

List of redactions

The following table lists the basis for all redactions in the contract under section 32 of the *Government Information (Public Access) Act 2009*.

There is no intention to release any of the material redacted in this contract at a later date.

Page number(s) of redaction	Basis for redaction
132	Commercial-in-confidence
150-151	Commercial-in-confidence
191-192	Commercial-in-confidence
243-244	Commercial-in-confidence
267-268	Commercial-in-confidence
283	Commercial-in-confidence
287-299	Commercial-in-confidence
309-310	Commercial-in-confidence
328-329	Security
334-335	Commercial-in-confidence
346	Security
358	Commercial-in-confidence
417-418	Commercial-in-confidence
436	Security
442-443	Commercial-in-confidence
454	Security
466	Commercial-in-confidence
477	Commercial-in-confidence
492	Commercial-in-confidence
544-546	Commercial-in-confidence

596	Commercial-in-confidence
598-599	Commercial-in-confidence
621	Commercial-in-confidence
627-628	Commercial-in-confidence
634	Commercial-in-confidence
705-709	Commercial-in-confidence
760	Commercial-in-confidence
941-955	Commercial-in-confidence
1080	Commercial-in-confidence
1112-1259	Security
1410-1424	Commercial-in-confidence
1467	Security
1559	Commercial-in-confidence
1561-1563	Commercial-in-confidence
1568	Security
1570	Commercial-in-confidence
1572	Commercial-in-confidence
1574-1627	Security
1630-1631	Commercial-in-confidence
1757-1777	Commercial-in-confidence
1822	Security
1904-1905	Commercial-in-confidence
2032-2054	Commercial-in-confidence
2099	Security
2203-2270	Security
2283	Commercial-in-confidence

2410-2432	Commercial-in-confidence
2477	Security
2581-2636	Security
2648-2651	Commercial-in-confidence
2665	Security
2677-2678	Commercial-in-confidence
2671	Security
2672	Security
2679-2704	Security
2713	Commercial-in-confidence
2715	Commercial-in-confidence

**PROCURE IT FRAMEWORK
VERSION 3.1**

PART 2: CUSTOMER CONTRACT

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1. Recitals

PROCURE IT FRAMEWORK

- 1.1 The New South Wales Department of Finance and Services administers the *Procure IT Framework*.
- 1.2 The NSW Procurement Board ('the Board') is established under section 164 of the Public Works and Procurement Act 1912 (NSW) ('PWP Act'). The Board may pursuant to section 174 (1) of the PWP Act, establish a scheme under which a Government Agency accredited by the Board may procure goods and services for that agency or for other government agencies, subject to any terms and conditions of its accreditation.
- 1.3 The Contract Authority is the head of a Government Agency, which may procure goods and services for that agency or for other government agencies consistent with any applicable policies and directions of the Board, the terms of its accreditation (if any) by the Board, and the principles of probity and fairness.
- 1.4 The relevant Contract Authority is responsible for the administration of the Head Agreement on behalf of Eligible Customers and has authority to act on behalf of these entities in this respect.
- 1.5 The *Procure IT Framework* is designed so that Products and Services can be acquired:
 - (a) as a result of a panel arrangement where an entity acts as the Contract Authority and establishes a master purchasing arrangement where one or more Contractors agree to offer certain Products and/or Services to Eligible Customers at pre-agreed Prices and on pre agreed core terms and conditions, for a defined Term (**Panel Arrangement**); or
 - (b) using an alternate procurement process that does not involve a Panel Arrangement (**Non-Panel Arrangement**).

PANEL ARRANGEMENT

- 1.6 Where the *Procure IT Framework* is used for a Panel Arrangement, the Contract Authority will undertake a procurement process and the successful Contractors will sign the Head Agreement and go onto the panel. The Head Agreement requires that all Eligible Customers who acquire Products and Services under the Panel Arrangement acquire the Products and Services using the form of Customer Contract that is set out in the *Procure IT Framework*.
- 1.7 The Head Agreement describes the relationship between the Contract Authority and the Contractor for the administration of the Panel Arrangement, including the Products and Services that can be acquired under the Panel Arrangement, how those Products and Services can be updated during the Term, the Pricing for the Products and Services, which entities are entitled to acquire Products and Services under the Panel Arrangement, which Approved Agents can be used by the Contractor to supply the Products and Services, the Term of the Panel Arrangement, the minimum insurance requirements and any Performance Guarantee that might apply to Customer Contracts entered into under the Head Agreement, as well as the general terms and conditions applicable to the relationship. .

NON-PANEL ARRANGEMENT

- 1.8 Where there is no Panel Arrangement, a Customer may acquire Products or Services from the Contractor under a Customer Contract, and the terms and conditions of the Head Agreement are not to be used.

CUSTOMER CONTRACT

- 1.9** The Customer Contract describes the relationship between the Customer and the Contractor for the supply of the Products and Services that are described in the Customer Contract. Where the Customer Contract is made under a Head Agreement:
- (a) the Products and Services that can be acquired, the Prices at which they can be sold, and the degree to which the terms and conditions can be varied are limited by the terms of the Head Agreement; and
 - (b) the Customer is entitled to the benefits of any arrangements that have been made by the Contract Authority under the Head Agreement in respect to insurance and any Performance Guarantee.
- 1.10** The Parties agree to perform their obligations in accordance with the terms and conditions of this Customer Contract.

DICTIONARY

- 1.11** The *Procure IT Framework* includes the Dictionary, which defines key terms and concepts.

2. Scope of Contract

PRODUCTS AND SERVICES

- 2.1** Where the Customer Contract is made under a Head Agreement, the Customer must acquire Products and/or Services, at the Prices, which must not exceed the amounts set out in Annexure 3 to the Head Agreement.
- 2.2** Where the Customer Contract is not made under a Head Agreement, the Customer must acquire the Products and/or Services stated in the Order Documents in accordance with the Customer Contract.

PRICING

- 2.3** The amounts set out in Annexure 3 to the Head Agreement are the maximum amounts payable by a Customer for the Products or Services acquired during the Term of the Head Agreement, subject to any increase made in accordance with any price variation mechanism stated in Annexure 3 to the Head Agreement. Nothing in this clause 2.3 prevents:
- (a) the Contractor from charging a Customer for any item, service, expense or other thing which is permitted to be charged for under a Customer Contract; or
 - (b) the Contractor and the Customer agreeing Prices which will apply to a Customer Contract which are lower than the amounts stated in Annexure 3 to the Head Agreement.

CONTRACT PERIOD

- 2.4** The Customer Contract commences on the Commencement Date and will expire at the end of the Contract Period stated in Item 10 of the General Order Form. The Customer may extend the Contract Period on the same terms and conditions for the period stated in Item 10 in the General Order Form, by giving the Contractor written notice at least 30 days prior to the end of the Contract Period.

NOMINEE PURCHASER

- 2.5** If an Eligible Customer requires a Nominee Purchaser to enter into a Customer Contract on its behalf, the Contractor may not refuse to enter into that Customer Contract solely on the basis that the Customer Contract will be signed by the Nominee Purchaser as agent for the Eligible Customer and will not be signed by the Eligible Customer itself, provided that the Nominee Purchaser:
- (a) provides its current registration number as given by the Contract Authority or Eligible Customer;
 - (b) provides its nominating Eligible Customer's Australian Business Number; and
 - (c) provides the Contractor with the written authorisation from the Contract Authority or Eligible Customer that confirms the Nominee Purchaser's rights to purchase Products and/or Services as agent for the Eligible Customer.

3. Formation of Customer Contract

FORMATION

- 3.1** A Customer Contract is entered into under a Head Agreement only where the Head Agreement is cross referenced in Item 7 of the General Order Form.
- 3.2** Where the Customer Contract is entered into,(and there is either a Head Agreement or the Customer is not the Contract Authority) the Contractor and the Customer:
- (a) agree that the Contract Authority may enforce the Customer Contract as agent for the Customer, even though the Contract Authority is not a party to the Customer Contract in its own right and in such circumstances, the applicable limitations and exclusions of liability in respect of the relevant claim will be those set out in clause 18 below, rather than those set out in clause 12 of the Head Agreement; and
 - (b) may seek to include any Additional Conditions that vary any of the terms and conditions of the Customer Contract including the Protected Clauses, provided that the Customer first obtains the written approval of the Director General, NSW Department of Finance and Services and the Contractor has received a copy of such written approval.
- 3.3** A Customer Contract between the Contractor and Customer is created upon:
- (a) the Parties completing and agreeing the Order Details and any Additional Conditions; and
 - (b) the Customer and the Contractor signing the General Order Form.
- 3.4** The Parties must, at a minimum, include in the Order Documents details of the Parties (stated in Item 1 and Item 4 of the General Order Form), Item 7 (if the Customer Contract is placed under a Head Agreement), the relevant Modules that are to be included in Item 8, the Contract Period in Item 10, the Products and Services (stated in Item 11 of the General Order Form or in the relevant Module Order Form), Price (or such details as are required to calculate the Price including those stated in Item 11 of the General Order Form or in the relevant Module Order Form), delivery details (including those stated in Item 12 of the General Order Form), the Contract Specifications (as stated in Item 13 of the General Order Form) and any details from the Module Order Forms that are required to describe the Products or Services.

- 3.5** The Parties may use a shortened version of the General Order Form (in hard or electronic format) which omits Items that the Parties agree are not required for the Customer Contract, provided that:
- (a) the minimum Order Details stated in clause 3.4 are included in that form, as well as any other Order Details that the Parties may agree to include;
 - (b) the structure and form of the General Order Form is consistent with Schedule 1 (even if some Items are omitted. Where Items are omitted subsequent Items that are included must retain their current Item number or heading so that the references in the Procure IT Framework remain accurate);
 - (c) the document readily identifiable as a General Order Form that comprises part of this Customer Contract and:
 - (i) uses the heading:

“General Order Form. Schedule 1 to the Customer Contract (which is Part 2 of the Procure IT Framework)”
 - (ii) and includes the phrase:

“This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.”
 - and
 - (d) the shortened document is signed by both Parties.
- 3.6** The Parties may use an electronic form of any Order Document, provided that an electronic form of the relevant Order Document is lawful.
- 3.7** To the extent that an Item in the Order Documents has not been completed or is omitted, that Item will be deemed not applicable.
- 3.8** The Customer Contract comprises:
- (a) any Modules that are stated as forming part of the Customer Contract in Item 8 of the General Order Form and the corresponding Module Order Forms;
 - (b) any Schedules that are stated as forming part of the Customer Contract in Item 9 of the General Order Form other than Schedule 1 (General Order Form), Schedule 2 (Agreement Documents), Schedule 3 (Service Level Agreement) or Schedule 12 (PIPP);
 - (c) any Additional Conditions in Schedule 1 (if applicable);
 - (d) the other provisions of Schedule 1;
 - (e) these clauses 1 to 26;
 - (f) Part 3, the Dictionary;
 - (g) any PIPP agreed by the Parties based on Schedule 12 (PIPP);
 - (h) any Service Level Agreement agreed by the Parties based on Schedule 3 (Service Level Agreement);

- (i) all other Order Documents;
- (j) Annexure 3 to the Head Agreement (if applicable); and
- (k) the Agreement Documents (if any).

3.9 To the extent that there is any conflict between any of the documents that comprise the Customer Contract, the conflict shall be resolved by giving priority to the documents in the order in which they appear in clause 3.8 (with an item higher in the list having priority over a lower item).

3.10 For clarity:

- (a) the terms and conditions of use of NSWBuy or any other electronic purchasing system used by the Customer are not part of the Customer Contract;
- (b) if the Customer uses any document that has any terms and conditions on it as the basis of a General Order Form (including a purchase order) then any terms and conditions that are on that document (whether pre-printed, automatically generated or otherwise) but are not in the form and structure of the General Order Form, are expressly excluded from the Customer Contract. Any Additional Conditions must be inserted as Item 43 (Additional Conditions) of a General Order Form.

COMPLIANCE WITH CONSUMER LAWS

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

3.12 To the extent that there is a failure to comply with a guarantee under sections 54 to 59 in schedule 2 of the CCA in respect of goods which are not goods of a kind that are ordinarily acquired for personal, domestic or household use or consumption, then to the extent permitted by law, the Contractor's liability is limited to one or more of the following, at the election of the Contractor:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (d) the payment of the cost of having the goods repaired.

3.13 To the extent that there is a failure to comply with a guarantee in respect of the supply of services under sections 60 to 62 in schedule 2 of the CCA, then to the extent permitted by law, the Contractor's liability is limited to one or more of the following, at the election of the Contractor:

- (a) supplying the services again; or
- (b) payment of the cost of having the services supplied again.

4. Relationship

4.1 The Contractor agrees that it will not be taken to be and must not represent that it is the employee, partner, officer and/or agent of the Customer.

5. Deliverable Specific Issues

DELIVERY

- 5.1 The Contractor must deliver any Deliverables to the Site between the hours stated in Item 12 of the General Order Form as otherwise agreed in writing.
- 5.2 The Contract Price is inclusive of any additional or separate delivery costs, unless otherwise stated in the Order Documents including Item 11 of the General Order Form.
- 5.3 The Parties must perform their obligations in accordance with any Service Level Agreement. Either Party may periodically review the Service Level Agreement and may recommend or request a change to a Service Level Agreement. Any change to a Service Level Agreement must be implemented as a Change Request in accordance with the procedures stated in Schedule 4 – Variation Procedures.

DOCUMENTATION

- 5.4 The Contractor must provide the User Documentation and any Bespoke User Documentation to the Customer in either hard copy or electronic format. If the User Documentation is provided in hard copy format:
 - (a) the Contractor must make available, at no additional cost to the Customer, at least one copy of the User Documentation and such related material as the Contractor usually makes available free to its other customers, upon supply of the Product or Service to the Customer, or at the time(s) stated in the PIPP; and
 - (b) additional copies of the User Documentation must, if requested by the Customer, be provided by the Contractor at the Price stated in Item 15 of the General Order Form, or if the Price is not stated in the Order Documents, at the Contractor's then current commercial price.
- 5.5 The Contractor must ensure that any User Documentation and Bespoke User Documentation:
 - (a) is of a reasonable standard in terms of its presentation, accuracy and scope;
 - (b) provides an explanation of functions, capacity and operations of the relevant Product, Service or Deliverable;
 - (c) in the case of User Documentation only, is the most current and up-to-date version available; and
 - (d) is in the English language.
- 5.6 Where the Customer identifies any Defect in the User Documentation or Bespoke User Documentation within 30 days of the date of supply of the User Documentation or Bespoke User Documentation to the Customer, the Contractor must amend the defective User Documentation or Bespoke User Documentation and must promptly supply to the Customer the amended User Documentation or Bespoke User Documentation (or the relevant part) at no additional cost to the Customer.
- 5.7 The Contractor grants the Customer a right to use the User Documentation in connection with the authorised use of the Product or Service including for training purposes. Where the User Documentation is only provided in an electronic format the Customer may print ad hoc pages of the User Documentation. The Customer must not otherwise copy or adapt (including incorporating parts of the User Documentation into other Documents) without the Contractor's prior written consent (not to be unreasonably withheld).

NORMAL USE

- 5.8** For the purposes of the CCA, the Deliverables provided under this Customer Contract are ordinarily supplied for the use in connection with processing internal data for business applications which:
- (a) do not require very high levels of availability or completely error free use;
 - (b) are not used for a Prescribed Use;
 - (c) are not for resale.

If the Parties agree that the Deliverables can be used for any other purpose that other purpose must be set out on the Order Documents.

PRODUCT SAFETY

- 5.9** If the Contractor determines that a Deliverable requires an engineering change that is classified by the supplier or manufacturer as being mandatory in order to ensure product safety then:
- (a) the Contractor will, at its own cost, provide a 'user installable part' which the Customer must promptly install; or
 - (b) the Customer will allow the Contractor to Install the engineering change, at the Contractor's own cost.
- 5.10** The Customer agrees that:
- (a) the Contractor may maintain such information (including Personal Information) as may be required to assist the Contractor in complying with its obligations under the CCA or other law in respect of product safety, including product recall; and
 - (b) it will promptly give the Contractor Notice in Writing of any information that the Contractor may need in order for the Contractor to provide any notice relating to product safety that it may be required to provide under the CCA or other law.

6. Delivery Management

PROJECT MANAGEMENT

- 6.1** Where the Customer Contract is made under a Head Agreement, the Customer shall have the right to appoint a representative of the Contract Authority to act as the Customer's agent for the purpose of exercising any of the Customer's rights arising out of, or in connection with, the Customer Contract.
- 6.2** The following clauses 6.3 to 6.9 apply if and to the extent stated in the Order Documents.

MANAGEMENT COMMITTEE

- 6.3** If it is stated on the General Order Form that a management committee is to be established, the Parties must agree and establish a management committee and a process for the conduct of the management committee's business by the date stated in the Order Documents.
- 6.4** The management committee must consist of the Party's project managers or officers, or such other persons as stated in the Order Documents including Item 16 of the General Order Form.

- 6.5** All members of the management committee must be authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.
- 6.6** The management committee must:
- (a) review and monitor progress under the Customer Contract; and
 - (b) carry out any other functions stated in Item 16 of the General Order Form.
- 6.7** Unless agreed otherwise, the members of the management committee or their authorised delegates must meet weekly at the Customer's offices at an agreed time.
- 6.8** At least 1 Business Day prior to a management committee meeting, the Contractor's project manager must submit to the Customer's project manager a report of progress under the Customer Contract including:
- (a) details (including dates) of Deliverables and Milestones commenced, completed or Accepted;
 - (b) details of any delays or issues arising from the project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
 - (c) a review of any:
 - (i) minutes and actions from the last meeting;
 - (ii) issues log;
 - (iii) risk management plan, which must be prepared and maintained in accordance with AS/NZS ISO 31000 Risk Management Standard or equivalent, unless agreed otherwise in writing;
 - (iv) details of any outstanding invoices and any payments that are about to become due;
 - (d) draft updates of relevant parts of the Contract Specifications;
 - (e) any new Change Requests or Contract Variations (if applicable); and
 - (f) details of the progress of any draft Change Requests or Contract Variations (if applicable).
- 6.9** If the Customer disagrees with the details recorded in the report, then the Customer must, within 2 Business Days of receipt of the report, make a written endorsement on the report recording its version of the details. The amended report must be provided to the Contractor within 1 Business Day of the Customer updating the report.

PERFORMANCE REVIEWS

- 6.10** If it is stated in Item 17 of the General Order Form that the Parties must conduct a service and performance review of the Contractor's performance of the Customer Contract, then the Parties must conduct such reviews at the intervals and in accordance with the other requirements, including any obligations under any Service Level Agreement, stated in the Order Documents.

- 6.11** All reviews must be undertaken by representatives of both Parties who have the authority, responsibility and relevant expertise in financial and operational matters appropriate to the nature of the review. Where the Customer Contract is made under a Head Agreement, either Party may request the involvement of the Contract Authority in any review.

SITE SPECIFICATIONS

- 6.12** Where it is stated in Item 18 of the General Order Form that a Site Specification is required, the Contractor must inspect the Site and provide the Customer with a Site Specification for the Customer's approval.
- 6.13** The Contractor must make any amendment to the Site Specification that is reasonably required by the Customer, providing such amendments are requested prior to the delivery of the Deliverables. Where the Contractor reasonably believes that the required amendment will materially affect the Contractor's ability to perform its obligations under the Customer Contract, it will notify the Customer and the Parties will discuss in good faith whether any Change Request is required to deal with such required amendment.

IMPLEMENTATION PLANNING STUDY

- 6.14** Where it is stated in Item 19 of the General Order Form that the Contractor must provide an implementation planning study, the Contractor must complete the implementation planning study in accordance with the requirements in Item 19 of the General Order Form.
- 6.15** Any implementation planning study must meet the objectives stated in Item 19 of the General Order Form which may include:
- (a) the Contractor's assessment of the scope and complexity of the project;
 - (b) the required Deliverables;
 - (c) the resources required (including any resources to be made available by the Customer); and
 - (d) the development of a PIPP or a Service Level Agreement.
- 6.16** The Contractor must deliver the implementation planning study to the Customer by the date stated in Item 19 of the General Order Form, and unless it is stated in the Order Documents that it is to undergo Acceptance Tests in accordance with clause 10.1(b), the AAD for the implementation planning study is determined in accordance with clause 10.1(a).

PROJECT SCHEDULE

- 6.17** The Parties must perform their obligations at the times and in the manner stated in the PIPP as stated in Item 20 of the General Order Form.

CHANGE CONTROL

- 6.18** Either Party may recommend or request a change to the PIPP or any other part of the Customer Contract. Any change to the PIPP or any other part of the Customer Contract must be implemented as a Change Request in accordance with the variation procedures stated in Schedule 4 – Variation Procedures, subject to clauses 26.1 to 26.2.

STAGED IMPLEMENTATION

- 6.19** The Parties agree to perform the Customer Contract in accordance with the Stages stated in the PIPP.

- 6.20** The Customer must give written notice to the Contractor within 10 Business Days (or such longer period stated in Item 20 of the General Order Form) of the end of each Stage as to whether it wishes the Contractor to commence the following Stage.
- 6.21** The Contractor must not commence any work on Stage two or any subsequent Stage until it receives written notice from the Customer to proceed with the work in that Stage. The signing of the Customer Contract is deemed to be sufficient notification to proceed with work in Stage one.
- 6.22** Nothing in the Customer Contract shall be construed as obliging the Customer to give the written notice referred to in clause 6.21 in respect of Stage two or any other subsequent Stage.
- 6.23** The Customer's liability to the Contractor for not proceeding to a subsequent Stage shall be limited to those costs that have been stated in the Order Documents.

EXTENSION OF TIME

- 6.24** Each Party must do all it reasonably can to promptly inform the other of anything that it becomes aware of which is likely to affect the cost, quality or timing of delivery of the Deliverables, and the Parties must then investigate how to avoid or minimise any adverse effect on the Customer Contract.
- 6.25** The Customer may consent to a request for extension of time provided that the Contractor provides the Customer with a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of any delay.
- 6.26** The Contractor may be entitled to a reasonable extension in time and any damages, costs or expenses (calculated using the rates set out in the Customer Contract, or if none, are stated at the Contractor's then current commercial rates) that arise out, of or in connection with a delay or increase in costs which has occurred because of:
- (a) the Customer's failure to perform its obligations in accordance with the Customer Contract;
 - (b) the act or omission of any person who is identified in the Order Documents as being organised by, or under the direction of, the Customer;
 - (c) any change to access to the Customer's Site (including denial or suspension of access under clause 7.3) unless the change to access is due to an adverse finding arising out of an investigation into the conduct of the Contractor or its Personnel or a breach of clause 7.2; or
 - (d) any change to any of the Customer's secrecy or security requirements provided that the Contractor will mitigate any expenses incurred or delay caused as a result of complying with such changed requirements.
- 6.27** The Contractor must submit a Change Request to the Customer in respect of the relevant extension of time or change to any amount payable by the Customer in accordance with Schedule 4 – Variation Procedures within 5 Business Days of becoming aware of the relevant delay under clause 6.26.

LIQUIDATED DAMAGES

- 6.28** Where the Parties have agreed in Item 21 of the General Order Form that liquidated damages will be payable for the late completion of an LD Obligation, clauses 6.29 to 6.34 apply.
- 6.29** Where the Contractor has not completed an LD Obligation by the Due Date, or if the Due Date has been varied by a Change Request or otherwise in accordance with the Customer

Contract, such varied Due Date, the Contractor must pay liquidated damages stated in Item 21 of the General Order Form to the Customer unless the late completion of the LD Obligation is:

- (a) caused by an Event;
- (b) caused by the Customer or its Personnel;
- (c) caused by the act or omission of any person who is identified in the Order Documents as being organised by, or under the direction of, the Customer; or
- (d) permitted because an extension of time for completion of the LD Obligation has been granted by the Customer in accordance with the Customer Contract.

6.30 The Customer must promptly give the Contractor Notice in Writing setting out the grounds on which the Customer claims that liquidated damages are payable.

6.31 Each Party acknowledges that the liquidated damages stated in Item 21 of the General Order Form are a genuine pre-estimate of the loss, damage or expense that the Customer will suffer during the period in which liquidated damages are payable under clause 6.32 as a result of the Contractor not completing the LD Obligation by the Due Date.

6.32 The Contractor must pay any liquidated damages that are due from the Due Date until the earlier of:

- (a) the date that the Contractor successfully completes the LD Obligation in relation to which the liquidated damages have been applied; or
- (b) the date on which the maximum number of days for which liquidated damages are payable as stated in Item 21 of the General Order Form have elapsed (the **Longstop Date**).

6.33 Liquidated damages paid under clause 6.32:

- (a) are the Customer's sole and exclusive financial remedy for the Customer's loss, damage and expense that the Customer suffers during the period in which liquidated damages are payable under clause 6.32 out of or in connection with the Contractor not completing the LD Obligation by the Due Date, subject only to the Customer's rights under clause 6.34; but
- (b) do not relieve the Contractor from any other liability or from meeting any other obligation under the Customer Contract.

6.34 The Customer may, at any time during the period in which liquidated damages are payable under clause 6.32, issue a Notice in Writing of a Substantial Breach in respect of the Contractor not completing the LD Obligation by the Due Date specifying a period during which the Contractor is required to remedy that Substantial Breach, such period to be the greater of:

- (a) 10 Business Days;
- (b) the period during which liquidated damages are payable for that Substantial Breach; or
- (c) such longer period stated in the Notice in Writing,
- (d) and if the Contractor has not remedied that Substantial Breach (by completing the LD Obligation) by the end of such period, the Customer may terminate the Customer Contract immediately by Notice in Writing to the Contractor.

- 6.35** The Parties agree that where the Contractor has not successfully completed the LD Obligation in relation to which the liquidated damages have been applied by the Longstop Date, the payment of liquidated damages by the Contractor under clause 6.32 is without prejudice to the Customer's right to claim damages at large in respect of loss, damage and expense that arises after the Longstop Date out of or in connection with the Contractor not completing the LD Obligation by the Longstop Date.

CUSTOMER SUPPLIED ITEMS (CSI)

- 6.36** The Customer must provide and maintain the CSI at the times and in accordance with the requirements stated in the Order Documents including Item 22 of the General Order Form.
- 6.37** The Customer must enforce any agreement with a third party under which products or services of that third party are being provided to the Contractor as CSI (**Third Party CSI**), including support and maintenance contracts, to the extent that the relevant third party's failure to provide or resolve any issues with the Third Party CSI materially impacts the Contractor's ability to perform its obligations under the relevant Customer Contract.
- 6.38** The Contractor must:
- (a) not use any CSI other than for the purposes of the Customer Contract without the prior written consent of the Customer;
 - (b) not part with possession of any CSI unless the Customer has provided its prior written consent, nor create or allow the creation of any lien, charge or mortgage over any CSI;
 - (c) take all reasonable care of all CSI including accounting for, preserving, installing or handling the CSI in accordance with the Order Documents;
 - (d) not modify any CSI without the prior written consent of the Customer;
 - (e) promptly inform the Customer of any loss, destruction or damage to any CSI; and
 - (f) comply with any reasonable instruction of the Customer for preserving, forwarding or disposal of any damaged CSI; and
 - (g) pay the costs, if any, stated in Item 22 of the General Order Form, for CSI.
- 6.39** If the CSI is no longer required for the purposes of the Customer Contract, it must be returned to the Customer or destroyed at the Customer's request as soon as practicable, unless other arrangements are agreed.
- 6.40** Provided the Contractor complies with its obligations under clauses 6.38(c) to 6.38(f), the Customer must repair or replace CSI within a reasonable time of becoming aware that the CSI does not comply with the requirements stated in the Order Documents.

CUSTOMER ASSISTANCE

- 6.41** During the Contract Period, the Customer must:
- (a) make available to the Contractor all relevant instructions, information, data, documents, specifications, plans, drawings and other materials as specified in Item 22 of the General Order Form or as otherwise agreed in writing with the Contractor; and
 - (b) answer reasonable queries made by the Contractor relating to the Customer's requirements in connection with the Customer Contract.

ESCROW

- 6.42** If stated in Item 23 of the General Order Form, the Contractor must arrange:
- (a) for itself, the Customer and an escrow agent approved by the Customer to enter into an Escrow Agreement in relation to the Escrow Materials; or
 - (b) for the Customer to become a party to an escrow arrangement which already covers the Escrow Materials which the Customer regards as a satisfactory arrangement.
- 6.43** Any escrow arrangements to which the Customer becomes a Party under clause 6.42 must endure for at least the period stated in Item 23 of the General Order Form unless otherwise agreed. The Parties will bear the costs connected with such escrow arrangements in the proportions agreed by them in the Escrow Agreement.
- 6.44** The Contractor must consult with and comply with the reasonable directions of the Customer in any negotiations with the escrow agent arising under clauses 6.42.

BUSINESS CONTINGENCY

- 6.45** If stated in Item 24 of the General Order Form that a Business Contingency Plan is required, the Contractor must, within the time stated in Item 24 of the General Order Form or as otherwise agreed in writing, prepare a Business Contingency Plan for the approval of the Customer.
- 6.46** The Business Contingency Plan must include the details stated in Item 24 of the General Order Form or as otherwise agreed in writing. The Contractor must provide the Customer with a copy of the approved Business Contingency Plan.
- 6.47** The Business Contingency Plan must be reviewed, updated and tested by the Contractor at the intervals stated in Item 24 of the General Order Form.
- 6.48** If there is an interruption to the Customer's business that is contemplated by the Business Contingency Plan the Contractor must perform the obligations in the Business Contingency Plan. The Customer must provide the Contractor with any assistance reasonably required by the Contractor to create and perform the Business Contingency Plan.

7. Access

ACCESS TO CUSTOMER'S SITE

- 7.1** Without prejudice to the Contractor's obligations under clauses 6.12 and 6.13, the Customer must prepare and maintain the Site:
- (a) to enable the supply of the Deliverables; and
 - (b) in accordance with the Site Specification that is approved under clauses 6.12 to 6.13, or as otherwise stated in Item 18 of the General Order Form.
- 7.2** Where the Customer provides the Contractor with access to the Customer's Site, the Contractor:
- (a) must ensure that its Personnel comply with the reasonable requirements and directions of the Customer with regard to conduct, behaviour, safety and security; and
 - (b) is liable for any damage to the extent that such damage is caused by the negligent act or omission of its Personnel on the Customer's Site.

- 7.3** The Customer may temporarily deny or suspend access to the Customer's Site in its discretion.
- 7.4** The Contractor must comply, and must ensure that its Personnel comply, with the secrecy and security requirements of the Customer as stated in Item 25 of the General Order Form, or of which the Customer subsequently provides the Contractor by written notice.

8. Personnel

PERSONNEL - GENERAL

- 8.1** Neither Party may, without the prior written consent of the other Party, engage, employ or induce or cause a third party to induce the other Party's Personnel engaged in the performance of the Customer Contract to enter into a contract for service or a contract of employment with it.
- 8.2** The restriction in clause 8.1 shall apply during the Contract Period and for a period of six months after the end of the Contract Period.
- 8.3** A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 8.1.
- 8.4** The Parties agree that the restrictions in clauses 8.1 to 8.3 are necessary to protect the legitimate interests of each Party.
- 8.5** The Customer must make available its Personnel to work with the Contractor as stated in the Order Documents including Item 26 of the General Order Form. The Parties will identify such Personnel and their roles in the Order Documents.
- 8.6** The Customer must use reasonable efforts to ensure that its Personnel who are made available to work with the Contractor have the requisite authority, qualifications, competencies, skills and experience to perform their tasks.
- 8.7** The Contractor must ensure a safe system of work for any of the Customer's Personnel who the Customer makes available to perform work under the control and direction of the Contractor at the Contractor's premises.

SPECIFIED PERSONNEL

- 8.8** The identity and roles of any Specified Personnel must be stated in Item 27 of the General Order Form.
- 8.9** If Specified Personnel are unable or not suitable in the reasonable opinion of the Customer to undertake the work assigned to them the Contractor must provide replacement personnel acceptable (on reasonable grounds) to the Customer at no additional charge as soon as is practicable.

APPROVED AGENTS AND SUBCONTRACTORS

- 8.10** The Contractor may supply Deliverables to the Customer through Approved Agents.
- 8.11** If a Customer Contract is entered into between the Customer and an Approved Agent, the Contractor is deemed to have entered into a Customer Contract with the Customer.
- 8.12** The Contractor must ensure that its Approved Agents supply the Deliverables only in accordance with the terms of the Customer Contract under which the Approved Agent is to supply the Deliverables.

- 8.13** If requested in writing by the Customer, the Contractor must arrange for its Approved Agents to execute a Deed Poll substantially in the form of Schedule 6 – Deed Poll.
- 8.14** The Contractor must not subcontract the performance or supply of any Services under the Customer Contract without obtaining the prior written consent of the Customer which will not be unreasonably withheld or delayed and which may be given on such conditions as the Customer thinks fit.
- 8.15** Where the Customer believes that any Subcontractor is in material breach of its obligations to the Contractor, or its performance of obligations or services is unsatisfactory, so that the Contractor is likely to be in material breach of the Customer Contract as a result, the Customer may:
- (a) provide Notice in Writing to the Contractor setting out the details of its concerns;
 - (b) meet with the Contractor within 3 Business Days of the Contractor's receipt of the Notice in Writing to discuss the concerns; and
 - (c) if, following the discussions with the Contractor, the Customer is satisfied that the Contractor will be in material breach of the Customer Contract as a result of the performance of the Subcontractor, the Customer may give Notice in Writing that it is withdrawing its consent to allow the Subcontractor to continue to work in connection with the Customer Contract and require the Contractor to procure that the Subcontractor promptly ceases performing any work in connection with the Customer Contract subject to any contrary requirements of the Customer in respect of effecting an orderly transition notified to the Contractor, and in such circumstances, the Contractor agrees that the Customer will have no liability whatsoever to the Contractor for any loss suffered by the Contractor arising out of any termination of, or the continuation of, the relevant subcontract.
- 8.16** The Contractor:
- (a) must ensure that each Subcontractor is aware of all the terms and conditions of the Customer Contract that are relevant to the Subcontractor's performance of its work;
 - (b) is not relieved of its liabilities and obligations arising out of, or in connection with, a Customer Contract by subcontracting any work; and
 - (c) must ensure that the Subcontractor ceases work upon receipt of a Notice in Writing from the Customer of withdrawal of the consent given under clause 8.15(c).
- 8.17** If stated in Item 28 of the General Order Form, the Contractor must obtain from the Subcontractor a signed statutory declaration substantially in the form of Schedule 7 – Statutory Declaration by Subcontractor.

9. General Warranties

CONTRACTOR WARRANTIES

- 9.1** The Contractor warrants to the Customer that:
- (a) as at the Commencement Date, the Contractor is properly constituted and has the right and authority to enter into the Customer Contract;
 - (b) to the best of its knowledge and belief there is no Conflict of Interest of the Contractor or its Personnel as at the Commencement Date, and during the Contract Period the

Contractor will use its reasonable efforts not to permit a Conflict of Interest of the Contractor or its Personnel to arise in the performance of its obligations;

- (c) the information provided to the Customer in terms of the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its Personnel, was to the best of the Contractor's knowledge and belief correct when it was provided to the Customer;
- (d) as at the Commencement Date, to the best of its knowledge and belief the Contractor has all the necessary licences, approvals and consents necessary to perform its obligations under the Customer Contract;
- (e) it will not maliciously or negligently introduce any Virus into the Customer's systems during the Contract Period;
- (f) that to the best of its knowledge and belief, the Contractor has the necessary Intellectual Property Rights and has procured the necessary consents in relation to Moral Rights, to grant the Customer the rights to use and/or own (if applicable) the Deliverables (other than any open source software) in accordance with the Customer Contract;
- (g) it will perform its obligations in accordance with:
 - (i) the Statutory Requirements,
 - (ii) any other laws that are stated in Item 30 of the General Order Form;
 - (iii) the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) ensuring that the Deliverables have not been produced using "worst forms of child labour" as defined; and
 - (iv) the codes, policies, guidelines and standards listed in Item 9 of the Head Agreement Details and Item 30 of the General Order Form;
- (h) it will maintain the quality standard accreditation stated in Item 29 of the General Order Form during the Contract Period; and
- (i) it is responsible for the acts and omission of its Personnel as if they were its own acts and omissions.

9.2 All licences, approvals and consents obtained by the Contractor in relation to the Customer Contract must be obtained at the Contractor's cost.

CUSTOMER WARRANTIES

9.3 The Customer warrants to the Contractor that:

- (a) it has complied with all laws and policies, including procurement policies in awarding the Customer Contract to the Contractor;
- (b) it will provide the Contractor and its Personnel with a safe place to work;
- (c) it will supply any CSI in accordance with the requirements stated in the Order Documents;
- (d) it is responsible for the acts and omission of its Personnel as if they were its own acts and omissions;

- (e) it will not maliciously or negligently introduce any Virus into the Contractor's systems during the Contract Period;
- (f) that to the best of its knowledge and belief, the Customer has the necessary Intellectual Property Rights and has procured the necessary consents in relation to Moral Rights, to grant the Contractor and its Personnel the rights to use any CSI for the purpose of performing its obligations under the Customer Contract;
- (g) where there is more than one Eligible Customer being represented by the Customer, the Customer acts with full authority and as the sole representative of all the Eligible Customers; and
- (h) it will perform its obligations in accordance with:
 - (i) the Statutory Requirements,
 - (ii) any other laws that are stated in the Order Documents including Item 31 of the General Order Form;
 - (iii) the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) ensuring that the Deliverables have not been produced using "worst forms of child labour" as defined; and
 - (iv) the codes, policies, guidelines and standards listed in the Order Documents including Item 31 of the General Order Form.

MUTUAL WARRANTIES

9.4 Each Party warrants to the other Party that during the Contract Period it will:

- (a) co-operate with the other Party and its respective Personnel to ensure timely progress and fulfilment of the Customer Contract, provided that nothing in this clause 9.4 requires the disclosure of a Party's Confidential Information or granting of any Intellectual Property Rights;
- (b) act reasonably and in good faith with respect to matters that arise out of, or in connection with, the Customer Contract;
- (c) work together in a collaborative manner;
- (d) to the extent that is reasonably possible, perform its obligations so as to avoid hindering the performance of the other Party;
- (e) hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other Party on a regular basis to ensure the other Party is fully informed of the progress of work required under the Customer Contract; and
- (f) perform its obligations and responsibilities by the dates stated in the Customer Contract.

10. Acceptance

ACCEPTANCE

- 10.1** The Actual Acceptance Date (**AAD**) for a Deliverable occurs:
- (a) unless it is stated in Item 32 of the General Order Form that the Deliverable is required to undergo Acceptance Testing, 2 Business Days or such other period that is stated in Item 32 of the General Order Form following the delivery of the Deliverable as required in the Order Documents; or
 - (b) where it is stated in Item 32 of the General Order Form that the Deliverable is required to undergo Acceptance Tests, on the sooner of:
 - (i) the date the Customer issues a certificate of acceptance; or
 - (ii) on the date the Customer issues a notice that it conditionally accepts the Deliverable in accordance with clauses 10.10(b) or 10.12(c); or
 - (iii) on the last day of the Acceptance Test Notification Period where acceptance is deemed to have occurred in accordance with clause 10.13.

ACCEPTANCE TESTING

- 10.2** Where it is stated in Item 32 of the General Order Form that the Deliverable is required to undergo Acceptance Tests, Acceptance Tests must be conducted in relation to the Deliverable and the following provisions in clauses 10.2 to 10.16 will apply.

CONDUCTING ACCEPTANCE TESTS

- 10.3** Acceptance Testing must be completed in accordance with the requirements of the Order Documents including Item 32 of the General Order Form, or if the details of the Acceptance Tests are not stated in the Order Documents, then at least 20 Business Days before the relevant Deliverable is due to be delivered (or such other period as the Parties may agree) the Parties must agree:
- (a) the identification of the Deliverables or part of the Deliverable to be tested;
 - (b) the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests;
 - (c) 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;
 - (d) the methodology and process for conducting the Acceptance Tests;
 - (e) the scheduling of Acceptance Tests, including the Acceptance Test Period and the Acceptance Test Notification Period;
 - (f) the Acceptance Criteria. The Acceptance Criteria should only test whether the Deliverable meets the Contract Specifications and other requirements of the Customer Contract and should not include any other criteria unless the Parties otherwise agree in writing; and
 - (g) the Acceptance Test Data. The Customer is responsible for ensuring that the Acceptance Test Data is representative of the data that will be used by the Deliverable in the Customer's business or production environment.

- (h) Where the details of the Acceptance Tests are not stated in the Order Documents, the Contractor shall, not less than 60 Business Days before the relevant Deliverable is due to be delivered (or such other period as the Parties may agree), notify the Customer that details of the Acceptance Tests (including those in (a) to (g) above have not yet been agreed and must be agreed at least 20 Business Days before the relevant Deliverable is due to be delivered (or such other period as the Parties may agree). Any failure of the Parties to agree any matter relating to the Acceptance Tests will be dealt with in accordance with clause 24 below, and the 20 Business Days requirement referred to above will not apply.
- 10.4** The Customer must provide the Contractor with the Acceptance Test Data at least 14 Business Days prior to the start of the Acceptance Test Period.
- 10.5** Where the Contractor is conducting the Acceptance Tests, the Customer's representative must be available during Business Hours on each day during the Acceptance Test Period to give any assistance and/or information reasonably requested by the Contractor.
- 10.6** Each Party must provide all reasonable cooperation and assistance to enable the performance of any Acceptance Test.
- 10.7** The Parties are entitled to observe and, to the extent reasonable, participate in the performance of any Acceptance Test.
- 10.8** The Party conducting the Acceptance Test must provide the other Party within the Acceptance Test Notification Period a written test notification specifying:
- (a) a written summary of the Acceptance Test;
 - (b) the results achieved from that Acceptance Test; and
 - (c) a Defects List (if there are any Defects).

ACCEPTANCE TEST OUTCOMES

- 10.9** Where at the end of the Acceptance Test Period the Acceptance Tests demonstrate that the Deliverable meets the Contract Specifications and other requirements under the Customer Contract, the Customer must issue a certificate of acceptance to the Contractor within the Acceptance Test Notification Period.
- 10.10** Where at the end of the Acceptance Test Period the Acceptance Tests demonstrate that the Deliverable does not meet the Contract Specifications and other requirements under the Customer Contract then, if the Defects are only Minor the Customer must give the Contractor written notice within the Acceptance Test Notification Period that the Customer either:
- (a) waives the requirement for the Acceptance Test to be satisfactorily completed;
 - (b) conditionally accepts the Deliverable, subject to the Contractor agreeing, at its own expense, to deliver a Workaround or to otherwise rectify any item on the Defects List within the Warranty Period in a manner that is acceptable to the Customer; or
 - (c) accepts the Deliverable subject to an agreed reduction in the Contract Price.
- 10.11** Where the Customer conditionally accepts the Deliverable in accordance with clause 10.10(b) then:
- (a) the AAD occurs on the date that the Customer gives written notice that it conditionally accepts the Deliverable; and

- (b) the Customer may use the Deliverable in a business or production environment from the AAD.

10.12 Where at the end of the Acceptance Test Period the Acceptance Tests demonstrate that the Deliverable fails to meet the Contract Specifications and other requirements under the Customer Contract because the Defects are more than Minor Defects, then the Customer must give the Contractor written notice within the Acceptance Test Notification Period that the Customer either:

- (a) waives the requirement for the Acceptance Test to be satisfactorily completed;
- (b) requires that the Contractor remedy the Defects on the Defects List, in which case the Contractor must remedy the Defects on the Defects List at its own expense within a reasonable period of time, and re-submit the Deliverable to further Acceptance Testing using the process in clauses 10.2 to 10.16 (except that the Acceptance Testing is restricted to testing the items that were on the Defects List and any necessary regression testing), at the Contractor's expense;
- (c) conditionally accepts the Deliverable, subject to the Contractor agreeing, at its own expense, to deliver a Workaround or to otherwise rectify any item on the Defects List within the Warranty Period in a manner that is acceptable to the Customer;
- (d) accepts the Deliverable subject to an agreed reduction in the Contract Price; or
- (e) subject to the Customer having provided the Contractor with one opportunity to re-submit the Deliverable for further Acceptance Testing, the Customer may, without limiting any other remedy, reject the Deliverable and require the removal of the Deliverable and any materials associated with the rejected Deliverable and require the restoration of anything affected by the Deliverable to its pre Customer Contract state, at the Contractor's expense.

10.13 The Deliverables are deemed accepted if:

- (a) the Customer does not notify the Contractor within the Acceptance Test Notification Period that the Deliverable is rejected or conditionally accepted;
- (b) where the Customer is to perform the Acceptance Tests, the Customer fails to perform any Acceptance Test within the Acceptance Test Period for any reason, except for any delay resulting from any action of the Contractor unless otherwise agreed;
- (c) the Customer gives written notice that it waives the requirement for the Deliverable to pass the Acceptance Tests;
- (d) the Parties agree that the Deliverable is accepted based on an agreement to a reduction in the Contract Price; or
- (e) the Customer uses the Deliverable for its business purposes and/or in a production environment without the prior written consent of the Contractor.

10.14 Where the Acceptance Test relates to a Deliverable that is a Document, it is not a failure to provide the Document in accordance with the Contract Specifications and the other requirements of the Customer Contract where the Customer requests a change to:

- (a) any opinion expressed in the Document, provided that the opinion expressed in the Document is the professional opinion held by the Contractor;
- (b) the style, formatting or layout of the Document, unless the style, formatting or layout is part of the Contract Specifications; or

- (c) semantics.

10.15 The Warranty Period (if any) of a Deliverable commences on the AAD of that Deliverable.

10.16 In the event of power failure, air-conditioning failure or other cause outside the control of the Contractor:

- (a) the Customer must approve an extension of the Acceptance Test Period to accommodate any delays caused directly as a result of those circumstances; and
- (b) the Contractor must ensure that the Deliverable is ready to resume or recommence Acceptance Tests when conditions are again satisfactory and stable.

11. Payment and Invoicing

PAYMENT

11.1 In consideration for the Contractor providing a Deliverable in accordance with the Customer Contract, the Customer must pay the Contractor the Contract Price in the amounts and at the times stated in the Order Documents (including the PIPP) and/or Item 14 of the General Order Form. If the time for payment is not stated in the Order Documents and/or Item 14 of the General Order Form, then the Contract Price is due:

- (a) on AAD for Products;
- (b) monthly in arrears for Recurring Services, other than Services provided under Modules 2 and 5;
- (c) annually in advance for Services provided under Modules 2 and/or 5.

11.2 The Prices are fixed for the Contract Period, unless otherwise stated in the Order Documents including Item 14 of the General Order Form.

11.3 A Customer may pay any amount due under the Customer Contract by credit/debit card or electronic facility stated in Item 33 of the General Order Form. The Contractor may only charge a fee for payment by credit/debit card where the fee is stated in Item 33 of the General Order Form.

11.4 If the Contractor refuses, neglects or fails to perform an obligation to provide a Deliverable in accordance with the Customer Contract, the Customer may withhold the payment associated with that failure until the Contractor performs the relevant obligation in accordance with the Customer Contract unless the Customer Contract entitles the Customer to some alternative specific financial remedy for such refusal, neglect or failure, for example liquidated damages or services credits, but not a general right to damages.

11.5 The Customer may retain a proportion of the payment for any Milestones in the amount and for the period stated in a PIPP for the due and proper performance and completion of the Contractor's delivery obligations under the Customer Contract incurred prior to the end of the Warranty Period or a period otherwise stated in the PIPP.

11.6 The Customer must upon the completion of the Contractor's delivery obligations in accordance with the Customer Contract (incurred prior to the end of the Warranty Period or a period otherwise nominated in the PIPP) pay to the Contractor any amount retained under clause 11.5.

INVOICING

- 11.7** The Parties agree that, subject to clauses 11.8 to 11.11, the Customer must pay the Contractor for the Deliverables within 30 days (or such other period agreed in the Order Documents including Item 14 and Item 20 of the General Order Form) of receipt of a Correctly Rendered Invoice. For the avoidance of doubt, no amount is payable by the Customer under a Customer Contract until a Correctly Rendered Invoice is received.
- 11.8** The Contractor must provide any further details in regard to an invoice that are reasonably requested by the Customer.
- 11.9** The Contractor must send any invoices for any amount due to the person at the address stated in Item 14 of the General Order Form.
- 11.10** The making of a payment is not an acknowledgment that the Deliverables have been supplied or accepted in accordance with the Customer Contract.
- 11.11** If the Customer disputes an invoiced amount the Customer must:
- (a) provide the Contractor with written notice stating the amount it believes is due for payment and setting out the reasons for not paying the balance, such written notice to be given within 10 Business Days from the date of receipt of the invoice; and
 - (b) pay the amount it believes is due for payment by the date that payment must be made under the Customer Contract.

12. Taxes

- 12.1** Subject to clauses 12.2 and 12.3, the Contractor is liable for all Taxes imposed or levied in connection with the Contractor's performance of its obligations under the Customer Contract.
- 12.2** The Customer must pay any GST that is payable in respect of any Taxable Supply made under the Customer Contract in addition to the amount payable (exclusive of GST) for the Taxable Supply. GST is payable at the same time as the amount payable for the Taxable Supply to which it relates.
- 12.3** If there is any abolition or reduction, increase or introduction of any Tax, the Price that is payable for the Deliverable, or any other cost or expense that is payable under the Customer Contract must be varied so that the Contractor's net dollar margin for the Deliverable, cost or expense remains the same.
- 12.4** Any reference in the Customer Contract to a cost or expense to be reimbursed by one Party to another Party includes any GST payable in connection with a Taxable Supply to which that cost or expense relates, less the amount of any input tax credit that the Party requiring the reimbursement is entitled to claim.

13. Intellectual Property Rights

OWNERSHIP

- 13.1** All Intellectual Property Rights in:
- (a) any Existing Material remain vested in the person that owns the Intellectual Property Rights at the Commencement Date (**Owner**); and

- (b) any adaptation, translation or derivative of that Existing Material, vests in, or, is hereby transferred or assigned to the Owner, immediately upon creation.

CONTRACTOR OWNED NEW MATERIAL

13.2 The provisions of clauses 13.3 to 13.5 apply to New Material, unless clause 13.10 applies.

13.3 All Intellectual Property Rights in any New Material vests in, or, is hereby transferred or assigned to, the Contractor, immediately upon creation.

13.4 On the AAD of a Deliverable that incorporates the relevant New Material, the Contractor grants the Customer a non-exclusive, perpetual, irrevocable, royalty free, transferable licence to use, copy, adapt, translate, reproduce and in any way exploit that New Material in connection with, or for the operation, modification, support and/or use of, the Deliverable in which it is incorporated, subject to the restrictions set out in clause 13.5.

13.5 The licence to New Material in clause 13.4:

- (a) does not permit the Customer to disclose the New Material to any other person, except as stated in clauses 13.5(c) to (e);
- (b) does not permit the Customer to manufacture, sell, license, transfer, commercialise or otherwise exploit any of the New Material or any Existing Material except as stated in clauses 13.5(c) to (e);
- (c) permits the Customer to sublicense any of the rights in clause 13.4 without additional charge to any Division of the Government Service as defined under the *Public Sector Employment and Management Act 2002 (NSW)*, a NSW Public Sector Service (as defined under the *Public Sector Employment and Management Act 2002 (NSW)*, a NSW Government Agency (as defined in the *Interpretation Act 1987 (NSW)*, and any Public Health Organisation as defined under the *Health Services Act 1997 (NSW)*, where the Customer is a Division of the Government Service as defined under the *Public Sector Employment and Management Act 2002 (NSW)*, a NSW Public Sector Service (as defined under the *Public Sector Employment and Management Act 2002 (NSW)*, a NSW Government Agency (as defined in the *Interpretation Act 1987 (NSW)*, or a Public Health Organisation as defined under the *Health Services Act 1997 (NSW)*;
- (d) permits the Customer's subcontractors to access the New Material, without additional charge, for the internal purposes of the Customer provided that, unless otherwise required by the Contractor, the Customer's subcontractor first signs an agreement or undertaking in a form reasonably acceptable to the Contractor that protects the use and disclosure of the New Material in the same manner as stated in the Customer Contract; and
- (e) permits the Customer to sublicense any of the rights in clause 13.4 without additional charge, (on one or more occasions) on a limited time basis to a contractor that is providing outsource services to the Customer that includes the operation of the New Material, provided that:
 - (i) the New Material is used solely for the internal business purposes of the Customer for the period of the outsource arrangement and the sublicense automatically terminates at the end of the period of the outsource arrangement; and
 - (ii) unless otherwise required by the Contractor, the contractor first signs an agreement or undertaking in a form reasonably acceptable to the Contractor that protects the use and disclosure of the New Material in the same manner as stated in the Customer Contract.

EXISTING MATERIAL

- 13.6** On the AAD of a Deliverable that incorporates the Contractor's Existing Material, the Contractor grants the Customer a non-exclusive licence:
- (a) if that Existing Material is Licensed Software; to that Existing Material on the terms and conditions of the license of that Licensed Software under the relevant Module;
 - (b) if that Existing Material is an adaptation, translation or derivative of Licensed Software; to that Existing Material on the same terms and conditions as the licence for the Licensed Software stated in clause 13.7(a);
 - (c) if that Existing Material is a tool, object library or similar routine that is not included in the Existing Materials stated in clauses 13.7(a) or 13.7(b); to use, reproduce and adapt that Existing Material for the Customer's own internal use in connection with, or for the operation, modification, support and/or use of, that Deliverable; and
 - (d) if that Existing Material is a Document Deliverable and any adaptation, translation or derivative of that Existing Material; to use that Existing Material for the Customer's internal use.
- 13.7** On the AAD of a Deliverable that incorporates Existing Material that is owned by a third party, including third party software, the Customer is granted a non-exclusive licence to that third party Existing Material to:
- (a) use, reproduce and adapt that third party Existing Material on the terms and conditions, and for the fees, stated in Item 34 of the General Order Form; or
 - (b) if no terms and conditions or fees are stated in Item 34 of the General Order Form; to use, reproduce and adapt that third party Existing Material for the Customer's own internal use in connection with, or for the operation, modification, support and/or use of, that Deliverable.
- 13.8** Where the Contractor uses a methodology in providing any Deliverable, the Contractor grants the Customer a non-exclusive licence to use that methodology during the Contract Period solely for the purposes of receiving the benefit of the Services under the Customer Contract or assisting the Contractor perform its obligations under the Customer Contract.
- 13.9** The Contractor may charge for any license to use any of its Existing Material, such fees to be stated in Item 34 of the General Order Form.

CUSTOMER OWNED NEW MATERIAL

- 13.10** If it is stated on the General Order Form that this clause applies to some or all of the New Materials and subject to clauses 13.12 and 13.13, upon the AAD of the relevant Deliverable that incorporates the New Material:
- (a) any Intellectual Property Rights in the New Material vests in, or is hereby transferred or assigned by the Contractor to, the Customer; and
 - (b) the Customer grants the Contractor a non-exclusive, perpetual, irrevocable, royalty free, transferrable licence to the New Material to use, copy, adapt, translate, manufacture and in any other way exploit the Intellectual Property Rights in that New Material.

CUSTOMER MATERIAL

- 13.11** The Customer grants the Contractor a non-exclusive, non-transferable licence for the Contract Period for the Contractor and its Personnel to use the Customer's Materials to the extent necessary for the Contractor to perform its obligations under the Customer Contract.

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- 13.12** Subject to the restrictions on the disclosure of confidential information:
- (a) the Contractor will retain all right, title and interest in and to all know-how, Intellectual Property Rights, methodologies, processes, technologies, algorithms, software, development tools or forms, templates or output used in performing its obligations under the Customer Contract which are based on trade secrets or proprietary information of the Contractor; and
 - (b) the Contractor will be free to use the ideas, concepts, methodologies, processes and know-how that are used, developed or created in the course of performing the obligations under the Customer Contract and may be retained by the Contractor's Personnel in intangible form.

OPEN SOURCE LICENCE

- 13.13** Nothing in this clause 13 affects the Intellectual Property Rights in any open source software. Any Intellectual Property Rights in any open source licence are subject to the terms of the open source licence under which it is provided.

14. Confidentiality

- 14.1** Except to the extent necessary to comply with any Statutory Requirement or government policy relating to the public disclosure of Confidential Information, neither Party will make public, disclose or use any Confidential Information of the other Party except in accordance with the Customer Contract, unless the other Party gives its prior written consent.
- 14.2** Each Party may disclose the Confidential Information of the other Party:
- (a) to the Contract Authority;
 - (b) the Director General, NSW Department of Finance and Services and to its Personnel;
 - (c) to its Personnel where the disclosure is essential to enable them to carry out their duties in connection with the Customer Contract or any Head Agreement; or
 - (d) to its Personnel, Related Companies and their directors, officers, employees, agents, contractors, lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the Party's performance under, the Customer Contract or any Head Agreement; or
 - (e) if the receiving Party is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 14.3** Each Party must ensure that any Confidential Information of the other Party is used solely for the purposes permitted under clause 14.2.
- 14.4** The Customer may at any time require the Contractor to arrange for its Subcontractors to execute without delay a Deed of Confidentiality between the Customer and the Subcontractor substantially in the form of Schedule 8 – Deed of Confidentiality.

15. Privacy

15.1 The Contractor must:

- (a) use, access, retain or disclose Personal Information obtained in connection with the Customer Contract only for the purpose for which the Personal Information was acquired;
- (b) not do any act or engage in any practice that would breach an IPP, or which if done or engaged in by the Customer, would be a breach of that IPP;
- (c) comply with, carry out and discharge the obligations contained in the IPPs as if it were the Customer carrying out and discharging those obligations;
- (d) notify the Customer immediately upon becoming aware of a breach or possible breach of any of the obligations in this clause 15.1, whether by the Contractor, its Approved Agents or their Personnel;
- (e) notify any individual that makes a complaint to the Contractor regarding the Contractor's acts or practices in relation to such individual's Personal Information, that the complaint may be investigated by the Privacy Commissioner;
- (f) comply with all reasonable directions of the Customer in relation to the care and protection of Personal Information held in connection with the Customer Contract and take all reasonable measures to ensure that such information is protected against loss, unauthorised access or use, modification or disclosure and other misuse;
- (g) ensure that any of the Contractor's Personnel who are required to deal with the Personal Information for the purposes of the Customer Contract are made aware of the obligations of the Contractor under this clause 15.1; and
- (h) ensure that any agreement with any Approved Agent or Subcontractor who may be fulfilling a requirement in relation to the Customer Contract which includes the handling of Personal Information, contains the same or equivalent obligations to this clause 15.1 which are enforceable by the Contractor against the Approved Agent or the Subcontractor, as applicable.

16. Insurance

16.1 The Contractor must hold and maintain, or be an insured under, one or more insurance policies, that provide the following cover:

- (a) public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover;
- (b) 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; and
- (c) workers' compensation insurance in accordance with applicable legislation.

The Contractor must maintain the coverage required under this clause 16.1 during the Contract Period.

16.2 Where the Customer Contract is entered into under a Head Agreement, the Contractor must also hold and maintain, or be an insured under, one or more insurance policies that have been agreed by the Contractor and the Contract Authority under the Head Agreement. Details of these insurances are stated in Item 7 of the General Order Form.

- 16.3** If the Customer Contract is for the provision of Services, the Contractor must hold and maintain, or be an insured under, one or more insurance policies that include professional indemnity or errors and omissions insurance that provide indemnity cover of at least the amount of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. The Contractor must maintain the coverage required under this clause 16.3 during the Contract Period and until the date that is 4 years from the last day of the Contract Period.
- 16.4** The insurance policies in clauses 16.1(a), 16.1(b) and 16.3 must include cover for the Contractor's liability for the acts and omissions of the Contractor's subcontractors to the same extent as if they were the acts and omissions of the Contractor.
- 16.5** All policies of insurance must be entered into with an insurer which has a rating of A- or better by AM Best or an equivalent rating organisation at the date when cover is commenced, or for workers' compensation insurance the insurer (including any self-insurance) must be authorised by law.
- 16.6** The Contractor must within 30 days of the start of the Contract Period or of a request in writing from the Customer provide the Customer with a certificate of currency issued by its insurer or insurance broker (or other form of evidence acceptable to the Customer) confirming that all the insurance policies required by the Customer Contract are current and that the insurance has the required limits of cover. Where the Contractor is insured under a Related Company's insurance policy, the certificate of currency must also show that the insurance policy includes the Contractor as an insured.
- 16.7** The Contractor agrees to hold, maintain or be an insured under, any additional insurance stated in Item 36 of the General Order Form.
- 16.8** Where the Contractor does not wish to hold and maintain, or be an insured under, insurance required by clauses 16.1 to 16.5, or does not wish to enter into one or more of those insurance policies with an insurer of the type required by clause 16.5, the Contractor may make application to the Customer to be exempted from the provisions of clauses 16.1 to 16.6. Such application must be supported by such documentation as may be required by the Customer, (including the Contractor's financial records (limited to publicly available financial records where a Contractor or any of its Related Companies is publicly traded)). The Customer may accept, conditionally accept or reject the Contractor's application. The Customer must provide the Contractor with written notice within 30 days of receipt of the Contractor's application of the Customer determination under this clause 16.8, and in absence of receipt of such written notice, the Contractor's application is deemed accepted by the Customer.
- 16.9** Where the Customer Contract is entered into under a Head Agreement:
- (a) the Customer cannot grant the Contractor consent to be exempt from any insurance requirements required under the Head Agreement;
 - (b) if the Contractor has obtained the Contract Authority's and the Director General's, NSW Department of Finance and Services consent to be exempt from the any insurance requirements under any Head Agreement, then the Customer must accept the Contractor's application for an application for any similar exemption under the Customer Contract.
- 16.10** The effecting of insurance does not limit or expand the liabilities or obligations of the Contractor under the other provisions of the Customer Contract.

17. Guarantees

PERFORMANCE GUARANTEES

17.1 Where the Customer Contract is entered into under a Head Agreement and the Contractor has provided a Performance Guarantee under that Head Agreement:

- (a) the Contractor agrees that the Customer has the benefit of that Performance Guarantee provided that the Customer is a Government Agency;
- (b) where the Customer is an Eligible non-Government Body, the Eligible non-Government Body cannot take the benefit of the Performance Guarantee provided to the Contract Authority under that Head Agreement, but the Eligible non-Government Body may separately agree with the Contractor that the Contractor is to provide a Performance Guarantee for the benefit of the Eligible non-Government Body under the Customer Contract in accordance with clause 17.2.

17.2 Where:

- (a) the Customer Contract is not entered into under a Head Agreement; or
- (b) the Customer Contract is entered into under a Head Agreement but the Contractor has not provided a Performance Guarantee under that Head Agreement,

and it is agreed in Item 37 of the General Order Form (provided that in the case of (b) above, the Contractor will notify the Contract Authority that the relevant Customer has requested a Performance Guarantee and the Contract Authority has given its written approval that a Performance Guarantee be provided for that Customer), the Contractor must arrange for a guarantor approved in writing by the Customer to enter into an agreement with the Customer substantially in the form of the agreement stated in Schedule 9 – Performance Guarantee, or such other document reasonably acceptable to the Customer. Where the guarantor is not domiciled in Australia the Customer may not refuse to accept an alternative form of guarantee solely on the basis that the jurisdiction and law of the guarantee is the jurisdiction and law of the country of the guarantor. This Performance Guarantee must be provided to the Customer within 30 days of the Commencement Date, or such other period stated in Item 37 of the General Order Form.

17.3 Any Performance Guarantee that is issued in favour of a Customer that is a Government Agency and clause 17.2(b) applies, can only be enforced by the Contract Authority acting on behalf of the Customer.

FINANCIAL SECURITY

17.4 If reasonably required by the Customer and agreed in Item 38 of the General Order Form, the Contractor must provide a Financial Security in the amount stated in Item 38 of the General Order Form substantially in the form of the agreement stated in Schedule 10 – Financial Security, or in the standard form that is usually provided by the issuing entity. The Contractor must, following such a request, ensure that the Financial Security is provided within 14 days of the Commencement Date, or such other period as agreed in Item 38 of the General Order Form.

17.5 The Financial Security will be held as security for the due and proper performance and completion of all the obligations of the Contractor under the Customer Contract.

17.6 The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution (**Issuer**) acceptable to the Customer.

17.7 If the Contractor fails to properly perform and complete its obligations under the Customer Contract, and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Customer may deduct its loss or damage (in so far as those losses and damages may be payable by the Contractor taking into account the terms and

conditions of the Customer Contract, including the provisions of clause 18) from the Financial Security.

- 17.8** The Contractor agrees that the Customer will have no liability for any loss or damage suffered or incurred by the Contractor where the Customer exercises its rights in accordance with clause 17.7 in good faith.
- 17.9** Upon performance of part of the Customer Contract in accordance with its terms, the Contractor may request the Customer to consent to the discharge of the Financial Security provided under the Customer Contract and the substitution of another Financial Security in substantially the same form but for a lesser maximum aggregate sum. The Customer must not unreasonably withhold its consent to the substitution where the part performance of the Customer Contract has proportionately reduced the risk for which the Financial Security was originally provided.
- 17.10** The Financial Security will end on the sooner of:
- (a) the date when payment is made by the Issuer up to the maximum amount required under the Financial Security;
 - (b) one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Customer Contract;
 - (c) the date the Customer and Contractor agree in writing to release the Issuer;
 - (d) the date the Customer notifies the Issuer that the Financial Security is no longer required.
- 17.11** The Customer must reimburse the Contractor for any reasonable costs it incurs, including the fees payable to the Issuer, in connection with providing the Financial Security. These costs and fees must be reimbursed to the Contractor within 30 days of the Contractor providing a Correctly Rendered Invoice for the costs and fees.

18. Liability

- 18.1** To the extent permitted by law, and subject to clauses 18.2 to 18.7, the Contractor's liability in contract (including under an indemnity), tort (including negligence), breach of statutory duty or otherwise in respect of any loss, damage or expense arising out, of or in connection with, the Customer Contract shall not exceed in aggregate for all claims that arise out, of or in connection with, the Customer Contract, the greater of:
- (a) \$100,000; or
 - (b) in respect of claims that arise from:
 - (i) a Non-Recurring Service or Product; two times the Contract Value for the Non-Recurring Service or Product;
 - (ii) a Short Term Recurring Service; the Contract Value for the Short Term Recurring Service; or
 - (iii) a Recurring Service other than a Short Term Recurring Service;
- (A) if the claim arose after the Recurring Services had been provided for 12 months; the amount paid or unpaid but due and outstanding, for

the Recurring Service for the 12 months prior to the date that the claim first arose; or

- (B) if the claim arose prior to the Contractor providing 12 months of Recurring Services; the amount that is 12 times the average monthly amount that was paid or unpaid but due and outstanding for the Recurring Service prior to the date on which the claim first arose.

18.2 In all cases, any refund of monies, payment of liquidated damages, or payment of any fees, rebates, credits, damages, losses, expenses, (including third party costs incurred and paid by the Contractor if a third party is engaged by the Customer to remedy a breach by the Contractor in accordance with the Customer Contract), liabilities or any other amounts that are stated as being payable by the Contractor in respect of any breach of the Customer Contract or under an indemnity, are included in determining whether the limitation of liability has been reached.

18.3 If the Customer Contract is for the supply of any Deliverables:

- (a) where the Contract Price under the Customer Contract is greater than \$20,000,000; or
- (b) where the Customer Contract is for Deliverables that are to be used for a Prescribed Use,

the Parties must discuss and agree an alternative cap of liability in Item 39 of the General Order Form.

18.4 Notwithstanding any other clause in the Customer Contract, neither Party is liable to the other Party for any Consequential Loss (including under an indemnity).

18.5 Notwithstanding any other clause in the Customer Contract, the Contractor has no financial cap on its legal liability where that liability arises from:

- (a) bodily injury (including sickness and death), including to the extent that the legal liability is covered by the indemnity in clause 19.1(b);
- (b) loss of, or damage to, tangible property, including to the extent that the legal liability is covered by the indemnity in clause 19.1(b);
- (c) breach of the Contractor's obligation of confidence under or pursuant to clause 14;
- (d) the Contractor's indemnity in respect of breach of privacy obligations as stated in clause 19.1(a); or
- (e) the Contractor's indemnity for IP Claims as stated in clause 19.1(c).

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

- (a) any negligent or malicious act or omission of Party B or its Personnel; or
- (b) any failure by Party B or its Personnel to comply with its obligations and responsibilities under the Customer Contract,

contributed to the damage, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

18.7 The Parties must use their reasonable efforts to mitigate any loss arising out of or in connection with the Customer Contract.

19. Indemnities

CONTRACTOR INDEMNITY

- 19.1** The Contractor must indemnify and hold harmless the Customer, its officers and employees against any loss or expense which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) to the extent it:
- (a) arises out of or in connection with the Contractor's breach of any privacy obligations under or pursuant to clause 15.1;
 - (b) is the result of a claim against the Customer, its officers or employees made by a third party arising out of or in connection with a malicious or negligent act or omission of the Contractor, its directors, officers, employees, agents and subcontractors in the performance of the Contractor's obligations to the Customer under the Customer Contract; or
 - (c) is the result of a claim against the Customer, its officers or employees made by a third party that the use of the Deliverable in accordance with the Customer Contract infringes any Intellectual Property Rights, including the Moral Rights, of the third party claimant, that are enforceable in Australia (**IP Claim**).
- 19.2** The Customer must promptly, and in any event within 5 Business Days of being notified of a claim for which it is seeking an indemnity under clause 19.1(b) or 19.1(c), provide the Contractor with Notice in Writing of the details of the claim. The Customer must (unless there is any government policy that prohibits the Contractor from handling the process for the settlement of the claim) permit the Contractor, at the Contractor's expense, to handle the process for the settlement of such claim and, as permitted by law, to control and direct any litigation that may follow a claim under clause 19.1(b) or 19.1(c) (including selecting solicitors and counsel), subject to the Contractor agreeing to comply at all times with the government policy relevant to the conduct of the litigation.
- 19.3** If the Customer does not permit the Contractor to handle the process for the settlement of such claim under clause 19.2 and, as permitted by law, to control and direct any litigation that may follow a claim under clause 19.1(b) or 19.1(c), then the Customer must promptly and fully defend the claim (whilst complying with government policy), and not settle the claim without the Contractor's prior written consent, such consent not to be unreasonably withheld. The Customer must keep the Contractor fully informed throughout the period of the claim, including providing copies of all relevant documents.
- 19.4** The Customer must, upon the Contractor confirming its obligations under the indemnity in clause 19.1, provide the Contractor with reasonable assistance in defending, settling or otherwise conducting the negotiations or litigation, at the Contractor's expense, including providing all relevant documents, permitting its Personnel to testify for the Contractor if requested by the Contractor and using any defence that might be available to the person being indemnified.
- 19.5** Notwithstanding clause 19.1(c), the Contractor is not required to indemnify the Customer, its officers and employees to the extent that the IP Claim is caused by:
- (a) any open source software that forms part of the Deliverable;
 - (b) the combination, operation or use of the Deliverable with any other product, equipment business method, software or data;
 - (c) any Intellectual Property Rights including Moral Rights, material or thing provided by any person other than the Contractor or its Personnel, including any Customer Supplied Items;

- (d) any modification of the Deliverable by any person other than the Contractor or its agents;
 - (e) the Contractor following the designs, specifications or instructions provided by the Customer or other person on the Customer's behalf; or
 - (f) the continued use of the Deliverable after the Contractor has provided the Customer a new software version, patch or correction, or a replacement part or other correction that would have overcome the infringement.
- 19.6** Without prejudice to the Customer's rights under clause 19.1(c), if there is an IP Claim then the Contractor may, with the consent of the Customer, at the Contractor's expense, either:
- (a) obtain for the Customer the right to the continued use of the Deliverable in accordance with the Customer Contract;
 - (b) replace or modify the Deliverable so that the alleged infringement ceases and the replaced or modified Deliverable provides the Customer with substantially similar functionality and performance as required in the Contract Specifications; or
 - (c) if, in the opinion of the Contractor, neither 19.6(a) nor 19.6(b) is reasonably commercially available and the Customer is not subject to the benefits of the legislation in clause 19.10, the Contractor may terminate the Customer Contract, and will be liable for damages to the Customer for such termination.
- 19.7** Notwithstanding clause 19.1, the Contractor is not required to indemnify the Customer under clause 19.1(b) or 19.1(c) (as applicable), its officers and employees:
- (a) if the third party making a claim under clause 19.1(b) or the IP Claim (as applicable) is the Contract Authority or any other Eligible Customer who is obtaining the benefit of, or being provided with, the Product, Service or Deliverable under the Customer Contract; or
 - (b) where the third party claim under clause 19.1(b) or the IP Claim arises from, or in connection with, the supply of any Product, Service or Deliverable (or the supply of any item based on any Product, Service or Deliverable) to the third party, whether the supply was made by the Customer or any person who has, directly or indirectly, acquired the Product, Service or Deliverable or item based on the Product, Service or Deliverable from the Customer.
- 19.8** The Contractor's liability in respect of the indemnity provided under:
- (a) clauses 19.1(a), is subject to clauses 18.4, 18.6 and 18.7;
 - (b) clause 19.1(b), is subject to clauses 18.1 to 18.7;
 - (c) clause 19.1(c), is subject to clauses 18.4, 18.6 and 18.7.
- 19.9** The Customer must give the Contractor 10 Business Days' Notice in Writing of an intention to claim a liability, loss or expense in accordance with clause 19.1(a) including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.
- 19.10** For the purposes of clause 19.1(c) an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of the Patents Act (Cth) 1990 s.163, the Designs Act (Cth) 2003 ss 96, 100, the Copyright Act (Cth) 1968 s.183 and the Circuits Layout Act 1989 (Cth) s.25, constitute an infringement.

20. Conflict of Interest

20.1 The Contractor must:

- (a) provide the Customer with Notice in Writing upon becoming aware of the existence or possibility of a Conflict of Interest that arises in the performance of its obligations under the Customer Contract; and
- (b) comply with any direction given by Customer in relation to managing that Conflict of Interest.

21. Performance Management

REPORTING

21.1 The Contractor must provide to the Customer the reports stated in the Order Documents including Item 40 of the General Order Form in the time frame and format agreed in the Order Documents or as reasonably required by the Customer.

22. Government Policy

POLICY

- 22.1 If there is a Head Agreement and the Contractor was required to provide a competitive quote prior to entering into this Customer Contract, the Contractor must comply with the NSW Government policy known as the "Small and Medium Enterprises ('SME') Policy Framework". The Contractor acknowledges that it has read clause 16 of the Head Agreement which sets out the requirements of the Contractor imposed by the "Small and Medium Enterprises ('SME') Policy Framework " and agrees to comply with those requirements in respect of the competitive quote.
- 22.2 If there is no Head Agreement and the Customer Contract is a standalone Customer Contract then if the Contractor was required to provide a competitive quote prior to entering into this Customer Contract the Contractor must, during the Contract Period, comply with the NSW Government policy known as "Small and Medium Enterprises ('SME') Policy Framework " in respect of the competitive quote. The Contractor acknowledges that it has read the "Small and Medium Enterprises ('SME') Policy Framework at <http://www.procurepoint.nsw.gov.au/procurement-reform/about-nsw-procurement-reform/small-and-medium-enterprises-policy-framework> which sets out the requirements of the Contractor imposed by the Small and Medium Enterprises ('SME') Policy Framework.
- 22.3 The Contractor must comply with the NSW Department of Finance and Services (DFS) Business Ethics Statement (<http://www.services.nsw.gov.au/about-us/business-ethics>)

23. Contract Administration

REPRESENTATIVES

- 23.1 Each Party may nominate an employee who is its Authorised Representative in Item 3 or Item 6 of the General Order Form.
- 23.2 Each Party warrants to the other Party that its Authorised Representative has the authority to provide such consents and approvals as are required for the purposes of this Customer Contract and to issue instructions and directions as necessary for the purposes of this Customer Contract, on behalf of that Party.

NOTICE OF CHANGE OF CONTROL

- 23.3** The Contractor must promptly provide the Customer with Notice in Writing of any Change in Control, other than a Change of Control that is a solvent re-organisation with shares being transferred between Related Companies.

RECORD KEEPING

- 23.4** The Contractor must keep financial records and other information relevant to the performance of the Customer Contract including as are required to comply with any applicable Statutory Requirement. The Contractor must give the Customer access to and copies of such records and information (excluding information relating to profit margins) within a reasonable time of a written request from the Customer.

NOTICES

- 23.5** Any Notice in Writing must be sent to the receiving Party's Service Address addressed to the Party's nominee for receipt of notices, or if no such position is nominated, it must be addressed to the Authorised Representative. A Notice in Writing must not be sent by email.
- 23.6** Any Notice in Writing is regarded as given and received:
- (a) if sent by mail; 3 Business Days after it is posted; and
 - (b) if sent by fax; at 9.00 am on the Business Day following the day when the addressee actually receives it in full and in legible form.

24. Dispute Resolution

- 24.1** The Parties agree to resolve any conflicts or issues between them that arise during the Contract Period out of, or in connection with, the Customer Contract in accordance with clause 24.
- 24.2** If a dispute arises out of, or in connection with the Customer Contract during the Contract Period, then, subject to clause 24.13, the aggrieved Party must submit a Notice in Writing to the other Party of the issue, and if the issue relates to an allegation of breach of contract or any damages the notice must include details of the breach, including the relevant clauses of the agreement which are alleged to have been breached, and (if applicable) the damages claimed and how the damages are calculated (**Issue Notice**). The Issue Notice must be submitted within a reasonable time of the Party becoming aware of the issue. If the Party submitting the Issue Notice is the Contractor, then where the Customer Contract is made under a Head Agreement, the Contractor must send a copy of the Issue Notice to the Contract Authority.
- 24.3** If a Party submits an Issue Notice under clause 24.2, each Party must nominate in writing, within 7 days, a senior executive who will attempt to resolve the dispute. The nominated senior executives will promptly meet at a time and place that is mutually convenient with the objective of resolving the issue. The nominated senior executives may invite other personnel to attend the mutually convenient conference subject to a list of additional invited personnel being provided to the other nominated senior executive at least 24 hours prior to the conference.
- 24.4** If the Parties are able to agree upon a resolution to the dispute, the terms of the agreement are to be documented and signed by both nominated senior executives. Such an agreement will be binding on both Parties.
- 24.5** Each Party will bear its own costs under clauses 24.2 to 24.4.

- 24.6** If the dispute is not resolved within 21 days of the date that the Issue Notice was received by the other Party, either Party may then refer the dispute to expert determination in accordance with clauses 24.7 to 24.8.
- 24.7** The Party that requires that the dispute is resolved by expert determination must submit a Notice in Writing to the other Party specifying the issue to be decided by expert determination, and if the issue relates to an allegation of breach of contract or any damages the notice must include details of the breach, including the relevant clauses of the agreement which are alleged to have been breached, and (if applicable) the damages claimed and how the damages are calculated (**Referral Notice**).
- 24.8** If the dispute is to be resolved by expert determination the Parties will be bound by the provisions and procedures contained in Schedule 11 – Dispute Resolution Procedures, unless agreed otherwise in writing.
- 24.9** If a Referral Notice has not been submitted within 20 Business Days of becoming entitled under clause 24.6 then the issue is barred from expert determination or any other action or proceedings, subject to clause 24.13. The Customer and the Contractor may, in writing, agree to extend this 20 Business Days period for the purposes of continuing to negotiate a resolution of a particular dispute for up to another 20 Business Days.
- 24.10** Notwithstanding the existence of a dispute each Party must continue to perform its obligations under the Customer Contract during the period of the attempt to resolve this issue under clauses 24.2 to 24.8.
- 24.11** Unless the Parties otherwise agree in writing, clauses 24.7 to 24.8 do not apply to disputes for which:
- (a) either Party's claim exceeds \$250,000 or the amount stated in Item 41 of the General Order Form;
 - (b) includes any dispute that involves a party claiming that a statutory guarantee under the CCA is involved in the dispute; or
 - (c) relates to an issue of the type stated in Item 41 of the General Order Form.
- In this case if the dispute is not resolved within 15 Business Days of the date that the Issue Notice was received by the other Party, either Party may commence any other form of resolution, including court proceedings.
- 24.12** The amount specified in Item 41 of the General Order Form shall include the total amount being claimed by both Parties including the amount of any cross claim but excludes any set offs, interest and legal costs. If the Parties are unable to agree on the total amount being claimed each Party shall submit a claim to the other Party detailing the nature of the claim, the relevant term of the Customer Contract which has been breached and how it calculated the amount of its claim. Where only one Party is submitting a claim the other Party shall be entitled to submit its estimate of the amount of the claim to the other Party. If the calculations of each Party differ from one another the amount in dispute for the purposes of Item 41 of the General Order Form shall be calculated by totaling the value of all the claims or estimated amount of the claims together and dividing that amount by the total number of claims and estimated claims.
- 24.13** The provisions of clauses 24.2 to 24.12 do not apply where a party seeks urgent interlocutory relief or where a Party has terminated the Customer Contract for a Substantial Breach or Fundamental Breach of the Agreement.

25. Termination

- 25.1** If the Customer Contract is made under a Head Agreement then termination or expiry of the Head Agreement does not affect the Customer Contract, unless the context necessarily requires it.

TERMINATION FOR CAUSE BY THE CUSTOMER

- 25.2** The Customer may terminate the Customer Contract immediately by providing the Contractor Notice in Writing if:
- (a) the Contractor suffers an Insolvency Event; or
 - (b) the Contractor has committed a Substantial Breach and the Contractor has not either:
 - (i) rectified that Substantial Breach within 14 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing specifying the details of the breach; or
 - (ii) proposed steps that are reasonably acceptable to the Customer that it will take to remedy the Substantial Breach and a timeframe within which the Contractor will take them which are reasonably acceptable to the Customer.
 - (c) the Contractor fails to comply with the NSW Department of Finance and Services (DFS) Business Ethics Statement (<http://www.services.nsw.gov.au/about-us/business-ethics>) including failure to:
 - (i) comply with applicable NSW Government Code of Practice and DFS's procurement policies and procedures,
 - (ii) provide accurate and reliable advice and information when required,
 - (iii) declare actual or perceived conflicts of interest as soon as the Contractor become aware of the conflict,
 - (iv) act ethically, fairly and honestly in all dealings with DFS, the Contract Authority or the Customer,
 - (v) take all reasonable measures to prevent the disclosure of Confidential Information of DFS, the Contract Authority and the Customer,
 - (vi) assist DFS, the Contract Authority or the Customer to prevent unethical practices in the business relationship,

or engaging in any form of collusive or unethical practices, including offering staff of DFS, the Contract Authority or the Customer inducements or incentives designed to improperly influence the conduct of their duties.

TERMINATION FOR CONVENIENCE BY THE CUSTOMER

- 25.3** The Customer may by Notice in Writing at any time terminate the Customer Contract for convenience, such termination to be effective immediately unless stated otherwise on the Notice In Writing. The Contractor must immediately comply with any directions given in the Notice in Writing and must do everything that is reasonably practical to mitigate its losses arising in consequence of termination of the Customer Contract under this clause 25.3.
- 25.4** If the Customer exercises its right under clause 25.3, the Customer must:
- (a) indemnify the Contractor against any liabilities or expenses, which are reasonably and properly incurred by the Contractor to the extent that those liabilities or expenses were

incurred as a result of termination of the Customer Contract in accordance with clause 25.3; and

- (b) pay any amount that is stated in the Order Documents including Item 42 of the General Order Form.

25.5 Once the Customer has paid the amounts in clause 25.4 no further compensation is payable for any termination under clause 25.3.

TERMINATION FOR CAUSE BY THE CONTRACTOR

25.6 The Contractor may terminate the Customer Contract immediately by providing the Customer Notice in Writing if the Customer has:

- (a) not paid any amount that has not been disputed by the Customer in accordance with clause 11.11 by the date that payment was due to be made; and
 - (i) the Contractor has provided written notice of this failure; and
 - (ii) the Customer has failed to pay that undisputed amount within 28 days of receipt of the written notice of failure;
- (b) committed a Fundamental Breach of the Customer Contract and the Customer has not rectified that Fundamental Breach within 28 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing from the Contractor specifying the details of the breach;
- (c) committed, in respect of its:
 - (i) privacy obligations under the Customer Contract:
 - (A) more than one Unremedied Breach; or
 - (B) more than one breach which is incapable of remedy and, after the first such breach, the Customer has failed to take reasonable appropriate action to mitigate against the recurrence of such a breach;
 - (ii) obligations of confidentiality under the Customer Contract
 - (A) more than one Unremedied Breach; or
 - (B) more than one breach which is incapable of remedy and, after the first such breach, the Customer has failed to take reasonable appropriate action to mitigate against the recurrence of such a breach; or
 - (iii) obligations as to the Contractor's Intellectual Property Rights under the Customer Contract:
 - (A) more than one Unremedied Breach; or
 - (B) more than one breach which is incapable of remedy and, after the first such breach, the Customer has failed to take reasonable appropriate action to mitigate against the recurrence of such a breach;

where, for the purposes of this clause 25.6(c), "**Unremedied Breach**" means a breach which is capable of remedy and which has not been rectified within 28 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing from the Contractor specifying the details of the breach; or

- (d) suffered an Insolvency Event.

CONSEQUENCES OF TERMINATION

- 25.7** In the event of termination under clause 25.2, the Customer may obtain from any other source a reasonably similar alternative to the Deliverable in which case the Contractor shall, subject to clause 18, be liable to the Customer for any reasonable expenses incurred and any losses sustained (including any price difference between the Deliverable and the similar alternative) by the Customer.
- 25.8** If the Customer Contract:
- (a) is terminated by the Customer for cause or it expires, then the Customer may provide the Contractor with written notice requiring the Contractor at its expense to remove Deliverables or to dismantle or remove work from the Customer's premises by a date stated in that notice;
 - (b) is terminated by the Contractor for cause, then the Contractor may provide the Customer with written notice requiring the Customer to return any Deliverables that have not been paid for in full, and the Customer must return those Deliverables at its expense by the date stated in that notice; and
 - (c) such termination or expiry is without prejudice to any right of action or remedy that has accrued or may accrue to either Party.

26. General

VARIATION

- 26.1** Subject to any other rights given under this Customer Contract to vary its terms and the following provisions of clause 26.2, neither a Change Request nor a Contract Variation shall be valid unless agreed in writing and signed by both the Customer and the Contractor.
- 26.2** Where the Customer Contract is entered into, the Customer must obtain the written approval of the Director General, NSW Department of Finance and Services prior to agreeing to a variation of any term or condition including a variation to any of the Protected Clauses. In such circumstances, the Contractor must obtain a copy of such written approval from the Customer before entering into the relevant Change Request that varies a term or condition including a Protected Clause.

ASSIGNMENT AND NOVATION

- 26.3** The Contractor must not assign in whole or in part or novate the Customer Contract without obtaining the prior written consent of the Customer, which consent may be withheld in its discretion.
- 26.4** The Contractor acknowledges that the Customer may conduct financial and other inquiries or checks on the entity proposing to take over the Customer Contract before determining whether or not to give consent to the assignment or novation.
- 26.5** The Customer at its own cost, may assign or novate, the Customer Contract, where by operation of statute the Customer is reconstituted into a new legal entity, to that new legal entity. If the assignment or novation changes the scope of the obligations or Deliverables to be provided by a Contractor under a Customer Contract, a Change Request (or Contract Variation, if applicable) must be effected, which will include a variation to the Price to reflect any increased costs that are incurred by the Contractor, or increased benefits that are gained by the Customer (as newly defined), as a result.

- 26.6** The Customer may, at its own cost, assign or novate the Customer Contract to any other Eligible Customer with the prior written consent of the Contractor, such consent not to be unreasonably delayed or withheld.

WAIVER

- 26.7** A waiver in respect of a breach of a provision of the Customer Contract by a Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce any provision of the Customer Contract will not be interpreted as a waiver of that provision.

MATERIAL ADVERSE EVENTS

- 26.8** The Contractor must provide the Customer with Notice in Writing immediately upon becoming aware of the existence or possibility of a Material Adverse Event.

UNFORESEEN EVENTS

- 26.9** A Party is excused from performing its obligations to the extent it is prevented by an Event, except an Event that is the subject of a Business Contingency Plan. The Contractor must immediately notify the Customer of the occurrence of the Event when the Contractor becomes aware of it or when the Contractor ought reasonably to be aware of it.
- 26.10** Each Party must make all reasonable efforts to minimise the effects of the Event. If the affected Party is prevented from performing its obligations under the Customer Contract by the Event for 60 days or such other period agreed in writing, then the other Party may in its discretion immediately terminate the Customer Contract by giving Notice in Writing of termination to the other Party.
- 26.11** Where the Customer Contract is terminated by the Customer in accordance with clause 26.10:
- (a) the Contractor is entitled to payment for work performed in accordance with the Customer Contract up to the date of termination; and
 - (b) the Parties must otherwise bear their own costs and will be under no further liability to perform the Customer Contract.

SEVERABILITY

- 26.12** If any part of the Customer Contract is void or voidable, then that part is severed from the Customer Contract without affecting the continued operation of the remainder of the Customer Contract.

ENTIRE AGREEMENT

- 26.13** To the extent permitted by law:
- (a) the Customer Contract constitutes the entire understanding and agreement between the Contractor and the Customer in relation to its subject matter. Any prior representation, arrangement, agreement or undertaking given or received by either Party is superseded and shall have no effect;
 - (b) the warranties stated in the Customer Contract are the sole warranties provided by the Parties; and
 - (c) neither Party makes any other warranty, including any implied warranties of merchantability and of fitness for a particular purpose.

RIGHTS ARE CUMULATIVE

- 26.14** Subject to clause 6.33, the rights and remedies provided under the Customer Contract are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

SURVIVAL

- 26.15** The provisions of clauses 3.11 to 3.13, 6.42 to 6.44, 8.1 to 8.4, 13.4 to 13.8, 13.12, 13.13, 14.1 to 14.3, 15, 16.3, 18, 19, 25.7, 25.8, 26.15 and 26.17 and any other clause which naturally should survive termination or expiry of the Customer Contract shall survive termination or expiry of the Customer Contract.

COUNTERPARTS

- 26.16** If there are a number of counterparts of the Customer Contract, the counterparts taken together constitute one and the same instrument.

APPLICABLE LAW

- 26.17** The laws of the New South Wales govern the Customer Contract and the Parties submit to the exclusive jurisdiction of the courts of New South Wales.

SIGNED AS AN AGREEMENT

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

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

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

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 1: General Order Form

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:	Sydney Trains (ABN 38 284 779 682)

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:	Level 13, 477 Pitt Street, Sydney NSW 2000

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:	Stefano Bianchini

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:	Ajilon Australia Pty Ltd (ABN 25 076 517 354)

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 2, 68 Pitt Street, Sydney NSW 2000

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:	Anthony Rakuljic

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)	Not applicable.
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 the Head Agreement:	Not applicable.
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	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
accordance with applicable legislation:	
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable.
Performance Guarantee (clause 17.1)	Not applicable.
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	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X 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"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input type="checkbox"/>	Schedule 9 – Performance Guarantee	<input checked="" type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input checked="" type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date the last party executes the Customer Contract and the General Order Form.
Specify the end of the Contract Period:	The Contract Period will commence on the Commencement Date and end on the date on which the Contractor has discharged all of its obligations under this Customer Contract.
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable.

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
As described in the PIPP set out in Annexure B to the Customer Contract, as updated or varied by the Parties from time to time (PIPP).	As specified in the PIPP.	As specified in the PIPP.	As specified in the PIPP.
	Sub-Total:		As specified in the PIPP.
	Delivery Charges:		As specified in the PIPP.
	Any Other Charges:		As specified in the PIPP.
	GST:		As specified in the PIPP.
This is the Contract Price (plus GST)	Total Amount:		As specified in the PIPP.

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	As specified in the PIPP.
Specify any delivery instructions:	As specified in the PIPP.
Specify the hours during which delivery may be made to the Site:	As specified in the PIPP.

Item 13 Contract Specifications

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 Contract Specifications consist of:</p> <ul style="list-style-type: none"> (a) the requirements for the Deliverables set out in the PIPP; (b) any requirements for the Deliverables set out in the Additional Conditions specified in Annexure A to the Customer Contract (Additional Conditions); (c) any documents included and / or referenced in Schedule 2 – Agreement Documents; (d) any other requirement or specification agreed between the Parties in writing; and (e) any documents incorporated by reference, or referred to, in any of the documents detailed above.

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 (clause 11.7 and 11.9)	
Specify the Customer’s officer to receive invoices:	Stefano Bianchini
Specify address to which invoices should be sent:	Level 13, 477 Pitt Street, Sydney NSW 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>	The default period of 30 days unless otherwise specified in the PIPP.
<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>	As specified in the PIPP.
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:</p>	The Contract Price 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))	
Specify the Price of any additional copies of the User Documentation:	Nil.

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 the PIPP.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The additional functions of the management committee and the times at which the management committee must meet, are specified in the PIPP.
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 the PIPP.
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 the PIPP.
Specify any other details:	As specified in the PIPP.

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:	No service and performance review/s of the Contractor’s performance apply.
Specify any specific time intervals for service and performance reviews:	Not applicable.

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 if a Site Specification is required:	No. A Site Specification is not required.
Access to Customer’s Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	None.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any requirements for the preparation and maintenance of the Site:	None.

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 (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	No. An Implementation Planning Study is not required.
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 27/10/11” and Annexure 1 to the Customer Contract.	Yes. The PIPP is set out in Annexure B 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):	As specified in the PIPP.

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will	No. Liquidated damages will not apply.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
apply:	
Specify the Milestones which are LD Obligations:	Not applicable.
Specify the Due Date for completion of each LD Obligation:	Not applicable.
Specify the calculation and amount of LDs for each LD obligation:	Not applicable.
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not applicable.

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: <ul style="list-style-type: none"> 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].	As specified in the PIPP.
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	No.
Specify the times when each CSI is to be provided:	As specified in the PIPP.
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	As specified in the PIPP.
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> a) a process to manage satisfactory and unsatisfactory verification checks; 	As specified in the PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> b) a process to manage 'reissued' CSI's: c) a process to manage repeat CSI verification checks: d) a process to manage 'draft' or 'incomplete' and 'updated' CSI's; e) a process to manage rejected CSI's: f) a process to manage previously satisfactory CSI which becomes defective: g) a list of required verification check forms and/or registers and a corresponding data entry process: h) a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil.
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:	As specified in the PIPP.

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. Escrow arrangements are not required.
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 (clause 6.45)	
Specify if a Business Contingency Plan is required:	No. A Business Contingency Plan is not required.
Specify when the Business Contingency Plan is required:	Not applicable.
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Not applicable.
Specify the periods that the Business	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contingency Plan must be reviewed, updated by the Contractor:	
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer’s Site (clause 7.4)	
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.	The Contractor must comply with, and must ensure that each of the Contractor’s Personnel comply with: (a) the Customer’s confidentiality and system security policy and procedures and execute a deed of confidentiality in a form acceptable to the Customer; (b) the Customer’s Code of Conduct; (c) the Customer’s internet usage policy and procedures; (d) the Customer’s site access sign-in process specified by the Customer when accessing a Site; (e) the Customer’s site access sign-out process when leaving a Site; and (f) with all other reasonable requirements specified by the Customer.

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)	
Specify the Customer’s Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	As specified in the 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)	
Specify the identity and roles and responsibilities of any of the Contractor’s Specified Personnel:	Details of the Contractor’s Specified Personnel are specified in the PIPP.

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	The Contractor must obtain a statutory declaration for the Subcontractor where required by the Customer or otherwise where that statutory declaration is a condition of the Customer's approval of a subcontract under clause 8.14.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	The Contractor must maintain accreditation that it is compliant with the following standards: (a) Quality Management System Guideline 2006; (b) AS/NZS ISO 9001:2008 standard or an approved equivalent standard as applicable to the Deliverables; and (c) any other standards specified in the PIPP or any of the Customer's policies or procedures that the Contractor is required to comply with (see item 30).

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	(a) Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any jurisdiction other than Australia (including any industry codes of conduct) that are applicable to the Deliverables, the Customer or the Contractor. (b) Any other laws specified by the Customer from time to time.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	The Customer's policies, standards and procedures as notified to the Contractor from time to time.

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 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	None.
Specify any codes, policies, guidelines or standards the Customer is to comply with:	None.

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 1.4)	
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. Specify this period: If no period is specified, the period is 2 Business Days:	Not applicable.
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. Specify the Acceptance Test Data:	Not applicable.
Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	Not applicable.
Acceptance (clause 10.1)	
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).	No Deliverables will be subject to Acceptance Testing.
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 (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.	For Deliverables that are Documents, as specified in clause 5.3 of the Additional Conditions. For all other Deliverables, 10 Business Days after those Deliverables were supplied.
Conducting Acceptance Tests (clause 10.3)	
For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:	Not applicable.
Specify the identification of the Deliverables or part of the Deliverables to be tested:	Not applicable.
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	Not applicable.
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
and when the environment and resources must be ready for use:	
Specify the methodology and process for conducting Acceptance Tests:	Not applicable.
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	Not applicable.
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	Not applicable.
Specify the Acceptance Test Data required:	Not applicable.
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:	Not applicable.

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:	As specified in the PIPP.
Specify any fee that is applicable for payment by credit/debit card	None.

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 and 13.9)	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	The licence granted under clause 13.7 must be granted on terms which are the same as the terms of the additional licence rights specified in clause 12.2 of the Additional Conditions.
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Nil.
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	Clause 13.10 applies to all New Material. The Contractor must only exercise its rights under clause 13.10(b): (a) for the purpose of supplying the Deliverables to the Customer; and

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	(b) to fulfil its obligations under the Customer Contract, unless otherwise agreed by the Customer in writing.

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
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:	Yes. The Contractor must arrange for its Subcontractors to execute Deed of Confidentiality substantially 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)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	At least \$20,000,000.00 in respect of each claim.
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:]	At least \$20,000,000.00 for the total aggregate liability for all claims.
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:]	At least \$10,000,000 for the total aggregate liability for all claims.
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:	<p>(a) Workers compensation insurance Cover: Liability for death of or injury (including occupations disease) to all workers performing the Services and Deliverables as required by <i>Workers Compensation Act 1987</i> (NSW). Extension: To be extended to cover the Principal's statutory liability to such workers, where permitted by <i>Workers Compensation Act 1987</i> (NSW). Period required: Before commencing the Services and Deliverables until the Contract Period expires.</p> <p>(b) Motor vehicle insurance – third party property Cover: All motor vehicles, trailers and mobile plant</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(whether registered or unregistered) used in connection with the Project.</p> <p>Period required: Before commencing the Services until the Service Term expires and, after that, whenever Services are performed.</p>

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:	Yes. The Contractor must provide a Performance Guarantee from Adecco SA.
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.	Within 10 Business Days after the Commencement Date.

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:	Yes. The Contractor must provide a Financial Guarantee to the value of 10% of the total Contract Value.
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.	Within 20 Business Days after the Commencement Date.

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
<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>	The Parties have agreed the Contract Value. This is set out in the PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<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: Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements 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>	<p>The Services are Non-Recurring Services.</p>
<p>Specify the alternative cap of liability (clause 18.3):</p>	<p>Not applicable.</p>

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Reporting (clause 21.1)</p>	
<p>Specify the reports required, (if any), the time for provision and the agreed format:</p>	<p>As specified in the PIPP.</p>

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Dispute Resolution (clause 24.11)</p>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$50,000.00
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Subject to clause 24.11(a), all disputes arising out of or in connection with the Customer Contract are to be determined by expert determination under clauses 24.7 to 24.8.

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 convenience under clause 25.3:	<p>The Customer will not have any liability to the Contractor for any termination under clause 25.3, other than the payment of the following:</p> <ul style="list-style-type: none"> (a) the direct costs incurred by the Contractor for demobilising its own employees; and (b) any costs payable to any subcontractor as a result of the termination. <p>Clause 15.1 of the Additional Conditions will apply to any costs that are recoverable under clause 25.4(b).</p>

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	Yes. The Additional Conditions are set out in Annexure A to the Customer Contract.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

By *[to be inserted by the Customer]* but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

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
High Level Solution Design Deliverables Acceptance Notice	2015/04/30
Ajilon Clarification and Defects List_V4	7/04/2015
Ajilon Defect and Clarification Sheet 27-3-15 with responses	7/04/2015
High Level Solution Design (PART A - Overview) v4.1	7/04/2015
High Level Solution Design (PART B - Systems Architecture) v4.0	20/03/2015
High Level Solution Design (PART C - Systems Product Detail) v4.1	7/04/2015
Sydney Trains ROC Updated Capability and Gap Analysis v4.1	7/04/2015
Ajilon Clarification and Defects List v2.0	20/03/2015
Ajilon Project Plan v4.0	20/03/2015
Ajilon submission overview	20/03/2015
ROC RAID-DRICASB Log v3.0	20/03/2015
ROC SP4 Program of Work v1.0	20/03/2015
ROC System Integration Approach v4.0	20/03/2015
Sydney Trains ROC Implementation Strategy v4.0	20/03/2015
Sydney Trains ROC Non Functional Design v4.0	20/03/2015
Ajilon supplemental information v1	15/05/2015
Ajilon Response to Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140825
Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140707

Schedule 3: Service Level Agreement

Not applicable

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:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending;
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered; and
 - (xi) accepted.
- 1.3** 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; and
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

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

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

AUTHORISATION

The Contractor must not commence work on the Change Request until 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 Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 5: Escrow Deed

Not applicable

Schedule 6 : Deed Poll – Approved Agents

Not applicable

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

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, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at

the day of 20

Before me,

Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

Between **Sydney Trains (ABN 38 284 779 682) (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

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

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

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

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

Confidential Information means information that:

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

but excludes any information which the Subcontractor can establish was:

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

Contractor means [insert name of Contractor].

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

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

Intellectual Property Rights means all intellectual property rights including:

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

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

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

State means the State of New South Wales.

GENERAL

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

3. Non disclosure

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

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

- 3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

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

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

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

LEGAL PROCEEDINGS

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

7. Indemnity and release

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

8. No exclusion of law or equity

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

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

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

13. Notices

- 13.1** Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2** All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3** If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered by Sydney Trains (ABN 38 284 779 682)

[Redacted signature line]

By [to be inserted by the Customer] but not so as to incur personal liability

[Redacted signature line]

In the presence of: [insert name of witness]

[Redacted signature line]

[Redacted signature line]

Signature of Customer

[Redacted signature line]

Signature of Witness

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

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

[Redacted signature line]

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

[Redacted signature line]

Signature Director

[Redacted signature line]

Signature of Director/Secretary

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

Schedule 9: Performance Guarantee

Deed dated the

day of

20

Between *[insert full legal name of the Customer]* (Customer)

And *[insert full legal name and any ACN/ABN of the Guarantor]* (Guarantor)

Purpose *[insert full legal name and ACN/ABN of the Contractor]* (Contractor) has agreed to offer to supply Products and Services to the Customer under a contract dated *[insert date of Customer Contract]* (Customer Contract).

DEFINITIONS

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

Contract Authority means *[insert legal name of Contract Authority]*.

Head Agreement means *[insert date and parties to the Head Agreement]*.

Insolvency Event means where the Contractor:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001* (Cth);
- (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001* (Cth);
- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001* (Cth);
- (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001* (Cth) or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

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

BY THIS DEED

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

1. If the Contractor (unless relieved from the performance of the Customer Contract by the Customer or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Customer Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Customer Contract.
2. Where the Guarantor consists of more than one legal person each of those persons agree to be bound jointly and severally by this Deed of Guarantee, and:
 - (a) where the Customer Contract is made under a Head Agreement, the Contract Authority (acting as agent of the Customer); or
 - (b) in all other cases, the Customer,may enforce this Deed of Guarantee against all or any of the persons who constitute the Guarantor. *[amend this clause as applicable]*
3. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Customer with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
4. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.
5. The obligations and liabilities of the Guarantor under this Deed of Guarantee will not exceed:
 - (a) the obligations and liabilities of the Contractor under the Customer Contract; and
 - (b) \$ [insert dollar amount].
6. Where the Contractor has failed to perform under the Customer Contract, the obligations of the Guarantor will continue even though the Contractor has been the subject of an Insolvency Event.
7. The rights and obligations under this Deed of Guarantee will continue until all obligations of the Contractor under the Customer Contract have been performed, observed and discharged.
8. A notice under this Deed of Guarantee must be a Notice in Writing.
9. The address for services of Notices in Writing under this Deed of Guarantee for a party is, in the case of the:

Guarantor

Physical address

Postal address

Fax number

Contractor

Physical address

Postal address

Fax number

Customer

Physical address

Postal address

Fax number

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

10. A Notice in Writing is deemed to be received if:
 - (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days;
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at 9.00 am the next Business Day).
11. The laws of the New South Wales govern the this Deed of Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

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

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

[Redacted signature area]

By *[insert name of Customer representative]*

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer representative

[Redacted signature area]

Print Name

[Redacted signature area]

Date

[Redacted signature area]

Signature of Customer's Witness

[Redacted signature area]

Print Name

[Redacted signature area]

Date

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

[Redacted signature area]

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

[Redacted signature area]

Signature Director

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Signature of Director/Secretary

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 10: Financial Security

Deed dated the

day of

20

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

And *[insert name and ACN/ABN]* (Guarantor)

DEFINITIONS

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

BY THIS DEED:

1. The _____ *[insert name of the Contractor and the ACN/ABN]* (Contractor) has agreed to supply Deliverables to the Customer under a contract *[insert date and name of parties to the Customer Contract]* (Customer Contract).
2. The Guarantor unconditionally agrees to pay to the Customer on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Customer to a maximum aggregate sum of \$ *[insert dollar amount]*.
3. The Guarantor's liability under this Financial Security will be a continuing liability until the sooner of:
 - (a) payment is made up to the maximum aggregate sum;
 - (b) the Customer notifies the Guarantor that this Financial Security is no longer required;
 - (c) *[insert date]; [Note: This date should be the date that is one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Contract]*
 - (d) the date the Customer and Contractor agree in writing to release the Guarantor.
4. No provision of this Financial Security may be waived, amended, supplemented or otherwise modified except by written instrument signed by the Guarantor and the Customer.
5. The laws of New South Wales govern this Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
6. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy by facsimile to the address last advised by one of them to the other. Where the notice is given or served by facsimile, the sending party must confirm receipt by any other means.
7. The address for services of notice for a party is, in the case of the:

Guarantor

Physical address

Postal address

Phone number

Fax number

Contractor

Postal address

Phone number

Fax number

Customer

Postal address

Phone number

Fax number

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

8. A notice or other communication under this Financial Security is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days; or
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours).

EXECUTED BY THE PARTIES AS A DEED ON THE DATE STATED BELOW

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

By *[insert name of Customer representative]*

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

Signature of Customer representative

Signature of Contract Witness

Print name

Print name

Date

Date

The Common Seal of *[insert Guarantor's name & ACN/ABN]*

was affixed by *[authority of the Board of Directors]*

in the presence of *[insert name of Director/Secretary or other permanent officer]*

in the presence of *[insert name of Director/Secretary or other permanent officer]*

Signature of Director/Secretary

Signature of Director/Secretary

Print name

Print name

Date

Date

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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

- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 4.1:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1** The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- 5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

6. Confidentiality

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

- (a) the Parties have otherwise agreed in writing;
- (b) the information is already in the public domain;
- (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
- (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
- (e) disclosure is otherwise required by law.

Schedule 12: PIPP

[The sample PIPP has not been included. See Annexure B of the Customer Contract for the PIPP.]

ANNEXURE A TO THE CUSTOMER CONTRACT ADDITIONAL CONDITIONS

PART A: SPECIFIC VARIATIONS TO PROCUREIT

1. Specific Variations to Part 2: Customer Contract

- 1.1 On and from the Commencement Date, Part 2 of ProcureIT Version 3.1 'Customer Contract' is varied as follows:
- (a) in clause 13.10 the word 'AAD' is deleted and replaced with '*creation*';
 - (b) in clause 18.4, the words 'Notwithstanding any other clause in the Customer Contract,' are deleted and replaced with '*Subject to the exceptions set out in clause 18.5 and any other exceptions set out in the Additional Conditions,*';
 - (c) in clause 19.8, the references to clause '18.4' are deleted;
 - (d) the following words are inserted at the beginning of clause 25.4(a), 'if the Order Documents do not state an amount that is payable on termination,'; and
 - (e) in clause 25.4(a) the words '; and' are deleted and replaced with '*or*'.

2. Specific Variations to Module 7

- 2.1 On and from the Commencement Date, Module 7 of ProcureIT Version 3.1 'Professional Services' is varied as follows:
- (a) in clause 6.1(a) the words 'in all material respects during the Warranty Period' are deleted;
 - (b) clause 6.2(c), 6.2(e) and 6.2(g) are deleted and replaced with 'Not used' and clauses 6.2(d) and 6.2(f) are renumbered 6.2(a) and 6.2(b) respectively;
 - (c) in clause 6.2(d) the word 'or' is inserted at the end of that clause; and
 - (d) in clause 6.4:
 - (i) the words 'from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that' in the first and second lines are deleted; and
 - (ii) the words 'in all material respects' in the last line are deleted.

PART B: OTHER ADDITIONAL CONDITIONS

3. Definitions

- 3.1 In these additional conditions:

“**Application**” means each of the following:

- (a) DTTS;
- (b) IMS; and
- (c) CIMS,

as the context requires.

“**Customer Data**” means:

- (a) data, information and other materials provided to, or generated by, the Contractor relating to the Customer or any other Agency or any of their operations, facilities, customers, Personnel, assets and programs (**Raw Data**); and
- (b) data, information and other materials in any format whatever generated, stored, processed, retrieved, printed or produced by or on behalf of the Contractor utilising the Raw Data.

“**Business Change**” means:

- (a) any Divestiture; or
- (b) any Restructure of the Customer, or any consolidation (including the performance of common functions) of the Customer or any part of the Customer with any other entity, including a State-owned corporation.

“**CIMS**” means the customer information management system described in the RFP and the High-Level Design.

“**Customer Environment**” means the combination of hardware, software, systems and network infrastructure and services used by the Customer from time to time.

“**Divestiture**” means any sale or divestiture of all or part of the Customer, its business or other assets, in whatever form (including by way of an initial public offering of shares).

“**DTTS**” means the day of operations timetable system as described in the RFP and the High-Level Design.

“**High-Level Design**” means the design set out in Annexure A of the PIPP.

“**IMS**” means the incident management system described in the RFP and the High-Level Design.

“**Interfacing Contractor**” means a person who supplies goods, services or other inputs with whom the Contractor must interface or interact to supply the Deliverables or otherwise as part of completing the project described in the PIPP, and includes the Key Contractors.

“**Key Contractor**” means each of the following:

- (a) Frequentis Australasia Pty Ltd and
- (b) any other person specified as a ‘key contractor’ by the Customer from time to time.

“**Restructure**” means any restructure, dissolution, merger, transfer of any or all of its assets, Personnel, and liabilities, in respect of all or any part of the Customer’s business or operations.

“**RFP**” means the request for proposals titled ‘No WS178494 Rail Operations Centre (ROC) Technology Solution’ dated 7 July 2014.

“**System**” means the rail operations centre technology solution comprising each of the Applications as described in the RFP and the High-Level Design.

“**Transition Services**” means any transition services that the Customer is required to supply relating to a Business Change.

4. Requirements for detailed design

REQUIREMENTS

4.1 The Contractor must:

- (a) ensure the design Deliverables it supplies under the Customer Contract:
 - (i) is consistent with, and is based on, the High-Level Design; and
 - (ii) meets the other Contract Specifications;
- (b) supply a design Deliverables for the System which ensures that:
 - (i) each Application integrates and interoperates with each other Application so that the System meets the requirements for the System specified in the RFP, the PIPP (including the High-Level Design) or any other component of the Contract Specifications;
 - (ii) the System meets all of the requirements specified for the System in the RFP, the PIPP (including the High-Level Design) or any other component of the Contract Specifications; and
 - (iii) the System integrates and interoperates with the Customer Environment:
 - (A) as described in the RFP, the PIPP (including the High-Level Design) or any other component of the Contract Specifications; and
 - (B) without causing any outage, interruption or degradation of any component of the Customer Environment; and
- (c) design the System in a manner that minimises the effort required to have the System or any of the Applications modified or integrated with other software at a later date.

INTERFACES

4.2 The Contractor must design the interfaces between the Applications or between the System (or the Applications) and the Customer Environment:

- (a) in a way that will enable the interface to accommodate subsequent updates and new releases of the software to which the interface relates (including updates and new releases for the Applications to which it relates); and
- (b) so that it is capable of being used as the basis for interfaces between the Applications or System (as applicable) and other software.

METHODOLOGIES

4.3 The Contractor must supply the Deliverables using methodologies specified in the PIPP.

5. Approval of Documents

APPLICATION

- 5.1 The process in this clause 5 applies to all Deliverables that are Documents.

SUBMISSION

- 5.2 The Contractor must submit all Deliverables which are Documents for approval in accordance with this clause 5 by the applicable date for that Deliverable specified in the PIPP.
- 5.3 AAD for a Document will occur on the date on which that Document is approved in accordance with this clause 5.

APPROVAL

- 5.4 The Customer must, within 15 Business Days after a Document is submitted to the Customer (or any alternative timeframe agreed between the Parties in writing), review that Document and give the Contractor Notice in Writing specifying that:
- (a) the Document meets the Contract Specifications and the Customer approves the Deliverable; or
 - (b) the Document does not meet the Contract Specifications and the Customer requires amendments to the Document, in which case the Customer must specify those amendments in the Notice in Writing.
- 5.5 If the Customer gives the Contractor a Notice in Writing requiring amendments to a Document under clause 5.4(b) of these Additional Conditions, the Contractor must, within 10 Business Days (or any alternative timeframe agreed between the Parties in writing), prepare a revised version of the Document which addresses all of the amendments required by the Customer.
- 5.6 The Parties must repeat the process in this clause 5 until the Customer approves each Document in accordance with clause 5.4(a) of these Additional Conditions or the Customer gives the Contractor a Notice in Writing in accordance with clause 5.7 of these Additional Conditions.

TERMINATION

- 5.7 If the Customer gives a Notice in Writing under clause 5.4(b) of these Additional Conditions 3 or more times for a Document, the Customer may terminate the Customer Contract to the extent it relates to that Deliverable and any related or dependent Deliverables supplied, or to be supplied, under the Customer Contract, with immediate or later effect, by giving the Contractor a Notice in Writing.

REFUND

- 5.8 If the Customer exercises its right under clause 5.7 of these Additional Conditions, the Contractor must, within 10 Business Days after receiving the Notice in Writing, refund to the Customer all amounts paid by the Customer in connection with the component of the Customer Contract that has been terminated.

6. Background checks

CONTRACTOR CHECKS

- 6.1 If requested by the Customer, or otherwise required by a Customer policy specified in the Order Documents the Contractor must:

- (a) conduct background checks on the Contractor's Personnel in the performance of the Customer Contract as and when required by the Customer or as specified in the applicable Customer policy; and
- (b) not use any Personnel in the performance of the Customer Contract who do not meet the requirements specified by the Customer (acting reasonably) from time to time, including in an applicable Customer policy, **(Customer Personnel Requirements)** unless otherwise directed by the Customer.

6.2 The Contractor must give the Customer the results of any background checks it conducts under clause 6.1 of these Additional Conditions within 2 Business Days of receipt.

CUSTOMER CHECKS

6.3 The Customer may at any time:

- (a) carry out the background checks referred to in clause 6.1 of these Additional Conditions itself; and
- (b) conduct such other investigations and background checks as the Customer considers appropriate,

(Customer Checks).

6.4 From time to time the Customer may (acting reasonably) request assistance relating to the Customer Checks. The Contractor must provide all assistance relating to the Customer Checks requested by the Customer promptly after the Contractor receives that request.

6.5 If a Customer Check shows that a member of the Contractor Personnel does not meet the Customer Personnel Requirements, the Customer must advise the Contractor as soon as possible.

CONSENT

6.6 The Contractor must obtain all necessary consent from Contractor Personnel to enable:

- (a) the Contractor and the Customer to conduct the checks or investigations under clauses 6.1 and 6.2 of these Additional Conditions; and
- (b) the Contractor to provide the results of its checks or investigations to the Customer.

6.7 If the Contractor is unable to obtain a consent required under clause 6.6 of these Additional Conditions from a person, then, unless the Customer agrees otherwise in writing, the Contractor must:

- (a) not engage that person to perform, or remove that person from performing, the Contractor's obligations under the Customer Contract; and
- (b) propose a replacement for that person who is acceptable to the Customer within 2 Business Days after the date on which it became aware of that issue.

REMOVAL AND REPLACEMENT

6.8 If:

- (a) a check performed by the Contractor or a Customer Check performed by the Customer shows that a member of the Contractor Personnel does not meet the Customer Personnel Requirements; and

- (b) that person is engaging in the supply of the Deliverables or the performance of the Contractor's obligations under the Customer Contract,

(Relevant Person) the Contractor must immediately:

- (c) remove that Relevant Person from the supply of the Deliverables or the performance of the Contractor's obligations under the Customer Contract; and
- (d) withdraw and remove all access that the Relevant Person has to the Customer Data, Customer Supplied Items, Customer software or systems or the Sites.

6.9 If the Contractor is required to remove a Relevant Person in accordance with clause 6.8 of these Additional Conditions, the Contractor must replace that Relevant Person:

- (a) with a member of the Contractor Personnel who meets the requirements for the Contractor's Personnel specified in the Customer Contract; and
- (b) if the Relevant Person is one of the Specified Personnel, with a member of the Contractor Personnel who is approved by the Customer in accordance with clause 8.9 of Part 2 of the Customer Contract.

TERMINATION

6.10 If the Contractor breaches this clause 6, the Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor a Notice in Writing.

7. Personnel

SKILLS, EXPERIENCE

7.1 The Contractor must:

- (a) only use Personnel who:
 - (i) are suitably qualified, skilled and experienced to supply the Deliverables; and
 - (ii) have received training on the applicable requirements for supplying the Deliverables, including compliance with all applicable Customer policies; and
- (b) ensure that all Contractor Personnel involved in the supply of the Deliverables are fluent in, and communicate with the Customer in, English.

REPLACEMENT PERSONNEL

7.2 The Customer (acting reasonably) may at any time request the Contractor to replace any member of the Contractor Personnel stating the reasons for the requirement.

7.3 If the Customer makes a request under clause 7.2 of these Additional Conditions, the following procedure will apply:

- (a) if the reason for the request is due to:
 - (i) a contravention of a Statutory Requirement, another law or a Customer policy by that member of the Contractor Personnel;
 - (ii) a breach of the work health and safety obligations or other act or omission by that member of the Contractor Personnel that endangered the health or safety

of any person on a premises, Site, facility or other location owned, leased or operated by the Customer; or

(iii) serious misconduct by that member of the Contractor Personnel,

the Contractor must immediately remove that member of the Contractor Personnel from the supply of the Deliverables or the performance of the Contractor's obligations under the Customer Contract;

(b) for any other reason, the Contractor must:

(i) promptly meet with the Customer and discuss its concerns; and

(ii) if, after those discussions, the Contractor cannot demonstrate to the Customer's satisfaction (acting reasonably) that it is able to address the Customer's concerns in a reasonable timeframe, replace that member of the Contractor Personnel; and

(c) if the Contractor is required to replace a member of the Contractor Personnel in accordance with this clause 7.3, it must ensure that:

(i) where that replacement relates to Specified Personnel, the person is approved by the Customer in accordance with clause 8.9 of the Customer Contract;

(ii) to the extent possible, there is a sufficient handover between the original member of the Contractor Personnel and the replacement so that the replacement is fully aware of the Deliverables and the Customer's requirements in connection with the Customer Contract (at no cost to the Customer); and

(iii) it withdraws and removes all access that the member of the Contractor Personnel being replaced has to the Customer Data, CSI, Customer software or systems or the Sites on the date on which that member of the Contractor Personnel was removed.

7.4 If the Contractor breaches clause 7.3 of these Additional Conditions the Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor a Notice in Writing.

8. Restrictions relating to locations of performance

8.1 The Contractor must not:

(a) supply any of the Deliverables from or at; or

(b) store, access, send, transfer or make accessible, any of the Customer Data at, to or from,

a location outside of New South Wales unless:

(c) that location is specified in the PIPP; or

(d) the Contractor has the prior written consent of the Customer (which the Customer may withhold or grant in its absolute discretion).

8.2 If the Customer provides the Contractor with consent under clause 8.1 of these Additional Conditions, the Contractor must comply with any conditions imposed by the Customer.

9. Service warranties

9.1 In addition to any other obligations of the Contractor under the Customer Contract, the Contractor warrants and represents that:

- (a) all Deliverables which are Services will be supplied in a safe and efficient manner and to the best of the Contractor's skill and knowledge; and
- (b) it has the necessary knowledge and resources to supply the Deliverables.

10. Fitness for purpose

10.1 In addition to any other Contract Specifications set out in the Customer Contract, the Contractor must ensure that each Deliverable is fit for the purposes for which it was supplied, including any purposes specified in the PIPP.

11. Defect rectification

BREACH OF SERVICE WARRANTY

11.1 If the Contractor breaches any warranty in relation to any of the Services, the Customer may (in addition to any other remedies it may have at law or under the Customer Contract) require the Contractor to supply the Services again at the Contractor's cost.

WARRANTY PERIOD

11.2 The Warranty Period for each Deliverable that is not a Service commences on AAD for that Deliverable and ends on the date which is 12 months after AAD.

DEFECTS

11.3 Subject to clause 11.4 of these Additional Conditions, without limiting any of the Customer's rights under law or the Customer Contract, if at any time during the Warranty Period for a Deliverable that is not a Service, the Contractor becomes aware of, or the Customer advises the Contractor of a Defect in that Deliverable, the Contractor:

- (a) must do all things necessary to correct the Defect:
 - (i) in accordance with the timeframes specified in the Customer Contract; or
 - (ii) if no timeframe is specified in the Customer Contract, within 10 Business Days after the date on which the Defect was identified (or any alternative timeframe agreed between the Parties in writing); and
- (b) warrants that the replacement or repaired Deliverable will comply with the applicable warranties in the Customer Contract.

11.4 Clause 11.3 of these Additional Conditions does not apply to a Defect to the extent that any of the exceptions set out in clause 7.1 of Module 7 were the cause of that Defect.

REMEDIES FOR SUPPLIER FAILURE TO CORRECT DEFECTS

11.5 Without limiting any of the Customer's rights under law or the Customer Contract, if the Contractor does not correct a Defect in accordance with clause 11.3, the Customer may do any one or more of the following:

- (a) require the Contractor to negotiate in good faith to agree a Change Request to the Customer Contract to provide a reduction in the Contract Price to reflect a diminution in value of the applicable Deliverable;
- (b) engage another supplier to correct the Defect, in which case the Contractor must pay the costs and expenses suffered or incurred by the Customer in doing so within 30 days of a demand by the Customer to do so; and
- (c) pursue any other remedy it may have at law or under the Customer Contract.

12. Additional licence rights

12.1 In addition to any other rights granted under the Customer Contract, if the Deliverables are, or incorporate, any of the Contractor's Existing Material, on and from the date on which they are supplied, the Contractor grants the Customer a non-exclusive, irrevocable, royalty-free licence:

- (a) to use, reproduce and adapt the Contractor's Existing Material for its internal business purposes; and
- (b) to sublicense any other person to use, reproduce and adapt the Contractor's Existing Material for the Customer's internal business purposes, including to supply services and deliverables to the Customer.

12.2 In addition to any other rights granted under the Customer Contract, if the Deliverables are, or incorporate, any third party's Existing Material:

- (a) on and from the date on which they are supplied, the Contractor grants the Customer a non-exclusive, irrevocable, royalty-free licence:
 - (i) to use, reproduce and adapt the Contractor's Existing Material for its internal business purposes; and
 - (ii) to sublicense any other person to use, reproduce and adapt the third party's Existing Material for the Customer's internal business purposes, including to supply services and deliverables to the Customer; and
- (b) no additional fees, charges, terms or conditions to those specified in the Customer Contract will apply to that third party's Existing Material.

12.3 The Contractor warrants that it has all rights, licences, consents and other approvals necessary to grant the licenses in clauses 12.1 and 12.2 of these Additional Conditions.

13. Civil Liability Act and Liability

13.1 The Parties exclude the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

13.2 Clauses 18.1 and 18.4 of Part 2 of the Customer Contract do not apply to the Contractor's liability for a breach of, or under, any of clauses 12.3 or 21.3 of these Additional Conditions.

14. Cross-termination

14.1 The Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor Notice in Writing if the Customer gives a termination notice for another Customer Contract with an Interfacing Contractor other than for convenience.

15. Costs relating to a termination for convenience

15.1 If the Customer terminates the Customer Contract under clause 25.3 of Part 2 of the Customer Contract, and the Contractor is entitled to recover liabilities, costs or expenses under clause 25.4 of Part 2 of the Customer Contract (**Termination Costs**), the Contractor may only do so to the extent that:

- (a) those Termination Costs are unavoidable and are directly, reasonably and necessarily incurred by the Contractor as a result of the termination;
- (b) those Termination Costs have not already been recovered by the Contractor through under a Contract Document (including as part of the Contract Price);
- (c) the Contractor substantiates that those costs have been or will be incurred to the Customer's satisfaction (acting reasonably);
- (d) those costs relate exclusively to the Deliverables and would not have been incurred by the Contractor but for the termination; and
- (e) the Contractor has not been able to mitigate those costs despite complying with its obligation under clause 25.3 of Part 2 of the Customer Contract.

16. Multi-sourcing and co-operation

16.1 The Contractor, must establish relationships and arrangements with all other Interfacing Contractors through which they:

- (a) work together;
- (b) co-ordinate their activities;
- (c) co-operate fully and comprehensively with each other;
- (d) interface their operations in a manner which is seamless;
- (e) integrate the services they each supply;
- (f) establish integrated processes which preserve their responsibility for the services they supply and ensure delivery of service level requirements; and
- (g) agree the scope of obligations and interactions needed to minimise the need for the Authority to be involved in resolving service problems or managing their relationship,

(Integration Outcomes).

16.2 The Contractor must:

- (a) provide the Customer and each Interfacing Contractor (as applicable) all co-operation and assistance requested by the Customer or an Interfacing Contractor (as applicable), including by:
 - (i) working with the Customer and Interfacing Contractors to facilitate the discharge of end-to-end service obligations and the meeting or exceeding of end-to-end requirements; and
 - (ii) providing the Customer and each Interfacing Contractor with access to materials and other resources; and

- (b) do all other things necessary,

to achieve the Integration Outcomes and to ensure that all services and deliverables (including the Deliverables) supplied to the Customer by the Contractor and each Interfacing Contractor, are supplied in a coordinated, effective and timely manner.

16.3 The Contractor:

- (a) acknowledges and agrees that any disputes between the Contractor and an Interfacing Contractor (**IC Disputes**) are to be resolved as far as possible without the need for the Customer's intervention; and
- (b) an IC Dispute must be reported to, and escalated to, the Customer in accordance with the process set out in the PIPP if it continues for more than 5 Business Days.

16.4 During the course of any IC Dispute, the Contractor must continue working with the Interfacing Contractors to maintain continuity of the Deliverables and the services and deliverables supplied by the Interfacing Contractor, regardless of responsibility.

CO-OPERATION AGREEMENT

16.5 From time to time the Customer may give the Contractor a Notice in Writing requesting that the Contractor enter into a co-operation agreement with one or more Interfacing Contractors.

16.6 If the Customer makes a request under clause 16.5 of these Additional Conditions, the Contractor must, promptly after receiving the request (and in any event within 5 Business Days after receiving the request), enter into a co-operation agreement in a form specified by, or approved by, the Customer with the Interfacing Contractors specified in the request.

17. Management of Key Contractors

MANAGEMENT OBLIGATIONS

17.1 The Contractor acknowledges and agrees that the Customer has entered into contracts with one or more Key Contractors.

17.2 Without limiting any other obligations under the Customer Contract, the Contractor must:

- (a) organise, coordinate and otherwise manage each Key Contractor to ensure that they provide the inputs necessary, as and when necessary, for the Contractor to perform its obligations under the Customer Contract, including to supply the detailed design for the System described in the PIPP;
- (b) organise, coordinate, manage, check and validate the services and deliverables supplied by a Key Contractor;
- (c) where necessary to perform its obligations under the Customer Contract, incorporate those services and deliverables into the Deliverables that the Contractor supplies under the Customer Contract, including the detailed design for the System described in the PIPP;
- (d) ensure that the services and deliverables supplied by the Key Contractors are performed efficiently and represents value for money for the Customer;
- (e) not do (or fail to do) anything that would prejudice or cause the Customer to breach its contract with any of the Key Contractors; and
- (f) in managing the Key Contractors, act in the Customer's best interests.

17.3 If a dispute has arisen, or a Key Contractor has breached its obligations under its contract with the Customer (**Issue**), the Contractor must immediately give the Customer Notice in Writing specifying the nature of the Issue.

17.4 The Contractor's obligation to give the Customer notice under clause 17.3 does not relieve the Contractor from performing, and the Contractor must continue to perform its obligation under clause 17.2.

17.5 The Contractor will not be liable to pay the Key Contractors all or any part of the amounts payable by the Customer to those Key Contractors under their contracts with the Customer.

PROCESS FOR ENDORSEMENT AND APPROVAL OF KEY CONTRACTOR DELIVERABLES

17.6 For each document deliverable that a Key Contractor supplies under its contract with the Customer (each a **Key Contractor Deliverable**):

- (a) the Contractor must check and validate that the Key Contractor Deliverable is correct and meets the requirements for that deliverable specified in the contract under which it is was supplied in accordance with clause 17.2(b);
- (b) if the Contractor is of the opinion that the Key Contractor Deliverable is not correct or does not meet any of the applicable requirements specified in the contract under which it was supplied, the Contractor must:
 - (i) advise the Customer of that fact; and
 - (ii) unless otherwise directed by the Customer, give the Key Contractor a notice in writing on behalf of the Customer specifying the amendments that are required to be made to the Key Contractor Deliverable; and
- (c) if the Contractor is of the opinion that the Key Contractor Deliverable is correct and meets all of the applicable requirements specified in the contract under which it was supplied, the Contractor must give the Customer a Notice in Writing:
 - (i) specifying that is the case; and
 - (ii) recommending that the Customer endorse the Key Contractor Deliverable.

17.7 If:

- (a) the Contractor gives the Customer a Notice in Writing under clause 17.6(c); and
- (b) despite the Contractor's recommendation to endorse a Key Contractor Deliverable, the Customer gives the Contractor a Notice in Writing requiring the Contractor to request amendments to that Key Contractor Deliverable,

the Contractor must give the Key Contractor a notice in writing, specifying the amendments that are required to be made to the Key Contractor Deliverable.

17.8 If the Customer endorses a Key Contractor Deliverable in writing, the Contractor must give the Key Contractor a notice in writing on behalf of the Customer, approving that Key Contractor Deliverable on behalf of the Customer.

17.9 The Customer appoints the Contractor as its agent to issue notices under a contract with a Key Contractor approving or requiring amendments to, Key Contractor Deliverables as required under with clause 17.6 of these Additional Conditions.

17.10 The Contractor must:

- (a) perform its obligations under clauses 17.6, 17.7 and 17.8 of these Additional Conditions; and
- (b) manage the Customer so that it responds in sufficient time to allow the Contractor to approve, or require amendments to, a Key Contractor Deliverable,

within the timeframes required for the Customer to do so under the applicable contract with the Key Contractor.

- 17.11** The Contractor must ensure that any notices that the Contractor gives on behalf of the Customer under clauses 17.6, 17.7 and 17.8 are given in accordance with, and meet any requirements set out in, the contract between the Customer and the applicable Key Contractor.

18. Business Change

RIGHTS

- 18.1** The Contractor acknowledges and agrees that the Customer may by giving notice to the Contractor:

- (a) use the Deliverables (including for the benefit of a Relevant Entity);
- (b) sublicense or permit one or more persons to use any of the Deliverables;
- (c) assign some or all of its rights under the Customer Contract to one or more persons;
- (d) novate all or part of the Customer Contract to one or more persons; or
- (e) require the Customer to supply one or more of the Deliverables directly to any other Relevant Entity,

for any one or more of the following purposes:

- (f) providing the Transition Services to a Relevant Entity;
- (g) facilitating or implementing a Business Change; and
- (h) facilitating the provision of services:
 - (i) by the Customer to or for the benefit of one or more Relevant Entities; or
 - (ii) by one or more persons to, or for, the benefit of the Customer.

- 18.2** The Contractor consents to any novation or assignment notified to the Contractor in accordance with clause 18.1 of these Additional Conditions

CONTRACTOR FACILITATION

- 18.3** The Contractor must, on request by the Customer, do all things reasonably necessary:

- (a) to facilitate a Business Change; and
- (b) to give effect to or implement any of the arrangements contemplated in clause 18.2 (including promptly executing all necessary documents and granting all necessary rights).

DISCLOSURE

- 18.4** In addition to any other rights that the Customer has under the Customer Contract, the Customer may disclose the terms of the Customer Contract and any Confidential Information of the Contractor:
- (a) to any department or office of the State of New South Wales or other Agency;
 - (b) to any Relevant Entity or proposed Relevant Entity; or
 - (c) to any adviser or personnel of any such person specified in clauses 18.4(a) or 18.4(b) of these Additional Conditions.

19. Engagement and RFP

RFP

- 19.1** The Contractor acknowledges and agrees that:
- (a) the RFP was for the design, implementation and support of the System;
 - (b) the Contractor submitted a response to the RFP to perform the role of system integrator for the System;
 - (c) despite the Parties entering into the Customer Contract for the detailed design component of the RFP, the Customer has not completed or awarded the other components of the RFP (**Other RFP Components**); and
 - (d) nothing in the Customer Contract affects, or makes any representation relating to, the Other RFP Components and the Customer may award part or all of the Other RFP Components to the Contractor, any other person or any combination of them.
- 19.2** The Customer excludes any and all liability to the Contractor relating to the outcome of the RFP (including if the RFP is awarded to another person).
- 19.3** The Contractor releases the Customer from any and all claims that the Contractor may have against the Customer relating to the RFP. The Customer may plead this clause 19.3 in bar to any proceedings commenced by the Contractor relating to the RFP.

IMPLEMENTATION AND SUPPORT

- 19.4** If the Contractor is selected as a preferred supplier to implement or support any component of the System, the Contractor must negotiate in good faith to agree the terms of the contract under which the Contractor will supply the required services and deliverables (**Final Contract**) based on:
- (a) ProcureIT v 3.1;
 - (b) the draft General Order Form (provided by the Customer to the Contractor on or around 23 February 2015); and
 - (c) the draft Additional Conditions (provided by the Customer to the Contractor on or around 23 February 2015).
- 19.5** The Contractor warrants and represents that it will not seek to raise any further comments on those documents, except to the extent necessary to respond to changes required by the Customer.

19.6 If:

- (a) the Contractor is selected as a preferred supplier to implement or support any component of the System; and
- (b) the Final Contract is agreed and executed by the Parties,

then:

- (c) that Final Contract will supersede the Customer Contract;
- (d) the Customer Contract will be terminated to the extent that the Final Contract includes Deliverables that have been or are to be supplied under the Customer Contract;
- (e) all Deliverables supplied under the Customer Contract and which are included in the scope of the Final Contract will be deemed to have been supplied under the Final Contract; and
- (f) the terms of the Final Contract will apply to those Deliverables as if they had been supplied under the Final Contract.

19.7 If:

- (a) the Contractor is selected as a preferred supplier to implement or support any component of the System; and
- (b) the Final Contract is not executed by the Parties by 31 October 2015 or an alternative date that is agreed between the Parties in writing,

the Customer may, without any liability to the Contractor, terminate the Customer Contract in its entirety, with immediate or later effect, by giving a Notice in Writing to the Contractor.

20. GIPAA

20.1 The Contractor acknowledges that the Customer may be required to publish certain information concerning this Customer Contract in accordance with sections 27 to 35 of the *Government Information (Public Access) Act 2009* (NSW).

20.2 If the Contractor reasonably believes that any part of the Customer Contract contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Contractor must immediately advise the Customer in writing, identifying the provisions and providing reasons so that the Customer may consider seeking to exempt those provisions from publication.

20.3 Within three days of receiving a written request from the Customer, the Contractor must (at no cost to the Customer) provide the Customer with immediate access to information referred to in section 121(1) of the *Government Information (Public Access) Act 2009* (NSW) (but excluding information referred to in section 121(2) of the *Government Information (Public Access) Act 2009*) contained in records held by the Contractor, in the format and using the medium, reasonably required by the Customer. This is a fundamental term of this Customer Contract.

21. Exchange of information between agencies

21.1 The Customer may disclose, communicate or make available, any information concerning the Contractor or relating to the Customer Contract (including any Confidential Information of the Contractor) to one or more Agencies.

21.2 The Contractor acknowledges and agrees that:

- (a) information about the Contractor from any source, including reports of performance, may be taken into account by Agencies (including the Customer) considering whether to offer the Contractor future opportunities for work; and
- (b) the communication of such information to any NSW government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW).

21.3 The Contractor releases and indemnifies the Customer, all other Agencies and the State of New South Wales from and against any claim in respect of any matter arising out of any disclosure or any communications contemplated in this clause 21. The Customer may plead this clause 21.3 in bar to any proceedings commenced by the Contractor relating to the Released Matters.

22. Sites

22.1 The Contractor must supply the Deliverables to or at the sites specified in the PIPP. Each of these sites will be a 'Site' for the purposes of the Customer Contract.

23. Liability to Agencies and the State of New South Wales

23.1 The Contractor acknowledges and agrees that the Customer holds the benefit of the Contractor's obligations, the Customer's rights and any release or indemnity under the Customer Contract as principal and on trust for each of the other Agencies and the State of New South Wales (as if the obligation, right, release or indemnity had been expressed to be for the benefit of them directly).

23.2 If another Agency or the State of New South Wales suffers losses as a result of one or more acts or omissions of the Contractor or any of its Personnel relating to the performance, non-performance or termination of the Customer Contract, the Customer will be able to recover those losses from the Contractor:

- (a) as if the losses were suffered or incurred by the Customer itself;
- (b) to the extent that losses would have been capable of being recovered by the Customer had the Customer suffered those losses; and
- (c) subject to the limitations and exclusions of liability set out in the Customer Contract.

24. Destruction of information

24.1 The Contractor must, and must ensure that all of its Personnel, destroy or return:

- (a) all Confidential Information of the Customer; and
- (b) all other Customer Data (including any Personal Information),

that is in its, or any of its Personnel's possession or control:

- (c) within 5 Business Days of a request from the Customer to do so; or
- (d) on termination or expiry of the Customer Contract.

24.2 This clause 24 survives termination or expiry of the Customer Contract.

ANNEXURE B TO THE CUSTOMER CONTRACT

Schedule 12: PIPP

1. Introduction

- 1.1. The Customer is establishing a new Rail Operations Centre (ROC).
- 1.2. The Customer wishes to implement new technologies at the ROC which will provide enhanced capability to improve key 'day of operations' processes (the ROC Technology Solution).
- 1.3. The ROC Technology Solution consists of the development of four new technology systems (or system capabilities). These systems include:
- a) Day of Operations Timetable System (DTTS);
 - b) Incident Management System (IMS);
 - c) Customer Information Management System (CIMS); and
 - d) Operational Visual Display System (which will be tendered at a later date).
- 1.3A The Contractor has been selected as the Systems Integrator responsible for implementing sections 1.3 (a), (b) & (c).
- 1.4 By implementing the ROC Technology Solution the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
Reduced delay times and improved confidence in rail – Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.	Reduced Initial Delay - Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.
Increased operational performance and opportunity for timetable enhancements – Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.	Reduced Consequential Delay – Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the service back to normal following the resolution of an incident. This will place less demands on timetable recovery margins. The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.
More accurate, timely, relevant and consistent customer	Reduced Customer Perceived Delay - Improvements to the timeliness, relevance and consistency of customer

information during delays – Improving the customers’ ability to make decisions about their transport options.	information, particularly during disruption, will reduce the customer’s perceived time of their journeys by 11% by 2018.
Better realising the benefits of future investments in rail capacity – Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.	Creation of a flexible, scalable network control function - The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc.). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC Infrastructure design requirements.
A new world class operating centre and culture – Transforming the way ‘day of operations’ activities are managed within Sydney Trains, fostering a new culture of collaboration and efficient coordination.	Improved Business Environment - The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.
Improved customer service – Providing the capability to support and enable a new ‘customer service model’ that will improve customer service and business performance.	Reduction in OPEX - The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new ‘customer service model’.
Improved efficiency and sustainability – Providing opportunities for ‘day of operations’ role re-design and consolidation.	Reduction in OPEX - enabled by new systems, process improvements and colocation.

(together, the ROC Technology Solution Objectives).

- 1.5 To allow the Customer to better evaluate the Contractor’s Solution for the ROC Technology Solution, the Customer wishes to engage the Contractor to undertake the Services and Deliverables specified in sections 4 and 5 of this PIPP including, among other things, the Detailed Design Documents for the Detailed Design (Release 1) Phase (the “**Project**”).
- 1.6 This PIPP sets out the scope of the Services and Deliverables that the Contractor will supply in respect of the Project.
- 1.7 The sequence of the ROC Technology Solution has been staged as follows:
 - a) the RFP which solicited the solution being proposed by the Contractor;
 - b) the High Level Solution Design Phase which assessed the veracity of the proposed solution and the capability of the Contractor. The Deliverables of the High Level Solution Design Agreement represent the core documents required by the Contractor to provide the Detailed Design Deliverables;
 - c) the Project which is undertaken during the Detailed Design Phase; and

d) subject to the Customer's acceptance of the Contractor's performance and related Deliverables under the Detailed Design Phase (including negotiation of a Final Contract that encompasses a number of the obligations of this Customer Contract) the Customer may, at its sole discretion, notify the Contractor of its intention to transition to the Final Contract. In such situation, the Customer Contract will lapse concurrently to the commencement to the Final Contract in accordance with clause 19.4 of the Additional Conditions.

- 1.8 On or around 7 August 2015 the Parties entered into a letter of intent (**LOI**) under which the Contractor supplied certain services and deliverables (**LOI Deliverables**) that are within the scope of the Deliverables that are to be supplied under the Customer Contract. The Parties acknowledge and agree that:
- a) the terms of the Customer Contract apply the LOI Deliverables; and
 - b) the LOI Deliverables are deemed to have been supplied under the Customer Contract and are Deliverables for the purposes of the Customer Contract.

2. Overview of scope of work and Project delivery model

2.1 The Contractor must:

- a) supply the Services and Deliverables described in this PIPP and any additional services and deliverables agreed by the parties as the responsibility of the Contractor;
- b) perform all other services functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the services or deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Deliverables described in this PIPP; and
- c) complete the Project, and supply the Services and Deliverables in the following phases:
 - i. the Project Preparation Phase; and
 - ii. the Detailed Design (Release 1) Phase.

2.2 Unless otherwise agreed between the Parties, the Parties acknowledge and agree that the following phases do not form part of the scope of work for the Project:

- a) the Detailed Design (Release 2) Phase; and
- b) the Detailed Design (Release 3) Phase.

3. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

CIMS has the same meaning given to that term in the Additional Conditions.

Contract Price has the meaning given to that term in section 12.1.1 of this PIPP.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Detailed Design means the Contractor's design of its Solution that has been developed as a Deliverable under the Customer Contract.

Detailed Design Documents means each document that is developed by the Contractor as part of the Detailed Design Phase and approved by the Customer.

Detailed Design Phase means the phase of work that includes the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 6 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 6A of this PIPP.

Dispute means any dispute or disagreement between the Contractor and an Other Contractor (or a dispute between Other Contractors) arising out of or in connection with the Project. A reference to a Dispute, where the Dispute is partly resolved, refers to the unresolved part of the Dispute.

DTTS has the same meaning given to that term in the Additional Conditions.

Environment has the same meaning as 'Customer Environment' in the Additional Conditions.

Entry Criteria means for a phase, the criteria that must be met before the Contractor is entitled to commence the work for that phase, as set out in this PIPP.

Final Contract has the same meaning given to that term in the Additional Conditions.

High-Level Design has the same meaning as the term in the Additional Conditions.

High Level Solution Design Agreement means the contract entered into between the Customer and the Contractor for the design services (which includes the High-Level Design) on or about 23 December 2014.

High Level Solution Design Documents means each document (including the High-Level Design) that is developed by the Contractor as part of the High Level Solution Design Phase and approved by the Customer as CSI.

High Level Solution Design Phase means the phase preceding the Detailed Design Phase.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

IMS has the same meaning given to that term in the Additional Conditions.

Initial Requirements means the requirements set out in Appendix A of this PIPP.

Issues Register has the meaning given to that term in section 7B.4.1 of this PIPP.

Maximum Guaranteed Price means the maximum amount payable by the Customer for Detailed Design (Release 2) Phase based on the assumptions in section 6.2.2.

Milestone Acceptance Form means the acceptance forms in the same or substantially the same form as Appendix E.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Project has the same meaning given to that term in section 1.5 of this PIPP.

Project Preparation Phase means the phase described in section 4 of this PIPP.

Project Schedule means the schedule set out in Appendix C which sets out the delivery dates for the Services and Deliverables during the Detailed Design Phase.

Other Contractors has the same meaning as 'Interfacing Contractor' in the Additional Conditions.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

Requirements means the Initial Requirements as updated by the Updated Requirements.

Requirements Variation has the meaning given to that term in section 7.2.1 of this PIPP.

RFP has the same meaning given to that term in the Additional Conditions.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC Technology Solution has the meaning given to that term in section 1.2 of this PIPP.

Solution has the meaning given to that term in section 7.1.8 of this PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Updated Requirements means the Initial Requirements that are updated in the Detailed Design Documents.

4. Project Preparation Phase

4.1 Overview and purpose of Phase

- 4.1.1 The purpose of the Project Preparation Phase is to validate the Contractor's strategic intent and the Solution scope.
- 4.1.2 During the Project Preparation Phase, plans and schedules are prepared and Project resources committed.

4.1.3 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Project Preparation Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Project Preparation Phase are approved by the Customer,

on or before relevant date(s) specified in the Project Schedule.

4.2 Entry Criteria

4.2.1 The Entry Criteria for the Project Preparation Phase is specified in the table below:

#	Criteria	Description
1.	Customer Contract execution	The Contractor and the Customer have executed the Customer Contract.
2.	Acceptance of High Level Solution Design Deliverables	The Customer must have accepted the Deliverables submitted under the High Level Solution Design Agreement or, where conditional acceptance was provided by the Customer, the Contractor has initiated remediation of the conditionally accepted Deliverables
3.	Personnel	The Contractor provides details of the Contractor Personnel proposed for the Detailed Design Phase, as well as the Final Contract.

4.3 Services

4.3.1 The Contractor must supply the following Services as part of the Project Preparation Phase:

#	Description
1.	Prepare for Project kick-off, including: <ol style="list-style-type: none"> a. engaging the Personnel with the required skill sets to perform the Contractor's obligations under this PIPP; and b. collating and confirming the names and contact details of those Personnel with the Customer.
2.	All things necessary to prepare for the workshops to be conducted in the Detailed Design Phase, including: <ol style="list-style-type: none"> a. planning for the Detailed Design Phase workshops; b. assigning the Personnel with the required skill sets to facilitate the Detailed Design Phase workshops; c. requesting Customer Personnel based on required skill sets to attend Detailed Design Phase workshops; and d. preparing materials to facilitate the Detailed Design Phase workshops.
3.	Assess (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project and the ROC

	Technology Solution) and identify: <ol style="list-style-type: none"> a. any issues; and b. risks that may arise during the course of the Project and the ROC Technology Solution.
4.	Review and update the Issues Register to accurately and comprehensively identify all of the issues and risks that the Customer has identified relating to the Project and the ROC Technology Solution.
5.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Project Preparation Phase.
6.	Provide a list of technical requirements for Detailed Design Phase (e.g. remote access)
7.	Participate in the Customer's induction training or other courses as may be required, from time to time.
8.	All things necessary to develop and supply the Deliverables described in section 4.4.

4.3.2 The Contractor must supply the Services which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.4 Deliverables

4.4.1 The Contractor must supply the following Deliverables as part of the Project Preparation Phase:

#	Deliverable	Description	Approver
1.	Detailed Design Phase workshops and planning documents	The following materials required to participate in the workshops required during the Detailed Design Phase. <ol style="list-style-type: none"> a. workshops and playback schedules; b. Project Schedule (including delivery dates for each Deliverable); c. pro forma workshop agenda; d. list of Contractor participants; and e. list of Customer participants roles. 	The Customer
2.	Templates and Standards	Agreement of Detailed Design documentation templates to be used by the Contractor including the Milestone Acceptance Form.	The Customer
3.	Detailed Design Phase Deliverables	Finalisation of the agreed list of Detailed Design Phase Deliverables that were conditionally accepted by the Customer during the High Level Solution Design phase.	The Customer
4.	Personnel	The Customer must approve the list of Specified Personnel proposed for the Detailed Design Phase.	The Customer

- 4.4.2 The Contractor must supply the Deliverables which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.5 Customer approval

- 4.5.1 If applicable and subject to section 7.1.10, the Customer must review a Deliverable submitted during the Project Preparation Phase in accordance with Additional Condition clause 5 and within the period specified in Item 32 of the General Order Form.

5. Detailed Design (Release 1) Phase

5.1 Overview and purpose of Detailed Design (Release 1) Phase

- 5.1.1 The purpose of the Detailed Design (Release 1) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 1 of the ROC Technology Solution.

- 5.1.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Detailed Design (Release 1) Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Detailed Design (Release 1) Phase are approved by the Customer,

on or before the relevant date(s) specified in the Project Schedule.

5.2 Entry Criteria

- 5.2.1 The Entry Criteria for the Detailed Design (Release 1) Phase is specified in the table below:

#	Criteria	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3 Services

- 5.3.1 The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none"> a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b. ensure all required Contractor Personnel are present at the meeting(s);

	<ul style="list-style-type: none"> c. chairing and presenting the Project meeting(s) in accordance with the meeting objectives and agenda(s); d. developing agenda for socialisation with participants; and e. producing official minutes of meetings, including obtain participant approval of contents.
2.	<p>Participate in all necessary workshops with the Customer and its relevant stakeholders:</p> <ul style="list-style-type: none"> a. to clarify the Initial Requirements and validate those Initial Requirements; b. to identify any changes in those Initial Requirements; and c. to prepare the documents required as part of the Detailed Design (Release 1) Phase.
3.	<p>Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1) Phase.</p>
4.	<p>Develop a Detailed Design for the ROC Technology Solution for Release 1.</p>
5.	<p>Conduct playback sessions with the Customer and all relevant Customer stakeholders to:</p> <ul style="list-style-type: none"> a. summarise the key decisions made and Updated Requirements during the Detailed Design (Release 1) Phase and how the Contractor's configuration approach will result in the successful delivery of the Customer's Requirements; b. confirm that the Detailed Design will meet the Customer's Requirements; and c. confirm that the scope of the ROC Technology Solution Release 1 to be implemented is understood by all parties.
6.	<p>Conduct a risk management workshop with the Customer and all relevant Customer stakeholders to identify and agree on risks to the ROC Technology Solution Release 1.</p>
7.	<p>Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Detailed Design (Release 1) Phase.</p>
8.	<p>Do all things necessary (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project) to ensure that the Other Contractors carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4.</p>
9.	<p>All other things necessary to develop and supply the Deliverables described in section 5.4 and as otherwise directed by the Customer.</p>

5.3.2 The Contractor must supply the Services which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4 Deliverables

5.4.1 The Contractor is responsible for the following Deliverables with appropriate input from the contractor providing the IMS solution for Release 1. Refer to the Appendix F for allocation of accountabilities and responsibilities.

5.4.2 The Transformation and Change Deliverables (as specified below) are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with

the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.

- 5.4.3 The Contractor must, in collaboration with the Other Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase:

#	Deliverable	Description	Approval
Technology Deliverables			
1.	Updated High Level Solution Design	The High-Level Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.	The Customer
2.	Release 1 Architecture Specification	<p>Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms & technology required to deliver the functional & non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ol style="list-style-type: none"> Document Overview; Document Inputs; and Phase Scope; <p>Systems architecture:</p> <ol style="list-style-type: none"> High Level Conceptual Overview; Level 2 Business Processes; Application Usage View; System Integration View; Application Structure View; Information Architecture (including Reference data requirements); Infrastructure Usage View; Implementation and Deployment View; and Manual Integration; <p>Rationale and justification for detailed design architectural approach:</p> <ol style="list-style-type: none"> Rationale; Architecture Risks; Architecture Issues; Architecture Constraints; Architecture Assumptions; Architecture Decisions; and Architecture Dependencies; 	The Customer

		Traceability to both functional and non-functional Release 1 Detailed Requirements: a. IMS Mapping; and b. Non-functional Mapping.	
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to describe the acceptance criteria for the product,</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a. Function involving user interaction and its user interface; b. Function which is unattended processing such as batch processing; c. Mapping between business requirements/capabilities and functional requirements for the different products; d. Data mapping and transformation; e. Interface handling of files, messages, etc.; f. System to system interactions; g. One time tasks related to conversions, system implementations, system retirement or system decommissions; and h. In addition, non-function aspects directly related to the functional specifications should be included for the product. <p>Note that items D and e above may be addressed within the IMS Integration specification</p>	The Customer
4	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a. accessibility; b. auditability; c. availability; d. interoperability; e. maintainability; 	The Customer

		<ul style="list-style-type: none"> f. manageability; g. performance; h. portability; i. reliability; j. reporting; k. scalability; l. security; and m. usability. 	
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the integration points between the IMS solution and other systems. It specifies the overall, end-to-end integration solution scope for integration of existing legacy systems and Release 1 and includes:</p> <ul style="list-style-type: none"> a. the integration solution design with all relevant traceability, including traceability to the functional and non-functional requirements; b. system interfaces architecture, platforms and technology required to deliver the requirements; c. any applicable transitional architectures, and reference to domain architectures, business context, integration solution delivery; and considerations and architecture assessment; d. relevant traceability. <p>The Release 1 Integration Specification will be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The document will also be used by the Contractor to develop the required interfaces.</p> <p>The Release 1 Integration Specification must contain:</p> <ul style="list-style-type: none"> a. Business processes for message flows; b. Data flows between applications to support the business processes; c. Data required by consumer – request; d. Data available from consumer – response; e. Data transformations required; f. Security requirements – consumer / producer; g. Volumetrics of messages – size / frequency; h. Message Patterns; i. Reference Data requirements; and 	The Customer

		j. Error handling – exception use cases.	
6.	Project Communication Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p> <ol style="list-style-type: none"> what needs to be communicated and to whom; how often these exchanges should happen; and in what format and why they're necessary. 	The Customer
7.	Release 1 Data Management Plan	The Release 1 Data Management Plan is the out of the box Release 1 data management plan. The data management plan for Release 1 must define transactional data quality and control management design and build activities relevant for effective and efficient system integration based on business rules provided by the Customer. The provision of transactional data quality and control management within the ROC Technology Solution (including validation, cleansing and processing of inbound or outbound data) will be the scope of the Other Contractors.	The Customer
8.	Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ol style="list-style-type: none"> Data Requirement Classifications (Master data, Migration Data, BI data); Network architecture diagrams (Location and topology of networks for systems integration); ERD's (Entity relation diagrams for source and target systems); Data Dictionary (Source and target data systems); Data Migration Requirements; and Data quality rules definition (at data attribute levels). 	The Customer
9.	Updated Implementation Strategy	<p>The Implementation Strategy shall be baselined against the Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Implementation Strategy must be in the format</p>	The Customer

		<p>approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ol style="list-style-type: none"> a. personnel & organisation; b. implementation approach, including: <ul style="list-style-type: none"> o releases; o system verification and validation; o system change management; o release & deployment management; and o change implementation; c. summary of impacted system components; d. preliminary requirements for 'go-live'; e. implementation plan (start criteria, phases, timelines, critical path milestones); f. verification instructions; g. roll back plan; h. post implementation support; i. post migration activities; and j. steps required to initiate/install a new system/process/function or decommission an old system/process/function. 	
10.	Release 1 Implementation Plan (draft)	<p>The draft Release 1 Implementation Plan outlines the plan for the roll out of the relevant components for Release 1.</p> <p>The final version of Release 1 Implementation Plan provides a detailed plan and schedule of activities to deploy the solution into the Environment. It must address training, development of, and installation of the product into the Environment, cutover and roll back.</p> <p>Note: The final version must be provided 30 Business Days prior to anticipated deployment date for Release 1.</p>	
11.	Technology Test Strategy	<p>Technology Test Strategy refers to the program test framework and must include the following:</p> <ol style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability. Assumptions, test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, 	The Customer

		<p>reports); releases</p> <p>d. Environment(s) - Test Environment strategy including where the each testing phase will take place, environment management, release management</p> <p>e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; defect management, test reporting, completion criteria</p> <p>f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations)</p> <p>g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required)</p> <p>h. Document Revision & History</p> <p>i. Approvals</p>	
12.	Updated Project Management Plan	<p>The Updated Project Management Plan (UPMP), shall be based on the PMP submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <p>a. current project status;</p> <p>b. project overview;</p> <p>c. scope & deliverables;</p> <p>d. solution approach, including:</p> <p style="padding-left: 20px;">I. architecture & phase approach;</p> <p style="padding-left: 20px;">II. organisation Change management; and</p> <p style="padding-left: 20px;">III. delivery approach;</p> <p>e. budget & schedule;</p> <p>f. dependencies;</p> <p>g. roles & responsibilities;</p> <p>h. project control;</p> <p>i. quality management;</p> <p>j. work breakdown structure (WBS) for Deliverables identified in section 7.4; and</p> <p>k. key risks & issues.</p>	The Customer
13.	RACI	<p>The RACI Deliverable must detail the deliverables and respective obligations of the Systems Integrator, Other Contractors and the Customer.</p> <p>Note an initial draft of the Detailed Design</p>	The Customer

		document deliverables RACI is listed in section Appendix F.	
14.	Agreed Final Contract	The Final Contract will incorporate Detailed Design activities as contemplated in the Detailed Design Agreement. The Agreement shall be based on Procure ITv3.1 as amended by the Additional Conditions.	The Customer and Contractor
15.	Detailed Implementation & Maintenance Phase PIPP	The Detailed Design, Implementation and Support PIPP is an enhanced version of the PIPP provided by the Contractors during the High Level Solution Design phase, amended as a consequence of findings during the Detailed Design phase.	The Customer and Contractor
16.	Updated Release 1 Product Gap Analysis	<p>The Updated Release 1 Product Gap Analysis shall be based on the Product Gap Analysis submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by the Contractor/Other Contractor (as applicable) during the Detailed Design Phase. The Release Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ol style="list-style-type: none"> a. track the functional gaps for the application; b. show traceability to the resolving application enhancements; c. show traceability to the resolving business workarounds; and d. if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer
17.	Release 1 System Test Plan	<p>The Release 1 System Test Plan describes how the testing will be delivered for each Release 1 test phase and must include:</p> <ol style="list-style-type: none"> a. Test plan identifier; b. References; c. Introduction; d. Test Objectives; e. Test items; f. Software risk issues; g. Features to be tested and traceability; h. Features not to be tested and reasons; i. Approach including the use of stubs, simulators etc; j. Item pass/fail criteria (if different from Strategy); 	

		<ul style="list-style-type: none"> k. Suspension criteria and resumption requirements (if different from Strategy); l. Test deliverables; m. Environmental needs; n. Staffing and training needs (if different from Strategy); o. Responsibilities; p. Schedule of tasks and assigned staff; q. Planning risks and contingencies; r. Approvals; and s. Glossary. 	
18.	Requirements Traceability Matrix updated for Release 1	<p>The Requirements Traceability Matrix Deliverable shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a. an outline of the business requirements/capabilities and the decisions made for how each requirement will be implemented; and b. an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
19.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy Deliverable details the process for managing end to end environments. This document contains processes for:</p> <ul style="list-style-type: none"> a. Booking and reserving test systems b. Tracking environment changes c. Managing environment contention d. Code/Defect management (Code promotion processes) e. Environment scheduling f. Configuration tracking g. Data Management (Extracts, transforms loads) h. Managing interdependent projects 	The Customer

Transformation and Change Deliverables			
20.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future state process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a. future state levels 2-4 process flows; b. how process artefacts are recorded against each process and are to be maintained by the business to support any operational changes. Artefacts include functional and non-functional requirements, business requirements, system requirements, and business rules; c. Validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p>	The Customer

		The key focus of this deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.	
21.	Draft recommended ROC Organisational Structure	<p>The Contractor recommended ROC organisational structure will conform to best practice identified elsewhere in the Customer Contract.</p> <p>The Contractor recommended ROC Organisational Structure will detail and define roles, detail and define position purpose and high level description/s.</p>	The Customer
22.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (note updated assumptions section):</p> <ol style="list-style-type: none"> a. Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b. Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c. Communication; the way and extent that change impacts the information flow required within the organisation. d. Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e. Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f. Organisational Structure; the way and extent that change impacts the structure of business units within the ROC. g. Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope. h. Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs. i. Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC. j. Behaviour; the way and extent that 	The Customer

		change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC. A Change Impact Analysis will accompany the Release 1.	
23.	Release 1 Training Needs Analysis	The Release 1 Training Needs Analysis details the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Training Needs Analysis must align to the Training Strategy provided by the Customer. Note that the associated training material will be developed during the Implementation & Maintenance Phase.	The Customer

- 5.4.4 The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.

6. Detailed Design (Release 2) Phase

6.1 Overview and purpose of Detailed Design (Release 2) Phase

- 6.1.1 The purpose of the Detailed Design (Release 2) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 2 of the ROC Technology Solution.

6.2 Services and Deliverables under Detailed Design (Release 2) Phase

- 6.2.1 The Parties acknowledge and agree that, the Customer may elect, in its absolute discretion, to enter into a contract in substantially the same form as this Customer Contract for:
- a) the Detailed Design (Release 2) Phase Services for each product that comprises Release 2, DTTS and CIMS. The Services that must be supplied are those Services described in section 5.3 except that the Services are to be read as those Services for each product that comprises Release 2, DTTS and CIMS, which form part of the Detailed Design (Release 2) Phase; and
 - b) the Detailed Design (Release 2) Phase Deliverables for Release 2, DTTS and CIMS. The Deliverables that must be provided are those Deliverables described in section 5.4 except that the Deliverables are to be read as those Deliverables for each product that comprises Release 2, DTTS and CIMS.
- 6.2.2 The Parties acknowledge and agree that, they will negotiate in good faith a contract price for the Detailed Design (Release 2) Phase with the contract price not to exceed the Maximum Guaranteed Price of [REDACTED] based on the following assumptions:
- a) Detailed Design (Release 2) will be limited to a fixed duration of 90 Business Days, commencing 2 November 2015 and completing on or before 18 March 2015;
 - b) Detailed Design (Release 2) commences on or before 2 November 2015;

- c) Other Contractors (CIMS & DTTS) and the Contractor commence Detailed Design (Release 2) within 5 Business Days of each other to prevent duplication of effort by the Systems Integrator;
- d) all Customer Supplied Information documentation is available prior to Detailed Design (Release 2) commencement;
- e) non Customer Supplied Information but dependent Customer documentation (e.g. High Level Business Technology Requirements, Solution Architecture Document) will be available, at a minimum 20 Business Days prior to the dependent System Integration documentation deliverable due date;
- f) activities related to DTTS prototyping are not in scope for the Detailed Design (Release 2) phase unless they are specific to Detailed Design (Release 2);
- g) Project shutdown for the Christmas break is from 19 December 2015 to 3 January 2015 (inclusive);
- h) the Contractor identified the following interface flows required to deliver the ROC Technology Solution during High Level Solution Design Phase, accordingly, only the interface flows listed below will be part of the Detailed Design for Release 2:
 - original CIMS outbound = 31;
 - original CIMS inbound (not related to DTTS or IMS) = 5 (out of 9 total for Release 3 when IMS and DTTS are integrated);
 - original DTTS outbound = 5 (out of 9 total for Release 3 when IMS and CIMS are integrated); and
 - original DTTS inbound = 6 (out of 7 total for Release 3 when IMS is integrated);
- i) Release 1 Final Contract in place on or before 2 November 2015; and
- j) mobilisation for Detailed Design (Release 2) commences on execution of a signed Letter of Intent or an executed Detailed Design (Release 2) PIPP.

6.2.3 The Contractor acknowledges and agrees:

- a) that the cost for the Services and Deliverables under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

6A. Detailed Design (Release 3) Phase

6A.1 Overview and purpose of Detailed Design (Release 3) Phase

6A.1.1 The purpose of the Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design for the Release 3 (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution.

6A.2 Services and Deliverables under Detailed Design (Release 3) Phase

- 6A.2.1 The Parties acknowledge and agree that, the Customer may elect, in its absolute discretion, to enter into a contract in substantially the same form as this Customer Contract for:
- a) the Detailed Design (Release 3) Phase Services for each product that comprises Release 3, IMS, DTTS and CIMS. The Services to be supplied will be some or all of those Services described in section 5.3 except that the Services are to be read as those Services for each product that comprises Release 3 being, IMS, DTTS and CIMS, which form part of the Detailed Design (Release 3) Phase; and
 - b) the Detailed Design (Release 3) Phase Deliverables for Release 3, IMS, DTTS and CIMS. The Deliverables to be provided will be some or all of those Deliverables described in section 5.4 except that the Deliverables are to be read as those Deliverables for each product that comprises Release 3, IMS, DTTS and CIMS.
- 6A.2.2 The Parties acknowledge and agree that they will negotiate in good faith a contract price for the Detailed Design (Release 3) Phase during the Detailed Design (Release 2) Phase.

7. Acceptance, Change Request and Assumptions

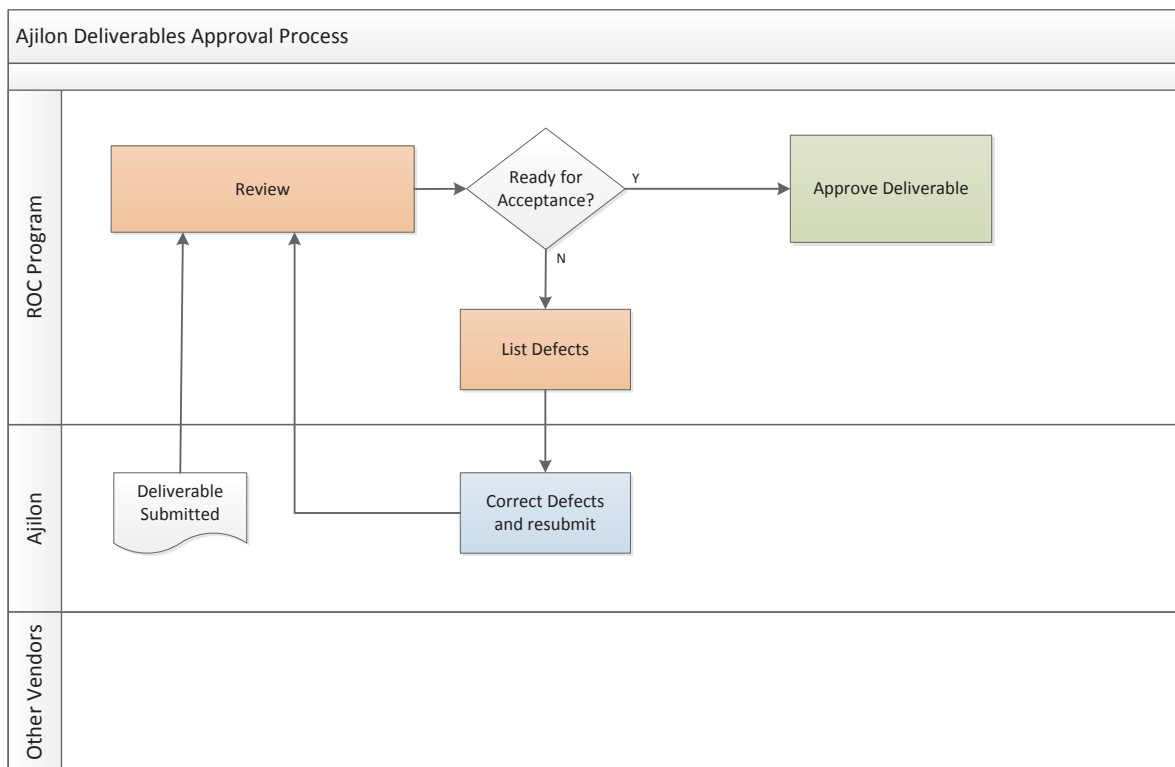
7.1 Acceptance

- 7.1.1 The Contractor must:
- a) in collaboration with the Customer and Other Contractors (as required) participate in workshops and liaise with appropriate Personnel to ensure that all requirements are confirmed and understood; and
 - b) liaise with the Customer and Other Contractors (as required) to ensure that all Detailed Design Deliverables are fit for purpose and meet the agreed Acceptance Criteria.
- 7.1.2 Subject to section 7.1.10, the Deliverables to be provided by the Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted. The definition of completeness can be subjective, as some aspects of a Deliverable will be further refined as part of the Implementation & Maintenance Phase. The Deliverables must be approved as a pre-condition to the entering the Implementation & Maintenance Phase, unless otherwise waived by the Customer in its sole and absolute discretion.
- 7.1.3 Deliverables from Other Contractors will be reviewed by the Contractor as the System Integrator. Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail, the Contractor will request the Customers endorsement of that document. This endorsement will assist the Contractor in finalising the acceptance of a deliverable.
- 7.1.4 The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:
- a) Milestone Acceptance Forms must be signed in writing by the Contractors Project Director and Customers Program Manager (or the Customer's Program Manager's authorised nominee);
 - b) Deliverables must be approved by the Contractor's Project Manager (as specified in the Appendix B) or Contractor's Project Director (as specified in the Appendix B); email approval is sufficient;

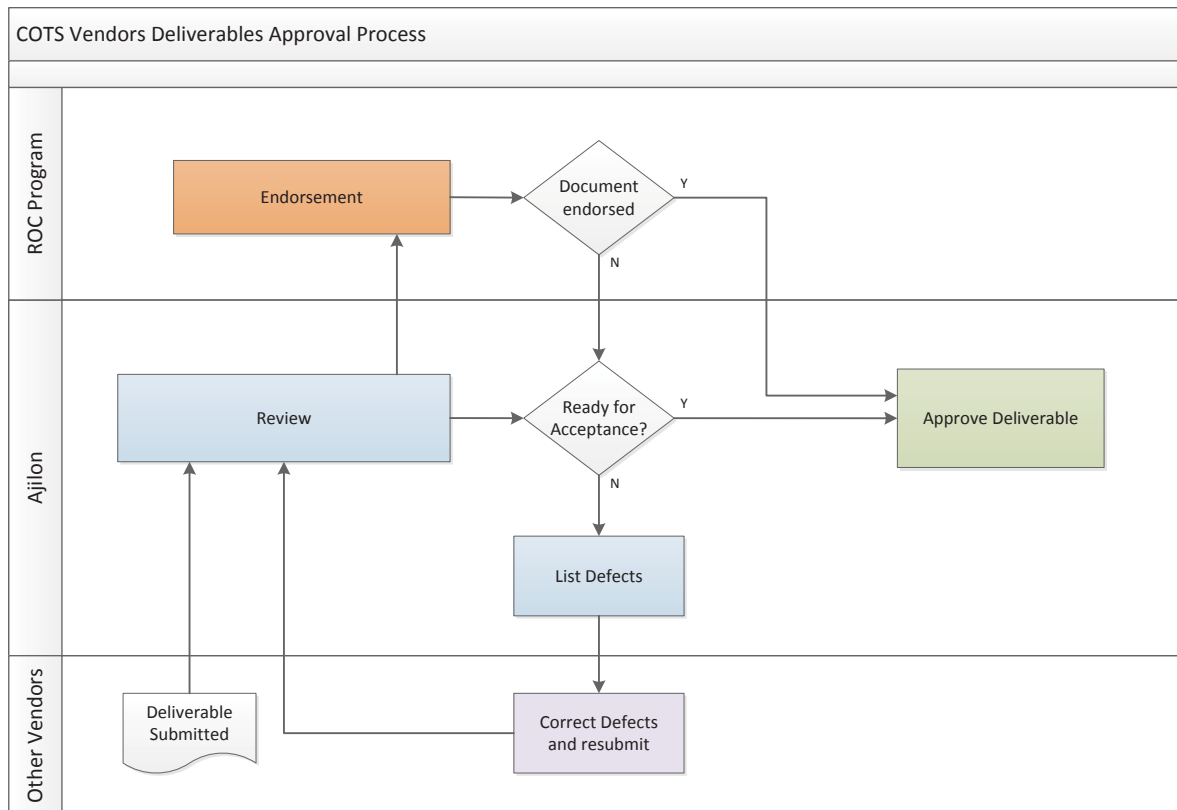
- c) Other Contractors Deliverables must be endorsed by a Customers delegate; email endorsement is sufficient;
- d) Contractors Documents/Deliverables must be approved by a Customers Program Delegate; email approval is sufficient;
- e) the Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report;
- f) The Contractors program team will authorise a nominated delegate for each vendor area that will have the authority to endorse/approve submitted Deliverables;
- g) Upon each Deliverable submission, approval/endorsement is expected within 5 Business Days or as otherwise agreed between the Parties;
- h) Deliverables not approved/endorsed by the Customer must be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer;
- i) The re-submission consists of rectified defects only and must be clearly identified as such; and
- j) The documents/deliverable is considered approved once the defects have been rectified and accepted.

The approval process flow is identified in the following diagrams:

Ajilon Deliverables:



Other Contractor Deliverables:



- 7.1.5 The Contractor must supply the Deliverables which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.
- 7.1.6 The Contractor must ensure that the Solution described in the Detailed Design Documents:
- accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
 - if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
 - does not negatively impact the performance or functionality of the Customer's Environment (including the Customer's current solution) that will interface with the Solution, excluding any downstream systems, not directly interfacing with the ROC Technology Solution.
- 7.1.7 The Customer must review a Deliverable submitted during the Detailed Design Phase in accordance with clause 4 of the Additional Conditions and within the period specified in Item 32 of the General Order Form.
- 7.1.8 The Detailed Design Documents supplied by the Contractor under the Detailed Design Phase and approved by the Customer will be the 'Solution' for the purposes of this PIPP.
- 7.1.9 For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be:
- the Initial Requirements (as amended or updated in any documents supplied under the Detailed Design Phase and approved by the Customer);

- b) the specifications, designs, any performance standards or other requirements for the Solution set out in any of the documents supplied by the Contractor in the Detailed Design Phase and approved by the Customer; and
- c) any other the requirements relating to the Deliverables or the Solution as set out in this PIPP.

7.1.10 The Contractor agrees that any review, comment, approval, endorsement or election (including an election in respect of Detailed Design Documents) or failure to review, comment, approve, endorse or elect on the part of the Customer under the Customer Contract:

- a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the detailed design;
- b) does not limit or affect the provision of the Contractor's warranties or indemnities;
- c) does not constitute any express or implied representation, election, waiver or acquiescence on the part of the Customer;
- d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
- e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

7.2 Change Request

7.2.1 If:

- a) during the Detailed Design Phase the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Initial Requirements (**Requirements Variation**); and
- b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

7.2.2 If:

- a) the Contractor is entitled to give the Customer a Change Request under section 7.2.1; and
- b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits the Detailed Design Documents,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

7.3 Not used

7.4 Summary Table of Deliverables and expected delivery dates

(Note: all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and documented in the associated draft Project Schedule)

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 1	Updated High Level Solution Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 2	Release 1 Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 3	Release 1 Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 4	Release 1 Non-Functional Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 5	Release 1 Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 6	Project Communication Plan for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 7	Release 1 Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 8	Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 9	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 10	Release 1 Implementation Plan (draft)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 11	Technology Test Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 12	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 13	RACI	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 14	Agreed Final Contract	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 15	Detailed Implementation & Maintenance Phase PIPP	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 16	Updated Release 1 Product Gap Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 17	Release 1 System Test Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 18	Requirements Traceability Matrix for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 19	Technology Environment Management Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 20	Operating Model	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 21	Draft recommended ROC organisation structure	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 22	Change Impact Analysis (Release 1)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 23	Release 1 Training Needs Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

7.5 Contract Period

The Commencement Date is the date as stated the General Order Form with a contract expiry as specified in item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

7.6 Exclusions

7.6.1 Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables.

- a) Operational Visual Display System (OVDS)

- b) software licencing for IMS, DTTS and CIMS
- c) Business Analytics and Intelligence products
 - i. Business Analytics has not been included in the scope of the Contractor's Services or Deliverables.
- d) Safety Assurance
 - i. The Contractor will work with the Customer to support Safety Assurance activities, but accountability remains with the Customer. See Implementation Strategy - section 10 (Safety Assurance) for further clarification.
- e) Optional Interfaces:
 - i. The Contractor has identified 61 interface flows required to deliver the ROC Technology Solution. In addition, a further five interface flows have been identified as optional. These interface flows will deliver value to the Customer but are not essential to deliver the ROC Technology Solution. Detailed design and development of optional interface flows has been excluded from the scope and cost estimates for this phase.

7.7 General Assumptions

7.7.1 Program Assumptions

- a) Project Governance: While the business requirements of the system are defined by the Customer, the project design authority for the technical solution and interfaces to external systems rests with the system integrator and governance team.
- b) The Contractor has assumed a commencement date of 27 July 2015 for Detailed Design Phase.
- c) The Contractor (as the Systems Integrator) will develop the Technology Test Strategy during the Detailed Design Phase.
- d) The Customer will develop the Data Management Strategy during the Detailed Design Phase for the ROC Technology Solution and the Contractor will manage the Other Contractors (or third party) who will conduct the data migration activities during the Implementation & Maintenance Phase.
- e) Based on feedback from the Customer Release 1 is specific to IMS only. Any changes to this approach during Detailed Design Phase may require re-baseline of the schedule and effort and may impact on maximum guaranteed price/maximum price.
- f) IT environments required to allow for the development, testing and QA of the overall solution will be provided by the Customer as and when required.
- g) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- h) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Other Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- i) The Contractor is not responsible for resolving data quality issues and Other Contractor(s) will be contracted directly by the Customer as required (NB The Contractor is to exhaust all options before escalation).

- j) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Other Contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- k) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- l) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- m) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- n) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
- o) The software supplied by the Other Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- p) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- q) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- r) Any information reasonably requested by the Contractor to Other Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- s) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- t) The Customer will work with Other Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the project schedule including testing of the solution.
- u) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- v) Once additional dependent projects (as listed in Project Management Plan section 6.5) are added to the project scope there could be additional effort incurred and a corresponding change request raised.
- w) OCM Change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Contractor assisting within the existing framework as set out by the Customer.
- x) The site and system environment for deploying the vendor solutions will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of Voice Mail messages.

- y) In case of missing systems to be integrated, simulation devices are provided and accepted as valid verification methods regarding the IMS functionality.
- z) All project deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- aa) Prior to the start of each stage the detailed planning, deliverables, resources and entry and exit criteria have been agreed by all parties.
- bb) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- cc) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- dd) The project plan and associated services estimates are subject to the agreement of the Statement of Work/PIPP and other associated contracts.
- ee) Any key Customer Project dependencies must be completed within the agreed timeline.
- ff) The Customer reasonable endeavours to work with the Other Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- gg) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in detailed design workshops.
- hh) Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.
- ii) The responsibilities for delivery of Services and Deliverables will be as listed in section 4, 5, 6 and 6A above.
- jj) For the change Impact Analysis deliverable our assumption is that a baseline for each dimension is provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- kk) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.

7.7.2 Technical Assumptions

7.7.2.1 The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for configuration and customisation.
- b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes

in the Detailed Design Phase may require some refinements to the target state architecture.

- c) All references to “interface” refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Other Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- g) As a minimum, the Customer will manage and provide the necessary environments for the ROC program, (the Technology Environment Management Strategy document will provide a definitive list).
- h) The Customer will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- i) The Contractor will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Other Contractor
 - ii. ‘System Acceptance Testing’ environment;
 - iii. ‘System Integration Testing’ environment; and
 - iv. ‘User Acceptance Testing’ environment.
- j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- k) Master data required for building the system’s production configuration is available and structured and in a state to be loaded into Other Contractor’s solutions without rework.
- l) SMEs familiar with the data layout, it’s meaning and purpose are available and support the data import process.
- m) The Customer’s common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- n) All interfaces will be developed using TIBCO.
- o) Subject to section 7B.8, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

7A. Implementation

7A.1 Where work performed (Site)

All the necessary work must be carried out at the Customer's site with the exception of requirements for meetings at other Customer locations, or at nominated locations within Australia, or any other site agreed between the Parties.

7A.2 Implementation strategy

7A.2.1 The Contractor must provide an implementation strategy that includes:

- a) an implementation strategy that meets the ROC Technology Solution Objectives; and
- b) how the Contractor will implement its Solution as part of the ROC Technology Solution and ensure that the Customer can continue to meet its operational and safety needs.

7A.2.2 The implementation strategy will follow the approach outlined in the Contractor's systems integration methodology and provide information on key items including the items specified in Deliverable No.9 in sections 5.4, 6.4 and 6A.4.

7B. Project Management

7B.1 Advice and knowledge transfer

Subject to the exclusions in section 7.6, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

7B.2 Contractor assistance

If requested, the Contractor must participate all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- a) that the Initial Requirements, or if amended the Requirements, are accurate and complete; and
- b) the Contractor's proposed solution.

7B.3 Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

7B.4 Risk management

7B.4.1 As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- b) includes Delivery Risks,

(Issues Register).

7B.4.2 The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Contract Date.

7B.4.3 As at the date the Contractor provides the a draft of the Issues Register under section 7B.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

7B.4.4 The Contractor must report to the Customer:

- a) Any issues or risks (including any Delivery Risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- b) any change in the status of the Delivery Risks, immediately on becoming aware of that change in status.

7B.5 Cooperation with Other Contractors

7B.5.1 The Contractor must, at no additional cost to the Customer:

- a) coordinate and cooperate with the Other Contractors in relation to the Project;
- b) without assuming any liability for the contents of an Other Contractor's Detailed Design document, provide all assistance and cooperation reasonably required by the Other Contractors;
- c) comply with all other requests of the Other Contractors to the extent relevant to the Contractor's Services or Deliverables;
- d) not delay or interfere with the performance of the Other Contractors' Services or Deliverables in relation to the Project;
- e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to an Other Contractor's Services or Deliverables in relation to the Project; and
- f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

7B.6 Communication with Other Contractors

7B.6.1 The Contractor must not, without the Customer's prior written consent:

- a) give an Other Contractor a direction or instruction which will or is likely to vary the Other Contractor's scope in relation to the Project;
- b) give an Other Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Other Contractor in relation to the Project;
- c) give an Other Contractor a direction or instruction which will or is likely to delay the time that the Other Contractor is obliged to complete Services or Deliverables in relation to the Project;
- d) accept directions or instructions from any Other Contractor in relation to the Services or the Deliverables; or
- e) consent to any waiver, release, variation or reduction to or of any obligation of any Other Contractor in relation to the Services or the Deliverables.

7B.6.2 The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and an Other Contractor, or between Other Contractors, in connection with the Project.

7B.7 Disputes between the Contractor and Other Contractors

7B.7.1 The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with an Other Contractor by discussion and negotiation without the Customer's involvement.

7B.7.2 Where the Contractor has notified the Customer under section 7B.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.

7B.7.3 The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.

7B.7.4 The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

7B.8 Reliance on Other Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Other Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

7B.9 Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

7B.10 Delivery Address

7B.10.1 The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

7B.10.2 The Contractor must comply with all reasonable requests of the Customer when access the delivery address as well as any requirements specified in Item 25 of the General Order Form.

8. Customer Supplied Items (CSI) and Customer obligations

8.1 CSIs and obligations

8.1.1 Subject to section 8.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Contract Date:

- a) project scope (as documented in the architecture blueprint);
- b) functional requirements (as provided in the RFP);
- c) non-functional requirements (as provided in the RFP);
- d) draft Implementation & Maintenance Phase PIPP
- e) system security requirements;

- f) data management strategy;
- g) project concept and review;
- h) architecture blueprint;
- i) systems impacted (existing);
- j) interface specifications (where available);
- k) technical policies and standards;
- l) draft Procure IT (the Customer Contract and this PIPP);
- m) ROC organisation structure;
- n) ROC program high level roadmap;
- o) draft ROC program test management framework;
- p) current processes;
- q) concept of operations;
- r) Transformation and Change Requirements v4.1;
- s) ROC Systems Assurance and Planning Framework documents; and
- t) ROC Data Architecture High-Level Strategy.

8.1.2 The Customer must:

- a) provide the High Level Solution Designs provided by Other Contractors;
- b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project; and
- f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP.

8.1.3 The Parties acknowledge and agree that the Customer Supplied Items are those items specified in sections 8.1.1(a) – (t), 8.1.2(a) and 8.2.1.

8.2 CSI Facilities and Equipment

- 8.2.1 The Customer shall provide the following CSI, subject to the following conditions:
- a) Desktops for 15 Contractor Personnel working on Site to the following specification;
 - b) Dual screen;
 - c) Operating System: Windows 7 OS 64 bit;
 - d) Processor: Intel Core i7;
 - e) Memory: 8GB RAM;
 - f) Hard Disk: 500GB with 7200 RPM minimum or 256 SSD;
 - g) MS Office 2010/2013 & Outlook;
 - h) MS Project 2010;
 - i) Visio 2010;
 - j) Subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
 - k) Ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;
 - l) Internet Access from each desktop to access the Contractor's Webmail and Intranet Note: Security certificates get replaced by the Customer Proxy that might result in some sites not working correctly; and
 - m) For Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor's Australian offices.

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network

8.3 CSI verification

- 8.3.1 Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 8.3.2 In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.
- 8.3.3 Within a reasonable time after receiving a notice of CSI deficiency from the Contractor, to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

9. Personnel

- 9.1.1 The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.

- 9.1.2 Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 9.1.3 The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 9.1.4 Nothing in Appendix B affects the scope of the obligations of either party as described in sections 4, 5 and 6 of this PIPP.

10. Subcontractors

- 10.1 The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor in the Detailed Design Phase workshops with the Customer, except where the Customer has engaged the Subcontractor independently.

11. Approval by the Customer

- 11.1 Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with clause 5 of the Additional Conditions and as per sections 5.4, 6.4 and 6A.4 (as applicable) above.
- 11.2 The Customer's approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

12. Payment Plan

12.1 Contract Price

- 12.1.1 The Contract Price for the Contractor to complete Detailed Design for Detailed Design (Release 1) for the ROC Program is [REDACTED] (ex GST).
- 12.1.2 The Contract Price has been calculated based on the Deliverables specified in the table below that will be completed over a 96 day period.
- 12.1.3 The Contractor is to be paid

Deliverable	Price per Unit	Quantity	Extended Price
Detailed design deliverables funded as follows:			
28 August monthly milestone	[REDACTED]	1	[REDACTED]
25 September monthly milestone	[REDACTED]	1	[REDACTED]
30 October monthly milestone	[REDACTED]	1	[REDACTED]
Residual payment on acceptance of Detailed Design deliverables	[REDACTED]	1	[REDACTED]
		Sub-Total:	[REDACTED]

	Any Other Charges:	
	GST:	
This is the Contract Price (including GST)	Total Amount:	

12.2 Payment

- 12.2.1 The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 12.1.3.
- 12.2.2 The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.
- 12.2.3 In the event that the Final Contract is not executed by 1 November 2015, or the Detailed Design (Release 1) Phase is not extended, the parties will negotiate, in good faith, stand-down and re-mobilisation costs.
- 12.2.4 For the purposes of the Customer Contract, the Contract Price specified in section 12.1.3 is the Contract Value.

12.3 Termination for convenience

- 12.3.1 The Customer may by Notice in Writing at any time terminate the Customer Contract for convenience. In these circumstances the Contractor is entitled to the payments calculated in accordance with clause 15 of the Additional Conditions.

12.4 Liquidated Damages

- 12.4.1 Liquidated Damages will not be applicable for the Detailed Design Phase.

13. Governance

13.1 Authorised Representatives

- 13.1.1 For the purposes of the Customer Contract:
- the Customer's Authorised Representative is Mark Pigot; and
 - the Contractor's Authorised Representative is Steve Keenaghan.

13.2 Management committee

- 13.3.1 For the purposes of the Customer Contract the following are members of the management committee:
- Mark Pigot
 - Stefano Bianchini;
 - Bob Allum;
 - Imola Novak;
 - Anthony Rakuljic;
 - Steve Keenaghan; and

g) David Hayward.

13.3.2 The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

13.3 Management committee function

13.3.1 The function that the management committee is to:

- a) review and monitor progress under the Customer Contract; and
- b) carry out any other functions stated in Item 16 of the General Order Form.

13.4 Management committee meetings

The management committee must meet no less than once a week during the Project at the times and locations specified by the Customer.

13.5 Management committee progress report

13.5.1 The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 13.4, provide the Customer with a weekly progress report which at a minimum should include:

- a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- d) draft updates of relevant parts of the Contract Specifications;
- e) any new Change Requests or Contract Variations (if applicable);
- f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements

In accordance with the Other Contractors responses and product capabilities.

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Anthony Rakuljic	Account Director	<ul style="list-style-type: none"> Customer relationship management the between Sydney Trains and the Ajilon team Ensures that all contractual arrangements are in place prior to project commencement
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Directs the implementation of the project and transformation activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Bryce Jackwitz	Project Support Officer	<ul style="list-style-type: none"> Support management of project logistics Document project meeting minutes
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
TBA	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Guy Swift	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design
Giuliano Masino	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
TBA	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements

Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Stephen Prince	Lead Business Analyst	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
Catherine Ohis	Business Process Analyst	<ul style="list-style-type: none"> Define business processes to be supported
Huong Le-Dao	Organisational Change SME	<ul style="list-style-type: none"> Organisation design and role definitions
Debra Dodd	Test Manager	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities

2 Customer roles and responsibilities

Name	Role	Responsibility
Mark Pigot	Technology Team Manager	Management of the Technology Team
Stefano Bianchini	Lead Architect	Oversight of Technical Design for ROC Program
Bob Allum	Commercial Lead	Oversight of Commercial negotiations and management of ROC Agreements
Imola Novak	Project Manager	Project Management of ROC Vendors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Sydney Trains Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Draft Project Schedule

Phases to deliverables	Baseline End Date
1. Updated High Level Solution Design (HLSD)	16 th October 2015
2. IMS Architecture Specification	27 th October 2015
3. IMS Functional Specification	27 th October 2015
4. IMS Non-Functional Design	27 th October 2015
5. IMS Integration Specification	27 th October 2015
6. Project Communication Plan for IMS Release	4 th September 2015
7. IMS Data Management Plan	11 th September 2015
8. IMS Data Technical Analysis Outputs	27 th October 2015
9. Updated Implementation Strategy	22 nd September 2015
10. Implementation Plan	1 st October 2015
11. Technology Test Strategy	11 th September 2015
12. Updated Project Management Plan	14 th September 2015
13. RACI	28 th August 2015
14. Ajilon Agreed implementation and Support Contract	9 th October 2015
15. Ajilon Detailed implementation & Maintenance Support Contract (PIPP)	29 th October 2015
16. Updated IMS Product Gap Analysis (HLTBR)	28 th October 2015
17. Updated IMS Product Gap Analysis(DBR)	28 th October 2015
18. IMS System Test Plan	15 th October 2015
19. Requirement's Traceability Matrix for IMS Release 1	15 th October 2015
20. Technology Environment Management Strategy	18 th September 2015
21. Operating Model	29 th September 2015
22. Draft recommended ROC Organisational Structure	30 th September 2015
23. Change Impact Analysis (Release 1)	9 th October 2015
24. IMS Training Needs Analysis	23 rd October 2015

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

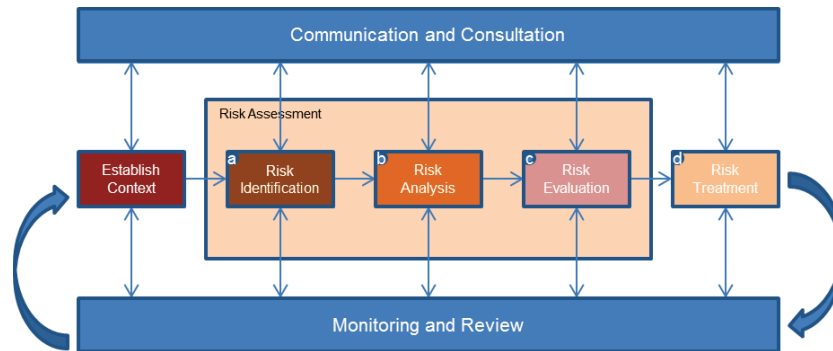


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Table: ROC risk review schedule

Appendix E – Milestone Acceptance Form



Milestone
Acceptance Form.doc

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]		
Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible and consulted for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

Phase	Document Name	Contractor	Other Contractor	Customer
Detailed Design (Contractor & Other Contractor)	Release 1			
	Updated High Level Solution Design	A,R	R	C
	Release 1 Architecture Specification	A	R	C
	Release 1 Functional Specification	A	R	C
	Release 1 Non-Functional Design	A	R	C
	Release 1 Integration Specification	A	R	C
	Project Communication Plan for Release 1	A,R	C	C
	Release 1 To-be processes (“out of the box”)	A	R	C
	Change Impact Analysis (Release 1)	A,R	R	C

	Release 1 Training Needs Analysis	A,R	R	C
	Drafting a recommended ROC Organisational Structure	A,R	R	R
	Updated Release 1 Product Gap Analysis	A	R	I
	Release 1 Data Management Plan	A	R	C
	Release 1 Data Technical Analysis Outputs (NEW)	A	R	R
	Updated Implementation Strategy	A,R	R	C
	Release 1 Implementation Plan (Build phase deliverable)	A	R	C
	Technology Test Strategy	A,R	R	C
	Updated Project Management Plan	A,R	R	C
	RACI	A,R	C	C
	Agreed Final Contract	A	I	R
	Detailed Implementation & Maintenance Phase PIPP	A	I	R
	Release 1 System Test Plan	C	A	C
	Requirements Traceability Matrix updated for Release 1	A,R	R	C
	Technology Environment Management Strategy	A,R	R	C

Appendix G – Acceptance Criteria

Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

Approval Criteria for Detailed Design (Release 1) Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Detailed Design (Release 1) Phase are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the Deliverables section (section 5.4 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the deliverable; and
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/ Contractor workshops.

The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

PROCURE IT FRAMEWORK

VERSION 3.1

PART 3: DICTIONARY

1. AGREED TERMS & INTERPRETATION

AGREED TERMS

- 1.1 Acceptance Criteria** means the criteria to be applied in the performance of any Acceptance Test.
- 1.2 Acceptance Test Notification Period** means a period of 3 Business Days from the end of the Acceptance Test Period, or such other period stated in Item 32 of the General Order Form or agreed in writing, within which the Party conducting the Acceptance Test must provide the other Party with written notice of the result of the Acceptance Test.
- 1.3 Acceptance Test Data** means the data that is provided by the Customer, and agreed by the Contractor in Item 32 of the General Order Form, that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.
- 1.4 Acceptance Test Period** means the period for the performance of any Acceptance Tests for any Deliverable which is a period of 10 Business Days from the delivery of the Deliverable to the Customer, or such other period stated in Item 32 of the General Order Form or agreed between the Parties in writing.
- 1.5 Acceptance Tests** means any acceptance tests stated in Item 32 of the General Order Form or agreed in writing.
- 1.6 Actual Acceptance Date** or **AAD** means the date the Deliverable is accepted or is deemed accepted by the Customer and occurs on the date stated in clause 10.1 of the Customer Contract.
- 1.7 Additional Conditions** means any terms or conditions which vary, or are additional to, the terms and conditions set out in the Customer Contract, which are stated in Item 43 of the General Order Form and, which if they include a variation to a Protected Clause, that variation requires the approval of the Director General, NSW Department of Finance and Services in accordance with clause 3.2(b) of the Customer Contract (Part 2).
- 1.8 Agency** means:
- (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority);
 - (b) a body established by the Governor-General, a State Governor, or by a Minister of state of the Commonwealth, a state or a Territory; or
 - (c) an incorporated company over which the Commonwealth, a State or a Territory exercises control.
- 1.9 Agreement Documents** means the documentation listed in Schedule 2 to the Customer Contract (Part 2).
- 1.10 Annexure** means a document that is incorporated into, and forms part of, the Head Agreement.
- 1.11 Approved Agent** means any entity that is authorised in writing by the Contractor to act as the Contractor's legal agent for the purpose of supplying Products and/or Services to the Customer under a Customer Contract, and whose identity is:

- (a) stated in the Head Agreement Details or otherwise approved by the Contract Authority; or
 - (b) where there is no Head Agreement, approved by the Customer,
- but excludes the directors, officers or employees of the Approved Agent.
- 1.12 Authorised Representative** means a person who has authority to act on behalf of a Party in accordance with the Head Agreement (Part 1) or the Customer Contract (Part 2) (as applicable).
- 1.13 Bespoke User Documentation** means documents created for the Customer as a Deliverable under a Customer Contract that describe the features and functions of a Product or Service that has been created, modified or adapted for the Customer under a Customer Contract, in a hard copy, electronic or online format as stated in the Contract Specifications.
- 1.14 Business Contingency Plan** means a plan detailing the nature and scope of the business contingency services to be provided by the Contractor to overcome interruptions to the Customer's business, including as applicable, information about time-frames, scheduling, service levels, methodologies, systems, processes or programs for the implementation of such services and any other requirement, as stated in Item 24 of the General Order Form.
- 1.15 Business Day** means any day that is not Saturday, Sunday or a public holiday in New South Wales.
- 1.16 CCA** means the *Competition and Consumer Act 2010* (Cth).
- 1.17 Change in Control** means a circumstance in which control is or may be exercised over the Contractor:
- (a) by virtue of the change of a direct holding of at least fifteen percent of the voting shares in the Contractor or a holding company of the Contractor; or
 - (b) by any other means whatsoever.
- 1.18 Change Request** means a change requested by either Party which, if signed by the Parties will result in a variation to any part of the Customer Contract.
- 1.19 Commencement Date** means:
- (a) the Commencement Date stated in Item 10 of the General Order Form; or
 - (b) if no Commencement Date is stated in the General Order Form, the date the Customer Contract is signed by the Customer and the Contractor.
- 1.20 Confidential Information** means information that:
- (a) is by its nature confidential; or
 - (b) is communicated by the disclosing party to the confidant as confidential; or
 - (c) the confidant knows or ought to know is confidential; or
 - (d) relates to:
 - (i) the Products and Services;

- (ii) the financial, the corporate and the commercial information of any Party;
- (iii) the affairs of a third party (provided the information is non-public); and
- (iv) the strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service,

but excludes any information which the confidant can establish was:

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

1.21 Conflict of Interest means the Contractor engaging in any activity, or obtaining any interest, whether pecuniary or non-pecuniary, which is likely to, has the potential to, or could be perceived to, restrict the Contractor from performing its obligations under the relevant Part in an objective manner.

1.22 Consequential Loss means any loss, damage or expense recoverable at law:

- (a) other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or
- (b) which is a loss of:
 - (i) opportunity or goodwill;
 - (ii) profits, anticipated savings or business;
 - (iii) data; or
 - (iv) value of any equipment,

and any costs or expenses incurred in connection with the foregoing.

1.23 Contract Authority means the head of a government agency which may procure goods and services for that agency or for other government agencies consistent with any applicable policies and directions of the Procurement Board and the terms of its accreditation (if any) by the Procurement Board, and described in Item 2 of the Head Agreement Details.

1.24 Contract Period means the period of the Customer Contract stated in Item 10 of the General Order Form, including any period or periods of extension of the Customer Contract made in accordance with clause 2.4 of the Customer Contract (Part 2).

1.25 Contract Price means the total of all Prices payable by the Customer to the Contractor for the Deliverables supplied under the Customer Contract as stated in Item 11 of the General Order Form.

1.26 Contract Specifications means the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable provided by the Contractor under the Customer Contract being only:

- (a) any specifications stated in the Customer Contract in Item 13 of the General Order Form; or
- (b) if no specifications are set out in the Customer Contract, the User Documentation.

1.27 Contract Value means:

- (a) the amount that is the maximum amount that the Customer is legally required to pay to the Contractor for the relevant:
 - (i) Non-Recurring Service and/or Product; or
 - (ii) Short Term Recurring Service,
 under the Customer Contract, calculated at the Commencement Date; or
- (b) if the Parties determine that the amount in (a) is not capable of calculation, and there is an Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service, the Contract Value is the greater of:
 - (i) the Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service; or
 - (ii) the amounts paid by the Customer, or unpaid but due and outstanding, for the relevant Non-Recurring Service or Product or Short Term Recurring Service as at the date on which the claim first arises; and
- (c) if the Parties determine that the amount in (a) is not capable of calculation, and there is no Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service, the Contract Value is the aggregate of:
 - (i) the amounts paid by the Customer, or unpaid but due and outstanding, for the relevant Non-Recurring Service or Product or Short Term Recurring Service as at the date on which the claim first arises; and
 - (ii) the average amount paid by the Customer in each month of the Contract Period for the relevant Non-Recurring Service or Product or Short Term Recurring Service prior to the date on which the claim first arises multiplied by the number of remaining months of the Contract Period during which the relevant Non-Recurring Service and/or Product or the Short Term Recurring Services were to be provided, as set out in the Order Documents.

1.28 Contract Variation means a variation to the terms and conditions of the Customer Contract that requires the consent of the Director General, NSW Department of Finance and Services in accordance with clause 26.2 of the Customer Contract (Part 2).

1.29 Contractor means the person or body corporate named in Item 3 of the Head Agreement Details and/or Item 4 of the General Order Form that enters into the relevant Part. For the purpose of a Customer Contract, Contractor includes any Approved Agent who enters into the Customer Contract. Contractor does not include any of the Contractor's Personnel (other than an Approved Agent).

1.30 Contractor Information means information relating to:

- (a) the Head Agreement and any Customer Contract formed under the Head Agreement subject to the exclusions stated in Item 5 of the Head Agreement Details;
- (b) the Contractor's performance under the Head Agreement or a Customer Contract;
- (c) the financial position or reputation of the Contractor; and/or

- (d) the shareholdings in the Contractor, or the corporate structure, directorship or shareholdings of the Contractor,

but excluding any of the Contractor's Confidential Information or Intellectual Property Rights.

1.31 Correctly Rendered Invoice means an invoice that is rendered in the form of a Tax Invoice where:

- (a) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars;
- (b) the invoice is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount and enables the Customer to ascertain what the invoice covers and the amount payable;
- (c) the invoice is accompanied by documentary evidence that signifies that acceptance (where appropriate) has occurred in accordance with the Customer Contract; and
- (d) the invoice is addressed to the officer stated in Item 6 of the General Order Form to receive invoices.

1.32 Customer means the person or body corporate named in Item 1 of the General Order Form that enters into a Customer Contract with the Contractor. Customer does not include any of the Customer's Personnel.

1.33 Customer Contract means those Parts, terms and conditions and other documents listed in clause 3.6 of Part 2.

1.34 Customer Supplied Item or **CSI** means the items set out in Item 22 of the General Order Form to be supplied by the Customer under a Customer Contract.

1.35 Cyberterrorism means an assault on any electronic communications network.

1.36 Defect means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Deliverable not to meet the Contract Specifications and other requirements under the Customer Contract.

1.37 Defects List means a written notice stating details of the actual results of the Acceptance Test, and for any alleged defect(s) in the specific requirement(s) of the Customer Contract that is not met and a statement as to whether the alleged defect is Minor. The Defects List is not required to include the cause of the defect.

1.38 Deliverable means any Product, Service or output from any Service that is required to be provided to the Customer under the Customer Contract.

1.39 Document includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; and/or
- (d) a piece of text or text and graphics stored electronically as a file for manipulation by document processing software.

1.40 Due Date means the date by which an LD Obligation must be met, as stated in Item 21 of the General Order Form.

- 1.41 Eligible Customer** means any NSW Government Body or Eligible non-Government Body.
- 1.42 Eligible non-Government Body** means a public body being eligible to buy under a specific Head Agreement, including the following bodies (as identified under the Public Works and Procurement Regulation 2014 clause 6:
- (a) a private hospital;
 - (b) a local council or other local authority
 - (c) a charity or other community non-profit organisation;
 - (d) a private school or a college,
 - (e) a university;
 - (f) a public authority of the Commonwealth, any other State or Territory;
 - (g) a public authority or of any other jurisdiction (but only if it carries on activities in this State);
 - (h) any contractor to a public authority (but only in respect of things done as such a contractor);
- 1.43 Escrow Agreement** means an agreement under which an independent third party receives the source code or object code of certain software from the Contractor for delivery to the Customer or the Contractor upon the fulfilment of pre-specified conditions and is substantially in the form of Schedule 5 to Part 2 unless otherwise agreed by the Parties.
- 1.44 Escrow Materials** means the source code and/or object code of any software Deliverable and all other software programs all as owned by the Contractor, documentation, drawings and plans as well as a list of any third party software programs that would enable a competent programmer skilled in the use of the software Deliverable and any necessary development tools to keep the Deliverables in good order and repair that are stated in Item 23 of the General Order Form.
- 1.45 Estimated Contract Price** means the Parties' estimate of the amount payable under the Customer Contract for the relevant:
- (a) Non-Recurring Service or Product; or
 - (b) Short Term Recurring Service,
- as stated in Item 39 of the General Order Form.
- 1.46 Event** means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time and includes:
- (a) natural events like fire, flood, or earthquake;
 - (b) national emergency;
 - (c) terrorist acts (including Cyberterrorism) and acts of vandalism; or
 - (d) war.

- 1.47 Existing Material** means any Licensed Software or any other Material that is developed:
- (a) prior to the Commencement Date; or
 - (b) independently of the Customer Contract,
- and that is incorporated into a Deliverable under the Customer Contract.
- 1.48 Financial Security** means the security in Item 38 of the General Order Form which is in substantially the form of Schedule 10 to Part 2.
- 1.49 Fundamental Breach** means a breach of the Customer Contract by the Customer which prevents the Contractor from carrying out its obligations under the Customer Contract.
- 1.50 General Order Form** means Schedule 1 to Part 2 that includes the Order Details that are relevant to that Customer Contract.
- 1.51 Government Agency means any of the following:**
- (a) a government sector agency (within the meaning of the *Government Sector Employment Act 2013*)
 - (b) a NSW Government agency
 - (c) any other public authority that is constituted by or under an Act or that exercises public functions (other than a State owned corporation),
 - (d) any State owned corporation prescribed by the regulations.
- 1.52 GST** has the same meaning as in the GST Law.
- 1.53 GST Law** means any law imposing or relating to a GST and includes *A New Tax System (Goods & Service Tax) Act (Cth)*, *A New Tax System (Pay As You Go) Act 1999* and any regulation based on those Acts.
- 1.54 Hardware** means the physical components of a computer including the microprocessor, hard discs, RAM, motherboard and peripheral devices.
- 1.55 Head Agreement** means an agreement between the Contract Authority and the Contractor, comprising those Parts, terms and conditions and other documents listed in clause 4.2 of Part 1.
- 1.56 Head Agreement Details** means those details stated in Annexure 1 to Part 1.
- 1.57 Head Agreement Documents** means the documentation listed in Annexure 2 to Part 1.
- 1.58 Insolvency Event** means where a Party:
- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
 - (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001 (Cth)*;
 - (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001 (Cth)*;

- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001 (Cth)*;
- (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001 (Cth)* or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

1.59 Install means to set up the Hardware so that the manufacturer's installations tests can be completed successfully.

1.60 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.

1.61 Information Privacy Principle or IPP means the Information Protection Principles contained in sections 8 to 19 of the *Privacy and Personal Information Protection Act 1998 (NSW)*.

1.62 LD Obligation means an obligation that is stated in Item 21 of the General Order Form as being an obligation for which the late completion by the Contractor may require the payment of liquidated damages in accordance with clauses 6.28 to 6.35 of the Customer Contract.

1.63 Licensed Software means the standard off-the-shelf software provided by the Contractor to the Customer and includes any Updates or New Releases of that software that may be provided to the Customer from time to time in accordance with the Customer Contract.

1.64 Material means any Document or other thing in which Intellectual Property Rights subsist.

1.65 Material Adverse Event means any matter that:

- (a) substantially and adversely affects the Contractor's ability to perform any of its material obligations under the relevant Part, which may result from:
 - (i) any material litigation or proceeding against the Contractor;
 - (ii) the existence of any material breach or default of any agreement, or of any order or award that is binding on the Contractor;

- (iii) matters relating to the commercial, technical or financial capacity of the Contractor or in the knowledge of the Contractor, any Approved Agent or subcontractor proposed to be engaged in respect of this agreement; or
 - (iv) any obligation under another contract the compliance with which may place the Contractor in material breach of the relevant Part; or
- (b) the Contractor knows, or should reasonably know, will, or has the potential to, cause material reputational damage to the Contract Authority or the Customer as a result of the Contract Authority and/or the Customer's association with the Contractor.
- 1.66 Milestone** means the groups of tasks relating to and including the provision of Deliverables to be performed or provided by the Contractor under the Customer Contract.
- 1.67 Minor** means, unless otherwise agreed in the Order Documents:
- (a) in respect of a Deliverable that is not a Document, a Defect that would not prevent the Deliverable from being used in a production environment even though there may be some insubstantial inconvenience to users of the Deliverable, provided that the Defect does not compromise security; and
 - (b) in respect of a Deliverable that is a Document, errors that are limited to errors in formatting, style, spelling or grammar or minor errors of fact or interpretation that do not detract from the usefulness or intent of the document.
- 1.68 Module** means a document that describes the additional terms and conditions that are specific to a particular Product or Service or method of acquisition of a Product or Service. The Modules are stated in Part 4.
- 1.69 Module Order Form** means a document that includes the Order Details that are relevant to the particular Module. The Module Order Forms are stated in Part 5.
- 1.70 Moral Rights** means a person's moral rights as defined in the *Copyright Act 1968 (Cth)*.
- 1.71 New Material** means any Material that is:
- (a) newly created by or on behalf of the Contractor during the performance of its obligations under the Customer Contract;
 - (b) incorporated into a Deliverable; and
 - (c) delivered to the Customer in accordance with the requirements of the Customer Contract,
- except for any Material that is Existing Material or any adaptation, translation or derivative of that Existing Material.
- 1.72 Nominee Purchaser** means a contractor to a Customer that is authorised to enter into the Customer Contract as the Customer's agent.
- 1.73 Non-Recurring Services** means Services which are provided by the Contractor under any of the following Modules:
- (a) Module 4 – Development Services;
 - (b) Module 13– Systems Integration Services; and
 - (c) Module 14 – Hosting Services

and, if agreed by the Parties in Item 39 of the General Order Form:

- (d) Module 6 – Contractor Services
- (e) Module 7 – Professional Services;
- (f) Module 8- Training Services
- (g) Module 12- Managed Services;

1.74 Notice in Writing means a notice signed by a Party's authorised representative or his/her delegate or agent which must not be an email, or a document scanned and sent by email.

1.75 Order Details means the details of the Customer Contract specific to the transaction contemplated by the Customer Contract which are included in the Order Documents and agreed by the Customer and Contractor.

1.76 Order Documents means the General Order Form and the documents that are stated on the General Order Form as being incorporated into the Customer Contract, which may include:

- (a) any Schedule to Part 2;
- (b) any document referred to in, or based on, any Schedule to Part 2; and
- (c) one or more Modules and their relevant Module Order Forms.

1.77 Part means each pro forma document that is designated as a Part of the Procure IT Framework, being:

- (a) Part 1; the Head Agreement, including its Annexures;
- (b) Part 2; the Customer Contract, including its Schedules;
- (c) Part 3; the Dictionary;
- (d) Part 4; the Modules; and
- (e) Part 5; the Module Order Forms.

1.78 Parties means:

- (a) in relation to the Head Agreement: the Contract Authority and the Contractor; and
- (b) in relation to the Customer Contract: the Customer and the Contractor.

1.79 Performance Criteria means the criteria applicable to the performance of the Contractor including the:

- (a) quality of Products or Services offered or delivered;
- (b) competitiveness of the Products or Services and pricing;
- (c) Contractor's sales and marketing performance;
- (d) Contractor's financial stability;
- (e) Contractor's management and suitability of its Personnel;

- (f) Contractor's administration of the Head Agreement, any Customer Contracts and risk;
 - (g) Contractor's management of environmental issues;
 - (h) Contractor's Occupational, Health, Safety and Rehabilitation (OHS&R) Management;
 - (i) Contractor's industrial relations performance; and
 - (j) claims on insurance and other financial assurances made in respect of the Contractor's business or the Head Agreement and any Customer Contracts.
- 1.80 Performance Guarantee** means a document substantially in the form of Annexure 5 to the Head Agreement or Schedule 9 to Part 2 (as applicable).
- 1.81 Personal Information** means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- 1.82 Personnel** means an entity's directors, officers, employees, agents and subcontractors, and
- (a) for the Contractor; includes its Approved Agents and their Personnel; and
 - (b) for the Customer; includes any Nominee Purchaser and its Personnel, but excludes the Contractor and its Personnel.
- 1.83 Prescribed Use** is limited to the use of a Product or Service in a business environment where the direct result of a failure of the Product or Service being supplied results in a serious risk of significant loss of life or personal injury or substantial damage to buildings or other tangible property in the following business environment:
- (a) planning, construction, maintenance or operation of an air traffic control system;
 - (b) planning, construction, maintenance or operation of a mass transit system (e.g. aircraft/trains/ferries/roads);
 - (c) planning, construction, maintenance or operation of a nuclear facility; or
 - (d) planning, construction, maintenance or operation of facilities or programs in respect of biological or chemical environments, including quarantine.
- 1.84 Price** means an itemised Price (including a rate for a unit), payable in Australian dollars by a Customer for a Product or Service under the Customer Contract in Item 11 of the General Order Form. Price includes GST and any other Tax.
- 1.85 Procure IT Framework** means the suite of pro forma documents described in clause 1 of the Customer Contract and clause 1 of the Head Agreement that provide the framework for the procurement Products and Services as represented by each of the Parts.
- 1.86 Product** means Hardware and Licensed Software only.
- 1.87 Project Implementation and Payment Plan or PIPP** means a document that includes Order Details relating to the implementation of a project and associated payment arrangements which is included in a Customer Contract if stated in Item 20 of the General Order Form. An example template of a PIPP is set out in Schedule 12 to the Customer Contract.
- 1.88 Protected Clauses** means the following clauses of the Customer Contract:

- (a) Additional Conditions (clause 3.2 (b));
- (b) Formation (part of clause) and Compliance with Consumer Laws (clauses 3.6 to 3.10);
- (c) Product Safety (clauses 5.9 to 5.10);
- (d) Intellectual Property Rights (clause 13);
- (e) Privacy (clause 15);
- (f) Insurance (clause 16)
- (g) Liability (clause 18);
- (h) Indemnities (clause 19);
- (i) Conflict of Interest (clause 20);
- (j) Notice of Change in Control (clause 23.3);
- (k) Dispute Resolution (clause 24 and Schedule 11 – Dispute Resolution Procedures);
- (l) Termination (clause 25);
- (m) Assignment and Novation (clauses 26.3 to 26.6); and
- (n) Applicable Law (clause 26.17).

1.89 Recurring Services means Services which are provided by the Contractor under any of the following Modules:

- (a) Module 2 – Hardware Maintenance and Support Services;
- (b) Module 5 – Software Support Services;
- (c) Module 11– Telecommunications Services
- (d) Module 12– Managed Services;

and, unless agreed otherwise by the Parties in Item 39 of the General Order Form:

- (e) Module 6 – Contractor Services
- (f) Module 7 – Professional Services;
- (g) Module 8- Training Services
- (h) Module 10 X as a Service
- (i) Module 14 Hosting Services

1.90 Related Company means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a Party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by

contract). A Related Company includes a “related body corporate” as that expression is defined in the Corporations Act 2001 (Cth).

- 1.91 Reseller** means any entity who provides Products or Services but:
- (a) is not the original equipment manufacturer or owner of the Intellectual Property Rights in the Product or Service; or
 - (b) is not a Related Company of the original equipment manufacturer or owner of the Intellectual Property Rights in the Product or Service.
- 1.92 Schedule** means a schedule to Part 2.
- 1.93 Service** means any item or thing to be provided under a Customer Contract that is not a Product, including the services provided under the Modules that provide for Hardware Maintenance and Support Services, Development Services, Software Support Services, IT Personnel, Professional Services, Training Services, Data Migration, X as a Service, Telecommunications Services, , Managed Services, Systems Integration Services.
- 1.94 Service Address** means:
- (a) in the case of the Contract Authority; the address set out in the Head Agreement;
 - (b) in the case of the Contractor;
 - (i) the address set out in the Head Agreement or such other address of which the Contactor gives Notice in Writing to the Contract Authority; or
 - (ii) in relation to a Customer Contract at its address set out in Item 5 of the General Order Form or such other address of which the Contactor gives Notice in Writing to the Customer; or
 - (c) in the case of the Customer; the address set out in Item 2 of the General Order Form or the address of which the Customer gives Notice in Writing.
- 1.95 Service Level Agreement or SLA** means the document or clauses that set out the performance expectations of the Parties and defines the benchmarks for measuring the performance of the Services. An example template of an SLA is set out in Schedule 3 to Part 2.
- 1.96 Service Levels** means the minimum performance levels to be achieved by the Deliverable, as specified in a Service Level Agreement.
- 1.97 Short Tem Recurring Services** means Recurring Services that are stated to be provided for a period of 12 months or less in the Order Documents at the Commencement Date.
- 1.98 Site** means the Customer’s offices or other Customer-controlled locations stated in Item 18 of the General Order Form to which a Deliverable is to be delivered and/or at which a Deliverable is to be installed.
- 1.99 Site Specification** means the document which details the environmental, operational, safety and management requirements in relation to the Site that are necessary for the provision of the Deliverable(s).
- 1.100 Specified Personnel** means the key personnel of the Contractor who are required to undertake the provision of the Deliverables or part of the work constituting the Deliverables, as stated in Item 27 of the General Order Form.

- 1.101 Stage** means one or more Milestones that are identified as a stage in the Project, Implementation and Payment Plan.
- 1.102 State** means the State of New South Wales.
- 1.103 Statement of Requirements** means the Customer's statement of any requirements that the Contractor must fulfil in respect of the Deliverables which may include all relevant instructions, information, data, documents, specifications, plans, drawings and other materials and particulars.
- 1.104 Statutory Requirements** means the Australian laws, regulation or by-laws relating to the performance of the Party's obligations under the relevant Part.
- 1.105 Subcontractor** means a third party to which the Contractor has subcontracted the performance or supply of any Services.
- 1.106 Substantial Breach** means:
- (a) a breach of the Customer Contract by the Contractor which deprives the Customer of substantially all of the benefit of the Customer Contract; or
 - (b) the following breaches by the Contractor of the Customer Contract:
 - (i) a delay by the Contractor in performing its obligations under the Customer Contract which continues beyond the extension of time granted under clauses 6.26 and 6.27;
 - (ii) failing to provide suitable replacement personnel as required under clause 8.9 where such failure prevents the Contractor from performing fundamental obligations under the Customer Contract;
 - (iii) breaching any warranty under clause 9.1;
 - (iv) where Acceptance Tests are required in order for the Deliverable to achieve AAD (and the obligation to ensure the Deliverable achieves AAD by a certain date is not an LD Obligation), failing to pass Acceptance Tests which results in rejection of the Deliverable by the Customer under clause 10.12(e);
 - (v) where Acceptance Tests are not required in order for a Deliverable to achieve AAD (and the obligation to ensure the Deliverable achieves AAD by a certain date is not an LD Obligation), failing to deliver the Deliverable by the date required in the Customer Contract;
 - (vi) failing to effect and maintain insurance policies as required under clauses 16.1, 16.2, 16.3 or 16.7 (other than to the extent that the Contractor received an exemption under clause 16.8);
 - (vii) failing to provide a Performance Guarantee as required under clause 17.2;
 - (viii) failing to provide a Financial Security as required under clause 17.4; or
 - (ix) the existence of a Conflict of Interest which in the Customer's reasonable opinion prevents the full and proper performance of the Contract by the Contractor and the Contractor has not complied with clause 20.1(b) within a reasonable period.
- 1.107 Tax** means any sales tax, value added tax, duty, withholding tax, levy, impost or other charge or duty levied by any government in Australia or elsewhere, which arises out of

or in connection with the Contractor's performance of its obligations under the relevant Part, but excludes GST and any Tax based on the net income of the Contractor.

- 1.108 Tax Invoice** has the same meaning as provided for in the GST Law.
- 1.109 Taxable Supply** has the same meaning as provided for in the GST Law.
- 1.110 Term** means the term of the Head Agreement, set out in Item 6 of the Head Agreement Details and any extension of the Term in accordance with clause 2.1 of the Head Agreement.
- 1.111 User Documentation** means the Contractor's standard off the shelf documents that describe the features and functions of a Product or Service, in a hard copy, electronic or online format that are provided by the Contractor to the Customer. User Documentation excludes any Document that is designed by the Contractor to be training materials.
- 1.112 Virus** means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of a Deliverable in accordance with the Deliverable's Contract Specifications, but does not include any code, mechanism or device that is included in the software by the licensor for the purpose of managing the licensed use of the software.
- 1.113 Warranty Period** means:
- (a) in relation to Hardware, 365 days from AAD;
 - (b) in relation to Licensed Software, 90 days from AAD; and
 - (c) in relation to Services where there is an Acceptance Test process, 30 days from AAD.
- 1.114 Workaround** means a fix or alternative procedure to temporarily address a Defect.

INTERPRETATION

- 1.115** The following rules also apply in interpreting any Part, except where the context makes it clear that a rule is not intended to apply.
- (a) A reference to:
 - (i) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) monetary references are references to Australian currency;
 - (iii) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as varied, assigned or novated;
 - (iv) a reference to a "Part [number]" is a reference to that specific Part only; e.g. "Part 3" is a reference to Part 3 only. A reference to "Part" without a number is a reference to the Part in which the reference to that Part appears e.g. if the phrase "clause 3 in this Part" appears in a clause in Part 2, then this is a reference to clause 3 in Part 2 only;
 - (v) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity; and

- (vi) anything (including a right, obligation or concept) includes each part of it.
 - (b) If an agreement expressly or impliedly binds more than one person then it must bind each such person separately and all such persons jointly.
 - (c) A singular word includes the plural, and vice versa.
 - (d) The words “include(s)” and “including” are not words of limitation.
 - (e) When a Party exercises its “discretion”, the party may exercise its discretion in any way it chooses, provided only that it acts in good faith. There is no obligation to act reasonably where the word “discretion” is used.
 - (f) Where there is an obligation that requires the completion of particular Order Document, including a PIPP or Service Level Agreement, but the particular Order Document is not incorporated into the Customer Contract because it is not stated in the General Order Form that the particular Order Document is included in the Customer Contract, then that obligation does not form part of the relevant Customer Contract.
 - (g) The Parties may undertake business by the electronic exchange of information and the provisions of each Part will be interpreted to give effect to undertaking business in this manner. To the extent permitted by law, any Part or any Order Document, including the General Order Form may be in electronic format.
 - (h) Where there is a shortened version of the General Order Form, Module Order Form or other Order Document, and the Order Details (details placed under an Item number) have been numbered differently in the shortened version of the Order Document to the Item numbering in the pro forma template of the relevant Order Document, then the references to the Item number in the relevant Part of the *Procure IT Framework* shall be interpreted as a reference to the relevant Item in the shortened version of the relevant Order Document notwithstanding the actual Item number used in the shortened version of relevant Order Document, e.g. if in a shortened General Order Form the Order Details relating to Credit/Debit Cards are included under Item number 16 in the shortened General Order Form, then the reference to “Item 33” in clause 11.3 of the Customer Contract shall be interpreted as a reference to Item number 16 in the shortened General Order Form.
- 1.116** Headings are for the purpose of convenient reference only, and do not affect interpretation of the document in which they appear.

Module 7 – Professional Services

Version 3.1

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Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills where the Contractor's services are not subject to day to day supervision by the Customer.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 7** form part of the Customer Contract when the Parties state that the Professional Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

- 1.1 **Exception** means the reasons that excuse the Contactor from being in breach of the Customer Contract in respect of the Services provided under this Module, as stated in clause 7.
- 1.2 **Professional Services** means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including:
- (a) strategy advice;
 - (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5);
 - (c) writing reports;
 - (d) reviews or quality assurance activities;
 - (e) change management services;
 - (f) project management services;
 - (g) knowledge transfer services;
 - (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer.

The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services.

The term Professional Services does not include training services. These services are subject to Module 8 Training Services.

INTERPRETATION

- 1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Professional Services Period

- 2.1 Unless otherwise agreed in the General Order Form or the relevant Module Order Form, the Professional Services must be provided for the Contract Period unless the Customer Contract is terminated earlier in accordance with its terms.
- 2.2 If no Contract Period is specified in the Order Documents and the Professional Services are provided on a time and materials basis, then the Professional Services will be provided from

the Commencement Date until either Party cancels the Professional Services by providing 30 days prior Notice in Writing to the other.

3. Scope of Professional Services

SCOPE

- 3.1 The Parties will set out in the Module Order Form or a PIPP the details of the Professional Services which may include:
- (a) the Contract Period;
 - (b) the details of the Professional Services that the Contractor is to provide;
 - (c) the details of any Specified Personnel;
 - (d) the details of any Deliverables and their Contract Specifications;
 - (e) the location of where the Professional Services are to be provided;
 - (f) whether any Deliverable must undergo an Acceptance Test;
 - (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and
 - (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis, fixed price or some other basis.

PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 3.2 If there is no PIPP agreed at the time the Customer Contract is signed by the Parties, and it is stated on the Module Order Form that a PIPP is required, the Contractor must prepare a draft PIPP for the approval of the Customer prior to the commencement of the Professional Services. Within 5 Business Days of receipt of the draft PIPP the Customer must:
- (a) approve the PIPP;
 - (b) provide written notice of any changes to the draft PIPP that it requires, and provided those changes are reasonable, the Contractor must update the PIPP and re-submit it for approval by the Customer.
- 3.3 Once the PIPP has been approved by the Customer it forms part of the Customer Contract and the Contract Specifications are updated accordingly.

REPORTING

- 3.4 The Contractor must monitor the progress of the Professional Service and provide the Customer with status reports at monthly intervals, or such other intervals as is agreed by the Parties which, at a minimum, include the following issues:
- (a) the issues and risks that the Contractor recommends be pro-actively addressed to avoid delays;
 - (b) any actions that the Parties need to take, or decisions that need to be made, to ensure the provision of the Professional Services in accordance with the requirements of the Customer Contract, including any PIPP;
 - (c) the progress of the work against any project plan;

- (d) the amounts charged, and amount of work in progress against the budget;
- (e) whether it is anticipated that the budget is likely to be exceeded, and if so the reasons; and
- (f) any other issues that the Parties agree should be included in the reports.

CUSTOMER DIRECTIONS

- 3.5 The Contractor must comply with all reasonable directions of the Customer as may be given to the Contractor from time to time in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of the Customer Contract. Where such direction:
- (a) causes the Contractor's costs to increase, the Customer must pay for any increase in the Contractor's costs at the Contractor's time and materials rates (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) plus any expenses; and
 - (b) causes the Contractor not to be able to meet any timetable for delivery, then the timetable must be extended to the extent that it is reasonable given the nature of the direction and the impact on the Professional Services.
- 3.6 Nothing in clause 3.5 affects the Contractor's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the Customer's reasonable directions or otherwise to comply with the Contractor's obligations under the Customer Contract.
- 3.7 Subject to otherwise complying with its obligations under the Customer Contract, the Contractor must exercise its independent discretion as to the most appropriate and efficient manner of providing the Professional Services and satisfying the Contractor's obligations under this Customer Contract.

EMPLOYEE RELATIONSHIP

- 3.8 The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any of its employees or contractors, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement.
- 3.9 The Contractor acknowledges and agrees that:
- (a) it is solely responsible for the obligations in clause 3.8; and
 - (b) neither it, nor its personnel have, pursuant to this Customer Contract, any entitlement from the Customer in relation to any form of employment or related benefit.

4. Acceptance Tests and Use

- 4.1 Where the Professional Services are for the creation of a specific Deliverable for which the Parties have agreed that the Deliverable is to undergo Acceptance Tests then:
- (a) the Customer must not use any part of the Deliverable for its business purposes and/or in a production environment without first undertaking Acceptance Tests in accordance with clause 10 of Part 2; and
 - (b) it is acknowledged and agreed by the Customer that if the Customer uses the Deliverable for its business purposes and/or in a production environment before the Deliverable has passed its Acceptance Tests in accordance with clause 10.9 of Part 2

(as opposed to where the Deliverable is merely deemed to have passed its Acceptance Tests under clause 10.13) the Customer is taking a significant risk in using untested Deliverables, and accordingly the Contractor is not liable for any loss, damage or expense caused by such use of the Deliverable.

5. Restraint

- 5.1 The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:
- (a) encourage any of individual who has performed any Professional Services, to:
 - (i) stop working for or providing services to the Contractor; or
 - (ii) work for or provide services to the Customer, any Agency or Department or any other person;
 - (b) employ, contract, or enter into any arrangement, to receive the benefit of the services of the individual who has performed any Professional Services,
- for the following restraint periods:
- (c) during the period that the individual performed the Professional Services and a period of 12 months thereafter;
 - (d) during the period that the individual performed the Professional Services and a period of 9 months thereafter;
 - (e) during the period that the individual performed the Professional Services and a period of 6 months thereafter;
 - (f) during the period that the individual performed the Professional Services and a period of 3 months thereafter;
 - (g) during the period that the individual performed the Professional Services.
- 5.2 Clause 5.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 5.1(a) and (b)(i) and (ii) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 5.1(a), (b)(i) and (ii) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.
- 5.3 The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 5 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 5.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 5.1.
- 5.5 The Parties agree that the restrictions in clauses 5.1 to 5.4 are necessary to protect the legitimate interests of the Contractor.

6. Specific Warranties

SCOPE

- 6.1 Where the Professional Services are provided on a fixed price basis:
- (a) the Contractor warrants that any Deliverable (other than any Customer Supplied Item) will meet the Contract Specifications in all material respects during the Warranty Period, subject to the Exceptions; and
 - (b) if an unmodified version of the Deliverable (other than any Customer Supplied Item) fails to perform in accordance with the requirements of the Customer Contract and the Customer provides the Contractor with written notice of the Defect within the Warranty Period, then the Contractor may, at its option, promptly remedy those Defects, implement a Workaround, or replace the relevant part of the Deliverable, at its own expense, or refund the Price payable for the deficient Deliverable. Any remedy that is implemented is warranted only during the remainder of the Warranty Period.
- 6.2 Owing to the nature of the subject matter, but subject to clauses 6.1, 6.3, 6.4 and 7, the Contractor expressly excludes any warranty that:
- (c) any Deliverable will be error free;
 - (d) any Deliverable will operate without interruption;
 - (e) it will correct all program errors;
 - (f) any Deliverable will be compatible with any hardware, software or data not supplied by the Contractor (except as specified in the Contract Specification);
 - (g) any Deliverable will meet the Customer's requirements.
- 6.3 The Customer must provide reasonable assistance to the Contractor in order to assist the Contractor to identify and resolve the Defect, including installing patches and Workarounds.
- 6.4 The Contractor warrants that, subject to the Exceptions, from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that the Contractor will provide the Professional Services in accordance with the requirements of the Contract Specifications in all material respects and with due care and skill.

7. Exceptions

- 7.1 The Contractor is not liable for any breach of the Customer Contract which arises as the result of:
- (a) any Customer Supplied Item not operating in accordance with its documentation or the requirements in this Customer Contract;
 - (b) modifications to any Deliverable that were effected or attempted by a person other than the Contractor or its authorised representative, other than where such modifications were recommended by the Contractor;
 - (c) any act, error, fault, neglect, misuse or omission of the Customer;
 - (d) damage caused by the operation of the Deliverable other than in accordance with recommended operating procedures or otherwise than in accordance with the directions or recommendations of the original IP owner, authorised distributor or the Contractor;

- (e) any Virus, denial of service attack or other malicious act that adversely affects the Software Solution, except to the extent that:
 - (i) the attack or malicious act is an attack or malicious act of the Contractor; or
 - (ii) the Contract Specifications include a requirement to protect against Viruses, denial of service attacks or other malicious acts, and the Customer's damages are caused solely by a failure to meet that obligation in the Contract Specification;
 - (f) improper use or mismanagement by the Customer; or
 - (g) an Event.
- 7.2 Where the Contractor has been requested to provide any remedy and the item that was requested to be remedied is determined not to be a Defect (or to be a Defect in a Customer Supplied Item) then the Contractor is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) that arise out, of or in connection with identifying and attempting to remedy that item.

MODULE ORDER FORM MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo an Acceptance Test; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert “Details of the Professional Services (other than Training Services) are set out in the PIPP”.]</p>	As specified in the PIPP set out in Annexure B to the Customer Contract.

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.3)	
<p>Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.</p> <p>[If this Box is not completed, the Contractor is not required to provide a PIPP.]</p>	As specified in the PIPP set out in Annexure B to the Customer Contract.

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	1
Date of Change Request	4 December 2015
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	2 November 2015
Date of expiry of validity of Change Request	29 February 2016
Contractor's estimated time and cost of evaluation	N/A
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)	Not Applicable

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
8 December 2015	v.01	As below	Bob Allum

DETAILS OF CHANGE REQUEST

Summary

The current Project Implementation and Payment Plan (PIPP) relates to Release 1 Detailed Design for the IMS solution only. Release 2, comprising the DTTS and CIMS solutions, was intended to be incorporated into an Implementation and Maintenance agreement scheduled for completion in November 2015. However, due to circumstances beyond the control of the Parties, this date was not achieved. As a consequence, the Parties agree to amend the PIPP to reflect the following changes:

- a) Initiation of Release 2 Detailed Design Phase for DTTS and CIMS; and
- b) Incorporate certain design activities to initiate the specification development phase of the proposed Implementation and Maintenance agreement.

In addition to the above, the Parties have agreed to amend the description of certain Deliverables to reflect their relevance and lessons learnt during the Release 1 Detailed Design Phase.

SCOPE

The scope of CR1 comprises:

- a) Detailed Design (Release 2) Phase encompassing the CIMS and DTTS solutions.
 - i. The Thales CIMS Detailed Design agreement was executed on 11 December 2015. Thales has mobilised its resources in anticipation of contract commencement.
 - ii. The Quintiq DTTS offer is currently being prototyped and, subject to Quintiq successfully demonstrating its capacity to meet certain performance criteria and being approved by the Steering Committee, the Quintiq Detailed Design agreement may potentially be executed in late January 2016

The Contractor shall manage these two vendors (Thales and Quintiq) to develop 23 separate Deliverables.

- b) Commencement of the Initial Implementation (Release 1) Phase. This was not anticipated in the contracting strategy but became a necessity due to the Parties failure to develop the Implementation and Maintenance Agreement. The Contractor's scope is to
 - i. Update the Detailed Design (Release 1) Deliverables in accordance with the input provided by Frequentis
 - ii. Enhance the Detailed Design (Release 1) Data Technical Analysis Inputs to reflect the REMS2016.1 interface requirements
 - iii. Assess and manage the Master Data requirements for IMS
 - iv. Plan and deliver the Interface technical specifications for the Tibco interfaces

For the avoidance of doubt, this phase expressly excludes activities associated with configuring or customising the Tibco software, as well as the provision of software.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The Effects of the contract charge are to:

- a) Commence Release 2 Detailed Design based on the Apis (CIMS) product provided by Thales and, subject to Steerco approval in January 2016, the DTTS solution provided by Quintiq.
- b) Transition from the Release 1 Detailed Design Phase to the Implementation Phase. This is a 4 month extension. It is anticipated that the Parties will have finalised the Implementation and Maintenance Agreement prior to the end of the term of this variation.
- c) Deliverables descriptions in section 5.4 have been updated for Release 2 to reflect lessons learnt during the Release 1 Detailed Design Phase.

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this change are necessary to accord with the existing project schedule.

New PIPP (annexed)

As the changes to the PIPP as extensive, the current PIPP is replaced in its entirety. (see attached)

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

Release 2 Detailed Design is [REDACTED] and comprises the following payment milestones

4 December 2015 monthly milestone [REDACTED]

15 January 2016 monthly milestone
19 February 2016 monthly milestone
18 March 2016 monthly milestone
Residual payment on Acceptance of Detailed Design Deliverables

Subtotal

GST

Total

Interim Implementation (Release 1) Phase is [REDACTED] and comprise the following payment milestones

30 November 2015
18 December 2015
29 January 2016
29 February 2016

Subtotal

GST

Total

Across all three streams, the Contract Price is now:

Detailed Design Release 1
Detailed Design Release 2
Interim Implementation (Release 1) Phase

Total Contract Price (ex GST)

The costs detailed above for Release 2 and the Initial Implementation Phase are based on the Contractors BAFO price for the Implementation and Maintenance Agreement.

The Parties acknowledge and agree that:

- a) Deliverable number 20 (Operating Model Description) under Release 1 has been amended pursuant to CR1, so that the initial requirement for future state processes is now a requirement for best practice processes; and
- b) Deliverable number 20 (Operating Model Description) under Release 2 contains a requirement for future state processes,

and that this has materially impacted the effort required by the Contractor to meet its obligations in respect of the Operation Model Description under Release 2. The Parties agree to negotiate the associated cost difference in good faith and will incorporate the resultant cost difference into the Implementation and Maintenance Agreement.

CHANGES TO CSI

CSI obligations have been reduced to reflect the lesser IT requirements of the Contractor.

CHANGES TO CUSTOMER PERSONNEL

No Change.

CHANGES TO CUSTOMER ASSISTANCE

No change

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable. The Contractor is currently performing the activities contemplated in Release 2 Detailed Design and the Initial Implementation (Release 1) Phase in anticipation of this contract change being executed.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Not Applicable

Responsibilities of the Contractor

Refer to attached PIPP

Responsibilities of the Customer

Refer to attached PIPP

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

None

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Release 2 Deliverable descriptions were amended to reflect lessons learnt during Release 1. Aside from the Operating Model identified above, no other change has been made that effects the documentation Deliverables.

EFFECT ON TRAINING

None

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

None

ASSUMPTIONS

Refer to section 7.7.3 of the PIPP.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

The only document forming this Change Request is the attached PIPP

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

Not Applicable

AUTHORISATION

The Contractor is currently performing the activities contemplated in Release 2 Detailed Design and the Initial Implementation (Release 1) Phase in anticipation of this variation. This is at the Contractor's own risk.

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]*

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

Signature of Customer Representative

Print name

Date

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

Signature of Authorised Signatory

Print name

Date

ANNEXURE B TO THE CUSTOMER CONTRACT

Schedule 12: PIPP

1. Introduction

- 1.1. The Customer is establishing a new Rail Operations Centre (ROC).
- 1.2. The Customer wishes to implement new technologies at the ROC which will provide enhanced capability to improve key 'day of operations' processes (the ROC Technology Solution).
- 1.3. The ROC Technology Solution consists of the development of four new technology systems (or system capabilities). These systems include:
- (a) Day of Operations Timetable System (DTTS);
 - (b) Incident Management System (IMS);
 - (c) Customer Information Management System (CIMS); and
 - (d) Operational Visual Display System (which will be tendered at a later date).
- 1.3A The Contractor has been selected as the Systems Integrator responsible for implementing sections 1.3 (a), (b) & (c).
- 1.4 By implementing the ROC Technology Solution the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
Reduced delay times and improved confidence in rail – Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.	Reduced Initial Delay - Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.
Increased operational performance and opportunity for timetable enhancements – Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.	Reduced Consequential Delay – Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the service back to normal following the resolution of an incident. This will place less demands on timetable recovery margins. The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.
More accurate, timely, relevant and consistent customer information during delays –	Reduced Customer Perceived Delay - Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the

Objective	SMART Criteria
Improving the customers' ability to make decisions about their transport options.	customer's perceived time of their journeys by 11% by 2018.
Better realising the benefits of future investments in rail capacity – Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.	Creation of a flexible, scalable network control function - The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc.). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC Infrastructure design requirements.
A new world class operating centre and culture – Transforming the way 'day of operations' activities are managed within Sydney Trains, fostering a new culture of collaboration and efficient coordination.	Improved Business Environment - The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.
Improved customer service – Providing the capability to support and enable a new 'customer service model' that will improve customer service and business performance.	Reduction in OPEX - The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new 'customer service model'.
Improved efficiency and sustainability – Providing opportunities for 'day of operations' role re-design and consolidation.	Reduction in OPEX - enabled by new systems, process improvements and colocation.

(together, the ROC Technology Solution Objectives).

- 1.5 To allow the Customer to better evaluate the Contractor's Solution for the ROC Technology Solution, the Customer wishes to engage the Contractor to undertake the Services and Deliverables specified in sections 4, 5, and 6 of this PIPP including, among other things:
- (a) preparation and supply of the Detailed Design Documents for the Detailed Design (Release 1) Phase
 - (b) Preparation and supply of the Detailed Design Documents for the Detailed Design (Release 2) Phase; and
 - (c) commencement of the Interim Implementation of Release 1,
 - (d) (the "Project").
- 1.6 This PIPP sets out the scope of the Services and Deliverables that the Contractor will supply in respect of the Project.

- 1.7 The sequence of the ROC Technology Solution has been staged as follows:
- (a) the RFP which solicited the solution being proposed by the Contractor;
 - (b) the High Level Solution Design Phase which assessed the veracity of the proposed solution and the capability of the Contractor. The Deliverables of the High Level Solution Design Agreement represent the core documents required by the Contractor to provide the Detailed Design Deliverables;
 - (c) the Project which is undertaken during the Detailed Design Phase; and
 - (d) subject to the Customer's acceptance of the Contractor's performance and related Deliverables under the Detailed Design Phase (including negotiation of a Final Contract that encompasses a number of the obligations of this Customer Contract) the Customer may, at its sole discretion, notify the Contractor of its intention to transition to the Final Contract. In such situation, this Customer Contract will lapse concurrently to the commencement of the Final Contract in accordance with clause 19.4 of the Additional Conditions.
- 1.8 On or around 7 August 2015 the Parties entered into a letter of intent (**LOI**) under which the Contractor supplied certain services and deliverables (**LOI Deliverables**) that are within the scope of the Deliverables that are to be supplied under the Customer Contract. The Parties acknowledge and agree that:
- (a) the LOI has been superseded by this Customer Contract and the LOI is of no further effect;
 - (b) any sums paid under the LOI are taken to have been paid under this Customer Contract;
 - (c) the terms of this Customer Contract apply to the LOI Deliverables; and
 - (d) the LOI Deliverables are deemed to have been supplied under this Customer Contract and are Deliverables for the purposes of this Customer Contract.

2. Overview of scope of work and Project delivery model

- 2.1 The Contractor must:
- (a) supply the Services and Deliverables described in this PIPP and any additional services and deliverables agreed by the parties as the responsibility of the Contractor;
 - (b) perform all other services functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the services or deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Deliverables described in this PIPP; and
 - (c) complete the Project, and supply the Services and Deliverables in the following phases:
 - iii. the Project Preparation Phase;
 - iv. the Detailed Design (Release 1) Phase;
 - v. the Detailed Design (Release 2) Phase, and
 - vi. the Interim Implementation (Release 1) Phase.

- 2.2 Unless otherwise agreed between the Parties, the Parties acknowledge and agree that the Detailed Design (Release 3) Phase does not form part of the scope of work for the Project.

3. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

CIMS has the same meaning given to that term in the Additional Conditions.

CIMS Contractor means Thales Australia Limited (ABN 66 008 642 751).

Contract Price has the meaning given to that term in section 12.1.1 of this PIPP.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Detailed Design means the Contractor's design of its Solution that has been developed as a Deliverable under the Customer Contract.

Detailed Design Documents means each document that is developed by the Contractor as part of the Detailed Design Phase and approved by the Customer.

Detailed Design Phase means the phase of work that includes the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 6 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 6A of this PIPP.

Dispute means any dispute or disagreement between the Contractor and an Other Contractor (or a dispute between Other Contractors) arising out of or in connection with the Project. A reference to a Dispute, where the Dispute is partly resolved, refers to the unresolved part of the Dispute.

DTTS has the same meaning given to that term in the Additional Conditions.

DTTS Contractor means the DTTS vendor selected by the Customer.

Environment has the same meaning as 'Customer Environment' in the Additional Conditions.

Entry Criteria means for a phase, the criteria that must be met before the Contractor is entitled to commence the work for that phase, as set out in this PIPP.

Final Contract has the same meaning given to that term in the Additional Conditions.

High-Level Design has the same meaning as the term in the Additional Conditions.

High Level Solution Design Agreement means the contract entered into between the Customer and the Contractor for the design services (which includes the High-Level Design) on or about 23 December 2014.

High Level Solution Design Documents means each document (including the High-Level Design) that is developed by the Contractor as part of the High Level Solution Design Phase and approved by the Customer as CSI.

High Level Solution Design Phase means the phase preceding the Detailed Design Phase.

Interim Implementation (Release 1) Phase has the meaning given to that term in section 6B of this PIPP.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

IMS has the same meaning given to that term in the Additional Conditions.

IMS Contractor means Frequentis Australasia Pty Ltd (ABN 25 107 550 489).

Initial Requirements means the requirements set out in Appendix A of this PIPP.

Issues Register has the meaning given to that term in section 7B.4.1 of this PIPP.

Maximum Guaranteed Price means the maximum amount payable by the Customer for Detailed Design (Release 2) Phase, as detailed in section 12.1, based on the assumptions in section 7.7.3.

Milestone Acceptance Form means the acceptance forms in the same or substantially the same form as Appendix E.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Project has the same meaning given to that term in section 1.5 of this PIPP.

Project Preparation Phase means the phase described in section 4 of this PIPP.

Project Schedule means the schedule set out in Appendix C which sets out the delivery dates for the Services and Deliverables during the Detailed Design Phase.

Other Contractors has the same meaning as 'Interfacing Contractor' in the Additional Conditions.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

Requirements means the Initial Requirements as updated by the Updated Requirements.

Requirements Variation has the meaning given to that term in section 7.2.1 of this PIPP.

RFP has the same meaning given to that term in the Additional Conditions.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC Technology Solution has the meaning given to that term in section 1.2 of this PIPP.

SME means subject matter expert.

Solution has the meaning given to that term in section 7.1.8 of this PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Updated Requirements means the Initial Requirements that are updated in the Detailed Design Documents.

4. Project Preparation Phase

4.1 Overview and purpose of Phase

4.1.1 The purpose of the Project Preparation Phase is to validate the Contractor's strategic intent and the Solution scope.

4.1.2 During the Project Preparation Phase, plans and schedules are prepared and Project resources committed.

4.1.3 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Project Preparation Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Project Preparation Phase are approved by the Customer,

on or before relevant date(s) specified in the Project Schedule.

4.2 Entry Criteria

4.2.1 The Entry Criteria for the Project Preparation Phase is specified in the table below:

#	Criteria	Description
1.	Customer Contract execution	The Contractor and the Customer have executed the Customer Contract.
2.	Acceptance of High Level Solution Design Deliverables	The Customer must have accepted the Deliverables submitted under the High Level Solution Design Agreement or, where conditional acceptance was provided by the Customer, the Contractor has initiated remediation of the conditionally accepted Deliverables
3.	Personnel	The Contractor provides details of the Contractor Personnel proposed for the Detailed Design Phase, as well as the Final Contract.

4.3 Services

4.3.1 The Contractor must supply the following Services as part of the Project Preparation Phase:

#	Description
1.	Prepare for Project kick-off, including: <ol style="list-style-type: none"> a. engaging the Personnel with the required skill sets to perform the Contractor's obligations under this PIPP; and b. collating and confirming the names and contact details of those Personnel with the Customer.
2.	All things necessary to prepare for the workshops to be conducted in the Detailed Design Phase, including: <ol style="list-style-type: none"> a. planning for the Detailed Design Phase workshops; b. assigning the Personnel with the required skill sets to facilitate the Detailed Design Phase workshops; c. requesting Customer Personnel based on required skill sets to attend Detailed Design Phase workshops; and d. preparing materials to facilitate the Detailed Design Phase workshops.
3.	Assess (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project and the ROC Technology Solution) and identify: <ol style="list-style-type: none"> a. any issues; and b. risks that may arise during the course of the Project and the ROC Technology Solution.
4.	Review and update the Issues Register to accurately and comprehensively identify all of the issues and risks that the Customer has identified relating to the Project and the ROC Technology Solution.
5.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Project Preparation Phase.
6.	Provide a list of technical requirements for Detailed Design Phase (e.g. remote access)
7.	Participate in the Customer's induction training or other courses as may be required, from time to time.
8.	All things necessary to develop and supply the Deliverables described in section 4.4.

4.3.2 The Contractor must supply the Services which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.4 Deliverables

- 4.4.1 The Contractor must supply the following Deliverables as part of the Project Preparation Phase:

#	Deliverable	Description	Approver
1.	Detailed Design Phase workshops and planning documents	The following materials required to participate in the workshops required during the Detailed Design Phase. a. workshops and playback schedules; b. Project Schedule (including delivery dates for each Deliverable); c. pro forma workshop agenda; d. list of Contractor participants; and e. list of Customer participants roles.	The Customer
2.	Templates and Standards	Agreement of Detailed Design documentation templates to be used by the Contractor including the Milestone Acceptance Form.	The Customer
3.	Detailed Design Phase Deliverables	Finalisation of the agreed list of Detailed Design Phase Deliverables that were conditionally accepted by the Customer during the High Level Solution Design phase.	The Customer
4.	Personnel	The Customer must approve the list of Specified Personnel proposed for the Detailed Design Phase.	The Customer

- 4.4.2 The Contractor must supply the Deliverables which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.5 Customer approval

- 4.5.1 If applicable and subject to section 7.1.10, the Customer must review a Deliverable submitted during the Project Preparation Phase in accordance with Additional Condition clause 5 and within the period specified in Item 32 of the General Order Form.

5. Detailed Design (Release 1) Phase

5.1 Overview and purpose of Detailed Design (Release 1) Phase

- 5.1.1 The purpose of the Detailed Design (Release 1) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 1 of the ROC Technology Solution.

- 5.1.2 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Detailed Design (Release 1) Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Detailed Design (Release 1) Phase are approved by the Customer,

on or before the relevant date(s) specified in the Project Schedule.

5.2 Entry Criteria

5.2.1 The Entry Criteria for the Detailed Design (Release 1) Phase is specified in the table below:

#	Criteria	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3 Services

5.3.1 The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensure all required Contractor Personnel are present at the meeting(s); chairing and presenting the Project meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtain participant approval of contents.
2.	Participate in all necessary workshops with the Customer and its relevant stakeholders: <ol style="list-style-type: none"> to clarify the Initial Requirements and validate those Initial Requirements; to identify any changes in those Initial Requirements; and to prepare the documents required as part of the Detailed Design (Release 1) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1) Phase.
4.	Develop a Detailed Design for the ROC Technology Solution for Release 1.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Updated Requirements during the Detailed Design (Release 1) Phase and how the Contractor's configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of the ROC Technology Solution Release 1 to be

	implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer and all relevant Customer stakeholders to identify and agree on risks to the ROC Technology Solution Release 1.
7.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Detailed Design (Release 1) Phase.
8.	Do all things necessary (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project) to ensure that the Other Contractors carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4.
9.	All other things necessary to develop and supply the Deliverables described in section 5.4 and as otherwise directed by the Customer.

5.3.2 The Contractor must supply the Services which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4 Deliverables

5.4.1 The Contractor is responsible for the following Deliverables with appropriate input from the contractor providing the IMS solution for Release 1. Refer to the Appendix F for allocation of accountabilities and responsibilities.

5.4.2 The Transformation and Change Deliverables (as specified below) are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.

5.4.3 The Contractor must, in collaboration with the Other Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase:

#	Deliverable	Description	Approval
Technology Deliverables			
1.	Updated High Level Solution Design	The High-Level Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.	The Customer
2.	Release 1 Architecture Specification	<p>Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms & technology required to deliver the functional & non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ul style="list-style-type: none"> a. Document Overview; b. Document Inputs; and c. Phase Scope; 	The Customer

#	Deliverable	Description	Approval
		<p>Systems architecture:</p> <ul style="list-style-type: none"> a. High Level Conceptual Overview; b. Level 2 Business Processes; c. Application Usage View; d. System Integration View; e. Application Structure View; f. Information Architecture (including Reference data requirements); g. Infrastructure Usage View; h. Implementation and Deployment View; and i. Manual Integration; <p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a. Rationale; b. Architecture Risks; c. Architecture Issues; d. Architecture Constraints; e. Architecture Assumptions; f. Architecture Decisions; and Architecture Dependencies. 	
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the system meets the Detailed Technology Business Requirements that shall be developed by the Customer during Detailed Design.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a. Function involving user interaction and its user interface; b. Function which is unattended processing such as batch processing; and c. Mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a</p>	The Customer

#	Deliverable	Description	Approval
		<p>minimum:</p> <ul style="list-style-type: none"> a. auditability; b. availability; c. interoperability; d. maintainability; e. manageability; f. performance; g. portability; h. reliability; i. reporting; j. scalability; k. security; and l. usability. 	
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems. A detailed build specification for each interface will be created during the build phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service -</p> <ul style="list-style-type: none"> a. High level Data flows between applications to support the business processes; b. Data objects required by consumer – request; c. Data objects available from consumer – response; and d. Data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. A detailed build specification for each interface will be created during the build phase and will describe the relevant acceptance criteria for each interface.</p>	The Customer
6.	Project Communication Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p>	The Customer

#	Deliverable	Description	Approval
		<ul style="list-style-type: none"> a. what needs to be communicated and to whom; b. how often these exchanges should happen; and c. in what format and why they're necessary. 	
7.	Release 1 Data Management Plan	<p>This document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, based on business rules provided by the Customer, and effective and efficient system integration of REM IMS with other Customer systems; b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the Customer's <i>Solution Architecture Document</i>. 	The Customer
8.	Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a. Data Requirement Classifications (Master data, Migration Data, BI data); b. Data Migration Requirements; and c. Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a. the real-world object type represented by that data set; b. the recommended data maintenance method(s) in REM IMS; c. the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d. whether REM IMS can play the role of MDM source for that data; e. the volatility of that data; and f. data translations (if any) required to integrate with existing Customer systems 2. for each type of master or reference data requested by REM IMS from other Customer 	The Customer

#	Deliverable	Description	Approval
		<p>systems:</p> <ol style="list-style-type: none"> a. what data is required in the request and response messages b. the business rules governing each message; c. how those business rules are enforced; <p>3. for each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ol style="list-style-type: none"> a. the source and target systems; b. the message type and message header type; c. any encryption, security or certification considerations; d. the methods used to handle non-compliant data in the source system; e. any record selection filters required; and f. any record level transformations required. 	
9.	Updated Technology Implementation Strategy	<p>The Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ol style="list-style-type: none"> a. personnel & organisation; b. implementation approach, including: <ul style="list-style-type: none"> o releases; o system verification and validation; o system change management; o release & deployment management; and o change implementation; c. summary of impacted system components; d. preliminary requirements for 'go-live'; e. implementation plan (start criteria, phases, timelines, critical path milestones); f. verification instructions; g. roll back plan; h. post implementation support; i. post migration activities; and 	The Customer

#	Deliverable	Description	Approval
		<p>j. steps required to initiate/install a new system/process/function or decommission an old system/process/function.</p>	
10.	Release 1 Technology Implementation Plan (draft)	<p>The base template for the draft Release 1 Technology Implementation Plan will be developed and agreed. The plan will outline the plan approach for the roll out of the relevant components for Release 1.</p> <p>The final version of Release 1 Technology Implementation Plan will be developed during the interim build phase and provides a detailed plan and schedule of activities to deploy the solution into the Environment. It must address training, development of, and installation of the product into the Environment, cutover and roll back.</p> <p>Note: The final version must be provided at least 40 Business Days prior to anticipated deployment date for Release 1.</p>	The Customer
11.	Technology Test Strategy	<p>Technology Test Strategy refers to the program test framework and must include the following:</p> <ul style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability. Assumptions, test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases d. Environment(s) - Test Environment strategy including where the each testing phase will take place, environment management, release management e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; defect management, test reporting, completion criteria f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include g. a number of organisations) h. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required) i. Document Revision & History j. Approvals 	The Customer

#	Deliverable	Description	Approval
12.	Updated Project Management Plan	<p>The Updated Project Management Plan (UPMP), shall be based on the PMP submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <ol style="list-style-type: none"> a. current project status; b. project overview; c. scope & deliverables; d. solution approach, including: <ol style="list-style-type: none"> I. architecture & phase approach; II. organisation Change management; and III. delivery approach; e. budget & schedule; f. dependencies; g. roles & responsibilities; h. project control; i. quality management; j. work breakdown structure (WBS) for Deliverables identified in section 7.4; and k. key risks & issues. 	The Customer
13.	RACI	<p>The RACI Deliverable must detail the deliverables and respective obligations of the Systems Integrator, Other Contractors and the Customer.</p> <p>Note an initial draft of the Detailed Design document deliverables RACI is listed in section Appendix F.</p>	The Customer
14.	Agreed Final Contract	The Final Contract will incorporate Detailed Design activities as contemplated in the Detailed Design Agreement. The Agreement shall be based on Procure ITv3.1 as amended by the Additional Conditions.	The Customer and Contractor
15.	Detailed Implementation & Maintenance Phase PIPP	The Detailed Design, Implementation and Support PIPP is an enhanced version of the PIPP provided by the Contractors during the High Level Solution Design phase, amended as a consequence of findings during the Detailed Design phase.	The Customer and Contractor
16.	Updated Release 1 Product Gap Analysis	The Updated Release 1 Product Gap Analysis shall be based on the Product Gap Analysis submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by	The Customer

#	Deliverable	Description	Approval
		<p>the Contractor/Other Contractor (as applicable) during the Detailed Design Phase. The Release Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ol style="list-style-type: none"> a. track the functional gaps for the application; b. show traceability to the resolving application enhancements; c. show traceability to the resolving business workarounds; and d. if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	
17.	Release 1 System Test Plan	<p>The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include:</p> <ol style="list-style-type: none"> a. Test plan identifier; b. References; c. Introduction; d. Test Objectives; e. Test items; f. Software risk issues; g. Features to be tested and traceability; h. Features not to be tested and reasons; i. Approach including the use of stubs, simulators etc; j. Item pass/fail criteria (if different from Strategy); k. Suspension criteria and resumption requirements (if different from Strategy); l. Test deliverables; m. Environmental needs; n. Staffing and training needs (if different from Strategy); o. Responsibilities; p. Schedule of tasks and assigned staff; q. Planning risks and contingencies; r. Approvals; and s. Glossary. 	
18.	Requirements	The Requirements Traceability Matrix Deliverable	The

#	Deliverable	Description	Approval
	Traceability Matrix updated for Release 1	<p>shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ol style="list-style-type: none"> an outline of the business requirements/capabilities; and an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	Customer
19.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy Deliverable details the process for managing end to end environments. This document contains processes for:</p> <ol style="list-style-type: none"> Booking and reserving test systems Tracking environment changes Managing environment contention Code/Defect management (Code promotion processes) Environment scheduling Configuration tracking Data Management (Extracts, transforms loads) Managing interdependent projects 	The Customer
Transformation and Change Deliverables			
20.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ol style="list-style-type: none"> best practice levels 2-4 process flows; and capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ol style="list-style-type: none"> conform to industry best practice; be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation 	The Customer

#	Deliverable	Description	Approval
		<p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Best practice process flows Deliverable description:</p> <p>The best practice process flows will describe the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ol style="list-style-type: none"> a. best practice levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>	
21.	Draft recommended ROC Organisational Structure	<p>The Contractor recommended ROC organisational structure will conform to best practice identified elsewhere in the Customer Contract.</p> <p>The Contractor recommended ROC Organisational Structure will detail and define roles, detail and define position purpose and high level description/s.</p>	The Customer
22.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (note updated assumptions section):</p> <ol style="list-style-type: none"> a. Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b. Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c. Communication; the way and extent that change impacts the information flow required 	The Customer

#	Deliverable	Description	Approval
		<p>within the organisation.</p> <p>d. Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change.</p> <p>e. Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors.</p> <p>f. Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g. Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h. Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i. Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j. Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will accompany the Release 1.</p>	
23.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis details the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Implementation & Maintenance Phase.</p>	The Customer

- 5.4.4 The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.

6. Detailed Design (Release 2) Phase

6.1 Overview and purpose of Detailed Design (Release 2) Phase

6.1.1 The purpose of the Detailed Design (Release 2) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 2 of the ROC Technology Solution.

6.2 Services and Deliverables under Detailed Design (Release 2) Phase

6.2.1 The Contractor must provide:

- (a) the Services described in section 5.3 for each product that is part of Release 2 (being DTTS and CIMS), on the basis that the wording in section 5.3 is to be read as if the Services were for the products that comprise Release 2 being DTTS and CIMS (rather than IMS) and any reference to Release 1 is to be read as a reference to Release 2; and
- (b) the Deliverables described in sections 5.4 and 6.2.2, on the basis that the wording in those sections is to be read as if those Deliverables were for each product that comprises Release 2, being DTTS and CIMS (rather than IMS) and any reference to Release 1 is to be read as a reference to Release 2. For clarity, the Detailed Design (Release 2) Phase Deliverables to be produced by the Contractor for Release 2 Detailed Design may take the form of one Deliverable for the whole of Release 2 or one Deliverable per product, for each of CIMS and DTTS. The separation of Deliverables produced for Release 2 will be agreed with the Customer pursuant to clause 4.4.1.3

6.2.2 For the purposes of Release 2, the descriptions for the Operating Model as provided in Item 20 of Section 5.4 have been changed as set out in the table below.

Transformation and Change Deliverable for Release 2			
Item 20.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the CIMS or DTTS Contractor</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p>	The Customer

Transformation and Change Deliverable for Release 2	
	<p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ol style="list-style-type: none"> a. future state levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>

6.2.3 The Parties acknowledge and agree that:

- (a) Deliverable number 20 (Operating Model Description) under Release 1 has been amended pursuant to CR1, so that the initial requirement for future state processes is now a requirement for best practice processes; and
- (b) Deliverable number 20 (Operating Model Description) under Release 2 contains a requirement for future state processes,

and that this has materially impacted the effort required by the Contractor to meet its obligations in respect of the Operation Model Description under Release 2. The Parties agree to negotiate the associated cost difference in good faith and will incorporate the resultant cost difference into the Implementation Agreement.

6.2.3 For clarity, the Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.

6.2.4 The Contractor acknowledges and agrees:

- (c) that the cost for the Services and Deliverables (excluding the Transformation and Change Deliverables set out in section 5.4 and updated by section 6.2.2 above) under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (d) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will

reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

6A. Detailed Design (Release 3) Phase

6A.1 Overview and purpose of Detailed Design (Release 3) Phase

6A.1.1 The purpose of the Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design for the Release 3 (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution.

6A.2 Services and Deliverables under Detailed Design (Release 3) Phase

6A.2.1 The Parties acknowledge and agree that, the Customer may elect, in its absolute discretion, to enter into a contract in substantially the same form as this Customer Contract for:

- (a) the Detailed Design (Release 3) Phase Services for each product that comprises Release 3, being IMS, DTTS and CIMS. The Services to be supplied will be some or all of those Services described in section 5.3 except that the Services are to be read as those Services for each product that comprises Release 3 being, IMS, DTTS and CIMS, which form part of the Detailed Design (Release 3) Phase; and
- (b) the Detailed Design (Release 3) Phase Deliverables for Release 3, being IMS, DTTS and CIMS. The Deliverables to be provided will be some or all of those Deliverables described in section 5.4 except that the Deliverables are to be read as those Deliverables for each product that comprises Release 3, being IMS, DTTS and CIMS.

6A.2.2 The Customer acknowledges and agrees:

- (a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had not previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) the Parties acknowledge and agree that they will negotiate in good faith a contract price for the Detailed Design (Release 3) Phase during the Detailed Design (Release 2) Phase.

6B. Interim Implementation (Release 1) Phase

6B.1 Overview and purpose of Interim Implementation (Release 1) Phase

6B.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.1) into the Environment. The Interim Implementation (Release 1) Phase will start on the 2nd November 2015 and finish on the 29th February 2016.

6B.1.2 the Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production and that this section 6B shall be subsumed by the Final Agreement and clause 19.6 of the Additional Conditions will apply.

6B.1.3 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and

- (b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

6B.2 Entry Criteria

6B.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer's sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

6B.3 Services

6B.3.1 Subject to sections 7.6 and 7.7, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 6B.4 and as otherwise directed by the Customer.

6B.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6B.4 Deliverables

6B.4.1 Subject to sections 7.6 and 7.7, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver
Documentation Deliverables			
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
6	Updated Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ol style="list-style-type: none"> Data Requirement Classifications (Master data, Migration Data, BI data); Data Migration Requirements; and Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> for each type of reference data and master data used by REM IMS (as appropriate): <ol style="list-style-type: none"> the real-world object type represented by that data set; the recommended data maintenance method(s) in REM IMS; the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; whether REM IMS can play the role of MDM source for that data the volatility of that data; data translations (if any) required to 	The Customer

#	Deliverable	Description	Approver
		<p>integrate with existing Customer systems.</p> <p>2. for each type of master or reference data requested by REM IMS from other Customer systems:</p> <p>a. what data is required in the request and response messages</p> <p>b. the business rules governing each message</p> <p>c. how those business rules are enforced</p> <p>3. for each type of transactional data flowing between REM IMS and another system (in either direction):</p> <p>a. the source and target systems</p> <p>b. the message type and message header type</p> <p>c. any encryption, security or certification considerations</p> <p>d. the methods used to handle non-compliant data in the source system</p> <p>e. any record selection filters required</p> <p>f. any record level transformations required.</p>	
6.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
7.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
8.	Deployment & Implementation Plan	Document describing the process, tasks and responsibilities for controlled movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.	The Customer
Technical Deliverables			
1.	TIBCO Release 1	Planning for TIBCO configuration to deliver IMS functionality as well as Legacy-IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer
2.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer

6B.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6B4.3 The Contractor acknowledges and agrees:

- (a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

7. Acceptance, Change Request and Assumptions

7.1 Acceptance

7.1.1 The Contractor must:

- (a) in collaboration with the Customer and Other Contractors (as required) participate in workshops and liaise with appropriate Personnel to ensure that all requirements are confirmed and understood; and
- (b) liaise with the Customer and Other Contractors (as required) to ensure that all Detailed Design Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

7.1.2 Subject to section 7.1.10, the Deliverables to be provided by the Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted. The definition of completeness can be subjective, as some aspects of a Deliverable will be further refined as part of the Implementation & Maintenance Phase. The Deliverables must be approved as a pre-condition to the entering the Implementation & Maintenance Phase, unless otherwise waived by the Customer in its sole and absolute discretion.

7.1.3 Deliverables from Other Contractors will be reviewed by the Contractor as the System Integrator. Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail, the Contractor will request the Customers endorsement of that document. This endorsement will assist the Contractor in finalising the acceptance of a deliverable.

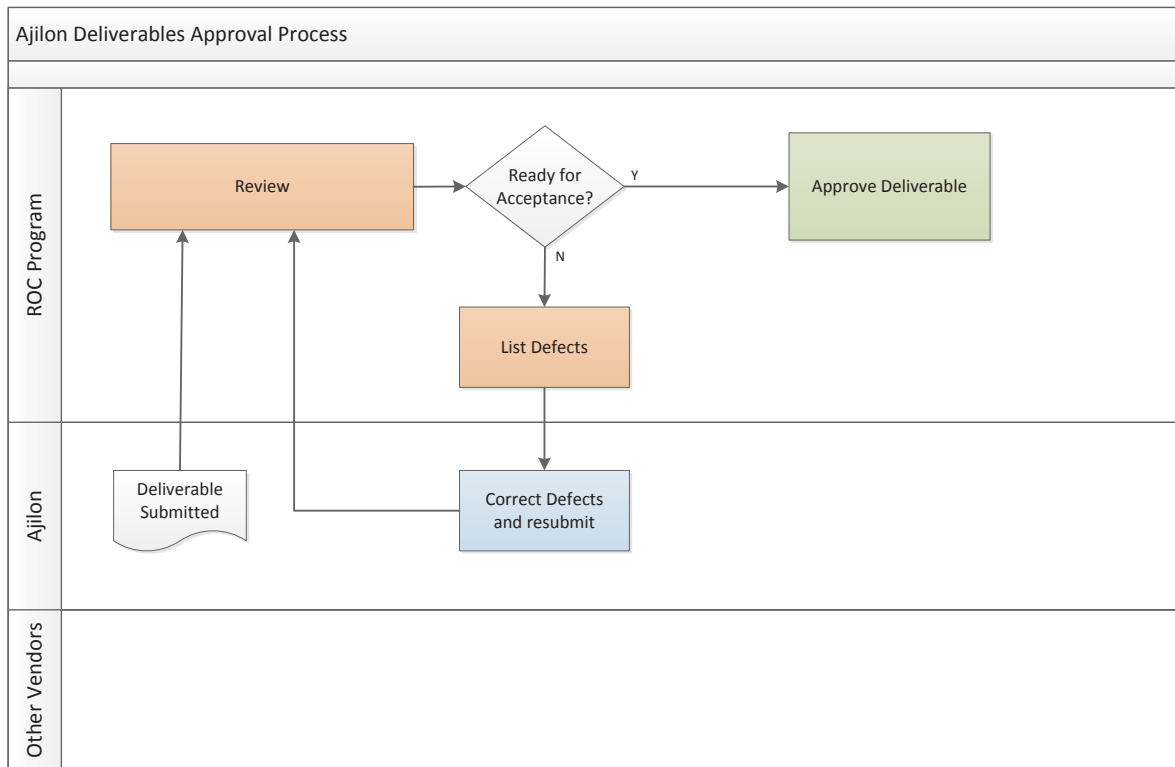
7.1.4 The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

- (a) Milestone Acceptance Forms must be signed in writing by the Contractors Project Director and Customers Program Manager (or the Customer's Program Manager's authorised nominee);
- (b) Deliverables must be approved by the Contractor's Project Manager (as specified in the Appendix B) or Contractor's Project Director (as specified in the Appendix B); email approval is sufficient;
- (c) Other Contractors Deliverables must be endorsed by a Customers delegate; email endorsement is sufficient;
- (d) Contractors Documents/Deliverables must be approved by a Customers Program Delegate; email approval is sufficient;
- (e) the Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report;

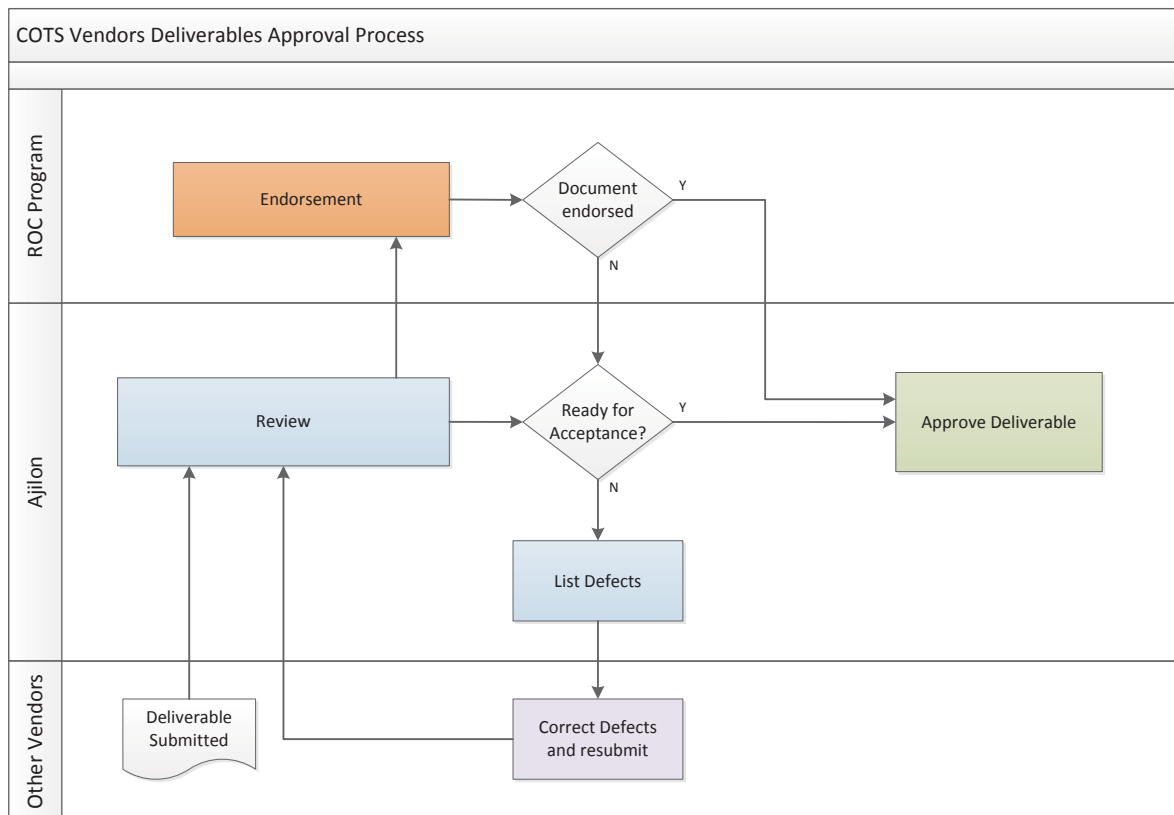
- (f) The Contractors program team will authorise a nominated delegate for each vendor area that will have the authority to endorse/approve submitted Deliverables;
- (g) Upon each Deliverable submission, approval/endorsement is expected within 5 Business Days or as otherwise agreed between the Parties;
- (h) Deliverables not approved/endorsed by the Customer must be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer;
- (i) The re-submission consists of rectified defects only and must be clearly identified as such; and
- (j) The documents/deliverable is considered approved once the defects have been rectified and accepted.

The approval process flow is identified in the following diagrams:

Contractor Deliverables:



Other Contractor Deliverables:



- 7.1.5 The Contractor must supply the Deliverables which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.
- 7.1.6 The Contractor must ensure that the Solution described in the Detailed Design Documents:
- (a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
 - (b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
 - (c) does not negatively impact the performance or functionality of the Customer's Environment (including the Customer's current solution) that will interface with the Solution, excluding any downstream systems, not directly interfacing with the ROC Technology Solution.
- 7.1.7 The Customer must review a Deliverable submitted during the Detailed Design Phase in accordance with clause 4 of the Additional Conditions and within the period specified in Item 32 of the General Order Form.
- 7.1.8 The Detailed Design Documents supplied by the Contractor under the Detailed Design Phase and approved by the Customer will be the 'Solution' for the purposes of this PIPP.
- 7.1.9 For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be:
- (a) the Initial Requirements (as amended or updated in any documents supplied under the Detailed Design Phase and approved by the Customer);
 - (b) the specifications, designs, any performance standards or other requirements for the Solution set out in any of the documents supplied by the Contractor in the Detailed Design Phase and approved by the Customer; and
 - (c) any other the requirements relating to the Deliverables or the Solution as set out in this PIPP.
- 7.1.10 The Contractor agrees that any review, comment, approval, endorsement or election (including an election in respect of Detailed Design Documents) or failure to review, comment, approve, endorse or elect on the part of the Customer under the Customer Contract:
- (a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the detailed design;
 - (b) does not limit or affect the provision of the Contractor's warranties or indemnities;
 - (c) does not constitute any express or implied representation, election, waiver or acquiescence on the part of the Customer;
 - (d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
 - (e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

7.2 Change Request

7.2.1 If:

- (a) during the Project the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Initial Requirements (**Requirements Variation**); and
- (b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations; or
- (c) during the Project the Contractor identifies that the Customer's required Project Schedule for the Solution has materially changed from the draft Project Schedule in Annexure C; and
- (d) the change in the Project Schedule materially changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

7.2.2 If:

- (a) the Contractor is entitled to give the Customer a Change Request under section 7.2.1; and
- (b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits the Detailed Design Documents,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

7.3 Not used

7.4 Summary Table of Deliverables and expected delivery dates

(Note: all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and documented in the associated draft Project Schedule).

For the purposes Detailed Design Release 2 any reference to Release 1 in this table below is to be read as a reference to Release 2.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 1	Updated High Level Solution Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 2	Release 1 Architecture Specification	<i>Document</i>	<i>As specified in the draft Project</i>	<i>10 Business Days after delivery of the Deliverables as specified in the</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
			<i>Schedule</i>	<i>Project Schedule.</i>
WBS 3	Release 1 Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 4	Release 1 Non-Functional Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 5	Release 1 Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 6	Project Communication Plan for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 7	Release 1 Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 8	Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 9	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 10	Release 1 Implementation Plan (draft)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 11	Technology Test Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 12	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 13	RACI	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 14	Agreed Final Contract	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 15	Detailed Implementation & Maintenance Phase PIPP	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 16	Updated Release 1 Product Gap Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 17	Release 1 System Test Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 18	Requirements Traceability Matrix for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 19	Technology Environment Management Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 20	Operating Model	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 21	Draft recommended ROC organisation structure	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 22	Change Impact Analysis (Release 1)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 23	Release 1 Training Needs Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
Interim Implementation (Release 1) Phase				
WBS 24	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 25	Updated Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 26	Updated Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
				<i>Project Schedule.</i>
WBS 27	Updated Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 28	Updated Project Communication Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 29	Updated Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 30	Updated Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 31	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 32	Deployment & Implementation Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 33	Interface Technical Specifications	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

7.5 Contract Period

The Commencement Date is the date as stated the General Order Form with a contract expiry as specified in item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

7.6 Exclusions

- 7.6.1 Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables.
- (a) Operational Visual Display System (OVDS)
 - (b) software licencing for IMS, DTTS and CIMS
 - (c) Business Analytics and Intelligence products
 - i. Business Analytics has not been included in the scope of the Contractor's Services or Deliverables.
 - (d) Safety Assurance
 - i. The Contractor will work with the Customer to support Safety Assurance activities, but accountability remains with the Customer. See Implementation Strategy - section 10 (Safety Assurance) for further clarification.
 - (e) Optional Interfaces:
 - i. The Contractor has identified 61 interface flows required to deliver the ROC Technology Solution. In addition, a further five interface flows have been identified as optional. These interface flows will deliver value to the Customer but are not essential to deliver the ROC Technology Solution. Detailed design and development of optional interface flows has been excluded from the scope and cost estimates for this phase.
 - (f) Master Data Management in Source Systems
 - i. As per the BAFO, master data management in source systems,(including data analysis, data cleansing, and data conversion & migration) is excluded from the Interim Implementation (Release 1) Phase,

7.7 General Assumptions

7.7.1 Program Assumptions

- (a) Project Governance: While the business requirements of the system are defined by the Customer, the project design authority for the technical solution and interfaces to external systems rests with the system integrator and governance team.
- (b) The Contractor has assumed a commencement date of 27 July 2015 for Detailed Design (Release 1) Phase.
- (c) The Contractor (as the Systems Integrator) will develop the Technology Test Strategy during the Detailed Design Phase.
- (d) The Customer will develop the Data Management Strategy during the Detailed Design Phase for the ROC Technology Solution and the Contractor will manage the Other

Contractors (or third party) who will conduct the data migration activities during the Implementation & Maintenance Phase.

- (e) Based on feedback from the Customer Release 1 is specific to IMS only. Any changes to this approach during Detailed Design Phase may require re-baseline of the schedule and effort and may impact on maximum guaranteed price/maximum price.
- (f) IT environments required to allow for the development, testing and QA of the overall solution will be provided by the Customer as and when required.
- (g) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- (h) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Other Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- (i) The Contractor is not responsible for resolving data quality issues and Other Contractor(s) will be contracted directly by the Customer as required (NB The Contractor is to exhaust all options before escalation).
- (j) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Other Contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- (k) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- (l) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- (m) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- (n) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
- (o) The software supplied by the Other Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- (p) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- (q) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- (r) Any information reasonably requested by the Contractor to Other Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- (s) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.

- (t) The Customer will work with Other Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the project schedule including testing of the solution.
- (u) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- (v) Once additional dependent projects (as listed in Project Management Plan section 6.5) are added to the project scope there could be additional effort incurred and a corresponding change request raised.
- (w) OCM Change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Contractor assisting within the existing framework as set out by the Customer.
- (x) The site and system environment for deploying the vendor solutions will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of Voice Mail messages.
- (y) In case of missing systems to be integrated, simulation devices are provided and accepted as valid verification methods regarding the IMS functionality.
- (z) All project deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- (aa) Prior to the start of each stage the detailed planning, deliverables, resources and entry and exit criteria have been agreed by all parties.
- (bb) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- (cc) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- (dd) The project plan and associated services estimates are subject to the agreement of the Statement of Work/PIPP and other associated contracts.
- (ee) Any key Customer Project dependencies must be completed within the agreed timeline.
- (ff) The Customer reasonable endeavours to work with the Other Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- (gg) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in detailed design workshops.
- (hh) Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.
- (ii) The responsibilities for delivery of Services and Deliverables will be as listed in section 4, 5, 6 and 6A above.

- (jj) For the change Impact Analysis deliverable our assumption is that a baseline for each dimension is provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- (kk) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.

7.7.2 Technical Assumptions

7.7.2.1 The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- (a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for configuration and customisation.
- (b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- (c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- (d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- (e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Other Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- (f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- (g) As a minimum, the Customer will manage and provide the necessary environments for the ROC program, (the Technology Environment Management Strategy document will provide a definitive list).
- (h) The Customer will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- (i) The Contractor will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Other Contractor
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and

- iv. 'User Acceptance Testing' environment.
- (j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- (k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into Other Contractor's solutions without rework.
- (l) SMEs familiar with the data layout, it's meaning and purpose are available and support the data import process.
- (m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- (n) All interfaces will be developed using TIBCO.
- (o) Subject to section 7B.8, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

7.7.3 Detailed Design (Release 2) Pricing Assumptions

As detailed in section 12.1 below, the Price for the Detailed Design (Release 2) Phase will not exceed the Maximum Guaranteed Price, subject to the following assumptions:

#	Assumption	Achieved or confirmed as at the date of Change Request 1.
(a)	Detailed Design (Release 2) will be limited to a fixed duration of 90 Business Days, commencing 2 November 2015 and completing on or before 18 March 2016;	
(b)	Detailed Design (Release 2) commences on or before 2 November 2015;	Achieved
(c)	Other Contractors (CIMS & DTTS) and the Contractor completing Detailed Design (Release 2) within 5 Business Days of each other to prevent duplication of effort by the Contractor;	
(d)	all Customer Supplied Information documentation is available prior to Detailed Design (Release 2) commencement;	Achieved
(e)	dependent Customer documentation that is not CSI will be available, at a minimum 20 Business Days prior to any dependent deliverable documents' due date;	
(f)	activities related to DTTS prototyping are not in scope for the Detailed Design (Release 2) phase	Confirmed

#	Assumption	Achieved or confirmed as at the date of Change Request 1.
	unless they are specific to Detailed Design (Release 2);	
(g)	Project shutdown for the Christmas break is from 19 December 2015 to 3 January 2015 (inclusive);	Confirmed
(h)	<p>the Contractor identified the following interface flows required to deliver the ROC Technology Solution during High Level Solution Design Phase, accordingly, only the interface flows listed below will be part of the Detailed Design for Release 2:</p> <p>(i) original CIMS outbound = 31;</p> <p>(ii) original CIMS inbound (not related to DTTS or IMS) = 5 (out of 9 total for Release 3 when IMS and DTTS are integrated);</p> <p>(iii) original DTTS outbound = 5 (out of 9 total for Release 3 when IMS and CIMS are integrated); and</p> <p>(iv) original DTTS inbound = 6 (out of 7 total for Release 3 when IMS is integrated).</p>	
(i)	the variation procedures in Schedule 4 will apply to any changes to schedule, scope or deliverables associated with this engagement in line with clause 6.18 of Part 2 of the Customer Contract.	Confirmed

The Contractor acknowledges and agrees:

- (a) that the cost for the Services and Deliverables (excluding the Transformation and Change Deliverables set out in section 5.4 and updated by section 6.2.2 above) under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

7.7.4 Assumption for Interim Implementation (Release 1) Phase

- (a) The Contract Price for the Interim Implementation (Release 1) Phase (as set out in section 12.1) has been calculated based on the Deliverables specified in table 6B.4 that will be completed over a 75 Business Day period.

7A. Implementation

7A.1 Where work performed (Site)

All the necessary work must be carried out at the Customer's site with the exception of requirements for meetings at other Customer locations, or at nominated locations within Australia, or any other site agreed between the Parties.

7A.2 Implementation strategy

7A.2.1 The Contractor must provide an implementation strategy that includes:

- (a) an implementation strategy that meets the ROC Technology Solution Objectives; and
- (b) how the Contractor will implement its Solution as part of the ROC Technology Solution and ensure that the Customer can continue to meet its operational and safety needs.

7A.2.2 The implementation strategy will follow the approach outlined in the Contractor's systems integration methodology and provide information on key items including the items specified in Deliverable No.9 in sections 5.4, 6.4 and 6A.4.

7B. Project Management

7B.1 Advice and knowledge transfer

Subject to the exclusions in section 7.6, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

7B.2 Contractor assistance

If requested, the Contractor must participate all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- (a) that the Initial Requirements, or if amended the Requirements, are accurate and complete; and
- (b) the Contractor's proposed solution.

7B.3 Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

7B.4 Risk management

7B.4.1 As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- (a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- (b) includes Delivery Risks,

(Issues Register).

7B.4.2 The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Contract Date.

7B.4.3 As at the date the Contractor provides the a draft of the Issues Register under section 7B.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

7B.4.4 The Contractor must report to the Customer:

- (a) any issues or risks (including any Delivery Risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- (b) any change in the status of the Delivery Risks, immediately on becoming aware of that change in status.

7B.5 Cooperation with Other Contractors

7B.5.1 The Contractor must, at no additional cost to the Customer:

- (a) coordinate and cooperate with the Other Contractors in relation to the Project;
- (b) without assuming any liability for the contents of an Other Contractor's Detailed Design document, provide all assistance and cooperation reasonably required by the Other Contractors;
- (c) comply with all other requests of the Other Contractors to the extent relevant to the Contractor's Services or Deliverables;
- (d) not delay or interfere with the performance of the Other Contractors' Services or Deliverables in relation to the Project;
- (e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to an Other Contractor's Services or Deliverables in relation to the Project; and
- (f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

7B.6 Communication with Other Contractors

7B.6.1 The Contractor must not, without the Customer's prior written consent:

- (a) give an Other Contractor a direction or instruction which will or is likely to vary the Other Contractor's scope in relation to the Project;
- (b) give an Other Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Other Contractor in relation to the Project;
- (c) give an Other Contractor a direction or instruction which will or is likely to delay the time that the Other Contractor is obliged to complete Services or Deliverables in relation to the Project;
- (d) accept directions or instructions from any Other Contractor in relation to the Services or the Deliverables; or
- (e) consent to any waiver, release, variation or reduction to or of any obligation of any Other Contractor in relation to the Services or the Deliverables.

7B.6.2 The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and an Other Contractor, or between Other Contractors, in connection with the Project.

7B.7 Disputes between the Contractor and Other Contractors

7B.7.1 The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with an Other Contractor by discussion and negotiation without the Customer's involvement.

7B.7.2 Where the Contractor has notified the Customer under section 7B.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.

7B.7.3 The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.

7B.7.4 The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

7B.8 Reliance on Other Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Other Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

7B.9 Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

7B.10 Delivery Address

7B.10.1 The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

7B.10.2 The Contractor must comply with all reasonable requests of the Customer when access the delivery address as well as any requirements specified in Item 25 of the General Order Form.

8. Customer Supplied Items (CSI) and Customer obligations

8.1 CSIs and obligations

8.1.1 Subject to section 8.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Contract Date:

- (a) project scope (as documented in the architecture blueprint);
- (b) functional requirements (as provided in the RFP);
- (c) non-functional requirements (as provided in the RFP);
- (d) draft Implementation & Maintenance Phase PIPP
- (e) system security requirements;

- (f) data management strategy;
- (g) project concept and review;
- (h) architecture blueprint;
- (i) systems impacted (existing);
- (j) interface specifications (where available);
- (k) technical policies and standards;
- (l) draft Procure IT (the Customer Contract and this PIPP);
- (m) ROC organisation structure;
- (n) ROC program high level roadmap;
- (o) draft ROC program test management framework;
- (p) current processes;
- (q) concept of operations;
- (r) Transformation and Change Requirements v4.1;
- (s) ROC Systems Assurance and Planning Framework documents; and
- (t) ROC Data Architecture High-Level Strategy.

8.1.2 The Customer must:

- (a) provide the High Level Solution Designs provided by Other Contractors;
- (b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- (c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- (d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- (e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project; and
- (f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP.

8.1.3 The Parties acknowledge and agree that the Customer Supplied Items are those items specified in sections 8.1.1(a) – (t), 8.1.2(a) and 8.2.1.

8.2 CSI Facilities and Equipment

8.2.1 The Customer has provided the following CSI, subject to the following conditions:

- (a) Desktop equipment for the agreed number of Contractor's Personnel working on Site, , subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- (b) Ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;
- (c) Internet Access from each desktop to access the Contractor's Webmail and Intranet
Note: Security certificates get replaced by the Customer Proxy that might result in some sites not working correctly;
- (d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor's Australian offices; and
- (e) Including the following activities, tasks, functions and responsibilities and supply the following items;

#	Item	Description
1.	Master Data Management	Plan and execution of Master Data Management requirements
2.	Environment Setup – Development	Execution of the Development component of the Environment Setup
3.	Environment Setup – SAT	Execution of the SAT component of the Environment Setup
4.	Environment Setup – SIT	Execution of the SIT component of the Environment Setup
7.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network

8.3 CSI verification

- 8.3.1 Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 8.3.2 In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.

- 8.3.3 Within a reasonable time after receiving a notice of CSI deficiency from the Contractor, to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

9. Personnel

- 9.1.1 The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 9.1.2 Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 9.1.3 The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 9.1.4 Nothing in Appendix B affects the scope of the obligations of either party as described in sections 4, 5 and 6 of this PIPP.

10. Subcontractors

- 10.1 The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor in the Detailed Design Phase workshops with the Customer, except where the Customer has engaged the Subcontractor independently.

11. Approval by the Customer

- 11.1 Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with clause 5 of the Additional Conditions and as per sections 5.4, 6.4 and 6A.4 (as applicable) above.
- 11.2 The Customer's approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

12. Payment Plan

12.1 Contract Price

- 12.1.1 The Contract Price for the Contractor to complete Release 1 and Release 2 of Detailed Design and the Interim Implementation (Release 1) Phase are detailed below.
- 12.1.2 For clarity, the Contract Price for the Release 2 Detailed Design set out in the table below is a Maximum Guaranteed Price. Following good faith negotiations between the parties, the final price will be notified by the Contractor to the Customer, and that price (which, subject to the assumptions in section 7.2.2 must be no more than the Maximum Guaranteed Price) will be binding on the parties.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			

Deliverable	Price per Unit	Quantity	Extended Price
28 August monthly milestone		1	
25 September monthly milestone		1	
30 October monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 1		1	
	Sub-Total:		
	Any Other Charges:		n/a
		GST:	
This is the Contract Price (including GST)	Total Amount:		
Release 2 Detailed Design			
4 December 2015 monthly milestone			
15 January 2016 monthly milestone			
19 February 2016 monthly milestone			
18 March 2016 monthly milestone			
Residual payment on Acceptance of Detailed Design Deliverables for Release 2			
	Sub-Total:		
	Any Other Charges:		
		GST:	
Contract Price (including GST)	Total Amount:		
Interim Implementation (Release 1) Phase			
30 November 2015			

Deliverable	Price per Unit	Quantity	Extended Price
18 December 2015*			
29 January 2016			
29 February 2016			
	Sub-Total:		
*18 December is Christmas close down date for the ROC Program	Any Other Charges:		n/a
	GST:		
Contract Price (including GST)	Total Amount:		
Contract Price			
Detailed Design Release 1			
Detailed Design Release 2			
Interim Implementation (Release 1) Phase			
Total Contract Price			

12.2 Payment

- 12.2.1 The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 12.1.1.
- 12.2.2 The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.
- 12.2.3 In the event that the Final Contract is not executed by 21 March 2016 , or the Detailed Design (Release 1) Phase is not extended, the parties will negotiate, in good faith, stand-down and re-mobilisation costs.
- 12.2.4 For the purposes of the Customer Contract, the Contract Price specified in the final row of the table within section 12.1.1 is the Contract Value.

12.3 Termination for convenience

- 12.3.1 The Customer may by Notice in Writing at any time terminate the Customer Contract for convenience. In these circumstances the Contractor is entitled to the payments calculated in accordance with clause 15 of the Additional Conditions.

12.4 Liquidated Damages

- 12.4.1 Liquidated Damages will not be applicable for the Detailed Design or Interim Implementation (Release 1) Phases.

13. Governance

13.1 Authorised Representatives

- 13.1.1 For the purposes of the Customer Contract:

- (a) the Customer's Authorised Representative is Mark Pigot; and
- (b) the Contractor's Authorised Representative is Steve Keenaghan.

13.2 Management committee

- 13.3.1 For the purposes of the Customer Contract the following are members of the management committee:

- (a) Mark Pigot
- (b) Stefano Bianchini;
- (c) Bob Allum;
- (d) Imola Novak;
- (e) Anthony Rakuljic;
- (f) Steve Keenaghan; and
- (g) David Hayward (Release 1)
- (h) Adrian Soares (Release 2).

- 13.3.2 The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

13.3 Management committee function

- 13.3.1 The function that the management committee is to:

- (a) review and monitor progress under the Customer Contract; and
- (b) carry out any other functions stated in Item 16 of the General Order Form.

13.4 Management committee meetings

The management committee must meet no less than once a week during the Project at the times and locations specified by the Customer.

13.5 Management committee progress report

- 13.5.1 The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 13.4, provide the Customer with a weekly progress report which at a minimum should include:

- (a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- (b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- (c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- (d) draft updates of relevant parts of the Contract Specifications;
- (e) any new Change Requests or Contract Variations (if applicable);
- (f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- (g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements

The Initial Requirements for Release 1 and Release 2 are as detailed in the High Level Technology Business Requirements

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Anthony Rakuljic	Account Director	<ul style="list-style-type: none"> Customer relationship management the between the Customer and the Contractor team Ensures that all contractual arrangements are in place prior to project commencement
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Directs the implementation of the project and transformation activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Project Manager (Release 1)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Adrian Soares	Project Manager (Release 2)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Chris Johnstone	DTTS Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Bryce Jackwitz	Project Support Officer	<ul style="list-style-type: none"> Support management of project logistics Document project meeting minutes
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
Guarav Jain	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Guy Swift	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design
Giuliano Masino	System Analyst (Release 2)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Alan Luscombe	Integration Design Lead	<ul style="list-style-type: none"> Design and document Technical

Name	Role	Responsibility
		Specifications for Interfaces
Helena Enjeti	System Analyst (Release 1)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Daniel Scott	System Analyst (Release 2)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Stephen Prince	Senior Business Analyst (Release 2)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
Conrad Kerin	Transition Manager	<ul style="list-style-type: none"> Manage the Deployment and Release activities Develop and Implement the Transition to Support Plan
TBA	Support Analyst	<ul style="list-style-type: none"> Implement the Transition to Support activities Provide post Go-Live Project Support
Solon Kypridemos	Senior Business Analyst (Release 2)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements and define business processes to be supported
Catherine Ohis	Business Analyst (Release 1)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
Huong Le-Dao	Organisational Change SME	<ul style="list-style-type: none"> Organisation design and role definitions
Sri Kumar Nair	Change Specialist (Release 1)	<ul style="list-style-type: none"> Organisation Change Management & Organisation Design implementation
Debra Dodd	Test Lead (Release 1)	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities
Kelly McDonald	Change Specialist (Release 2)	<ul style="list-style-type: none"> Change agent, focusing on facilitating adoption & business transformation
Malcolm Jones	Test Manager	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities
Joe De Lima	Master Scheduler	<ul style="list-style-type: none"> Schedule & planning of project logistics

Name	Role	Responsibility
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

2 Customer roles and responsibilities

Name	Role	Responsibility
Mark Pigot	Technology Team Manager	Management of the Technology Team
Stefano Bianchini	Lead Architect	Oversight of Technical Design for ROC Program
Bob Allum	Commercial Lead	Oversight of Commercial negotiations and management of ROC Agreements
Imola Novak	Project Manager	Project Management of ROC Vendors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Customer Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Draft Project Schedule

Release 1 Detailed Design Phase Deliverables	Baseline End Date
1. Updated High Level Solution Design (HLSD)	16 th October 2015
2. IMS Architecture Specification	27 th October 2015
3. IMS Functional Specification	27 th October 2015
4. IMS Non-Functional Design	27 th October 2015
5. IMS Integration Specification	27 th October 2015
6. Project Communication Plan for IMS Release	4 th September 2015
7. IMS Data Management Plan	11 th September 2015
8. IMS Data Technical Analysis Outputs	27 th October 2015
9. Updated Implementation Strategy	22 nd September 2015
10. Implementation Plan	1 st October 2015
11. Technology Test Strategy	11 th September 2015
12. Updated Project Management Plan	14 th September 2015
13. RACI	28 th August 2015
14. Ajilon Agreed implementation and Support Contract	9 th October 2015
15. Ajilon Detailed implementation & Maintenance Support Contract (PIPP)	29 th October 2015
16. Updated IMS Product Gap Analysis (HLTBR)	28 th October 2015
17. Updated IMS Product Gap Analysis(DBR)	28 th October 2015
18. IMS System Test Plan	15 th October 2015
19. Requirement's Traceability Matrix for IMS Release 1	15 th October 2015
20. Technology Environment Management Strategy	18 th September 2015
21. Operating Model	29 th September 2015
22. Draft recommended ROC Organisational Structure	30 th September 2015
23. Change Impact Analysis (Release 1)	9 th October 2015
24. IMS Training Needs Analysis	23 rd October 2015
Release 2 Detailed Design Phase Deliverables	Baseline End Date
1. Updated High Level Solution Design (HLSD)	1 March 2016
2. Architecture Specification	1 March 2016
3. Functional Specifications	28 January 2016
4. Non-Functional Design	28 January 2016
5. Integration Specification	28 January 2016
6. Project Communication Plan	30 January 2016
7. Data Management Plan	30 January 2016
8. Data Technical Analysis Outputs	28 January 2016

Release 1 Detailed Design Phase Deliverables	Baseline End Date
9. Updated Implementation Strategy	15 January 2016
10. Implementation Plan	15 February 2016
11. Technology Test Strategy	28 January 2016
12. Updated Project Management Plan	30 November 2015
13. RACI	15 January 2016
14. Ajilon Agreed implementation and Support Contract	15 February 2016
15. Ajilon Detailed implementation & Maintenance Support Contract (PIPP)	15 February 2016
16. Updated Product Gap Analysis (HLTBR)	30 January 2016
17. Updated Product Gap Analysis(DBR)	15 February 2016
18. System Test Plan	18 March 2015
19. Requirement's Traceability Matrix	18 March 2016
20. Technology Environment Management Strategy	18 March 2016
21. Operating Model	18 March 2016
22. Draft recommended ROC Organisational Structure	18 March 2016
23. Change Impact Analysis	18 March 2016
24. Training Needs Analysis	18 March 2016

Interim Implementation (Release 1) Phases	Start	Finish
Rel 1 - Detailed Design	30/11/2015	30/11/2015
Updated Implementation Strategy	7/01/2016	29/02/2016
Updated Architecture Specification	7/01/2016	31/03/2016
Updated Functional Specification	7/01/2016	31/03/2016
Updated Integration Specification	7/01/2016	31/03/2016
Updated Project Communication Plan	7/01/2016	31/01/2016
Updated Release 1 Data Technical Analysis Outputs	7/01/2016	31/03/2016
Updated Data Management Plan	7/01/2016	31/03/2016
Updated Project Management Plan	7/01/2016	29/01/2016
Deployment & Implementation Plan	7/01/2016	31/03/2016
Interface Technical Specifications	2/11/2015	31/03/2016
Project Delivery	2/11/2015	23/09/2016

Interim Implementation (Release 1) Phases	Start	Finish
On Site System Integration & Test (Initial)	2/02/2016	18/05/2016
Initial SIT REM System Setup	2/02/2016	5/02/2016
Environment Set Up	3/11/2015	1/07/2016
Build	2/11/2015	27/04/2016
Integration	2/11/2015	27/04/2016
Front office development	2/11/2015	24/03/2016
Back office development	2/11/2015	27/04/2016
Report development	26/11/2015	7/03/2016
Update As-Built Specifications	29/03/2016	28/04/2016
Test	2/11/2015	29/08/2016

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

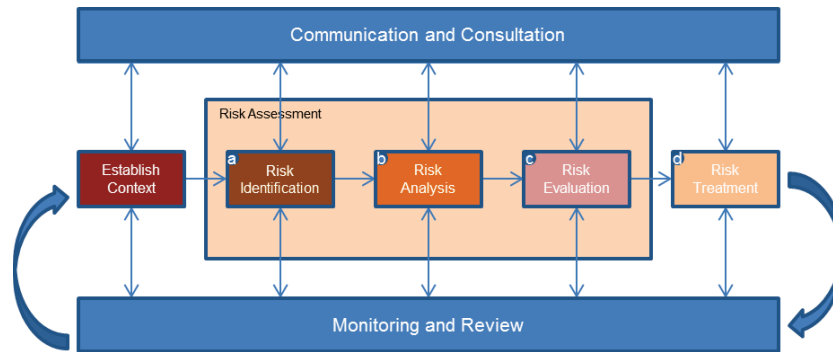


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Table: ROC risk review schedule

Appendix E – Milestone Acceptance Form



Milestone
Acceptance Form.doc



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]		
Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible and consulted for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

Phase	Document Name	SI Contractor	Product Contractor	Customer
	Release 1 and Release 2			
1	Updated High Level Solution Design	A,R	R	C
2	Release 2 Architecture Specification	A,R	R	C
3	Release 2 Functional Specification	A,R	R	C
4	Release 2 Non-Functional Design	A,R	R	C
5	Release 2 Integration Specification	A,R	R	C
6	Project Communication Plan for Release 2	A,R	R	C
7	Release 2 Data Management Plan	A,R	R	C

Phase	Document Name	SI Contractor	Product Contractor	Customer
8	Release 2 Data Technical Analysis Outputs	A,R	R	C
9	Updated Implementation Strategy	A,R	R	C
10	Release 2 Implementation Plan (draft)	A,R	R	C
11	Technology Test Strategy	A,R	R	C
12	Updated Project Management Plan	A,R	R	C
13	RACI	A,R	R	C
14	Agreed Final Contract	R, I	R, I	A
15	Detailed Implementation & Maintenance Phase PIPP	R, I	R, I	A
16	Updated Release 2 Product Gap Analysis	A,R	R	I
17	Release 2 System Test Plan	A,R	R	C
18	Requirements Traceability Matrix updated for Release 2	A,R	R	C
19	Technology Environment Management Strategy	A,R	R	C
20	Operating Model	A,R	R	C
21	Draft recommended ROC Organisational Structure	A,R	R	C
22	Change Impact Analysis (Release 2)	A,R	R	C
23	Release 2 Training Needs Analysis	A,R	R	C

Interim Implementation (Release 1) Phase (Contractor & Other Contractor)		Contractor	Other Contractor	Customer
	Updated Implementation Strategy	A,R	R	C
	Updated Architecture Specification	A,R	R	C
	Updated Functional Specification	A,R	R	C
	Updated Integration Specification	A,R	R	C
	Updated Project Communication Plan	A,R	R	C
	Updated Release 1 Data Technical Analysis Outputs	A,R	R	C
	Updated Data Management Plan	A,R	R	C
	Updated Project Management Plan	A,R	R	C
	Deployment & Implementation Plan	A,R	R	C
	Interface Technical Specifications	A,R	C	C

Appendix G – Acceptance Criteria

Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

Approval Criteria for Detailed Design (Release 1 and Release 2) Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Detailed Design Phase are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the Deliverables section (section 5.4 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the deliverable; and
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/ Contractor workshops.

Approval Criteria for Interim Implementation (Release 1) Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Interim Implementation (Release 1) Phase are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the Deliverables section (section 6B.4 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;

e) there are no outstanding major defects from the review of the deliverable; and

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	2
Date of Change Request	4 March 2016
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	16 November 2015
Date of expiry of validity of Change Request	31 March 2016
Contractor's estimated time and cost of evaluation	N/A
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)	Not Applicable

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
8 December 2015	v.01	As below	Bob Allum
29 February 2016	v.02	As set out in that Change Request which is ongoing.	Bob Allum

DETAILS OF CHANGE REQUEST

Summary

The Customer wishes to implement new technologies at the Rail Operations Centre (**ROC**) which will provide enhanced capability to improve key 'day of operations' processes (the **ROC Technology Solution**).

The current Customer Contract (as varied by Change Request 1 dated on or around 17 December 2016) relates to the Detailed Design for Releases 1 and 2 and the Interim Implementation (Release 1) Phase, as described in the Project Implementation and Payment Plan (**PIPP**). This Change Request 2 is designed to achieve the following outcomes:

- a) confirm that the Contract Period for the Customer Contract ends on the date on which the Contractor has discharged all of its obligations under the Customer Contract, as stated in Item 10 of the General Order Form;
- b) clarify that, despite the PIPP contemplating that the Interim Implementation (Release 1) Phase would be completed by the Contractor by 29 February 2016, the Contractor will continue to provide the Services and deliver the Deliverables required by the PIPP (including in relation to the Interim Implementation (Release 1) Phase) until the later of 31 March 2016 or the date on which the Contractor has discharged all of its obligations under the PIPP;
- c) bring certain data profiling and data configuration services within the scope of the Customer Contract, as further described in the following statements of work:
 - i. *ROC R1 Data Profiling Activity – Proposal for the Customer* version 5.0 dated 19 January 2016 (being the **Data Profiling services**); and
 - ii. *ROC REM Data Configuration Stage – Proposal for Sydney Trains* version 3.0 dated 29 January 2016 (being the **Data Configuration services**).

The statements of work are attached to the new Module 7 Order Form attached to this Change Request 2;

- d) enable the Customer to engage the services of the Contractor's Change Lead for the provision of organisational design support services as contemplated by the statement of work titled *Transformation and Change - ROC Organisational Design Support - Proposal for Sydney Trains* version 3.0 dated 14 December 2015 (being the **Organisational Design Support services**). That statement of work is attached to the new Module 6 Order Form attached to this Change Request 2;
- e) amend the General Order Form to reflect (a) to (d) above; and
- f) make minor amendments to the PIPP to reflect some consequential amendments required as a result of (a) to (d) above.

All of the above statements of work have been agreed between the Parties, but were not brought within the scope of the Customer Contract as the assumption was that these would be incorporated into the Final Contract (as defined in the Additional Conditions), which the Parties were initially aiming to have agreed and executed at the end of February 2016. Due to circumstances beyond the control of the Parties, this date was not achieved and the Final Contract is still being finalised and negotiated, thereby necessitating a Change Request to the Customer Contract to (i) bring these statements of work within the scope of the Customer Contract and (ii) enable the Contractor to invoice for Services already rendered by the Contractor in relation to the Data Profiling services, Data Configuration services and Organisational Design Support services in anticipation of the Final Contract.

SCOPE

This CR2 brings the Data Profiling services, Data Configuration services and Organisational Design Support services within the scope of the Customer Contract and make some other minor amendments to the Customer Contract. In summary these Services consist of:

Data Profiling: entailing the establishment of a Data Profiling Team to investigate the location and appropriateness of existing data. This includes:

- a) confirming master data sets;
- b) reviewing and confirming transactional data flows;
- c) undertaking the technical analysis of identified source systems;
- d) defining data mappings; and
- e) defining data quality rules.

This Service commenced on 16 November 2015.

For the avoidance of doubt, the scope of the Data Profiling services expressly excludes activities associated with data cleansing, data analysis, migration or conversion services (contemplated by Module 9) which are intended to be included in the Final Contract.

Data Configuration: entailing the establishment of a Data Configuration Team to:

- a) import data provided by the Data Profiling Team and, subject to the Customer's consent, the Data Configuration Team's own investigations of data within the Customer's environment; and
- b) undertake manual data maintenance comprising:
 - i. checking imported data;
 - ii. creation of Authorisation Groups;
 - iii. creation of a responsibility model;
 - iv. maintaining alert contacts;
 - v. maintaining distribution lists;
 - vi. creation of a responsibility matrix incorporating standby teams and responsibility areas;
 - vii. GUI configuration;
 - viii. checking functions and qualifications of staff;
 - ix. checking organisations and partners;
 - x. configuration of visibility and read/write access for remaining roles;
 - xi. creation and configuration of the remaining roles and users;
 - xii. undertaking telephone configuration; and
 - xiii. undertaking workstation mapping.

This Service commenced on 14 December 2015.

For the avoidance of doubt, the scope of the Data Profiling services expressly excludes activities associated with data cleansing, data analysis, migration or conversion services (contemplated by Module 9) which are intended to be included in the Final Contract.

Organisational Design Support

The Contractor has agreed to second a Change Lead specialist to assist the Customer to assess, design and develop future state processes based on the following conditions:

- a) the Change Lead works under the supervision of the Customer. As a result, the Customer is solely responsible for monitoring the Change Lead's performance during the secondment; and
- b) the secondment commences on 3 December and concludes on 29 April 2016, unless otherwise extended by agreement between the parties.

This Service commenced on 3 December 2015.

The effect of the Change Request is to:

- a) incorporate the following

- i. an additional Module 7 (Professional Services) and associated Module 7 Order Form to incorporate the Data Profiling services and Data Configuration services into the Customer Contract; and
- ii. a new Module 6 (Contractor Services) and associated Module 6 Order Form to enable the Customer to engage a change specialist into the Customer Transformation and Change team to expedite organisational change activities relating to the ROC Technology Solution;
- b) amend the General Order Form as detailed in the attached updated General Order Form; and
- c) amend the PIPP as set out below in the "New PIPP" section below.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

As detailed in the attached updated General Order Form.

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this Change Request are necessary to accord with the existing project schedule.

New PIPP (annexed)

Not applicable, a new PIPP is not required. However, the existing PIPP is amended as follows:

- a) the words "and finish on the 29th February 2016" in the final sentence of section 6B.1.1 are deleted; and
- b) section 12.2.4 (replicated below for ease of reference) is deleted in its entirety:
 "12.2.4 For the purposes of the Customer Contract, the Contract Price specified in the final row of the table within section 12.1.1 is the Contract Value."

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

The Services contemplated by this Change Request 2 will be calculated on a time and materials based on the following terms and daily rates:

Description	Effort / Days	Rate (ex GST)	Cost (ex GST)
<i>Data Profiling</i>			
Team Lead	98	[REDACTED]	[REDACTED]
Technical Lead	86		
Data Architect	99		
Data Analyst	81		
Total			
<i>Data Configuration</i>			
Team Lead	172	[REDACTED]	[REDACTED]
REM BA	169		
Data Analyst	169		
Data Entry (2)	338 (in aggregate)		
Total			

Organisational Design Support

Change Lead 94

Total

Collective Total (ex GST)

Across all streams, the Contract Price (ex GST is now:

Detailed Design Release 1

Detailed Design Release 2

Interim Implementation (Release 1) Phase

Data Profiling

Data Configuration

Organisational Design Support

Total Contract Price (ex GST)

CHANGES TO CSI

There is no change to the existing CSI contemplated in the PIPP. However, please refer to the attached updated General Order Form in respect of additional CSI to reflect the inclusion of the additional Services.

CHANGES TO CUSTOMER PERSONNEL

No change.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable. The Contractor is currently performing the Data Profiling services, Data Configuration services and Organisational Design Support services.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Not Applicable.

Responsibilities of the Contractor

Refer to the statements of work attached to the Module 6 Order Form and Module 7 Order Form attached to this Change Request 2 (**Statements of Work**).

Responsibilities of the Customer

Refer to the Statements of Work.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

None.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None.

2

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

None.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not Applicable.

ASSUMPTIONS

As set out in the Statements of Work.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

The documents forming this Change Request (in addition to this Change Request Form) are:

1. the attached Module 7, Module 7 Order Form and the two Statements of Work referred to and attached to that Module 7 Order Form;
2. the attached Module 6, Module 6 Order Form and the one Statement of Work referred to and attached to that Module 6 Order Form; and
3. the attached updated General Order Form.

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

The General Order Form is updated as per the attached General Order Form, with all changes shown in red line for ease of reference.

The PIPP is amended as set out in the "New PIPP" section above.

AUTHORISATION

The Contractor is currently performing the activities contemplated in the Data Profiling services, Data Configuration services and Organisational Design Support services described above in anticipation of this Change Request 2. This work had been done prior to now at the Contractor's own risk.

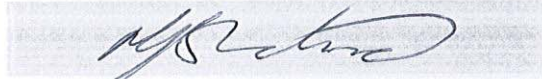
Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

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

Sydney Trains (ABN 38 284 779 682)

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



Signature of Customer Representative

MIKE SCAMMELL

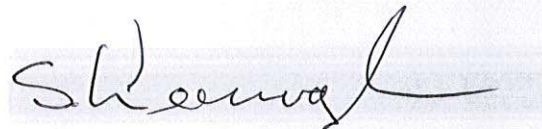
Print name

23/3/2016

Date

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

Ajilon Australia Pty Ltd (ABN 25 076 517 354)



Signature of Authorised Signatory

STEVE KEENAGHAN

Print name

14/3/16

Date

Attachments

1. Module 6 (Contractor Services) and Module 6 Order Form
2. Module 7 (Professional Services) and Module 7 Order Form
3. Amended General Order Form

Attachments

1. Module 6 (Contractor Services) and Module 6 Order Form
2. Module 7 (Professional Services) and Module 7 Order Form
3. Amended General Order Form

Attachment 1: Module 6 (Contractor Services) and Module 6 Order Form

Module 6 – Contractor Services

Version 3.1

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[Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills on a “body shop” or “contractor” basis where the Customer is supervising the persons work on a regular basis.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.]

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 6** form part of the Customer Contract when the Parties state that the Contractor Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

- 1.1 **Contractor Services** means the services that are supplied to the Customer by the Contractor to perform the Role, such services to be performed by certain IT Personnel selected by the Customer.
- 1.2 **IT Personnel** means the person(s) that is performing the Contractor Services.
- 1.3 **Role** means a position that is required by the Customer that is defined by the key criteria for that role, including:
 - (a) the description of the Role;
 - (b) the skills, experience and competencies required of the person fulfilling the Role; and
 - (c) the reporting structure and stakeholders relating to the Role;

as are agreed by the Parties under clause 3.2, and as may be varied under clause 3.4 or otherwise as agreed in writing.

INTERPRETATION

- 1.4 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Period of Contractor Services

- 2.1 The Contractor Services must be provided during the Contract Period or such other period agreed in writing.
- 2.2 The Customer may terminate the supply of the Contractor Services by giving 10 Business Days' Notice in Writing to the Contractor.
- 2.3 Notwithstanding any other provision in the Customer Contract, the Contractor acknowledges and agrees that the Customer's obligations to make any payments under the Customer Contract for the provision of the Contractor Services or any associated expenses related to the provision of the Contractor Services shall cease after expiry of the notice period stated in clause 2.2.

CHANGE REQUESTS

- 2.4 The Customer may request a variation of the Contractor Services, including an extension of the Contract Period, by issuing a Change Request and following the procedure in Schedule 4 – Variation Procedure.

3. Scope of Contractor Services

SCOPE

- 3.1 The Contractor agrees to supply the Contractor Services to the Customer in accordance with the Customer Contract.

CONTRACTOR SERVICES

- 3.2 The Parties will agree the details of the Contractor Services on the Module Order Form, including:
- (d) the details of the Role(s);
 - (e) how long the Contractor has to identify potential IT Personnel;
 - (f) whether the Contractor is being engaged to provide the Contractor Services for that Role on an exclusive basis;
 - (g) the arrangements for advertising for the Role, including:
 - (i) what type of advertising is to be conducted by the Contractor and/or the Customer, if any;
 - (ii) who is responsible for the costs of any advertising, and when those costs will be paid;
 - (iii) if the Customer gives its consent to the Contractor to allow the Contractor to refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement. The Contractor must not refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement without such consent;
 - (h) the details of the:
 - (iv) period of the Contractor Services; and
 - (v) Price (e.g. whether the Price is calculated on an hourly or daily basis, and any minimum periods) and any expenses; and
 - (i) whether the Contractor is required to undertake the reference checks of short listed potential IT Personnel.
- 3.3 Unless stated otherwise on the Module Order Form, the Contractor must:
- (j) comply with the Service Levels (if any) when responding to a Customer request for IT Personnel;
 - (k) use its best efforts to source and nominate IT Personnel that the Contractor believes are suitable for the Role;
 - (l) act as the liaison between the IT Personnel and the Customer to arrange interviews, meetings and other communications;
 - (m) use reasonable efforts (which may be met by obtaining written confirmation from the IT Personnel concerned) to verify for each IT Personnel that is put forward by the Contractor that:

- (vi) to the best of the Contractor's knowledge, the IT Personnel has not been convicted of a crime which carries a jail term of more than 5 years, and which is not a spent conviction;
 - (vii) the IT Personnel is under no contractual or other restriction which might prohibit or inhibit their capacity to perform the Contractor Services;
 - (viii) the IT Personnel is lawfully entitled to provide the Contractor Services;
 - (ix) the IT Personnel, in the reasonable opinion of the Contractor, holds all necessary qualifications, skills and experience necessary to fill the Role;
- (n) interview each potential IT Personnel and form a view as to the person's suitability for the Role, such interview may be conducted by telephone unless stated otherwise on the Module Order Form;
- (o) submit a current resume for each potential IT Personnel that the Contractor is putting forward to the Customer for consideration and any additional information that the Contractor considers relevant to the application; and
- (p) provide the Customer with a written report describing the IT Personnel for any particular Role and addressing the requirements stated in the Customer's requirements for the Role.
- 3.4** The Customer must promptly provide the Contractor with written notice stating whether potential IT Personnel is suitable to perform the Contractor Services for the Role. If either Party wants to vary the Role and/or the Price, then the Parties will use their best efforts agree a revised Role and/or Price. If a new Role and/or Price is agreed, the Contractor will document the new Role and/or Price and provide the Customer with a copy of the updated Role and/or Price, and this updated Role and/or Price will supersede the previously agreed description of the Role and/or Price.
- 3.5** If the Customer provides the Contractor with written notice that the IT Personnel is suitable to provide Contractor Services for the Role then:
- (q) the Contractor will use its best efforts to engage the IT Personnel so that the Contractor may supply the IT Personnel to the Customer to provide the Contractor Services. Under no circumstances is the Contractor liable to the Customer if the IT Personnel is no longer available or refuses to accept the Role (at a fee agreed between the Contractor and the IT Personnel) with the Customer;
 - (r) where the IT Personnel agrees to accept the Role and perform the Contractor Services (at a fee agreed between the Contractor and the IT Personnel), the Contractor must supply the IT Personnel to perform the Contractor Services during the remainder of the Contract Period for the Price. For the avoidance of doubt, the IT Personnel who is providing the Contractor Services will be employed by, or subject to a subcontract with, the Contractor, and the Contractor will supply the IT Personnel to the Customer under the Customer Contract;
 - (s) the Contractor must require that any IT Personnel who is performing the Contractor Services complies with any directions of the Customer as to the nature and scope of the Contractor Services, including working during normal working hours of the Customer, unless otherwise notified by the Customer;
 - (t) the Contractor must require that the IT Personnel supplied to perform the Contractor Services use their best efforts to promote the interests and welfare of the Customer;
 - (u) the Customer must diligently control, manage and supervise the work performed by the IT Personnel throughout the Contract Period, and must promptly provide written notice to the Contractor concerning:

- (x) the performance of the IT Personnel; and
- (xi) any issues that may impact the relationship of employer and employee, or prime contractor and subcontractor, between the Contractor and the IT Personnel;
- (v) the Contractor and the Customer must not represent that the IT Personnel are the employees, officers and/or agents of the Customer or the Contract Authority;
- (w) the maximum daily billable hours of engagement of the IT Personnel for Contractor Services will be stated in the Module Order Form;
- (x) except to the extent otherwise provided in the Module Order Form, the Price will be the total charges payable by the Customer for the Contractor Services; and
- (y) the Module Order Form must state the extent to which any expenses incurred by the IT Personnel in the performance of the Contractor Services will be reimbursed by the Customer, including any expenses policy that must be complied with or approvals that must be obtained.

SALARY AND WAGES

- 3.6** The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any IT Personnel who are performing Contractor Services, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement, and the Contractor acknowledges and agrees that it is solely responsible for these obligations.

GENERAL TERMS

- 3.7** The Customer must not interfere, whether by act or omission, directly or indirectly, with the relationship between the Contractor and IT Personnel, whether that relationship be one of employer and employee, or prime contractor and subcontractor or any other arrangement, without the written consent of the Contractor.
- 3.8** Where the IT Personnel Services include providing information relating to IT Personnel to the Customer, this information is obtained from the IT Personnel and other third party sources (if for example the Customer requests that the Contractor seeks a reference in respect of IT Personnel), and the Contractor Services do not include the verification of any information, whether provided to the Contractor by the IT Personnel or any other person or whether it is obtained by the Contractor from any other source. The Contractor relies on the good faith and integrity of the IT Personnel and any other person to provide the Contractor with correct, up to date and relevant information, and to make full disclosure of all relevant facts. The Customer must independently verify all information provided to it by the Contractor and the Customer agrees to hold harmless and releases the Contractor from any claims in respect of any information provided or representation made by, on behalf of, the Contractor relating to the IT Personnel.
- 3.9** The Customer is not obliged to interview or select any IT Personnel who has been introduced to the Customer by the Contractor. However the Customer must interview the relevant IT Personnel prior to any Contractor Services commencing and the Customer is responsible for determining whether the IT Personnel is suitable to perform the Role.

4. Payment and Invoicing

PRICE AND EXPENSES

- 4.1 The Customer must pay the Price for the Contractor Services every two weeks, or other period agreed on the Module Order Form, (the **Payment Period**) in arrears. The amount that is payable in respect of the Payment Period is calculated by multiplying the hourly/daily Price by the amount of time (calculated hourly or daily, and subject to any minimum periods, as applicable) that the Contractor Services have been performed in the previous Payment Period. The Customer must also pay any expenses that have been properly incurred in accordance with this Customer Contract during any prior Payment Period.
- 4.2 The Contractor shall provide to the Customer a Correctly Rendered Invoice in respect of the Contractor Services that:
- (z) states the applicable Customer Contract number, identifies the Contractor Services performed, the name of any IT Personnel involved, and the time worked by the IT Personnel;
 - (aa) is supported by records of time spent by the IT Personnel performing the Contractor Services; and
 - (bb) states the details of any expenses that have been properly incurred, together with supporting records of such expenses.
- 4.3 Payment of the Price for the supply of the IT Personnel to perform Contractor Services shall be subject to the satisfactory performance of the IT Personnel of the Contractor Services in accordance with the Customer Contract.
- 4.4 The Customer must give the Contractor Notice in Writing:
- (cc) immediately, if it is dissatisfied with any Contractor Services or the performance of any IT Personnel performing the Contractor Services;
 - (dd) within 2 Business Days of receipt of an invoice, if the Customer disputes any time or expense claim or otherwise disputes the invoice.

Any dispute arising under this clause shall be dealt with in accordance with clause 11.11 of Part 2.

- 4.5 In absence of the Customer providing Notice in Writing under clause 4.4, the Customer is deemed to have accepted the Contractor Services as having been performed in accordance with Customer Contract and must pay the invoice by the due date.

5. Confidentiality

- 5.1 The Contractor shall take all reasonable steps to ensure that the IT Personnel performing Contractor Services do not make public or disclose the Customer's Confidential Information or use such Confidential Information other than for the purposes of performing the Contractor Services.
- 5.2 The Customer may at any time notify the Contractor to require any IT Personnel who are performing Contractor Services to promptly execute a Deed of Confidentiality substantially in the form of Schedule 8 relating to the Customer's Confidential Information.
- 5.3 The Price and any information from which the Price can be calculated is the Contractor's Confidential Information. The Customer must not disclose to the IT Personnel, or to any other person, the Price or any information from which any person could calculate the Price, without the prior written consent of the Contractor.

6. Restraint

- 6.1 The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:
- (a) encourage any of the IT Personnel who provide the Contractor Services, to:
 - (i) stop working for or providing services to the Contractor; or
 - (ii) work for or provide services to the Customer, any Agency or Department or any other person;
 - (b) employ, contract, or enter into any arrangement, to receive the benefit of the services of the IT Personnel who provide the Contractor Services,
- for the following restraint periods:
- (c) during the period that the Contractor Services are provided by the IT Personnel and a period of 12 months thereafter;
 - (d) during the period that the Contractor Services are provided by the IT Personnel and a period of 9 months thereafter;
 - (e) during the period that the Contractor Services are provided by the IT Personnel and a period of 6 months thereafter;
 - (f) during the period that the Contractor Services are provided by the IT Personnel and a period of 3 months thereafter;
 - (g) during the period that the Contractor Services are provided by the IT Personnel.
- 6.2 Clause 6.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 6.1 (a) and (b)(i) and (ii) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 6.1(a), (b)(i) and (ii) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.
- 6.3 The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 6 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 6.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 6.1.
- 6.5 The Parties agree that the restrictions in clauses 6.1 to 6.4 are necessary to protect the legitimate interests of the Contractor.

7. Indemnity

- 7.1** The Contractor must indemnify and hold harmless the Customer, its officers and employees against any loss or expense which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) to the extent it is a result of:
- (a) any proceedings brought by the Contractor or an IT Personnel for the purpose of changing the status of the IT Personnel that is performing the Contractor Services to that of an employee of the Customer during the period that IT Personnel is performing the Contractor Services; and
 - (b) any proceedings brought by any IT Personnel against the Customer arising out of the Customer's termination of the Contractor Services under clause 2.2.
- 7.2** The Customer must promptly, and in any event within 5 Business Days of being notified of a claim for which it is seeking an indemnity under clause 7.1, provide the Contractor with Notice in Writing of the details of the claim. The Customer must (unless there is any government policy that prohibits the Contractor from handling the process for the settlement of the claim) permit the Contractor, at the Contractor's expense, to handle the process for the settlement of such claim and, as permitted by law, to control and direct any litigation that may follow a claim under clause 7.1 (including selecting solicitors and counsel), subject to the Contractor agreeing to comply at all times with the government policy relevant to the conduct of the litigation.
- 7.3** If the Customer does not permit the Contractor to handle the process for the settlement of such claim under clause 7.2 and, as permitted by law, to control and direct any litigation that may follow a claim under clause 7.1, then the Customer must promptly and fully defend the claim (whilst complying with government policy), and not settle the claim without the Contractor's prior written consent, such consent not to be unreasonably withheld. The Customer must keep the Contractor fully informed throughout the period of the claim, including providing copies of all relevant documents.
- 7.4** The Customer must, upon the Contractor confirming its obligations under the indemnity in clause 7.1, provide the Contractor with reasonable assistance in defending, settling or otherwise conducting the negotiations or litigation, at the Contractor's expense, including providing all relevant documents, permitting its Personnel to testify for the Contractor if requested by the Contractor and using any defence that might be available to the person being indemnified.
- 7.5** The Contractor's liability in respect of the indemnity provided under this clause is subject to clauses 18.1 to 18.7 of Part 2.
- 7.6** The Customer must give the Contractor 10 Business Days' Notice in Writing of an intention to claim a liability, loss or expense in accordance with clause 7.1, including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.

MODULE ORDER FORM

MODULE 6 – CONTRACTOR SERVICES

Details of Contractor Services

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
Contractor Services (clause 3.1)	
<p>Specify the Contractor Services that are to be provided, including:</p> <ul style="list-style-type: none"> (a) the details of the Role(s); (b) how long the Contractor has to identify potential IT Personnel; (c) whether the Contractor is being engaged to provide the Contractor Services for that Role on an exclusive basis; (d) the arrangements for advertising for the Role, including: <ul style="list-style-type: none"> (i) what type of advertising is to be conducted by the Contractor and/or the Customer, if any; (ii) who is responsible for the costs of any advertising, and when those costs will be paid; (iii) if the Customer gives its consent to the Contractor to allow the Contractor to refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement. The Contractor must not 	<p>This Module 6 is designed to outline Contractor Services that the Contractor will provide in addition to the activities and Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1).</p> <p>The Contractor has agreed to second a Change Lead to assist the Customer to assess, design and develop future state processes.</p> <p>(a) As specified in the Statement of Work 'Transformation and Change – ROC Organisational Design Support – Proposal for Sydney Trains v3.0' (Statement of Work) attached to this Module 6 Order Form.</p> <p>(b) Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.</p> <p>(c) Yes, the Contractor is being engaged to provide the Contractor Services for the Role on an exclusive basis.</p> <p>(d) Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.</p> <p>(e) The period of the Contractor Services is as specified in the Statement of Work. In summary, the period of the Contractor Services is 94 Business Days commencing 2 December 2015 and completing on 29 April 2016, unless otherwise extended in writing by the Parties.</p> <p>The price for the Contractor Services is as specified in the Statement of Work, as summarised below.</p>



	Description	Effort Days	Daily Rate	Cost (ex GST)
<p>refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement without such consent;</p>	Change Lead	94	[REDACTED]	[REDACTED]
	Total			[REDACTED]
<p>(e) the details of the:</p>				<p>There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Contractor Services.</p>
<p>(i) period of the Contractor Services; and</p>				<p>(f) As advised to the Contractor in writing by the Customer, to ensure compliance with Customer policies.</p>
<p>(ii) Price (e.g. whether the Price is calculated on an hourly or daily basis, and any minimum periods) and any expenses,</p>				
<p>(f) if the Contractor is required to conduct any reference checks on short listed candidates.</p>				

Contractor Obligations

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
<p>Contractor Services (clause 3.2)</p>	
<p>Specify if the Contractor does not have to meet any of the following obligations:</p> <p>(a) use its best efforts to source and nominate IT Personnel that the Contractor believes are suitable for the Role;</p> <p>(b) act as the liaison between the IT Personnel and the Customer to arrange interviews, meetings and</p>	<p>Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.</p>

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- other communications;
- (c) use reasonable efforts (which may be met by obtaining written confirmation from the IT Personnel concerned) to verify for each IT Personnel that is put forward by the Contractor that:
 - (i) to the best of the Contractor's knowledge, the IT Personnel has not been convicted of a crime which carries a jail term of more than 5 years, and which is not a spent conviction;
 - (ii) the IT Personnel is under no contractual or other restriction which might prohibit or inhibit their capacity to perform the Contractor Services;
 - (iii) the IT Personnel is lawfully entitled to provide the Contractor Services;
 - (iv) the IT Personnel, in the reasonable opinion of the Contractor, holds all necessary qualifications, skills and experience necessary to fill the Role;
 - (d) interview each potential IT Personnel and form a view as to the person's suitability for the Role, such interview may be conducted by telephone.

If the Contractor is required to meet any Service Levels then Schedule



<p>3 – Service Level Agreement must be completed.</p>	
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Billable Hours and Expenses

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
<p>Contractor Services (clause 3.5)</p>	
<p>Specify:</p> <ul style="list-style-type: none"> (a) the maximum daily billable hours of engagement of the IT Personnel for Contractor Services; (b) whether there are any additional amounts to be paid in addition to the Price; and (c) the extent to which any expenses incurred by the IT Personnel in the performance of the Contractor Services will be reimbursed by the Customer, including any expenses policy that must be complied with or approvals that must be obtained. 	<p>The Contractor Services are provided on a daily basis and a daily rate applies (as specified in the Statement of Work).</p> <p>There are no additional amounts to be paid in addition to the Price for the Contractor Services.</p> <p>No expenses incurred by the IT Personnel are to be paid by the Customer. Any additional expenses are the responsibility of the Contractor.</p>

Payment Period

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
<p>Payment and Expenses (clause 4.1)</p>	
<p>Specify the Payment Period if it is not two weeks. (Invoices may be sent at the end of each Payment Period).</p>	<p>The Payment Period is monthly in arrears.</p> <p>The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.</p>

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Attachment - Statement of Work



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Attachment 2: Module 7 (Professional Services) and Module 7 Order Form

Module 7 – Professional Services

Version 3.1

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Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills where the Contractor's services are not subject to day to day supervision by the Customer.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 7** form part of the Customer Contract when the Parties state that the Professional Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

- 1.1 **Exception** means the reasons that excuse the Contactor from being in breach of the Customer Contract in respect of the Services provided under this Module, as stated in clause 7.
- 1.2 **Professional Services** means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including:
 - (a) strategy advice;
 - (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5);
 - (c) writing reports;
 - (d) reviews or quality assurance activities;
 - (e) change management services;
 - (f) project management services;
 - (g) knowledge transfer services;
 - (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer.

The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services.

The term Professional Services does not include training services. These services are subject to Module 8 Training Services.

INTERPRETATION

- 1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Professional Services Period

- 2.1 Unless otherwise agreed in the General Order Form or the relevant Module Order Form, the Professional Services must be provided for the Contract Period unless the Customer Contract is terminated earlier in accordance with its terms.
- 2.2 If no Contract Period is specified in the Order Documents and the Professional Services are provided on a time and materials basis, then the Professional Services will be provided from

the Commencement Date until either Party cancels the Professional Services by providing 30 days prior Notice in Writing to the other.

3. Scope of Professional Services

SCOPE

- 3.1 The Parties will set out in the Module Order Form or a PIPP the details of the Professional Services which may include:
- (a) the Contract Period;
 - (b) the details of the Professional Services that the Contractor is to provide;
 - (c) the details of any Specified Personnel;
 - (d) the details of any Deliverables and their Contract Specifications;
 - (e) the location of where the Professional Services are to be provided;
 - (f) whether any Deliverable must undergo an Acceptance Test;
 - (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and
 - (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis, fixed price or some other basis.

PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 3.2 If there is no PIPP agreed at the time the Customer Contract is signed by the Parties, and it is stated on the Module Order Form that a PIPP is required, the Contractor must prepare a draft PIPP for the approval of the Customer prior to the commencement of the Professional Services. Within 5 Business Days of receipt of the draft PIPP the Customer must:
- (a) approve the PIPP;
 - (b) provide written notice of any changes to the draft PIPP that it requires, and provided those changes are reasonable, the Contractor must update the PIPP and re-submit it for approval by the Customer.
- 3.3 Once the PIPP has been approved by the Customer it forms part of the Customer Contract and the Contract Specifications are updated accordingly.

REPORTING

- 3.4 The Contractor must monitor the progress of the Professional Service and provide the Customer with status reports at monthly intervals, or such other intervals as is agreed by the Parties which, at a minimum, include the following issues:
- (a) the issues and risks that the Contractor recommends be pro-actively addressed to avoid delays;
 - (b) any actions that the Parties need to take, or decisions that need to be made, to ensure the provision of the Professional Services in accordance with the requirements of the Customer Contract, including any PIPP;
 - (c) the progress of the work against any project plan;

- (d) the amounts charged, and amount of work in progress against the budget;
- (e) whether it is anticipated that the budget is likely to be exceeded, and if so the reasons; and
- (f) any other issues that the Parties agree should be included in the reports.

CUSTOMER DIRECTIONS

- 3.5 The Contractor must comply with all reasonable directions of the Customer as may be given to the Contractor from time to time in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of the Customer Contract. Where such direction:
- (a) causes the Contractor's costs to increase, the Customer must pay for any increase in the Contractor's costs at the Contractor's time and materials rates (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) plus any expenses; and
 - (b) causes the Contractor not to be able to meet any timetable for delivery, then the timetable must be extended to the extent that it is reasonable given the nature of the direction and the impact on the Professional Services.
- 3.6 Nothing in clause 3.5 affects the Contractor's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the Customer's reasonable directions or otherwise to comply with the Contractor's obligations under the Customer Contract.
- 3.7 Subject to otherwise complying with its obligations under the Customer Contract, the Contractor must exercise its independent discretion as to the most appropriate and efficient manner of providing the Professional Services and satisfying the Contractor's obligations under this Customer Contract.

EMPLOYEE RELATIONSHIP

- 3.8 The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any of its employees or contractors, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement.
- 3.9 The Contractor acknowledges and agrees that:
- (a) it is solely responsible for the obligations in clause 3.8; and
 - (b) neither it, nor its personnel have, pursuant to this Customer Contract, any entitlement from the Customer in relation to any form of employment or related benefit.

4. Acceptance Tests and Use

- 4.1 Where the Professional Services are for the creation of a specific Deliverable for which the Parties have agreed that the Deliverable is to undergo Acceptance Tests then:
- (a) the Customer must not use any part of the Deliverable for its business purposes and/or in a production environment without first undertaking Acceptance Tests in accordance with clause 10 of Part 2; and
 - (b) it is acknowledged and agreed by the Customer that if the Customer uses the Deliverable for its business purposes and/or in a production environment before the Deliverable has passed its Acceptance Tests in accordance with clause 10.9 of Part 2

(as opposed to where the Deliverable is merely deemed to have passed its Acceptance Tests under clause 10.13) the Customer is taking a significant risk in using untested Deliverables, and accordingly the Contractor is not liable for any loss, damage or expense caused by such use of the Deliverable.

5. Restraint

- 5.1 The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:
- (a) encourage any of individual who has performed any Professional Services, to:
 - (i) stop working for or providing services to the Contractor; or
 - (ii) work for or provide services to the Customer, any Agency or Department or any other person;
 - (b) employ, contract, or enter into any arrangement, to receive the benefit of the services of the individual who has performed any Professional Services,
- for the following restraint periods:
- (c) during the period that the individual performed the Professional Services and a period of 12 months thereafter;
 - (d) during the period that the individual performed the Professional Services and a period of 9 months thereafter;
 - (e) during the period that the individual performed the Professional Services and a period of 6 months thereafter;
 - (f) during the period that the individual performed the Professional Services and a period of 3 months thereafter;
 - (g) during the period that the individual performed the Professional Services.
- 5.2 Clause 5.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 5.1(a) and (b)(i) and (ii) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 5.1(a), (b)(i) and (ii) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.
- 5.3 The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 5 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 5.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 5.1.
- 5.5 The Parties agree that the restrictions in clauses 5.1 to 5.4 are necessary to protect the legitimate interests of the Contractor.

6. Specific Warranties

SCOPE

- 6.1 Where the Professional Services are provided on a fixed price basis:
- (a) the Contractor warrants that any Deliverable (other than any Customer Supplied Item) will meet the Contract Specifications in all material respects during the Warranty Period, subject to the Exceptions; and
 - (b) if an unmodified version of the Deliverable (other than any Customer Supplied Item) fails to perform in accordance with the requirements of the Customer Contract and the Customer provides the Contractor with written notice of the Defect within the Warranty Period, then the Contractor may, at its option, promptly remedy those Defects, implement a Workaround, or replace the relevant part of the Deliverable, at its own expense, or refund the Price payable for the deficient Deliverable. Any remedy that is implemented is warranted only during the remainder of the Warranty Period.
- 6.2 Owing to the nature of the subject matter, but subject to clauses 6.1, 6.3, 6.4 and 7, the Contractor expressly excludes any warranty that:
- (c) any Deliverable will be error free;
 - (d) any Deliverable will operate without interruption;
 - (e) it will correct all program errors;
 - (f) any Deliverable will be compatible with any hardware, software or data not supplied by the Contractor (except as specified in the Contract Specification);
 - (g) any Deliverable will meet the Customer's requirements.
- 6.3 The Customer must provide reasonable assistance to the Contractor in order to assist the Contractor to identify and resolve the Defect, including installing patches and Workarounds.
- 6.4 The Contractor warrants that, subject to the Exceptions, from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that the Contractor will provide the Professional Services in accordance with the requirements of the Contract Specifications in all material respects and with due care and skill.

7. Exceptions

- 7.1 The Contractor is not liable for any breach of the Customer Contract which arises as the result of:
- (a) any Customer Supplied Item not operating in accordance with its documentation or the requirements in this Customer Contract;
 - (b) modifications to any Deliverable that were effected or attempted by a person other than the Contractor or its authorised representative, other than where such modifications were recommended by the Contractor;
 - (c) any act, error, fault, neglect, misuse or omission of the Customer;
 - (d) damage caused by the operation of the Deliverable other than in accordance with recommended operating procedures or otherwise than in accordance with the directions or recommendations of the original IP owner, authorised distributor or the Contractor;

- (e) any Virus, denial of service attack or other malicious act that adversely affects the Software Solution, except to the extent that:
 - (i) the attack or malicious act is an attack or malicious act of the Contractor; or
 - (ii) the Contract Specifications include a requirement to protect against Viruses, denial of service attacks or other malicious acts, and the Customer's damages are caused solely by a failure to meet that obligation in the Contract Specification;
- (f) improper use or mismanagement by the Customer; or
- (g) an Event.

7.2 Where the Contractor has been requested to provide any remedy and the item that was requested to be remedied is determined not to be a Defect (or to be a Defect in a Customer Supplied Item) then the Contractor is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) that arise out, of or in connection with identifying and attempting to remedy that item.

MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

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MODULE ORDER FORM
MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo an Acceptance Test; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being included on this Module Order Form. If the details are put on a PIPP, insert "Details of the Professional Services (other than Training Services) are set out in the PIPP".]</p>	<p>This Module 7 is designed to outline Professional Services that the Contractor will provide in addition to the Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1).</p> <p>The Professional Services are as follows:</p> <ul style="list-style-type: none"> (a) As per the General Order Form (b) The details of the Professional Services are set out in the following Statements of Work attached to this Module 7 Order Form and summarised below: <ul style="list-style-type: none"> • <i>ROC R1 Data Profiling Activity – Proposal for the Customer</i> version 5.0 dated 19 January 2016 (Data Profiling SOW); and • <i>ROC REM Data Configuration Stage – Proposal for Sydney Trains</i> version 3.0 dated 29 January 2016 (Data Configuration SOW). <p>Data Profiling</p> <p>As further described in the Data Profiling SOW, the Contractor will, in collaboration with the Customer and the REM Contractor establish a Data Profiling Team to:</p> <ul style="list-style-type: none"> a) confirm master data sets; b) review and confirm transactional data flows; c) undertake the technical analysis of identified source systems; d) define data mappings; and e) define data quality rules <p>The Customer will:</p> <ul style="list-style-type: none"> a) provide access to the relevant systems and sources to enable collation of data; and b) provide access to, and as necessary assign, Customer resources to the Data Profiling Team in order to clarify requirements. <p>The activities described above shall contribute to</p>

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the following Deliverables identified in the PIPP:
 a) Data Management Plan; and
 b) Detail Technical analysis Outputs.

Data Profiling is a time and materials based activity. Charges are as defined in the Data Profiling SOW, as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
GST)			
Team Lead	98		
Technical Lead	86		
Data Architect	99		
Data Analyst	81		
Total			

Data Configuration

As further described in the Data Configuration SOW, the Contractor shall, in consultation with the Customer, establish a Data Configuration Team to configure the REM product with reference and master data. This includes:

- a) importation of data provided by the Data Profiling Team and, subject to the Customer's consent, the Data Configuration Team's own investigations of data within the Customer's environment; and
- b) manual data maintenance comprising:
 - i. checking imported data;
 - ii. creation of Authorisation Groups;
 - iii. creation of a responsibility model;
 - iv. maintaining alert contacts;
 - v. maintaining distribution lists;
 - vi. creation of a responsibility matrix incorporating standby teams and responsibility areas;
 - vii. GUI configuration;
 - viii. checking functions and qualifications of staff
 - ix. checking organisations and partners;
 - x. configuration of visibility and read/write access for remaining roles;
 - xi. creation and configuration of the remaining roles and users;
 - xii. telephone configuration; and
 - xiii. workstation mapping.

Data Configuration is a time and materials based activity. Charges are as defined in the Data Configuration SOW, as summarised below:



Description	Effort Days	Rate	Cost (ex GST)
Team Lead	172		
REM BA	169		
Data Analyst	169		
Data Entry (2)	338		
Total			

(c) Not applicable.

(d) Not applicable.

(e) As per Item 2 of the General Order Form.

(f) Not applicable.

(g) As set out in the Data Configuration SOW and Data Profiling SOW and summarised above.

(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issues by the Contractor within 30 days of the invoice being issued to the Customer.

There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>Project Implementation and payment Plan (PIPP) (clause 3.3)</p> <p>Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.</p> <p>[If this Box is not completed, the Contractor is not required to provide a PIPP.]</p>	<p>Not applicable.</p> <p>The Data Profiling SOW and Data Configuration SOW are attached to this Module 7 Order Form.</p>

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Attachments - Data Profiling SOW and Data Configuration SOW



ROC REM Data
Profiling SOW 5 0.pdf



ROC REM Data
Configuration SOW P

ROC Program, Technology

ROC R1 Data Profiling Activity

Proposal for the Customer

Version: 5.0

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Document Control

Version	Date	Author	Changes
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4.1	7 Jan 2015	Daniel Scott	Updated based on feedback from Bob Allum.
4.2	19 Jan 2015	Steve Keenaghan	Finalised for release to Sydney Trains
5.0	19 Jan 2015	Bob Allum	Final Version

Signatories

Role	Name	Signature	Date
Project Director	Steve Keenaghan		
Technology Program Manager	Mark Pigot		

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1. Introduction

The Contractor is pleased to respond to the invitation by The Customer to provide professional services to perform analysis of datasets to be used by the REM product for ROC Release 1.

This proposal provides The Customer with the opportunity to engage The Contractor to provide the services specified herein on a time-boxed and Time and Materials basis. Due to the nature of data and the uncertainty of the work involved, The Contractor has divided the work into multiple phases. This multi-phased approach provides the Customer with a level of oversight that the Data Profiling activity is achieving the desired results, and control over the associated investment.

This work is an integral component of the delivery of the REM system solution. It must commence early in the ROC Release 1 Build Stage and support build activities until testing begins. REM data configuration and TIBCO interface development cannot progress effectively without confirmation of the source datasets.

Notwithstanding the Contractor commencing the services detailed in Sections 4 and 5, the parties acknowledge and agree that the scope, assumptions and charges relating to this SOW shall be incorporated into the Implementation and Maintenance Agreement under the auspices of Module 9 Data Migration (Module 9) of Procure IT.

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2. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract:

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Data Management Area (DMA) is the database and tools that allow for the import of master data from the source(s) of truth and its transformation/mapping into a suitable form for export to the IMS and eventually other ROC systems.

Data Management Area Design means the approach to the Data Management Area defined in Section 4.1.7

Final Contract has the same meaning given to that term in the Additional Conditions.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

ROC Technology Solution has the meaning given to that term in section 1.2 of the PIPP.

Solution has the meaning given to that term in section 7.1.8 of the PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Working Group means the Customer, Systems Integrator Contractor and IMS Contractor personnel working together to review the findings from the Data Profiling Team and making recommendation to The Customer.

Steering Committee means the function that provides the escalation point for issues raised from the Working Group.

Integration Team means the Release 1 Systems Integrator resources engaged to deliver Release 1.

IMS has the same meaning given to that term in the Additional Conditions.

DTTS has the same meaning given to that term in the Additional Conditions.

CIMS has the same meaning given to that term in the Additional Conditions.

Findings Report means the deliverable produced as an output of the Data Profiling activity

Data Profiling means the analysis activities identified in this document.

Data Profiling Team means the specific resources identified in Section 4.2

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3. Our Understanding

3.1 Business Requirement

In Release 1 of the ROC program a new Incident Management System (IMS) will be implemented. The IMS solution involves the integration of the new Rail Emergency Management (REM) product into the business.

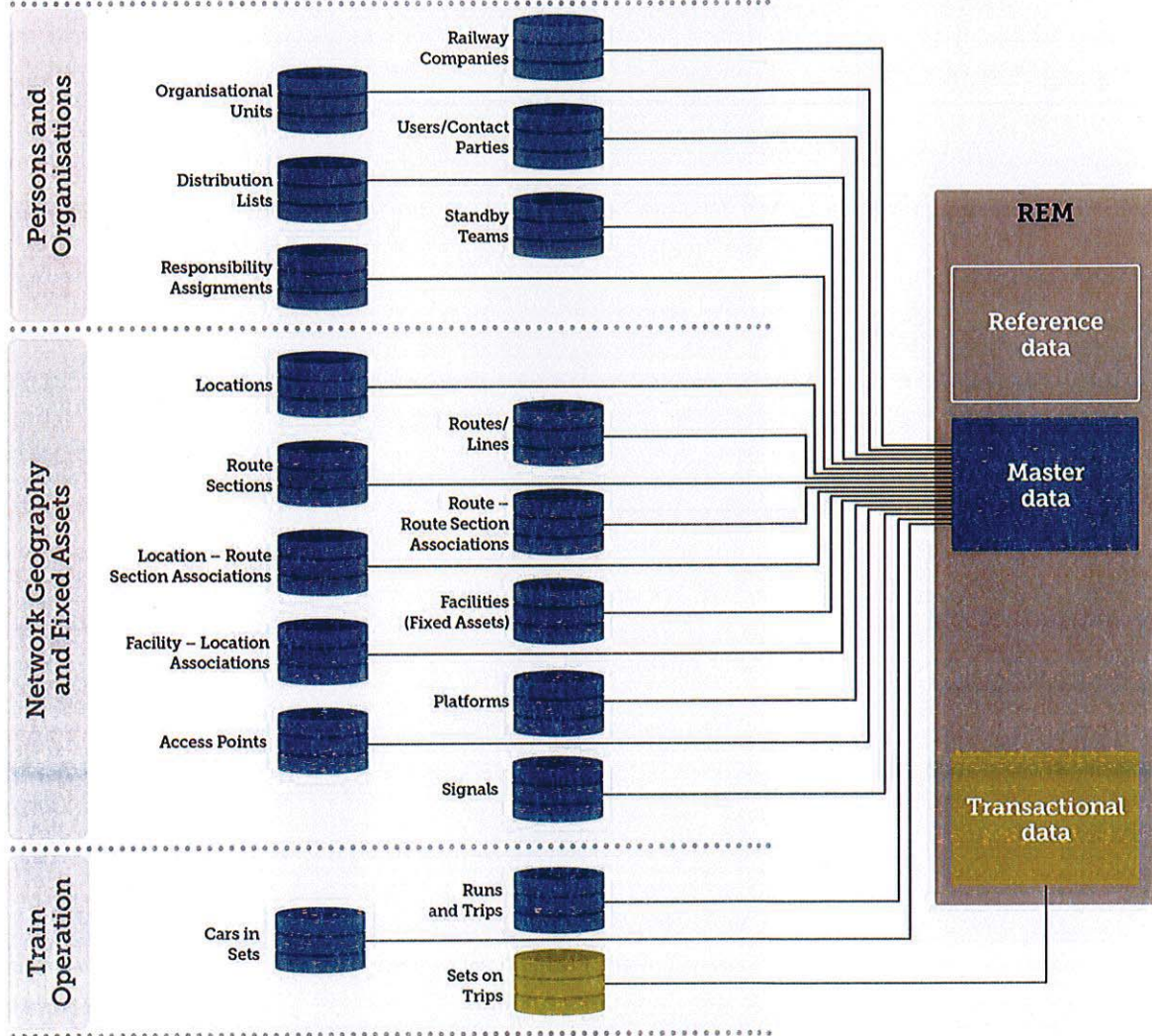
The purpose of the Data Profiling stream is to analyse, and assess the quality of, various current sources of data to be used by REM, so that for Release 1;

- appropriate master data sources can be selected
- requirements for data cleansing and transformation of master data can be established
- requirements for transformation of reference and master data references in transactional data can be established.
- Requirements for mapping sources of data to target databases including the DMA and REM.

3.2 Context

The following diagram depicts master datasets (and one transactional dataset) that are used by REM or that have been specified in version 0.6 the DTBRS (Detailed Technical Business Requirement Specification) published on 27/11/2015. Note that:

1. Information on Access Points will be provided as images associated with Stations
2. Platforms and Signals will be managed as specific types of Facility (Fixed Asset).



This diagram divides REM data requirements into:

- Reference data – lookup data which will rarely change and may be configured directly in REM.
- Master data – data that is likely to change and is likely to be synchronised into REM from another system. Master data represents key organisational entities and as such may be considered for management in a Master Data Management (MDM) solution.
- Transactional data – data that represents events, such as Incidents, both into and out of REM.

It is understood that most datasets are held in relational databases, though other forms are possible. Each dataset may be held in one or more than one physical database (or none), and may therefore

- have a single plausible source of data;

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- have multiple candidate sources of data;
- be distributed across several sources; or
- not currently exist in any database.

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4. Our Solution

4.1 Methodology and Approach

4.1.1 Stages

The Data Profiling assignment will comprise four stages:

1. Plan – prepare for the analysis
2. Analysis – perform the main body of work
3. Data Management Area Design – develop a data model of the business objects represented by the master data
4. Close – support, summarise and present.

This Statement of Work also includes an outline proposal for an additional Data Management Area Build stage.

4.1.2 Cycles

Stage 2 (Analysis) is divided into seven cycles. Each cycle will consist of

- a) a planning meeting which will be attended by all Working Group members and dependant parties. This meeting will be used to plan the next two weeks and may include clarification and prioritisation of tasks.
- b) the analysis phase where databases are assessed for use.
- c) a formal outcomes document and presentation to the Working Group and Release 1 Integration Team to explain the findings from the cycle, including proposed resolutions to data blockers affecting the REM Configuration and Integration Team.
- d) a follow-up meeting to review what worked well and what needs improvement.

The following chart illustrates the project approach and is explained in detail below. For the avoidance of doubt, figure 1 is illustrative only and shall not be construed as a project schedule.

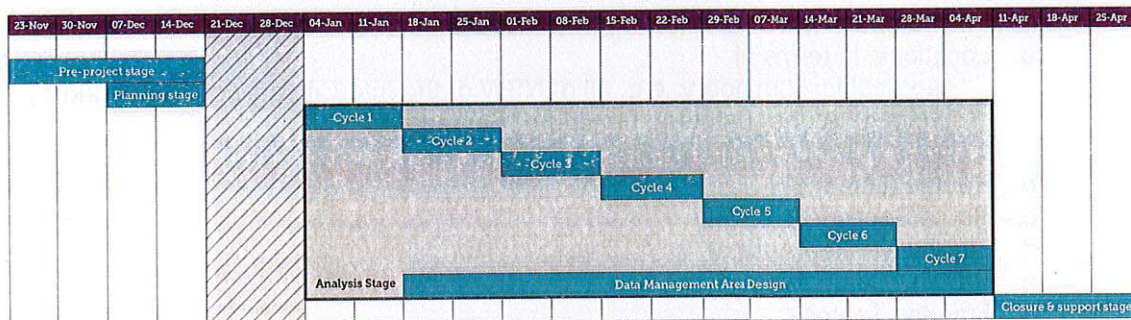


Figure 1

4.1.3 Duration

The majority of the work in Stage 1 (Plan) is anticipated to take two weeks.

Stage 2 (Analysis) will be time-boxed as follows:

- a) It will consist of seven cycles.
- b) The duration of each cycle is fixed at two working weeks.

- c) Resources are described below.
- d) The scope is variable – this is controlled by the Working Group with responsibility for prioritising the datasets to ensure that those of higher importance and risk are analysed first with oversight provided by the Data Profiling Steering Committee.

The project is expected to commence on 16 November 2015 (the commencement date) and end on 29 April 2016.

The scale of the work is impossible to predict thereby resulting in the parties agreeing to a time boxed effort and prioritisation of tasks. Any additional work will be negotiated between the parties and addressed as a variation to the Implementation and Maintenance Agreement.

The objectives of this approach are to

- a) fast-track the data analysis activity as completion of the Release 1 Detailed Design and Build are dependent on it; and
- b) provide flexibility and value – as the alternative of guaranteeing all datasets are analysed may require a prohibitive contingency to be built into the estimates.

Stage 3 (Data Management Area Design) is anticipated to take 12 weeks of elapsed time and will run in parallel with Stage 2 (Analysis).

Stage 4 (Close) is anticipated to take two weeks.

4.1.4 Initiation Activities

The Data Profiling Team will need to undertake the following activities to inform the main analysis activity. Not all of these initiation activities are required at the start of the project but access to high-priority databases/documentation/contacts is advised to be provided at the start of the analysis stage.

1. Identify custodians and key technical/analyst contacts for the candidate source database(s) for each master dataset, as well as each system from which REM will obtain Notification data or to which REM will supply Incident data directly (other than through the shadow database). Ensure they have a remit to help.
2. Assemble documentation for each candidate source database and interface system, including data dictionaries (and entity relationship diagrams if available).
3. Determine membership of the following master datasets:
 - a. Locations, in terms of
 - i. geographical boundary, e.g. all of NSW or the InterCity network (bounded by Dungog, Scone, Bathurst, Goulburn, Bomaderry)
 - ii. types of Properties/buildings
 - b. Routes (Lines)
 - c. Route Sections
 - d. Facilities (Fixed Assets)
 - e. Railway Companies
 - f. Standby Teams.
4. Determine inclusion in Release 1 of the following datasets:
 - a. Facility – Location Associations
 - b. Platforms at Stations
 - c. Access Points at Locations
 - d. Signals between pairs of Stations
 - e. Runs and Trips
 - f. Cars in Sets
 - g. Sets assigned to Runs/Trips.
5. Establish connections/locations.

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6. Establish read-only access to databases.
7. Establish read-only access to applications where possible (this will help to visualise how the data is used).
8. Agree the tools that will be required to carry out the assessment & arrange their installation.

Duration:

- a) Three weeks.

Milestone at the end of the stage:

- a) Approach is approved – ready to commence planning.

Resources:

- a) The Customer IT – provision of tools and access to databases and applications.
- b) The Customer data custodians and technical/analysts – provision of database and system documentation.

4.1.5 Stage 1: Planning

1. Initiate project, including confirmation of objectives, scope, roles & high-level project plan.
2. Compile a prioritised dataset inventory.
3. Define data quality criteria.
4. Define findings/recommendations template.
5. Where known, document which data elements are the source-of-truth in which datasets.
6. Document the above approach in detail and present to the Working Group for feedback and endorsement.
7. Test data connections/locations.

Milestone at the end of the stage:

- a) Planning is complete – ready to commence analysis.

Duration:

- a) Two weeks.

Resources:

- a) Data Profiling Team – core work.
- b) Release 1 Integration Team/Frequentis REM Team – assistance with gathering information about, access to, and prioritisation of the datasets.
- c) Working Group – participation in the walkthrough of the approach to the Planning Stage and Analysis Stage, provision of data custodians and technical/analysts for each dataset, prioritisation of the datasets.

4.1.6 Stage 2: Analysis

Assess each dataset in order of priority.

1. Workshop with data custodian and technical/analyst contact to understand dataset.
2. Assess quality of dataset.
3. Test each data set against each of the agreed data quality criteria (as defined in the Draft Data Management Plan / Draft Data Technical Analysis Outputs deliverables); the

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Findings Report will document whether each data set meets or fails to meet each criterion and will provide supporting detail as appropriate.

4. Release regular and early drafts of findings with changes tracked.
5. Follow up with dataset custodian and technical/analyst to discuss findings.

Milestone at the end of the stage:

- a) Stage has ended with as much analysis completed as possible – ready to close.

Duration:

- a) Fourteen weeks.

Resources:

- a) Data Profiling Team – core work.
- b) The Customer data custodians and technical/analysts.
- c) Release 1 Integration Team – prioritise and review.

4.1.7 Stage 3: Data Management Area Design

In consultation with The Customer ROC architects and The Contractor architects, develop conceptual and logical¹ data models of the business objects represented by the master data, to specify the design that will illustrate how data can be delivered to REM from a Data Management Area solution.

Duration:

- a) Twelve weeks.

Resources:

- a) Data Profiling Team – selected member(s).

4.1.8 Stage 4: Closure

1. Support the final two weeks of the Release 1 Build Stage.
2. Finalise the summary report.
3. Finalise the Data Management Area Design approach document.
4. Present the report.
5. The Customer accepts deliverables.
6. Record lessons learned.

Milestone at the end of the stage:

- a) Task complete.

Duration:

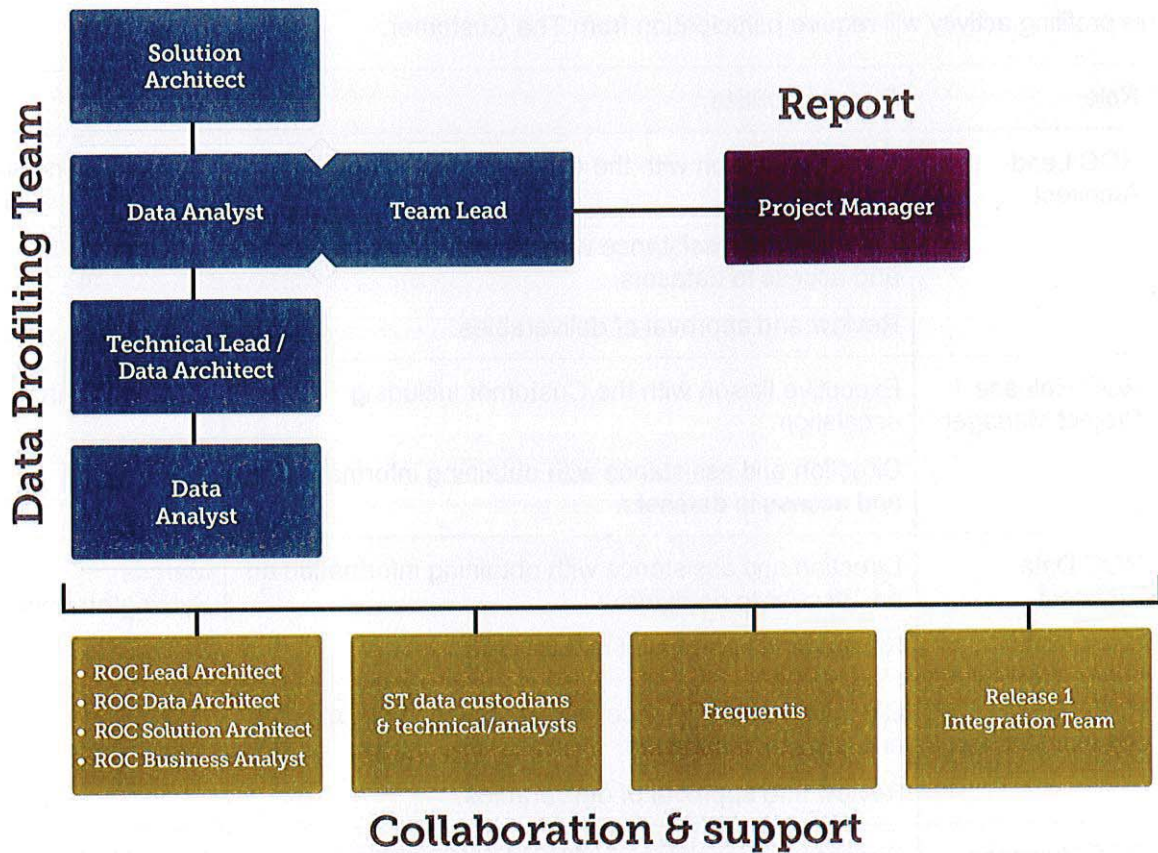
- a) Two weeks.

Resources:

- a) Data Profiling Team – core work.
- b) The Customer data custodians and technical/analysts, Working Group – final presentation, review and acceptance of deliverables.

¹ The logical data model will specify the name, meaning and primary key of each table, the name, data type, nullability and meaning of each column of each table, and the columns and referenced table of each foreign key.

4.2 Resource Structure



The Data Profiling team will comprise the following roles and responsibilities:

Role	Responsibilities	Resource
Team Lead / Data Analyst	Daily organisation of the team & tasks. Weekly reporting to the Contractor project manager. Escalation of issues immediately to the Contractor project manager. Analysis of datasets.	Daniel Scott
Technical Lead / Data Architect	Responsibility for the structure, quality and content of deliverables. Analysis of datasets. MDM design. Presentation of findings.	Graham Witt
Solution Architect	Analysis of datasets. MDM design.	Gaurav Jain
Data Analyst	Analysis of datasets.	Arun Muthiah

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In addition, support may be sought from the Release 1 Integration Team and Frequentis consultants.

This profiling activity will require participation from The Customer:

Role	Responsibilities	Resource
ROC Lead Architect	Executive liaison with the Customer including escalation. Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Stefano Bianchini
ROC Release 1 Project Manager	Executive liaison with the Customer including escalation. Direction and assistance with obtaining information on and access to datasets.	Charlie Wahhab
ROC Data Architect	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Marcus Symington-Jones
ROC IMS Solution Architect	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Linley Kan
ROC Business Analyst	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Aaron Mathews
The Customer data custodians and technical/analysts	Provision of information (written and in-person) around each of the datasets. Provision of access to each of the datasets. Review of findings.	Multiple to be determined
The Customer IT	Provision of tools and access to each of the datasets.	To be determined

In addition, there will be oversight from The Contractor and ROC programme/project managers.

4.2.1 Data Profiling Working Group

The working group consists of

- a) Marcus Symington-Jones
- b) ROC IMS Architect
- c) Aaron Mathews
- d) Daniel Scott

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- e) Graham Witt
- f) Gaurav Jain
- g) Arun Muthiah

The remit for this group is to work closely and regularly to produce the Data Profiling Stream deliverables. This team will meet formally at least once per week for the duration. Minutes are to be produced and shared with the Working Group and Steering Committee.

4.2.2 Data Profiling Steering Committee

The Steering Committee consists of

- a) Mark Pigot
- b) Bob Allum
- c) Stefano Bianchini
- d) Steve Keenaghan

The remit for this group is to provide oversight of the Data Profiling Stream and act as an escalation point if required. The group will convene as required at the request of the Working Group and will meet monthly as a minimum.

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5. Scope

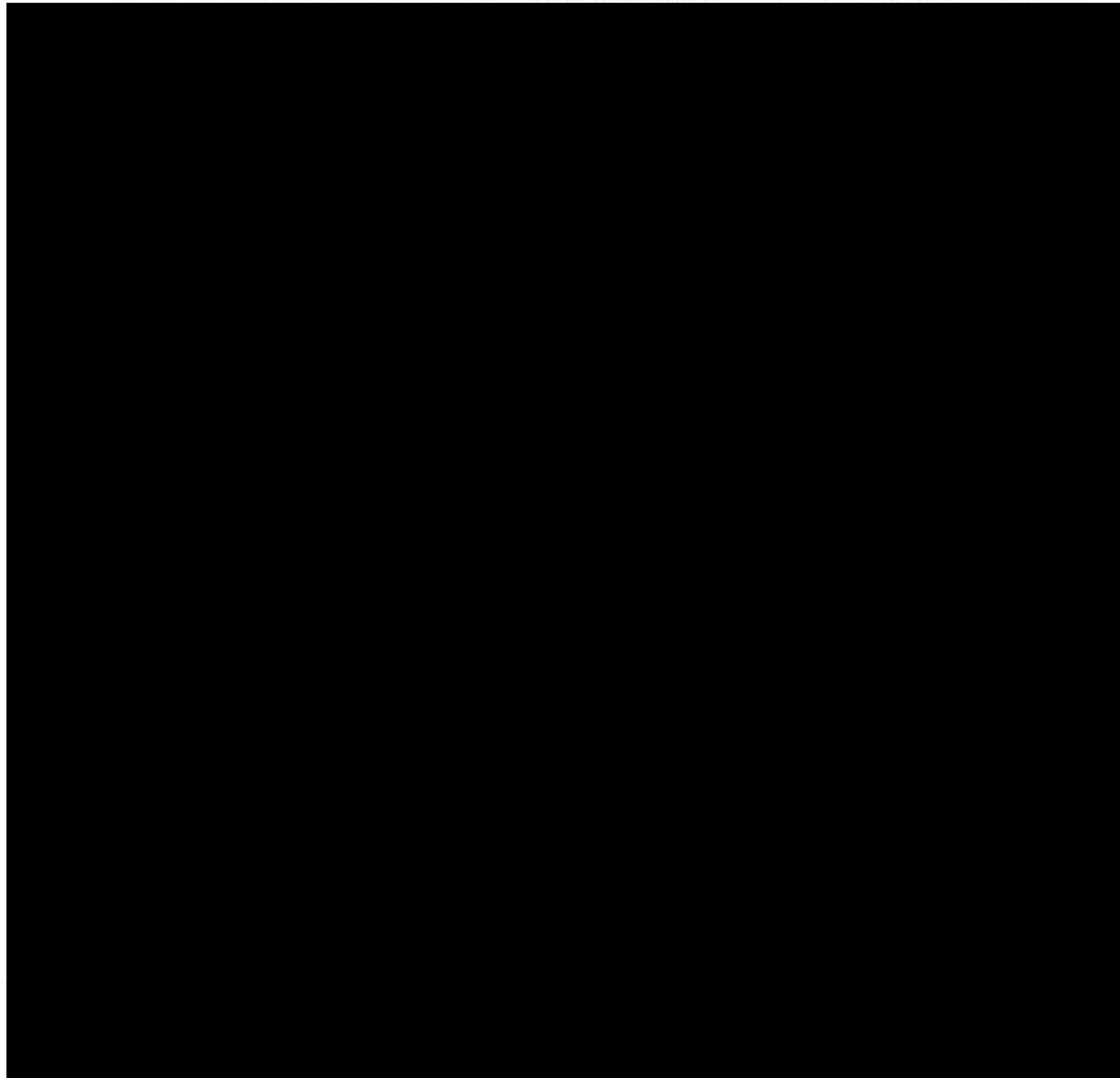
5.1 In Scope

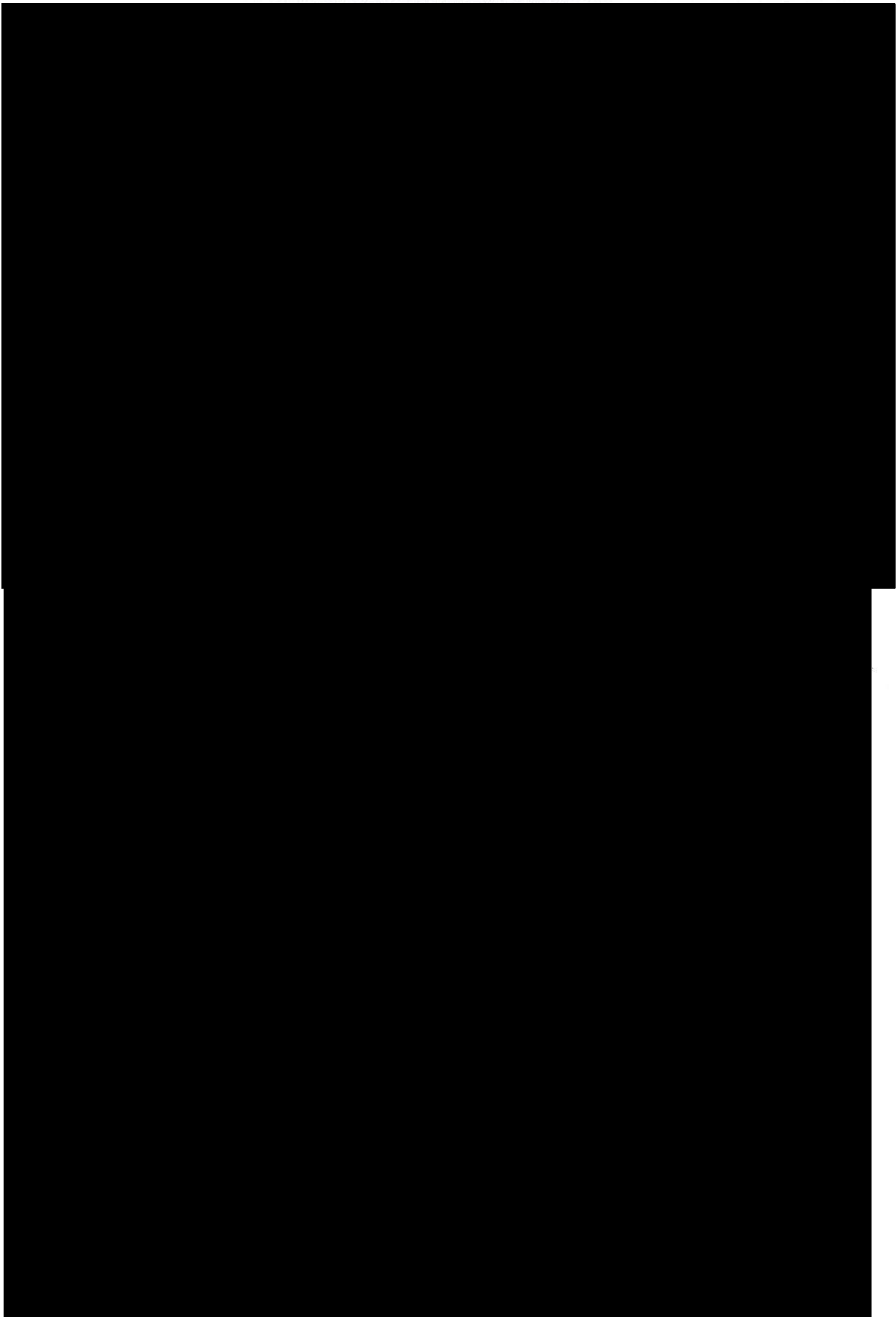
This proposal covers the Data Profiling Activity required to specify master data flows into the REM product for ROC Release 1 and analyse reference data and master data references in transactional data flows into and out of REM.

The lists of master datasets and transactional data flows in the following sub-sections represent an initial view of the overall scope. However datasets and data flows may be added to or removed from these lists as the project progresses. Whether those datasets or data flows are actually analysed will depend on priority and available time within the cycle

The work described in this document is outside the previously agreed scope of work of the Systems Integrator for the ROC Technology Solution, thus the estimate for this work has not been included in The Contractor BAFO Submission for the Implementation & Maintenance Phase.

5.1.1 Master Datasets





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5.1.3 Findings Report

The structure of the report will be defined in the Planning stage. At a minimum it will

- a) Identify source and target data items;
- b) define data mappings and transformations required;
- c) define (with reasons) which dataset to use where there are multiple candidate sources of data;
- d) define how multiple datasets will be amalgamated where datasets are distributed across several sources; and
- e) take into account the volatility (rate of change) of each dataset profiled.
- f) Highlight non-existent, anomalous or erroneous data requiring further analysis

While the focus of this project is Release 1, should any findings relevant to later releases be discovered during the course of the project, these will also be documented in the report.

The report may be separated into constituent documents named *ROC Release 1 - Data Profiling Report – Dataset Name*. Documentation will be completed and released for review and approval throughout the project.

5.2 Out of Scope

- a) This project will not be analysing potential sources of any data required by systems being delivered in a later ROC release (e.g. DTTS or CIMS).
- b) Although this project will provide documentation at the end of each cycle and as a final report the cleansing required for those datasets that are profiled, it will not undertake the actual cleansing of any data. This is to ensure that as many datasets are profiled as possible in the time box.
- c) The Contractor is not responsible for cleansing data within source or downstream systems.
- d) Although the profiling exercise may result in some clean sample datasets, there is no obligation on this project to do so.
- e) This analysis project will not be responsible for designing or implementing the Application Master Data, the ROC Master Data and the SAP MDM Integration solution as detailed in the SAD IMS v1.0 document.

6. Assumptions, Risks & Dependencies

6.1 Assumptions

The following assumptions (which need to be validated by The Customer) have been identified and will need to be managed during the lifetime of the engagement; if the stated assumptions are incorrect, a Project Change Variation may result.

- There will be peer reviews and ROC reviews of all documentation produced. However data retrieval code (e.g. SQL) will not be reviewed unless it is especially complex or critical.
- Access to production datasets is available by the start of the first cycle. This may be in a non-production environment, in which case it is essential that the data reflects the quality of the production data.
- Where possible, access to datasets is available continuously during office hours for the duration of the profiling activity.
- Reasonable access to all stakeholders is available.
- Travel time to other Customer locations will not exceed 30 minutes in each direction.
- Any required tools are installed prior to the assessment stage. This may require analysts to have local administrator access on their laptops.
- Datasets are held in relational databases, fixed-width text files, delimited text-files or spreadsheets. We assume that we will not be analysing data streams such as web-service responses.
- Formal approvals are not required at the end of the planning stage to progress to the next stage.
- The profiling analysis phase is approved to start by 11 December 2015.
- The data profiling stage will be delivered iteratively with playback/review sessions to the agreed stakeholders at the end of each fortnight.
- Support will be provided by the Frequentis REM team as required.
- The Data Profiling team will work closely with the Release 1 Integration Team to ensure that efforts are not duplicated.
- The Customer will be responsible for licence costs for all required software.
- Where a stored data item is derived from other stored data using business rules, we may not verify the derived data item. To illustrate with a simple example: if a dataset stores revenue, cost and profit, we may not verify that the profit value has been correctly calculated. The rationale behind this assumption is that there may be complex business rules that are widely agreed to work correctly. It would therefore be a poor use of effort within the time box to review the complex business rules. Such exceptions will be reviewed with the ROC Architects.

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6.1.1 Contractual Assumptions

- The Customer's governance framework will enable a timely decision-making process that does not impact the Project Schedule and timeframes.
- All stakeholders will adhere to The Customer governance framework for amendments, service variations and change management.
- Other contractor(s) will be contracted directly by The Customer as required
- This SOW shall be incorporated into the Final Contract under Module 9 Data Management and should therefore be read as an obligation under that Module. The Customer will manage the performance of the other contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- The variation procedures in Detailed Design PIPP will apply to any changes to scope, schedule or deliverables associated with this engagement.
- The parties agree to recalculate the price for the Data Profiling Activity in the event that the Data Profiling Activity results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- Any information reasonably requested by the Contractor from other contractors or The Customer that is required for the completion of the Deliverables will be provided within 2 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- The Project Stages, Deliverables, and start and end dates are contingent on the necessary resources, software and hardware being in place from the Customer by the agreed timelines.
- Resources that are assigned to this engagement by The Customer are able to represent the needs of The Customer for this engagement.
- All project deliverables subject to sign-offs will be reviewed by the dates agreed by all parties.
- The project plan and associated services estimates are subject to the terms of the Final Contract.
- Any Customer activities on which the project depends must be completed within the agreed timeline.
- The Customer will endeavour to work with the other contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule.
- The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in workshops.
- Rescheduling of workshops by The Customer that results in delays to the Project could result in change requests.
- Access to relevant policies and governance documents will be provided.

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6.2 Risks

The following risks have been identified and will need to be managed during the lifetime of the engagement; failure to mitigate these risks may result in a Project Change Variation.

- Delays in project that impact on the Release 1 Build.
- Unavailability of ROC stakeholders, particularly given the proximity of Christmas and January holidays.
- Lack of documentation (or definitive understanding) of existing datasets. Provision of inaccurate information. Information being provided too late for the cycle.
- Delays in identifying the source datasets.
- Delays in the provision of access to datasets or lack of approval to access production-like datasets.
- Delays to setting up tools.
- Delayed approvals, including approval of this Statement of Work.
- Unexpected complexity in business rules that must be analysed.
- Analysis yields incorrect results.
- Analysis reveals unresolvable issues.
- Disagreement between SMEs on data definition such that data can be interpreted in more than one way.
- Datasets being in a format that the team do not have experience with or tools to analyse (e.g. non-relational).
- The fact that several datasets will eventually be sourced from SAP/EAM (the SAP/EAM project runs in parallel to the ROC project so may not provide a solution in time).

6.3 Dependencies

The following dependencies have been identified and will need to be managed during the lifetime of the engagement; failure to manage these dependencies may result in a Project Change Variation.

1. The Customer must provide the following in a timely manner:
 - a. data custodians and technical/analyst contacts for each dataset.
 - b. information on each dataset.
 - c. access to each dataset.
2. Technical specifications for transactional interfaces must be provided before work starts on transactional data.

7. Investment

7.1 Data Profiling

For Contractor resources, the estimated investment required to complete the data profiling scope of work is as follows:

Resource	Resource Category	Effort (days)	Rate	\$ (excl GST)
Team Lead/Data Analyst	Project Manager - Senior	98		
Technical Lead / Data Architect	Principle Architect/Senior Solutions Architect	86		
Data Architect	Principle Architect/Senior Solutions Architect	99		
Data Analyst	Database Architect	81		
			Total	

The above is a **Time and Materials** estimate and excludes GST.

7.2 Engagement Conditions

Acceptance of this proposal will result in a Project Change Request to include this activity and scope in the ROC Release 1 Build Scope and all activities and deliverables will be managed through the existing Contractor vendor engagement.

The Contractor will produce Time and Materials invoices at the end of each month with supporting Timesheets.

The Parties acknowledge and agree that the SOW scope and associated pricing shall be incorporated into the Implementation and Maintenance Agreement (referred to in the Detailed Design agreement as "the Final Contract"). The Contractor shall be entitled to submit, and receive payment for retrospective invoices to reflect the commencement date of this SOW.

Appendix A

Table 1 Schedule of Rates Ajilon Australia Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	

ROC Program, Technology

ROC REM Data Configuration Stage

Proposal for Sydney Trains

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Document Control

Version	Date	Author	Changes
0.1-0.3	18 Nov 2015	Catherine Ohis	Initial draft
1.0	30 Nov 2015	David Hayward	Draft for release to Sydney Trains
2.0	14 Dec 2015	Steve Keenaghan	Finalised for release to Sydney Trains
3.0	29 Jan 2016	Steve Keenaghan	Added a Governance section and released to Sydney Trains

Signatories

Role	Name	Signature	Date
Project Director	Steve Keenaghan		
Technology Program Manager	Mark Pigot		

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1. Introduction

Ajilon is pleased to respond to the invitation by Sydney Trains (ST) to provide professional services to support the data configuration of the REM product for ROC Release 1.

This work is an integral component to enable the REM system's operational capability for Release 1 and must be completed prior to ROC Release 1 UAT (preferably prior to ROC Release 1 SAT phase).

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2. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

Data Configuration Team means the team tasked with configuring the REM IMS system. Ajilon has been given responsibility for leading this team with support from the Sydney Trains ROC Program Team, Sydney Trains Business Team members and Frequentis.

Detailed Design means the Contractor's design of its Solution that has been developed as a Deliverable under the Customer Contract.

Detailed Design Documents means each document that is developed by the Contractor as part of the Detailed Design Phase and approved by the Customer.

Detailed Design Phase means the phase of work that includes the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

DMC means REM Data Management Client

Environment has the same meaning as 'Customer Environment' in the Additional Conditions.

Entry Criteria means for a phase, the criteria that must be met before the Contractor is entitled to commence the work for that phase, as set out in this PIPP.

High-Level Design has the same meaning as the term in the Additional Conditions.

High Level Solution Design Agreement means the contract entered into between the Customer and the Contractor for the design services (which includes the High-Level Design) on or about 23 December 2014.

High Level Solution Design Documents means each document (including the High-Level Design) that is developed by the Contractor as part of the High Level Solution Design Phase and approved by the Customer as CSI.

High Level Solution Design Phase means the phase preceding the Detailed Design Phase.

Implementation & Maintenance Phase means the phase, for the implementation and maintenance of the Solution.

IMS means Incident Management System

IMS Contractor means Frequentis Australasia Pty Ltd (ABN 25 107 550 489).

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

REM means Rail Emergency Management

Release 1 means the implementation of and integration of REM IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

Requirements means the Initial Requirements as updated by the Updated Requirements.

ROC Technology Solution means the new technologies which will provide enhanced capability to improve key 'day of operations' processes

SME means Subject Matter Expert and are those individuals that provide specialist input to the data configuration of each key component of REM.

Sydney Trains' System Administrator means the role identified by Frequentis as the role that will carry out REM administrative tasks once the system is handed over to Sydney Trains as part of go-live.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Updated Requirements means the Initial Requirements that are updated in the Detailed Design Documents.



3. Our Understanding

3.1 Business Requirement

In Release 1 of the ROC program a new Incident Management System (IMS) will be implemented. The IMS solution involves the integration of the new Rail Emergency Management (REM) product into the business.

REM's Data Management Client (REM DMC) requires significant input to configure all data required to enable REM's operational functionality.

3.2 Methodology and Approach

3.2.1 Approach

The data configuration will be enabled by a team consisting of Business Subject Matter Experts (SMEs), Process analysts and System and Business/Data Analysts. Together this team will be equipped to ensure that the REM system is appropriately configured to enable Go-Live operations.

The high-level approach will be an iterative one, where a set of configuration requirements is the focus of a two (2) week cycle of planning, building the configuration, and validating the outcomes.

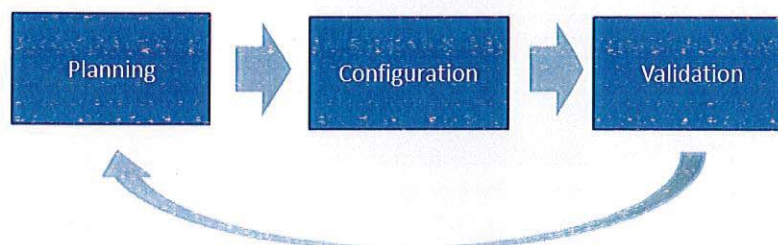


Figure 1: Iterative approach to configuration

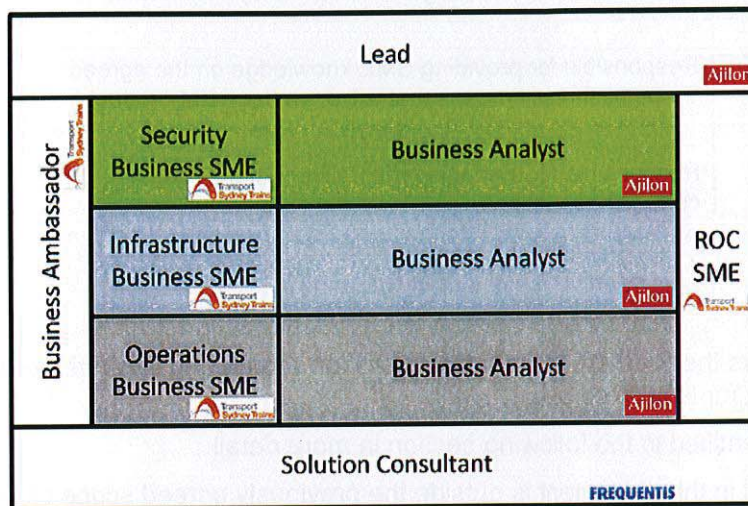
This approach will require

- Planning of the overall delivery
- An understanding of the pre-requisites for each iteration
- Documented validation of the configuration at the end of each cycle.

Once the data configuration is complete and ready for the Pre-Production environment, the team will then support the SAT, SIT, UAT, and e2e test activities.

3.2.2 Functional Structure

The Data Configuration team structure:



This functional structure is based on the primary sources of incident management expertise at Sydney Trains (note: it does not represent an organisation team structure). The specific Business SMEs required will be reviewed as part of the planning for each cycle.

Role descriptions for the Data Configuration Team:

Role	Description	Organisation
Business Ambassador	Responsible for providing business related information from the perspective of the business units who will ultimately use REM. Accountable for the Configuration Validation.	Sydney Trains
ST Business SME(s)	Provides specialist input to the data configuration of each key component of REM (Security, Infrastructure and Operations). They are responsible for the Master Data Type 1 configuration, that is more process related, such as: Incident Categories, Incident Forms, Incident Chapters / Checklist , Alerting Distribution List etc. Responsible for the Configuration Validation.	Sydney Trains
REM Consultant	Provides product expert knowledge, support and training on how the REM product needs to be configured.	Frequentis

Role	Description	Organisation
Business Analyst	Responsible for the Master Data Type 1&4 configuration, such as: Users/Roles, Authorisation Groups, Contacts/Alerting, Contacts, Distribution lists, Responsibility Assignments etc. Note this role will be needed for on-going data management during the whole life cycle of REM.	Ajilon
ROC SME	Responsible for providing SME knowledge on the agreed To-be business process that will drive the REM product.	Sydney Trains
Lead	Responsible for managing the delivery of the data configuration stages.	Ajilon

3.3 Scope

This proposal covers the ROC REM Data Configuration required to support the data configuration of the REM product for ROC Release 1.

These tasks are identified in the following section in more detail.

The work described in this document is outside the previously agreed scope of work of the Systems Integrator for the ROC Technology Solution, thus the estimate for this work has not been included in the Ajilon BAFO Submission for the Implementation & Maintenance Phase.

3.3.1 Data

The data requirements and data sourcing will already have been defined by the ROC Data Architect.

Frequentis define four (4) different types of master data in REM:

Master Data	REM DMC characteristics	Examples
Type 1	<ul style="list-style-type: none"> Can be fully maintained in REM DMC Initial manual import recommended but not required (depending on amount of data) 	Incident Categories, Contact data, User data, Automatic Informing Rules
Type 2	<ul style="list-style-type: none"> Displayed read only in REM DMC (imported from another system) Periodic manual or automated import required 	Delay Code data, Railway Company data
Type 3	<ul style="list-style-type: none"> Not displayed in REM DMC Periodic manual or automated import required 	Facility data
Type 4	<ul style="list-style-type: none"> Only a subset of attributes can be maintained in REM DMC (mainly imported from another system) Periodic manual or automated import 	Location data

	required	
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This Data Configuration stage will focus on the Type 1 and Type 4 master data, which require set up and maintenance in REM DMC and will be reliant on the expertise of Sydney Trains Subject Matter Experts (SMEs), and facilitated by Ajilon.

3.3.1 High Level Overview of Master Data Importation and Configuration for ROC

Figure 2 below indicates the data configuration activities which are required for the implementation of REM. Those related to this Data Configuration Stage are highlighted in Orange.

In this diagram, the first column indicates the importation of a subset of master data with the assistance of Frequentis. In the second column, this task has been handed over to a Sydney Trains' System Administrator (if available), or will be handled by the Data Configuration Team, who will import the full set of data into REM.

The importing of master data is required to enable any REM configuration relating to that data.



3.3.2 Data Configuration Stage Overview

The Data Configuration Stage will include the:

- planning,
- definition and
- execution of all configuration and validation required in REM DMC to enable REM's go-live for Release 1.

Once the configuration has been completed and is in the Pre-Production environment, the Data Configuration Team will support the test activities, and enable any required configuration changes identified during the testing process.

The client will have the option of continuing this support post Go-Live for Release 1 (not costed in this proposal).

RACI information is identified against each task.

	Overview Items	Description	Ajilon	Frequentis	Sydney Trains
1.	Training in REM EMC and REM DMC	Enable the team to understand the configuration needs and impacts.	C	A,R	C
2.	Confirm ST data requirements and sources	The team will confirm that the defined data is appropriate, and escalate any concerns regarding gaps, constraints or issues	R	C	A,R
3.	Plan configuration structure	The flexibility of the REM product means that the configuration can be setup in a variety of ways. It is vital that the base structure of the configuration is ideal for the ST needs into the future	R	R	A
4.	Plan iteration cycles	Identify the configuration tasks which can be incorporated into the future cycles, and the associated validation required.	A	R	C

	Overview Items	Description	Ajilon	Frequentis	Sydney Trains
5.	Configuration of REM Demonstrator system	Configuration of data elements and screen display elements in REM, taking into account any pre-requisite data imports.	R	R	A
6.	Validation of the configuration structure	Provide confirmation that the system will operate appropriately with the defined configuration structure.	R	R	A
7.	Configuration Support in Pre-Production	Supporting the Pre-Production environment test activities, responding to configuration change requests	A,R	C	C

0

3.3.3 Master Data Configuration Tasks Detail

Some data configuration components must be defined before others. The lists below provide an indication of the order in which the data import and data configuration tasks should occur. In the Planning component of the Data Configuration Stage, these configuration tasks will be assessed to identify how best to define iterations.

Note that the import of data (identified in Tables with Green headings) is a pre-requisite to the Data Configuration tasks.

Part 1: Data import	
Provided by Sydney Trains. This must be imported into REM prior to Configuration. (The Data Configuration Team will import from Excel into REM)	
Data	Tool
Organisational unit (data import)	EXCEL
Contacts (data import)	EXCEL
Locations (data import)	EXCEL
Delay-codes (if applicable), and priorities (data import)	EXCEL
RailwayCompany (data import)	EXCEL
FunctionalRole (data import)	EXCEL
Rail network data	
Routes (logical Lines)	EXCEL
Route-sections (data import)	EXCEL
Route to Route-sections (data import)	EXCEL
Locations to Route-sections (data import)	EXCEL
At least one End User and role to start configuration	DMC

Part 2A: Manual Data Maintenance	
Data Configuration Team trained in REM EMC and REM DMC	
Data	Tool
Check imported data	DMC
Create AuthorisationGroup, role, and user for data maintenance	DMC
Admin user with all rights (Poweruser)	DMC
Contacts + alarming contacts + standby teams + standby client (REM WebPortal)	DMC
Creation of responsibility model	
Hierarchy types and Responsibility type (Incl. the assessment of Areatype "Region")	DMC
Create OccupationalGroupTypes	DMC
Create and configure OccupationalGroups	DMC

Create Standby teams and alerting distribution lists.	DMC
Grant rights for REM Web-Portal to all users maintaining the Standby teams.	DMC
Responsibility assignment: Creation of responsibility structure according to locations (stations) and tracks.	DMC

Part 2B: Manual Data Maintenance	
Data Configuration Team, specialised in processes and incident management workflows	
Data	Tool
Maintaining Alerting-contacts for contacts to be alerted	
1. Assign Alerting-contacts to profession-groups	DMC
2. Assign Alerting-contacts to Standby teams	DMC
3. Assign Alerting-contacts to Alerting-Lists	DMC
4. Maintain Assign Alerting-contacts within the REM Web-Portal	DMC
Maintaining Distribution lists	
1. Assigning distribution lists to the responsibility areas	DMC
2. Creating distribution lists and assign contacts to them	DMC
3. Create distribution lists for alerting rules and assign contacts to them	DMC
4. Create the alerting rules (active from that moment on!)	DMC

Part 2C: Manual Data Maintenance	
The following tasks can then be carried out by the Data Configuration Team	
Data	Tool
Create responsibility matrix: Distribution list / Standby teams/ Contacts to Responsibility areas	DMC
GUI configuration	
Create Incident categories	DMC
Create Incident workflow	DMC
Create chapters and checklists	DMC
Hyperlinks	DMC
Check functions and qualifications of staff	DMC/EMC
Check organisations and partners	DMC/EMC
Create and configure the visibility and read/write access for the remaining roles	DMC
Create and configure the remaining roles	DMC
Create and configure the remaining users	DMC
Telephone configuration	DMC



Workstation mapping to telephone number (for SMS and email reference)	DMC
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Part 3: Data Import*	
After the main configuration is complete, when another import is required from Sydney Trains. It is expected that the Data Configuration Team will import the data from Excel into REM.	
Data	Tool
Facilitytypes	DMC
Facility	DMC
FacilityToLocation	DMC
Facilitypart	DMC
Facilityfault and reason/type	DMC

*Please note, that a completed list of incidents and incident categories needs to be available and configured in the system, before this import can be performed.

Part 4: Manual Data Maintenance	
After the second data import is complete, the following tasks need to be carried out by the Data Configuration Team	
Data	Tool
Check imported data	DMC

3.4 Out of Scope

1. Identification of source systems.
2. Extraction of sample data from ST systems.
3. Post Release 1 Go-Live configuration maintenance activities.



4. Assumptions, Risks & Dependencies

4.1 Assumptions

The following assumptions (which need to be validated by ST) have been identified and will need to be managed during the lifetime of the engagement; if the stated assumptions are incorrect then this may result in a Project Change Variation.

1. The data configuration stage will be delivered iteratively with playback/review sessions to the agreed ST stakeholders at the end of each fortnight.
2. The lead will be managed by the ROC Release 1 Systems Integration PM.
3. The team cannot deliver the data configuration stage without the input of Business SME's as they provide fundamental knowledge of the ST business rules & data.
4. Each member of the team will require three (3) days of REM training.
5. The Business Ambassador will be required as a part-time resource for the duration of the data configuration stage.
6. One Business SME will be required from each main incident management group at Sydney Trains. (i.e. one SME from the ST security business unit, one from ST Infrastructure etc).
7. The Business SMEs will need to be available at least 3 days a week. It is not expected that each SME will be required for whole duration of the data configuration stage.
8. The Business SMEs will have decision making ability to guide the configuration of REM.
9. The ROC SME will form part of the team and will have detailed knowledge of the agreed Future State business processes.
10. The team will be co-located close to the business, for example at the RMC.
11. While Data Configuration tasks will continue to be required post REM Go-Live, this proposal does not cover any Post Go-Live activities.
12. Data needs for REM and data sourcing will have already been defined by the ROC Data Profiling Team (currently subject to a separate SOW)
13. Imported data from ST source systems is available as required.
14. The Import of Data is a pre-requisite to the entry of Configuration details.
15. Any source data integrity issues are the responsibility of Sydney Trains.
16. Data Configuration and Maintenance needs post Go-Live are not included in the scope of this document.
17. The configuration of REM chapters and checklists is reliant on the accuracy and clarity of the future state incident management business processes. Gaps in those business processes may impact the ability to configure REM to meet the business needs.
18. Backups of the REM data and configuration will regularly be stored during the configuration stage, to enable a rollback to a previous set of configuration if required.

19. Configuration will be validated during the Data Configuration Stage, however the overall testing of the REM configuration will occur during the UAT cycle.
20. The REM Demonstrator system will be available for configuration
21. Three sets of the REM desktop hardware requirements will be available so that three users can use REM concurrently.
22. Ajilon will provide the Team Lead and 4 Business/Data Analyst roles.
23. The Data Configuration Stage will commence on or before 14 December 2015.
24. The Data Configuration Stage must complete before UAT commencement on 1 July 2016.
25. Access to existing organisation incident data will be made available as required.
26. The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
27. All stakeholders will adhere to the Sydney Trains governance framework for amendments, service variations and change management.
28. Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
29. The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
30. Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
31. The parties agree to recalculate the price for the Data Configuration Stage in the event that the Data Configuration Stage results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
32. Subject to point 27, the Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware being in place from the Customer by the agreed timelines.
33. Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
34. All project deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
35. Prior to the start of each 2 week stage the detailed planning, deliverables, resources and entry and exit criteria have been agreed by all parties.
36. Any key Customer Project dependencies must be completed within the agreed timeline.
37. The Customer reasonable endeavours to work with the other contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule.
38. The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in workshops.

39. Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.

4.2 Risks

The following risks have been identified and will need to be managed during the lifetime of the engagement; failure to mitigate these risks may result in a Project Change Variation.

1. Delays in project impacting on the development of the REM configuration.
2. Lack of understanding of the impact of configuration on the final product.
3. Unavailability of business SME resources.
4. Unavailability of existing organisational data, or the lack of a defined source.
5. Delays in identifying the source datasets
6. Delays in the extraction of Sydney Trains data for importing into REM.
7. Proposed configuration solutions/structures not agreed in a timely manner.
8. Affected stakeholders are unable to attend engagement sessions to provide input into the development of the solutions and are unsure of the potential changes

4.3 Dependencies

The following dependencies have been identified and will need to be managed during the lifetime of the engagement; failure to manage these dependencies may result in a Project Change Variation.

1. A location close to the business needs to be identified and provided, for example at the RMC.
2. Level 4 processes have been developed and approved
3. Collaboration from ST and affected operational business units
4. Data profiling of source data
 1. Identification of source systems
 2. Mapping of source data to destinations in REM
 3. Cleansing of data
5. A REM Demonstrator system is available for Configuration.
6. Five (5) sets of the appropriate REM desktop hardware items including Screen, keyboard, mouse, are available to the Data Configuration team, so that 5 REM users can be using REM concurrently.
7. At least a High Level view is available to guide the configuration. Examples of elements required to guide configuration, include
 1. The required REM user Roles are identified
 2. Incident categories are defined

2

3. The Responsibility Model is defined and identifies who should have visibility of an incident.

If this information is not available, the Data Configuration team will need to work with the Business to define how the system should be configured (this will delay progress if business access is not possible until February 2016).



5. Governance

A Working Group will be established to provide Governance for this stream of work. The Working Group will establish a planning activity which will be attended by all Working Group members and dependant parties. This activity will be used to plan the next two weeks and may include clarification and prioritisation of tasks.

The Data Configuration team will be coordinated by the Ajilon project lead and managed by the ROC Release 1 Systems Integration PM with overall responsibility for this activity with the ROC Technology Project Manager.

The data configuration build will be delivered iteratively with playback/review sessions to the agreed ST stakeholders at the end of each fortnight.

5.1 Data Configuration Working Group

The working group consists of

- a) Charlie Wahhab (ROC Technology PM)
- b) Joe De-Lima (Data Configuration Team Lead)
- c) Catherine Ohis (Data Configuration Business Analyst)
- d) David Hayward (ROC Release 1 Systems Integration PM)
- e) Danny Berghofer (Data Configuration Business Ambassador)

The remit for this group is to work closely and regularly to produce the Data Configuration build. This team will meet formally at least once per week for the duration. Minutes are to be produced and shared with the Working Group and Steering Committee.

5.2 Data Configuration Steering Committee

The Steering Committee consists of

- a) Mark Pigot
- b) Bob Allum
- c) Stefano Bianchini
- d) Steve Keenaghan

The remit for this group is to provide oversight of the Data Configuration Stream and act as an escalation point if required. The group will convene as required at the request of the Working Group and will meet monthly as a minimum.

6. Benefits

The Data Configuration Stage will directly contribute to the ability of REM to be operational for Release 1.

REM has been chosen by Sydney Trains as a product which will support the strategies of TfNSW, Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of **“putting the customer at the heart of everything we do”**.

The ROC Vision includes the incorporation of

- Better coordination, communication, and management
- The Delivery of consistent, accurate, timely and up to date information to customers
- Enabling faster incident resolution and service recovery
- Supporting the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy, and future business model changes

As the ROC Program's Incident Management technology solution, REM will contribute to improvements in incident resolution and communication. This will only be possible with the appropriate data configuration of the system.

7. Investment

For Ajilon resources, the investment required to complete the above scope of work is as follows:

Resource	Effort (days)	Rate	\$ (excl GST)
Team Lead x 1	172		
REM Business Analyst x 1	169		
Data Analyst x 1	169		
Data Entry x 2	338		
Total			

The above is a **Time and Materials** estimate and excludes GST.

Acceptance of this proposal will result in a Project Change Request to include this activity and scope into the ROC Release 1 Build Scope and all activities and deliverables will be managed through the existing Ajilon Vendor engagement.

Ajilon will produce Time and Materials invoices at the end of each month with supporting Timesheets.

The Parties acknowledge and agree that the SOW scope and associated pricing shall be incorporated into the Implementation and Maintenance Agreement (referred to in the Detailed Design agreement as "the Final Contract"). The Contractor shall be entitled to submit retrospective invoices to reflect the commencement date of this SOW.

8. Why Ajilon?

Ajilon has worked collaboratively with the Sydney Trains Technology Stream to successfully deliver the ROC Technology Stream High Level Solution Design. Ajilon has also worked with ST to deliver the following during the ROC Release 1 Detailed Design phase:

Services

- Implemented and performed all the Project kick off activities.
- Conducted all necessary workshops with the Customer and its relevant stakeholders:
- Reviewed and analysed existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design Phase.
- Developed a Detailed Design for the ROC Technology Solution IMS Release 1.
- Conducted playback sessions with the Customer and all relevant Customer stakeholders.
- Conducted a risk management workshop with all relevant Customer stakeholders to identify and agree on risks to the ROC Technology Solution IMS Release 1.
- Provided the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Detailed Design Phase.

The resulting detailed domain knowledge and proven approach and engagement model means that we are the ideal option to provide ongoing services above and beyond the previously agreed scope.

Attachment 3: Amended General Order Form

Schedule 1: General Order Form

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:	Sydney Trains (ABN 38 284 779 682)

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:	Level 13, 477 Pitt Street, Sydney NSW 2000

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:	Stefano Bianchini

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:	Ajilon Australia Pty Ltd (ABN 25 076 517 354)

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 2, 68 Pitt Street, Sydney NSW 2000

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:	Anthony Rakuljic

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)	Not applicable.
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 the Head Agreement:	Not applicable.
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	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
accordance with applicable legislation:	
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable.
Performance Guarantee (clause 17.1)	Not applicable.
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	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X as a Service	<input type="checkbox"/>		<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"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input type="checkbox"/>	Schedule 9 – Performance Guarantee	<input checked="" type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input checked="" type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>



Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date the last party executes the Customer Contract and the General Order Form.
Specify the end of the Contract Period:	The Contract Period will commence on the Commencement Date and end on the date on which the Contractor has discharged all of its obligations under this Customer Contract.
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable.

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
As described in the PIPP set out in Annexure B to the Customer Contract, as updated or varied by the Parties from time to time (PIPP).	As specified in the PIPP.	As specified in the PIPP.	As specified in the PIPP.
<u>As described in the document titled "ROC Organisational Design Support - Proposal for Sydney Trains v3.0" (ODS Services SOW) attached to the Module 6 Order Form.</u>	<u>Sub-Total: As specified in the ODS Services SOW</u>	As specified in the <u>PIPP-ODS Services SOW</u>	As specified in the ODS Services SOW.
<u>As described in the documents titled:</u> <u>(i) "ROC REM Data Configuration Stage Proposal for Sydney Trains v3.0" (Data Configuration SOW); and</u> <u>(ii) "ROC R1 Data Profiling Activity Proposal for the Customer v 5.0" (Data Profiling SOW).</u> <u>attached to the additional Module 7 Order Form.</u>	<u>Delivery Charges: As specified in (i) the Data Configuration SOW and (ii) the Data Profiling SOW.</u>	As specified in <u>(i) the PIPP Data Configuration SOW and (ii) the Data Profiling SOW.</u>	As specified in (i) the Data Configuration SOW and (ii) the Data Profiling SOW.
		Sub-Total:	<u>As specified in the PIPP, ODS Services SOW, Data Configuration SOW and Data Profiling SOW.</u>
		Delivery Charges:	<u>As specified in the PIPP, ODS Services SOW, Data Configuration SOW and Data Profiling SOW.</u>
		Any Other Charges:	<u>As specified in the PIPP, ODS Services SOW, Data</u>



		Configuration SOW and Data Profiling SOW.
	GST:	As specified in the PIPP. As stated in the ODS Services SOW, Data Configuration SOW and Data Profiling SOW.
This is the Contract Price (plus GST)	Total Amount:	As specified in the PIPP. <u>The sum of the Prices set out in each of the PIPP (plus GST if applicable), section 5 of the ODS Services SOW (plus GST if applicable), section 7 of the Data Configuration SOW (plus GST if applicable) and section 7 of the Data Profiling SOW (plus GST if applicable).</u>

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	As The location specified in Item 2 of the PIPP-General Order Form.
Specify any delivery instructions:	As specified in the PIPP. The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.
Specify the hours during which delivery may be made to the Site:	As specified in the PIPP- 8am to 6pm Business Days.

Item 13 Contract Specifications

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 Contract Specifications consist of:</p> <p>(a) the requirements for the Deliverables set out in the PIPP;</p> <p>(b) <u>the requirements for the Deliverables (if any) set out in the ODS Services SOW, Data Configuration SOW and Data Profiling SOW;</u></p> <p>(c) any requirements for the Deliverables set out in the Additional Conditions specified in Annexure A to the Customer Contract (Additional Conditions);</p> <p>(ed) any documents included and / or referenced in Schedule 2 – Agreement Documents;</p> <p>(ee) any other requirement or specification agreed between the Parties in writing; and</p> <p>(ef) any documents incorporated by reference, or referred to, in any of the documents detailed above.</p>

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 (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	Stefano Bianchini
Specify address to which invoices should be sent:	Level 13, 477 Pitt Street, Sydney NSW 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>The default period of 30 days, unless otherwise specified in the PIPP, <u>Module 6 Order Form or Module 7 Order Form.</u></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>	<p><u>In relation to the Price set out in the PIPP:</u> As specified in the PIPP.</p> <p><u>In relation to the Price set out in each of the ODS Services SOW, Data Configuration SOW and Data Profiling SOW: As specified in the Module 6 Order Form or Module 7 Order Form (as applicable).</u></p>
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:</p>	<p>The Contract Price is <u>Prices specified in the PIPP are</u> fixed.</p> <p><u>The Prices set out in each of the ODS Services SOW, Data Configuration SOW and Data Profiling SOW are time and materials prices that are time bound according to the statements of work attached to the Module 6 Order Form and Module 7 Order Form (as applicable).</u></p>

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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))	
Specify the Price of any additional copies of the User Documentation:	Nil.

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 the PIPP.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The additional functions of the management committee and the times at which the management committee must meet, are specified in the PIPP.
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 the PIPP.
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 the PIPP.
Specify any other details:	As specified in the PIPP.

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:	No service and performance review/s of the Contractor's performance apply.
Specify any specific time intervals for service and performance reviews:	Not applicable.

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 if a Site Specification is required:	No. A Site Specification is not required.
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	None.



Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any requirements for the preparation and maintenance of the Site:	None.

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 (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	No. An Implementation Planning Study is not required.
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 27/10/11" and Annexure 1 to the Customer Contract.	Yes. The PIPP is set out in Annexure B to the Customer Contract. <u>Additionally, the ODS Services SOW, Data Configuration SOW and Data Profiling SOW are each a PIPP for the purposes of the Customer Contract.</u>
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):	As specified in the PIPP. <u>There is no Staged Implementation in relation to the Data Configuration SOW, Data Profiling SOW or ODS Services SOW</u>

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify if Liquidated Damages (LDs) will apply:	No. Liquidated damages will not apply.
Specify the Milestones which are LD Obligations:	Not applicable.
Specify the Due Date for completion of each LD Obligation:	Not applicable.
Specify the calculation and amount of LDs for each LD obligation:	Not applicable.
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not applicable.

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].	As specified in the PIPP, <u>ODS Services SOW, Data Configuration SOW and Data Profiling SOW (as applicable).</u>
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	No.
Specify the times when each CSI is to be provided:	As specified in the PIPP, <u>ODS Services SOW, Data Configuration SOW and Data Profiling SOW (as applicable).</u>
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	<u>As specified in the PIPP. The process set out in clause 8.3 of the PIPP will apply to CSI in relation to each of the PIPP, ODS Services SOW, Data Configuration SOW and Data Profiling SOW.</u>
If so, specify the verification check process for each CSI: Include:	As specified in the PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> a) a process to manage satisfactory and unsatisfactory verification checks; b) a process to manage 'reissued' CSI's; c) a process to manage repeat CSI verification checks; d) a process to manage 'draft' or 'incomplete' and 'updated' CSI's; e) a process to manage rejected CSI's; f) a process to manage previously satisfactory CSI which becomes defective; g) a list of required verification check forms and/or registers and a corresponding data entry process; h) a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil.
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:	As specified in the PIPP: ODS Services SOW, Data Configuration SOW and Data Profiling SOW (as 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. Escrow arrangements are not required.
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 (clause 6.45)	
Specify if a Business Contingency Plan is required:	No. A Business Contingency Plan is not required.
Specify when the Business Contingency Plan is required:	Not applicable.
Specify any information to be included in the Business Contingency Plan including the business contingency services required	Not applicable.



Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
and the period of the services:	
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Not applicable.
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
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.	The Contractor must comply with, and must ensure that each of the Contractor's Personnel comply with: (a) the Customer's confidentiality and system security policy and procedures and execute a deed of confidentiality in a form acceptable to the Customer; (b) the Customer's Code of Conduct; (c) the Customer's internet usage policy and procedures; (d) the Customer's site access sign-in process specified by the Customer when accessing a Site; (e) the Customer's site access sign-out process when leaving a Site; and (f) with all other reasonable requirements specified by the Customer.

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)	
Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	As specified in the 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)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	Details of the Contractor's Specified Personnel are specified in the PIPP.



Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	The Contractor must obtain a statutory declaration for the Subcontractor where required by the Customer or otherwise where that statutory declaration is a condition of the Customer's approval of a subcontract under clause 8.14.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	The Contractor must maintain accreditation that it is compliant with the following standards: (a) Quality Management System Guideline 2006; (b) AS/NZS ISO 9001:2008 standard or an approved equivalent standard as applicable to the Deliverables; and (c) any other standards specified in the PIPP or any of the Customer's policies or procedures that the Contractor is required to comply with (see item 30).

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	(a) Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any jurisdiction other than Australia (including any industry codes of conduct) that are applicable to the Deliverables, the Customer or the Contractor. (b) Any other laws specified by the Customer from time to time.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	The Customer's policies, standards and procedures as notified to the Contractor from time to time.

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 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	None.
Specify any codes, policies, guidelines or standards the Customer is to comply with:	None.

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 1.4)	
<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. Specify this period: If no period is specified, the period is 2 Business Days:</p>	Not applicable.
<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. Specify the Acceptance Test Data:</p>	Not applicable.
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	Not applicable.
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).</p>	No Deliverables will be subject to Acceptance Testing.
<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 (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.</p>	<p>For Deliverables that are Documents, as specified in clause 5.3 of the Additional Conditions. For all other Deliverables, 10 Business Days after those Deliverables were supplied.</p>
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	Not applicable.
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	Not applicable.
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	Not applicable.
<p>Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources</p>	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
and when the environment and resources must be ready for use:	
Specify the methodology and process for conducting Acceptance Tests:	Not applicable.
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	Not applicable.
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	Not applicable.
Specify the Acceptance Test Data required:	Not applicable.
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:	Not applicable.

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:	As specified in the PIPP. Not applicable.
Specify any fee that is applicable for payment by credit/debit card	None.

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 and 13.9)	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	The licence granted under clause 13.7 must be granted on terms which are the same as the terms of the additional licence rights specified in clause 12.2 of the Additional Conditions.
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Nil.
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	Clause 13.10 applies to all New Material. The Contractor must only exercise its rights under clause 13.10(b): (a) for the purpose of supplying the Deliverables to the Customer; and

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	(b) to fulfil its obligations under the Customer Contract, unless otherwise agreed by the Customer in writing.

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
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:	Yes. The Contractor must arrange for its Subcontractors to execute Deed of Confidentiality substantially 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)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	At least \$20,000,000.00 in respect of each claim.
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:]	At least \$20,000,000.00 for the total aggregate liability for all claims.
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:]	At least \$10,000,000 for the total aggregate liability for all claims.
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:	<p>(a) Workers compensation insurance Cover: Liability for death of or injury (including occupations disease) to all workers performing the Services and Deliverables as required by <i>Workers Compensation Act 1987</i> (NSW). Extension: To be extended to cover the Principal's statutory liability to such workers, where permitted by <i>Workers Compensation Act 1987</i> (NSW). Period required: Before commencing the Services and Deliverables until the Contract Period expires.</p> <p>(b) Motor vehicle insurance – third party property Cover: All motor vehicles, trailers and mobile plant</p>

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Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	(whether registered or unregistered) used in connection with the Project. Period required: Before commencing the Services until the Service Term expires and, after that, whenever Services are performed.

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:	Yes. The Contractor must provide a Performance Guarantee from Adecco SA.
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.	Within 10 Business Days after the Commencement Date.

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:	Yes. The Contractor must provide a Financial Guarantee <u>Security</u> to the value of 10% of the total Contract Value.
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.	Within 20 Business Days after the Commencement Date.

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
If the Parties cannot agree the amount that is legally payable under the Customer Contract for the: <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service (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).	The Parties have agreed the Contract Value. This is set out the Contract Price specified in the PIPP <u>Item 11 of this General Order Form.</u>

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Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<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. (See the definition of Contract Value in Part 3)</p>	
<p>If Services are being provided under any of the following Modules: Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements 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>	<p>The Services are Non-Recurring Services.</p>
<p>Specify the alternative cap of liability (clause 18.3):</p>	<p>Not applicable.</p>

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Reporting (clause 21.1)</p>	
<p>Specify the reports required, (if any), the time for provision and the agreed format:</p>	<p>As specified in the PIPP.</p>

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Dispute Resolution (clause 24.11)</p>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$50,000.00
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Subject to clause 24.11(a), all disputes arising out of or in connection with the Customer Contract are to be determined by expert determination under clauses 24.7 to 24.8.

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 convenience under clause 25.3:	<p>The Customer will not have any liability to the Contractor for any termination under clause 25.3, other than the payment of the following:</p> <ul style="list-style-type: none"> (a) the direct costs incurred by the Contractor for demobilising its own employees; and (b) any costs payable to any subcontractor as a result of the termination. <p>Clause 15.1 of the Additional Conditions will apply to any costs that are recoverable under clause 25.4(b).</p>

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	Yes. The Additional Conditions are set out in Annexure A to the Customer Contract.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of Sydney Trains (ABN 38 284 779 682)

[Redacted signature line]

By *[to be inserted by the Customer]* but not so as to incur personal liability

[Redacted signature line]

[Redacted signature line]

Signature of Customer Representative

[Redacted signature line]

Print name

[Redacted signature line]

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

[Redacted signature line]

[Redacted signature line]

Signature of Authorised Signatory

[Redacted signature line]

Print name

[Redacted signature line]

Date

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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
High Level Solution Design Deliverables Acceptance Notice	2015/04/30
Ajilon Clarification and Defects List_V4	7/04/2015
Ajilon Defect and Clarification Sheet 27-3-15 with responses	7/04/2015
High Level Solution Design (PART A - Overview) v4.1	7/04/2015
High Level Solution Design (PART B - Systems Architecture) v4.0	20/03/2015
High Level Solution Design (PART C - Systems Product Detail) v4.1	7/04/2015
Sydney Trains ROC Updated Capability and Gap Analysis v4.1	7/04/2015
Ajilon Clarification and Defects List v2.0	20/03/2015
Ajilon Project Plan v4.0	20/03/2015
Ajilon submission overview	20/03/2015
ROC RAID-DRICASB Log v3.0	20/03/2015
ROC SP4 Program of Work v1.0	20/03/2015
ROC System Integration Approach v4.0	20/03/2015
Sydney Trains ROC Implementation Strategy v4.0	20/03/2015
Sydney Trains ROC Non Functional Design v4.0	20/03/2015
Ajilon supplemental information v1	15/05/2015
Ajilon Response to Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140825
Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140707

Schedule 3: Service Level Agreement

Not applicable

Ⓢ

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:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending;
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered; and
 - (xi) accepted.
- 1.3 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; and
 - (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.

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

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

AUTHORISATION

The Contractor must not commence work on the Change Request until 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 Sydney Trains (ABN 38 284 779 682)

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



Signature of Customer Representative

MIKE SEWARD

Print name

23/3/2016

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)



Signature of Authorised Signatory

STEVE KEENAGHAN

Print name

14/3/16

Date

Schedule 5: Escrow Deed

Not applicable

Schedule 6 : Deed Poll – Approved Agents

Not applicable

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

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, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at

the day of 20

Before me,



Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

Between **Sydney Trains (ABN 38 284 779 682) (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

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

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

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

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

Confidential Information means information that:

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

but excludes any information which the Subcontractor can establish was:

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

Contractor means [insert name of Contractor].

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

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

Intellectual Property Rights means all intellectual property rights including:

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

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

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

State means the State of New South Wales.

GENERAL

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

3. Non disclosure

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

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

- 3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

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

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

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

LEGAL PROCEEDINGS

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

7. Indemnity and release

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

8. No exclusion of law or equity

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

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

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

13. Notices

- 13.1** Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2** All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3** If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered by Sydney Trains (ABN 38 284 779 682)

[Redacted signature line]

By [to be inserted by the Customer] but not so as to incur personal liability

[Redacted signature line]

In the presence of: [insert name of witness]

[Redacted signature line]

[Redacted signature line]

Signature of Customer

[Redacted signature line]

Signature of Witness

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

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

[Redacted signature line]

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

[Redacted signature line]

Signature Director

[Redacted signature line]

Signature of Director/Secretary

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date



Schedule 9: Performance Guarantee

Deed dated the day of 20

Between *[insert full legal name of the Customer]* (Customer)

And *[insert full legal name and any ACN/ABN of the Guarantor]* (Guarantor)

Purpose *[insert full legal name and ACN/ABN of the Contractor]* (Contractor) has agreed to offer to supply Products and Services to the Customer under a contract dated *[insert date of Customer Contract]* (Customer Contract).

DEFINITIONS

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

Contract Authority means *[insert legal name of Contract Authority]*.

Head Agreement means *[insert date and parties to the Head Agreement]*.

Insolvency Event means where the Contractor:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001* (Cth);
- (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001* (Cth);
- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001* (Cth);
- (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001* (Cth) or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

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

BY THIS DEED

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

1. If the Contractor (unless relieved from the performance of the Customer Contract by the Customer or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Customer Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Customer Contract.
2. Where the Guarantor consists of more than one legal person each of those persons agree to be bound jointly and severally by this Deed of Guarantee, and:
 - (a) where the Customer Contract is made under a Head Agreement, the Contract Authority (acting as agent of the Customer); or
 - (b) in all other cases, the Customer,may enforce this Deed of Guarantee against all or any of the persons who constitute the Guarantor. *[amend this clause as applicable]*
3. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Customer with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
4. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.
5. The obligations and liabilities of the Guarantor under this Deed of Guarantee will not exceed:
 - (a) the obligations and liabilities of the Contractor under the Customer Contract; and
 - (b) \$ [insert dollar amount].
6. Where the Contractor has failed to perform under the Customer Contract, the obligations of the Guarantor will continue even though the Contractor has been the subject of an Insolvency Event.
7. The rights and obligations under this Deed of Guarantee will continue until all obligations of the Contractor under the Customer Contract have been performed, observed and discharged.
8. A notice under this Deed of Guarantee must be a Notice in Writing.
9. The address for services of Notices in Writing under this Deed of Guarantee for a party is, in the case of the:

Guarantor

Physical address

Postal address

Fax number

Contractor

Physical address



Postal address

Fax number

Customer

Physical address

Postal address

Fax number

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

10. A Notice in Writing is deemed to be received if:
 - (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days;
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at 9.00 am the next Business Day).

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



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

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

[Signature line]

By *[insert name of Customer representative]*

[Signature line]

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

[Signature line]

Signature of Customer representative

[Signature line]

Print Name

[Signature line]

Date

Signature of Customer's Witness

[Signature line]

Print Name

[Signature line]

Date

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

[Signature line]

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

[Signature line]

Signature Director

[Signature line]

Print name

[Signature line]

Date

[Signature line]

Signature of Director/Secretary

[Signature line]

Print name

[Signature line]

Date



Schedule 10: Financial Security

Deed dated the [] day of [] 20 []

Between [insert name of the Customer] (Customer)

[]

And [insert name and ACN/ABN] (Guarantor)

[]

DEFINITIONS

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

BY THIS DEED:

1. The [] [insert name of the Contractor and the ACN/ABN] (Contractor) has agreed to supply Deliverables to the Customer under a contract [insert date and name of parties to the Customer Contract] (Customer Contract).
2. The Guarantor unconditionally agrees to pay to the Customer on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Customer to a maximum aggregate sum of \$ [insert dollar amount].
3. The Guarantor's liability under this Financial Security will be a continuing liability until the sooner of:
 - (a) payment is made up to the maximum aggregate sum;
 - (b) the Customer notifies the Guarantor that this Financial Security is no longer required;
 - (c) [insert date]; [Note: This date should be the date that is one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Contract]
 - (d) the date the Customer and Contractor agree in writing to release the Guarantor.
4. No provision of this Financial Security may be waived, amended, supplemented or otherwise modified except by written instrument signed by the Guarantor and the Customer.
5. The laws of New South Wales govern this Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
6. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy by facsimile to the address last advised by one of them to the other. Where the notice is given or served by facsimile, the sending party must confirm receipt by any other means.
7. The address for services of notice for a party is, in the case of the:

6

Guarantor

Physical address
Postal address
Phone number
Fax number

Contractor

Postal address
Phone number
Fax number

Customer

Postal address
Phone number
Fax number

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

8. A notice or other communication under this Financial Security is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days; or
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours).



EXECUTED BY THE PARTIES AS A DEED ON THE DATE STATED BELOW

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

By *[insert name of Customer representative]*

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

Signature of Customer representative

Print name

Date

Signature of Contract Witness

Print name

Date

The Common Seal of *[insert Guarantor's name & ACN/ABN]*

was affixed by *[authority of the Board of Directors]*

in the presence of *[insert name of Director/Secretary or other permanent officer]*

in the presence of *[insert name of Director/Secretary or other permanent officer]*

Signature of Director/Secretary

Print name

Date

Signature of Director/Secretary

Print name

Date



Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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



- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 4.1:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2 The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3 The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4 If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5 Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1 The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- 5.2 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.



6. Confidentiality

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

Module 7 – Professional Services

Version 3.1

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Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills where the Contractor's services are not subject to day to day supervision by the Customer.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 7** form part of the Customer Contract when the Parties state that the Professional Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

- 1.1 **Exception** means the reasons that excuse the Contactor from being in breach of the Customer Contract in respect of the Services provided under this Module, as stated in clause 7.
- 1.2 **Professional Services** means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including:
- (a) strategy advice;
 - (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5);
 - (c) writing reports;
 - (d) reviews or quality assurance activities;
 - (e) change management services;
 - (f) project management services;
 - (g) knowledge transfer services;
 - (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer.

The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services.

The term Professional Services does not include training services. These services are subject to Module 8 Training Services.

INTERPRETATION

- 1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Professional Services Period

- 2.1 Unless otherwise agreed in the General Order Form or the relevant Module Order Form, the Professional Services must be provided for the Contract Period unless the Customer Contract is terminated earlier in accordance with its terms.
- 2.2 If no Contract Period is specified in the Order Documents and the Professional Services are provided on a time and materials basis, then the Professional Services will be provided from

the Commencement Date until either Party cancels the Professional Services by providing 30 days prior Notice in Writing to the other.

3. Scope of Professional Services

SCOPE

- 3.1 The Parties will set out in the Module Order Form or a PIPP the details of the Professional Services which may include:
- (a) the Contract Period;
 - (b) the details of the Professional Services that the Contractor is to provide;
 - (c) the details of any Specified Personnel;
 - (d) the details of any Deliverables and their Contract Specifications;
 - (e) the location of where the Professional Services are to be provided;
 - (f) whether any Deliverable must undergo an Acceptance Test;
 - (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and
 - (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis, fixed price or some other basis.

PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 3.2 If there is no PIPP agreed at the time the Customer Contract is signed by the Parties, and it is stated on the Module Order Form that a PIPP is required, the Contractor must prepare a draft PIPP for the approval of the Customer prior to the commencement of the Professional Services. Within 5 Business Days of receipt of the draft PIPP the Customer must:
- (a) approve the PIPP;
 - (b) provide written notice of any changes to the draft PIPP that it requires, and provided those changes are reasonable, the Contractor must update the PIPP and re-submit it for approval by the Customer.
- 3.3 Once the PIPP has been approved by the Customer it forms part of the Customer Contract and the Contract Specifications are updated accordingly.

REPORTING

- 3.4 The Contractor must monitor the progress of the Professional Service and provide the Customer with status reports at monthly intervals, or such other intervals as is agreed by the Parties which, at a minimum, include the following issues:
- (a) the issues and risks that the Contractor recommends be pro-actively addressed to avoid delays;
 - (b) any actions that the Parties need to take, or decisions that need to be made, to ensure the provision of the Professional Services in accordance with the requirements of the Customer Contract, including any PIPP;
 - (c) the progress of the work against any project plan;

- (d) the amounts charged, and amount of work in progress against the budget;
- (e) whether it is anticipated that the budget is likely to be exceeded, and if so the reasons; and
- (f) any other issues that the Parties agree should be included in the reports.

CUSTOMER DIRECTIONS

- 3.5 The Contractor must comply with all reasonable directions of the Customer as may be given to the Contractor from time to time in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of the Customer Contract. Where such direction:
- (a) causes the Contractor's costs to increase, the Customer must pay for any increase in the Contractor's costs at the Contractor's time and materials rates (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) plus any expenses; and
 - (b) causes the Contractor not to be able to meet any timetable for delivery, then the timetable must be extended to the extent that it is reasonable given the nature of the direction and the impact on the Professional Services.
- 3.6 Nothing in clause 3.5 affects the Contractor's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the Customer's reasonable directions or otherwise to comply with the Contractor's obligations under the Customer Contract.
- 3.7 Subject to otherwise complying with its obligations under the Customer Contract, the Contractor must exercise its independent discretion as to the most appropriate and efficient manner of providing the Professional Services and satisfying the Contractor's obligations under this Customer Contract.

EMPLOYEE RELATIONSHIP

- 3.8 The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any of its employees or contractors, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement.
- 3.9 The Contractor acknowledges and agrees that:
- (a) it is solely responsible for the obligations in clause 3.8; and
 - (b) neither it, nor its personnel have, pursuant to this Customer Contract, any entitlement from the Customer in relation to any form of employment or related benefit.

4. Acceptance Tests and Use

- 4.1 Where the Professional Services are for the creation of a specific Deliverable for which the Parties have agreed that the Deliverable is to undergo Acceptance Tests then:
- (a) the Customer must not use any part of the Deliverable for its business purposes and/or in a production environment without first undertaking Acceptance Tests in accordance with clause 10 of Part 2; and
 - (b) it is acknowledged and agreed by the Customer that if the Customer uses the Deliverable for its business purposes and/or in a production environment before the Deliverable has passed its Acceptance Tests in accordance with clause 10.9 of Part 2

(as opposed to where the Deliverable is merely deemed to have passed its Acceptance Tests under clause 10.13) the Customer is taking a significant risk in using untested Deliverables, and accordingly the Contractor is not liable for any loss, damage or expense caused by such use of the Deliverable.

5. Restraint

- 5.1 The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:
- (a) encourage any of individual who has performed any Professional Services, to:
 - (i) stop working for or providing services to the Contractor; or
 - (ii) work for or provide services to the Customer, any Agency or Department or any other person;
 - (b) employ, contract, or enter into any arrangement, to receive the benefit of the services of the individual who has performed any Professional Services,
- for the following restraint periods:
- (c) during the period that the individual performed the Professional Services and a period of 12 months thereafter;
 - (d) during the period that the individual performed the Professional Services and a period of 9 months thereafter;
 - (e) during the period that the individual performed the Professional Services and a period of 6 months thereafter;
 - (f) during the period that the individual performed the Professional Services and a period of 3 months thereafter;
 - (g) during the period that the individual performed the Professional Services.
- 5.2 Clause 5.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 5.1(a) and (b)(i) and (ii) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 5.1(a), (b)(i) and (ii) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.
- 5.3 The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 5 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 5.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 5.1.
- 5.5 The Parties agree that the restrictions in clauses 5.1 to 5.4 are necessary to protect the legitimate interests of the Contractor.

6. Specific Warranties

SCOPE

- 6.1 Where the Professional Services are provided on a fixed price basis:
- (a) the Contractor warrants that any Deliverable (other than any Customer Supplied Item) will meet the Contract Specifications in all material respects during the Warranty Period, subject to the Exceptions; and
 - (b) if an unmodified version of the Deliverable (other than any Customer Supplied Item) fails to perform in accordance with the requirements of the Customer Contract and the Customer provides the Contractor with written notice of the Defect within the Warranty Period, then the Contractor may, at its option, promptly remedy those Defects, implement a Workaround, or replace the relevant part of the Deliverable, at its own expense, or refund the Price payable for the deficient Deliverable. Any remedy that is implemented is warranted only during the remainder of the Warranty Period.
- 6.2 Owing to the nature of the subject matter, but subject to clauses 6.1, 6.3, 6.4 and 7, the Contractor expressly excludes any warranty that:
- (c) any Deliverable will be error free;
 - (d) any Deliverable will operate without interruption;
 - (e) it will correct all program errors;
 - (f) any Deliverable will be compatible with any hardware, software or data not supplied by the Contractor (except as specified in the Contract Specification);
 - (g) any Deliverable will meet the Customer's requirements.
- 6.3 The Customer must provide reasonable assistance to the Contractor in order to assist the Contractor to identify and resolve the Defect, including installing patches and Workarounds.
- 6.4 The Contractor warrants that, subject to the Exceptions, from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that the Contractor will provide the Professional Services in accordance with the requirements of the Contract Specifications in all material respects and with due care and skill.

7. Exceptions

- 7.1 The Contractor is not liable for any breach of the Customer Contract which arises as the result of:
- (a) any Customer Supplied Item not operating in accordance with its documentation or the requirements in this Customer Contract;
 - (b) modifications to any Deliverable that were effected or attempted by a person other than the Contractor or its authorised representative, other than where such modifications were recommended by the Contractor;
 - (c) any act, error, fault, neglect, misuse or omission of the Customer;
 - (d) damage caused by the operation of the Deliverable other than in accordance with recommended operating procedures or otherwise than in accordance with the directions or recommendations of the original IP owner, authorised distributor or the Contractor;

- (e) any Virus, denial of service attack or other malicious act that adversely affects the Software Solution, except to the extent that:
 - (i) the attack or malicious act is an attack or malicious act of the Contractor; or
 - (ii) the Contract Specifications include a requirement to protect against Viruses, denial of service attacks or other malicious acts, and the Customer's damages are caused solely by a failure to meet that obligation in the Contract Specification;
 - (f) improper use or mismanagement by the Customer; or
 - (g) an Event.
- 7.2 Where the Contractor has been requested to provide any remedy and the item that was requested to be remedied is determined not to be a Defect (or to be a Defect in a Customer Supplied Item) then the Contractor is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) that arise out, of or in connection with identifying and attempting to remedy that item.

MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo an Acceptance Test; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert “Details of the Professional Services (other than Training Services) are set out in the PIPP”.]</p>	<p>This Module 7 is designed to outline Professional Services that the Contractor will provide in addition to the Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1).</p> <p>The Professional Services are as follows:</p> <ul style="list-style-type: none"> (a) As per the General Order Form (b) The details of the Professional Services are set out in the following Statements of Work attached to this Module 7 Order Form and summarised below: <ul style="list-style-type: none"> • <i>ROC R1 Data Profiling Activity – Proposal for the Customer</i> version 5.0 dated 19 January 2016 (Data Profiling SOW); and • <i>ROC REM Data Configuration Stage – Proposal for Sydney Trains</i> version 3.0 dated 29 January 2016 (Data Configuration SOW). <p>Data Profiling</p> <p>As further described in the Data Profiling SOW, the Contractor will, in collaboration with the Customer and the REM Contractor establish a Data Profiling Team to:</p> <ul style="list-style-type: none"> a) confirm master data sets; b) review and confirm transactional data flows; c) undertake the technical analysis of identified source systems; d) define data mappings; and e) define data quality rules <p>The Customer will:</p> <ul style="list-style-type: none"> a) provide access to the relevant systems and sources to enable collation of data; and b) provide access to, and as necessary assign, Customer resources to the Data Profiling Team in order to clarify requirements. <p>The activities described above shall contribute to</p>

the following Deliverables identified in the PIPP:

- a) Data Management Plan; and
- b) Detail Technical analysis Outputs.

Data Profiling is a time and materials based activity. Charges are as defined in the Data Profiling SOW, as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	98		
Technical Lead	86		
Data Architect	99		
Data Analyst	81		
Total			

Data Configuration

As further described in the Data Configuration SOW, the Contractor shall, in consultation with the Customer, establish a Data Configuration Team to configure the REM product with reference and master data. This includes:

- a) importation of data provided by the Data Profiling Team and, subject to the Customer’s consent, the Data Configuration Team’s own investigations of data within the Customer’s environment; and
- b) manual data maintenance comprising:
 - i. checking imported data;
 - ii. creation of Authorisation Groups;
 - iii. creation of a responsibility model;
 - iv. maintaining alert contacts;
 - v. maintaining distribution lists;
 - vi. creation of a responsibility matrix incorporating standby teams and responsibility areas;
 - vii. GUI configuration;
 - viii. checking functions and qualifications of staff
 - ix. checking organisations and partners;
 - x. configuration of visibility and read/write access for remaining roles;
 - xi. creation and configuration of the remaining roles and users;
 - xii. telephone configuration; and
 - xiii. workstation mapping.

Data Configuration is a time and materials based activity. Charges are as defined in the Data Configuration SOW, as summarised below:

	Description	Effort Days	Rate	Cost (ex GST)
	Team Lead	172		
	REM BA	169		
	Data Analyst	169		
	Data Entry (2)	338		
	Total			
	(c) Not applicable.			
	(d) Not applicable.			
	(e) As per Item 2 of the General Order Form.			
	(f) Not applicable.			
	(g) As set out in the Data Configuration SOW and Data Profiling SOW and summarised above.			
	(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issues by the Contractor within 30 days of the invoice being issued to the Customer. There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.			

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.3)	
Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date. [If this Box is not completed, the Contractor is not required to provide a PIPP.]	Not applicable. The Data Profiling SOW and Data Configuration SOW are attached to this Module 7 Order Form.

Attachments - Data Profiling SOW and Data Configuration SOW



ROC REM Data
Profiling SOW 5 0.pdf



ROC REM Data
Configuration SOW P

ROC Program, Technology

ROC R1 Data Profiling Activity

Proposal for the Customer

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Document Control

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0.4	19 Nov 15	Daniel Scott	Feedback from David Hayward incorporated
0.5	19 Nov 15	Graham Witt	Scope and dependency statements added
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2.2	24 Nov 15	David Hayward	Updated Draft for The Customer review
3.0	4 Dec 2015	Graham Witt Daniel Scott	Updated in light of various meetings held during week ending 4 Dec 2015
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5.0	19 Jan 2015	Bob Allum	Final Version

Signatories

Role	Name	Signature	Date
Project Director	Steve Keenaghan		
Technology Program Manager	Mark Pigot		

1. Introduction

The Contractor is pleased to respond to the invitation by The Customer to provide professional services to perform analysis of datasets to be used by the REM product for ROC Release 1.

This proposal provides The Customer with the opportunity to engage The Contractor to provide the services specified herein on a time-boxed and Time and Materials basis. Due to the nature of data and the uncertainty of the work involved, The Contractor has divided the work into multiple phases. This multi-phased approach provides the Customer with a level of oversight that the Data Profiling activity is achieving the desired results, and control over the associated investment.

This work is an integral component of the delivery of the REM system solution. It must commence early in the ROC Release 1 Build Stage and support build activities until testing begins. REM data configuration and TIBCO interface development cannot progress effectively without confirmation of the source datasets.

Notwithstanding the Contractor commencing the services detailed in Sections 4 and 5, the parties acknowledge and agree that the scope, assumptions and charges relating to this SOW shall be incorporated into the Implementation and Maintenance Agreement under the auspices of Module 9 Data Migration (Module 9) of Procure IT.

2. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract:

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Data Management Area (DMA) is the database and tools that allow for the import of master data from the source(s) of truth and its transformation/mapping into a suitable form for export to the IMS and eventually other ROC systems.

Data Management Area Design means the approach to the Data Management Area defined in Section 4.1.7

Final Contract has the same meaning given to that term in the Additional Conditions.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

ROC Technology Solution has the meaning given to that term in section 1.2 of the PIPP.

Solution has the meaning given to that term in section 7.1.8 of the PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Working Group means the Customer, Systems Integrator Contractor and IMS Contractor personnel working together to review the findings from the Data Profiling Team and making recommendation to The Customer.

Steering Committee means the function that provides the escalation point for issues raised from the Working Group.

Integration Team means the Release 1 Systems Integrator resources engaged to deliver Release 1.

IMS has the same meaning given to that term in the Additional Conditions.

DTTS has the same meaning given to that term in the Additional Conditions.

CIMS has the same meaning given to that term in the Additional Conditions.

Findings Report means the deliverable produced as an output of the Data Profiling activity

Data Profiling means the analysis activities identified in this document.

Data Profiling Team means the specific resources identified in Section 4.2

3. Our Understanding

3.1 Business Requirement

In Release 1 of the ROC program a new Incident Management System (IMS) will be implemented. The IMS solution involves the integration of the new Rail Emergency Management (REM) product into the business.

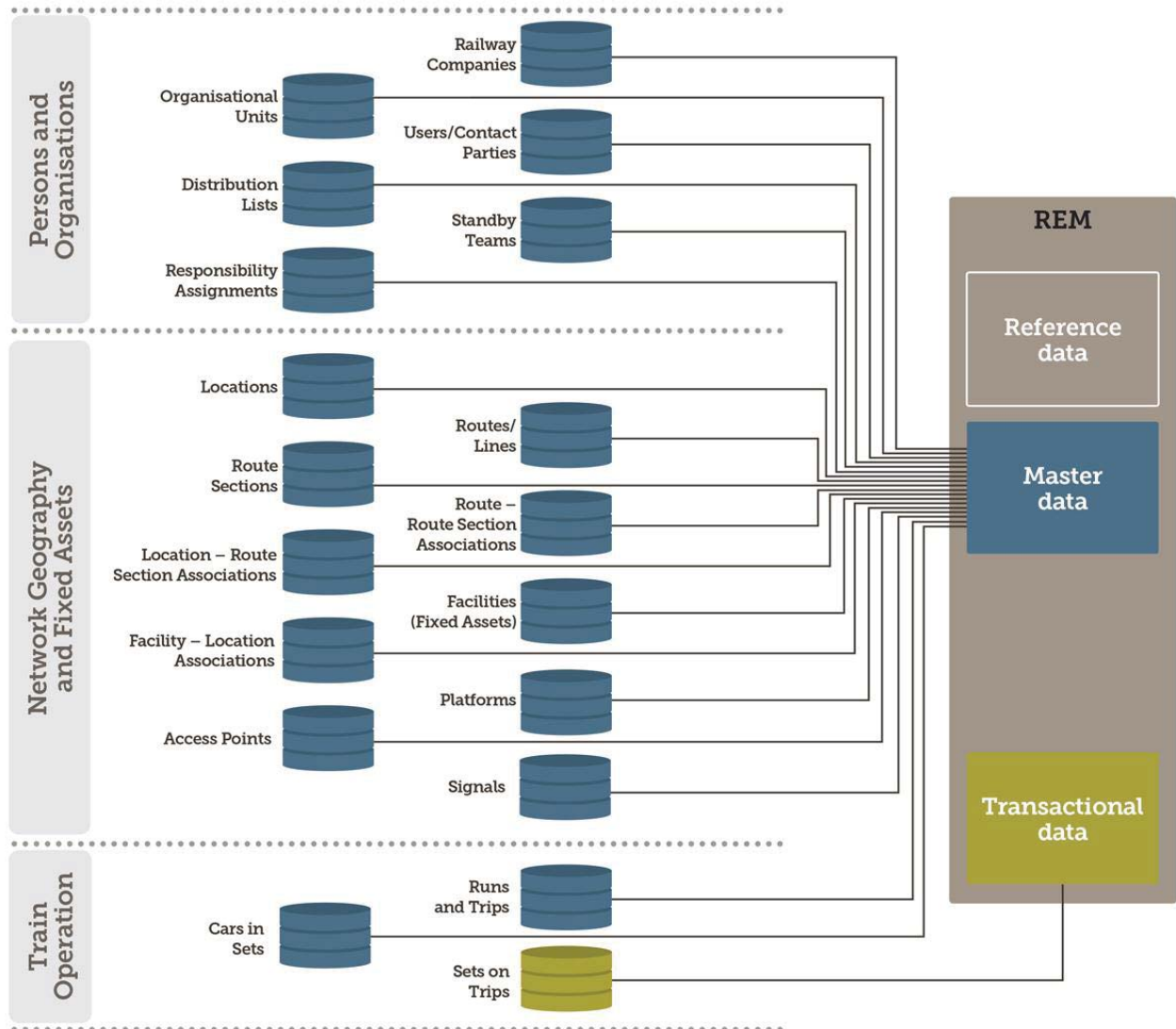
The purpose of the Data Profiling stream is to analyse, and assess the quality of, various current sources of data to be used by REM, so that for Release 1;

- appropriate master data sources can be selected
- requirements for data cleansing and transformation of master data can be established
- requirements for transformation of reference and master data references in transactional data can be established.
- Requirements for mapping sources of data to target databases including the DMA and REM.

3.2 Context

The following diagram depicts master datasets (and one transactional dataset) that are used by REM or that have been specified in version 0.6 the DTBRS (Detailed Technical Business Requirement Specification) published on 27/11/2015. Note that:

1. Information on Access Points will be provided as images associated with Stations
2. Platforms and Signals will be managed as specific types of Facility (Fixed Asset).



This diagram divides REM data requirements into:

- Reference data – lookup data which will rarely change and may be configured directly in REM.
- Master data – data that is likely to change and is likely to be synchronised into REM from another system. Master data represents key organisational entities and as such may be considered for management in a Master Data Management (MDM) solution.
- Transactional data – data that represents events, such as Incidents, both into and out of REM.

It is understood that most datasets are held in relational databases, though other forms are possible. Each dataset may be held in one or more than one physical database (or none), and may therefore

- have a single plausible source of data;

- have multiple candidate sources of data;
- be distributed across several sources; or
- not currently exist in any database.

4. Our Solution

4.1 Methodology and Approach

4.1.1 Stages

The Data Profiling assignment will comprise four stages:

1. Plan – prepare for the analysis
2. Analysis – perform the main body of work
3. Data Management Area Design – develop a data model of the business objects represented by the master data
4. Close – support, summarise and present.

This Statement of Work also includes an outline proposal for an additional Data Management Area Build stage.

4.1.2 Cycles

Stage 2 (Analysis) is divided into seven cycles. Each cycle will consist of

- a) a planning meeting which will be attended by all Working Group members and dependant parties. This meeting will be used to plan the next two weeks and may include clarification and prioritisation of tasks.
- b) the analysis phase where databases are assessed for use.
- c) a formal outcomes document and presentation to the Working Group and Release 1 Integration Team to explain the findings from the cycle, including proposed resolutions to data blockers affecting the REM Configuration and Integration Team.
- d) a follow-up meeting to review what worked well and what needs improvement.

The following chart illustrates the project approach and is explained in detail below. For the avoidance of doubt, figure 1 is illustrative only and shall not be construed as a project schedule.

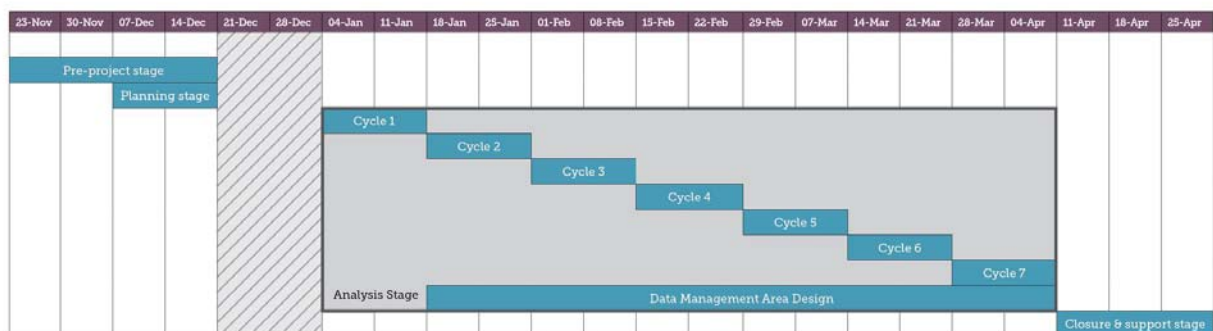


Figure 1

4.1.3 Duration

The majority of the work in Stage 1 (Plan) is anticipated to take two weeks.

Stage 2 (Analysis) will be time-boxed as follows:

- a) It will consist of seven cycles.
- b) The duration of each cycle is fixed at two working weeks.

- c) Resources are described below.
- d) The scope is variable – this is controlled by the Working Group with responsibility for prioritising the datasets to ensure that those of higher importance and risk are analysed first with oversight provided by the Data Profiling Steering Committee.

The project is expected to commence on 16 November 2015 (the commencement date) and end on 29 April 2016.

The scale of the work is impossible to predict thereby resulting in the parties agreeing to a time boxed effort and prioritisation of tasks. Any additional work will be negotiated between the parties and addressed as a variation to the Implementation and Maintenance Agreement.

The objectives of this approach are to

- a) fast-track the data analysis activity as completion of the Release 1 Detailed Design and Build are dependent on it; and
- b) provide flexibility and value – as the alternative of guaranteeing all datasets are analysed may require a prohibitive contingency to be built into the estimates.

Stage 3 (Data Management Area Design) is anticipated to take 12 weeks of elapsed time and will run in parallel with Stage 2 (Analysis).

Stage 4 (Close) is anticipated to take two weeks.

4.1.4 Initiation Activities

The Data Profiling Team will need to undertake the following activities to inform the main analysis activity. Not all of these initiation activities are required at the start of the project but access to high-priority databases/documentation/contacts is advised to be provided at the start of the analysis stage.

1. Identify custodians and key technical/analyst contacts for the candidate source database(s) for each master dataset, as well as each system from which REM will obtain Notification data or to which REM will supply Incident data directly (other than through the shadow database). Ensure they have a remit to help.
2. Assemble documentation for each candidate source database and interface system, including data dictionaries (and entity relationship diagrams if available).
3. Determine membership of the following master datasets:
 - a. Locations, in terms of
 - i. geographical boundary, e.g. all of NSW or the InterCity network (bounded by Dungog, Scone, Bathurst, Goulburn, Bomaderry)
 - ii. types of Properties/buildings
 - b. Routes (Lines)
 - c. Route Sections
 - d. Facilities (Fixed Assets)
 - e. Railway Companies
 - f. Standby Teams.
4. Determine inclusion in Release 1 of the following datasets:
 - a. Facility – Location Associations
 - b. Platforms at Stations
 - c. Access Points at Locations
 - d. Signals between pairs of Stations
 - e. Runs and Trips
 - f. Cars in Sets
 - g. Sets assigned to Runs/Trips.
5. Establish connections/locations.

6. Establish read-only access to databases.
7. Establish read-only access to applications where possible (this will help to visualise how the data is used).
8. Agree the tools that will be required to carry out the assessment & arrange their installation.

Duration:

- a) Three weeks.

Milestone at the end of the stage:

- a) Approach is approved – ready to commence planning.

Resources:

- a) The Customer IT – provision of tools and access to databases and applications.
- b) The Customer data custodians and technical/analysts – provision of database and system documentation.

4.1.5 Stage 1: Planning

1. Initiate project, including confirmation of objectives, scope, roles & high-level project plan.
2. Compile a prioritised dataset inventory.
3. Define data quality criteria.
4. Define findings/recommendations template.
5. Where known, document which data elements are the source-of-truth in which datasets.
6. Document the above approach in detail and present to the Working Group for feedback and endorsement.
7. Test data connections/locations.

Milestone at the end of the stage:

- a) Planning is complete – ready to commence analysis.

Duration:

- a) Two weeks.

Resources:

- a) Data Profiling Team – core work.
- b) Release 1 Integration Team/Frequentis REM Team – assistance with gathering information about, access to, and prioritisation of the datasets.
- c) Working Group – participation in the walkthrough of the approach to the Planning Stage and Analysis Stage, provision of data custodians and technical/analysts for each dataset, prioritisation of the datasets.

4.1.6 Stage 2: Analysis

Assess each dataset in order of priority.

1. Workshop with data custodian and technical/analyst contact to understand dataset.
2. Assess quality of dataset.
3. Test each data set against each of the agreed data quality criteria (as defined in the Draft Data Management Plan / Draft Data Technical Analysis Outputs deliverables); the

Findings Report will document whether each data set meets or fails to meet each criterion and will provide supporting detail as appropriate.

4. Release regular and early drafts of findings with changes tracked.
5. Follow up with dataset custodian and technical/analyst to discuss findings.

Milestone at the end of the stage:

- a) Stage has ended with as much analysis completed as possible – ready to close.

Duration:

- a) Fourteen weeks.

Resources:

- a) Data Profiling Team – core work.
- b) The Customer data custodians and technical/analysts.
- c) Release 1 Integration Team – prioritise and review.

4.1.7 Stage 3: Data Management Area Design

In consultation with The Customer ROC architects and The Contractor architects, develop conceptual and logical¹ data models of the business objects represented by the master data, to specify the design that will illustrate how data can be delivered to REM from a Data Management Area solution.

Duration:

- a) Twelve weeks.

Resources:

- a) Data Profiling Team – selected member(s).

4.1.8 Stage 4: Closure

1. Support the final two weeks of the Release 1 Build Stage.
2. Finalise the summary report.
3. Finalise the Data Management Area Design approach document.
4. Present the report.
5. The Customer accepts deliverables.
6. Record lessons learned.

Milestone at the end of the stage:

- a) Task complete.

Duration:

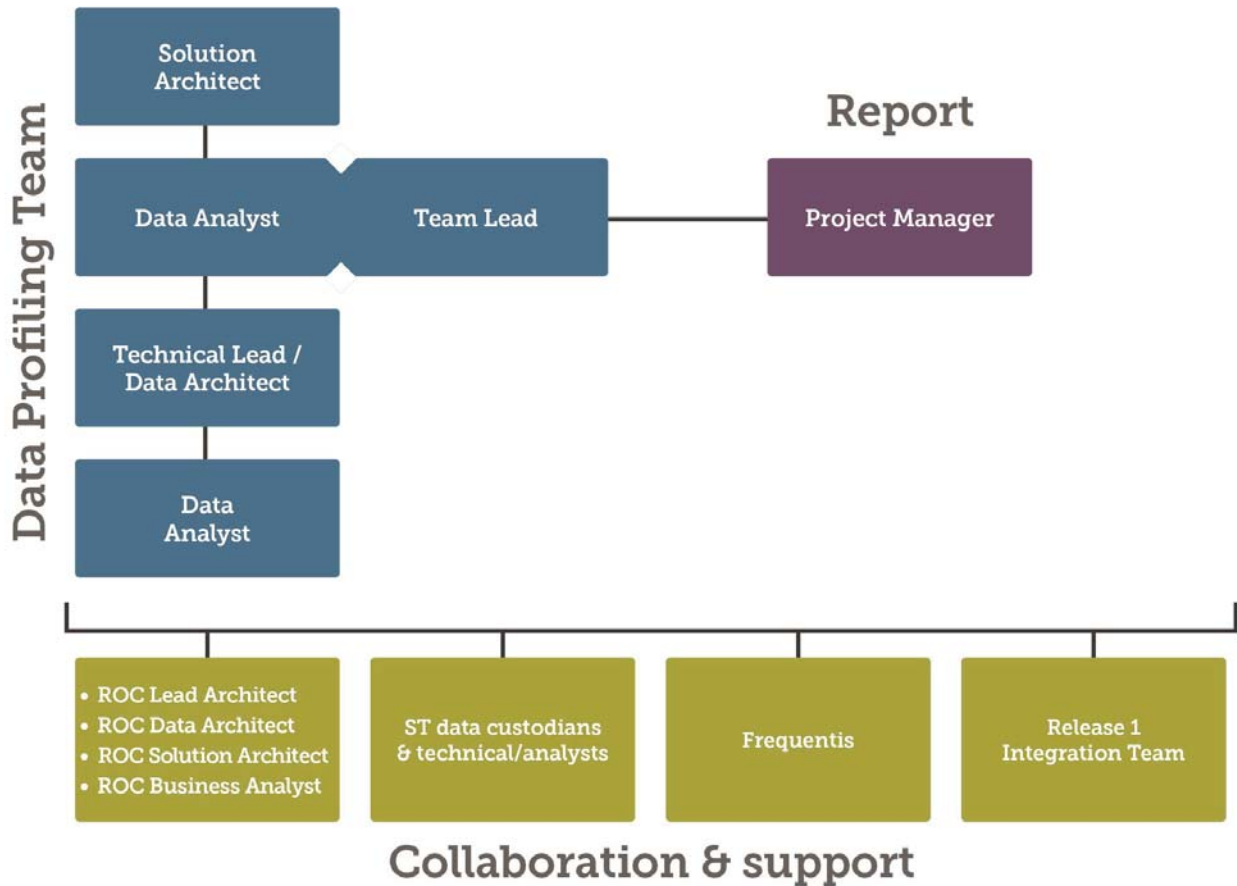
- a) Two weeks.

Resources:

- a) Data Profiling Team – core work.
- b) The Customer data custodians and technical/analysts, Working Group – final presentation, review and acceptance of deliverables.

¹ The logical data model will specify the name, meaning and primary key of each table, the name, data type, nullability and meaning of each column of each table, and the columns and referenced table of each foreign key.

4.2 Resource Structure



The Data Profiling team will comprise the following roles and responsibilities:

Role	Responsibilities	Resource
Team Lead / Data Analyst	Daily organisation of the team & tasks. Weekly reporting to the Contractor project manager. Escalation of issues immediately to the Contractor project manager. Analysis of datasets.	Daniel Scott
Technical Lead / Data Architect	Responsibility for the structure, quality and content of deliverables. Analysis of datasets. MDM design. Presentation of findings.	Graham Witt
Solution Architect	Analysis of datasets. MDM design.	Gaurav Jain
Data Analyst	Analysis of datasets.	Arun Muthiah

In addition, support may be sought from the Release 1 Integration Team and Frequentis consultants.

This profiling activity will require participation from The Customer:

Role	Responsibilities	Resource
ROC Lead Architect	Executive liaison with the Customer including escalation. Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Stefano Bianchini
ROC Release 1 Project Manager	Executive liaison with the Customer including escalation. Direction and assistance with obtaining information on and access to datasets.	Charlie Wahhab
ROC Data Architect	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Marcus Symington-Jones
ROC IMS Solution Architect	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Linley Kan
ROC Business Analyst	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Aaron Mathews
The Customer data custodians and technical/analysts	Provision of information (written and in-person) around each of the datasets. Provision of access to each of the datasets. Review of findings.	Multiple to be determined
The Customer IT	Provision of tools and access to each of the datasets.	To be determined

In addition, there will be oversight from The Contractor and ROC programme/project managers.

4.2.1 Data Profiling Working Group

The working group consists of

- a) Marcus Symington-Jones
- b) ROC IMS Architect
- c) Aaron Mathews
- d) Daniel Scott

- e) Graham Witt
- f) Gaurav Jain
- g) Arun Muthiah

The remit for this group is to work closely and regularly to produce the Data Profiling Stream deliverables. This team will meet formally at least once per week for the duration. Minutes are to be produced and shared with the Working Group and Steering Committee.

4.2.2 Data Profiling Steering Committee

The Steering Committee consists of

- a) Mark Pigot
- b) Bob Allum
- c) Stefano Bianchini
- d) Steve Keenaghan

The remit for this group is to provide oversight of the Data Profiling Stream and act as an escalation point if required. The group will convene as required at the request of the Working Group and will meet monthly as a minimum.

5. Scope

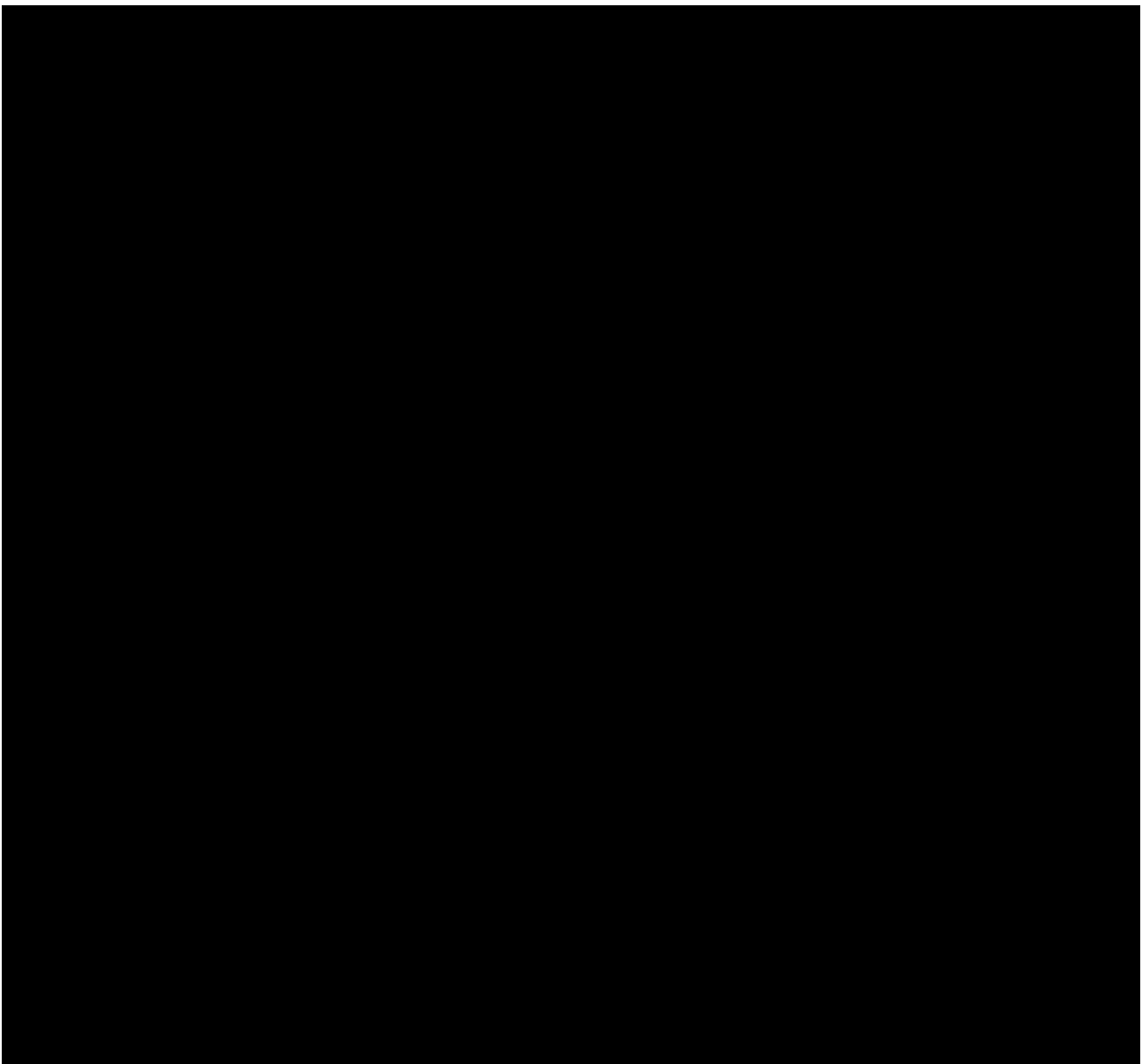
5.1 In Scope

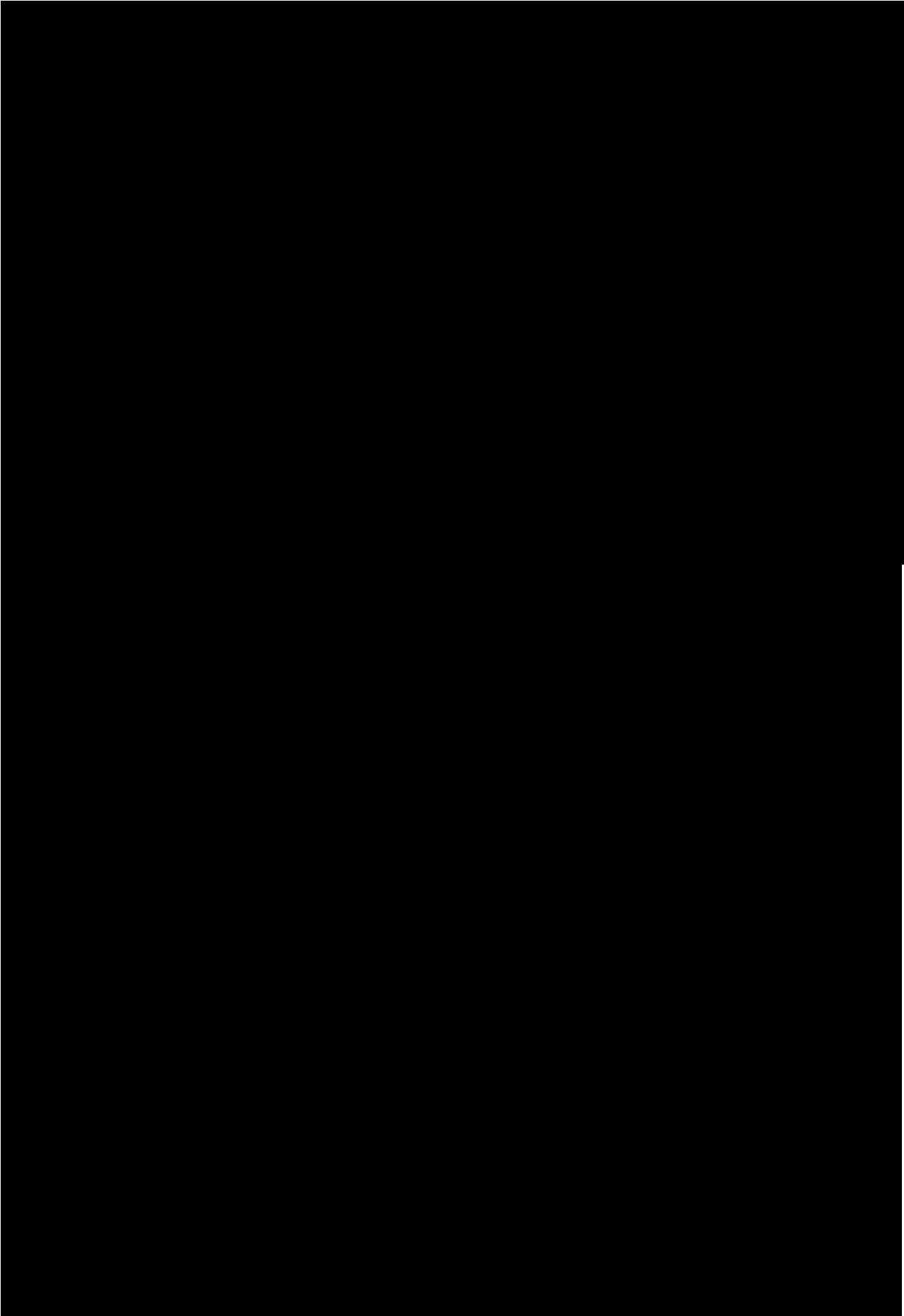
This proposal covers the Data Profiling Activity required to specify master data flows into the REM product for ROC Release 1 and analyse reference data and master data references in transactional data flows into and out of REM.

The lists of master datasets and transactional data flows in the following sub-sections represent an initial view of the overall scope. However datasets and data flows may be added to or removed from these lists as the project progresses. Whether those datasets or data flows are actually analysed will depend on priority and available time within the cycle

The work described in this document is outside the previously agreed scope of work of the Systems Integrator for the ROC Technology Solution, thus the estimate for this work has not been included in The Contractor BAFO Submission for the Implementation & Maintenance Phase.

5.1.1 Master Datasets





5.1.3 Findings Report

The structure of the report will be defined in the Planning stage. At a minimum it will

- a) Identify source and target data items;
- b) define data mappings and transformations required;
- c) define (with reasons) which dataset to use where there are multiple candidate sources of data;
- d) define how multiple datasets will be amalgamated where datasets are distributed across several sources; and
- e) take into account the volatility (rate of change) of each dataset profiled.
- f) Highlight non-existent, anomalous or erroneous data requiring further analysis

While the focus of this project is Release 1, should any findings relevant to later releases be discovered during the course of the project, these will also be documented in the report.

The report may be separated into constituent documents named *ROC Release 1 - Data Profiling Report – Dataset Name*. Documentation will be completed and released for review and approval throughout the project.

5.2 Out of Scope

- a) This project will not be analysing potential sources of any data required by systems being delivered in a later ROC release (e.g. DTTS or CIMS).
- b) Although this project will provide documentation at the end of each cycle and as a final report the cleansing required for those datasets that are profiled, it will not undertake the actual cleansing of any data. This is to ensure that as many datasets are profiled as possible in the time box.
- c) The Contractor is not responsible for cleansing data within source or downstream systems.
- d) Although the profiling exercise may result in some clean sample datasets, there is no obligation on this project to do so.
- e) This analysis project will not be responsible for designing or implementing the Application Master Data, the ROC Master Data and the SAP MDM Integration solution as detailed in the SAD IMS v1.0 document.

6. Assumptions, Risks & Dependencies

6.1 Assumptions

The following assumptions (which need to be validated by The Customer) have been identified and will need to be managed during the lifetime of the engagement; if the stated assumptions are incorrect, a Project Change Variation may result.

- There will be peer reviews and ROC reviews of all documentation produced. However data retrieval code (e.g. SQL) will not be reviewed unless it is especially complex or critical.
- Access to production datasets is available by the start of the first cycle. This may be in a non-production environment, in which case it is essential that the data reflects the quality of the production data.
- Where possible, access to datasets is available continuously during office hours for the duration of the profiling activity.
- Reasonable access to all stakeholders is available.
- Travel time to other Customer locations will not exceed 30 minutes in each direction.
- Any required tools are installed prior to the assessment stage. This may require analysts to have local administrator access on their laptops.
- Datasets are held in relational databases, fixed-width text files, delimited text-files or spreadsheets. We assume that we will not be analysing data streams such as web-service responses.
- Formal approvals are not required at the end of the planning stage to progress to the next stage.
- The profiling analysis phase is approved to start by 11 December 2015.
- The data profiling stage will be delivered iteratively with playback/review sessions to the agreed stakeholders at the end of each fortnight.
- Support will be provided by the Frequentis REM team as required.
- The Data Profiling team will work closely with the Release 1 Integration Team to ensure that efforts are not duplicated.
- The Customer will be responsible for licence costs for all required software.
- Where a stored data item is derived from other stored data using business rules, we may not verify the derived data item. To illustrate with a simple example: if a dataset stores revenue, cost and profit, we may not verify that the profit value has been correctly calculated. The rationale behind this assumption is that there may be complex business rules that are widely agreed to work correctly. It would therefore be a poor use of effort within the time box to review the complex business rules. Such exceptions will be reviewed with the ROC Architects.

6.1.1 Contractual Assumptions

- The Customer's governance framework will enable a timely decision-making process that does not impact the Project Schedule and timeframes.
- All stakeholders will adhere to The Customer governance framework for amendments, service variations and change management.
- Other contractor(s) will be contracted directly by The Customer as required
- This SOW shall be incorporated into the Final Contract under Module 9 Data Management and should therefore be read as an obligation under that Module. The Customer will manage the performance of the other contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- The variation procedures in Detailed Design PIPP will apply to any changes to scope, schedule or deliverables associated with this engagement.
- The parties agree to recalculate the price for the Data Profiling Activity in the event that the Data Profiling Activity results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- Any information reasonably requested by the Contractor from other contractors or The Customer that is required for the completion of the Deliverables will be provided within 2 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- The Project Stages, Deliverables, and start and end dates are contingent on the necessary resources, software and hardware being in place from the Customer by the agreed timelines.
- Resources that are assigned to this engagement by The Customer are able to represent the needs of The Customer for this engagement.
- All project deliverables subject to sign-offs will be reviewed by the dates agreed by all parties.
- The project plan and associated services estimates are subject to the terms of the Final Contract.
- Any Customer activities on which the project depends must be completed within the agreed timeline.
- The Customer will endeavour to work with the other contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule.
- The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in workshops.
- Rescheduling of workshops by The Customer that results in delays to the Project could result in change requests.
- Access to relevant policies and governance documents will be provided.

6.2 Risks

The following risks have been identified and will need to be managed during the lifetime of the engagement; failure to mitigate these risks may result in a Project Change Variation.

- Delays in project that impact on the Release 1 Build.
- Unavailability of ROC stakeholders, particularly given the proximity of Christmas and January holidays.
- Lack of documentation (or definitive understanding) of existing datasets. Provision of inaccurate information. Information being provided too late for the cycle.
- Delays in identifying the source datasets.
- Delays in the provision of access to datasets or lack of approval to access production-like datasets.
- Delays to setting up tools.
- Delayed approvals, including approval of this Statement of Work.
- Unexpected complexity in business rules that must be analysed.
- Analysis yields incorrect results.
- Analysis reveals unresolvable issues.
- Disagreement between SMEs on data definition such that data can be interpreted in more than one way.
- Datasets being in a format that the team do not have experience with or tools to analyse (e.g. non-relational).
- The fact that several datasets will eventually be sourced from SAP/EAM (the SAP/EAM project runs in parallel to the ROC project so may not provide a solution in time).

6.3 Dependencies

The following dependencies have been identified and will need to be managed during the lifetime of the engagement; failure to manage these dependencies may result in a Project Change Variation.

1. The Customer must provide the following in a timely manner:
 - a. data custodians and technical/analyst contacts for each dataset.
 - b. information on each dataset.
 - c. access to each dataset.
2. Technical specifications for transactional interfaces must be provided before work starts on transactional data.

7. Investment

7.1 Data Profiling

For Contractor resources, the estimated investment required to complete the data profiling scope of work is as follows:

Resource	Resource Category	Effort (days)	Rate	\$ (excl GST)
Team Lead/Data Analyst	Project Manager - Senior	98		
Technical Lead / Data Architect	Principle Architect/Senior Solutions Architect	86		
Data Architect	Principle Architect/Senior Solutions Architect	99		
Data Analyst	Database Architect	81		
			Total	

The above is a **Time and Materials** estimate and excludes GST.

7.2 Engagement Conditions

Acceptance of this proposal will result in a Project Change Request to include this activity and scope in the ROC Release 1 Build Scope and all activities and deliverables will be managed through the existing Contractor vendor engagement.

The Contractor will produce Time and Materials invoices at the end of each month with supporting Timesheets.

The Parties acknowledge and agree that the SOW scope and associated pricing shall be incorporated into the Implementation and Maintenance Agreement (referred to in the Detailed Design agreement as “the Final Contract”). The Contractor shall be entitled to submit, and receive payment for retrospective invoices to reflect the commencement date of this SOW.

Appendix A

Table 1 Schedule of Rates Ajilon Australia Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	[REDACTED]
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	[REDACTED]
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	[REDACTED]

ROC Program, Technology

ROC REM Data Configuration Stage

Proposal for Sydney Trains

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Document Control

Version	Date	Author	Changes
0.1-0.3	18 Nov 2015	Catherine Ohis	Initial draft
1.0	30 Nov 2015	David Hayward	Draft for release to Sydney Trains
2.0	14 Dec 2015	Steve Keenaghan	Finalised for release to Sydney Trains
3.0	29 Jan 2016	Steve Keenaghan	Added a Governance section and released to Sydney Trains

Signatories

Role	Name	Signature	Date
Project Director	Steve Keenaghan		
Technology Program Manager	Mark Pigot		

1. Introduction

Ajilon is pleased to respond to the invitation by Sydney Trains (ST) to provide professional services to support the data configuration of the REM product for ROC Release 1.

This work is an integral component to enable the REM system's operational capability for Release 1 and must be completed prior to ROC Release 1 UAT (preferably prior to ROC Release 1 SAT phase).

2. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

Data Configuration Team means the team tasked with configuring the REM IMS system. Ajilon has been given responsibility for leading this team with support from the Sydney Trains ROC Program Team, Sydney Trains Business Team members and Frequentis.

Detailed Design means the Contractor's design of its Solution that has been developed as a Deliverable under the Customer Contract.

Detailed Design Documents means each document that is developed by the Contractor as part of the Detailed Design Phase and approved by the Customer.

Detailed Design Phase means the phase of work that includes the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

DMC means REM Data Management Client

Environment has the same meaning as 'Customer Environment' in the Additional Conditions.

Entry Criteria means for a phase, the criteria that must be met before the Contractor is entitled to commence the work for that phase, as set out in this PIPP.

High-Level Design has the same meaning as the term in the Additional Conditions.

High Level Solution Design Agreement means the contract entered into between the Customer and the Contractor for the design services (which includes the High-Level Design) on or about 23 December 2014.

High Level Solution Design Documents means each document (including the High-Level Design) that is developed by the Contractor as part of the High Level Solution Design Phase and approved by the Customer as CSI.

High Level Solution Design Phase means the phase preceding the Detailed Design Phase.

Implementation & Maintenance Phase means the phase, for the implementation and maintenance of the Solution.

IMS means Incident Management System

IMS Contractor means Frequentis Australasia Pty Ltd (ABN 25 107 550 489).

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

REM means Rail Emergency Management

Release 1 means the implementation of and integration of REM IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

Requirements means the Initial Requirements as updated by the Updated Requirements.

ROC Technology Solution means the new technologies which will provide enhanced capability to improve key 'day of operations' processes

SME means Subject Matter Expert and are those individuals that provide specialist input to the data configuration of each key component of REM.

Sydney Trains' System Administrator means the role identified by Frequentis as the role that will carry out REM administrative tasks once the system is handed over to Sydney Trains as part of go-live.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Updated Requirements means the Initial Requirements that are updated in the Detailed Design Documents.

3. Our Understanding

3.1 Business Requirement

In Release 1 of the ROC program a new Incident Management System (IMS) will be implemented. The IMS solution involves the integration of the new Rail Emergency Management (REM) product into the business.

REM's Data Management Client (REM DMC) requires significant input to configure all data required to enable REM's operational functionality.

3.2 Methodology and Approach

3.2.1 Approach

The data configuration will be enabled by a team consisting of Business Subject Matter Experts (SMEs), Process analysts and System and Business/Data Analysts. Together this team will be equipped to ensure that the REM system is appropriately configured to enable Go-Live operations.

The high-level approach will be an iterative one, where a set of configuration requirements is the focus of a two (2) week cycle of planning, building the configuration, and validating the outcomes.

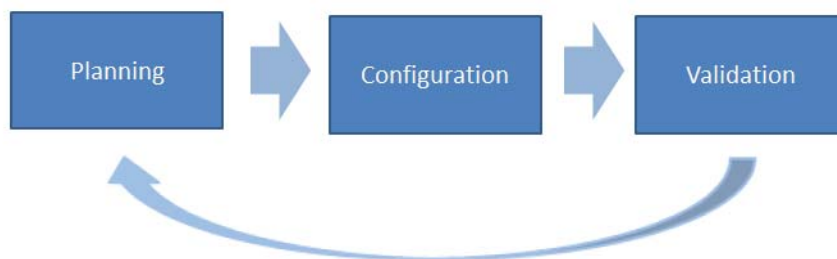


Figure 1: Iterative approach to configuration

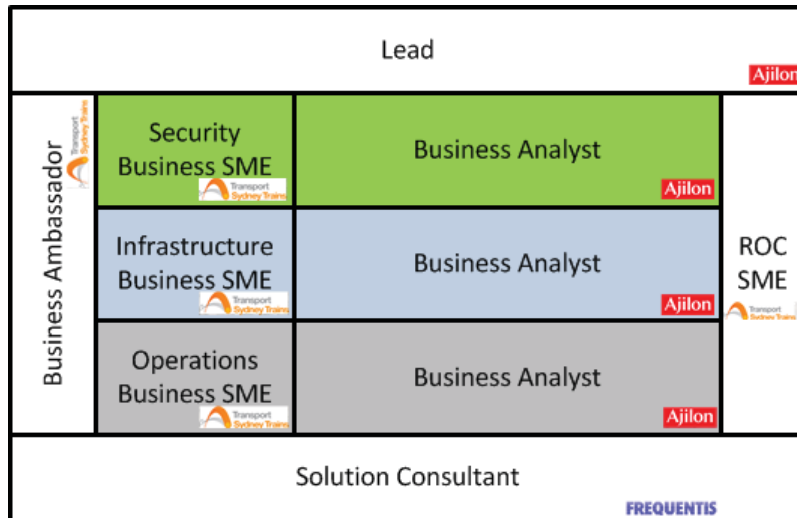
This approach will require

- Planning of the overall delivery
- An understanding of the pre-requisites for each iteration
- Documented validation of the configuration at the end of each cycle.

Once the data configuration is complete and ready for the Pre-Production environment, the team will then support the SAT, SIT, UAT, and e2e test activities.

3.2.2 Functional Structure

The Data Configuration team structure:



This functional structure is based on the primary sources of incident management expertise at Sydney Trains (note: it does not represent an organisation team structure). The specific Business SMEs required will be reviewed as part of the planning for each cycle.

Role descriptions for the Data Configuration Team:

Role	Description	Organisation
Business Ambassador	Responsible for providing business related information from the perspective of the business units who will ultimately use REM. Accountable for the Configuration Validation.	Sydney Trains
ST Business SME(s)	Provides specialist input to the data configuration of each key component of REM (Security, Infrastructure and Operations). They are responsible for the Master Data Type 1 configuration, that is more process related, such as: Incident Categories, Incident Forms, Incident Chapters / Checklist , Alerting Distribution List etc. Responsible for the Configuration Validation.	Sydney Trains
REM Consultant	Provides product expert knowledge, support and training on how the REM product needs to be configured.	Frequentis

Role	Description	Organisation
Business Analyst	Responsible for the Master Data Type 1&4 configuration, such as: Users/Roles, Authorisation Groups, Contacts/Alerting, Contacts, Distribution lists, Responsibility Assignments etc. Note this role will be needed for on-going data management during the whole life cycle of REM.	Ajilon
ROC SME	Responsible for providing SME knowledge on the agreed To-be business process that will drive the REM product.	Sydney Trains
Lead	Responsible for managing the delivery of the data configuration stages.	Ajilon

3.3 Scope

This proposal covers the ROC REM Data Configuration required to support the data configuration of the REM product for ROC Release 1.

These tasks are identified in the following section in more detail.

The work described in this document is outside the previously agreed scope of work of the Systems Integrator for the ROC Technology Solution, thus the estimate for this work has not been included in the Ajilon BAFO Submission for the Implementation & Maintenance Phase.

3.3.1 Data

The data requirements and data sourcing will already have been defined by the ROC Data Architect.

Frequentis define four (4) different types of master data in REM:

Master Data	REM DMC characteristics	Examples
Type 1	<ul style="list-style-type: none"> Can be fully maintained in REM DMC Initial manual import recommended but not required (depending on amount of data) 	Incident Categories, Contact data, User data, Automatic Informing Rules
Type 2	<ul style="list-style-type: none"> Displayed read only in REM DMC (imported from another system) Periodic manual or automated import required 	Delay Code data, Railway Company data
Type 3	<ul style="list-style-type: none"> Not displayed in REM DMC Periodic manual or automated import required 	Facility data
Type 4	<ul style="list-style-type: none"> Only a subset of attributes can be maintained in REM DMC (mainly imported from another system) Periodic manual or automated import 	Location data

	required	
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This Data Configuration stage will focus on the Type 1 and Type 4 master data, which require set up and maintenance in REM DMC and will be reliant on the expertise of Sydney Trains Subject Matter Experts (SMEs), and facilitated by Ajilon.

3.3.1 High Level Overview of Master Data Importation and Configuration for ROC

Figure 2 below indicates the data configuration activities which are required for the implementation of REM. Those related to this Data Configuration Stage are highlighted in Orange.

In this diagram, the first column indicates the importation of a subset of master data with the assistance of Frequentis. In the second column, this task has been handed over to a Sydney Trains' System Administrator (if available), or will be handled by the Data Configuration Team, who will import the full set of data into REM.

The importing of master data is required to enable any REM configuration relating to that data.

3.3.2 Data Configuration Stage Overview

The Data Configuration Stage will include the:

- planning,
- definition and
- execution of all configuration and validation required in REM DMC to enable REM's go-live for Release 1.

Once the configuration has been completed and is in the Pre-Production environment, the Data Configuration Team will support the test activities, and enable any required configuration changes identified during the testing process.

The client will have the option of continuing this support post Go-Live for Release 1 (not costed in this proposal).

RACI information is identified against each task.

	Overview Items	Description	Ajilon	Frequentis	Sydney Trains
1.	Training in REM EMC and REM DMC	Enable the team to understand the configuration needs and impacts.	C	A,R	C
2.	Confirm ST data requirements and sources	The team will confirm that the defined data is appropriate, and escalate any concerns regarding gaps, constraints or issues	R	C	A,R
3.	Plan configuration structure	The flexibility of the REM product means that the configuration can be setup in a variety of ways. It is vital that the base structure of the configuration is ideal for the ST needs into the future	R	R	A
4.	Plan iteration cycles	Identify the configuration tasks which can be incorporated into the future cycles, and the associated validation required.	A	R	C

	Overview Items	Description	Ajilon	Frequentis	Sydney Trains
5.	Configuration of REM Demonstrator system	Configuration of data elements and screen display elements in REM, taking into account any pre-requisite data imports.	R	R	A
6.	Validation of the configuration structure	Provide confirmation that the system will operate appropriately with the defined configuration structure.	R	R	A
7.	Configuration Support in Pre-Production	Supporting the Pre-Production environment test activities, responding to configuration change requests	A,R	C	C

3.3.3 Master Data Configuration Tasks Detail

Some data configuration components must be defined before others. The lists below provide an indication of the order in which the data import and data configuration tasks should occur. In the Planning component of the Data Configuration Stage, these configuration tasks will be assessed to identify how best to define iterations.

Note that the import of data (identified in Tables with Green headings) is a pre-requisite to the Data Configuration tasks.

Part 1: Data import	
Provided by Sydney Trains. This must be imported into REM prior to Configuration. (The Data Configuration Team will import from Excel into REM)	
Data	Tool
Organisational unit (data import)	EXCEL
Contacts (data import)	EXCEL
Locations (data import)	EXCEL
Delay-codes (if applicable), and priorities (data import)	EXCEL
RailwayCompany (data import)	EXCEL
FunctionalRole (data import)	EXCEL
Rail network data	
Routes (logical Lines)	EXCEL
Route-sections (data import)	EXCEL
Route to Route-sections (data import)	EXCEL
Locations to Route-sections (data import)	EXCEL
At least one End User and role to start configuration	DMC

Part 2A: Manual Data Maintenance	
Data Configuration Team trained in REM EMC and REM DMC	
Data	Tool
Check imported data	DMC
Create AuthorisationGroup, role, and user for data maintenance	DMC
Admin user with all rights (Poweruser)	DMC
Contacts + alarming contacts + standby teams + standby client (REM WebPortal)	DMC
Creation of responsibility model	
Hierarchy types and Responsibility type (Incl. the assessment of Areatype "Region")	DMC
Create OccupationalGroupTypes	DMC
Create and configure OccupationalGroups	DMC

Create Standby teams and alerting distribution lists.	DMC
Grant rights for REM Web-Portal to all users maintaining the Standby teams.	DMC
Responsibility assignment: Creation of responsibility structure according to locations (stations) and tracks.	DMC

Part 2B: Manual Data Maintenance	
Data Configuration Team, specialised in processes and incident management workflows	
Data	Tool
Maintaining Alerting-contacts for contacts to be alerted	
1. Assign Alerting-contacts to profession-groups	DMC
2. Assign Alerting-contacts to Standby teams	DMC
3. Assign Alerting-contacts to Alerting-Lists	DMC
4. Maintain Assign Alerting-contacts within the REM Web-Portal	DMC
Maintaining Distribution lists	
1. Assigning distribution lists to the responsibility areas	DMC
2. Creating distribution lists and assign contacts to them	DMC
3. Create distribution lists for alerting rules and assign contacts to them	DMC
4. Create the alerting rules (active from that moment on!)	DMC

Part 2C: Manual Data Maintenance	
The following tasks can then be carried out by the Data Configuration Team	
Data	Tool
Create responsibility matrix: Distribution list / Standby teams/ Contacts to Responsibility areas	DMC
GUI configuration	
Create Incident categories	DMC
Create Incident workflow	DMC
Create chapters and checklists	DMC
Hyperlinks	DMC
Check functions and qualifications of staff	DMC/EMC
Check organisations and partners	DMC/EMC
Create and configure the visibility and read/write access for the remaining roles	DMC
Create and configure the remaining roles	DMC
Create and configure the remaining users	DMC
Telephone configuration	DMC

Workstation mapping to telephone number (for SMS and email reference)	DMC
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Part 3: Data Import*	
After the main configuration is complete, when another import is required from Sydney Trains. It is expected that the Data Configuration Team will import the data from Excel into REM.	
Data	Tool
Facilitytypes	DMC
Facility	DMC
FacilityToLocation	DMC
Facilitypart	DMC
Facilityfault and reason/type	DMC

*Please note, that a completed list of incidents and incident categories needs to be available and configured in the system, before this import can be performed.

Part 4: Manual Data Maintenance	
After the second data import is complete, the following tasks need to be carried out by the Data Configuration Team	
Data	Tool
Check imported data	DMC

3.4 Out of Scope

1. Identification of source systems.
2. Extraction of sample data from ST systems.
3. Post Release 1 Go-Live configuration maintenance activities.

4. Assumptions, Risks & Dependencies

4.1 Assumptions

The following assumptions (which need to be validated by ST) have been identified and will need to be managed during the lifetime of the engagement; if the stated assumptions are incorrect then this may result in a Project Change Variation.

1. The data configuration stage will be delivered iteratively with playback/review sessions to the agreed ST stakeholders at the end of each fortnight.
2. The lead will be managed by the ROC Release 1 Systems Integration PM.
3. The team cannot deliver the data configuration stage without the input of Business SME's as they provide fundamental knowledge of the ST business rules & data.
4. Each member of the team will require three (3) days of REM training.
5. The Business Ambassador will be required as a part-time resource for the duration of the data configuration stage.
6. One Business SME will be required from each main incident management group at Sydney Trains. (i.e. one SME from the ST security business unit, one from ST Infrastructure etc).
7. The Business SMEs will need to be available at least 3 days a week. It is not expected that each SME will be required for whole duration of the data configuration stage.
8. The Business SMEs will have decision making ability to guide the configuration of REM.
9. The ROC SME will form part of the team and will have detailed knowledge of the agreed Future State business processes.
10. The team will be co-located close to the business, for example at the RMC.
11. While Data Configuration tasks will continue to be required post REM Go-Live, this proposal does not cover any Post Go-Live activities.
12. Data needs for REM and data sourcing will have already been defined by the ROC Data Profiling Team (currently subject to a separate SOW)
13. Imported data from ST source systems is available as required.
14. The Import of Data is a pre-requisite to the entry of Configuration details.
15. Any source data integrity issues are the responsibility of Sydney Trains.
16. Data Configuration and Maintenance needs post Go-Live are not included in the scope of this document.
17. The configuration of REM chapters and checklists is reliant on the accuracy and clarity of the future state incident management business processes. Gaps in those business processes may impact the ability to configure REM to meet the business needs.
18. Backups of the REM data and configuration will regularly be stored during the configuration stage, to enable a rollback to a previous set of configuration if required.

19. Configuration will be validated during the Data Configuration Stage, however the overall testing of the REM configuration will occur during the UAT cycle.
20. The REM Demonstrator system will be available for configuration
21. Three sets of the REM desktop hardware requirements will be available so that three users can use REM concurrently.
22. Ajilon will provide the Team Lead and 4 Business/Data Analyst roles.
23. The Data Configuration Stage will commence on or before 14 December 2015.
24. The Data Configuration Stage must complete before UAT commencement on 1 July 2016.
25. Access to existing organisation incident data will be made available as required.
26. The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
27. All stakeholders will adhere to the Sydney Trains governance framework for amendments, service variations and change management.
28. Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
29. The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
30. Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
31. The parties agree to recalculate the price for the Data Configuration Stage in the event that the Data Configuration Stage results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
32. Subject to point 27, the Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware being in place from the Customer by the agreed timelines.
33. Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
34. All project deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
35. Prior to the start of each 2 week stage the detailed planning, deliverables, resources and entry and exit criteria have been agreed by all parties.
36. Any key Customer Project dependencies must be completed within the agreed timeline.
37. The Customer reasonable endeavours to work with the other contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule.
38. The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in workshops.

39. Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.

4.2 Risks

The following risks have been identified and will need to be managed during the lifetime of the engagement; failure to mitigate these risks may result in a Project Change Variation.

1. Delays in project impacting on the development of the REM configuration.
2. Lack of understanding of the impact of configuration on the final product.
3. Unavailability of business SME resources.
4. Unavailability of existing organisational data, or the lack of a defined source.
5. Delays in identifying the source datasets
6. Delays in the extraction of Sydney Trains data for importing into REM.
7. Proposed configuration solutions/structures not agreed in a timely manner.
8. Affected stakeholders are unable to attend engagement sessions to provide input into the development of the solutions and are unsure of the potential changes

4.3 Dependencies

The following dependencies have been identified and will need to be managed during the lifetime of the engagement; failure to manage these dependencies may result in a Project Change Variation.

1. A location close to the business needs to be identified and provided, for example at the RMC.
2. Level 4 processes have been developed and approved
3. Collaboration from ST and affected operational business units
4. Data profiling of source data
 1. Identification of source systems
 2. Mapping of source data to destinations in REM
 3. Cleansing of data
5. A REM Demonstrator system is available for Configuration.
6. Five (5) sets of the appropriate REM desktop hardware items including Screen, keyboard, mouse, are available to the Data Configuration team, so that 5 REM users can be using REM concurrently.
7. At least a High Level view is available to guide the configuration. Examples of elements required to guide configuration, include
 1. The required REM user Roles are identified
 2. Incident categories are defined

3. The Responsibility Model is defined and identifies who should have visibility of an incident.

If this information is not available, the Data Configuration team will need to work with the Business to define how the system should be configured (this will delay progress if business access is not possible until February 2016).

5. Governance

A Working Group will be established to provide Governance for this stream of work. The Working Group will establish a planning activity which will be attended by all Working Group members and dependant parties. This activity will be used to plan the next two weeks and may include clarification and prioritisation of tasks.

The Data Configuration team will be coordinated by the Ajilon project lead and managed by the ROC Release 1 Systems Integration PM with overall responsibility for this activity with the ROC Technology Project Manager.

The data configuration build will be delivered iteratively with playback/review sessions to the agreed ST stakeholders at the end of each fortnight.

5.1 Data Configuration Working Group

The working group consists of

- a) Charlie Wahhab (ROC Technology PM)
- b) Joe De-Lima (Data Configuration Team Lead)
- c) Catherine Ohis (Data Configuration Business Analyst)
- d) David Hayward (ROC Release 1 Systems Integration PM)
- e) Danny Berghofer (Data Configuration Business Ambassador)

The remit for this group is to work closely and regularly to produce the Data Configuration build. This team will meet formally at least once per week for the duration. Minutes are to be produced and shared with the Working Group and Steering Committee.

5.2 Data Configuration Steering Committee

The Steering Committee consists of

- a) Mark Pigot
- b) Bob Allum
- c) Stefano Bianchini
- d) Steve Keenaghan

The remit for this group is to provide oversight of the Data Configuration Stream and act as an escalation point if required. The group will convene as required at the request of the Working Group and will meet monthly as a minimum.

6. Benefits

The Data Configuration Stage will directly contribute to the ability of REM to be operational for Release 1.

REM has been chosen by Sydney Trains as a product which will support the strategies of TfNSW, Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of **“putting the customer at the heart of everything we do”**.

The ROC Vision includes the incorporation of

- Better coordination, communication, and management
- The Delivery of consistent, accurate, timely and up to date information to customers
- Enabling faster incident resolution and service recovery
- Supporting the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy, and future business model changes

As the ROC Program’s Incident Management technology solution, REM will contribute to improvements in incident resolution and communication. This will only be possible with the appropriate data configuration of the system.

7. Investment

For Ajilon resources, the investment required to complete the above scope of work is as follows:

Resource	Effort (days)	Rate	\$ (excl GST)
Team Lead x 1	172		
REM Business Analyst x 1	169		
Data Analyst x 1	169		
Data Entry x 2	338		
Total			

The above is a **Time and Materials** estimate and excludes GST.

Acceptance of this proposal will result in a Project Change Request to include this activity and scope into the ROC Release 1 Build Scope and all activities and deliverables will be managed through the existing Ajilon Vendor engagement.

Ajilon will produce Time and Materials invoices at the end of each month with supporting Timesheets.

The Parties acknowledge and agree that the SOW scope and associated pricing shall be incorporated into the Implementation and Maintenance Agreement (referred to in the Detailed Design agreement as “the Final Contract”). The Contractor shall be entitled to submit retrospective invoices to reflect the commencement date of this SOW.

8. Why Ajilon?

Ajilon has worked collaboratively with the Sydney Trains Technology Stream to successfully deliver the ROC Technology Stream High Level Solution Design. Ajilon has also worked with ST to deliver the following during the ROC Release 1 Detailed Design phase:

Services

- Implemented and performed all the Project kick off activities.
- Conducted all necessary workshops with the Customer and its relevant stakeholders:
- Reviewed and analysed existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design Phase.
- Developed a Detailed Design for the ROC Technology Solution IMS Release 1.
- Conducted playback sessions with the Customer and all relevant Customer stakeholders.
- Conducted a risk management workshop with all relevant Customer stakeholders to identify and agree on risks to the ROC Technology Solution IMS Release 1.
- Provided the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Detailed Design Phase.

The resulting detailed domain knowledge and proven approach and engagement model means that we are the ideal option to provide ongoing services above and beyond the previously agreed scope.

Module 6 – Contractor Services

Version 3.1

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[Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills on a “body shop” or “contractor” basis where the Customer is supervising the persons work on a regular basis.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.]

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 6** form part of the Customer Contract when the Parties state that the Contractor Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

- 1.1 Contractor Services** means the services that are supplied to the Customer by the Contractor to perform the Role, such services to be performed by certain IT Personnel selected by the Customer.
- 1.2 IT Personnel** means the person(s) that is performing the Contractor Services.
- 1.3 Role** means a position that is required by the Customer that is defined by the key criteria for that role, including:
- (a) the description of the Role;
 - (b) the skills, experience and competencies required of the person fulfilling the Role; and
 - (c) the reporting structure and stakeholders relating to the Role;

as are agreed by the Parties under clause 3.2, and as may be varied under clause 3.4 or otherwise as agreed in writing.

INTERPRETATION

- 1.4** Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Period of Contractor Services

- 2.1** The Contractor Services must be provided during the Contract Period or such other period agreed in writing.
- 2.2** The Customer may terminate the supply of the Contractor Services by giving 10 Business Days' Notice in Writing to the Contractor.
- 2.3** Notwithstanding any other provision in the Customer Contract, the Contractor acknowledges and agrees that the Customer's obligations to make any payments under the Customer Contract for the provision of the Contractor Services or any associated expenses related to the provision of the Contractor Services shall cease after expiry of the notice period stated in clause 2.2.

CHANGE REQUESTS

- 2.4** The Customer may request a variation of the Contractor Services, including an extension of the Contract Period, by issuing a Change Request and following the procedure in Schedule 4 – Variation Procedure.

3. Scope of Contractor Services

SCOPE

- 3.1** The Contractor agrees to supply the Contractor Services to the Customer in accordance with the Customer Contract.

CONTRACTOR SERVICES

- 3.2** The Parties will agree the details of the Contractor Services on the Module Order Form, including:
- (d) the details of the Role(s);
 - (e) how long the Contractor has to identify potential IT Personnel;
 - (f) whether the Contractor is being engaged to provide the Contractor Services for that Role on an exclusive basis;
 - (g) the arrangements for advertising for the Role, including:
 - (i) what type of advertising is to be conducted by the Contractor and/or the Customer, if any;
 - (ii) who is responsible for the costs of any advertising, and when those costs will be paid;
 - (iii) if the Customer gives its consent to the Contractor to allow the Contractor to refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement. The Contractor must not refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement without such consent;
 - (h) the details of the:
 - (iv) period of the Contractor Services; and
 - (v) Price (e.g. whether the Price is calculated on an hourly or daily basis, and any minimum periods) and any expenses; and
 - (i) whether the Contractor is required to undertake the reference checks of short listed potential IT Personnel.
- 3.3** Unless stated otherwise on the Module Order Form, the Contractor must:
- (j) comply with the Service Levels (if any) when responding to a Customer request for IT Personnel;
 - (k) use its best efforts to source and nominate IT Personnel that the Contractor believes are suitable for the Role;
 - (l) act as the liaison between the IT Personnel and the Customer to arrange interviews, meetings and other communications;
 - (m) use reasonable efforts (which may be met by obtaining written confirmation from the IT Personnel concerned) to verify for each IT Personnel that is put forward by the Contractor that:

- (vi) to the best of the Contractor's knowledge, the IT Personnel has not been convicted of a crime which carries a jail term of more than 5 years, and which is not a spent conviction;
 - (vii) the IT Personnel is under no contractual or other restriction which might prohibit or inhibit their capacity to perform the Contractor Services;
 - (viii) the IT Personnel is lawfully entitled to provide the Contractor Services;
 - (ix) the IT Personnel, in the reasonable opinion of the Contractor, holds all necessary qualifications, skills and experience necessary to fill the Role;
- (n) interview each potential IT Personnel and form a view as to the person's suitability for the Role, such interview may be conducted by telephone unless stated otherwise on the Module Order Form;
- (o) submit a current resume for each potential IT Personnel that the Contractor is putting forward to the Customer for consideration and any additional information that the Contractor considers relevant to the application; and
- (p) provide the Customer with a written report describing the IT Personnel for any particular Role and addressing the requirements stated in the Customer's requirements for the Role.
- 3.4** The Customer must promptly provide the Contractor with written notice stating whether potential IT Personnel is suitable to perform the Contractor Services for the Role. If either Party wants to vary the Role and/or the Price, then the Parties will use their best efforts agree a revised Role and/or Price. If a new Role and/or Price is agreed, the Contractor will document the new Role and/or Price and provide the Customer with a copy of the updated Role and/or Price, and this updated Role and/or Price will supersede the previously agreed description of the Role and/or Price.
- 3.5** If the Customer provides the Contractor with written notice that the IT Personnel is suitable to provide Contractor Services for the Role then:
- (q) the Contractor will use its best efforts to engage the IT Personnel so that the Contractor may supply the IT Personnel to the Customer to provide the Contractor Services. Under no circumstances is the Contractor liable to the Customer if the IT Personnel is no longer available or refuses to accept the Role (at a fee agreed between the Contractor and the IT Personnel) with the Customer;
 - (r) where the IT Personnel agrees to accept the Role and perform the Contractor Services (at a fee agreed between the Contractor and the IT Personnel), the Contractor must supply the IT Personnel to perform the Contractor Services during the remainder of the Contract Period for the Price. For the avoidance of doubt, the IT Personnel who is providing the Contractor Services will be employed by, or subject to a subcontract with, the Contractor, and the Contractor will supply the IT Personnel to the Customer under the Customer Contract;
 - (s) the Contractor must require that any IT Personnel who is performing the Contractor Services complies with any directions of the Customer as to the nature and scope of the Contractor Services, including working during normal working hours of the Customer, unless otherwise notified by the Customer;
 - (t) the Contractor must require that the IT Personnel supplied to perform the Contractor Services use their best efforts to promote the interests and welfare of the Customer;
 - (u) the Customer must diligently control, manage and supervise the work performed by the IT Personnel throughout the Contract Period, and must promptly provide written notice to the Contractor concerning:

- (x) the performance of the IT Personnel; and
- (xi) any issues that may impact the relationship of employer and employee, or prime contractor and subcontractor, between the Contractor and the IT Personnel;
- (v) the Contractor and the Customer must not represent that the IT Personnel are the employees, officers and/or agents of the Customer or the Contract Authority;
- (w) the maximum daily billable hours of engagement of the IT Personnel for Contractor Services will be stated in the Module Order Form;
- (x) except to the extent otherwise provided in the Module Order Form, the Price will be the total charges payable by the Customer for the Contractor Services; and
- (y) the Module Order Form must state the extent to which any expenses incurred by the IT Personnel in the performance of the Contractor Services will be reimbursed by the Customer, including any expenses policy that must be complied with or approvals that must be obtained.

SALARY AND WAGES

- 3.6** The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any IT Personnel who are performing Contractor Services, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement, and the Contractor acknowledges and agrees that it is solely responsible for these obligations.

GENERAL TERMS

- 3.7** The Customer must not interfere, whether by act or omission, directly or indirectly, with the relationship between the Contractor and IT Personnel, whether that relationship be one of employer and employee, or prime contractor and subcontractor or any other arrangement, without the written consent of the Contractor.
- 3.8** Where the IT Personnel Services include providing information relating to IT Personnel to the Customer, this information is obtained from the IT Personnel and other third party sources (if for example the Customer requests that the Contractor seeks a reference in respect of IT Personnel), and the Contractor Services do not include the verification of any information, whether provided to the Contractor by the IT Personnel or any other person or whether it is obtained by the Contractor from any other source. The Contractor relies on the good faith and integrity of the IT Personnel and any other person to provide the Contractor with correct, up to date and relevant information, and to make full disclosure of all relevant facts. The Customer must independently verify all information provided to it by the Contractor and the Customer agrees to hold harmless and releases the Contractor from any claims in respect of any information provided or representation made by, on behalf of, the Contractor relating to the IT Personnel.
- 3.9** The Customer is not obliged to interview or select any IT Personnel who has been introduced to the Customer by the Contractor. However the Customer must interview the relevant IT Personnel prior to any Contractor Services commencing and the Customer is responsible for determining whether the IT Personnel is suitable to perform the Role.

4. Payment and Invoicing

PRICE AND EXPENSES

- 4.1 The Customer must pay the Price for the Contractor Services every two weeks, or other period agreed on the Module Order Form, (the **Payment Period**) in arrears. The amount that is payable in respect of the Payment Period is calculated by multiplying the hourly/daily Price by the amount of time (calculated hourly or daily, and subject to any minimum periods, as applicable) that the Contractor Services have been performed in the previous Payment Period. The Customer must also pay any expenses that have been properly incurred in accordance with this Customer Contract during any prior Payment Period.
- 4.2 The Contractor shall provide to the Customer a Correctly Rendered Invoice in respect of the Contractor Services that:
- (z) states the applicable Customer Contract number, identifies the Contractor Services performed, the name of any IT Personnel involved, and the time worked by the IT Personnel;
 - (aa) is supported by records of time spent by the IT Personnel performing the Contractor Services; and
 - (bb) states the details of any expenses that have been properly incurred, together with supporting records of such expenses.
- 4.3 Payment of the Price for the supply of the IT Personnel to perform Contractor Services shall be subject to the satisfactory performance of the IT Personnel of the Contractor Services in accordance with the Customer Contract.
- 4.4 The Customer must give the Contractor Notice in Writing:
- (cc) immediately, if it is dissatisfied with any Contractor Services or the performance of any IT Personnel performing the Contractor Services;
 - (dd) within 2 Business Days of receipt of an invoice, if the Customer disputes any time or expense claim or otherwise disputes the invoice.
- Any dispute arising under this clause shall be dealt with in accordance with clause 11.11 of Part 2.
- 4.5 In absence of the Customer providing Notice in Writing under clause 4.4, the Customer is deemed to have accepted the Contractor Services as having been performed in accordance with Customer Contract and must pay the invoice by the due date.

5. Confidentiality

- 5.1 The Contractor shall take all reasonable steps to ensure that the IT Personnel performing Contractor Services do not make public or disclose the Customer's Confidential Information or use such Confidential Information other than for the purposes of performing the Contractor Services.
- 5.2 The Customer may at any time notify the Contractor to require any IT Personnel who are performing Contractor Services to promptly execute a Deed of Confidentiality substantially in the form of Schedule 8 relating to the Customer's Confidential Information.
- 5.3 The Price and any information from which the Price can be calculated is the Contractor's Confidential Information. The Customer must not disclose to the IT Personnel, or to any other person, the Price or any information from which any person could calculate the Price, without the prior written consent of the Contractor.

6. Restraint

- 6.1** The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:
- (a) encourage any of the IT Personnel who provide the Contractor Services, to:
 - (i) stop working for or providing services to the Contractor; or
 - (ii) work for or provide services to the Customer, any Agency or Department or any other person;
 - (b) employ, contract, or enter into any arrangement, to receive the benefit of the services of the IT Personnel who provide the Contractor Services,
- for the following restraint periods:
- (c) during the period that the Contractor Services are provided by the IT Personnel and a period of 12 months thereafter;
 - (d) during the period that the Contractor Services are provided by the IT Personnel and a period of 9 months thereafter;
 - (e) during the period that the Contractor Services are provided by the IT Personnel and a period of 6 months thereafter;
 - (f) during the period that the Contractor Services are provided by the IT Personnel and a period of 3 months thereafter;
 - (g) during the period that the Contractor Services are provided by the IT Personnel.
- 6.2** Clause 6.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 6.1 (a) and (b)(i) and (ii) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 6.1(a), (b)(i) and (ii) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.
- 6.3** The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 6 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 6.4** A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 6.1.
- 6.5** The Parties agree that the restrictions in clauses 6.1 to 6.4 are necessary to protect the legitimate interests of the Contractor.

7. Indemnity

- 7.1** The Contractor must indemnify and hold harmless the Customer, its officers and employees against any loss or expense which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) to the extent it is a result of:
- (a) any proceedings brought by the Contractor or an IT Personnel for the purpose of changing the status of the IT Personnel that is performing the Contractor Services to that of an employee of the Customer during the period that IT Personnel is performing the Contractor Services; and
 - (b) any proceedings brought by any IT Personnel against the Customer arising out of the Customer's termination of the Contractor Services under clause 2.2.
- 7.2** The Customer must promptly, and in any event within 5 Business Days of being notified of a claim for which it is seeking an indemnity under clause 7.1, provide the Contractor with Notice in Writing of the details of the claim. The Customer must (unless there is any government policy that prohibits the Contractor from handling the process for the settlement of the claim) permit the Contractor, at the Contractor's expense, to handle the process for the settlement of such claim and, as permitted by law, to control and direct any litigation that may follow a claim under clause 7.1 (including selecting solicitors and counsel), subject to the Contractor agreeing to comply at all times with the government policy relevant to the conduct of the litigation.
- 7.3** If the Customer does not permit the Contractor to handle the process for the settlement of such claim under clause 7.2 and, as permitted by law, to control and direct any litigation that may follow a claim under clause 7.1, then the Customer must promptly and fully defend the claim (whilst complying with government policy), and not settle the claim without the Contractor's prior written consent, such consent not to be unreasonably withheld. The Customer must keep the Contractor fully informed throughout the period of the claim, including providing copies of all relevant documents.
- 7.4** The Customer must, upon the Contractor confirming its obligations under the indemnity in clause 7.1, provide the Contractor with reasonable assistance in defending, settling or otherwise conducting the negotiations or litigation, at the Contractor's expense, including providing all relevant documents, permitting its Personnel to testify for the Contractor if requested by the Contractor and using any defence that might be available to the person being indemnified.
- 7.5** The Contractor's liability in respect of the indemnity provided under this clause is subject to clauses 18.1 to 18.7 of Part 2.
- 7.6** The Customer must give the Contractor 10 Business Days' Notice in Writing of an intention to claim a liability, loss or expense in accordance with clause 7.1, including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.

MODULE ORDER FORM

MODULE 6 – CONTRACTOR SERVICES

Details of Contractor Services

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
Contractor Services (clause 3.1)	
<p>Specify the Contractor Services that are to be provided, including:</p> <ul style="list-style-type: none"> (a) the details of the Role(s); (b) how long the Contractor has to identify potential IT Personnel; (c) whether the Contractor is being engaged to provide the Contractor Services for that Role on an exclusive basis; (d) the arrangements for advertising for the Role, including: <ul style="list-style-type: none"> (i) what type of advertising is to be conducted by the Contractor and/or the Customer, if any; (ii) who is responsible for the costs of any advertising, and when those costs will be paid; (iii) if the Customer gives its consent to the Contractor to allow the Contractor to refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement. The Contractor must not 	<p>This Module 6 is designed to outline Contractor Services that the Contractor will provide in addition to the activities and Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1).</p> <p>The Contractor has agreed to second a Change Lead to assist the Customer to assess, design and develop future state processes.</p> <p>(a) As specified in the Statement of Work '<i>Transformation and Change – ROC Organisational Design Support – Proposal for Sydney Trains v3.0</i>' (Statement of Work) attached to this Module 6 Order Form.</p> <p>(b) Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.</p> <p>(c) Yes, the Contractor is being engaged to provide the Contractor Services for the Role on an exclusive basis.</p> <p>(d) Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.</p> <p>(e) The period of the Contractor Services is as specified in the Statement of Work. In summary, the period of the Contractor Services is 94 Business Days commencing 2 December 2015 and completing on 29 April 2016, unless otherwise extended in writing by the Parties.</p> <p>The price for the Contractor Services is as specified in the Statement of Work, as summarised below.</p>

		Description	Effort Days	Daily Rate	Cost (ex GST)
	refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement without such consent;	Change Lead	94		
		Total			
(e)	the details of the:	There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Contractor Services.			
	(i) period of the Contractor Services; and	(f) As advised to the Contractor in writing by the Customer, to ensure compliance with Customer policies.			
	(ii) Price (e.g. whether the Price is calculated on an hourly or daily basis, and any minimum periods) and any expenses,				
(f)	if the Contractor is required to conduct any reference checks on short listed candidates.				

Contractor Obligations

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
Contractor Services (clause 3.2)	
Specify if the Contractor does not have to meet any of the following obligations:	Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.
(a) use its best efforts to source and nominate IT Personnel that the Contractor believes are suitable for the Role;	
(b) act as the liaison between the IT Personnel and the Customer to arrange interviews, meetings and	

<p>other communications;</p> <p>(c) use reasonable efforts (which may be met by obtaining written confirmation from the IT Personnel concerned) to verify for each IT Personnel that is put forward by the Contractor that:</p> <ul style="list-style-type: none">(i) to the best of the Contractor’s knowledge, the IT Personnel has not been convicted of a crime which carries a jail term of more than 5 years, and which is not a spent conviction;(ii) the IT Personnel is under no contractual or other restriction which might prohibit or inhibit their capacity to perform the Contractor Services;(iii) the IT Personnel is lawfully entitled to provide the Contractor Services;(iv) the IT Personnel, in the reasonable opinion of the Contractor, holds all necessary qualifications, skills and experience necessary to fill the Role; <p>(d) interview each potential IT Personnel and form a view as to the person’s suitability for the Role, such interview may be conducted by telephone.</p> <p>If the Contractor is required to meet any Service Levels then Schedule</p>	
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3 – Service Level Agreement must be completed.	
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Billable Hours and Expenses

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
<p>Contractor Services (clause 3.5)</p> <p>Specify:</p> <ul style="list-style-type: none"> (a) the maximum daily billable hours of engagement of the IT Personnel for Contractor Services; (b) whether there are any additional amounts to be paid in addition to the Price; and (c) the extent to which any expenses incurred by the IT Personnel in the performance of the Contractor Services will be reimbursed by the Customer, including any expenses policy that must be complied with or approvals that must be obtained. 	<p>The Contractor Services are provided on a daily basis and a daily rate applies (as specified in the Statement of Work).</p> <p>There are no additional amounts to be paid in addition to the Price for the Contractor Services.</p> <p>No expenses incurred by the IT Personnel are to be paid by the Customer. Any additional expenses are the responsibility of the Contractor.</p>

Payment Period

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
<p>Payment and Expenses (clause 4.1)</p> <p>Specify the Payment Period if it is not two weeks. (Invoices may be sent at the end of each Payment Period).</p>	<p>The Payment Period is monthly in arrears.</p> <p>The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.</p>

Attachment - Statement of Work



20151102 ROC
Organisation Design F

Transformation and Change

ROC Organisational Design Support

Proposal for Sydney Trains

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Document Control

Revision History

Version	Author	Issue Date	Changes
0.1	Catherine Ohis & Huong Le-Dao	2/11/2015	Initial draft
0.2	David Hayward	3/11/2015	Updates
1.0	Steve Keenaghan	3/11/2015	Internal Review
1.1	David Hayward	5/11/2015	Updated based on feedback from T&C
2.0	Steve Keenaghan	6/11/2015	Final Version
2.1	Steve Keenaghan	1/12/2015	Updated at the request of Sydney Trains
3.0	Steve Keenaghan	14/12/2015	Final version

Signatories

Role	Name	Signature	Date
Project Director	Steve Keenaghan		
Technology Program Manager	Mark Pigot		
Transformation & Change Program Manager	Charles Hanna		

1. Introduction

Ajilon is pleased to respond to the invitation by Sydney Trains to support the second phase of the detailed design and development of the ROC Organisation Design for the ROC program on a Time and Materials basis.

This work will enable Sydney Trains to optimise the benefits of the new ROC.

2. Our Understanding

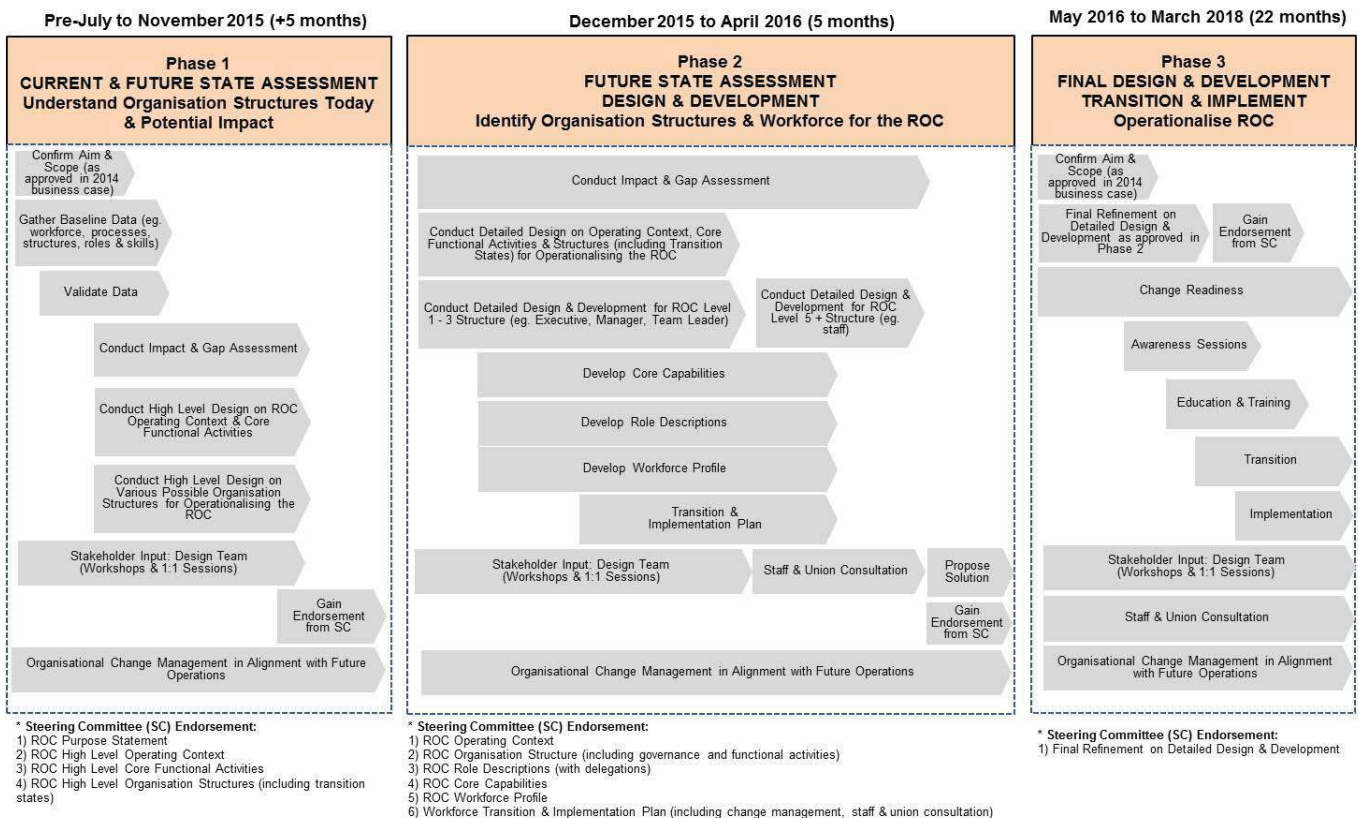
2.1 Business Requirement

The implementation of the ROC technology will have a significant impact on Sydney Trains' way of working. The impact to the Organisation and its people must be analysed and defined, and the right structure, roles, capabilities, workforce profile and governance implemented to optimise the ROC benefits. The breakdown of the Organisational Design work associated with the ROC program has been drafted into a three phased approach.

2.2 Methodology and Approach

In line with the TfNSW Organisational Design Process v8.0, the approach to undertaking the organisational design scope of work consists of 3 phases:

- Phase 1: Define/High-level Design (Current & Future State Assessment)
- Phase 2: Design and Consultation (Future State Assessment: Design & Development)
- Phase 3: Transition and implementation (Final Design & Development)



2.3 Scope

This proposal covers the engagement of Ajilon Change Lead (Huong Le Dao) on a Time and Materials basis to support the activity “Phase 2: Design & Development (December 2015 – April 2016)” required for the Organisational Design stream of the ROC Transformation and Change work.

The Ajilon Change Lead (Huong Le Dao) will work under the direction of the Transformation & Change Program Manager (Charles Hanna).

Accountability and responsibility for the Benefits described in this document remains with the ROC Transformation & Change Stream.

The work described in this document is outside the previously agreed scope of work of the Systems Integrator for the ROC Technology Solution, thus the estimate for this work has not been included in the Ajilon BAFO Submission for the Implementation & Maintenance Phase.

2.4 Out of Scope

As this is a Time and Materials engagement, the scope for the engagement will be managed by the ROC Transformation & Change Stream.

The following items have previously been agreed as out of scope of Phase 2: Design and Development (December 2015 – April 2016).

- Communications and change management for Phase 1 and Phase 2 (this will be provided by Sydney Trains Transformation & Change team).
- All tasks associated with Phase 3 Transition and Implementation
- All tasks associated with the post-implementation phase

Should the above items be required by Sydney Trains Transformation & Change team, a subsequent statement of work will be developed by Ajilon in response to a Sydney Trains request.

3. Assumptions, Risks & Dependencies

3.1 Assumptions

The following assumptions have been identified and will need to be managed during the lifetime of the engagement; if the stated assumptions are incorrect then this may result in a Project Change Variation.

1. Sydney Trains Transformation & Change Program Stream will provide appropriate Organisational Design resources to work with the Ajilon Change Lead (Huong Le Dao) for the duration of the ROC Organisational Design, Phase 2.
2. Phase 2: Design and Development will be limited to a fixed duration of 94 Business Days, commencing 2 December 2015 and completing on 29 April 2016.
3. Access to existing organisation information (such as current organisational structures, existing role descriptions, current governance information and workforce profile) will be made available as required.
4. The Ajilon Change Lead (Huong Le Dao) will be scheduled for a maximum of 90% of available time; the remaining 10% will be dedicated to the Ajilon Change Team to ensure that the existing Ajilon Change and Training activities and deliverables are still aligned to the overall T&C methodology.
5. Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
6. The parties agree to recalculate the price for the Phase 2: Design and Development Phase in the event that the Phase 2: Design and Development Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
7. OCM Change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Ajilon Change Lead assisting within the existing framework as set out by the Customer.
8. The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in design workshops.
9. Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.
10. Access to Policies / Governance documents will be provided.
11. Communications & Change Management tasks associated with Phase 1 and Phase 2 of the Organisational Design work are out of scope and will be carried out by Sydney Trains Transformation & Change Program Stream. These tasks include the following Communications & Change Management items:

Phase 1

- Build communications plan outlining communications to staff and unions at key touchpoints throughout the high-level design process
- High level information for staff on the purpose, process and desired outcomes of phase 1.
- Stakeholder communication schedule completed including IR, TSS (establishment, recruitment, evaluations), legal etc.
- Communication to staff potentially impacted and wider team
- Refer to: ROC Change Management Schedule

Phase 2

Proactive communications to engage with staff:

- New structures and consultation process commenced
- IR Consultation in progress
- TSS and Remuneration team consultation in progress

3.2 Risks

The following risks have been identified and will need to be managed during the lifetime of the engagement; failure to mitigate these risks may result in a Project Change Variation.

1. Delays in project impacting on the development of the structures, roles and governance for each ROC releases and the final ROC structure and organisational model
2. Unavailability of existing organisational information such as workforce profile, structures and capabilities to continue with the impact & gap assessment
3. Non-alignment of the ROC Organisational Design (OD) work with Future Operations leaving ROC OD solutions not fully realising the identified benefits
4. Proposed OD solutions not signed off in time and cannot be released as planned
5. Affected stakeholders are unable to attend engagement sessions to provide input into the development of the solutions and are unsure of the potential changes
6. Communication channels delayed due to uncertainty around the OD solutions
7. Staff and union not consulted at the right time in the right place to support the OD solutions development

3.3 Dependencies

The following dependencies have been identified and will need to be managed during the lifetime of the engagement; failure to manage these dependencies may result in a Project Change Variation.

1. ROC Program infrastructure, technology and process solutions development
2. Leadership Support (ROC program, Operations and ST executives)
3. Collaboration from ST HR, IR and affected Operations
4. Benefit realisation plan
5. Solution integration plan

4. Benefits

It is anticipated that the overall organisation design scope of work will directly contribute to the intended Financial and Intangible ROC program benefits, as affected staff are transitioned to the ROC in 2018 and an improved business environment is established with improved culture and behaviours.

The process for realising benefits could commence in 2016 when the affected staff adopt the new Rail Emergency Management (REM) technology and related processes in Release 1 REM.

This process would require key performance measures on the level of change adoption so benefits could be captured, monitored and managed consistently and in a transparent manner - demonstrating the value of user adoption of new technologies and processes in a coordinated business environment.

Further operating efficiencies will be realised in 2018 when integrated processes and technologies are deployed with co-location of staff fully implemented.

The diagram below provides a snapshot of the benefits planned to be realised from the establishment and operationalisation of the ROC.

Focus	Objective	ROC Program Benefits	Benefit Category
The customer is at the centre of everything we do	Improved customer journey times	Reduced initial delays resulting from the direct impact of incidents	Economic
		Reduced consequential delays resulting from the knock-on effect of incidents	
	Improved customer experience	Improved timeliness, accuracy, relevance and consistency of customer information reducing the negative experience of delays to journeys	
A more financially sustainable business	Improved operational efficiency	Reduced overall staff costs for those functions transitioning to the ROC	Financial
		A more efficient station management model enabled by improvements delivered by the ROC	
		A like-for-like reduction in the cost of train crewing enabled by improvements delivered by the ROC.	
Improved workplace	A world class operating centre and culture	An improved business environment with improved culture and behaviours	Intangible
Growing the transport system	Better realising the benefits of future investments in rail capacity	Creation of a flexible, scalable network control function	

The successful delivery of the scope of work in Phase 2 will provide Sydney trains with the following outcomes:

Outcomes:

- Robust impact analysis prepared and used
- Risks anticipated and mitigation plan prepared and used

Milestones achieved:

- Final structure and transition structures completed

5. Investment

The investment in Ajilon resources required to complete the above scope of work is as follows:

Resource	Effort (days)	Rate	\$ (excl GST)
Ajilon Change Lead (Huong Le Dao)	94	██████████	██████████
Total			██████████

The above is a **Time and Materials** estimate and excludes GST.

Acceptance of this proposal will result in a Project Change Request to include the associated commercials into the ROC Final Contract PIPP.

Ajilon will produce Time and Materials invoices at the end of each month with supporting Timesheets.

The Parties acknowledge and agree that the SOW scope and associated pricing shall be incorporated into the Implementation and Maintenance Agreement (referred to in the Detailed Design agreement as “the Final Contract”). The Contractor shall be entitled to submit retrospective invoices to reflect the commencement date of this SOW.

6. Why Ajilon?

Ajilon has worked collaboratively with Sydney Trains Transformation & Change Stream to successfully deliver the following during the ROC Release 1 Detailed Design phase:

1. Draft Organisation Structure & Roles
2. Change Impact Analysis
3. Training Needs Analysis

The resulting detailed domain knowledge and proven approach and engagement model means that we are the ideal option to provide ongoing services above and beyond the previously agreed scope.

Schedule 1: General Order Form

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:	Sydney Trains (ABN 38 284 779 682)

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:	Level 13, 477 Pitt Street, Sydney NSW 2000

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:	Stefano Bianchini

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:	Ajilon Australia Pty Ltd (ABN 25 076 517 354)

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 2, 68 Pitt Street, Sydney NSW 2000

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:	Anthony Rakuljic

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)	Not applicable.
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 the Head Agreement:	Not applicable.
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	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
accordance with applicable legislation:	
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable.
Performance Guarantee (clause 17.1)	Not applicable.
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	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X 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"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input type="checkbox"/>	Schedule 9 – Performance Guarantee	<input checked="" type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input checked="" type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date the last party executes the Customer Contract and the General Order Form.
Specify the end of the Contract Period:	The Contract Period will commence on the Commencement Date and end on the date on which the Contractor has discharged all of its obligations under this Customer Contract.
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable.

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
As described in the PIPP set out in Annexure B to the Customer Contract, as updated or varied by the Parties from time to time (PIPP);	As specified in the PIPP ;	As specified in the PIPP.	As specified in the PIPP.
<u>As described in the document titled “ROC Organisational Design Support - Proposal for Sydney Trains v3.0” (ODS Services SOW) attached to the Module 6 Order Form.</u>	Sub-Total: <u>As specified in the ODS Services SOW</u>	As specified in the <u>PIPP-ODS Services SOW</u>	As specified in the ODS Services SOW.
<u>As described in the documents titled:</u> <u>(i) “ROC REM Data Configuration Stage Proposal for Sydney Trains v3.0” (Data Configuration SOW); and</u> <u>(ii) “ROC R1 Data Profiling Activity Proposal for the Customer v 5.0” (Data Profiling SOW).</u> <u>attached to the additional Module 7 Order Form.</u>	Delivery Charges: <u>As specified in (i) the Data Configuration SOW and (ii) the Data Profiling SOW.</u>	As specified in <u>(i) the PIPP Data Configuration SOW and (ii) the Data Profiling SOW.</u>	As specified in (i) the Data Configuration SOW and (ii) the Data Profiling SOW.
		Sub-Total:	<u>As specified in the PIPP, ODS Services SOW, Data Configuration SOW and Data Profiling SOW.</u>
	Delivery Charges:		<u>As specified in the PIPP, ODS Services SOW, Data Configuration SOW and Data Profiling SOW.</u>
	Any Other Charges:		<u>As specified in the PIPP, ODS Services SOW, Data</u>

		Configuration SOW and Data Profiling SOW.
	GST:	As specified in the PIPP. As stated in the ODS Services SOW, Data Configuration SOW and Data Profiling SOW.
This is the Contract Price (plus GST)	Total Amount:	As specified in the PIPP. The sum of the Prices set out in each of the PIPP (plus GST if applicable), section 5 of the ODS Services SOW (plus GST if applicable), section 7 of the Data Configuration SOW (plus GST if applicable) and section 7 of the Data Profiling SOW (plus GST if applicable).

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	As The location specified in Item 2 of the PIPP-General Order Form.
Specify any delivery instructions:	As specified in the PIPP. The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.
Specify the hours during which delivery may be made to the Site:	As specified in the PIPP-8am to 6pm Business Days.

Item 13 Contract Specifications

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 Contract Specifications consist of:</p> <p>(a) the requirements for the Deliverables set out in the PIPP;</p> <p>(b) <u>the requirements for the Deliverables (if any) set out in the ODS Services SOW, Data Configuration SOW and Data Profiling SOW;</u></p> <p>(c) any requirements for the Deliverables set out in the Additional Conditions specified in Annexure A to the Customer Contract (Additional Conditions);</p> <p>(ed) any documents included and / or referenced in Schedule 2 – Agreement Documents;</p> <p>(de) any other requirement or specification agreed between the Parties in writing; and</p> <p>(ef) any documents incorporated by reference, or referred to, in any of the documents detailed above.</p>

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 (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	Stefano Bianchini
Specify address to which invoices should be sent:	Level 13, 477 Pitt Street, Sydney NSW 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>The default period of 30 days, unless otherwise specified in the PIPP, <u>Module 6 Order Form or Module 7 Order Form</u>.</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>	<p>In relation to the Price set out in the PIPP: As specified in the PIPP.</p> <p><u>In relation to the Price set out in each of the ODS Services SOW, Data Configuration SOW and Data Profiling SOW: As specified in the Module 6 Order Form or Module 7 Order Form (as applicable).</u></p>
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:</p>	<p>The Contract Price is <u>Prices specified in the PIPP are</u> fixed.</p> <p><u>The Prices set out in each of the ODS Services SOW, Data Configuration SOW and Data Profiling SOW are time and materials prices that are time bound according to the statements of work attached to the Module 6 Order Form and Module 7 Order Form (as applicable).</u></p>

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))	
Specify the Price of any additional copies of the User Documentation:	Nil.

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 the PIPP.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The additional functions of the management committee and the times at which the management committee must meet, are specified in the PIPP.
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 the PIPP.
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 the PIPP.
Specify any other details:	As specified in the PIPP.

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:	No service and performance review/s of the Contractor’s performance apply.
Specify any specific time intervals for service and performance reviews:	Not applicable.

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 if a Site Specification is required:	No. A Site Specification is not required.
Access to Customer’s Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	None.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any requirements for the preparation and maintenance of the Site:	None.

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 (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	No. An Implementation Planning Study is not required.
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 27/10/11” and Annexure 1 to the Customer Contract.	Yes. The PIPP is set out in Annexure B to the Customer Contract. <u>Additionally, the ODS Services SOW, Data Configuration SOW and Data Profiling SOW are each a PIPP for the purposes of the Customer Contract.</u>
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):	As specified in the PIPP. <u>There is no Staged Implementation in relation to the Data Configuration SOW, Data Profiling SOW or ODS Services SOW</u>

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify if Liquidated Damages (LDs) will apply:	No. Liquidated damages will not apply.
Specify the Milestones which are LD Obligations:	Not applicable.
Specify the Due Date for completion of each LD Obligation:	Not applicable.
Specify the calculation and amount of LDs for each LD obligation:	Not applicable.
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not applicable.

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: <ul style="list-style-type: none"> 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].	As specified in the PIPP: ODS Services SOW, Data Configuration SOW and Data Profiling SOW (as applicable).
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractors rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	No.
Specify the times when each CSI is to be provided:	As specified in the PIPP: ODS Services SOW, Data Configuration SOW and Data Profiling SOW (as applicable).
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	As specified in the PIPP. The process set out in clause 8.3 of the PIPP will apply to CSI in relation to each of the PIPP, ODS Services SOW, Data Configuration SOW and Data Profiling SOW.
If so, specify the verification check process for each CSI: Include:	As specified in the PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> a) a process to manage satisfactory and unsatisfactory verification checks; b) a process to manage 'reissued' CSI's: c) a process to manage repeat CSI verification checks: d) a process to manage 'draft' or 'incomplete' and 'updated' CSI's; e) a process to manage rejected CSI's: f) a process to manage previously satisfactory CSI which becomes defective: g) a list of required verification check forms and/or registers and a corresponding data entry process: h) a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil.
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:	As specified in the PIPP-, ODS Services SOW , Data Configuration SOW and Data Profiling SOW (as 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. Escrow arrangements are not required.
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 (clause 6.45)	
Specify if a Business Contingency Plan is required:	No. A Business Contingency Plan is not required.
Specify when the Business Contingency Plan is required:	Not applicable.
Specify any information to be included in the Business Contingency Plan including the business contingency services required	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
and the period of the services:	
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Not applicable.
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer’s Site (clause 7.4)	
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.	The Contractor must comply with, and must ensure that each of the Contractor’s Personnel comply with: (a) the Customer’s confidentiality and system security policy and procedures and execute a deed of confidentiality in a form acceptable to the Customer; (b) the Customer’s Code of Conduct; (c) the Customer’s internet usage policy and procedures; (d) the Customer’s site access sign-in process specified by the Customer when accessing a Site; (e) the Customer’s site access sign-out process when leaving a Site; and (f) with all other reasonable requirements specified by the Customer.

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)	
Specify the Customer’s Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	As specified in the 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)	
Specify the identity and roles and responsibilities of any of the Contractor’s Specified Personnel:	Details of the Contractor’s Specified Personnel are specified in the PIPP.

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	The Contractor must obtain a statutory declaration for the Subcontractor where required by the Customer or otherwise where that statutory declaration is a condition of the Customer's approval of a subcontract under clause 8.14.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	The Contractor must maintain accreditation that it is compliant with the following standards: <ul style="list-style-type: none"> (a) Quality Management System Guideline 2006; (b) AS/NZS ISO 9001:2008 standard or an approved equivalent standard as applicable to the Deliverables; and (c) any other standards specified in the PIPP or any of the Customer's policies or procedures that the Contractor is required to comply with (see item 30).

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	<ul style="list-style-type: none"> (a) Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any jurisdiction other than Australia (including any industry codes of conduct) that are applicable to the Deliverables, the Customer or the Contractor. (b) Any other laws specified by the Customer from time to time.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	The Customer's policies, standards and procedures as notified to the Contractor from time to time.

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 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	None.
Specify any codes, policies, guidelines or standards the Customer is to comply with:	None.

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 1.4)	
<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. Specify this period: If no period is specified, the period is 2 Business Days:</p>	Not applicable.
<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. Specify the Acceptance Test Data:</p>	Not applicable.
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	Not applicable.
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).</p>	No Deliverables will be subject to Acceptance Testing.
<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 (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.</p>	<p>For Deliverables that are Documents, as specified in clause 5.3 of the Additional Conditions. For all other Deliverables, 10 Business Days after those Deliverables were supplied.</p>
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	Not applicable.
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	Not applicable.
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	Not applicable.
<p>Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources</p>	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
and when the environment and resources must be ready for use:	
Specify the methodology and process for conducting Acceptance Tests:	Not applicable.
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	Not applicable.
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	Not applicable.
Specify the Acceptance Test Data required:	Not applicable.
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:	Not applicable.

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:	As specified in the PIPP. Not applicable.
Specify any fee that is applicable for payment by credit/debit card	None.

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 and 13.9)	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	The licence granted under clause 13.7 must be granted on terms which are the same as the terms of the additional licence rights specified in clause 12.2 of the Additional Conditions.
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Nil.
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	<p>Clause 13.10 applies to all New Material.</p> <p>The Contractor must only exercise its rights under clause 13.10(b):</p> <p>(a) for the purpose of supplying the Deliverables to the Customer; and</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	(b) to fulfil its obligations under the Customer Contract, unless otherwise agreed by the Customer in writing.

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
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:	Yes. The Contractor must arrange for its Subcontractors to execute Deed of Confidentiality substantially 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)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	At least \$20,000,000.00 in respect of each claim.
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:]	At least \$20,000,000.00 for the total aggregate liability for all claims.
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 if a higher limit that is required by the Customer Contract:]	At least \$10,000,000 for the total aggregate liability for all claims.
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:	<p>(a) Workers compensation insurance Cover: Liability for death of or injury (including occupations disease) to all workers performing the Services and Deliverables as required by <i>Workers Compensation Act 1987</i> (NSW). Extension: To be extended to cover the Principal's statutory liability to such workers, where permitted by <i>Workers Compensation Act 1987</i> (NSW). Period required: Before commencing the Services and Deliverables until the Contract Period expires.</p> <p>(b) Motor vehicle insurance – third party property Cover: All motor vehicles, trailers and mobile plant</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	(whether registered or unregistered) used in connection with the Project. Period required: Before commencing the Services until the Service Term expires and, after that, whenever Services are performed.

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:	Yes. The Contractor must provide a Performance Guarantee from Adecco SA.
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.	Within 10 Business Days after the Commencement Date.

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:	Yes. The Contractor must provide a Financial Guarantee Security to the value of 10% of the total Contract Value.
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.	Within 20 Business Days after the Commencement Date.

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
If the Parties cannot agree the amount that is legally payable under the Customer Contract for the: <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service (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).	The Parties have agreed the Contract Value. This is set out the Contract Price specified in the PIPPI <u>Item 11 of this General Order Form.</u>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<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: Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements 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>	<p>The Services are Non-Recurring Services.</p>
<p>Specify the alternative cap of liability (clause 18.3):</p>	<p>Not applicable.</p>

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Reporting (clause 21.1)</p>	
<p>Specify the reports required, (if any), the time for provision and the agreed format:</p>	<p>As specified in the PIPP.</p>

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Dispute Resolution (clause 24.11)</p>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$50,000.00
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Subject to clause 24.11(a), all disputes arising out of or in connection with the Customer Contract are to be determined by expert determination under clauses 24.7 to 24.8.

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 convenience under clause 25.3:	<p>The Customer will not have any liability to the Contractor for any termination under clause 25.3, other than the payment of the following:</p> <ul style="list-style-type: none"> (a) the direct costs incurred by the Contractor for demobilising its own employees; and (b) any costs payable to any subcontractor as a result of the termination. <p>Clause 15.1 of the Additional Conditions will apply to any costs that are recoverable under clause 25.4(b).</p>

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	Yes. The Additional Conditions are set out in Annexure A to the Customer Contract.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

By *[to be inserted by the Customer]* but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

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
High Level Solution Design Deliverables Acceptance Notice	2015/04/30
Ajilon Clarification and Defects List_V4	7/04/2015
Ajilon Defect and Clarification Sheet 27-3-15 with responses	7/04/2015
High Level Solution Design (PART A - Overview) v4.1	7/04/2015
High Level Solution Design (PART B - Systems Architecture) v4.0	20/03/2015
High Level Solution Design (PART C - Systems Product Detail) v4.1	7/04/2015
Sydney Trains ROC Updated Capability and Gap Analysis v4.1	7/04/2015
Ajilon Clarification and Defects List v2.0	20/03/2015
Ajilon Project Plan v4.0	20/03/2015
Ajilon submission overview	20/03/2015
ROC RAID-DRICASB Log v3.0	20/03/2015
ROC SP4 Program of Work v1.0	20/03/2015
ROC System Integration Approach v4.0	20/03/2015
Sydney Trains ROC Implementation Strategy v4.0	20/03/2015
Sydney Trains ROC Non Functional Design v4.0	20/03/2015
Ajilon supplemental information v1	15/05/2015
Ajilon Response to Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140825
Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140707

Schedule 3: Service Level Agreement

Not applicable

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:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending;
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered; and
 - (xi) accepted.
- 1.3** 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; and
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

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

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

AUTHORISATION

The Contractor must not commence work on the Change Request until 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 Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 5: Escrow Deed

Not applicable

Schedule 6 : Deed Poll – Approved Agents

Not applicable

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

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, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at

the

day of

20

Before me,

Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

Between **Sydney Trains (ABN 38 284 779 682) (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

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

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

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

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

Confidential Information means information that:

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

but excludes any information which the Subcontractor can establish was:

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

Contractor means [insert name of Contractor].

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

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

Intellectual Property Rights means all intellectual property rights including:

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

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

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

State means the State of New South Wales.

GENERAL

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

3. Non disclosure

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

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

- 3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

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

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

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

LEGAL PROCEEDINGS

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

7. Indemnity and release

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

8. No exclusion of law or equity

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

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

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

13. Notices

- 13.1** Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2** All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3** If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered by Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

By [to be inserted by the Customer] but not so as to incur personal liability

[Redacted signature area]

In the presence of: [insert name of witness]

[Redacted signature area]

[Redacted signature area]

Signature of Customer

[Redacted signature area]

Signature of Witness

[Redacted signature area]

Print name

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Date

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

[Redacted signature area]

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

[Redacted signature area]

Signature Director

[Redacted signature area]

Signature of Director/Secretary

[Redacted signature area]

Print name

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Date

Schedule 9: Performance Guarantee

Deed dated the

day of

20

Between *[insert full legal name of the Customer]* (Customer)

And *[insert full legal name and any ACN/ABN of the Guarantor]* (Guarantor)

Purpose *[insert full legal name and ACN/ABN of the Contractor]* (Contractor) has agreed to offer to supply Products and Services to the Customer under a contract dated *[insert date of Customer Contract]* (Customer Contract).

DEFINITIONS

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

Contract Authority means *[insert legal name of Contract Authority]*.

Head Agreement means *[insert date and parties to the Head Agreement]*.

Insolvency Event means where the Contractor:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001* (Cth);
- (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001* (Cth);
- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001* (Cth);
- (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001* (Cth) or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

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

BY THIS DEED

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

1. If the Contractor (unless relieved from the performance of the Customer Contract by the Customer or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Customer Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Customer Contract.
2. Where the Guarantor consists of more than one legal person each of those persons agree to be bound jointly and severally by this Deed of Guarantee, and:
 - (a) where the Customer Contract is made under a Head Agreement, the Contract Authority (acting as agent of the Customer); or
 - (b) in all other cases, the Customer,may enforce this Deed of Guarantee against all or any of the persons who constitute the Guarantor. *[amend this clause as applicable]*
3. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Customer with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
4. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.
5. The obligations and liabilities of the Guarantor under this Deed of Guarantee will not exceed:
 - (a) the obligations and liabilities of the Contractor under the Customer Contract; and
 - (b) \$ [insert dollar amount].
6. Where the Contractor has failed to perform under the Customer Contract, the obligations of the Guarantor will continue even though the Contractor has been the subject of an Insolvency Event.
7. The rights and obligations under this Deed of Guarantee will continue until all obligations of the Contractor under the Customer Contract have been performed, observed and discharged.
8. A notice under this Deed of Guarantee must be a Notice in Writing.
9. The address for services of Notices in Writing under this Deed of Guarantee for a party is, in the case of the:

Guarantor

Physical address

Postal address

Fax number

Contractor

Physical address

Postal address

Fax number

Customer

Physical address

Postal address

Fax number

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

10. A Notice in Writing is deemed to be received if:
 - (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days;
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at 9.00 am the next Business Day).

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

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

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

[Signature line]

By *[insert name of Customer representative]*

[Signature line]

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

[Signature line]

[Signature line]

Signature of Customer representative

[Signature line]

Print Name

[Signature line]

Date

[Signature line]

Signature of Customer's Witness

[Signature line]

Print Name

[Signature line]

Date

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

[Signature line]

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

[Signature line]

Signature Director

[Signature line]

Print name

[Signature line]

Date

[Signature line]

Signature of Director/Secretary

[Signature line]

Print name

[Signature line]

Date

Schedule 10: Financial Security

Deed dated the

day of

20

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

And *[insert name and ACN/ABN]* (Guarantor)

DEFINITIONS

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

BY THIS DEED:

1. The _____ *[insert name of the Contractor and the ACN/ABN]* (Contractor) has agreed to supply Deliverables to the Customer under a contract *[insert date and name of parties to the Customer Contract]* (Customer Contract).
2. The Guarantor unconditionally agrees to pay to the Customer on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Customer to a maximum aggregate sum of \$ *[insert dollar amount]*.
3. The Guarantor's liability under this Financial Security will be a continuing liability until the sooner of:
 - (a) payment is made up to the maximum aggregate sum;
 - (b) the Customer notifies the Guarantor that this Financial Security is no longer required;
 - (c) *[insert date]; [Note: This date should be the date that is one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Contract]*
 - (d) the date the Customer and Contractor agree in writing to release the Guarantor.
4. No provision of this Financial Security may be waived, amended, supplemented or otherwise modified except by written instrument signed by the Guarantor and the Customer.
5. The laws of New South Wales govern this Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
6. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy by facsimile to the address last advised by one of them to the other. Where the notice is given or served by facsimile, the sending party must confirm receipt by any other means.
7. The address for services of notice for a party is, in the case of the:

Guarantor

Physical address

Postal address

Phone number

Fax number

Contractor

Postal address

Phone number

Fax number

Customer

Postal address

Phone number

Fax number

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

8. A notice or other communication under this Financial Security is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days; or
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours).

EXECUTED BY THE PARTIES AS A DEED ON THE DATE STATED BELOW

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

By *[insert name of Customer representative]*

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

Signature of Customer representative

Print name

Date

Signature of Contract Witness

Print name

Date

The Common Seal of *[insert Guarantor's name & ACN/ABN]*

was affixed by *[authority of the Board of Directors]*

in the presence of *[insert name of Director/Secretary or other permanent officer]*

in the presence of *[insert name of Director/Secretary or other permanent officer]*

Signature of Director/Secretary

Print name

Date

Signature of Director/Secretary

Print name

Date

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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

- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 4.1:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1** The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- 5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

6. Confidentiality

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

- (a) the Parties have otherwise agreed in writing;
- (b) the information is already in the public domain;
- (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
- (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
- (e) disclosure is otherwise required by law.

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	2
Date of Change Request	17 June 2016
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	1 June 2016
Date of expiry of validity of Change Request	31 July 2016
Contractor's estimated time and cost of evaluation	N/A
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)	Not Applicable

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
8 December 2015	v.01	As set out in that Change Request which is ongoing (and updated by this Change Request)	Bob Allum
4 March 2016	v.02	As set out in that Change Request which is ongoing (and updated by this Change Request)	Bob Allum
[17] June 2016	v.03	As below	Bob Allum

DETAILS OF CHANGE REQUEST

Summary

Contract Request 3 is designed to provide the following outcomes:

- a) Continuation of Interim Implementation (Release 1) Phase and Detailed Design (Release 2) Phase activities currently being performed by the Contractor;
- b) Extension of the Data Profiling team for an additional 20 days resulting in a new cessation date of 27 May 2016 which completes the services being provided Stage 1 and Stage 2 activities as described in the 'ROC R1 Data Profiling Activity – Proposal for the Customer' version 5.0 dated 19 January 2016 (**Data Profiling SOW**) and Change Request No.2;
- c) Outline a small change (reduction) in pricing for the Data Configuration services as described in the 'ROC REM Data Configuration Stage – Proposal for Sydney Trains' version 3.0 dated 29 January 2016 (**Data Configuration SOW**) and Change Request No.2 due to a change in

allocation of team resources. These services are expected to be completed on conclusion of this Change Request 3; and

- d) Extension of the Organisational Design - Change Lead seconded to the Customer for an additional 63 days, resulting in a cessation date of 29 July 2016.

SCOPE

The scope of the Change Request is limited to the extension of the key components of the current services being provided by the Contractor described above, with an applicable uplift in the Contract Price.

For the avoidance of doubt, the scope and description of the services being provided (other than timings as varied by this Change Request) remain as per the description of services described in Change Request No.1 and Change Request No.2.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

Not applicable. This is a term and price related Change Request only

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this Change Request are necessary to accord with the existing Project Schedule.

New PIPP (annexed)

The current PIPP (as previously updated by Change Request No.1 dated on or around 4 December 2015) is replaced with an updated version of the PIPP attached to this Change Request.

The current Statements of Work (attached to Change Request No.2 dated on or around 4 March 2016) are amended as follows:

'Transformation and Change – ROC Organisational Design Support – Proposal for Sydney Trains' v 3.0' (**Statement of Work**):

The Statement of Work is amended as follows:

1. References to Phase 2 of the services in sections 2.2 'Methodology and Approach', 2.3 'Scope', 2.4 'Out of scope' and elsewhere in the Statement of Work referring to the conclusion of Phase 2 as April 2016 should be read as July 2016.
2. In section 3.1 'Assumptions', paragraph number 2 should be deleted and replaced with the following sentence:

Phase 2: Design and Development will be limited to a fixed duration of 157 Business Days commencing 2 December 2015 and completing on 29 July 2016.

'ROC R1 Data Profiling Activity – Proposal for the Customer' version 5.0 dated 19 January 2016 (**Data Profiling SOW**)

The Data Profiling SOW is amended as follows:

1. In section 4.1.3 'Duration' in the third paragraph, the reference to the expected completion of the project is updated by deleting the words '29 April 2016' and replacing with '29 July 2016'.

'ROC REM Data Configuration Stage – Proposal for Sydney Trains version 3.0 dated 29 January 2016 (**Data Configuration SOW**)

The Data Configuration SOW is amended as follows:

1. In section 4.1 'Assumptions', at the end of paragraph number 24 delete the words 'on 1 July 2016'.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

The payments for activities under this Change Request No. 3 are based on the following terms and fixed daily or monthly rates (as applicable).

Description	Effort / Days	Rate (ex GST)	Cost (ex GST)
Detailed Design Release 2 Phase			
15 April 2016 monthly milestone	N/A		
15 May 2016 monthly milestone	N/A		
15 June 2016 monthly milestone	N/A		
15 July 2016 monthly milestone	N/A		
Total (ex GST)			

It is anticipated that by the conclusion of the activities and milestone payments described above, the activities for Detailed Design (Release 2) relating to CIMS should be complete.

Interim Implementation (Release 1) Phase

31 March 2016	N/A		
30 April 2016 monthly milestone	N/A		
31 May 2016 monthly milestone	N/A		
30 June 2016 monthly milestone	N/A		
31 July 2016 monthly milestone	N/A		
Total (ex GST)			

Note: This is not new pricing as the activities performed during this 5 month window were contemplated in the original Project Schedule. This pricing comprises amounts brought forward from the Contractor's [BAFO Submission](as defined in the PIPP attached to this Change Request).

Module 6 Contractor Services.

Organisation Design Support services –Change Lead Seconded (Additional 63 days resulting in the old price of [REDACTED] increasing to [REDACTED] representing an uplift in the Contract price of [REDACTED])

Team Lead 157 [REDACTED] (ex GST)

The above price represents the total amount for this service. Payments totalling [REDACTED] (ex GST) have already been invoiced under Change Request No.2.

Module 7 Professional Services.

Data Profiling services: 20 additional days per resource resulting in the old price of [REDACTED] increasing to [REDACTED] representing an uplift in the Contract price of [REDACTED]

Team Lead	118		
Technical Lead	106		
Data Architect	119		
Data Analyst	101		
Total (ex GST)			

The above price represents the total amount for this service. Payments totalling [REDACTED] (ex GST) have already been invoiced under Change Request No.2.

Data Configuration services: Reallocation of resources and minor extension of effort has resulted in a [REDACTED] reduction in the charges as defined below:

Current Charges

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	172	[REDACTED]	[REDACTED]
REM BA	169	[REDACTED]	[REDACTED]
Data Analyst	169	[REDACTED]	[REDACTED]
Data Entry (2)	338	[REDACTED]	[REDACTED]
Total			

Revised Charges

Team Lead	81	[REDACTED]	[REDACTED]
Project Manager	55	[REDACTED]	[REDACTED]
REM BA	171	[REDACTED]	[REDACTED]
Data Analyst	170	[REDACTED]	[REDACTED]
Data Entry (2)	339	[REDACTED]	[REDACTED]
Total			

The above price represents the total amount for this service. Payments totalling [REDACTED] (ex GST) have already been invoiced under Change Request No.2. The reduction of [REDACTED] (ex GST) will be set off against amounts that are paid under Correctly Rendered Invoices raised under this Change Request.

Summary of pricing changes under this Change Request

This Change Request 3 comprises:

- a) Detailed Design Release 2 Phase [REDACTED] (ex GST)
- b) Interim Implementation (Release 1) Phase [REDACTED] (ex GST)

that are activities bought forward from the Contractor's [BAFO Submission] (as defined in the PIPP attached to this Change Request); and

- a) Organisational Design Support [REDACTED] (ex GST)
- b) Data Profiling: [REDACTED] (ex GST)
- c) Data Configuration [REDACTED] (ex GST)

that fall outside of the Contractor's [BAFO Submission] (as defined in the PIPP attached to this Change Request).

The collective value of the changes associated with Change Request 3 is [REDACTED] (ex GST).

Total Contract Price

Across all streams, the Contract Price is now [REDACTED] (ex GST) comprising the amounts set out below. For the purposes of the Customer Contract, the Contract Price is the Contract Value.

- Detailed Design Release 1 (as set out above)
- Detailed Design Release 2 (as set out above)
- Interim Implementation (Release 1) Phase (as set out above)
- Data Profiling (as set out in Change Request 3)
- Data Configuration (as set out in Change Request 3)
- Organisational Design Support (as set out in Change Request 3)



Total Contract Price (ex GST)



CHANGES TO CSI

No Change.

CHANGES TO CUSTOMER PERSONNEL

No Change.

CHANGES TO CUSTOMER ASSISTANCE

No change

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Not Applicable. The Contractor is currently undertaking the activities described in this Change Request.

Responsibilities of the Contractor

Refer to the updated PIPP attached to this Change Request and the Statements of Work attached to Change Request No.2.

Responsibilities of the Customer

Refer to the updated PIPP attached to this Change Request and the Statements of Work attached to Change Request No.2.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

None

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Not Applicable

EFFECT ON TRAINING

None

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

None

ASSUMPTIONS

None

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

The following documents form this Change Request (in addition to this Change Request Form):

- a) The attached updated Project Implementation and Payment Plan (PIPP);
- b) The attached updated Module Order Form 6 - Contractor Services; and
- c) The attached updated Module Order Form 7 - Professional Services.

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

The PIPP and Statements of Work are amended as set out in the 'New PIPP' section above.

AUTHORISATION

The Contractor is currently performing the activities contemplated in Detailed Design (Release 2) Phase, the Interim Implementation (Release 1) Phase, the Data Profiling services, Data configuration services and Organisational Design Support services in anticipation of this variation. This is at the Contractor's own risk.

Once signed by both Parties, the Customer Contract (as varied by previous Change Requests) 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]

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



Signature of Customer Representative

MUNE BENSCHARD.

Print name

1/07/2016

Date

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

Signature of Authorised Signatory

Print name

Date

FORMED AS AN AGREEMENT

THIS AGREEMENT is made this 1st day of January 1998 between the undersigned parties of the first part and the undersigned party of the second part.

THE PARTIES OF THE FIRST PART are:

1. Mr. [Name] of [Address]

2. Mrs. [Name] of [Address]

3. Mr. [Name] of [Address]

4. Mrs. [Name] of [Address]

5. Mr. [Name] of [Address]

6. Mrs. [Name] of [Address]

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100. Mrs. [Name] of [Address]

ANNEXURE B TO THE CUSTOMER CONTRACT

Schedule 12: PIPP

1. Introduction

- 1.1. The Customer is establishing a new Rail Operations Centre (ROC).
- 1.2. The Customer wishes to implement new technologies at the ROC which will provide enhanced capability to improve key 'day of operations' processes (the ROC Technology Solution).
- 1.3. The ROC Technology Solution consists of the development of four new technology systems (or system capabilities). These systems include:
- (a) Day of Operations Timetable System (DTTS);
 - (b) Incident Management System (IMS);
 - (c) Customer Information Management System (CIMS); and
 - (d) Operational Visual Display System (which will be tendered at a later date).
- 1.3A. The Contractor has been selected as the Systems Integrator responsible for implementing sections 1.3 (a), (b) & (c).
- 1.4. By implementing the ROC Technology Solution the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
<p>Reduced delay times and improved confidence in rail – Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.</p>	<p>Reduced Initial Delay - Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.</p>
<p>Increased operational performance and opportunity for timetable enhancements – Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay – Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the service back to normal following the resolution of an incident. This will place less demands on timetable recovery margins.</p> <p>The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays –</p>	<p>Reduced Customer Perceived Delay - Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the</p>

Objective	SMART Criteria
Improving the customers' ability to make decisions about their transport options.	customer's perceived time of their journeys by 11% by 2018.
Better realising the benefits of future investments in rail capacity – Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.	Creation of a flexible, scalable network control function - The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc.). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC Infrastructure design requirements.
A new world class operating centre and culture – Transforming the way 'day of operations' activities are managed within Sydney Trains, fostering a new culture of collaboration and efficient coordination.	Improved Business Environment - The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.
Improved customer service – Providing the capability to support and enable a new 'customer service model' that will improve customer service and business performance.	Reduction in OPEX - The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new 'customer service model'.
Improved efficiency and sustainability – Providing opportunities for 'day of operations' role re-design and consolidation.	Reduction in OPEX - enabled by new systems, process improvements and colocation.

(together, the ROC Technology Solution Objectives).

- 1.5 To allow the Customer to better evaluate the Contractor's Solution for the ROC Technology Solution, the Customer wishes to engage the Contractor to undertake the Services and Deliverables specified in sections 4, 5, and 6 of this PIPP including, among other things:
- (a) preparation and supply of the Detailed Design Documents for the Detailed Design (Release 1) Phase
 - (b) Preparation and supply of the Detailed Design Documents for the Detailed Design (Release 2) Phase; and
 - (c) commencement of the Interim Implementation of Release 1,
- (the "Project").
- 1.6 This PIPP sets out the scope of the Services and Deliverables that the Contractor will supply in respect of the Project.

- 1.7 The sequence of the ROC Technology Solution has been staged as follows:
- (a) the RFP which solicited the solution being proposed by the Contractor;
 - (b) the High Level Solution Design Phase which assessed the veracity of the proposed solution and the capability of the Contractor. The Deliverables of the High Level Solution Design Agreement represent the core documents required by the Contractor to provide the Detailed Design Deliverables;
 - (c) the Project which is undertaken during the Detailed Design Phase; and
 - (d) subject to the Customer's acceptance of the Contractor's performance and related Deliverables under the Detailed Design Phase (including negotiation of a Final Contract that encompasses a number of the obligations of this Customer Contract) the Customer may, at its sole discretion, notify the Contractor of its intention to transition to the Final Contract. In such situation, this Customer Contract will lapse concurrently to the commencement of the Final Contract in accordance with clause 19.4 of the Additional Conditions.
- 1.8 On or around 7 August 2015 the Parties entered into a letter of intent (**LOI**) under which the Contractor supplied certain services and deliverables (**LOI Deliverables**) that are within the scope of the Deliverables that are to be supplied under the Customer Contract. The Parties acknowledge and agree that:
- (a) the LOI has been superseded by this Customer Contract and the LOI is of no further effect;
 - (b) any sums paid under the LOI are taken to have been paid under this Customer Contract;
 - (c) the terms of this Customer Contract apply to the LOI Deliverables; and
 - (d) the LOI Deliverables are deemed to have been supplied under this Customer Contract and are Deliverables for the purposes of this Customer Contract.

2. Overview of scope of work and Project delivery model

- 2.1 The Contractor must:
- (a) supply the Services and Deliverables described in this PIPP and any additional services and deliverables agreed by the parties as the responsibility of the Contractor;
 - (b) perform all other services functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the services or deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Deliverables described in this PIPP; and
 - (c) complete the Project, and supply the Services and Deliverables in the following phases:
 - iii. the Project Preparation Phase;
 - iv. the Detailed Design (Release 1) Phase;
 - v. the Detailed Design (Release 2) Phase, and
 - vi. the Interim Implementation (Release 1) Phase.

- 2.2 Unless otherwise agreed between the Parties, the Parties acknowledge and agree that the Detailed Design (Release 3) Phase does not form part of the scope of work for the Project.

3. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

CIMS has the same meaning given to that term in the Additional Conditions.

CIMS Contractor means Thales Australia Limited (ABN 66 008 642 751).

Contract Price has the meaning given to that term in section 12.1.1 of this PIPP.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Detailed Design means the Contractor's design of its Solution that has been developed as a Deliverable under the Customer Contract.

Detailed Design Documents means each document that is developed by the Contractor as part of the Detailed Design Phase and approved by the Customer.

Detailed Design Phase means the phase of work that includes the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 6 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 6A of this PIPP.

Dispute means any dispute or disagreement between the Contractor and an Other Contractor (or a dispute between Other Contractors) arising out of or in connection with the Project. A reference to a Dispute, where the Dispute is partly resolved, refers to the unresolved part of the Dispute.

DTTS has the same meaning given to that term in the Additional Conditions.

DTTS Contractor means the DTTS vendor selected by the Customer.

Environment has the same meaning as 'Customer Environment' in the Additional Conditions.

Entry Criteria means for a phase, the criteria that must be met before the Contractor is entitled to commence the work for that phase, as set out in this PIPP.

Final Contract has the same meaning given to that term in the Additional Conditions.

High-Level Design has the same meaning as the term in the Additional Conditions.

High Level Solution Design Agreement means the contract entered into between the Customer and the Contractor for the design services (which includes the High-Level Design) on or about 23 December 2014.

High Level Solution Design Documents means each document (including the High-Level Design) that is developed by the Contractor as part of the High Level Solution Design Phase and approved by the Customer as CSI.

High Level Solution Design Phase means the phase preceding the Detailed Design Phase.

Interim Implementation (Release 1) Phase has the meaning given to that term in section 6B of this PIPP.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

IMS has the same meaning given to that term in the Additional Conditions.

IMS Contractor means Frequentis Australasia Pty Ltd (ABN 25 107 550 489).

Initial Requirements means the requirements set out in Appendix A of this PIPP.

Issues Register has the meaning given to that term in section 7B.4.1 of this PIPP.

Maximum Guaranteed Price means the maximum amount payable by the Customer for Detailed Design (Release 2) Phase, as detailed in section 12.1, based on the assumptions in section 7.7.3.

Milestone Acceptance Form means the acceptance forms in the same or substantially the same form as Appendix E.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Project has the same meaning given to that term in section 1.5 of this PIPP.

Project Preparation Phase means the phase described in section 4 of this PIPP.

Project Schedule means the schedule set out in Appendix C which sets out the delivery dates for the Services and Deliverables during the Detailed Design Phase as updated from time to time by the Customer.

Other Contractors has the same meaning as 'Interfacing Contractor' in the Additional Conditions.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

Requirements means the Initial Requirements as updated by the Updated Requirements.

Requirements Variation has the meaning given to that term in section 7.2.1 of this PIPP.

RFP has the same meaning given to that term in the Additional Conditions.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC Technology Solution has the meaning given to that term in section 1.2 of this PIPP.

SME means subject matter expert.

Solution has the meaning given to that term in section 7.1.8 of this PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Updated Requirements means the Initial Requirements that are updated in the Detailed Design Documents.

4. Project Preparation Phase

4.1 Overview and purpose of Phase

- 4.1.1 The purpose of the Project Preparation Phase is to validate the Contractor's strategic intent and the Solution scope.
- 4.1.2 During the Project Preparation Phase, plans and schedules are prepared and Project resources committed.
- 4.1.3 The Contractor must ensure that:
- (a) all of the Services that it is obliged to supply under the Project Preparation Phase are supplied and completed; and
 - (b) all Deliverables that it is obliged to supply under the Project Preparation Phase are approved by the Customer,
- on or before relevant date(s) specified in the Project Schedule.

4.2 Entry Criteria

- 4.2.1 The Entry Criteria for the Project Preparation Phase is specified in the table below:

#	Criteria	Description
1.	Customer Contract execution	The Contractor and the Customer have executed the Customer Contract.
2.	Acceptance of High Level Solution Design Deliverables	The Customer must have accepted the Deliverables submitted under the High Level Solution Design Agreement or, where conditional acceptance was provided by the Customer, the Contractor has initiated remediation of the conditionally accepted Deliverables
3.	Personnel	The Contractor provides details of the Contractor Personnel proposed for the Detailed Design Phase, as well as the Final Contract.

4.3 Services

4.3.1 The Contractor must supply the following Services as part of the Project Preparation Phase:

#	Description
1.	Prepare for Project kick-off, including: <ol style="list-style-type: none"> engaging the Personnel with the required skill sets to perform the Contractor's obligations under this PIPP; and collating and confirming the names and contact details of those Personnel with the Customer.
2.	All things necessary to prepare for the workshops to be conducted in the Detailed Design Phase, including: <ol style="list-style-type: none"> planning for the Detailed Design Phase workshops; assigning the Personnel with the required skill sets to facilitate the Detailed Design Phase workshops; requesting Customer Personnel based on required skill sets to attend Detailed Design Phase workshops; and preparing materials to facilitate the Detailed Design Phase workshops.
3.	Assess (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project and the ROC Technology Solution) and identify: <ol style="list-style-type: none"> any issues; and risks that may arise during the course of the Project and the ROC Technology Solution.
4.	Review and update the Issues Register to accurately and comprehensively identify all of the issues and risks that the Customer has identified relating to the Project and the ROC Technology Solution.
5.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Project Preparation Phase.
6.	Provide a list of technical requirements for Detailed Design Phase (e.g. remote access)
7.	Participate in the Customer's induction training or other courses as may be required, from time to time.
8.	All things necessary to develop and supply the Deliverables described in section 4.4.

4.3.2 The Contractor must supply the Services which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.4 Deliverables

4.4.1 The Contractor must supply the following Deliverables as part of the Project Preparation Phase:

#	Deliverable	Description	Approver
1.	Detailed Design Phase workshops and planning documents	The following materials required to participate in the workshops required during the Detailed Design Phase. a. workshops and playback schedules; b. Project Schedule (including delivery dates for each Deliverable); c. pro forma workshop agenda; d. list of Contractor participants; and e. list of Customer participants roles.	The Customer
2.	Templates and Standards	Agreement of Detailed Design documentation templates to be used by the Contractor including the Milestone Acceptance Form.	The Customer
3.	Detailed Design Phase Deliverables	Finalisation of the agreed list of Detailed Design Phase Deliverables that were conditionally accepted by the Customer during the High Level Solution Design phase.	The Customer
4.	Personnel	The Customer must approve the list of Specified Personnel proposed for the Detailed Design Phase.	The Customer

4.4.2 The Contractor must supply the Deliverables which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.5 Customer approval

4.5.1 If applicable and subject to section 7.1.10, the Customer must review a Deliverable submitted during the Project Preparation Phase in accordance with Additional Condition clause 5 and within the period specified in Item 32 of the General Order Form.

5. Detailed Design (Release 1) Phase

5.1 Overview and purpose of Detailed Design (Release 1) Phase

5.1.1 The purpose of the Detailed Design (Release 1) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 1 of the ROC Technology Solution.

5.1.2 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Detailed Design (Release 1) Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Detailed Design (Release 1) Phase are approved by the Customer,

on or before the relevant date(s) specified in the Project Schedule.

5.2 Entry Criteria

5.2.1 The Entry Criteria for the Detailed Design (Release 1) Phase is specified in the table below:

#	Criteria	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3 Services

5.3.1 The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase:

#	Description
1.	<p>Implement and perform all the Detailed Design (Release 1) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including:</p> <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensure all required Contractor Personnel are present at the meeting(s); chairing and presenting the Project meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtain participant approval of contents.
2.	<p>Participate in all necessary workshops with the Customer and its relevant stakeholders:</p> <ol style="list-style-type: none"> to clarify the Initial Requirements and validate those Initial Requirements; to identify any changes in those Initial Requirements; and to prepare the documents required as part of the Detailed Design (Release 1) Phase.
3.	<p>Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1) Phase.</p>
4.	<p>Develop a Detailed Design for the ROC Technology Solution for Release 1.</p>
5.	<p>Conduct playback sessions with the Customer and all relevant Customer stakeholders to:</p> <ol style="list-style-type: none"> summarise the key decisions made and Updated Requirements during the Detailed Design (Release 1) Phase and how the Contractor's configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of the ROC Technology Solution Release 1 to be

implemented is understood by all parties.

6. Conduct a risk management workshop with the Customer and all relevant Customer stakeholders to identify and agree on risks to the ROC Technology Solution Release 1.
7. Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Detailed Design (Release 1) Phase.
8. Do all things necessary (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project) to ensure that the Other Contractors carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4.
9. All other things necessary to develop and supply the Deliverables described in section 5.4 and as otherwise directed by the Customer.

5.3.2 The Contractor must supply the Services which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4 Deliverables

- 5.4.1 The Contractor is responsible for the following Deliverables with appropriate input from the contractor providing the IMS solution for Release 1. Refer to the Appendix F for allocation of accountabilities and responsibilities.
- 5.4.2 The Transformation and Change Deliverables (as specified below) are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.
- 5.4.3 The Contractor must, in collaboration with the Other Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase:

#	Deliverable	Description	Approval
Technology Deliverables			
1.	Updated High Level Solution Design	The High-Level Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.	The Customer
2.	Release 1 Architecture Specification	<p>Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms & technology required to deliver the functional & non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ol style="list-style-type: none"> a. Document Overview; b. Document Inputs; and c. Phase Scope; 	The Customer

#	Deliverable	Description	Approval
3.	Release 1 Functional Specification	<p>Systems architecture:</p> <ul style="list-style-type: none"> a. High Level Conceptual Overview; b. Level 2 Business Processes; c. Application Usage View; d. System Integration View; e. Application Structure View; f. Information Architecture (including Reference data requirements); g. Infrastructure Usage View; h. Implementation and Deployment View; and i. Manual Integration; <p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a. Rationale; b. Architecture Risks; c. Architecture Issues; d. Architecture Constraints; e. Architecture Assumptions; f. Architecture Decisions; and <p>Architecture Dependencies.</p>	The Customer
4	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a</p>	The Customer



#	Deliverable	Description	Approval
		minimum: a. auditability; b. availability; c. interoperability; d. maintainability; e. manageability; f. performance; g. portability; h. reliability; i. reporting; j. scalability; k. security; and l. usability.	
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems. A detailed build specification for each interface will be created during the build phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service -</p> <ul style="list-style-type: none"> a. High level Data flows between applications to support the business processes; b. Data objects required by consumer – request; c. Data objects available from consumer – response; and d. Data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. A detailed build specification for each interface will be created during the build phase and will describe the relevant acceptance criteria for each interface.</p>	The Customer
6.	Project Communication Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p>	The Customer

#	Deliverable	Description	Approval
		<ul style="list-style-type: none"> a. what needs to be communicated and to whom; b. how often these exchanges should happen; and c. in what format and why they're necessary. 	
7.	Release 1 Data Management Plan	<p>This document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, based on business rules provided by the Customer, and effective and efficient system integration of REM IMS with other Customer systems; b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the Customer's <i>Solution Architecture Document</i>. 	The Customer
8.	Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a. Data Requirement Classifications (Master data, Migration Data, BI data); b. Data Migration Requirements; and c. Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a. the real-world object type represented by that data set; b. the recommended data maintenance method(s) in REM IMS; c. the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d. whether REM IMS can play the role of MDM source for that data; e. the volatility of that data; and f. data translations (if any) required to integrate with existing Customer systems 2. for each type of master or reference data requested by REM IMS from other Customer 	The Customer

#	Deliverable	Description	Approval
9.	Updated Technology Implementation Strategy	<p>systems:</p> <ol style="list-style-type: none"> a. what data is required in the request and response messages b. the business rules governing each message; c. how those business rules are enforced; <p>3. for each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ol style="list-style-type: none"> a. the source and target systems; b. the message type and message header type; c. any encryption, security or certification considerations; d. the methods used to handle non-compliant data in the source system; e. any record selection filters required; and f. any record level transformations required. 	The Customer
		<p>The Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ol style="list-style-type: none"> a. personnel & organisation; b. implementation approach, including: <ul style="list-style-type: none"> o releases; o system verification and validation; o system change management; o release & deployment management; and o change implementation; c. summary of impacted system components; d. preliminary requirements for 'go-live'; e. implementation plan (start criteria, phases, timelines, critical path milestones); f. verification instructions; g. roll back plan; h. post implementation support; i. post migration activities; and 	

#	Deliverable	Description	Approval
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		j. steps required to initiate/install a new system/process/function or decommission an old system/process/function.	
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10.	Release 1 Technology Implementation Plan (draft)	<p>The base template for the draft Release 1 Technology Implementation Plan will be developed and agreed. The plan will outline the plan approach for the roll out of the relevant components for Release 1.</p> <p>The final version of Release 1 Technology Implementation Plan will be developed during the interim build phase and provides a detailed plan and schedule of activities to deploy the solution into the Environment. It must address training, development of, and installation of the product into the Environment, cutover and roll back.</p> <p>Note: The final version must be provided at least 40 Business Days prior to anticipated deployment date for Release 1.</p>	The Customer
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11.	Technology Test Strategy	<p>Technology Test Strategy refers to the program test framework and must include the following:</p> <ul style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability. Assumptions, test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases d. Environment(s) - Test Environment strategy including where the each testing phase will take place, environment management, release management e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; defect management, test reporting, completion criteria f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include g. a number of organisations) h. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required) i. Document Revision & History j. Approvals 	The Customer
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#	Deliverable	Description	Approval
12.	Updated Project Management Plan	<p>The Updated Project Management Plan (UPMP), shall be based on the PMP submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a. current project status; b. project overview; c. scope & deliverables; d. solution approach, including: <ul style="list-style-type: none"> I. architecture & phase approach; II. organisation Change management; and III. delivery approach; e. budget & schedule; f. dependencies; g. roles & responsibilities; h. project control; i. quality management; j. work breakdown structure (WBS) for Deliverables identified in section 7.4; and k. key risks & issues. 	The Customer
13.	RACI	<p>The RACI Deliverable must detail the deliverables and respective obligations of the Systems Integrator, Other Contractors and the Customer.</p> <p>Note an initial draft of the Detailed Design document deliverables RACI is listed in section Appendix F.</p>	The Customer
14.	Agreed Final Contract	The Final Contract will incorporate Detailed Design activities as contemplated in the Detailed Design Agreement. The Agreement shall be based on Procure ITv3.1 as amended by the Additional Conditions.	The Customer and Contractor
15.	Detailed Implementation & Maintenance Phase PIPP	The Detailed Design, Implementation and Support PIPP is an enhanced version of the PIPP provided by the Contractors during the High Level Solution Design phase, amended as a consequence of findings during the Detailed Design phase.	The Customer and Contractor
16.	Updated Release 1 Product Gap Analysis	The Updated Release 1 Product Gap Analysis shall be based on the Product Gap Analysis submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by	The Customer

		<p>the Contractor/Other Contractor (as applicable) during the Detailed Design Phase. The Release Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ol style="list-style-type: none"> track the functional gaps for the application; show traceability to the resolving application enhancements; show traceability to the resolving business workarounds; and if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	
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17.	Release 1 System Test Plan	<p>The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include:</p> <ol style="list-style-type: none"> Test plan identifier; References; Introduction; Test Objectives; Test items; Software risk issues; Features to be tested and traceability; Features not to be tested and reasons; Approach including the use of stubs, simulators etc; Item pass/fail criteria (if different from Strategy); Suspension criteria and resumption requirements (if different from Strategy); Test deliverables; Environmental needs; Staffing and training needs (if different from Strategy); Responsibilities; Schedule of tasks and assigned staff; Planning risks and contingencies; Approvals; and Glossary. 	
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18.	Requirements	The Requirements Traceability Matrix Deliverable	The
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#	Deliverable	Description	Approval
	Traceability Matrix updated for Release 1	<p>shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a. an outline of the business requirements/capabilities; and b. an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	Customer
19.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy Deliverable details the process for managing end to end environments. This document contains processes for:</p> <ul style="list-style-type: none"> a. Booking and reserving test systems b. Tracking environment changes c. Managing environment contention d. Code/Defect management (Code promotion processes) e. Environment scheduling f. Configuration tracking g. Data Management (Extracts, transforms loads) h. Managing interdependent projects 	The Customer

Transformation and Change Deliverables

20.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. best practice levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation 	The Customer
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#	Deliverable	Description	Approval
		<p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Best practice process flows Deliverable description:</p> <p>The best practice process flows will describe the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a. best practice levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>	
21.	Draft recommended ROC Organisational Structure	<p>The Contractor recommended ROC organisational structure will conform to best practice identified elsewhere in the Customer Contract.</p> <p>The Contractor recommended ROC Organisational Structure will detail and define roles, detail and define position purpose and high level description/s.</p>	The Customer
22.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (note updated assumptions section):</p> <ul style="list-style-type: none"> a. Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b. Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c. Communication; the way and extent that change impacts the information flow required 	The Customer



#	Deliverable	Description	Approval
23.	Release 1 Training Needs Analysis	<p>within the organisation.</p> <p>d. Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change.</p> <p>e. Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors.</p> <p>f. Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g. Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h. Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i. Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j. Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will accompany the Release 1.</p> <p>The Release 1 Training Needs Analysis details the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Implementation & Maintenance Phase.</p>	The Customer

5.4.4 The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.

6. Detailed Design (Release 2) Phase

6.1 Overview and purpose of Detailed Design (Release 2) Phase

6.1.1 The purpose of the Detailed Design (Release 2) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 2 of the ROC Technology Solution.

6.2 Services and Deliverables under Detailed Design (Release 2) Phase

6.2.1 The Contractor must provide:

- (a) the Services described in section 5.3 for each product that is part of Release 2 (being DTTS and CIMS), on the basis that the wording in section 5.3 is to be read as if the Services were for the products that comprise Release 2 being DTTS and CIMS (rather than IMS) and any reference to Release 1 is to be read as a reference to Release 2; and
- (b) the Deliverables described in sections 5.4 and 6.2.2, on the basis that the wording in those sections is to be read as if those Deliverables were for each product that comprises Release 2, being DTTS and CIMS (rather than IMS) and any reference to Release 1 is to be read as a reference to Release 2. For clarity, the Detailed Design (Release 2) Phase Deliverables to be produced by the Contractor for Release 2 Detailed Design may take the form of one Deliverable for the whole of Release 2 or one Deliverable per product, for each of CIMS and DTTS. The separation of Deliverables produced for Release 2 will be agreed with the Customer pursuant to clause 4.4.1.3

6.2.2 For the purposes of Release 2, the descriptions for the Operating Model as provided in Item 20 of Section 5.4 have been changed as set out in the table below.

Transformation and Change Deliverable for Release 2

Item	Operating Model	The Customer
20.	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the CIMS or DTTS Contractor</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice; b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p>	

Future State process flows Deliverable description:

The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.

The Operating Model must address the following:

- a. future state levels 2-4 process flows;
- b. validation of processes against real life scenarios

Capability gaps in systems and processes deliverable description:

Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.

The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.

6.2.3 The Parties acknowledge and agree that:

- (a) Deliverable number 20 (Operating Model Description) under Release 1 has been amended pursuant to CR1, so that the initial requirement for future state processes is now a requirement for best practice processes; and
- (b) Deliverable number 20 (Operating Model Description) under Release 2 contains a requirement for future state processes,

and that this has materially impacted the effort required by the Contractor to meet its obligations in respect of the Operation Model Description under Release 2. The Parties agree to negotiate the associated cost difference in good faith and will incorporate the resultant cost difference into the Implementation Agreement.

6.2.3 For clarity, the Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.

6.2.4 The Contractor acknowledges and agrees:

- (c) that the cost for the Services and Deliverables (excluding the Transformation and Change Deliverables set out in section 5.4 and updated by section 6.2.2 above) under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (d) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will

reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

6A. Detailed Design (Release 3) Phase

6A.1 Overview and purpose of Detailed Design (Release 3) Phase

6A.1.1 The purpose of the Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design for the Release 3 (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution.

6A.2 Services and Deliverables under Detailed Design (Release 3) Phase

6A.2.1 The Parties acknowledge and agree that, the Customer may elect, in its absolute discretion, to enter into a contract in substantially the same form as this Customer Contract for:

- (a) the Detailed Design (Release 3) Phase Services for each product that comprises Release 3, being IMS, DTTS and CIMS. The Services to be supplied will be some or all of those Services described in section 5.3 except that the Services are to be read as those Services for each product that comprises Release 3 being, IMS, DTTS and CIMS, which form part of the Detailed Design (Release 3) Phase; and
- (b) the Detailed Design (Release 3) Phase Deliverables for Release 3, being IMS, DTTS and CIMS. The Deliverables to be provided will be some or all of those Deliverables described in section 5.4 except that the Deliverables are to be read as those Deliverables for each product that comprises Release 3, being IMS, DTTS and CIMS.

6A.2.2 The Customer acknowledges and agrees:

- (a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had not previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) the Parties acknowledge and agree that they will negotiate in good faith a contract price for the Detailed Design (Release 3) Phase during the Detailed Design (Release 2) Phase.

6B. Interim Implementation (Release 1) Phase

6B.1 Overview and purpose of Interim Implementation (Release 1) Phase

6B.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.1) into the Environment. The Interim Implementation (Release 1) Phase will start on the 2nd November 2015.

6B.1.2 the Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production and that this section 6B shall be subsumed by the Final Agreement and clause 19.6 of the Additional Conditions will apply.

6B.1.3 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and

- (b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

6B.2 Entry Criteria

6B.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer's sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

6B.3 Services

6B.3.1 Subject to sections 7.6 and 7.7, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 6B.4 and as otherwise directed by the Customer.

6B.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6B.4 Deliverables

6B.4.1 Subject to sections 7.6 and 7.7, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver
Documentation Deliverables			
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
6.	Updated Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a. Data Requirement Classifications (Master data, Migration Data, BI data); b. Data Migration Requirements; and c. Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ul style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a. the real-world object type represented by that data set; b. the recommended data maintenance method(s) in REM IMS; c. the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d. whether REM IMS can play the role of MDM source for that data e. the volatility of that data; f. data translations (if any) required to 	The Customer



#	Deliverable	Description	Approver
		<p>integrate with existing Customer systems.</p> <p>2. for each type of master or reference data requested by REM IMS from other Customer systems:</p> <p>a. what data is required in the request and response messages</p> <p>b. the business rules governing each message</p> <p>c. how those business rules are enforced</p> <p>3. for each type of transactional data flowing between REM IMS and another system (in either direction):</p> <p>a. the source and target systems</p> <p>b. the message type and message header type</p> <p>c. any encryption, security or certification considerations</p> <p>d. the methods used to handle non-compliant data in the source system</p> <p>e. any record selection filters required</p> <p>f. any record level transformations required.</p>	
6.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
7.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
8.	Deployment & Implementation Plan	Document describing the process, tasks and responsibilities for controlled movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.	The Customer
Technical Deliverables			
1.	TIBCO Release 1	Planning for TIBCO configuration to deliver IMS functionality as well as Legacy-IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer
2.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer

6B.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6B4.3 The Contractor acknowledges and agrees:

- (a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

7. Acceptance, Change Request and Assumptions

7.1 Acceptance

7.1.1 The Contractor must:

- (a) in collaboration with the Customer and Other Contractors (as required) participate in workshops and liaise with appropriate Personnel to ensure that all requirements are confirmed and understood; and
- (b) liaise with the Customer and Other Contractors (as required) to ensure that all Detailed Design Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

7.1.2 Subject to section 7.1.10, the Deliverables to be provided by the Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted. The definition of completeness can be subjective, as some aspects of a Deliverable will be further refined as part of the Implementation & Maintenance Phase. The Deliverables must be approved as a pre-condition to the entering the Implementation & Maintenance Phase, unless otherwise waived by the Customer in its sole and absolute discretion.

7.1.3 Deliverables from Other Contractors will be reviewed by the Contractor as the System Integrator. Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail, the Contractor will request the Customers endorsement of that document. This endorsement will assist the Contractor in finalising the acceptance of a deliverable.

7.1.4 The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

- (a) Milestone Acceptance Forms must be signed in writing by the Contractors Project Director and Customers Program Manager (or the Customer's Program Manager's authorised nominee);
- (b) Deliverables must be approved by the Contractor's Project Manager (as specified in the Appendix B) or Contractor's Project Director (as specified in the Appendix B); email approval is sufficient;
- (c) Other Contractors Deliverables must be endorsed by a Customers delegate; email endorsement is sufficient;
- (d) Contractors Documents/Deliverables must be approved by a Customers Program Delegate; email approval is sufficient;
- (e) the Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report;



- (f) The Contractors program team will authorise a nominated delegate for each vendor area that will have the authority to endorse/approve submitted Deliverables;
- (g) Upon each Deliverable submission, approval/endorsement is expected within 5 Business Days or as otherwise agreed between the Parties;
- (h) Deliverables not approved/endorsed by the Customer must be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer;
- (i) The re-submission consists of rectified defects only and must be clearly identified as such; and
- (j) The documents/deliverable is considered approved once the defects have been rectified and accepted.

The approval process flow is identified in the following diagrams:



7.2 Change Request

7.2.1 If:

- (a) during the Project the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Initial Requirements (**Requirements Variation**); and
- (b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations; or
- (c) during the Project the Contractor identifies that the Customer's required Project Schedule for the Solution has materially changed from the draft Project Schedule in Annexure C; and
- (d) the change in the Project Schedule materially changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

7.2.2 If:

- (a) the Contractor is entitled to give the Customer a Change Request under section 7.2.1; and
- (b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits the Detailed Design Documents,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

7.3 Not used

7.4 Summary Table of Deliverables and expected delivery dates

(Note: all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and documented in the associated draft Project Schedule).

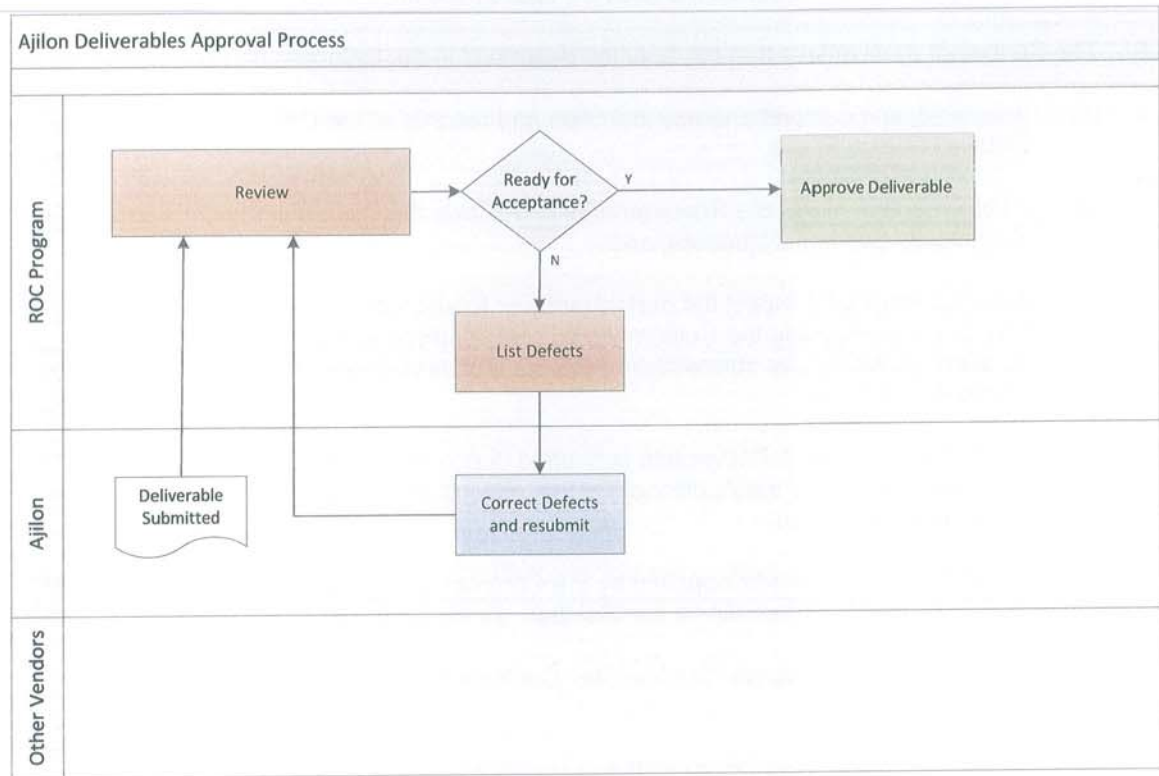
For the purposes Detailed Design Release 2 any reference to Release 1 in this table below is to be read as a reference to Release 2.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 1	Updated High Level Solution Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 2	Release 1 Architecture Specification	<i>Document</i>	<i>As specified in the draft Project</i>	<i>10 Business Days after delivery of the Deliverables as specified in the</i>

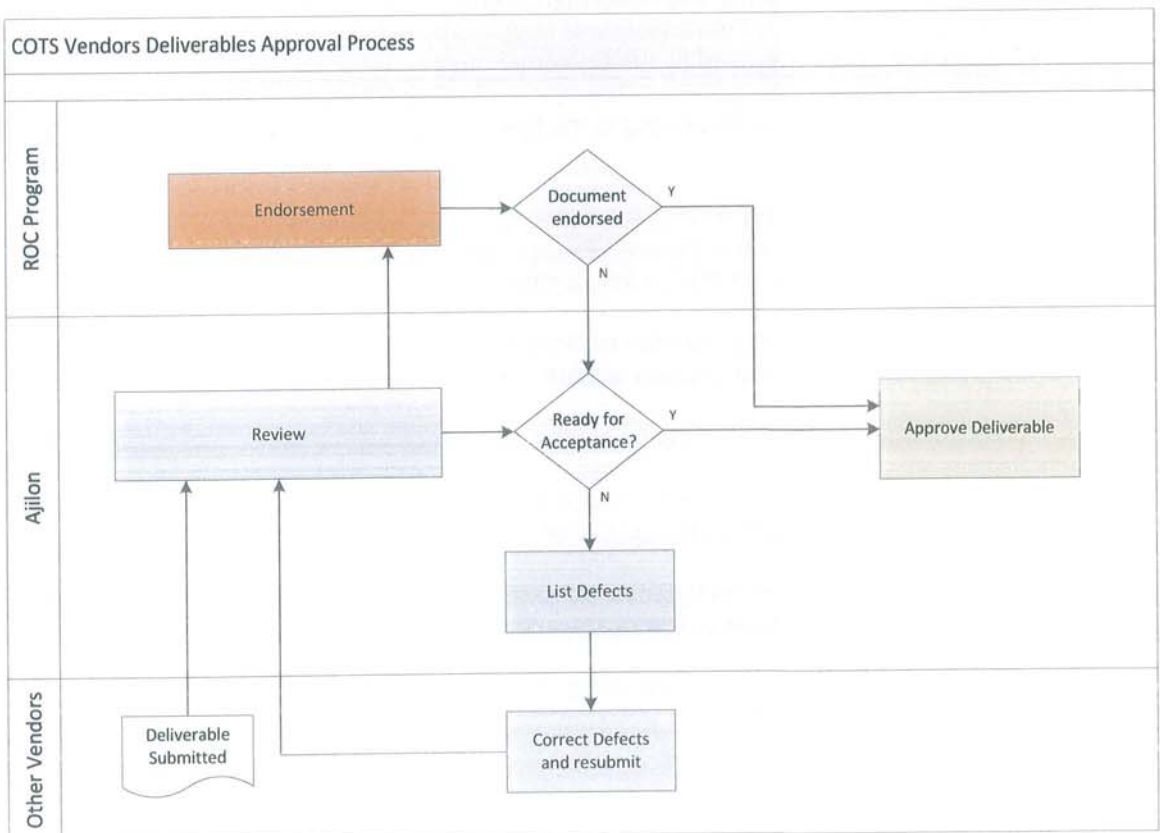


Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
			<i>Schedule</i>	<i>Project Schedule.</i>
WBS 3	Release 1 Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 4	Release 1 Non-Functional Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 5	Release 1 Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 6	Project Communication Plan for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 7	Release 1 Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 8	Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 9	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 10	Release 1 Implementation Plan (draft)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Contractor Deliverables:



Other Contractor Deliverables:



- 7.1.5 The Contractor must supply the Deliverables which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.
- 7.1.6 The Contractor must ensure that the Solution described in the Detailed Design Documents:
- (a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
 - (b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
 - (c) does not negatively impact the performance or functionality of the Customer's Environment (including the Customer's current solution) that will interface with the Solution, excluding any downstream systems, not directly interfacing with the ROC Technology Solution.
- 7.1.7 The Customer must review a Deliverable submitted during the Detailed Design Phase in accordance with clause 4 of the Additional Conditions and within the period specified in Item 32 of the General Order Form.
- 7.1.8 The Detailed Design Documents supplied by the Contractor under the Detailed Design Phase and approved by the Customer will be the 'Solution' for the purposes of this PIPP.
- 7.1.9 For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be:
- (a) the Initial Requirements (as amended or updated in any documents supplied under the Detailed Design Phase and approved by the Customer);
 - (b) the specifications, designs, any performance standards or other requirements for the Solution set out in any of the documents supplied by the Contractor in the Detailed Design Phase and approved by the Customer; and
 - (c) any other the requirements relating to the Deliverables or the Solution as set out in this PIPP.
- 7.1.10 The Contractor agrees that any review, comment, approval, endorsement or election (including an election in respect of Detailed Design Documents) or failure to review, comment, approve, endorse or elect on the part of the Customer under the Customer Contract:
- (a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the detailed design;
 - (b) does not limit or affect the provision of the Contractor's warranties or indemnities;
 - (c) does not constitute any express or implied representation, election, waiver or acquiescence on the part of the Customer;
 - (d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
 - (e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
				<i>Project Schedule.</i>
WBS 27	Updated Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 28	Updated Project Communication Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 29	Updated Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 30	Updated Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 31	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 32	Deployment & Implementation Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 33	Interface Technical Specifications	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

7.5 Contract Period

The Commencement Date is the date as stated the General Order Form with a contract expiry as specified in item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

7.6 Exclusions

- 7.6.1 Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables.
- (a) Operational Visual Display System (OVDS)
 - (b) software licencing for IMS, DTTS and CIMS
 - (c) Business Analytics and Intelligence products
 - i. Business Analytics has not been included in the scope of the Contractor's Services or Deliverables.
 - (d) Safety Assurance
 - i. The Contractor will work with the Customer to support Safety Assurance activities, but accountability remains with the Customer. See Implementation Strategy - section 10 (Safety Assurance) for further clarification.
 - (e) Optional Interfaces:
 - i. The Contractor has identified 61 interface flows required to deliver the ROC Technology Solution. In addition, a further five interface flows have been identified as optional. These interface flows will deliver value to the Customer but are not essential to deliver the ROC Technology Solution. Detailed design and development of optional interface flows has been excluded from the scope and cost estimates for this phase.
 - (f) Master Data Management in Source Systems
 - i. As per the BAFO, master data management in source systems, (including data analysis, data cleansing, and data conversion & migration) is excluded from the Interim Implementation (Release 1) Phase,

7.7 General Assumptions

7.7.1 Program Assumptions

- (a) Project Governance: While the business requirements of the system are defined by the Customer, the project design authority for the technical solution and interfaces to external systems rests with the system integrator and governance team.
- (b) The Contractor has assumed a commencement date of 27 July 2015 for Detailed Design (Release 1) Phase.
- (c) The Contractor (as the Systems Integrator) will develop the Technology Test Strategy during the Detailed Design Phase.
- (d) The Customer will develop the Data Management Strategy during the Detailed Design Phase for the ROC Technology Solution and the Contractor will manage the Other

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 11	Technology Test Strategy	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 12	Updated Project Management Plan	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 13	RACI	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 14	Agreed Final Contract	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 15	Detailed Implementation & Maintenance Phase PIPP	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 16	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 17	Release 1 System Test Plan	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 18	Requirements Traceability Matrix for Release 1	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.



Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 19	Technology Environment Management Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 20	Operating Model	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 21	Draft recommended ROC organisation structure	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 22	Change Impact Analysis (Release 1)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 23	Release 1 Training Needs Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
Interim Implementation (Release 1) Phase				
WBS 24	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 25	Updated Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 26	Updated Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the</i>

Contractors (or third party) who will conduct the data migration activities during the Implementation & Maintenance Phase.

- (e) Based on feedback from the Customer Release 1 is specific to IMS only. Any changes to this approach during Detailed Design Phase may require re-baseline of the schedule and effort and may impact on maximum guaranteed price/maximum price.
- (f) IT environments required to allow for the development, testing and QA of the overall solution will be provided by the Customer as and when required.
- (g) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- (h) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Other Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- (i) The Contractor is not responsible for resolving data quality issues and Other Contractor(s) will be contracted directly by the Customer as required (NB The Contractor is to exhaust all options before escalation).
- (j) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Other Contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- (k) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- (l) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- (m) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- (n) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
- (o) The software supplied by the Other Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- (p) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- (q) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- (r) Any information reasonably requested by the Contractor to Other Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- (s) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.



- (t) The Customer will work with Other Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the project schedule including testing of the solution.
- (u) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- (v) Once additional dependent projects (as listed in Project Management Plan section 6.5) are added to the project scope there could be additional effort incurred and a corresponding change request raised.
- (w) OCM Change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Contractor assisting within the existing framework as set out by the Customer.
- (x) The site and system environment for deploying the vendor solutions will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of Voice Mail messages.
- (y) In case of missing systems to be integrated, simulation devices are provided and accepted as valid verification methods regarding the IMS functionality.
- (z) All project deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- (aa) Prior to the start of each stage the detailed planning, deliverables, resources and entry and exit criteria have been agreed by all parties.
- (bb) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- (cc) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- (dd) The project plan and associated services estimates are subject to the agreement of the Statement of Work/PIPP and other associated contracts.
- (ee) Any key Customer Project dependencies must be completed within the agreed timeline.
- (ff) The Customer reasonable endeavours to work with the Other Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- (gg) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in detailed design workshops.
- (hh) Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.
- (ii) The responsibilities for delivery of Services and Deliverables will be as listed in section 4, 5, 6 and 6A above.

- (jj) For the change Impact Analysis deliverable our assumption is that a baseline for each dimension is provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- (kk) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.

7.7.2 Technical Assumptions

7.7.2.1 The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- (a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for configuration and customisation.
- (b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- (c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- (d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- (e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Other Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- (f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- (g) As a minimum, the Customer will manage and provide the necessary environments for the ROC program, (the Technology Environment Management Strategy document will provide a definitive list).
- (h) The Customer will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- (i) The Contractor will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Other Contractor
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and

- iv. 'User Acceptance Testing' environment.
- (j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- (k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into Other Contractor's solutions without rework.
- (l) SMEs familiar with the data layout, it's meaning and purpose are available and support the data import process.
- (m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- (n) All interfaces will be developed using TIBCO.
- (o) Subject to section 7B.8, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

7.7.3 Detailed Design (Release 2) Pricing Assumptions

As detailed in section 12.1 below, the Price for the Detailed Design (Release 2) Phase will not exceed the Maximum Guaranteed Price, subject to the following assumptions:

#	Assumption	Achieved or confirmed as at the date of Change Request 3.
(a)	Detailed Design (Release 2) will be limited to a fixed duration of 90 Business Days, commencing 2 November 2015 and completing on or before 18 March 2016;	Not achieved
(b)	Detailed Design (Release 2) commences on or before 2 November 2015;	Achieved
(c)	Other Contractors (CIMS & DTTS) and the Contractor completing Detailed Design (Release 2) within 5 Business Days of each other to prevent duplication of effort by the Contractor;	Not achieved
(d)	all Customer Supplied Information documentation is available prior to Detailed Design (Release 2) commencement;	Achieved
(e)	dependent Customer documentation that is not CSI will be available, at a minimum 20 Business Days prior to any dependent deliverable documents' due date;	
(f)	activities related to DTTS prototyping are not in scope for the Detailed Design (Release 2) phase	Confirmed

#	Assumption	Achieved or confirmed as at the date of Change Request 3.
	unless they are specific to Detailed Design (Release 2);	
(g)	Project shutdown for the Christmas break is from 19 December 2015 to 3 January 2015 (inclusive);	Confirmed
(h)	<p>the Contractor identified the following interface flows required to deliver the ROC Technology Solution during High Level Solution Design Phase, accordingly, only the interface flows listed below will be part of the Detailed Design for Release 2:</p> <p>(i) original CIMS outbound = 31;</p> <p>(ii) original CIMS inbound (not related to DTTS or IMS) = 5 (out of 9 total for Release 3 when IMS and DTTS are integrated);</p> <p>(iii) original DTTS outbound = 5 (out of 9 total for Release 3 when IMS and CIMS are integrated); and</p> <p>(iv) original DTTS inbound = 6 (out of 7 total for Release 3 when IMS is integrated).</p>	
(i)	the variation procedures in Schedule 4 will apply to any changes to schedule, scope or deliverables associated with this engagement in line with clause 6.18 of Part 2 of the Customer Contract.	Confirmed

The Contractor acknowledges and agrees:

- (a) that the cost for the Services and Deliverables (excluding the Transformation and Change Deliverables set out in section 5.4 and updated by section 6.2.2 above) under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

7.7.4 Assumption for Interim Implementation (Release 1) Phase

- (a) The Contract Price for the Interim Implementation (Release 1) Phase (as set out in section 12.1) has been calculated based on the Deliverables specified in table 6B.4 that will be completed over a 75 Business Day period.



7A. Implementation

7A.1 Where work performed (Site)

All the necessary work must be carried out at the Customer's site with the exception of requirements for meetings at other Customer locations, or at nominated locations within Australia, or any other site agreed between the Parties.

7A.2 Implementation strategy

7A.2.1 The Contractor must provide an implementation strategy that includes:

- (a) an implementation strategy that meets the ROC Technology Solution Objectives; and
- (b) how the Contractor will implement its Solution as part of the ROC Technology Solution and ensure that the Customer can continue to meet its operational and safety needs.

7A.2.2 The implementation strategy will follow the approach outlined in the Contractor's systems integration methodology and provide information on key items including the items specified in Deliverable No.9 in sections 5.4, 6.4 and 6A.4.

7B. Project Management

7B.1 Advice and knowledge transfer

Subject to the exclusions in section 7.6, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

7B.2 Contractor assistance

If requested, the Contractor must participate all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- (a) that the Initial Requirements, or if amended the Requirements, are accurate and complete; and
- (b) the Contractor's proposed solution.

7B.3 Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

7B.4 Risk management

7B.4.1 As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- (a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- (b) includes Delivery Risks,

(Issues Register).

7B.4.2 The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Contract Date.

7B.4.3 As at the date the Contractor provides the a draft of the Issues Register under section 7B.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

7B.4.4 The Contractor must report to the Customer:

- (a) any issues or risks (including any Delivery Risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- (b) any change in the status of the Delivery Risks, immediately on becoming aware of that change in status.

7B.5 Cooperation with Other Contractors

7B.5.1 The Contractor must, at no additional cost to the Customer:

- (a) coordinate and cooperate with the Other Contractors in relation to the Project;
- (b) without assuming any liability for the contents of an Other Contractor's Detailed Design document, provide all assistance and cooperation reasonably required by the Other Contractors;
- (c) comply with all other requests of the Other Contractors to the extent relevant to the Contractor's Services or Deliverables;
- (d) not delay or interfere with the performance of the Other Contractors' Services or Deliverables in relation to the Project;
- (e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to an Other Contractor's Services or Deliverables in relation to the Project; and
- (f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

7B.6 Communication with Other Contractors

7B.6.1 The Contractor must not, without the Customer's prior written consent:

- (a) give an Other Contractor a direction or instruction which will or is likely to vary the Other Contractor's scope in relation to the Project;
- (b) give an Other Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Other Contractor in relation to the Project;
- (c) give an Other Contractor a direction or instruction which will or is likely to delay the time that the Other Contractor is obliged to complete Services or Deliverables in relation to the Project;
- (d) accept directions or instructions from any Other Contractor in relation to the Services or the Deliverables; or
- (e) consent to any waiver, release, variation or reduction to or of any obligation of any Other Contractor in relation to the Services or the Deliverables.

7B.6.2 The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and an Other Contractor, or between Other Contractors, in connection with the Project.

7B.7 Disputes between the Contractor and Other Contractors

7B.7.1 The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with an Other Contractor by discussion and negotiation without the Customer's involvement.

7B.7.2 Where the Contractor has notified the Customer under section 7B.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.

7B.7.3 The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.

7B.7.4 The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

7B.8 Reliance on Other Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Other Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

7B.9 Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

7B.10 Delivery Address

7B.10.1 The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

7B.10.2 The Contractor must comply with all reasonable requests of the Customer when access the delivery address as well as any requirements specified in Item 25 of the General Order Form.

8. Customer Supplied Items (CSI) and Customer obligations

8.1 CSIs and obligations

8.1.1 Subject to section 8.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Contract Date:

- (a) project scope (as documented in the architecture blueprint);
- (b) functional requirements (as provided in the RFP);
- (c) non-functional requirements (as provided in the RFP);
- (d) draft Implementation & Maintenance Phase PIPP
- (e) system security requirements;

- (f) data management strategy;
- (g) project concept and review;
- (h) architecture blueprint;
- (i) systems impacted (existing);
- (j) interface specifications (where available);
- (k) technical policies and standards;
- (l) draft Procure IT (the Customer Contract and this PIPP);
- (m) ROC organisation structure;
- (n) ROC program high level roadmap;
- (o) draft ROC program test management framework;
- (p) current processes;
- (q) concept of operations;
- (r) Transformation and Change Requirements v4.1;
- (s) ROC Systems Assurance and Planning Framework documents; and
- (t) ROC Data Architecture High-Level Strategy.

8.1.2 The Customer must:

- (a) provide the High Level Solution Designs provided by Other Contractors;
- (b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- (c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- (d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- (e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project; and
- (f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP.

8.1.3 The Parties acknowledge and agree that the Customer Supplied Items are those items specified in sections 8.1.1(a) – (t), 8.1.2(a) and 8.2.1.

8.2 CSI Facilities and Equipment

8.2.1 The Customer has provided the following CSI, subject to the following conditions:

- (a) Desktop equipment for the agreed number of Contractor's Personnel working on Site, , subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- (b) Ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;
- (c) Internet Access from each desktop to access the Contractor's Webmail and Intranet
Note: Security certificates get replaced by the Customer Proxy that might result in some sites not working correctly;
- (d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor's Australian offices; and
- (e) Including the following activities, tasks, functions and responsibilities and supply the following items;

#	Item	Description
1.	Master Data Management	Plan and execution of Master Data Management requirements
2.	Environment Setup – Development	Execution of the Development component of the Environment Setup
3.	Environment Setup – SAT	Execution of the SAT component of the Environment Setup
4.	Environment Setup – SIT	Execution of the SIT component of the Environment Setup
	[Not used]	
	[Not used]	
7.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network

8.3 CSI verification

- 8.3.1 Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 8.3.2 In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.

Deliverable	Price per Unit	Quantity	Extended Price
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follows:

28 August monthly milestone		1	
25 September monthly milestone		1	
30 October monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 1		1	
Sub-Total:			
Any Other Charges:			
GST:			
This is the Contract Price (including GST)			Total Amount:

Release 2 Detailed Design

4 December 2015 monthly milestone			
15 January 2016 monthly milestone			
19 February 2016 monthly milestone			
18 March 2016 monthly milestone			
Change Request 3			
15 April 2016 monthly milestone			
15 May 2016 monthly milestone			
15 June 2016 monthly milestone			
15 July 2016 monthly milestone			
Residual payment on Acceptance of			



- 8.3.3 Within a reasonable time after receiving a notice of CSI deficiency from the Contractor, to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

9. Personnel

- 9.1.1 The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 9.1.2 Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 9.1.3 The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 9.1.4 Nothing in Appendix B affects the scope of the obligations of either party as described in sections 4, 5 and 6 of this PIPP.

10. Subcontractors

- 10.1 The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor in the Detailed Design Phase workshops with the Customer, except where the Customer has engaged the Subcontractor independently.

11. Approval by the Customer

- 11.1 Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with clause 5 of the Additional Conditions and as per sections 5.4, 6.4 and 6A.4 (as applicable) above.
- 11.2 The Customer's approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

12. Payment Plan

12.1 Contract Price

- 12.1.1 The Contract Price for the Contractor to complete Release 1 and Release 2 of Detailed Design and the Interim Implementation (Release 1) Phase are detailed below.
- 12.1.2 For clarity, the Contract Price for the Release 2 Detailed Design set out in the table below is a Maximum Guaranteed Price. Following good faith negotiations between the parties, the final price will be notified by the Contractor to the Customer, and that price (which, subject to the assumptions in section 7.2.2 must be no more than the Maximum Guaranteed Price) will be binding on the parties.

Deliverable	Price per Unit	Quantity	Extended Price
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Release 1 Detailed Design

Detailed design deliverables funded as

Deliverable	Price per Unit	Quantity	Extended Price
Detailed Design Deliverables for Release 2			
			Sub-Total:
			Any Other Charges:
			GST:
Contract Price (including GST)			Total Amount:

Interim Implementation (Release 1) Phase

30 November 2015			
18 December 2015*			
29 January 2016			
29 February 2016			

Change Request3

31 March 2016 monthly milestone			
30 April 2016 monthly milestone			
31 May 2016 monthly milestone			
30 June 2016 monthly milestone			
31 July 2016 monthly milestone			
			Sub-Total:
*18 December is Christmas close down date for the ROC Program			Any Other Charges:
			GST:
Contract Price (including GST)			Total Amount:

Contract Price



Deliverable	Price per Unit	Quantity	Extended Price
Detailed Design Release 1			[REDACTED]
Detailed Design Release 2			
Interim Implementation (Release 1) Phase			
Total Contract Price (ex GST)			[REDACTED]

12.2 Payment

- 12.2.1 The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 12.1.1.
- 12.2.2 The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.
- 12.2.3 In the event that the Final Contract is not executed by 31 July 2016 , or the Detailed Design (Release 1) Phase is not extended, the parties will negotiate, in good faith, stand-down and re-mobilisation costs.

- 12.2.4 The Total Contract Price is comprised of the following amounts (ex GST):

Detailed Design Release 1 (as set out above)
 Detailed Design Release 2 (as set out above)
 Interim Implementation (Release 1) Phase (as set out above)
 Data Profiling (as set out in Change Request 3)
 Data Configuration (as set out in Change Request 3)
 Organisational Design Support (as set out in Change Request 3)

Total Contract Price (ex GST)

- 12.2.5 For the purposes of the Customer Contract, the Contract Price is the Contract Value.

12.3 Termination for convenience

- 12.3.1 The Customer may by Notice in Writing at any time terminate the Customer Contract for convenience. In these circumstances the Contractor is entitled to the payments calculated in accordance with clause 15 of the Additional Conditions.

12.4 Liquidated Damages

- 12.4.1 Liquidated Damages will not be applicable for the Detailed Design or Interim Implementation (Release 1) Phases.

13. Governance

13.1 Authorised Representatives

- 13.1.1 For the purposes of the Customer Contract:

- (a) the Customer's Authorised Representative is Mark Pigot; and
- (b) the Contractor's Authorised Representative is Steve Keenaghan.

13.2 Management committee

13.3.1 For the purposes of the Customer Contract the following are members of the management committee:

- (a) Mark Pigot
- (b) Stefano Bianchini;
- (c) Bob Allum;
- (d) Imola Novak;
- (e) Anthony Rakuljic;
- (f) Steve Keenaghan; and
- (g) David Hayward (Release 1)
- (h) Adrian Soares (Release 2).

13.3.2 The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

13.3 Management committee function

13.3.1 The function that the management committee is to:

- (a) review and monitor progress under the Customer Contract; and
- (b) carry out any other functions stated in Item 16 of the General Order Form.

13.4 Management committee meetings

The management committee must meet no less than once a week during the Project at the times and locations specified by the Customer.

13.5 Management committee progress report

13.5.1 The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 13.4, provide the Customer with a weekly progress report which at a minimum should include:

- (a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- (b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- (c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;

- iii. details of any outstanding invoices and any payments that are about to become due;
- (d) draft updates of relevant parts of the Contract Specifications;
- (e) any new Change Requests or Contract Variations (if applicable);
- (f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- (g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements

The Initial Requirements for Release 1 and Release 2 are as detailed in the High Level Technology Business Requirements



Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Anthony Rakuljic	Account Director	<ul style="list-style-type: none"> Customer relationship management the between the Customer and the Contractor team Ensures that all contractual arrangements are in place prior to project commencement
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Directs the implementation of the project and transformation activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Project Manager (Release 1)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Adrian Soares	Project Manager (Release 2)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Chris Johnstone	DTTS Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Bryce Jackwitz	Project Support Officer	<ul style="list-style-type: none"> Support management of project logistics Document project meeting minutes
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
Guarav Jain	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Guy Swift	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design
Giuliano Masino	System Analyst (Release 2)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Alan Luscombe	Integration Design Lead	<ul style="list-style-type: none"> Design and document Technical



Name	Role	Responsibility
		Specifications for Interfaces
Helena Enjeti	System Analyst (Release 1)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Daniel Scott	System Analyst (Release 2)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Stephen Prince	Senior Business Analyst (Release 2)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
Conrad Kerin	Transition Manager	<ul style="list-style-type: none"> Manage the Deployment and Release activities Develop and Implement the Transition to Support Plan
TBA	Support Analyst	<ul style="list-style-type: none"> Implement the Transition to Support activities Provide post Go-Live Project Support
Solon Kypridemos	Senior Business Analyst (Release 2)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements and define business processes to be supported
Catherine Ohis	Business Analyst (Release 1)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
Huong Le-Dao	Organisational Change SME	<ul style="list-style-type: none"> Organisation design and role definitions
Sri Kumar Nair	Change Specialist (Release 1)	<ul style="list-style-type: none"> Organisation Change Management & Organisation Design implementation
Debra Dodd	Test Lead (Release 1)	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities
Kelly McDonald	Change Specialist (Release 2)	<ul style="list-style-type: none"> Change agent, focusing on facilitating adoption & business transformation
Malcolm Jones	Test Manager	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities
Joe De Lima	Master Scheduler	<ul style="list-style-type: none"> Schedule & planning of project logistics



Name	Role	Responsibility
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

2 Customer roles and responsibilities

Name	Role	Responsibility
Mark Pigot	Technology Team Manager	Management of the Technology Team
Stefano Bianchini	Lead Architect	Oversight of Technical Design for ROC Program
Bob Allum	Commercial Lead	Oversight of Commercial negotiations and management of ROC Agreements
Imola Novak	Project Manager	Project Management of ROC Vendors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Customer Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Draft Project Schedule

Release 1 Detailed Design Phase Deliverables	Baseline End Date
1. Updated High Level Solution Design (HLSD)	16 th October 2015
2. IMS Architecture Specification	27 th October 2015
3. IMS Functional Specification	27 th October 2015
4. IMS Non-Functional Design	27 th October 2015
5. IMS Integration Specification	27 th October 2015
6. Project Communication Plan for IMS Release	4 th September 2015
7. IMS Data Management Plan	11 th September 2015
8. IMS Data Technical Analysis Outputs	27 th October 2015
9. Updated Implementation Strategy	22 nd September 2015
10. Implementation Plan	1 st October 2015
11. Technology Test Strategy	11 th September 2015
12. Updated Project Management Plan	14 th September 2015
13. RACI	28 th August 2015
14. Ajilon Agreed implementation and Support Contract	9 th October 2015
15. Ajilon Detailed implementation & Maintenance Support Contract (PIPP)	29 th October 2015
16. Updated IMS Product Gap Analysis (HLTBR)	28 th October 2015
17. Updated IMS Product Gap Analysis(DBR)	28 th October 2015
18. IMS System Test Plan	15 th October 2015
19. Requirement's Traceability Matrix for IMS Release 1	15 th October 2015
20. Technology Environment Management Strategy	18 th September 2015
21. Operating Model	29 th September 2015
22. Draft recommended ROC Organisational Structure	30 th September 2015
23. Change Impact Analysis (Release 1)	9 th October 2015
24. IMS Training Needs Analysis	23 rd October 2015
Release 2 Detailed Design Phase Deliverables	Baseline End Date
1. Updated High Level Solution Design (HLSD)	1 March 2016
2. Architecture Specification	1 March 2016
3. Functional Specifications	28 January 2016
4. Non-Functional Design	28 January 2016
5. Integration Specification	28 January 2016
6. Project Communication Plan	30 January 2016
7. Data Management Plan	30 January 2016
8. Data Technical Analysis Outputs	28 January 2016

Release 1 Detailed Design Phase Deliverables	Baseline End Date
9. Updated Implementation Strategy	15 January 2016
10. Implementation Plan	15 February 2016
11. Technology Test Strategy	28 January 2016
12. Updated Project Management Plan	30 November 2015
13. RACI	15 January 2016
14. Ajilon Agreed implementation and Support Contract	15 February 2016
15. Ajilon Detailed implementation & Maintenance Support Contract (PIPP)	15 February 2016
16. Updated Product Gap Analysis (HLTBR)	30 January 2016
17. Updated Product Gap Analysis(DBR)	15 February 2016
18. System Test Plan	18 March 2015
19. Requirement's Traceability Matrix	18 March 2016
20. Technology Environment Management Strategy	18 March 2016
21. Operating Model	18 March 2016
22. Draft recommended ROC Organisational Structure	18 March 2016
23. Change Impact Analysis	18 March 2016
24. Training Needs Analysis	18 March 2016

Interim Implementation (Release 1) Phases	Start	Finish
Rel 1 - Detailed Design	30/11/2015	30/11/2015
Updated Implementation Strategy	7/01/2016	29/02/2016
Updated Architecture Specification	7/01/2016	31/03/2016
Updated Functional Specification	7/01/2016	31/03/2016
Updated Integration Specification	7/01/2016	31/03/2016
Updated Project Communication Plan	7/01/2016	31/01/2016
Updated Release 1 Data Technical Analysis Outputs	7/01/2016	31/03/2016
Updated Data Management Plan	7/01/2016	31/03/2016
Updated Project Management Plan	7/01/2016	29/01/2016
Deployment & Implementation Plan	7/01/2016	31/03/2016
Interface Technical Specifications	2/11/2015	31/03/2016
Project Delivery	2/11/2015	23/09/2016



Interim Implementation (Release 1) Phases	Start	Finish
On Site System Integration & Test (Initial)	2/02/2016	18/05/2016
Initial SIT REM System Setup	2/02/2016	5/02/2016
Environment Set Up	3/11/2015	1/07/2016
Build	2/11/2015	27/04/2016
Integration	2/11/2015	27/04/2016
Front office development	2/11/2015	24/03/2016
Back office development	2/11/2015	27/04/2016
Report development	26/11/2015	7/03/2016
Update As-Built Specifications	29/03/2016	28/04/2016
Test	2/11/2015	29/08/2016

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

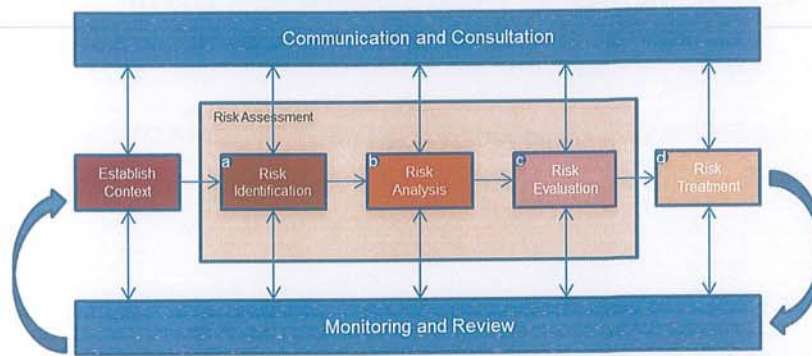


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Table: ROC risk review schedule



Appendix E – Milestone Acceptance Form



Milestone
Acceptance Form.doc

2

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of **Ajilon Consulting Pty Ltd**

Signature _____

Program Manager _____

Date _____

On Behalf Of **Sydney Trains**



[Ajilon Commercial use]		
Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	



Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible and consulted for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The "doer" creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one "A" can be assigned to an action. Also known as the "Owner" of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. "In the Loop"
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. "Keep in the Picture"

Phase	Document Name	SI Contractor	Product Contractor	Customer
	Release 1 and Release 2			
1	Updated High Level Solution Design	A,R	R	C
2	Release 2 Architecture Specification	A,R	R	C
3	Release 2 Functional Specification	A,R	R	C
4	Release 2 Non-Functional Design	A,R	R	C
5	Release 2 Integration Specification	A,R	R	C
6	Project Communication Plan for Release 2	A,R	R	C
7	Release 2 Data Management Plan	A,R	R	C



Phase	Document Name	SI Contractor	Product Contractor	Customer
8	Release 2 Data Technical Analysis Outputs	A,R	R	C
9	Updated Implementation Strategy	A,R	R	C
10	Release 2 Implementation Plan (draft)	A,R	R	C
11	Technology Test Strategy	A,R	R	C
12	Updated Project Management Plan	A,R	R	C
13	RACI	A,R	R	C
14	Agreed Final Contract	R, I	R, I	A
15	Detailed Implementation & Maintenance Phase PIPP	R, I	R, I	A
16	Updated Release 2 Product Gap Analysis	A,R	R	I
17	Release 2 System Test Plan	A,R	R	C
18	Requirements Traceability Matrix updated for Release 2	A,R	R	C
19	Technology Environment Management Strategy	A,R	R	C
20	Operating Model	A,R	R	C
21	Draft recommended ROC Organisational Structure	A,R	R	C
22	Change Impact Analysis (Release 2)	A,R	R	C
23	Release 2 Training Needs Analysis	A,R	R	C

Interim Implementation (Release 1) Phase (Contractor & Other Contractor)		Contractor	Other Contractor	Customer
	Updated Implementation Strategy	A,R	R	C
	Updated Architecture Specification	A,R	R	C
	Updated Functional Specification	A,R	R	C
	Updated Integration Specification	A,R	R	C
	Updated Project Communication Plan	A,R	R	C
	Updated Release 1 Data Technical Analysis Outputs	A,R	R	C
	Updated Data Management Plan	A,R	R	C
	Updated Project Management Plan	A,R	R	C
	Deployment & Implementation Plan	A,R	R	C
	Interface Technical Specifications	A,R	C	C



Appendix G – Acceptance Criteria

Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

Approval Criteria for Detailed Design (Release 1 and Release 2) Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Detailed Design Phase are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the Deliverables section (section 5.4 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the deliverable; and
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/ Contractor workshops.

Approval Criteria for Interim Implementation (Release 1) Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Interim Implementation (Release 1) Phase are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the Deliverables section (section 6B.4 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;

e) there are no outstanding major defects from the review of the deliverable; and



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MODULE ORDER FORM

MODULE 6 – CONTRACTOR SERVICES

Box 1 Details of Contractor Services

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
--------------------------------------	---

Contractor Services (clause 3.1)

Specify the Contractor Services that are to be provided, including:

- (a) the details of the Role(s);
- (b) how long the Contractor has to identify potential IT Personnel;
- (c) whether the Contractor is being engaged to provide the Contractor Services for that Role on an exclusive basis;
- (d) the arrangements for advertising for the Role, including:
 - (i) what type of advertising is to be conducted by the Contractor and/or the Customer, if any;
 - (ii) who is responsible for the costs of any advertising, and when those costs will be paid;
 - (iii) if the Customer gives its consent to the Contractor to allow the Contractor to refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement. The

This Module 6 is designed to outline Contractor Services that the Contractor will provide in addition to the activities and Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1 and Change Request 2).

The Contractor has agreed to second a Change Lead to assist the Customer to assess, design and develop future state processes.

(a) As specified in the Statement of Work '*Transformation and Change – ROC Organisational Design Support – Proposal for Sydney Trains v3.0*' (**Statement of Work**) attached to this Module 6 Order Form and as varied by Change Request 3.

(b) Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.

(c) Yes, the Contractor is being engaged to provide the Contractor Services for the role on an exclusive basis.

(d) Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.

(e) The period of the Contractor Services is as specified in the Statement of Work (as amended by Change Request 3). In summary, the period of the Contractor Services is 157 Business Days commencing 2 December 2015 and completing on 29 July 2016, unless otherwise extended in writing by the Parties.

The daily rate for the Contractor Services is as specified in the Statement of Work.



	Description	Effort Days	Daily Rate	Cost (ex GST)
Contractor must not refer to the Customer or use the trademarks or branding or otherwise disclose the Customer's identity in any advertisement without such consent;	Change Lead	157		
	Total			
(e) the details of the:	There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Contractor Services.			
(i) period of the Contractor Services; and	The above price represents the total amount for this service. Payments totalling (ex GST) have already been invoiced under Change Request No.2.			
(ii) Price (e.g. whether the Price is calculated on an hourly or daily basis, and any minimum periods) and any expenses,	(f) As advised to the Contractor in writing by the Customer, to ensure compliance with Customer policies.			
(f) if the Contractor is required to conduct any reference checks on short listed candidates.				

Box 2 Contractor Obligations

Details to be included from Module 6	Order Details agreed by the Contractor and the Customer
--------------------------------------	---

Contractor Services (clause 3.2)

Specify if the Contractor does not have to meet any of the following obligations:	Not applicable. The identity of the Change Lead has been agreed between the Parties, as specified in the Statement of Work.
(a) use its best efforts to source and nominate IT Personnel that the Contractor believes are suitable for the Role;	
(b) act as the liaison between the IT Personnel and the Customer to arrange interviews, meetings and other communications;	
(c) use reasonable efforts (which may be met by	



obtaining written confirmation from the IT Personnel concerned) to verify for each IT Personnel that is put forward by the Contractor that:

- (i) to the best of the Contractor's knowledge, the IT Personnel has not been convicted of a crime which carries a jail term of more than 5 years, and which is not a spent conviction;
 - (ii) the IT Personnel is under no contractual or other restriction which might prohibit or inhibit their capacity to perform the Contractor Services;
 - (iii) the IT Personnel is lawfully entitled to provide the Contractor Services;
 - (iv) the IT Personnel, in the reasonable opinion of the Contractor, holds all necessary qualifications, skills and experience necessary to fill the Role;
- (d) interview each potential IT Personnel and form a view as to the person's suitability for the Role, such interview may be conducted by telephone.

If the Contractor is required to meet any Service Levels then Schedule 3 – Service Level Agreement must be completed.

Box 3 Billable Hours and Expenses

Details to be included from Module 6

Order Details agreed by the Contractor and the Customer

Contractor Services (clause 3.5)

Specify:

- (a) the maximum daily billable hours of engagement of the IT Personnel for Contractor Services;
- (b) whether there are any additional amounts to be paid in addition to the Price; and
- (c) the extent to which any expenses incurred by the IT Personnel in the performance of the Contractor Services will be reimbursed by the Customer, including any expenses policy that must be complied with or approvals that must be obtained.

The Contractor Services are provided on a daily basis and a daily rate applies (as specified in the Statement of Work).

There are no additional amounts to be paid in addition to the Price for the Contractor Services.

No expenses incurred by the IT Personnel are to be paid by the Customer. Any additional expenses are the responsibility of the Contractor.

Box 4 Payment Period

Details to be included from Module 6

Order Details agreed by the Contractor and the Customer

Payment and Expenses (clause 4.1)

Specify the Payment Period if it is not two weeks. (Invoices may be sent at the end of each Payment Period).

The Payment Period is monthly in arrears.

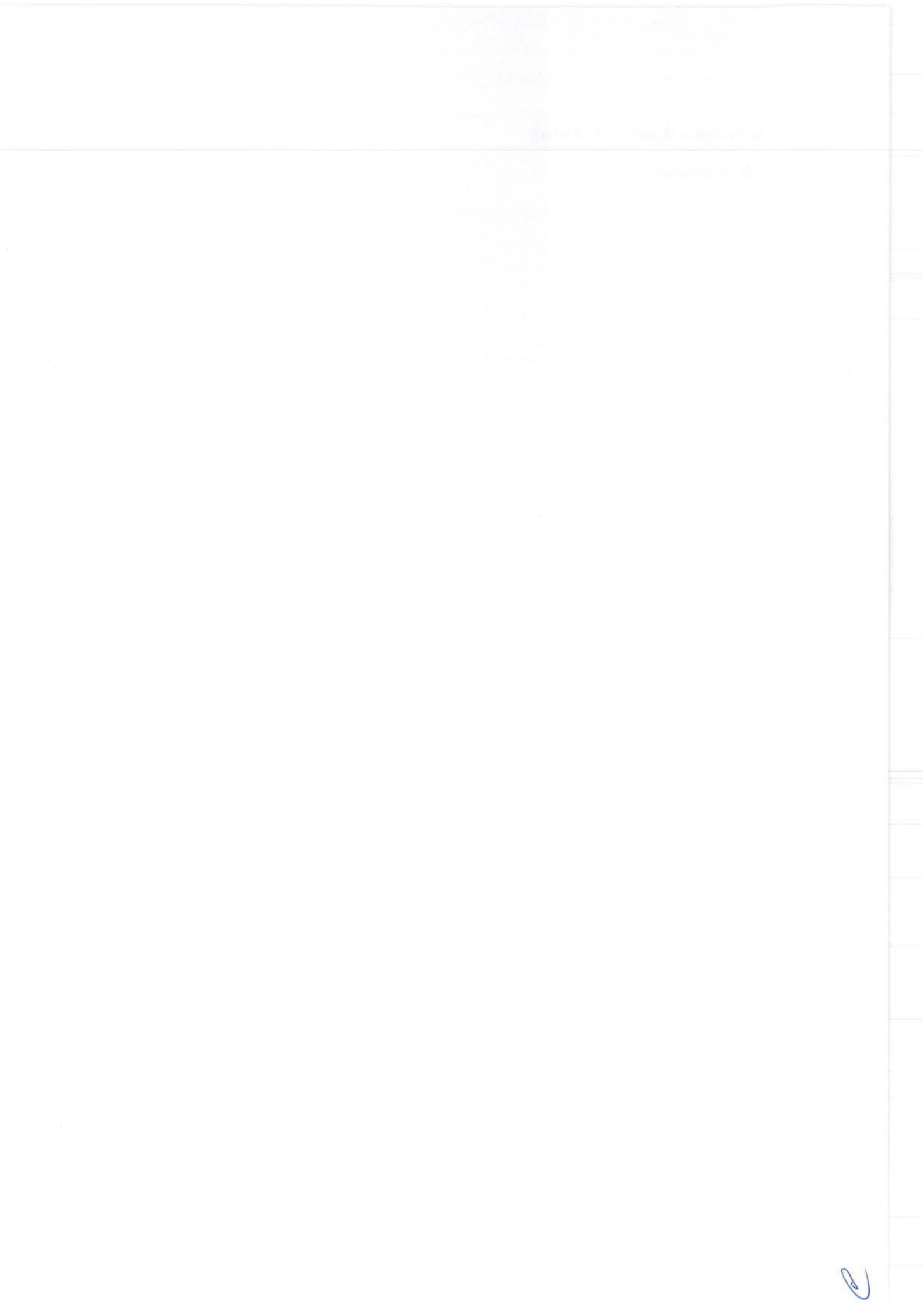
The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.



Attachment – Statement of Work

[SOW to be attached]





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MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

1

 MODULE ORDER FORM
 MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
<p>Scope (clause 3.1)</p> <p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo an Acceptance Test; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert "Details of the Professional Services (other than Training Services) are set out in the PIPP".]</p>	<p>This Module 7 is designed to outline Professional Services that the Contractor will provide in addition to the Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1 and Change Request 2).</p> <p>The Professional Services are as follows:</p> <ul style="list-style-type: none"> (a) As per the General Order Form (as amended by Change Request 2) (b) The details of the Professional Services are set out in the following Statements of Work attached to this Module 7 Order Form and as varied by Change Request 3 and summarised below: <ul style="list-style-type: none"> i. <i>ROC R1 Data Profiling Activity – Proposal for the Customer version 5.0 dated 19 January 2016 (Data Profiling SOW); and</i> ii. <i>ROC REM Data Configuration Stage – Proposal for Sydney Trains version 3.0 dated 29 January 2016 (Data Configuration SOW).</i> <p>Data Profiling</p> <p>As further described in the Data Profiling SOW, the Contractor will, in collaboration with the Customer and the REM Contractor establish a Data Profiling Team to:</p> <ul style="list-style-type: none"> a) confirm master data sets; b) review and confirm transactional data flows; c) undertake the technical analysis of identified source systems; d) define data mappings; and e) define data quality rules <p>The Customer will:</p>



- a) provide access to the relevant systems and sources to enable collation of data; and
- b) provide access to, and as necessary assign, Customer resources to the Data Profiling Team in order to clarify requirements.

The activities described above shall contribute to the following Deliverables identified in the PIPP:

- a) Data Management Plan; and
- b) Detail Technical analysis Outputs.

Data Profiling is a Time and Material base activity. Charges are as defined below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	118		
Technical Lead	106		
Data Architect	119		
Data Analyst	101		
Total			

The above price represents the total amount for this service. Payments totaling (ex GST) have already been invoiced under Change Request No.2.

Data Configuration

As further described in the Data Configuration SOW, the Contractor shall, in consultation with the Customer, establish a Data Configuration Team to configure the REM product with reference and master data. This includes:

- a) importation of data provided by the Data Profiling Team and, subject to the Customer's consent, the Data Configuration Team's own investigations of data within the Customer's environment; and
- b) manual data maintenance comprising:
 - i. checking imported data;



- ii. creation of Authorization Groups;
- iii. creation of responsibility model;
- iv. maintaining alert contacts;
- v. maintaining distribution lists;
- vi. creation of responsibility matrix incorporating standby teams and responsibility areas;
- vii. GUI configuration;
- viii. checking functions and qualifications of staff
- ix. checking organisations and partners;
- x. configuration of visibility and read/write access for remaining roles;
- xi. creation and configure the remaining roles and users;
- xii. telephone configuration; and
- xiii. workstation mapping.

Data Configuration is a Time and Material base activity. Charges are as defined below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	81		
Project Manager	55		
REM BA	171		
Data Analyst	170		
Data Entry (2)	339		
Total			

The above price represents the total amount for this service. Payments totalling [REDACTED] (ex GST) are entitled to be invoiced under Change Request No.2. The reduction of [REDACTED] (ex GST) will be set off against amounts that are paid under Correctly Rendered Invoices raised under this Change Request.

(c) Not applicable

(d) As set out in the Data Configuration SOW and Data Profiling SOW.



(e) As per Item 2 of the General Order Form attached to Change Request 2.

(f) Not applicable.

(g) As set out in the Data Configuration SOW and Data Profiling SOW as amended by Change Request 3.

(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issues by the Contractor within 30 days of the invoice being issued to the Customer.

There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>Project Implementation and payment Plan (PIPP) (clause 3.3)</p>	
<p>Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.</p>	<p>Not applicable. The Data Profiling SOW and Data Configuration SOW are attached to this Module 7 Order Form and are amended as set out in Change Request Form No.3.</p>
<p>[If this Box is not completed, the Contractor is not required to provide a PIPP.]</p>	



Attachments - Data Profiling SOW and Data Configuration SOW



1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	4
Date of Change Request	3 August 2016 (This is the date this Change Request takes effect once it is signed by both parties)
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	18 October 2016
Date of expiry of validity of Change Request	Not applicable
Contractor's estimated time and cost of evaluation	Not applicable
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)	Nil

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
02/08/16	0.01	Initial draft	Reuben Bowd
	0.02	Draft	Jason Galer

DETAILS OF CHANGE REQUEST

Summary

The current scope of the Customer Contract relates to the Detailed Design for Releases 1 and 2 and the Interim Implementation (Release 1) Phase, as described in the Project Implementation and Payment Plan (PIPP). This Change Request 4 (CR 4) is designed to:

- a) increase the scope of the Interim Implementation (Release 1) Phase;
- b) allow certain implementation activities for Release 2 to begin;
- c) allow certain testing activities for Release 1 to begin;
- d) allow interim detailed design activity for Release 3 to commence in respect of DTTS; and
- e) amend the PIPP to reflect some consequential amendments required as a result of (a) to (d) above.

The intention is that the implementation activities to be performed under Module 7 as a result of this CR 4 will ultimately be incorporated into Module 13A under a Change Request (being CR 5) the Parties are aiming to execute in October.

SCOPE

This CR4 brings the following services within the scope of the Customer Contract:

- a) Release 1 Testing Services and Deliverables;
- b) Interim Implementation (Release 2) build Services and Deliverables (in respect of the TIBCO middleware interfaces); and
- c) Interim Detailed Design (Release 3) Detailed Design services (in respect of DTTS).

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The PIPP is updated as attached.

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this Change Request are necessary to accord with the existing project schedule.

New PIPP (annexed)

Not applicable, a new PIPP is not required. However, the PIPP has been updated as set out in the attached revised PIPP.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

CR4 will increase the Contract Price by [REDACTED] (ex GST) to a total of [REDACTED] (ex GST). The charges and timing for payment of the charges associated with this CR 4 are set out in the attached revised PIPP.

CHANGES TO CSI

There is no change to the existing CSI contemplated in the PIPP.

CHANGES TO CUSTOMER PERSONNEL

No change.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Refer to the PIPP.

Responsibilities of the Contractor

Refer to the PIPP.

Responsibilities of the Customer

Refer to the PIPP.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

This CR4 introduces certain new testing services.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

There are certain additional testing document deliverables incorporated in the updated PIPP.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not Applicable.

ASSUMPTIONS

As set out in the PIPP.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

In addition to this Change Request Form, the attached updated PIPP forms part of this Change Request.

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

The PIPP is amended as set out in the "New PIPP" section above.

AUTHORISATION

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]

Sydney Trains (ABN 38 284 779 682)

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



Signature of Customer Representative

MIKE SUMMERS

Print name

8/11/2016

Date

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

Ajilon Australia Pty Ltd (ABN 25 076 517 354)



Signature of Authorised Signatory

STEVE KEENAN

Print name

8/NOV/2016

Date

Attachments

1. Revised PIPP

Attachment 1: Revised PIPP

ANNEXURE B TO THE CUSTOMER CONTRACT

Schedule 12: PIPP

1. Introduction

- 1.1. The Customer is establishing a new Rail Operations Centre (**ROC**).
- 1.2. The Customer wishes to implement new technologies at the ROC which will provide enhanced capability to improve key 'day of operations' processes (the **ROC Technology Solution**).
- 1.3. The ROC Technology Solution consists of the development of four new technology systems (or system capabilities). These systems include:
 - (a) Day of Operations Timetable System (DTTS);
 - (b) Incident Management System (IMS);
 - (c) Customer Information Management System (CIMS); and
 - (d) Operational Visual Display System (which will be tendered at a later date).
- 1.3A The Contractor has been selected as the Systems Integrator responsible for implementing sections 1.3 (a), (b) & (c).
- 1.4 By implementing the ROC Technology Solution the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
<p>Reduced delay times and improved confidence in rail – Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.</p>	<p>Reduced Initial Delay - Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.</p>
<p>Increased operational performance and opportunity for timetable enhancements – Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay – Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the service back to normal following the resolution of an incident. This will place less demands on timetable recovery margins.</p> <p>The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays – Improving the customers' ability to make decisions about their</p>	<p>Reduced Customer Perceived Delay - Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the customer's perceived time of their journeys by 11% by 2018.</p>

Objective	SMART Criteria
transport options.	
<p>Better realising the benefits of future investments in rail capacity – Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.</p>	<p>Creation of a flexible, scalable network control function - The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc.). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC Infrastructure design requirements.</p>
<p>A new world class operating centre and culture – Transforming the way ‘day of operations’ activities are managed within Sydney Trains, fostering a new culture of collaboration and efficient coordination.</p>	<p>Improved Business Environment - The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.</p>
<p>Improved customer service – Providing the capability to support and enable a new ‘customer service model’ that will improve customer service and business performance.</p>	<p>Reduction in OPEX - The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new ‘customer service model’.</p>
<p>Improved efficiency and sustainability – Providing opportunities for ‘day of operations’ role re-design and consolidation.</p>	<p>Reduction in OPEX - enabled by new systems, process improvements and colocation.</p>

(together, the ROC Technology Solution Objectives).

- 1.5 The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site (or a site as nominated by the Customer) which will replace the current rail operation technology and provide enhanced capability to improve key ‘day of operations’ processes (the **Project**).

- 1.6 The Customer wishes to engage the Contractor to undertake the Services and Deliverables specified in sections 4, 5, 6, 6A, 6B, 6C and 6D of this PIPP including, among other things:
 - (a) preparation and supply of the Detailed Design Documents for the Detailed Design (Release 1) Phase (Section 5);
 - (b) Preparation and supply of the Detailed Design Documents for the Detailed Design (Release 2) Phase (Section 6);
 - (c) commencement of the Interim Detailed Design (Release 3) Phase (Section 6A);
 - (d) commencement of the Interim Implementation of Release 1 (Section 6B) (including the Interim Testing (Release 1) Phase (Section 6C)); and
 - (e) commencement of the Interim Implementation (Release 2) Phase (Section 6D).

- 1.7 This PIPP sets out the scope of the Services and Deliverables that the Contractor will supply in respect of the Project. The solution intended to be provided by the Contractor for the Project (by providing the Services and Deliverables in this PIPP as it may be varied in the future for the Project) is the integration of each Application using the TIBCO middleware for each Release for the Project (**Solution**).
- 1.8 The sequence of the ROC Technology Solution has been staged as follows:
- (a) the RFP which solicited the Solution being proposed by the Contractor;
 - (b) the High Level Solution Design Phase which assessed the veracity of the proposed solution and the capability of the Contractor. The Deliverables of the High Level Solution Design Agreement represent the core documents required by the Contractor to provide the Deliverables for the Detailed Design Phase;
 - (c) the Services undertaken and Deliverables provided during the Detailed Design Phase; and
 - (d) subsequent Detailed Design and implementation phases as agreed through variations to the Customer Contract effected through various Change Requests executed by the Parties.
- 1.9 On or around 7 August 2015 the Parties entered into a letter of intent (**LOI**) under which the Contractor supplied certain services and deliverables (**LOI Deliverables**) that are within the scope of the Deliverables that are to be supplied under the Customer Contract. The Parties acknowledge and agree that:
- (a) the LOI has been superseded by this Customer Contract and the LOI is of no further effect;
 - (b) any sums paid under the LOI are taken to have been paid under this Customer Contract;
 - (c) the terms of this Customer Contract apply to the LOI Deliverables; and
 - (d) the LOI Deliverables are deemed to have been supplied under this Customer Contract and are Deliverables for the purposes of this Customer Contract.

2. Overview of scope of work and Project delivery model

- 2.1 The Contractor must:
- (a) supply the Services and Deliverables described in this PIPP and any additional services and deliverables agreed by the parties as the responsibility of the Contractor;
 - (b) perform all other services functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the services or deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Deliverables described in this PIPP; and
 - (c) complete the Project, and supply the Services and Deliverables in the following phases:
 - i. the Project Preparation Phase;
 - ii. the Detailed Design (Release 1) Phase;
 - iii. the Detailed Design (Release 2) Phase,
 - iv. the Interim Detailed Design (Release 3) Phase for DTTS;

- v. the Interim Implementation (Release 1) Phase (including the Interim Testing (Release 1) Phase); and
- vi. the Interim Implementation (Release 2) Phase.

3. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

Change Request 5 means the Change Request proposed by the parties to bring the full build, test and deployment of Release 1 and Release 2, and Detailed Design for Release 3 into the Customer Contract.

CIMS has the same meaning given to that term in the Additional Conditions.

CIMS Contractor means Thales Australia Limited (ABN 66 008 642 751).

Contract Price has the meaning given to that term in section 12 of this PIPP.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Detailed Design means the Contractor's design of its Solution that has been developed as a Deliverable under the Detailed Design Phases.

Detailed Design Documents means each document that is developed by the Contractor as part of the Detailed Design Phases and approved by the Customer.

Detailed Design Phase(s) means the phase, or phases, of detailed design work, including the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, and Detailed Design (Release 3) Phase.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 6 of this PIPP.

Detailed Design (Release 3) Phase means the full Detailed Design (Release 3) Phase intended to supersede the Interim Detailed Design (Release 3) Phase as part of the scope of Change Request 5.

Detailed Test Plan means a plan of how the test activities are going to provide objective evidence that the System will support the Requirements. The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase. It is a plan of how the test activities are going to provide objective evidence that the System will support the Requirements.

Dispute means any dispute or disagreement between the Contractor and an Other Contractor (or a dispute between Other Contractors) arising out of or in connection with the Project. A

reference to a Dispute, where the Dispute is partly resolved, refers to the unresolved part of the Dispute.

DTTS has the same meaning given to that term in the Additional Conditions.

DTTS Contractor means the DTTS vendor selected by the Customer.

Environment has the same meaning as 'Customer Environment' in the Additional Conditions.

Entry Criteria means for a phase, the criteria that must be met before the Contractor is entitled to commence the work for that phase, as set out in this PIPP.

Final Contract has the same meaning given to that term in the Additional Conditions. The parties agree that as at the date of Change Request 4 the term "Final Contract" is of historical significance. It refers to the Customer Contract that was entered into by the parties on or about 15 October 2015.

High-Level Design has the same meaning as the term in the Additional Conditions.

High Level Solution Design Agreement means the contract entered into between the Customer and the Contractor for the design services (which includes the High-Level Design) on or about 23 December 2014.

High Level Solution Design Documents means each document (including the High-Level Design) that is developed by the Contractor as part of the High Level Solution Design Phase and approved by the Customer as CSI.

High Level Solution Design Phase means the phase preceding the Detailed Design (Release 1) Phase.

HP ALM means Hewlett Packard Application Lifecycle Management.

Interim Detailed Design (Release 3) Phase has the meaning given to that term in section 6A of this PIPP.

Interim Implementation (Release 1) Phase has the meaning given to that term in section 6B of this PIPP.

Interim Implementation (Release 2) Phase has the meaning given to that term in section 6D.

Interim Testing (Release 1) Phase has the meaning given to that term in section 6C.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

IMS has the same meaning given to that term in the Additional Conditions.

IMS Contractor means Frequentis Australasia Pty Ltd (ABN 25 107 550 489).

Initial Requirements means the requirements set out in Appendix A of this PIPP.

Issues Register has the meaning given to that term in section 7B.4.1 of this PIPP.

Key Contractor means each of the following:

- (a) the IMS Contractor (that is, Frequentis Australasia Pty Ltd);
- (b) the CIMS Contractor (that is, Thales Australia Limited);
- (c) the DTTS Contractor (that is, Quintiq Pty Ltd); and

(d) any other person specified as a 'key contractor' by the Customer from time to time.

Maximum Guaranteed Price means the maximum amount payable by the Customer for Detailed Design (Release 2) Phase, as detailed in section 12.1, based on the assumptions in section 7.7.3.

Milestone Acceptance Form means the acceptance forms in the same or substantially the same form as Appendix E.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Project has the same meaning given to that term in section 1.5 of this PIPP.

Project Preparation Phase means the phase described in section 4 of this PIPP.

Project Schedule means the schedule set out in Appendix C which sets out the delivery dates for the Services and Deliverables during the Detailed Design Phase as updated from time to time by the Customer.

Other Contractors has the same meaning as 'Interfacing Contractor' in the Additional Conditions.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's Environment.

Requirements means the Initial Requirements as updated by the Updated Requirements.

Requirements Variation has the meaning given to that term in section 7.2.1 of this PIPP.

RFP has the same meaning given to that term in the Additional Conditions.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC Technology Solution has the meaning given to that term in section 1.2 of this PIPP.

SME means subject matter expert.

Solution has the meaning given to that term in section 1.7 of this PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Phase means each phase described in section 6C.3 of this PIPP.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases, test reporting and scheduling of testing activities.

Test Reporting means the ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

Test Summary Report means a report that provides a summary and evaluation of the relevant Test Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results. In general the Test Summary Report must contain, but is not limited to:

- (e) executive summary;
- (f) test coverage results;
- (g) tests planned;
- (h) tests planned and not run;
- (i) deviations from the plan;
- (j) tests executed and results; and
- (k) Defect summary plus impact analysis of open Defects.

Testing Services means the Services described in section 6C.3 of this PIPP.

Updated Requirements means the Initial Requirements that are updated in the Detailed Design Documents.

4. Project Preparation Phase

4.1 Overview and purpose of Phase

4.1.1 The purpose of the Project Preparation Phase is to validate the Contractor's strategic intent and the Solution scope.

4.1.2 During the Project Preparation Phase, plans and schedules are prepared and Project resources committed.

4.1.3 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Project Preparation Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Project Preparation Phase are approved by the Customer,

on or before relevant date(s) specified in the Project Schedule.

4.2 Entry Criteria

4.2.1 The Entry Criteria for the Project Preparation Phase is specified in the table below:

#	Criteria	Description
1.	Customer Contract execution	The Contractor and the Customer have executed the Customer Contract.
2.	Acceptance of High Level Solution Design Deliverables	The Customer must have accepted the Deliverables submitted under the High Level Solution Design Agreement or, where conditional acceptance was provided by the Customer, the Contractor has initiated remediation of the conditionally accepted Deliverables

#	Criteria	Description
3.	Personnel	The Contractor provides details of the Contractor Personnel proposed for the Detailed Design Phase, as well as the Final Contract.

4.3 Services

4.3.1 The Contractor must supply the following Services as part of the Project Preparation Phase:

#	Description
1.	Prepare for Project kick-off, including: <ul style="list-style-type: none"> a. engaging the Personnel with the required skill sets to perform the Contractor's obligations under this PIPP; and b. collating and confirming the names and contact details of those Personnel with the Customer.
2.	All things necessary to prepare for the workshops to be conducted in the Detailed Design Phase, including: <ul style="list-style-type: none"> a. planning for the Detailed Design Phase workshops; b. assigning the Personnel with the required skill sets to facilitate the Detailed Design Phase workshops; c. requesting Customer Personnel based on required skill sets to attend Detailed Design Phase workshops; and d. preparing materials to facilitate the Detailed Design Phase workshops.
3.	Assess (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project and the ROC Technology Solution) and identify: <ul style="list-style-type: none"> a. any issues; and b. risks that may arise during the course of the Project and the ROC Technology Solution.
4.	Review and update the Issues Register to accurately and comprehensively identify all of the issues and risks that the Customer has identified relating to the Project and the ROC Technology Solution.
5.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Project Preparation Phase.
6.	Provide a list of technical requirements for Detailed Design Phase (e.g. remote access).
7.	Participate in the Customer's induction training or other courses as may be required, from time to time.
8.	All things necessary to develop and supply the Deliverables described in section 4.4.

4.3.2 The Contractor must supply the Services which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.4 Deliverables

4.4.1 The Contractor must supply the following Deliverables as part of the Project Preparation Phase:

#	Deliverable	Description	Approver
1.	Detailed Design Phase workshops and planning documents	The following materials required to participate in the workshops required during the Detailed Design Phase: a. workshops and playback schedules; b. Project Schedule (including delivery dates for each Deliverable); c. pro forma workshop agenda; d. list of Contractor participants; and e. list of Customer participants roles.	The Customer
2.	Templates and Standards	Agreement of Detailed Design documentation templates to be used by the Contractor including the Milestone Acceptance Form.	The Customer
3.	Detailed Design Phase Deliverables	Finalisation of the agreed list of Detailed Design Phase Deliverables that were conditionally accepted by the Customer during the High Level Solution Design Phase.	The Customer
4.	Personnel	The Customer must approve the list of Specified Personnel proposed for the Detailed Design Phase.	The Customer

4.4.2 The Contractor must supply the Deliverables which are part of the Project Preparation Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

4.5 Customer approval

4.5.1 If applicable and subject to section 7.1.10, the Customer must review a Deliverable submitted during the Project Preparation Phase in accordance with Additional Condition clause 5 and within the period specified in Item 32 of the General Order Form.

5. Detailed Design (Release 1) Phase

5.1 Overview and purpose of Detailed Design (Release 1) Phase

5.1.1 The purpose of the Detailed Design (Release 1) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 1 of the ROC Technology Solution.

5.1.2 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Detailed Design (Release 1) Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Detailed Design (Release 1) Phase are approved by the Customer,

on or before the relevant date(s) specified in the Project Schedule.

5.2 Entry Criteria

5.2.1 The Entry Criteria for the Detailed Design (Release 1) Phase is specified in the table below:

#	Criteria	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3 Services

5.3.1 The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensure all required Contractor Personnel are present at the meeting(s); chairing and presenting the Project meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtain participant approval of contents.
2.	Participate in all necessary workshops with the Customer and its relevant stakeholders: <ol style="list-style-type: none"> to clarify the Initial Requirements and validate those Initial Requirements; to identify any changes in those Initial Requirements; and to prepare the documents required as part of the Detailed Design (Release 1) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1) Phase.
4.	Develop a Detailed Design for the ROC Technology Solution for Release 1.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Updated Requirements during the Detailed Design (Release 1) Phase and how the Contractor's configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of the ROC Technology Solution Release 1 to be

	implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer and all relevant Customer stakeholders to identify and agree on risks to the ROC Technology Solution Release 1.
7.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Detailed Design (Release 1) Phase.
8.	Do all things necessary (using a standard of a prudent contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the Project) to ensure that the Other Contractors carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4.
9.	All other things necessary to develop and supply the Deliverables described in section 5.4 and as otherwise directed by the Customer.

5.3.2 The Contractor must supply the Services which are part of the Detailed Design (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4 Deliverables

5.4.1 The Contractor is responsible for the following Deliverables with appropriate input from the contractor providing the IMS solution for Release 1. Refer to the Appendix F for allocation of accountabilities and responsibilities.

5.4.2 The Transformation and Change Deliverables (as specified below) are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled ‘*Transformation and Change Requirements v4.1*’ provided to the Contractor during the High Level Solution Design Phase.

5.4.3 The Contractor must, in collaboration with the Other Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase:

#	Deliverable	Description	Approval
Technology Deliverables			
1.	Updated High Level Solution Design	The High-Level Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.	The Customer
2.	Release 1 Architecture Specification	Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms & technology required to deliver the functional & non-functional requirements. The document will (where required) expand on the High-Level Design and should contain the following: Introduction: a. Document Overview; b. Document Inputs; and c. Phase Scope;	The Customer

#	Deliverable	Description	Approval
		<p>Systems architecture:</p> <ul style="list-style-type: none"> a. High Level Conceptual Overview; b. Level 2 Business Processes; c. Application Usage View; d. System Integration View; e. Application Structure View; f. Information Architecture (including Reference data requirements); g. Infrastructure Usage View; h. Implementation and Deployment View; and i. Manual Integration; <p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a. Rationale; b. Architecture Risks; c. Architecture Issues; d. Architecture Constraints; e. Architecture Assumptions; f. Architecture Decisions; and g. Architecture Dependencies. 	
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the system meets the Detailed Technology Business Requirements that shall be developed by the Customer during Detailed Design.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a. Function involving user interaction and its user interface; b. Function which is unattended processing such as batch processing; and c. Mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a</p>	The Customer

#	Deliverable	Description	Approval
		minimum: <ol style="list-style-type: none"> a. auditability; b. availability; c. interoperability; d. maintainability; e. manageability; f. performance; g. portability; h. reliability; i. reporting; j. scalability; k. security; and l. usability. 	
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems. A detailed build specification for each interface will be created during the build phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service -</p> <ol style="list-style-type: none"> a. High level Data flows between applications to support the business processes; b. Data objects required by consumer – request; c. Data objects available from consumer – response; and d. Data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. A detailed build specification for each interface will be created during the build phase and will describe the relevant acceptance criteria for each interface.</p>	The Customer
6.	Project Communication Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p>	The Customer

#	Deliverable	Description	Approval
		<ul style="list-style-type: none"> a. what needs to be communicated and to whom; b. how often these exchanges should happen; and c. in what format and why they're necessary. 	
7.	Release 1 Data Management Plan	<p>This document defines:</p> <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, based on business rules provided by the Customer, and effective and efficient system integration of REM IMS with other Customer systems; b. a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the Customer's <i>Solution Architecture Document</i>). 	The Customer
8.	Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a. Data Requirement Classifications (Master data, Migration Data, BI data); b. Data Migration Requirements; and c. Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a. the real-world object type represented by that data set; b. the recommended data maintenance method(s) in REM IMS; c. the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d. whether REM IMS can play the role of MDM source for that data; e. the volatility of that data; and f. data translations (if any) required to integrate with existing Customer systems; 2. for each type of master or reference data requested by REM IMS from other Customer systems: <ul style="list-style-type: none"> a. what data is required in the request and 	The Customer

#	Deliverable	Description	Approval
		<p>response messages;</p> <ul style="list-style-type: none"> b. the business rules governing each message; and c. how those business rules are enforced; <p>3. for each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ul style="list-style-type: none"> a. the source and target systems; b. the message type and message header type; c. any encryption, security or certification considerations; d. the methods used to handle non-compliant data in the source system; e. any record selection filters required; and f. any record level transformations required. 	
9.	Updated Technology Implementation Strategy	<p>The Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ul style="list-style-type: none"> a. personnel & organisation; b. implementation approach, including: <ul style="list-style-type: none"> o releases; o system verification and validation; o system change management; o release & deployment management; and o change implementation; c. summary of impacted system components; d. preliminary requirements for 'go-live'; e. implementation plan (start criteria, phases, timelines, critical path milestones); f. verification instructions; g. roll back plan; h. post implementation support; i. post migration activities; and j. steps required to initiate/install a new 	The Customer

#	Deliverable	Description	Approval
		system/process/function or decommission an old system/process/function.	
10.	Release 1 Technology Implementation Plan (draft)	<p>The base template for the draft Release 1 Technology Implementation Plan will be developed and agreed. The plan will outline the plan approach for the roll out of the relevant components for Release 1.</p> <p>The final version of Release 1 Technology Implementation Plan will be developed during the interim build phase and provides a detailed plan and schedule of activities to deploy the solution into the Environment. It must address training, development of, and installation of the product into the Environment, cutover and roll back.</p> <p>Note: The final version must be provided at least 40 Business Days prior to anticipated deployment date for Release 1.</p>	The Customer
11.	Technology Test Strategy	<p>Technology Test Strategy refers to the program test framework and must include the following:</p> <ol style="list-style-type: none"> Introduction – Describing the purpose and objectives of the testing; Scope – What will be tested and what will not be tested; product risk analysis and traceability. Assumptions, test risks and constraints; Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management; Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; defect management, test reporting, completion criteria; Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); Document Revision & History; and Approvals. 	The Customer
12.	Updated Project Management	The Updated Project Management Plan (UPMP), shall be based on the PMP submitted by the	The

#	Deliverable	Description	Approval
	Plan	<p>Contractor during the High Level Solution Design Phase and updated to reflect the findings by the Contractor during the Detailed Design Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <ol style="list-style-type: none"> a. current project status; b. project overview; c. scope & deliverables; d. solution approach, including: <ol style="list-style-type: none"> I. architecture & phase approach; II. organisation Change management; and III. delivery approach; e. budget & schedule; f. dependencies; g. roles & responsibilities; h. project control; i. quality management; j. work breakdown structure (WBS) for Deliverables identified in section 7.4; and k. key risks & issues. 	Customer
13.	RACI	<p>The RACI Deliverable must detail the deliverables and respective obligations of the Systems Integrator, Other Contractors and the Customer.</p> <p>Note an initial draft of the Detailed Design document deliverables RACI is listed in section Appendix F.</p>	The Customer
14.	Agreed Final Contract	The Customer Contract will incorporate Detailed Design activities as contemplated in the Detailed Design Agreement. The Agreement shall be based on Procure IT v3.1 as amended by the Additional Conditions.	The Customer and Contractor
15.	Detailed Implementation & Maintenance Phase PIPP	The Detailed Design, Implementation and Support PIPP is an enhanced version of the PIPP provided by the Contractors during the High Level Solution Design phase, amended as a consequence of findings during the Detailed Design Phase.	The Customer and Contractor
16.	Updated Release 1 Product Gap Analysis	The Updated Release 1 Product Gap Analysis shall be based on the Product Gap Analysis submitted by the Contractor during the High Level Solution Design Phase and updated to reflect the findings by the Contractor/Other Contractor (as applicable) during the Detailed Design Phase. The Release Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and	The Customer

#	Deliverable	Description	Approval
		the detailed solution design and is designed to: <ul style="list-style-type: none"> a. track the functional gaps for the application; b. show traceability to the resolving application enhancements; c. show traceability to the resolving business workarounds; and d. if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	
17.	Release 1 System Test Plan	The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include: <ul style="list-style-type: none"> a. Test plan identifier; b. References; c. Introduction; d. Test Objectives; e. Test items; f. Software risk issues; g. Features to be tested and traceability; h. Features not to be tested and reasons; i. Approach including the use of stubs, simulators etc; j. Item pass/fail criteria (if different from Strategy); k. Suspension criteria and resumption requirements (if different from Strategy); l. Test deliverables; m. Environmental needs; n. Staffing and training needs (if different from Strategy); o. Responsibilities; p. Schedule of tasks and assigned staff; q. Planning risks and contingencies; r. Approvals; and s. Glossary. 	
18.	Requirements Traceability Matrix updated for Release 1	The Requirements Traceability Matrix Deliverable shows the status and decisions made regarding the business requirements/capabilities. The Requirements Traceability Matrix updated for Release 1 must include the following:	The Customer

#	Deliverable	Description	Approval
		<ul style="list-style-type: none"> a. an outline of the business requirements/capabilities; and b. an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	
19.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy Deliverable details the process for managing end to end environments. This document contains processes for:</p> <ul style="list-style-type: none"> a. Booking and reserving test systems b. Tracking environment changes c. Managing environment contention d. Code/Defect management (Code promotion processes) e. Environment scheduling f. Configuration tracking g. Data Management (Extracts, transforms loads) h. Managing interdependent projects 	The Customer
Transformation and Change Deliverables			
20.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. best practice levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice; b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p>	The Customer

#	Deliverable	Description	Approval
		<p>Best practice process flows Deliverable description:</p> <p>The best practice process flows will describe the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ol style="list-style-type: none"> a. best practice levels 2-4 process flows; b. validation of processes against real life scenarios. <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>	
21.	Draft recommended ROC Organisational Structure	<p>The Contractor recommended ROC organisational structure will conform to best practice identified elsewhere in the Customer Contract.</p> <p>The Contractor recommended ROC Organisational Structure will detail and define roles, detail and define position purpose and high level description/s.</p>	The Customer
22.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (note updated assumptions section):</p> <ol style="list-style-type: none"> a. Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b. Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c. Communication; the way and extent that change impacts the information flow required within the organisation. d. Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain 	The Customer

#	Deliverable	Description	Approval
		<p>change.</p> <p>e. Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors.</p> <p>f. Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g. Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h. Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i. Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j. Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will accompany the Release 1.</p>	
23.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis details the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Implementation & Maintenance Phase.</p>	The Customer

5.4.4 The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.

6. Detailed Design (Release 2) Phase

6.1 Overview and purpose of Detailed Design (Release 2) Phase

6.1.1 The purpose of the Detailed Design (Release 2) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design(s) for Release 2 of the ROC Technology Solution.

6.2 Services and Deliverables under Detailed Design (Release 2) Phase

- 6.2.1 The Contractor must provide:
- (a) the Services described in section 5.3 for each product that is part of Release 2 (being CIMS), on the basis that the wording in section 5.3 is to be read as if the Services were for the product that comprise Release 2 being CIMS (rather than IMS or DTTS) and any reference to Release 1 is to be read as a reference to Release 2; and
 - (b) the Deliverables described in sections 5.4 and 6.2.2, on the basis that the wording in those sections is to be read as if those Deliverables were for each product that comprises Release 2, being CIMS (rather than DTTS and IMS) and any reference to Release 1 is to be read as a reference to Release 2.
- 6.2.3 For clarity, the Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the draft Project Schedule.
- 6.2.4 The Contractor acknowledges and agrees:
- (a) that the cost for the Services and Deliverables (excluding the Transformation and Change Deliverables set out in section 5.4 and updated by section 6.2.1 above) under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
 - (b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

6A. Interim Detailed Design (Release 3) Phase for DTTS only

6A.1 Overview and purpose of Interim Detailed Design (Release 3) Phase

- 6A.1.1 The purpose of the Interim Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design for the Release 3 for DTTS only (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution).
- 6A.1.2 The purpose of the full Detailed Design (Release 3) Phase will be to document and confirm in the Detailed Design Documents all of the Requirements (based on the Initial Requirements) and develop Detailed Design for Release 3. It is anticipated that the full Detailed Design (Release 3) Phase (i.e. for Release 3 for the entire System) will commence under Change Request 5, which the Parties expect to execute in October 2016.

6A.2 Services under the Interim Detailed Design (Release 3) Phase

- 6A.2.1 The Contractor must provide:
- (a) the Services described in section 6A.4 for DTTS; and
 - (b) the Deliverables described in sections 6A.5.
- 6A.1.3 The Contractor must ensure that:
- (a) all of the Services that it is obliged to supply under the Interim Detailed Design (Release 3) Phase (as specified in section 6A.4) are supplied and completed;

- (a) it will work collaboratively with the Other Contractors to deliver the Services and Deliverables; and
- (b) all Deliverables that it is obliged to supply under the Interim Detailed Design (Release 3) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

6A.3 Entry Criteria

There are no Entry Criteria for the Interim Detailed Design (Release 3) Phase and the phase will commence in parallel to other work being undertaken by the Contractor.

6A.4 Services under Interim Detailed Design (Release 3) Phase

6A.4.1 The Contractor is responsible for the following Services with appropriate input from the DTTS Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
1.	Implement and perform all the Interim Detailed Design (Release 3) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ul style="list-style-type: none"> a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b. ensuring all required Contractor Personnel are present at the meeting(s); c. chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d. developing agenda for socialisation with participants; and e. producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ul style="list-style-type: none"> a. to clarify the Initial Requirements and validate those Initial Requirements; b. to identify any changes to those Initial Requirements; and c. to prepare the documents required as part of the Interim Detailed Design (Release 3) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Interim Detailed Design (Release 3) Phase.
4.	Develop the Detailed Design Documents for DTTS for Release 3. Note: While it is anticipated that the Contractor will commence the production of and work in respect of the Detailed Design Documents for Release 3 for DTTS only during the Interim Detailed Design (Release 3) Phase, it is anticipated that the Contractor will continue and complete the production of the Detailed Design Documents for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to Change Request 5 which the parties expect to execute in October 2016.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a. summarise the key decisions made and Updated Requirements during the Interim Detailed Design (Release 3) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b. confirm that the Detailed Design will meet the Customer's Requirements; and c. confirm that the scope of Release 3 for DTTS to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to Release 3 for DTTS.

#	Description
7.	Provide the Other Contractors with all the necessary assistance reasonably requested by the Other Contractors during the Interim Detailed Design (Release 3) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the DTTS Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 6A.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 6A.5 of this PIPP and as otherwise directed by the Customer.

6A.5 Detailed Design (Release 3) Phase Deliverables

6A.5.1 For Release 3, the Contractor is responsible for the following Deliverables with appropriate input from the Other Contractors (refer to Appendix F for allocation of accountabilities and responsibilities).

6A.5.2 During the Interim Detailed Design (Release 3) Phase, the Contractor will commence the production of the following Deliverables in respect of DTTS only. It is anticipated that the Contractor will complete the production of the full suite of Deliverables for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to Change Request 5 which the parties expect to execute in October 2016.

6A.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description
Technology Deliverables		
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Other Contractors and Contractor during the Detailed Design (Release 3) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.
2.	Release 3 Architecture Specification	The Release 3 Architecture Specification must describe the Release 3 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.
3.	Release 3 Functional Specification	The Release 3 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.
4	Release 3 Non-Functional Design	The Release 3 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Systems Integrator during the Detailed Design (Release 3) Phase.
5.	Release 3 Integration Specification	The Release 3 Integration Specification describes the high level integration points between COTS product and other systems in the Customer

		Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.
6.	ROC Technology Vendor Communication Plan	The Project Communications Plan for Release 3 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.
7.	Release 3 Data Management Plan	The Release 3 Data Management Plan document defines: <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within the Applications, with other Customer systems, and effective and efficient system integration of the Applications with other systems in the Customer Environment; and b. a high-level approach to management of all data within the Applications which aligns with the approach outlined in the SAD.
8.	Release 3 Data Technical Analysis Outputs	Release 3 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a. Data Requirement Classifications (Master Data, Migration Data, BI data); b. Data Migration Requirements and Rules; and c. Data quality definition (at data attribute levels). d. for each type of reference data and Master Data used by the Applications (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in the Applications; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether the Applications can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems
9.	Updated Technology Implementation Strategy	The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 3 program agreed between the Parties.
10.	Release 3 Technology Implementation Plan (Template)	The Release 3 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 3.

11.	Updated ROC Technology Test Strategy	<p>The Technology Test Strategy refers to the program test framework and includes:</p> <ol style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d. Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management; e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h. Document revision and history; and i. Approvals.
12.	Updated Project Management Plan	The Updated Project Management Plan (UPMP) shall be based on the project management plan submitted by the Systems Integrator during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Systems Integrator during the Detailed Design (Release 3) Phase.
13.	RACI	The RACI must detail the deliverables and respective obligations of the Systems Integrator, the Contractor, Other Contractors and the Customer.
16.	Release 3 Product Gap Analysis	The Updated Release 3 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Systems Integrator /Other Contractors (as applicable) during the Detailed Design (Release 3) Phase.
17.	Release 3 Master Test Plan Draft	The Release 3 Master Test Plan describes how the testing will be delivered for the Release 3 System Test phase.
18.	Requirements Traceability Matrix updated for Release 3	The Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.
19.	Technology Environment	The Technology Environment Management Strategy

	Management Strategy	details the process for managing end to end environments.
20.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the Other Contractors.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a. future state levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>
21.	Draft recommended ROC organisational structure	The draft recommended ROC organisation structure must conform to best practice.

22.	Change Impact Analysis (Release 3)	The Change Impact Analysis will describe the change impact on Release 3 related activities.
23.	Release 3 Training Needs Analysis	The Release 3 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 3 solution.

6A.6 Exit Criteria (Release 3)

There are no Exit Criteria specifically for Interim Detailed Design (Release 3) Phase as work on the Deliverables will continue in the full Detailed Design (Release 3) Phase.

6A.7 Cost of the Detailed Design (Release 3) Phase

The Contractor acknowledges and agrees:

- (a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had previously not been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (a) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Parties will negotiate in good faith to agree the cost of the full Detailed Design (Release 3) Phase (less any amount payable for Interim Detailed Design (Release 3) Phase pursuant to Change Request 4, as set out in section 12 below).

6B. Interim Implementation (Release 1) Phase

6B.1 Overview and purpose of Interim Implementation (Release 1) Phase

6B.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product, REM, into the Environment. The Interim Implementation (Release 1) Phase started on 2 November 2015.

6B.1.2 the Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production and that this section 6B shall be subsumed by the Final Agreement and clause 19.6 of the Additional Conditions will apply.

6B.1.3 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables.

6B.2 Entry Criteria

6B.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer's sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

6B.3 Services

6B.3.1 Subject to sections 7.6 and 7.7, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 6B.4 and as otherwise directed by the Customer.

6B.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6B.4 Deliverables

6B.4.1 Subject to sections 7.6 and 7.7, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver
Documentation Deliverables			
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
6	Updated Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a. Data Requirement Classifications (Master data, Migration Data, BI data); b. Data Migration Requirements; and c. Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ul style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a. the real-world object type represented by that data set; b. the recommended data maintenance method(s) in REM IMS; c. the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d. whether REM IMS can play the role of MDM source for that data; e. the volatility of that data; f. data translations (if any) required to integrate with existing Customer systems. 2. for each type of master or reference data requested by REM IMS from other Customer systems: 	The Customer

#	Deliverable	Description	Approver
		a. what data is required in the request and response messages; b. the business rules governing each message; and c. how those business rules are enforced. 3. for each type of transactional data flowing between REM IMS and another system (in either direction): a. the source and target systems; b. the message type and message header type; c. any encryption, security or certification considerations; d. the methods used to handle non-compliant data in the source system; e. any record selection filters required; and f. any record level transformations required.	
6.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
7.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
8.	Deployment & Implementation Plan	Document describing the process, tasks and responsibilities for controlled movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.	The Customer
Technical Deliverables			
1.	TIBCO Release 1	Planning for TIBCO configuration to deliver IMS functionality as well as Legacy-IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer
2.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer

6B.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6B.5 Exit Criteria

The Exit Criteria for the Interim Implementation (Release 1) Phase are:

#	Criteria	Description
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#	Criteria	Description
1.	Completion of all Technical Deliverables	The Customer has accepted the Technical Deliverables set out in section 6B.4 of this PIPP.

6C. Interim Testing (Release 1) Phase

6C.1. Overview

6C.1.1 The purpose of the Interim Testing (Release 1) Phase is to enable the Contractor to commence testing work to validate Release 1 to ensure the Requirements have been satisfied and that the solution for Release 1 is ready for release to the Customer and use on the Customer's network.

6C.1.2 The Customer is responsible for:

- (a) governance activities for all Testing related to Release 1, including:
 - (i) management of third party suppliers (other than the Other Contractors);
 - (ii) dispute resolution; and
 - (iii) liaison with the test teams from other Customer programs/projects (as required).
- (b) approving the Deliverables on or before the relevant date(s) specified in the Project Schedule;
- (c) establishing all necessary contractual arrangements with the Other Contractors to enable the Contractor to discharge its obligations;
- (d) providing commercial management of the Contractor and the Other Contractors;
- (e) providing access to the systems required by the Contractor as set out in the Requirements; and
- (f) provisioning and setting up of hardware on which the System will be hosted.

6C.1.3 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Interim Testing (Release 1) Phase are supplied and completed;
- (b) it will work collaboratively with the IMS Contractor to deliver the Services and Deliverables;
- (c) the Contractor witnesses that the Licensed Software has been successfully tested in the Customer's relevant environment for SAT;
- (d) it provides appropriately skilled resources to assist the Customer during all other Tests contemplated in this section 6C; and
- (e) all Deliverables that it is obliged to supply under the Interim Testing (Release 1) Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

6C.2. Entry Criteria

The Entry Criteria for each Test Phase is set out below:

#	Criteria	Description
1.	Acceptance of Detailed Design (Release 1)	The Detailed Design (Release 1) Documents have been completed and a Detailed Design (Release 1) Phase Deliverables have been accepted by the Customer.
1	Relevant environment is ready for testing	Acknowledgement by the IMS Contractor and the Customer that the installation, configuration and data preparation of the relevant environment is complete.
2	Development of agreed criteria for relevant test phase to commence	<ol style="list-style-type: none"> 1. Artefacts on which test planning and preparation are dependent upon have been approved, e.g. Requirements and Detailed Design Documents; 2. Test planning and preparation artefacts have been approved and/or accepted by the Customer, e.g. Test Strategy, relevant DTP, relevant TOM, relevant test cases/scripts; 3. Approved test cases have been loaded into the test management tool and testers have been granted the required level of access to the test management tool (HP ALM); 4. Formal defect management and reporting process is established; 5. Availability of Contractor, Customer and IMS Contractor resources (as applicable) required to execute testing has been confirmed; 6. Availability of Contractor and IMS Contractor resources required to analyse and resolve Defects has been confirmed; 7. Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known Defects and workarounds; 8. Correct version(s) of deployment package(s) have been deployed to the test environment(s); 9. Test environments are available and in a fit state as confirmed by shakedown testing; 10. Correct test environment access and credentials have been granted to testers; 11. the Parties agree that test data of sufficient quality, quantity and diversity to enable testing is available; and 12. Previous Testing Phase exit criteria have been met and, where applicable, the Test Summary Report (TSR) has been reviewed and approved by the Customer.

6C.3 Interim Testing (Release 1) Phase Services

6C.3.1 The Contractor must supply the following Services as part of the Interim Testing (Release 1) Phase. Each Test Phase listed in the "Service" column below is further described in the ROC Technology Test Strategy delivered as part of Detailed Design (Release 1) Phase.

#	Test Phase	Service Description
1	SAT Test Phase, Other Contractor COTS product	The Contractor will witness the execution of SAT by the IMS Contractor.
2	SIT Test Phase	<ol style="list-style-type: none"> 1. Test Planning - The planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities. 2. Test Execution - Execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan. 3. Test Reporting - The ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

6C.4 Interim Testing (Release 1) Phase Deliverables

6C.4.1 The Contractor is responsible for the following Deliverables with appropriate input from the relevant Other Contractor (refer to Appendix F for allocation of accountabilities):

- (a) Where the IMS Contractor must contribute to a Deliverable specified in the table below, the IMS Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- (b) The Contractor must, in collaboration with the IMS Contractor, supply the following Deliverables as part of the Interim Testing (Release 1) Phase. The approval of each Customer Deliverable will be the responsibility of the Customer.

#	Deliverable	Description	Approver
SAT Test Phase			
1.	Test Summary Report	<p>The Test Summary Report provides a summary and evaluation of the relevant Test Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results.</p> <p>In general the Test Summary Report must contain, but is not limited to:</p> <ol style="list-style-type: none"> 1. executive summary; 2. test coverage results; 3. tests planned; 4. tests planned and not run; 5. deviations from the plan; 6. tests executed and results; and 7. Defect summary plus impact analysis of open Defects. 	The Customer
SIT Test Phase			
2.	Detailed Test Plan	<p>The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that the System will support the Customer's business and stakeholder requirements.</p>	The Customer
3.	Test Objective Matrix (TOM)	<p>The TOM is a table demonstrating proposed test coverage for the relevant Test Phase. Test objectives state what is to be tested and are derived from the Requirements and will depend on the scope of the Test Phase.</p>	The Customer
4.	Test Cases	<p>A set of input values, execution preconditions, expected results and execution post-conditions, developed for a particular objective or test condition, such as to exercise a particular program path or to verify compliance with a specific requirement.</p> <p>The purpose of the test cases is to state how the testing will be implemented during testing and are based on the Test Objective Matrix (TOM).</p>	The Customer

5.	Test Summary Report (TSR)	<p>The Test Summary Report provides a summary and evaluation of the relevant Test Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results.</p> <p>In general the Test Summary Report must contain, but is not limited to:</p> <ol style="list-style-type: none"> 1. executive summary; 2. test coverage results; 3. tests planned; 4. tests planned and not run; 5. deviations from the plan; 6. tests executed and results; and 7. Defect summary plus impact analysis of open Defects. 	The Customer
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6C.5 Exit Criteria

The Exit Criteria for each Test Phase is set out below:

Criteria	Description
Test Cases	All test cases have been executed for the relevant Test Phase and the outcome recorded in the Customer's test management tool (HP ALM). An explanation has been provided to the Customer for any test case which has not been executed by the Contractor.
Recording Defects	All Defects identified during the relevant Test Phase have been recorded in the Customer's defect management tool (HP ALM) and are available for review.
Severity 1 / Severity 2 Defects	No Severity 1 or Severity 2 Defects outstanding. The Defect Severity Definitions are set out in the <i>ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)</i> document.
Severity 3 / Severity 4 Defects	An agreed action plan is in place to address outstanding Severity 3 and Severity 4 Defects, including target resolution time frame.
Defect Acceptance	<p>The number of outstanding Severity 3 and Severity 4 Defects and the cumulative impact of these Defects on the relevant Application must be accepted by the Customer.</p> <p>If any Exit Criteria have not been met, the Test Phase will continue until all Exit Criteria have been met. Once all Exit Criteria for the relevant Test Phase have been met, the Contractor must produce a TSR to demonstrate the outcome of the Test Phase.</p>
Defect Deviation	Any deviation from the agreed Exit Criteria for the relevant Test Phase must be approved by the Customer.

6C.5 Cost of the Interim Implementation (Release 1) Phase and Interim Testing (Release 1) Phase

The Contractor acknowledges and agrees:

- (c) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase and Interim Testing (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (d) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will

reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

6D. Interim Implementation (Release 2) Phase

6D.1 Overview and purpose of Interim Implementation (Release 2) Phase

6D.1.1 The purpose of Interim Implementation (Release 2) Phase is to enable the Contractor to commence work to enable the CIMS Contractor to integrate their CIMS product into the Environment.

6D.1.2 The Contractor must ensure that:

- (a) all of the Services that it is obliged to supply under the Interim Implementation (Release 2) Phase are supplied and completed; and
- (b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 2) Phase are delivered to the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 2) Phase Deliverables.

6D.2 Entry Criteria

6D.2.1 The Entry Criteria for the Interim Implementation (Release 2) Phase are specified in the table below. As at the date Change Request 4 is signed the Detailed Design (Release 2) Phase is complete and the Entry Criteria for Interim Implementation (Release 2) Phase have been met.

#	Criteria	Description
1.	Detailed Design (Release 2) Phase complete to necessary level to start the Interim Implementation (Release 2) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 2) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 2) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 2) Phase or, in the Customer's sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 2) Phase. Where one or more Deliverables in the Detailed Design (Release 2) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

6D.3 Services

6D.3.1 The Contractor must supply the following Services as part of the Interim Implementation (Release 2) Phase:

#	Description
1.	TIBCO Interfaces: Develop TIBCO middleware interfaces to support the integration of CIMS with existing Customer systems as defined in the Integration Specification.

6D.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6D.4 Deliverables

6D.4.1 The Contractor must supply the following Deliverables as part of the Interim Implementation (Release 2) Phase:

#	Deliverable	Description	Approver
1.	Interface Design Specification	This detailed technical specification will describe, for each interface defined in the Detailed Design Integration Specification, the details relevant to the build such as: <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) target data formats; d) data mappings between formats; and e) sample interface data. 	The Customer

6D.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

6D.4.3 The Contractor acknowledges and agrees:

- (c) that the cost for the Services and Deliverables under the Interim Implementation (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (d) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Implementation & Maintenance Phase accordingly.

7. Acceptance, Change Request and Assumptions

7.1 Acceptance

7.1.1 The Contractor must:

- (a) in collaboration with the Customer and Other Contractors (as required) participate in workshops and liaise with appropriate Personnel to ensure that all requirements are confirmed and understood; and
- (b) liaise with the Customer and Other Contractors (as required) to ensure that all Detailed Design Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

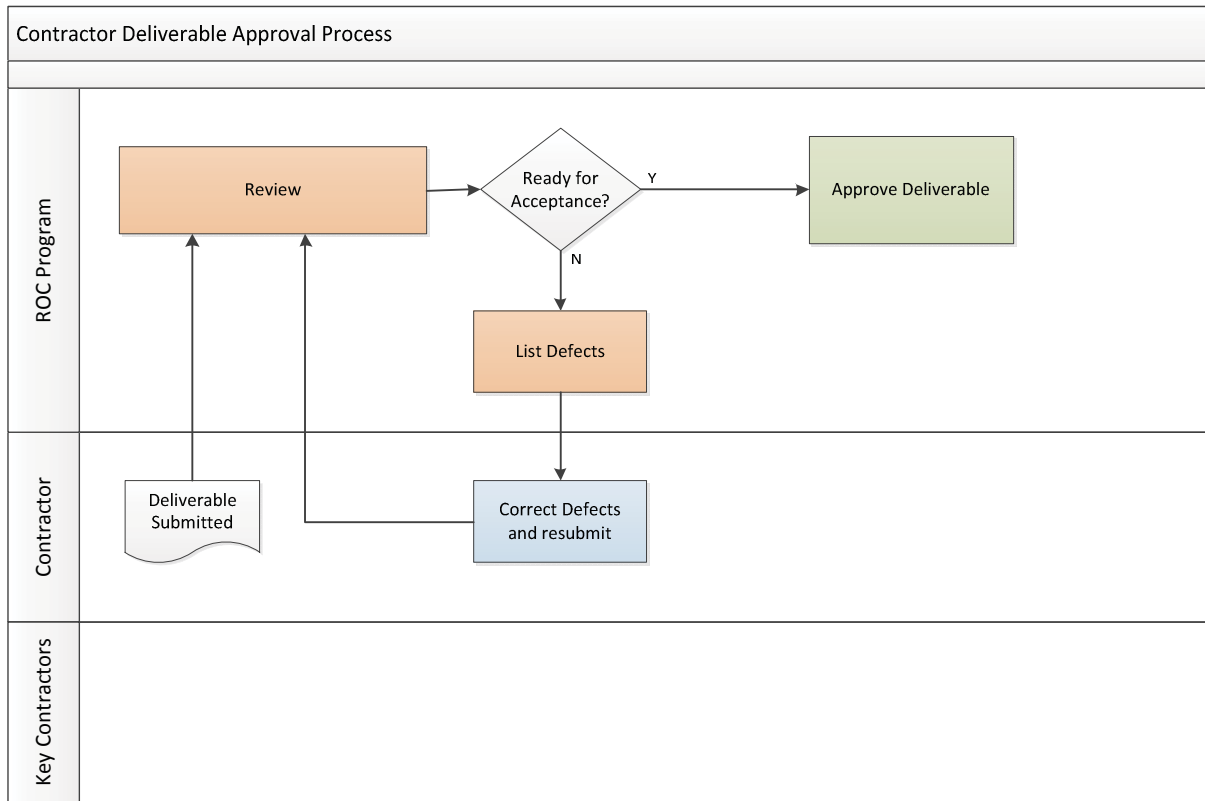
7.1.2 Subject to section 7.1.10, the Deliverables to be provided by the Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted. The definition of completeness can be subjective, as some aspects of a Deliverable will be further refined as part of the Implementation & Maintenance Phase. The Deliverables must be approved as a

pre-condition to the entering the Implementation & Maintenance Phase, unless otherwise waived by the Customer in its sole and absolute discretion.

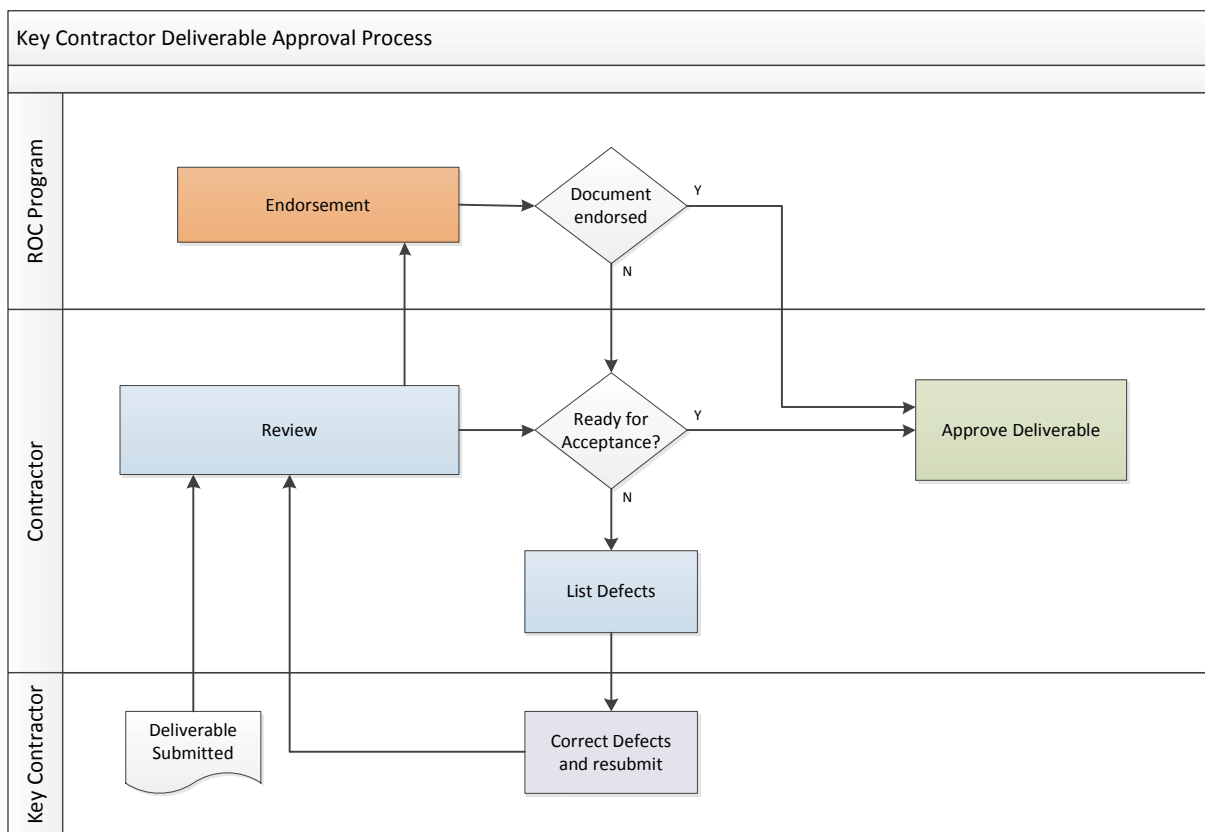
- 7.1.3 Deliverables from Other Contractors will be reviewed by the Contractor as the System Integrator. Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail, the Contractor will request the Customer's endorsement of that document. This endorsement will assist the Contractor in finalising the acceptance of a deliverable.
- 7.1.4 The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:
- (a) Milestone Acceptance Forms must be signed in writing by the Contractor's Project Director and Customer's Program Manager (or the Customer's Program Manager's authorised nominee);
 - (b) Deliverables must be approved by the Contractor's Project Manager (as specified in the Appendix B) or Contractor's Project Director (as specified in the Appendix B); email approval is sufficient;
 - (c) Other Contractors Deliverables must be endorsed by a Customer's delegate; email endorsement is sufficient;
 - (d) Contractors Documents/Deliverables must be approved by a Customer's Program Delegate; email approval is sufficient;
 - (e) the Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report;
 - (f) The Contractors program team will authorise a nominated delegate for each vendor area that will have the authority to endorse/approve submitted Deliverables;
 - (g) Upon each Deliverable submission, approval/endorsement is expected within 5 Business Days or as otherwise agreed between the Parties;
 - (h) Deliverables not approved/endorsed by the Customer must be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer;
 - (i) The re-submission consists of rectified defects only and must be clearly identified as such; and
 - (j) The documents/deliverable is considered approved once the defects have been rectified and accepted.

The approval process flow is identified in the following diagrams:

Contractor Deliverables:



Key Contractor Deliverables:



- 7.1.5 The Contractor must supply the Deliverables which are part of the Detailed Design Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.
- 7.1.6 The Contractor must ensure that the Solution described in the Detailed Design Documents:
- (a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
 - (b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
 - (c) does not negatively impact the performance or functionality of the Customer's Environment (including the Customer's current solution) that will interface with the Solution, excluding any downstream systems, not directly interfacing with the ROC Technology Solution.
- 7.1.7 The Customer must review a Deliverable submitted during the Detailed Design Phase in accordance with clause 4 of the Additional Conditions and within the period specified in Item 32 of the General Order Form.
- 7.1.8 Not used.
- 7.1.9 For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be:
- (a) the Initial Requirements (as amended or updated in any documents supplied under the Detailed Design Phase and approved by the Customer);
 - (b) the specifications, designs, any performance standards or other requirements for the Solution set out in any of the documents supplied by the Contractor in the Detailed Design Phase and approved by the Customer; and
 - (c) any other the requirements relating to the Deliverables or the Solution as set out in this PIPP.
- 7.1.10 The Contractor agrees that any review, comment, approval, endorsement or election (including an election in respect of Detailed Design Documents) or failure to review, comment, approve, endorse or elect on the part of the Customer under the Customer Contract:
- (a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the detailed design;
 - (b) does not limit or affect the provision of the Contractor's warranties or indemnities;
 - (c) does not constitute any express or implied representation, election, waiver or acquiescence on the part of the Customer;
 - (d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
 - (e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

7.2 Change Request

- 7.2.1 If:
- (a) during the Project the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Initial Requirements (**Requirements Variation**); and
 - (b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations; or

- (c) during the Project the Contractor identifies that the Customer's required Project Schedule for the Solution has materially changed from the draft Project Schedule in Annexure C; and
- (d) the change in the Project Schedule materially changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

7.2.2 If:

- (a) the Contractor is entitled to give the Customer a Change Request under section 7.2.1; and
- (b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits the Detailed Design Documents,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

7.3 Not used

7.4 Summary Table of Deliverables and expected delivery dates

(Note: All timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and documented in the associated draft Project Schedule).

For the purposes Detailed Design Release 2 any reference to Release 1 in this table below is to be read as a reference to Release 2.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 1	Updated High Level Solution Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 2	Release 1 Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 3	Release 1 Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 4	Release 1 Non-Functional Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 5	Release 1 Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 6	Project Communication Plan for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 7	Release 1 Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 8	Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 9	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 10	Release 1 Implementation Plan (draft)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 11	Technology Test Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 12	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 13	RACI	<i>Document</i>	<i>As specified in the draft</i>	<i>10 Business Days after delivery of the Deliverables</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
			<i>Project Schedule</i>	<i>specified as specified in the Project Schedule.</i>
WBS 16	Updated Release 1 Product Gap Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 17	Release 1 System Test Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 18	Requirements Traceability Matrix for Release 1	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 19	Technology Environment Management Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 20	Operating Model	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 21	Draft recommended ROC organisation structure	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 22	Change Impact Analysis (Release 1)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 23	Release 1 Training Needs Analysis	<i>Document</i>	<i>As specified in the draft Project</i>	<i>10 Business Days after delivery of the Deliverables specified as</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
			<i>Schedule</i>	<i>specified in the Project Schedule.</i>
Interim Implementation (Release 1) Phase				
WBS 24	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 25	Updated Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 26	Updated Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 27	Updated Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 28	Updated Project Communication Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 29	Updated Release 1 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 30	Updated Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 31	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 32	Deployment & Implementation Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 33	Interface Technical Specifications	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
Interim Implementation (Release 2) Phase				
WBS 34	Updated Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 35	Updated Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 36	Updated Functional Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 37	Updated Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 38	Updated Project Communication Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
				<i>Project Schedule.</i>
WBS 39	Updated Release 2 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 40	Updated Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 41	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 42	Deployment & Implementation Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 43	Interface Technical Specifications	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
Interim Detailed Design (Release 3) Phase				
WBS 44	Updated High Level Solution Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 45	Release 3 Architecture Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 46	Release 3 Functional Specification	<i>Document</i>	<i>As specified in the draft Project</i>	<i>10 Business Days after delivery of the Deliverables as specified in the</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
			<i>Schedule</i>	<i>Project Schedule.</i>
WBS 47	Release 3 Non-Functional Design	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 48	Release 3 Integration Specification	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 49	Project Communication Plan for Release 3	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables as specified in the Project Schedule.</i>
WBS 50	Release 3 Data Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 51	Release 3 Data Technical Analysis Outputs	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 52	Updated Technology Implementation Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 53	Release 3 Implementation Plan (draft)	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 54	Updated Technology Test Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 55	Updated Project Management Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 56	RACI	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 57	Updated Release 3 Product Gap Analysis	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 58	Release 3 Master Test Plan	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 59	Requirements Traceability Matrix for Release 3	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 60	Updated Technology Environment Management Strategy	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 61	Operating Model	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>
WBS 62	Draft recommended ROC organisation structure	<i>Document</i>	<i>As specified in the draft Project Schedule</i>	<i>10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.</i>

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 63	Change Impact Analysis (Release 3)	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 64	Release 3 Training Needs Analysis	Document	As specified in the draft Project Schedule	10 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

7.5 Contract Period

The Commencement Date is the date as stated in the General Order Form with a contract expiry as specified in item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

7.6 Exclusions

7.6.1 Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables:

- (a) Operational Visual Display System (OVDS)
- (b) software licencing for IMS, DTTS and CIMS
- (c) Business Analytics and Intelligence products
 - i. Business Analytics has not been included in the scope of the Contractor's Services or Deliverables.
- (d) Safety Assurance
 - i. The Contractor will work with the Customer to support Safety Assurance activities, but accountability remains with the Customer. See Implementation Strategy - section 10 (Safety Assurance) for further clarification.
- (e) Optional Interfaces
 - i. The Contractor has identified 61 interface flows required to deliver the ROC Technology Solution. In addition, a further five interface flows have been identified as optional. These interface flows will deliver value to the Customer but are not essential to deliver the ROC Technology Solution. Detailed design and development of optional interface flows has been excluded from the scope and cost estimates for this phase.
- (f) Master Data Management in Source Systems
 - i. As per the BAFO, master data management in source systems,(including data analysis, data cleansing, and data conversion & migration) is excluded from the Interim Implementation (Release 1) Phase.

7.7 General Assumptions

7.7.1 Program Assumptions

- (a) Project Governance: While the business requirements of the system are defined by the Customer, the project design authority for the technical solution and interfaces to external systems rests with the System Integrator and governance team.
- (b) The Contractor has assumed a commencement date of 27 July 2015 for Detailed Design (Release 1) Phase.
- (c) The Contractor (as the Systems Integrator) will develop the Technology Test Strategy during the Detailed Design Phase.
- (d) The Customer will develop the Data Management Strategy during the Detailed Design Phase for the ROC Technology Solution and the Contractor will manage the Other Contractors (or third party) who will conduct the data migration activities during the Implementation & Maintenance Phase.
- (e) Based on feedback from the Customer Release 1 is specific to IMS only. Any changes to this approach during Detailed Design Phase may require re-baseline of the schedule and effort and may impact on maximum guaranteed price/maximum price.
- (f) IT environments required to allow for the development, testing and QA of the overall solution will be provided by the Customer as and when required.
- (g) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- (h) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Other Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- (i) The Contractor is not responsible for resolving data quality issues and Other Contractor(s) will be contracted directly by the Customer as required (NB The Contractor is to exhaust all options before escalation).
- (j) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Other Contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- (k) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- (l) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- (m) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- (n) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or deliverables associated with this engagement.
- (o) The software supplied by the Other Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- (p) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- (q) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.

- (r) Any information reasonably requested by the Contractor to Other Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- (s) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- (t) The Customer will work with Other Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the project schedule including testing of the solution.
- (u) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- (v) Once additional dependent projects (as listed in Project Management Plan section 6.5) are added to the project scope there could be additional effort incurred and a corresponding change request raised.
- (w) OCM Change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Contractor assisting within the existing framework as set out by the Customer.
- (x) The site and system environment for deploying the vendor solutions will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of Voice Mail messages.
- (y) In case of missing systems to be integrated, simulation devices are provided and accepted as valid verification methods regarding the IMS functionality.
- (z) All project deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- (aa) Prior to the start of each stage the detailed planning, deliverables, resources and entry and exit criteria have been agreed by all parties.
- (bb) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- (cc) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- (dd) The project plan and associated services estimates are subject to the agreement of the Statement of Work/PIPP and other associated contracts.
- (ee) Any key Customer Project dependencies must be completed within the agreed timeline.
- (ff) The Customer will use reasonable endeavours to work with the Other Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- (gg) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in detailed design workshops.
- (hh) Rescheduling of workshops by the Customer that result in delays to the Project could result in change requests.
- (ii) The responsibilities for delivery of Services and Deliverables will be as listed in section 4, 5, 6, 6A, 6B, 6C and 6D above.
- (jj) For the change Impact Analysis deliverable our assumption is that a baseline for each dimension is provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.

- (kk) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.

7.7.2 Technical Assumptions

7.7.2.1 The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- (a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for configuration and customisation.
- (b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- (c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- (d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- (e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Other Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- (f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- (g) As a minimum, the Customer will manage and provide the necessary environments for the ROC program, (the Technology Environment Management Strategy document will provide a definitive list).
- (h) The Customer will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- (i) The Contractor will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Other Contractor;
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and
 - iv. 'User Acceptance Testing' environment.
- (j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- (k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into Other Contractor's solutions without rework.
- (l) SMEs familiar with the data layout, it's meaning and purpose are available and support the data import process.

- (m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- (n) All interfaces will be developed using TIBCO.
- (o) Subject to section 7B.8, validating that the data within reports outside the ROC Technology Solution is correct is not the responsibility of the Contractor.

7.7.3 Detailed Design (Release 2) Pricing Assumptions

As detailed in section 12.1 below, the Price for the Detailed Design (Release 2) Phase will not exceed the Maximum Guaranteed Price, subject to the following assumptions:

#	Assumption	Achieved or confirmed as at the date of Change Request 3.
(a)	Detailed Design (Release 2) will be limited to a fixed duration of 90 Business Days, commencing 2 November 2015 and completing on or before 18 March 2016;	Not achieved
(b)	Detailed Design (Release 2) commences on or before 2 November 2015;	Achieved
(c)	Other Contractors (CIMS & DTTS) and the Contractor completing Detailed Design (Release 2) within 5 Business Days of each other to prevent duplication of effort by the Contractor;	Not achieved
(d)	all Customer Supplied Information documentation is available prior to Detailed Design (Release 2) commencement;	Achieved
(e)	dependent Customer documentation that is not CSI will be available, at a minimum 20 Business Days prior to any dependent deliverable documents' due date;	
(f)	activities related to DTTS prototyping are not in scope for the Detailed Design (Release 2) phase unless they are specific to Detailed Design (Release 2);	Confirmed
(g)	Project shutdown for the Christmas break is from 19 December 2015 to 3 January 2015 (inclusive);	Confirmed
(h)	the Contractor identified the following interface flows required to deliver the ROC Technology Solution during High Level Solution Design Phase, accordingly, only the interface flows listed below will be part of the Detailed Design for	

#	Assumption	Achieved or confirmed as at the date of Change Request 3.
	Release 2: (i) original CIMS outbound = 31; (ii) original CIMS inbound (not related to DTTS or IMS) = 5 (out of 9 total for Release 3 when IMS and DTTS are integrated); (iii) original DTTS outbound = 5 (out of 9 total for Release 3 when IMS and CIMS are integrated); and (iv) original DTTS inbound = 6 (out of 7 total for Release 3 when IMS is integrated).	
(i)	the variation procedures in Schedule 4 will apply to any changes to schedule, scope or deliverables associated with this engagement in line with clause 6.18 of Part 2 of the Customer Contract.	Confirmed

The Contractor acknowledges and agrees:

- (a) that the cost for the Services and Deliverables (excluding the Transformation and Change Deliverables set out in section 5.4 and updated by section 6.2.2 above) under the Detailed Design (Release 2) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- (b) without limiting clause 19.4 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Final Contract for the Implementation & Maintenance Phase accordingly.

7.7.4 Assumption for Interim Implementation (Release 1) Phase

- (a) The Contract Price for the Interim Implementation (Release 1) Phase (as set out in section 12.1) has been calculated based on the Deliverables specified in the table as set out in section 6B.4 that will be completed over a 75 Business Day period.

7A. Implementation

7A.1 Where work performed (Site)

All the necessary work must be carried out at the Customer's site with the exception of requirements for meetings at other Customer locations, or at nominated locations within Australia, or any other site agreed between the Parties.

7A.2 Implementation strategy

7A.2.1 The Contractor must provide an implementation strategy that includes:

- (a) an implementation strategy that meets the ROC Technology Solution Objectives; and

- (b) how the Contractor will implement its Solution as part of the ROC Technology Solution and ensure that the Customer can continue to meet its operational and safety needs.

7A.2.2 The implementation strategy will follow the approach outlined in the Contractor's systems integration methodology and provide information on key items including the items specified in Deliverable No.9 of section 5.4 of this PIPP as updated in subsequent Detailed Design Phases.

7B. Project Management

7B.1 Advice and knowledge transfer

Subject to the exclusions in section 7.6, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

7B.2 Contractor assistance

If requested, the Contractor must participate in all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- (a) that the Initial Requirements, or if amended the Requirements, are accurate and complete; and
- (b) the Contractor's proposed solution.

7B.3 Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

7B.4 Risk management

7B.4.1 As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- (a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- (b) includes Delivery Risks,

(Issues Register).

7B.4.2 The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Contract Date.

7B.4.3 As at the date the Contractor provides the a draft of the Issues Register under section 7B.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

7B.4.4 The Contractor must report to the Customer:

- (a) any issues or risks (including any Delivery Risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- (b) any change in the status of the Delivery Risks, immediately on becoming aware of that change in status.

7B.5 Cooperation with Other Contractors

7B.5.1 The Contractor must, at no additional cost to the Customer:

- (a) coordinate and cooperate with the Other Contractors in relation to the Project;
- (b) without assuming any liability for the contents of an Other Contractor's Detailed Design document, provide all assistance and cooperation reasonably required by the Other Contractors;
- (c) comply with all other requests of the Other Contractors to the extent relevant to the Contractor's Services or Deliverables;
- (d) not delay or interfere with the performance of the Other Contractors' Services or Deliverables in relation to the Project;
- (e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to an Other Contractor's Services or Deliverables in relation to the Project; and
- (f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

7B.6 Communication with Other Contractors

7B.6.1 The Contractor must not, without the Customer's prior written consent:

- (a) give an Other Contractor a direction or instruction which will or is likely to vary the Other Contractor's scope in relation to the Project;
- (b) give an Other Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Other Contractor in relation to the Project;
- (c) give an Other Contractor a direction or instruction which will or is likely to delay the time that the Other Contractor is obliged to complete Services or Deliverables in relation to the Project;
- (d) accept directions or instructions from any Other Contractor in relation to the Services or the Deliverables; or
- (e) consent to any waiver, release, variation or reduction to or of any obligation of any Other Contractor in relation to the Services or the Deliverables.

7B.6.2 The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and an Other Contractor, or between Other Contractors, in connection with the Project.

7B.7 Disputes between the Contractor and Other Contractors

7B.7.1 The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with an Other Contractor by discussion and negotiation without the Customer's involvement.

7B.7.2 Where the Contractor has notified the Customer under section 7B.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.

7B.7.3 The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.

7B.7.4 The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

7B.8 Reliance on Other Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Other Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

7B.9 Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

7B.10 Delivery Address

7B.10.1 The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

7B.10.2 The Contractor must comply with all reasonable requests of the Customer when access the delivery address as well as any requirements specified in Item 25 of the General Order Form.

8. Customer Supplied Items (CSI) and Customer obligations

8.1 CSIs and obligations

8.1.1 Subject to section 8.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Contract Date:

- (a) project scope (as documented in the architecture blueprint);
- (b) functional requirements (as provided in the RFP);
- (c) non-functional requirements (as provided in the RFP);
- (d) draft Implementation & Maintenance Phase PIPP;
- (e) system security requirements;
- (f) data management strategy;
- (g) project concept and review;
- (h) architecture blueprint;
- (i) systems impacted (existing);
- (j) interface specifications (where available);
- (k) technical policies and standards;
- (l) draft Procure IT (the Customer Contract and this PIPP);
- (m) ROC organisation structure;
- (n) ROC program high level roadmap;
- (o) draft ROC program test management framework;
- (p) current processes;
- (q) concept of operations;
- (r) Transformation and Change Requirements v4.1;
- (s) ROC Systems Assurance and Planning Framework documents; and
- (t) ROC Data Architecture High-Level Strategy.

8.1.2 The Customer must:

- (a) provide the High Level Solution Designs provided by Other Contractors;
- (b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- (c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- (d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor’s obligations under this PIPP;
- (e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project; and
- (f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP.

8.1.3 The Parties acknowledge and agree that the Customer Supplied Items are those items specified in sections 8.1.1(a) – (t), 8.1.2(a) and 8.2.1.

8.2 CSI Facilities and Equipment

8.2.1 The Customer has provided the following CSI, subject to the following conditions:

- (a) Desktop equipment for the agreed number of Contractor’s Personnel working on Site, , subject to the Customer’s consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- (b) Ability to map network drives to enable Project documents to be stored on the Customer’s LAN / Documents Management System;
- (c) Internet Access from each desktop to access the Contractor’s Webmail and Intranet
Note: Security certificates get replaced by the Customer Proxy that might result in some sites not working correctly;
- (d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor’s Australian offices; and
- (e) Including the following activities, tasks, functions and responsibilities and supply the following items:

#	Item	Description
1.	Master Data Management	Plan and execution of Master Data Management requirements
2.	Environment Setup – Development	Execution of the Development component of the Environment Setup
3.	Environment Setup – SAT	Execution of the SAT component of the Environment Setup
4.	Environment Setup – SIT	Execution of the SIT component of the Environment Setup
	[Not used]	
	[Not used]	

7.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems
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Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network.

8.3 CSI verification

- 8.3.1 Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 8.3.2 In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.
- 8.3.3 Within a reasonable time after receiving a notice of CSI deficiency from the Contractor, to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

9. Personnel

- 9.1.1 The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 9.1.2 Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 9.1.3 The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 9.1.4 Nothing in Appendix B affects the scope of the obligations of either party as described in sections 4, 5, 6, 6A, 6B, 6C and 6D of this PIPP.

10. Subcontractors

- 10.1 The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor in the Detailed Design Phase workshops with the Customer, except where the Customer has engaged the Subcontractor independently.

11. Approval by the Customer

- 11.1 Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with clause 5 of the Additional Conditions and as per sections 5.4, 6.2, 6A.4, 6A.5, 6B.4, 6C.4 and 6D.4 (as applicable) above.
- 11.2 The Customer's approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

12. Payment Plan

- 12.1 **Contract Price**

- 12.1.1 The Contract Price for the Contractor to complete Release 1 and Release 2 of Detailed Design, Interim Detailed Design (Release 3) Phase. Interim Implementation (Release 1) Phase (including Interim Testing (Release 1) Phase) and Interim Implementation (Release 3) Phase are detailed below.
- 12.1.2 For clarity, the Contract Price for the Release 2 Detailed Design set out in the table below is a Maximum Guaranteed Price. Following good faith negotiations between the parties, the final price will be notified by the Contractor to the Customer, and that price (which, subject to the assumptions in section 7.2.2 must be no more than the Maximum Guaranteed Price) will be binding on the parties.
- 12.1.3 The Price for the scope of work introduced by Change Request 4 is [REDACTED] (ex GST). This is payable in the instalments set out in the table below. This Price includes work to be undertaken by the Contractor in respect of the Interim Detailed Design (Release 3) Phase in the period to 31 October 2016.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			
28 August monthly milestone	[REDACTED]	1	[REDACTED]
25 September monthly milestone	[REDACTED]	1	[REDACTED]
30 October monthly milestone	[REDACTED]	1	[REDACTED]
Residual payment on Acceptance of Detailed Design Deliverables for Release 1	[REDACTED]	1	[REDACTED]
		Sub-Total:	[REDACTED]
		Any Other Charges:	[REDACTED]
		GST:	[REDACTED]
This is the Contract Price (including GST)		Total Amount:	[REDACTED]
Release 2 Detailed Design			
4 December 2015 monthly milestone	[REDACTED]	1	[REDACTED]
15 January 2016 monthly milestone	[REDACTED]	1	[REDACTED]

Deliverable	Price per Unit	Quantity	Extended Price
19 February 2016 monthly milestone		1	
18 March 2016 monthly milestone		1	
Change Request 3			
15 April 2016 monthly milestone		1	
15 May 2016 monthly milestone		1	
15 June 2016 monthly milestone		1	
15 July 2016 monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 2		1	
		Sub-Total:	
		Any Other Charges:	
		GST:	
Contract Price (including GST)		Total Amount:	
Interim Implementation (Release 1) Phase			
30 November 2015		1	
18 December 2015*		1	
29 January 2016		1	
29 February 2016		1	
Change Request 3			
31 March 2016 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
30 April 2016 monthly milestone		1	
31 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
		Sub-Total:	
*18 December is Christmas close down date for the ROC Program		Any Other Charges:	
		GST:	
Contract Price (including GST)		Total Amount:	
Change Request 4			
Interim Implementation (Release 1) Phase (including Interim Testing (Release 1) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Interim Implementation (Release 2) Phase.			
31 August 2016 monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Interim Detailed Design (Release 3) Phase			
31 August 2016 interim monthly milestone		1	
30 September 2016 interim monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
31 October 2016 interim monthly milestone	██████████	1	██████████
Extension of Organisational Design Support to 2 September 2016			██████████
Extension of Data Configuration to 10 December 2016			██████████
Provision of Data Management Services to 31 October 2016			██████████
Provision of Integrated Support to 14 October 2016			██████████
		Sub-Total:	██████████
		GST	██████████
Contract Price (including GST)		Total Amount:	██████████
Contract Price			
Detailed Design Release 1			██████████
Detailed Design Release 2			██████████
Interim Implementation (Release 1) Phase			██████████
Interim Implementation (Release 1) Phase (including Interim Testing (Release 1) Phase)			██████████
Interim Implementation (Release 2)			██████████
Interim Detailed Design (Release 3)			██████████
Extend Organisational Design Support to 2 September 2016			██████████
Extend Data Configuration to 10 December 2016			██████████
Provision of Data Management Services to 31 October 2016			██████████

Deliverable	Price per Unit	Quantity	Extended Price
Provision of Integrated Support to 14 October 2016			
Total Contract Price (ex GST)			

12.2 Payment

- 12.2.1 The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 12.1.1.
- 12.2.2 The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.
- 12.2.3 In the event that the intended Change Request 5 is not executed by the time the Services and Deliverables contemplated under this PIPP are to be delivered, or this PIPP is not extended, the parties will negotiate, in good faith, any reasonable stand-down and re-mobilisation costs.

12.2.4 The Total Contract Price is comprised of the following amounts (ex GST):

- Detailed Design Release 1 (as set out above)
- Detailed Design Release 2 (as set out above)
- Interim Implementation (Release 1) Phase (as set out above)
- Data Profiling (as set out in Change Request 3)
- Data Configuration (as set out in Change Request 3)
- Organisational Design Support (as set out in Change Request 3)
- Extend Organisational Design Support to Sep 2
- Extend Data Configuration to Dec 10
- Provision of Data Management Services to Oct 31
- Provision of Integrated Support to Oct 14
- Interim Implementation (Release 1) Phase (including Interim Testing (Release 1) Phase) (as set out in Change Request 4)
- Interim Implementation (Release 2) Phase (as set out in Change Request 4)
- Interim Detailed Design (Release 3) Phase (as set out in Change Request 4)



Total Contract Price (ex GST)

12.2.5 For the purposes of the Customer Contract, the Contract Price is the Contract Value.

12.3 Termination for convenience

12.3.1 The Customer may by Notice in Writing at any time terminate the Customer Contract for convenience. In these circumstances the Contractor is entitled to the payments calculated in accordance with clause 15 of the Additional Conditions.

12.4 Liquidated Damages

12.4.1 Liquidated Damages will not be applicable for the Detailed Design or Interim Implementation (Release 1) Phases.

13. Governance

13.1 Authorised Representatives

13.1.1 For the purposes of the Customer Contract:

- (a) the Customer's Authorised Representative is Mark Pigot; and
- (b) the Contractor's Authorised Representative is Steve Keenaghan.

13.2 Management committee

13.3.1 For the purposes of the Customer Contract the following are members of the management committee:

- (a) Mark Pigot
- (b) Stefano Bianchini;
- (c) Jason Galer;
- (d) Steve Keenaghan;
- (e) Conrad Kerin (Release 1);
- (f) David Hayward (Release 3)
- (g) Ayman Sidky (Release 2).

13.3.2 The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

13.3 Management committee function

13.3.1 The function that the management committee is to:

- (a) review and monitor progress under the Customer Contract; and
- (b) carry out any other functions stated in Item 16 of the General Order Form.

13.4 Management committee meetings

The management committee must meet no less than once a month during the Project at the times and locations specified by the Customer.

13.5 Management committee progress report

13.5.1 The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 13.4, provide the Customer with a progress report which at a minimum should include:

- (a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- (b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- (c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- (d) draft updates of relevant parts of the Contract Specifications;

- (e) any new Change Requests or Contract Variations (if applicable);
- (f) reviewing progress of any draft Change Requests or Contract Variations (if applicable);
and
- (g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements

The Initial Requirements for Release 1, Release 2 and Release 3 are as detailed in the High Level Technology Business Requirements.

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Anthony Rakuljic	Account Director	<ul style="list-style-type: none"> Customer relationship management the between the Customer and the Contractor team Ensures that all contractual arrangements are in place prior to project commencement
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Directs the implementation of the project and transformation activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Project Manager (Release 3)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Ayman Sidky	Project Manager (Release 2)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Conrad Kerin	Project Manager (Release 1)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Chris Johnstone	DTTS Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Bryce Jackwitz	Project Support Officer	<ul style="list-style-type: none"> Support management of project logistics Document project meeting minutes
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
Guarav Jain	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
Guy Swift	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

Name	Role	Responsibility
Giuliano Masino	System Analyst (DTTS)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Vivek Shankar	Integration Design Lead	<ul style="list-style-type: none"> Design and document Technical Specifications for Interfaces
Solon Kypridemos	System Analyst (IMS)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Tom Montmayeur	System Analyst (CIMS)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Stephen Prince	Senior Business Analyst (DTTS)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
Dan Scott	Transition Manager	<ul style="list-style-type: none"> Manage the Deployment and Release activities Develop and Implement the Transition to Support Plan
TBA	Support Analyst	<ul style="list-style-type: none"> Implement the Transition to Support activities Provide post Go-Live Project Support
Solon Kypridemos	Senior Business Analyst (Release 2)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements and define business processes to be supported
Catherine Ohis	Business Analyst (Release 1)	<ul style="list-style-type: none"> Understand and define detailed business and system requirements
		<ul style="list-style-type: none">
Sri Kumar Nair	Change Specialist (Release 1)	<ul style="list-style-type: none"> Organisation Change Management & Organisation Design implementation
Debra Dodd	Test Lead (Release 1)	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities
Delrene Burton	Change Specialist (DTTS)	<ul style="list-style-type: none"> Change agent, focusing on facilitating adoption & business transformation

Name	Role	Responsibility
Malcolm Jones	Test Manager	<ul style="list-style-type: none"> Coordinating and overseeing of all testing activities
		<ul style="list-style-type: none">
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

2 Customer roles and responsibilities

Name	Role	Responsibility
Mark Pigot	Technology Team Manager	Management of the Technology Team
Stefano Bianchini	Lead Architect	Oversight of Technical Design for ROC Program
Bob Allum	Commercial Lead	Oversight of Commercial negotiations and management of ROC Agreements
Imola Novak	Project Manager	Project Management of ROC Vendors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Customer Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Draft Project Schedule



ROC Master DTTS
Schedule DRAFT v1.0



ROC - DP1 and DP2
Deliverables List V111

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

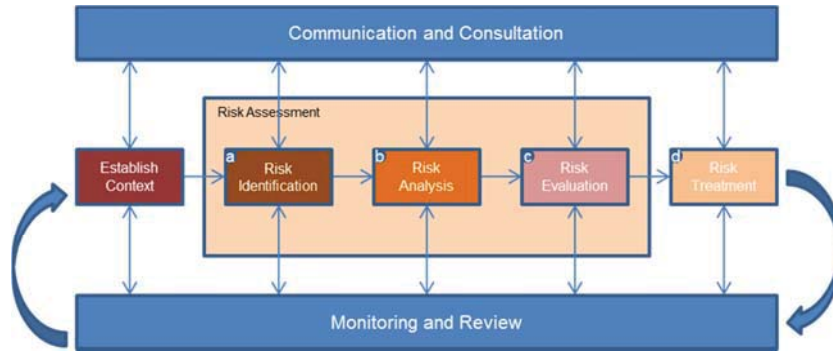


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Table: ROC risk review schedule

Appendix E – Milestone Acceptance Form



Milestone
Acceptance Form.doc

	<h2 style="margin: 0;">AJILON MILESTONE ACCEPTANCE</h2>
---	---

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of **Ajilon Consulting Pty Ltd**

Signature _____

Program Manager _____

Date _____

On Behalf Of **Sydney Trains**

[Ajilon Commercial use]		
Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible and consulted for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”



R1-R2-R3 RACI.xlsx

Release 1 RACI			
Deliverable	Release 1 - Document Name	Contractor	Key Contractor
1	Updated High Level Solution Design	A,R	R
2	Architecture Specification	A	R
3	Functional Specification	A	R
4	Non-Functional Design	A	R
5	Integration Specification	A/R	R
6	Updated Project Communication Plan	A	C
7	Data Management Plan	A	R
8	Data Technical Analysis Outputs	A	R
9	Technology Implementation Strategy	A,R	R
10	Technology Implementation Plan	A	R
11	Technology Test Strategy	A,R	R
12	Updated Project Management Plan	A,R	R
13	RACI	A	C
14	Updated Product Gap Analysis	A	R
15	System Test Plan	A	R
16	Updated Requirements Traceability Matrix	A,R	R
17	Technology Environment Management Strategy	A,R	R
18	Operating Model (To-be processes "out of the box")	A,R	R
19	Drafting a recommended ROC Organisational Structure	A	R
20	Change Impact Analysis/Assessment	A,R	R
21	Training Needs Analysis	A,R	R

Customer
C
C
C
C
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C
C
R
C
C
C
C
C
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C
C
C
R
C

Phase
Release 1 Build Deliverables
Release 1 New Build Deliverables
Release 1 Data Management Deliverables
Release 1 Data Profiling Deliverable

Release 1 Data Configuration Deliverables
REM Mobile Non- Production Deployment
REM & REM Mobile 2016.R2
Unit Testing / System Testing Phase
System Acceptance Testing (SAT)

System Integration Testing (SIT)
Load and Performance Testing
User Acceptance Testing (UAT)
Enterprise Release Management (ERM) Regression
Operational Acceptance Testing (OAT)
Security and Penetration Testing
Cross Stream Testing

Deployment Deliverables
Training

RACI Definition

R: Responsible
A: Accountable
C: Consulted
I: Informed
Out of scope

Deliverable Name	Contractor
Updated High level solution design	A,R
Updated Release 1 Architecture Specification	A,R
Updated Release 1 Functional Specification	A,R
Updated Release 1 Non-Functional Design	A,R
Updated Release 1 Integration Specification	A,R
Updated Project Communications Plan	A,R
Updated Release 1 Data Management Plan	A,R
Updated Release 1 Data Technical Analysis Output	A,R
Updated Technology Implementation Strategy	A,R
Updated Release 1 Technology Implementation Plan	A,R
Updated Technology Test Strategy	A,R
Updated Project Management Plan	A,R
Updated RACI	A,R
Updated Release 1 Product GAP Analysis	A,R
Updated Release 1 System Test Plan	A,R
Updated Release 1 Requirements Traceability Matrix	A,R
Updated Technology Environment Management Strategy	A,R
Interface Design Specification – one per Interface	C
Interface Documentation for SIRI (REM 2016.1)	C
Shadow Data Base Documentation	C
Interface Documentation for Notification Functionality (REM 2016.1)	I
Documentation of the REM 2016.1 Data Model	I
User Manual for Emergency Management Client (EMC) (REM 2016.1)	I
User Manual for Data Management Client (DMC) (REM 2016.1)	I
User Manual for Web Portal (REM 2016.1)	I
User Manual for REM Mobile 2016.R1	C
IMS (REM 2016.R1) Licensed Software	C
Licensed Software (REM Mobile 2016.R1)	C
System Test Summary Report (REM 2016.R1)	C
Preparation of source data	A,R
Validation and loading of source data	A,R
Development of SQL scripts	A,R
Unit testing of SQL scripts	A,R
Preparation of a delivery statement	A,R
Data Profiling Report	A,R

System Deliverable 1 – a validated instance of the REM Base Configuration	A,R
System Deliverable 2 – a validated instance of the REM Base Configuration	A,R
REM Mobile Software Update (QR Code deployment)	I
REM Mobile Configuration Process Documentation	C
REM Mobile Deployment Process Documentation	C
REM Mobile Hand-over to support Documentation (handover of non-production process)	C
Update of REM Mobile Functional Specification (2016.R1)	R
Update of REM Mobile Test Objective Matrix (2016.R1)	R
Update of REM Mobile User Manual (2016.R1)	R
Update of Requirements Traceability Matrix (2016.R1)	R
REM System/Software Delivery (REM Release 2016.R2)	C
REM System/Software Delivery (REM Mobile 2016.R2)	C
Update of Gap Analysis (REM and REM Mobile Release 2016.R2)	A,R
Update of Functional Specification (REM and REM Mobile Release 2016.R2)	A,R
Update of Interface Documentation for SIRI (REM 2016.R2)	C
Interface Documentation for Notification Functionality (REM 2016.R2)	C
Update Documentation of the REM 2016.2 Data Model	C
Update of User Manual for Emergency Management Client (EMC) (REM 2016.R2)	C
Update of User Manual for Data Management Client (DMC) (REM 2016.R2)	C
Update of User Manual for REM Mobile (REM Mobile 2016.R2)	C
Update Requirements Traceability Matrix for REM 2016.R2	A,R
Test Summary Report for System Test (REM Release 2016.R2)	I
Test Summary Report for System Test (REM Mobile 2016.R2)	I
Detailed Test Plan	A,R
Test Objective Matrix	A,R
Test Cases	A,R
Test Reporting	A,R
Test Summary Report	A,R
SAT Test Objective Matrix (2016.R1)	C
SAT Test Cases (2016.R1)	C
SAT Test Summary Report (2016.R1)	C
SAT Test Objective Matrix (2016.R2)	C
SAT Test Cases (2016.R2)	C
SAT Test Summary Report (2016.R2)	C

Detailed Test Plan	A,R
Test Objective Matrix	A,R
Test Cases	A,R
Test Reporting	A,R
Test Summary Report	A,R
Detailed Test Plan	A,R
Test Objective Matrix	A,R
Test Cases	A,R
Work Load Matrix	A,R
Test Scripts	A,R
Test Reporting	A,R
Test Summary Report	A,R
Detailed Test Plan	A,R
Test Objective Matrix	A,R
Test Cases	A,R
Test Reporting	A,R
Test Summary Report	A,R
Test Objective Matrix	A,R
Test Reporting	A,R
Test Summary Report	A,R
Detailed Test Plan	€
Test Objective Matrix	€
Test Cases	€
Test Summary Report	€
Detailed Test Plan	C
Test Objective Matrix	C
Test Cases	C
Test Summary Report	C
Detailed Test Plan	C
Test Objective Matrix	C

Test Cases	C
Test Summary Report	C
Handover To Support Plan	A,R
Release Implementation Review Report	C
Train the Trainer Training Material	I
System Administration Train Material	I
Application Administration Training Material	I

<p>The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.</p>
<p>The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.</p>
<p>The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”</p>
<p>This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”</p>
<p>Out of scope</p>

RACI	
Key Contractor	Customer
R	€
R	C
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C	A,R

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C	A,R
R	C
C	A,R
A,R	I
A,R	I
A,R	I

ROC



Deliverable	Release 2 Detail Design - PIPP Deliverables	Contractor
1	Updated High Level Solution Design	A,R
2	Architecture Specification	A,R
3	Functional Specification	A,R
4	Non-Functional Design	A,R
5	Integration Specification	A,R
6	Updated Project Communication Plan	A,R
7	Data Management Plan	A,R
8	Data Technical Analysis Outputs	A,R
9	Technology Implementation Strategy	A,R
10	Technology Implementation Plan	A,R
11	Technology Test Strategy	A,R
12	Updated Project Management Plan	A,R
13	RACI	A,R
14	Updated Product Gap Analysis	A,R
15	Master Test Plan	A,R
16	Updated Requirements Traceability Matrix	A,R
17	Technology Environment Management Strategy	A,R
18	Operating Model (To-be processes "out of the box")	A,R
19	Drafting a recommended ROC Organisational Structure	A,R
20	Change Impact Analysis/Assessment	A,R
21	Training Needs Analysis	A,R

notes:

RACI Definition

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The "doer" creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one "A" can be assigned to an action. Also known as the "Owner" of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. "In the Loop"
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. "Keep in the Picture"

DOCUMENT SUMMARY

© Sydney Trains
 Version 1.0| 05/04/2016
 Approved by:
 Issue Date: 05/04/2016
 Review Date:
 Document Custodian: G. Masino

Key Contractor	Customer
R ^{*1}	C
R ^{*2}	C
R ^{*2}	C
R ^{*2}	C
R ^{*2}	C
R ^{*1}	C
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R ^{*1}	C

*1 Thales is responsible for contributing relevant CIMS input to Ajilon
 *2 Thales is accountable and responsible for producing CIMS document

ROC DOCUMENT SUMMARY



© Sydney Trains
 Version 0.6 11/10/16
 Approved by:
 Issue Date:
 Review Date:
 Document Custodian: A. Sidky

Deliverable	Release 2 Build - PIPP Deliverables	Contractor	Key Contractor	Customer
CIMS Deliverables (As Built)				
1	Updated Release 2 Architecture Specification	A,R	R	C
2	Updated Release 2 Functional Specification	A,R	R	C
3	Updated Release 2 Non-Functional Design	A,R	R	C
4	Updated Release 2 Integration Specification	A,R	R	C
5	Updated ROC Technology Vendor Communications Plan			
6	Updated Release 2 Data Management Plan	A,R	R	C
7	Updated Data Technical Analysis Outputs			
8	Updated Technology Implementation Strategy	A,R	R	C
9	Updated Release 2 Technology Implementation Plan	A,R	R	C
10	Update ROC Technology Test Strategy	A,R	R	C
11	Updated Project Management Plan	A,R	R	C
12	Updated RACI	A,R	R	C
13	Updated Release 2 Product Gap Analysis	A,R	R	I
14	Updated Release 2 Master Test Plan	A,R	C	C
15	Updated Requirements Traceability Matrix	A,R	R	C
16	Technology Environment Management Strategy	A,R	R	C
Test Deliverables during Build and Implementation				
17	System Testing Detailed Test Plan (Thales Factory Acceptance Test Plan) included Test Cases and TOM	I	A	I
18	System Testing Test Summary Report (Factory Acceptance Test Report)	I	A	I
19	System Testing for Tibco and Other Interfaces Detailed Test Plan	A,R	I	C
20	System Testing for Tibco and Other Interfaces Test Objective Matrix	A,R	I	C
21	System Testing for Tibco and Other Interfaces Test Cases	A,R	I	C
22	System Testing for Tibco and Other Interfaces Test Summary Report	A,R	I	C
23	SAT Detailed Test Plan (includes SAT TOM and Test Cases)	C	A/R	I
24	SAT Test Summary Report	C	A/R	C
25	SIT Detailed Test Plan	A,R	C	C
26	SIT Test Objective Matrix	A,R	C	C
27	SIT Testing Test Cases	A,R	C	C
28	SIT Test Summary Reports	A,R	C	C
29	UAT Detailed Test Plan	A,R	I	C
30	UAT Test Objective Matrix	A,R	I	C
31	UAT Testing Test Cases	A,R	I	C
32	UAT Test Summary Reports	A,R	I	C
33	Load and Performance Detailed Test Plan	A,R	C	C
34	Load and Performance Test Objective Matrix	A,R	C	C
35	Load and Performance Test Cases	A,R	C	C
36	Load and Performance Work Load Matrix	A,R	C	C
37	Load and Performance Test Scripts	A,R	C	C
38	Load and Performance Test Summary Reports	A,R	C	C
39	UAT Detailed Test Plan	A,R	C	C
40	UAT Test Objective Matrix	A,R	C	C
41	UAT Testing Test Cases	A,R	C	C
42	UAT Test Summary Reports	A,R	C	C
43	Enterprise Release Management (ERM) Regression Test Objective Matrix	A,R	I	C
44	Enterprise Release Management (ERM) Regression Test Summary Report	A,R	I	C
45	Operational Acceptance Testing (OAT) Test Summary Report	C	C	A,R
46	Handover to Support Plan	A,R	R	C
47	Release Implementation Review Report	C	C	A,R
New Build Deliverables				
48	Tibco Interface Design Specification - APIS to ST Website	A,R	I	C
49	Tibco Interface Design Specification - APIS to RTTA	A,R	I	C
50	Tibco Interface Design Specification - APIS to CTIP	A,R	I	C
OTHER please list				
51	ROC Template Baseline	I	A	R
52	APIS Training Materials	I	A	I
53	APIS Product Manuals	I	A	I
54	DIDs	I	A	I

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C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. "In the Loop"
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. "Keep in the Picture"

ROC



Deliverable	Release 3 Detail Design - PIPP Deliverables	Contractor
1	Updated High Level Solution Design	A,R
2	Architecture Specification	A,R
3	Functional Specification	A,R
4	Non-Functional Design	A,R
5	Integration Specification	A,R
6	Updated Project Communication Plan	A,R
7	Data Management Plan	A,R
8	Data Technical Analysis Outputs	A,R
9	Technology Implementation Strategy	A,R
10	Technology Implementation Plan	A,R
11	Technology Test Strategy	A,R
12	Updated Project Management Plan	A,R
13	RACI	A,R
14	Updated Product Gap Analysis	A,R
15	Master Test Plan	A,R
16	Updated Requirements Traceability Matrix	A,R
17	Technology Environment Management Strategy	A,R
18	Operating Model (To-be processes "out of the box")	A,R
19	Drafting a recommended ROC Organisational Structure	A,R
20	Change Impact Analysis/Assessment	A,R
21	Training Needs Analysis	A,R

RACI Definition

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The "doer" creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one "A" can be assigned to an action. Also known as the "Owner" of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. "In the Loop"
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. "Keep in the Picture"

Appendix G – Acceptance Criteria

Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

Approval Criteria for each Detailed Design Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Detailed Design Phase are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (section 5.4, 6.2, 6A.4 or 6A.5 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the deliverable; and
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/ Contractor workshops.

Approval Criteria for each Interim Implementation Phase

Standard List of Approval Criteria

The Approval Criteria for the following Deliverables of Interim Implementation Phases are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase;
- b) where the Deliverable is a document, that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (section 6B.4, 6C.4 or 6D.4 of the PIPP), where stated;
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans; and
- e) there are no outstanding major defects from the review of the deliverable.

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	5
Date of Change Request	3 May 2017
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	This Change Request takes effect on and from 1 November 2016
Date of expiry of validity of Change Request	Not applicable
Contractor's estimated time and cost of evaluation	Not applicable
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)	Nil

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
26/10/16	1.0	<i>Initial draft</i>	ST
31/10/16	1.1	<i>Updated to address comments from Ajilon and finalise the CR5 Form.</i>	ST
21/03/17	1.2	<i>Updates to address additional amendments to the scope of CR5.</i>	ST
22/03/17	1.3	<i>Response from Sydney Trains.</i>	ST

DETAILS OF CHANGE REQUEST

Summary

1. The Customer is establishing a new Rail Operations Centre (ROC).
2. The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
3. An ECI Contract was entered into by the Parties in relation to the Project on or about 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO. That ECI Contract was separate to this Customer Contract.

4. On or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the project that was developed in the ECI Contract.
5. Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract.
6. Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract.
7. Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Seconded.
8. Change Request 4 to this Customer Contract was executed on or about 18 October 2016 to incorporate interim Detailed Design (Release 3) services for DTTS implementation services.
9. Following Change Request 4, the Customer and Contractor entered into the following letters of intent:
 - (a) a letter of intent dated on or about 1 November 2016 regarding amendments to the Customer Contract by way of a Change Request (**Initial CR5**); and
 - (b) a letter of intent dated on or about 9 December 2016 regarding amendments to the Customer Contract by way of a Change Request (**Initial CR6**),together, the "**Letters of Intent**".
10. The Letters of Intent were extended several times by the Customer, during which time it was determined by the Parties that the Initial CR5 would require modification in order to accurately reflect current Customer requirements.
11. On 29 March 2017, the Customer and Contractor entered into a further letter of intent, which replaced and superseded the Letters of Intent (**New LOI**). The New LOI will terminate on the execution of this Change Request 5 and will be of no further effect between the Customer and the Contractor.
12. The Customer and Contractor have now agreed a modified version of the Initial CR5 and consolidated this with the Initial CR6 to form the basis of this Change Request 5.
13. This Change Request 5 will amend the Customer Contract (including the PIPP) so that:
 - (a) the scope of work under the PIPP is expanded to include all work described in the attached PIPP, which includes:
 - (i) all work from Detailed Design for Release 1 and Release 2 (as amended), through to the build, test and deployment of Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3;
 - (ii) a Detailed Design Phase for Release 1 – Tranche 2; and
 - (iii) provisional support for Release 1, along with certain service transition and testing; and
 - (b) the Contractor's scope of work for Release 2 under the PIPP is revised as described in the attached PIPP, to reflect a change in approach to Release 2.

14. This Customer Contract when it was originally agreed for Detailed Design contemplated that a separate "Final Contract" would be negotiated and agreed to cover implementation work. The Parties have agreed instead to expand the scope of this Customer Contract to cover implementation, rather than enter into a separate contract. As a result, this Customer Contract now constitutes the Final Contract for purposes of Release 1, Release 2, an Interim Phase for Detailed Design for Release 3 and a Detailed Design for Release 1 – Tranche 2.
15. The Parties further acknowledge that:
 - (a) the Services and Deliverables produced or provided under this Customer Contract may be required for the Release 3 (Implementation) Phase;
 - (b) a full Detailed Design for Release 3 and Release 3 Implementation Phase is not a part of this PIPP at this time;
 - (c) the Services and Deliverables produced or provided under this Customer Contract may be required for the Release 1 – Tranche 2 implementation phase; and
 - (d) the Release 1 – Tranche 2 Implementation Phase is not a part of this PIPP at this time.
- 16.. The Parties intend that:
 - (a) this Change Request takes effect so that the Customer Contract is varied with effect from the "Proposed Implementation Date of Change" specified on the cover of this Change Request;
 - (b) the Customer Contract as amended by this Change Request continues in full force and effect;
 - (c) all rights and liabilities of the Parties under this Customer Contract prior to the "Proposed Implementation Date of Change" are as set out in this Customer Contract as it existed prior to the date of this Change Request;
 - (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the "Proposed Implementation Date of Change"; and
 - (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.
17. The documents attached to this Change Request show the Customer Contract as it exists after this Change Request is implemented.
18. The Parties acknowledge that the PIPP attached to the Change Request may not be a fully consolidated PIPP, and that some content from previously performed activities may be missing. The parties have proposed creating a consolidated PIPP following execution of this Change Request including all activities that were set out in:
 - (a) The PIPP as attached to the original Customer Contract;
 - (b) The PIPPs attached to Change Request 1, Change Request 2, Change Request 3 and Change Request 4; and
 - (c) The PIPP included in Attachment 1 to this Change Request.

If a consolidated PIPP is not agreed, then the Parties acknowledge that their obligations under this Customer Contract at any point in time are as set out in the PIPP attached to the Customer Contract at that point in time.

19. The Parties further acknowledge that the PIPP may require further amendment to ensure that the obligations of the Parties in respect of the implementation of Release 2, the Detailed Design for Release 3 and the Detailed Design for Release 1 – Tranche 2 to accommodate arrangements yet to be negotiated between the Customer and its other suppliers for the Project. The Parties agree to negotiate in good faith such amendments.

SCOPE

The current scope of the Customer Contract relates to the Detailed Design for Releases 1 and 2 and the Interim Implementation (Release 1) Phase, as described in the Project Implementation and Payment Plan (PIPP) and certain data management activities, as described in the Module 7 Order Form. The current scope of the Customer Contract also includes the following additional scope as recently agreed under Change Request 4 (CR4):

- (a) increase the scope of the Interim Implementation (Release 1) Phase;
- (b) allow certain implementation activities for Release 2 to begin;
- (c) allow certain testing activities for Release 1 to begin;
- (d) allow interim detailed design activity for Release 3 to commence in respect of DTTS; and
- (e) amend the PIPP to reflect some consequential amendments required as a result of (a) to (d) above.

The intention following CR4 was that the implementation activities to be performed under Module 7 as a result of CR 4 would ultimately be incorporated into Module 13A under Change Request 5 to be executed in October 2016.

This CR5:

- (a) brings the Contractor's implementation activities under Module 13A and covers the scope from Detailed Design for Release 1 and revised scope of Release 2, through to the build, test and deployment of Release 1 and Release 2, Interim Detailed Design for Release 3 and Detailed Design for Release 1 – Tranche 2; and
- (b) incorporates provisional support for Release 1, along with certain service transition and testing services.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The effects of this Change Request are as shown in the contract documents contained in Attachments 1 to 7 to this Change Request.

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this Change Request are necessary to accord with the existing project schedule.

New PIPP (annexed)

The current PIPP is replaced in its entirety as set out in Attachment 1 to this Change Request. As noted above, that PIPP may not include a complete restatement of all Deliverables from the date of execution of the Customer Contract. A consolidated PIPP will be prepared promptly following signing of this Change Request.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

CR5 will increase the Contract Price by [REDACTED] (ex GST) to a total of [REDACTED] (ex GST). The charges and timing for payment of the charges associated with this CR5 are set out in the attached revised PIPP as well as the revised Module 7 Order Form and in the New Module 5 Order Form.

CHANGES TO CSI

The amendments to CSI are as set out in the attached PIPP.

CHANGES TO CUSTOMER PERSONNEL

No change.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Refer to the PIPP and the SLA.

Responsibilities of the Contractor

Refer to the PIPP and the SLA.

Responsibilities of the Customer

Refer to the PIPP and the SLA.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

The testing services are as set out in the attached PIPP.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

There are certain additional testing document deliverables incorporated in the updated PIPP.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not applicable.

ASSUMPTIONS

As set out in the PIPP.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

In addition to this Change Request Form, the attached updated PIPP and contract documents form part of this Change Request.

The following documents contained in Attachments 1 to 6 form part of this Change Request (in addition to this Change Request Form):

1. the revised General Order Form (including the Service Level Agreement);
2. the revised Module 7 Order Form;
3. the Module 13A Order Form;
4. the revised Additional Conditions;
5. the Module 5 Order Form; and
6. the revised PIPP.

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

The Customer Contract is amended as set out in the documents set out in Attachments 1 to 6 to this Change Request.

AUTHORISATION

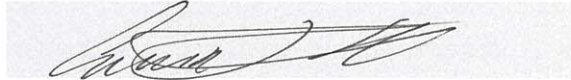
Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

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

Sydney Trains (ABN 38 284 779 682)

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



Signature of Customer Representative

GAVIN HICKS

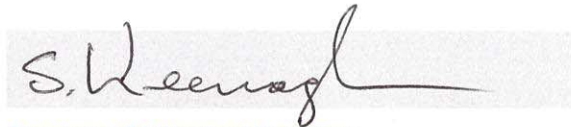
Print name

5 May 2017

Date

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

Ajilon Australia Pty Ltd (ABN 25 076 517 354)



Signature of Authorised Signatory

STEVE KEENAGHAN

Print name

3 / MAY / 2017

Date

Attachments:

1. Revised General Order Form;
2. Revised Module 7 Order Form;
3. Module 13A Order Form;
4. Revised Additional Conditions;
5. Module 5 Order Form; and
6. Revised PIPP.

Schedule 1: General Order Form

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:	Sydney Trains (ABN 38 284 779 682)

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:	Level 13, 477 Pitt Street, Sydney NSW 2000

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:	Mark Pigot

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:	Ajilon Australia Pty Ltd (ABN 25 076 517 354)

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 2, 68 Pitt Street, Sydney NSW 2000

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:	Steve Keenaghan

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)	Not applicable.
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 the Head Agreement:	Not applicable.
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	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
accordance with applicable legislation:	
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable.
Performance Guarantee (clause 17.1)	Not applicable.
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	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input checked="" type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 –Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>	Module 15 Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X 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"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input type="checkbox"/>	Schedule 9 – Performance Guarantee	<input checked="" type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input checked="" type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date the last party executes the Customer Contract and the General Order Form. (The Parties confirm that this Customer Contract was entered into on or around 15 October 2015, which remains the Commencement Date for the purposes of this Item 10.)
Specify the end of the Contract Period:	The Contract Period will commence on the Commencement Date and end on the date on which the Contractor has discharged all of its obligations under this Customer Contract.
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable.

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
As described in the PIPP set out in Annexure B to the Customer Contract, as updated or varied by the Parties from time to time (PIPP).	As specified in the PIPP.	As specified in the PIPP.	As specified in the PIPP.
	Sub-Total:		As specified in the PIPP.
	Delivery Charges:		As specified in the PIPP.
	Any Other Charges:		As specified in the PIPP.
	GST:		As specified in the PIPP.
This is the Contract Price (plus GST)	Total Amount:		As specified in the PIPP.

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	As specified in the PIPP.
Specify any delivery instructions:	As specified in the PIPP.
Specify the hours during which delivery may be made to the Site:	As specified in the PIPP.

Item 13 Contract Specifications

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 Contract Specifications consist of:</p> <ul style="list-style-type: none"> (a) the requirements set out in the PIPP; (b) the Deliverables set out in the PIPP; (c) any requirements for the Deliverables set out in the Additional Conditions specified in Annexure A to the Customer Contract (Additional Conditions); (d) any documents included and / or referenced in Schedule 2 – Agreement Documents; (e) any other requirement or specification agreed between the Parties in writing; and (f) any documents incorporated by reference, or referred to, in any of the documents detailed above.

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 (clause 11.7 and 11.9)	
Specify the Customer’s officer to receive invoices:	Faroon Reddy
Specify address to which invoices should be sent:	Level 13, 477 Pitt Street, Sydney NSW 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>	The default period of 30 days unless otherwise specified in the PIPP.
<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>	As specified in the PIPP.
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:</p>	As specified in the PIPP.

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))	
Specify the Price of any additional copies of the User Documentation:	Nil.

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 section 18 of the PIPP.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The additional functions of the management committee and the times at which the management committee must meet, are specified in section 18 of the PIPP.
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 section 18 of the PIPP.
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 section 18 of the PIPP.
Specify any other details:	As specified in section 18 of the PIPP.

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:	No service and performance review/s of the Contractor’s performance apply.
Specify any specific time intervals for service and performance reviews:	Not applicable.

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 if a Site Specification is required:	No. A Site Specification is not required.
Access to Customer’s Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	None.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any requirements for the preparation and maintenance of the Site:	None.

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 (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	No. An Implementation Planning Study is not required.
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 27/10/11” and Annexure 1 to the Customer Contract.	Yes. The PIPP is set out in Annexure B 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):	The Contractor is to undertake the Project in the Stages set out in the PIPP. For the avoidance of doubt, a ‘Stage’ is defined as a ‘Phase’ in the PIPP.

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will	Liquidated damages will apply.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
apply:	
Specify the Milestones which are LD Obligations:	As set out in the PIPP, the Milestone which is the LD Obligation <u>is</u> AAD for Release 3 is to be achieved .
Specify the Due Date for completion of each LD Obligation:	As set out in the PIPP, the due date for completion of that milestone is set out (or will be set out pursuant to a future Change Request) in the Project Schedule.
Specify the calculation and amount of LDs for each LD obligation:	As set out in the PIPP.
Specify the maximum number of days LDs are to be paid for each LD obligation:	As set out in the PIPP.

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: <ul style="list-style-type: none"> 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].	As specified in section 16 of the PIPP.
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractors rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	No.
Specify the times when each CSI is to be provided:	As specified in the PIPP.
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	As specified in the PIPP.
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> a) a process to manage satisfactory and unsatisfactory verification 	As specified in the PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
checks; b) a process to manage 'reissued' CSI's; c) a process to manage repeat CSI verification checks; d) a process to manage 'draft' or 'incomplete' and 'updated' CSI's; e) a process to manage rejected CSI's; f) a process to manage previously satisfactory CSI which becomes defective; g) a list of required verification check forms and/or registers and a corresponding data entry process; h) a list of Customer and Contractor nominee/s for responsibility to undertake verification checks:	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil.
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:	As specified in the PIPP.

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. Escrow arrangements are not required.
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 (clause 6.45)	
Specify if a Business Contingency Plan is required:	No. A Business Contingency Plan is not required.
Specify when the Business Contingency Plan is required:	Not applicable.
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Not applicable.
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer’s Site (clause 7.4)	
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.	The Contractor must comply with, and must ensure that each of the Contractor’s Personnel comply with: <ul style="list-style-type: none"> (a) the Customer’s confidentiality and system security policy and procedures and execute a deed of confidentiality in a form acceptable to the Customer; (b) the Customer’s Code of Conduct; (c) the Customer’s internet usage policy and procedures; (d) the Customer’s site access sign-in process specified by the Customer when accessing a Site; (e) the Customer’s site access sign-out process when leaving a Site; (f) with all other reasonable requirements specified by the Customer; and (g) any other policies specified in the PIPP.

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)	
Specify the Customer’s Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	As specified in the 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)	
Specify the identity and roles and responsibilities of any of the Contractor’s Specified Personnel:	Details of the Contractor’s Specified Personnel are specified in the PIPP.

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	The Contractor must obtain a statutory declaration for the Subcontractor where required by the Customer or otherwise where that statutory declaration is a condition of the Customer's approval of a subcontract under clause 8.14.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	The Contractor must maintain accreditation that it is compliant with the following standards: <ul style="list-style-type: none"> (a) Quality Management System Guideline 2006; (b) AS/NZS ISO 9001:2008 standard or an approved equivalent standard as applicable to the Deliverables; and (c) any other standards specified in the PIPP or any of the Customer's policies or procedures that the Contractor is required to comply with (see item 30).

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	<ul style="list-style-type: none"> (a) Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any jurisdiction other than Australia (including any industry codes of conduct) that are applicable to the Services and Deliverables or the Contractor. (b) Any other laws specified in writing by the Customer from time to time.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	The policies, standards and procedures listed at the following website: http://www.transport.nsw.gov.au/sydneytrains/commercial/contractors , and such other policies, standards and procedures as notified to the Contractor in writing from time to time.

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 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	None.
Specify any codes, policies, guidelines or standards the Customer is to comply with:	None.

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 1.4)	
<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. Specify this period: If no period is specified, the period is 2 Business Days:</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</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. Specify the Acceptance Test Data:</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</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 (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	<p>For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
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:	For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the: (a) TEMS; and (b) ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
Specify the methodology and process for conducting Acceptance Tests:	For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	As set out in the PIPP, including the Project Schedule.
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
Specify the Acceptance Test Data required:	For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
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:	For all Deliverables that are Documents, the process specified in clause 9 of the Additional Conditions applies. For all other Deliverables, Documents relevant for Acceptance Tests are set out, and referred to, in the PIPP.

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	None.

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 and 13.9)	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	The licence granted under clause 13.7 must be granted on terms which are the same as the terms of the additional licence rights specified in clause 27.2 of the Additional Conditions.
Specify any fees to be charged for any license to use any of Contractor’s Existing Materials:	Nil.
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	<p>Clause 13.10 applies to all New Material. The Contractor must only exercise its rights under clause 13.10(b):</p> <ul style="list-style-type: none"> (a) for the purpose of supplying the Deliverables to the Customer; and (b) to fulfil its obligations under the Customer Contract, unless otherwise agreed by the Customer in writing.

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
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:	Yes. The Contractor must arrange for its Subcontractors to execute Deed of Confidentiality substantially 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. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]</p>	The level of public liability insurance is \$50,000,000.00 in respect of each occurrence and in the annual aggregate.
<p>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:]</p>	\$20,000,000.00 for the total aggregate liability for all occurrences and in the annual aggregate.
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity	\$10,000,000 for the total aggregate liability for all claims.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000</p> <p>[Only specify is a higher limit that is required by the Customer Contract:]</p>	
<p>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:</p>	<p>(a) Workers compensation insurance</p> <p>Cover: Liability for death of or injury (including occupations disease) to all workers performing the Services and Deliverables as required by <i>Workers Compensation Act 1987</i> (NSW).</p> <p>Period required: Before commencing the Services and Deliverables until the Contract Period expires.</p> <p>(b) Motor vehicle insurance – third party property</p> <p>Cover: All motor vehicles, trailers and mobile plant (whether registered or unregistered) used in connection with the Project.</p> <p>Period required: Before commencing the Services until the Service Term expires and, after that, whenever Services are performed.</p>

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)	
<p>Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:</p>	<p>Yes. The Contractor must provide a Performance Guarantee from Adecco Holdings Pty Ltd (ABN 11 003 652 088).</p>
<p>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.</p>	<p>Within 10 Business Days after signing of Change Request 5.</p>

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)	
<p>Specify if the Contractor must provide a Financial Security:</p> <p>If so, specify the amount of the Financial Security:</p>	<p>Yes. The Contractor must provide a Financial Security to the value of 10% of the total Contract Value.</p> <p>If at any time during the Contract Period the amount of the Financial Security is less than 10% of the then current total Contract Value (for example, as a result of a Change Request) Sydney Trains may request, and Ajilon will provide, a new Financial Security, or additional Financial Security to account for any such shortfall.</p>
<p>Specify the date by which the Financial Security must be provided to the</p>	<p>Within 21 days after signing of the Letter of Intent for Change Request 5.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Customer:</p> <p>If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.</p>	

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>The Contract Value is the Contract Price.</p>
<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <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>The Services are Non-Recurring Services.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
(See definition of Non-Recurring Services and Recurring Services in Part 3)	
Specify the alternative cap of liability (clause 18.3):	<p>Clause 18.1 does not apply. The following alternative cap on liabilities will apply.</p> <p>Subject to any exceptions in part 2 of the Customer Contract or Additional Conditions, the Contractor's liability in contract (including under an indemnity), tort (including negligence), breach of statutory duty or otherwise in respect of any loss, damage or expense arising out of, or connection with, the Customer Contract will not exceed 2 times the Contract Price.</p>

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 specified in the PIPP.

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24.11)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$50,000.00
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Subject to clause 24.11(a), all disputes arising out of or in connection with the Customer Contract are to be determined by expert determination under clauses 24.7 to 24.8.

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 convenience under clause 25.3:	<p>The Customer will not have any liability to the Contractor for any termination under clause 25.3, other than the payment of the following:</p> <ul style="list-style-type: none"> (a) the direct costs incurred by the Contractor for demobilising its own employees; and (b) any costs payable to any subcontractor as a result of the termination. <p>Clause 36 of the Additional Conditions will apply to any costs that are recoverable under clause 25.4(b).</p>

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	Yes. The Additional Conditions are set out in Annexure 1 to the Customer Contract.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

By *[to be inserted by the Customer]* but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

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
All Requirements (as defined in the PIPP) referenced or set out in the PIPP from time to time.	
High Level Solution Design Deliverables Acceptance Notice	2015/04/30
Ajilon Clarification and Defects List_V4	7/04/2015
Ajilon Defect and Clarification Sheet 27-3-15 with responses	7/04/2015
High Level Solution Design (PART A - Overview) v4.1	7/04/2015
High Level Solution Design (PART B - Systems Architecture) v4.0	20/03/2015
High Level Solution Design (PART C - Systems Product Detail) v4.1	7/04/2015
Sydney Trains ROC Updated Capability and Gap Analysis v4.1	7/04/2015
Ajilon Clarification and Defects List v2.0	20/03/2015
Ajilon Project Plan v4.0	20/03/2015
Ajilon submission overview	20/03/2015
ROC RAID-DRICASB Log v3.0	20/03/2015
ROC SP4 Program of Work v1.0	20/03/2015
ROC System Integration Approach v4.0	20/03/2015
Sydney Trains ROC Implementation Strategy v4.0	20/03/2015
Sydney Trains ROC Non Functional Design v4.0	20/03/2015
Ajilon supplemental information v1	15/05/2015
Ajilon Response to Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	15/05/2015
Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	20140707

Schedule 3: Service Level Agreement

Not applicable

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:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending;
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered; and
 - (xi) accepted.
- 1.3** 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; and
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

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

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

AUTHORISATION

The Contractor must not commence work on the Change Request until 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 Sydney Trains (ABN 38 284 779 682)

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

Signature of Customer Representative

Print name

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

Signature of Authorised Signatory

Print name

Date

Schedule 5: Escrow Deed

Not applicable

Schedule 6 : Deed Poll – Approved Agents

Not applicable

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

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, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at

the

day of

20

Before me,

Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

Between **Sydney Trains (ABN 38 284 779 682) (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

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

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

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

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

Confidential Information means information that:

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

but excludes any information which the Subcontractor can establish was:

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

Contractor means [insert name of Contractor].

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

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

Intellectual Property Rights means all intellectual property rights including:

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

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

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

State means the State of New South Wales.

GENERAL

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

3. Non disclosure

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

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

- 3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

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

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

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

LEGAL PROCEEDINGS

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

7. Indemnity and release

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

8. No exclusion of law or equity

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

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

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

13. Notices

- 13.1** Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2** All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3** If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered by Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

By [to be inserted by the Customer] but not so as to incur personal liability

[Redacted signature area]

In the presence of: [insert name of witness]

[Redacted signature area]

[Redacted signature area]

Signature of Customer

[Redacted signature area]

Signature of Witness

[Redacted signature area]

Print name

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Date

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

[Redacted signature area]

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

[Redacted signature area]

Signature Director

[Redacted signature area]

Signature of Director/Secretary

[Redacted signature area]

Print name

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Date

Schedule 9: Performance Guarantee

Deed dated the day of 20

Between [*insert full legal name of the Customer*] (Customer)

Sydney Trains (ABN 38 284 779 682)

And [*insert full legal name and any ACN/ABN of the Guarantor*] (Guarantor)

Adecco Holdings Pty Ltd (ABN 11 003 652 088) of Level 16, 28 Freshwater Place, Southbank ,
Victoria 3006

Purpose Ajilon Australia Pty Ltd (ABN 25 076 517 354) (Contractor) has agreed to offer to supply Products and Services to the Customer under a contract dated on or about the date of this deed (**Customer Contact**).

DEFINITIONS

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

Insolvency Event means where the Contractor:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001* (Cth);
- (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001* (Cth);
- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001* (Cth);
- (e) has an administrator, liquidator or bankruptcy trustee appointed or any step preliminary to the appointment of an administrator, liquidator or bankruptcy trustee is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001* (Cth) or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its bankruptcy, winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

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

BY THIS DEED

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

1. If the Contractor (unless relieved from the performance of the Customer Contract by the Customer or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Customer Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Customer Contract.
2. Where the Guarantor consists of more than one legal person each of those persons agree to be bound jointly and severally by this Deed of Guarantee, and the Customer may enforce this Deed of Guarantee against all or any of the persons who constitute the Guarantor.
3. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Customer with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
4. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.

The obligations and liabilities of the Guarantor under this Deed of Guarantee will not exceed the obligations and liabilities of the Contractor under the Customer Contract.

5. Where the Contractor has failed to perform under the Customer Contract, the obligations of the Guarantor will continue even though the Contractor has been the subject of an Insolvency Event.
6. The rights and obligations under this Deed of Guarantee will continue until all obligations of the Contractor under the Customer Contract have been performed, observed and discharged.
7. A notice under this Deed of Guarantee must be a Notice in Writing.
8. The address for services of Notices in Writing under this Deed of Guarantee for a party is, in the case of the:

Guarantor

Physical address: Level 16, 28 Freshwater Place, Southbank , Victoria 3006

Postal address: Level 16, 28 Freshwater Place, Southbank , Victoria 3006

Fax number: Not Applicable

Contractor

Physical address Level 2, 68 Pitt Street, Sydney NSW 2000

Postal address Level 2, 68 Pitt Street, Sydney NSW 2000

Fax number: Not Applicable

Customer

Physical address Level 13, 477 Pitt Street, Sydney NSW 2000

Postal address Level 13, 477 Pitt Street, Sydney NSW 2000

Fax number: Not applicable

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

9. A Notice in Writing is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days;
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at 9.00 am the next Business Day).
10. The laws of the New South Wales govern the this Deed of Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

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

Signed, sealed and delivered by

Sydney Trains (ABN 38 284 779 682).

By *[insert name of Customer representative]*

[Redacted signature line]

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

[Redacted witness signature line]

[Redacted signature line]

Signature of Customer representative

[Redacted signature line]

Print Name

[Redacted print name line]

Date

[Redacted signature line]

Signature of Customer's Witness

[Redacted signature line]

Print Name

[Redacted print name line]

Date

Signed, sealed and delivered by

Adecco Holdings Pty Ltd (ABN 11 003 652 088) with registered office of Level 16, 28 Freshwater Place, Southbank , Victoria 3006

By *[insert name of Guarantor representative]*

[Redacted signature line]

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

[Redacted witness signature line]

[Redacted signature line]

Signature of Guarantor representative

[Redacted signature line]

Print Name

[Redacted print name line]

Date

[Redacted signature line]

Signature of Guarantor's Witness

[Redacted signature line]

Print Name

[Redacted print name line]

Date

Schedule 10: Financial Security

Deed dated the day of 20

By [insert name and ACN/ABN of the Guarantor] (Guarantor)

in favour of Sydney Trains ABN 38 284 779 682 (Customer)

DEFINITIONS

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

BY THIS DEED POLL:

1. Ajilon Australia Pty Ltd (ABN 25 076 517 354)(Contractor) has agreed to supply Deliverables to the Customer under a contract dated [insert] between the Customer and the Contractor (Customer Contract).
2. The Guarantor unconditionally agrees to pay to the Customer on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Customer to a maximum aggregate sum of \$ [insert dollar amount].
3. The Guarantor's liability under this Financial Security will be a continuing liability until the sooner of:
 - (a) payment is made up to the maximum aggregate sum;
 - (b) the Customer notifies the Guarantor that this Financial Security is no longer required;
 - (c) [insert date]; [Note: This date should be the date that is one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Contract]
 - (d) the date the Customer and Contractor agree in writing to release the Guarantor.
4. No provision of this Financial Security may be waived, amended, supplemented or otherwise modified except by written instrument signed by the Guarantor and the Customer.
5. Guarantor acknowledges and agrees that this Deed Poll may be relied upon and enforced by the Customer in accordance with its terms even though the Customer is not a party to it.
6. The laws of New South Wales govern this Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
7. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy by facsimile to the address last advised by one of them to the other. Where the notice is given or served by facsimile, the sending party must confirm receipt by any other means.

8. The address for services of notice for a party is, in the case of the:

Guarantor

Physical address

Postal address

Phone number

Fax number

Contractor

Postal address

Phone number

Fax number

Customer

Postal address

Phone number

Fax number

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

9. A notice or other communication under this Financial Security is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after 3 Business Days;
- (c) sent by post from or to an address outside Australia, after 10 Business Days; or
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours).

EXECUTED BY THE GUARANTOR AS A DEED POLL ON THE DATE STATED BELOW

Signed, sealed and delivered by *[insert name of Guarantor]*

By *[insert name of Guarantor representative]*

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

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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

- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 4.1:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1** The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- 5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

6. Confidentiality

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

- (a) the Parties have otherwise agreed in writing;
- (b) the information is already in the public domain;
- (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
- (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
- (e) disclosure is otherwise required by law.

Schedule 12: Project Implementation and Payment Plan

Refer to Annexure 2 of the Customer Contract.

Annexure 1: Additional Conditions

[insert]

Annexure 2: PIPP

[insert]

PART C MODULE DETAILS

ORDER FORM DETAILS **MODULE 13A** MAJOR PROJECT SYSTEMS INTEGRATION AND DEVELOPMENT SERVICES

No	Details to be included from Module 13A – Major Project Systems Integration and Development Services	Minimum conditions required by the Contract Authority
C13.1	<p>Major Project Systems Integration Services (clause 2)</p> <p>Specify the Major Project Systems Integration Services to be provided by the Contractor to the Customer</p>	<p>The Parties acknowledge and agree that before preparing and entering into this Module 13A, they have specified all Services to be provided by the Contractor in the PIPP. Accordingly, the Major Project Systems Integration Service are all Services to be provided by the Contractor as set out in the PIPP. Those Services include working in accordance with the Project Communication Plan for each Release referred to in the PIPP.</p> <p>The parties agree that certain Services are expressly excluded from the Services to be provided by the Contractor as set out in the PIPP. Services expressly excluded include the following (which are not in scope for the Systems Integration Services):</p> <p style="padding-left: 40px;">Data Migration is not in scope for the Systems Integration Services and the Contractor is not required to prepare a Data Migration Plan under clause 4.1(a) or clause 14 of Module 13A. For clarity: (i) this does not affect the Contractor’s obligation to produce the Data Management Plan Deliverable as described in the PIPP; and (ii) the Data Management Plan is not a Data Migration Plan.</p>
C13.2	<p>Period of Major Projects Systems Integration Services (clause 2)</p> <p>Specify the commencement date and completion dates for the provision by the Contractor of the Major Projects Systems Integration Services</p>	<p>The commencement date is set out in Item 10 of the General Order Form. The Contractor must continue to provide the Systems Integration Services for the duration of the Contract Period.</p>
C13.3	<p>Delivery and Installation (clause 1.3 – definition of Customer Sites and clause 9)</p> <p>Specify the Customer Sites (i.e. location(s) at which the System is to be physically installed)</p>	<p>The Contractor shall integrate the Applications in the Customer Environment at the Customer Sites referred to in the PIPP.</p>
C13.5	<p>System requirements (clause 1.3 – definition of “Initial Project Documents”)</p> <p>Annex the system requirements</p>	<p>The “Initial Project Documents” (referred to in Module 13A) means the “Initial Requirements” as defined in the PIPP. The “Further Project Documents” (referred to in Module 13A) are defined in the Additional Conditions. References to particular Further Project Documents in Module 13A (such as references to the “Required Configuration”, “Hardware Sizing”, and “Detailed Interface Specifications”) mean the relevant corresponding documents referred to in the PIPP, or as delivered by the Contractor as a Deliverable under the Customer Contract.</p>
C13.6	<p>Interface Requirements (clause 1.3 – definition of “Interface Requirements” and clause 8)</p> <p>Annex the Customer’s interface requirements</p>	<p>The Interface requirements for Release 1 and Release 2 are detailed in the PIPP</p>
C13.7	<p>Implementation requirements (clause 1.3 – definition of “Initial Project Documents”)</p> <p>Annex the implementation requirements</p>	<p>All implementation requirements are detailed in the PIPP.</p>
C13.8	<p>Training requirements</p>	<p>Not applicable. There are no training requirements.</p>

No	Details to be included from Module 13A – Major Project Systems Integration and Development Services	Minimum conditions required by the Contract Authority
	<p>(clause 1.3 – definition of “Initial Project Documents”)</p> <p>Annex the training requirements</p>	
C13.9	<p>Resourcing Plan (clause 1.3 – definition of “Initial Project Documents”)</p> <p>Annex the Resourcing Plan</p>	<p>There is no Resourcing Plan. Instead, the Specified Personnel are as set out in the PIPP.</p>
C13.10	<p>Additional Acceptance Testing Requirements (clause 1.3 – definition of “Acceptance Testing Requirements”)</p> <p>If applicable, specify any additional Acceptance Testing Requirements to those contained in the Customer’s Standard Order Requirements Folder</p>	<p>There are no Additional Acceptance Testing Requirements. All Acceptance Testing Requirements are set out in Item 32 of the General Order Form, the Additional Conditions and the PIPP.</p>
C13.11	<p>Additional Data Migration Requirements (clause 1.3 – definition of “Data Migration Requirements”)</p> <p>If applicable, specify any additional Data Migration Requirements to those contained in the Customer’s Standard Order Requirements Folder</p>	<p>Not applicable.</p>
C13.12	<p>Additional Customer Environment specifications (clause 1.3 – definition of “Customer Environment”)</p> <p>If applicable, set out any additional Customer Environment specifications to those contained in the Customer’s Standard Order Requirements Folder</p>	<p>There are no Additional Customer Environment specifications. All Customer Environment specifications are detailed in the PIPP</p>
C13.13	<p>Additional Input Assumptions Performance Requirements (clause 1.3 – definition of “Input Assumptions and Performance Requirements Document”)</p> <p>If applicable, set out any additional Input Assumptions and Performance Requirements to those contained in the Customer’s Standard Order Requirements Folder</p>	<p>There are no additional Input Assumptions or Performance Requirements. All input assumptions and Performance Requirements are detailed in the PIPP.</p>
C13.14	<p>Additional Stability Requirements (clause 16 and clause 1.3 – definition of “Stability Requirements”)</p> <p>If applicable, set out any additional Stability Requirements to those contained in the Customer’s Standard Order Requirements Folder</p>	<p>There are no additional Stability Requirements. As set out in the Additional Conditions, the concept of 45 days Clear Running as set out in the PIPP applies.</p>

No	Details to be included from Module 13A – Major Project Systems Integration and Development Services	Minimum conditions required by the Contract Authority
C13.15	<p>State Baseline Build Design (clause 3A)</p> <p>Specify whether:</p> <p>(a) an existing state baseline build design applies to this Order;</p> <p>(b) a new State Baseline Build Design is to be developed by the Contractor for the Customer as part of the Major Project Systems Integration Services provided under this Order; or</p> <p>(c) no State Baseline Build Design applies to this Order.</p>	Not used.
C13.16	<p>Quality Plan (clause 4.1)</p> <p>Annex a quality plan setting out the quality assurance requirements that the Contractor will meet in performing the Major Project Systems Integration Services</p>	Not applicable. All quality plan requirements are as set out in the Customer Contract, including the PIPP.
C13.17	<p>Awards requirements (clause 4.1)</p> <p>Annex a final version of the Awards requirements (based on the draft list contained in the Customer's Standard Order Requirements Folder)</p>	Not used in Module 13A.
C13.18	<p>Draft Project Implementation and Payment Plan (clause 1.2 – definition of “Initial Project Documents” and clause 5)</p> <p>Annex the draft Project Implementation and Payment Plan</p>	Not used. (As confirmed in the Additional Conditions, clause 5 of Module 13A is deleted.)
C13.19	<p>Hardware Sizing (clause 6)</p> <p>Specify whether the Contractor is responsible for providing hardware sizing in accordance with the requirements of clause 6 of Module 13</p>	<p>The Contractor is required to provide hardware sizing to the extent required under the PIPP. In summary, the hardware sizing work includes the following:</p> <p>The validity of the hardware sizing specification provided by each Key Contractor will be verified by the Contractor in the following way.</p> <p>The Key Contractors' solutions include the deployment of new production hardware and new business critical software, all of which must operate in production in accordance with the agreed non-functional requirements (the “Requirements”). Performance testing by the Contractor will help minimise the performance risk to production operations. The relevant Performance Testing Detailed Test Plan describes the recommended testing approach to achieve this. All performance testing will be risk based, focusing on the higher risk areas while maintaining a degree of overall test coverage. The performance testing will assist with assessing release readiness by enabling the Contractor to predict or estimate the indicative performance characteristics of an application in production and evaluate whether or not to address performance concerns based on those predictions.</p>

No	Details to be included from Module 13A – Major Project Systems Integration and Development Services	Minimum conditions required by the Contract Authority
		<p>Performance testing involves the following major steps:</p> <ol style="list-style-type: none"> 1. <u>Planning</u>: This is where all the testing plans, high level scenarios and the required testing tools are determined from the DTBRS and the SAD, and discussions with stakeholders which are used as input in order to produce the PTDTP. 2. <u>Preparation</u>: This is where all of the setup and implementation tasks are performed. Environments and tools are deployed, test scripts are proved to be working and test user accounts are available as specified in the Performance Testing Detailed Test Plan. Test cases and test scenarios will be defined based on the non-functional requirements, TIBCO specification, and discussions with stakeholders etc. 3. <u>Execution</u>: Test scenarios are executed as defined in the Performance Testing Detailed Test Plan. Response times, application logs and infrastructure monitoring are analysed to determine if the non-functional requirements have been met, and that the system behaviour is consistent and healthy. 4. <u>Reporting</u>: High risk business processes (as confirmed by the Transformation & Change team) will be validated first. Once all the above steps have been completed and the performances non-functional requirements have been tested, the final indicative results will be reported in the Test Summary Report (TSR) for approval by the Customer prior to deployment in the Production Environment.
C13.20	<p>Development Services (clause 7)</p> <p>Specify the Development Services to be provided by the Contractor to the Customer (if any)</p>	<p>For the purposes of clause 7 of Module 13A, the Contractor shall configure the TIBCO middleware to enable integration of the System into the Customer Environment, as described in PIPP (Development Services).</p>
C13.21	<p>Period of Development Services (clause 2 and clause 7)</p> <p>Specify the period during which the Development Services are to be provided, including any period or periods of extension and the amount of notice required to be given by the Customer to the Contractor to extend the period during which the Development Services are provided (if applicable)</p>	<p>The Development Services must be provided until the Contractor has completed the provision of the Development Services described in the PIPP.</p>
C13.22	<p>Development Services - Software Solution (clause 1.2 – definition of “Software Solution” and clause 7)</p> <p>Specify details of the Software Solution to be created by the Contractor for the Customer as part of the Development Services (if any)</p>	<p>The term “Software Solution” is not used in Module 13A. For the purposes of clause 7 of Module 13A, the Contractor shall configure the TIBCO middleware to enable integration of the System into the Customer Environment, as described in PIPP .</p>
C13.23	<p>Development Services - Licence (clause 7)</p> <p>Specify the terms of the licence (if any) granted by the Contractor to the Customer to use the software tools, object libraries and other devices and methodologies required for the purposes of maintaining and enhancing the</p>	<p>As set out in Item 34 of the General Order Form.</p>

No	Details to be included from Module 13A – Major Project Systems Integration and Development Services	Minimum conditions required by the Contract Authority
	Software Solution	
C13.24	<p>Certification of Customer Interfaces (clause 8.2)</p> <p>Specify whether the Contractor must obtain certification prior to interfacing of the System with any other system</p>	<p>The Contractor will work together with the other Key Contractors as contemplated under the PIPP. However, “certification” from an IT Service Provider (for the purposes of clause 8.2 of Module 13A) is not required.</p>
C13.25	<p>Data Cleansing (clause 14.2)</p> <p>Specify if the Contractor is to perform data cleansing</p>	<p>The Contractor is not required to perform data cleansing under this Module 13A.</p>
C13.26	<p>Customer’s Data for Migration (clause 14.3)</p> <p>Specify if the Contractor is to provide data migration and conversion</p>	<p>The Contractor is not required to perform data migration under this Module 13A.</p>
C13.27	<p>Additional Documentation Requirements (clause 17)</p> <p>Specify any additional Documentation requirements.</p> <p>Documentation includes any documentation that the Customer’s Standard Order Requirements Folder or this Order describes as being the responsibility of the Contractor to provide.</p>	<p>There are no additional Documentation requirements for the purposes of clause 17 of Module 13A. All requirements in relation to Documentation are as set out in the Customer Contract, including the PIPP.</p>
C13.28	<p>Third Party Supply Agreements (clause 18)</p> <p>Specify the Third Party Supply Agreements that will be managed by the Contractor in accordance with clause 18 of Module 13A, the date on which the Contractor will assume operational responsibility, and the end date for management of such agreements</p>	<p>The Third Party Supply Agreements are as defined in the Additional Conditions, and <u>include means</u> the Key Contractors (other than the Contractor) referred to in the PIPP. The Contractor will manage the Third Party Supply Agreements in accordance with clause 18 of Module 13A (as amended by the Additional Conditions) and the Customer Contract, including the PIPP.</p> <p>The end date for the management of each Third Party Supply Agreement will be the end of the Contractor’s Customer Contract.</p>
C13.29	<p>Licensed Software (clause 22)</p> <p>Specify whether any software incorporated into the System is a Customer Supplied Item licensed to the Customer by a third party under a separate agreement.</p>	<p>The Customer will provide the Contractor with access to the Customer’s Environment to enable the Contractor to access, use and configure the TIBCO middleware interfaces, as set out in the PIPP.</p>
C13.30	<p>Methodology (clause 25.2)</p> <p>Specify any other requirements for the Contractor’s methodology for the performance of the Major Project Systems Integration Services</p>	<p>There are no other requirements for the Contractor’s methodology for the purposes of clause 25.2 of Module 13A. The Contractor’s methodology for the performance of the Major Project Systems Integration Services is as referred to in the PIPP.</p>

No	Details to be included from Module 13A – Major Project Systems Integration and Development Services	Minimum conditions required by the Contract Authority
C13.31	<p>Deemed Consent to Subcontracts (clause 27.2)</p> <p>Specify whether the Customer will be deemed to have consented to any subcontract which involves work of a value which is less than \$1,000,000 per annum</p>	<p>The concept of deemed consent to subcontractors does not appear in Module 13A. Therefore, this Item does not apply. All requirements in relation to subcontracts are as set out in the Customer Contract.</p>
C13.32	<p>Privacy (clause 30)</p> <p>Specify any other applicable privacy requirements</p>	<p>There are no other applicable privacy requirements for the purposes of this Item.</p>
C13.33	<p>Payment Milestones (clause 32.2)</p> <p>Annex the Project Implementation and Payment Plan.</p> <p>Specify the percentage that the Customer may withhold for the Contractor not meeting a Payment Milestone up to the maximum amount specified by the Customer in this Order</p>	<p>The Payment Milestones are as set out in Section 17 of the PIPP.</p>
C13.34	<p>Charges under a Contract Variation (clause 32)</p> <p>Specify the applicable time and materials rates</p>	<p>The applicable time and materials rates are as set out in Section 17 of the PIPP.</p>
C13.35	<p>Development of detailed Transition-out Plan (clause 36.3)</p> <p>Annex the draft Transition-out Plan</p>	<p>Clause 36 of Module 13A is not applicable. Transition Out Services will be provided by the Contractor in accordance with clause 37 of the Additional Conditions.</p>
C13.36	<p>Payment for Transition-out Disengagement Services (clause 36.4)</p> <p>Specify the applicable Transition-out Services rates</p>	<p>Clause 36 of Module 13A is not applicable. Transition Out Services will be provided by the Contractor in accordance with clause 37 of the Additional Conditions.</p>
C13.37	<p>Contract Price</p> <p>Specify prices for Major Project Systems Integration Services and Development Services</p>	<p>Prices for Major Project Systems Integration Services are as set out in section 17 of the PIPP.</p>
C13.38	<p>Additional Conditions (clause 1.1 of the Dictionary – definition of “Additional Conditions”)</p> <p>Specify any additional terms and conditions applying to the provision of the Major Project Systems Integration Services or the Development Services</p>	<p>The Additional Conditions applicable to this Customer Contract are set out in Annexure 2 of the Customer Contract.</p>

ANNEXURE D TO THE GENERAL ORDER FORM ADDITIONAL CONDITIONS

PART A: SPECIFIC VARIATIONS TO PROCUREIT

1. Specific Variations to Part 2 of ProcureIT: Customer Contract

1.1 On and from the Commencement Date, Part 2 of ProcureIT Version 3.1 'Customer Contract' is varied as follows:

(a) clause 2.4 is deleted and replaced with the following:

'2.4 *The Customer Contract commences on the Commencement Date and will expire at the end of the Contract Period stated in Item 10 of the General Order Form.'*;

(b) clause 6.17 is deleted and replaced with the following:

'6.17 *The Parties must perform their obligations at the times and in the manner stated in the PIPP as stated in Item 20 of the General Order Form.'*;

(c) clause 6.34(d) is deleted and replaced with the following:

'and if the Contractor has not remedied that Substantial Breach (by completing the LD Obligation) by the end of such period, the Customer may give the Contractor a Termination Notice for the Customer Contract.';

(d) clause 10.4 is deleted and replaced with the following:

'10.4 *To the extent that:*

(a) Acceptance Test Data is required for the Contractor to complete the Acceptance Tests; and

(b) the provision of that Acceptance Test Data is specified as the Customer's responsibility in the Order Documents or the documents setting out the Acceptance Tests,

the Customer must provide that Acceptance Test Data to the Contractor:

(c) at the times specified in the Order Documents or the documents that set out the Acceptance Tests; or

(d) if no times are specified in those documents, at least 14 Business Days prior to the date on which the Acceptance Test Period for the applicable Acceptance Tests commences.';

(e) clause 10.11(b) is deleted and replaced with 'not used.';

(f) in clause 10.13(a) the following is inserted before '':

' and does not remedy that failure within 14 days after receiving a notice from the Contractor specifying:

- (i) *the failure and the Deliverables to which it relates; and*
- (ii) *that the Deliverable will be deemed to be accepted if that failure is not remedied';*
- (g) clause 10.13(e) is deleted and replaced with '*not used.*';
- (h) in clause 13.4 the words 'On the AAD of a' are deleted and replaced with '*For each*';
- (i) a new clause 13.5A is inserted as follows:

'13.5A *The Contractor also grants the additional rights for New Material specified in the Additional Conditions.'*
- (j) in clause 13.6 the words 'On the AAD of a' are deleted and replaced with '*For each*';
- (k) in clause 13.7 the words 'On the AAD of a' are deleted and replaced with '*For each*';
- (l) a new clause 13.8A is inserted as follows:

'13.8A *The licences granted under clauses 13.6(c), 13.6(d), 13.7 and 13.8 are perpetual and irrevocable.'*
- (m) in clause 13.10 the word 'AAD' is deleted and replaced with '*creation*';
- (n) clause 13.13 is deleted and replaced with '*Not used*';
- (o) in clause 18.4, the words 'Notwithstanding any other clause in the Customer Contract,' are deleted and replaced with '*Subject to the exceptions set out in clause 18.5 and any other exceptions set out in the Additional Conditions,*';
- (p) clause 19.5(a) is deleted and replaced with '*not used*';
- (q) in clause 19.8, the references to clause '18.4,' are deleted;
- (r) in clause 25.2 the preamble is deleted and replaced with the following:

'25.2 *The Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables if:'*
- (s) in clause 25.3 the first sentence is deleted and replaced with the following:

'The Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables for convenience at any time.'
- (t) the following words are inserted at the beginning of clause 25.4(a), '*if the Order Documents do not state an amount that is payable on termination,*';
- (u) in clause 25.4(a) the words '*; and*' are deleted and replaced with '*; or*';
- (v) clause 25.5 is deleted and replaced with the following:

- '25.5 *Once the Customer has paid the amounts in clause 25.4 in relation to a Termination Notice, no further compensation is payable for that Termination Notice under clause 25.3.'*;
- (w) in clause 25.6 the preamble is deleted and replaced with the following:
- '25.6 *The Contractor may give the Customer a Termination Notice for the Customer Contract in its entirety if the Customer has.'*;
- (x) a new clause 25.6A is inserted under the heading 'Consequences of Termination' as follows:
- '25.6A *If a Termination Notice is given for the Customer Contract in its entirety or to the extent that it relates to one or more Deliverables, the termination will be effective on, and the component of the Customer Contract the subject of the Termination Notice will terminate on, the date on which the Transition Out Period ends.'*; and
- (y) in clause 26.15 the reference to clause '13.8' is deleted and replaced with '13.8A'.

2. Specific Variations to Part 3 of ProcureIT: Dictionary

2.1 On and from the Commencement Date, Part 3 of ProcureIT Version 3.1 'Dictionary' is varied as follows:

- (a) a new clause 1.10A is inserted as follows:
- '1.10A **Application** means each of the following:
- (a) *DTTS;*
- (a) *IMS; and*
- (b) *CIMS,*
- as the context requires.';
- (b) a new clause 1.18A is inserted as follows:
- '1.18A **CIMS** means the customer information management system described in the PIPP.';
- (c) a new clause 1.34A is inserted as follows:
- '1.34A **Go Live** has the meaning given to that term in the PIPP.';
- (d) a new clause 1.39A is inserted as follows:
- '1.39A **DTTS** means the day of operations timetable system as described in the PIPP.';
- (e) a new clause 1.57A is inserted as follows:
- '1.57A **IMS** means the incident management system described in the PIPP.'
- (f) a new clause 1.57B is inserted as follows:

'1.57B Incident has the meaning given to that term in the Service Level Agreement set out in Annexure C to the General Order Form.';

(g) clause 1.73 is deleted and replaced with the following:

'1.73 Non-Recurring Services means the Services described in the PIPP.';

(h) a new clause 1.90A is inserted as follows:

'1.90A Release 1 has the meaning given to it in the PIPP.'

(i) a new clause 1.90B is inserted as follows:

'1.90B Release 2 has the meaning given to it in the PIPP.'

(j) a new clause 1.90C is inserted as follows:

'1.90B Release 3 has the meaning given to it in the PIPP.'

(k) clause 1.101 is deleted and replaced with the following:

'1.101 Stage means a stage or phase described in the PIPP.';

(l) a new clause 1.106A is inserted as follows:

'1.106A System means the system consisting of DTTS, IMS and CIMS as described in the PIPP and includes all Developed Software and all Updates and New Releases of those items';

(m) a new clause 1.110A is inserted as follows:

'1.110A Termination Notice means a Notice in Writing given accordance with the Customer Contract or pursuant to a common law right terminating the Customer Contract in its entirety or to the extent it relates to one or more Deliverables.';

(n) a new clause 1.110D is inserted as follows:

'1.110D Transition Out Period has the meaning given to that term in Part B of the Additional Conditions set out in Annexure D to the General Order Form.';

(o) clause 1.113 is deleted and replaced with the following:

'1.113 Warranty Period means:

(a) for Deliverables relating to Release 1, the period commencing on the AAD for that Deliverable and ending on the date which is 12 months after Go Live for Release 2 occurs;

(b) for Deliverables relating to Release 2, the period commencing on the AAD for that Deliverable and ending on the date which is 12 months after Go Live for Release 2 occurs;

(c) for Deliverables relating to Release 3, the period commencing on the AAD for that Deliverable and ending on the date which is:

(i) 12 months after the end of all Detailed Design for Release 3;
or

- (ii) *on confirmation of the Contractor's engagement for Release 3 implementation and integration, 12 months after Go Live for Release 3 occurs,*

whichever is later; and

- (d) *for all other Deliverables, the period commencing on the AAD for that Deliverable and ending on the date which is 12 months after that date.'; and*

- (p) in clause 1.114 the word 'Defect' is deleted and replaced with '*Incident*'.

3. Specific Variations to Module 7 – Professional Services

- 3.1 On and from the Commencement Date, Module 7 of ProcureIT Version 3.1 'Professional Services' is varied as follows:

- (a) clause 4 is deleted and replaced with '*Not used*';
- (b) in clause 6.1(a) the words 'in all material respects during the Warranty Period' are deleted;
- (c) in clause 6.1(b) the word 'may' is deleted and replaced with '*must*';
- (d) clause 6.2(c), 6.2(e) and 6.2(g) are deleted and replace with 'Not used' and clauses 6.2(d) and to 6.2(f) are renumbered 6.2(a) and to 6.2(b) respectively; in clause 6.2(d) the word 'or' is inserted at the end of that clause;
- (e) in clause 6.4:
 - (i) the words 'from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that' are deleted; and
 - (ii) the words 'in all material respects' in the last line are deleted.
- (f) clause 7.1(f) is deleted and replaced with the following:
 - '(f) *any Virus, denial of service attack or other malicious act that adversely affects all or part of the Deliverables, except to the extent that the Virus, denial of service attack or other malicious act:*
 - (i) *was introduced or carried out by the Contractor or any of its Personnel;*
 - (ii) *was introduced or occurred as a result of the Contractor's or any of its Personnel's negligence; or*
 - (iii) *was introduced or occurred as a result of the Contractor breaching any of its obligations under the Customer Contract;'*

4. Specific Variations to Module 13A – Major Project Systems Integration Services

4.1 On and from the Commencement Date, Module 13A of ProcureIT Version 3.1 'Major Project Systems Integration Services' is varied as follows:

- (a) all references to 'this Module 13' are deleted and replaced with '*this Module 13A*';
- (b) all references to 'the Contract' are deleted and replaced with '*the Customer Contract*';
- (c) all references to 'the Order' are deleted and replaced with '*the Order Documents*';
- (d) in the definition of 'Customer's Data' in clause 1.3, paragraph (b) is deleted and replaced with '*not used*';
- (e) the definition of "Stability Requirements" in clause 1.3 is amended by deleting the words "6 months" and replacing them with the words "45 days", and is intended to be the same as 45 days Clear Running as set out in the PIPP;
- (f) the definition of 'Third Party Suppliers' in clause 1.3 is deleted and replaced with the following:

'Third Party Suppliers' means the counterparties to any of the Third Party Supply Agreements.;

- (g) the definition of 'Third Party Supply Agreements' is deleted and replaced with the following:

'Third Party Supply Agreements' means the agreements between the Customer and a Key Contractor (other than the Contractor).

- (h) in clause 1.3, the definitions of 'System', 'Transition-out Charges', 'Transition-out Period' and 'Transition-out Services' are deleted;
- (i) clause 1.5 is deleted in its entirety;
- (j) the process for the Contractor to prepare and deliver the "Further Project Documents" (as contemplated in clause 4.1 of Module 13A) is set out in the Customer Contract, including the PIPP, and to the extent that clause 4.1 of Module 13A is inconsistent, the process in the Customer Contract, including the PIPP, applies;
- (k) The "Further Project Documents" (referred to in clause 4.1 of Module 13A) means the "Updated Requirements" as defined in the PIPP, and includes any Further Project Documents prepared by the Contractor under clause 4.1 of Module 13A to the extent consistent with clause 4.1(j) of these Additional Conditions;
- (l) clause 5 is deleted and replaced with '*Not used.*';
- (m) delete clauses 6.2(a)(iv) and (v) and replace them with the following:

'(iv) require the Contractor to make any necessary modifications to that hardware (which may include the procurement of additional hardware ("Additional Hardware")), and the Contractor must:

(A) pay 90% of the costs associated with such modifications and any addition work (such as additional testing) that is required as a result of such modifications (including where applicable the costs of procuring

the Additional Hardware) to the extent those modifications are necessary due to the Contractor failing to perform its obligations under the Customer Contract; and

(B) carry out any necessary work or modifications it believes necessary or that are requested by Customer, to the extent the work or modifications are necessary due to the Contractor failing to perform its obligations under the Customer Contract, to ensure that the Additional Hardware is suitable to enable the System to meet the Project Documents, Acceptance Criteria and the warranties provided by the Contractor; or

(v) terminate the Contract (which will be without prejudice to any rights the Customer may have).’;

- (n) in clause 6.3, the words ‘or as a result of a Customer Change Request’ are added to the end of the clause;
- (o) in clause 8.1(b)(i) the words ‘the Contractor agrees to vary the Interface Requirements accordingly pursuant to a Contract Variation’ are deleted and replaced with ‘*the Contractor must submit a Change Request to vary the Interface Requirements accordingly*’;
- (p) in clauses 8.1(b)(ii) and 8.1(b)(iii) the words ‘and that addition will not be considered a Contract Variation’ are deleted and replaced with ‘*and the Contractor is not entitled to submit a Change Request relating to that change*’;
- (q) in clause 9.1(a), the words ‘by a third party’ are deleted and replaced with ‘*from a third party*’;
- (r) delete clause 16 and replace it with the following:

‘Achievement of AAD

16.1 *For the purposes of this clause 16, the terms:*

- (a) **“AAD”**;
- (b) **“Clear Running”**;
- (c) **“Severity 1 or Severity 2 Defect”**; and
- (d) **“System”**,

have the meanings given to them in the PIPP.

16.2 *If a Severity 1 or Severity 2 Defect in the System arises before AAD is achieved (excluding any such Defect solely caused by one or more Applications of another Key Contractor), the Contractor will have an opportunity to remedy that Defect as follows:*

- (a) *the Contractor must remedy that Defect within 2 Business Days after the Defect arises; and*

- (b) *if the Contractor complies with clause 16.2(a), a new period for Clear Running will restart at day 1 on the day after that Defect is rectified (First Restarted Period).*
- 16.3 *If a Severity 1 or Severity 2 Defect in the System arises before AAD is achieved (excluding any such Defect solely caused by one or more Applications of another Key Contractor), the Contractor will have one further opportunity to remedy that Defect as follows:*
- (a) *the Contractor must remedy that Defect within 2 Business Days after the Defect arises; and*
- (b) *if the Contractor complies with clause 16.3(a), a new period for Clear Running will restart at day 1 on the day after that Defect is rectified (Second Restarted Period).*
- 16.4 *If the System does not achieve AAD by the end of the Second Restarted Period (other than where that failure is caused solely by one or more Applications of another Key Contractor):*
- (a) *that failure will be a failure to achieve AAD; and*
- (b) *the Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables (including Services) which formed part of or contributed to the System being tested for AAD.*
- 16.5 *If the Customer gives the Contractor a Termination Notice under clause 16.4(b), the Contractor must refund all amounts paid for the Deliverables the subject of the Termination Notice ~~(which must be linked to the failure to achieve AAD)~~ within 10 Business Days after the date on which the Termination Notice is given.*

No fault of Contractor to achieve AAD

- 16.6 *If a Severity 1 or Severity 2 Defect in the System arises during any period of Clear Running, and that Defect is caused solely by an Application of another Key Contractor (and not by any Services or Deliverables of the Contractor), then the Contractor will work with the Customer and other Key Contractors towards rectification of that Defect by the responsible other Key Contractor.*
- 16.7 *The Customer agrees that if the System does not achieve AAD solely because one or more Applications of another Key Contractor causes the relevant Severity 1 or Severity 2 Defect(s) during Clear Running:*
- (a) *the Contractor will not be in breach of this Customer Contract; and*
- (b) *the Customer will not have a right to terminate this Customer Contract,*

due to that failure to achieve AAD.'

- (s) In clause 18, the extent of the Contractor's obligation to manage Third Party Supply Agreements is to manage the delivery and performance of the relevant Third Party Supplier's provision of services and deliverables under those Third Party Supply Agreements, and does not extend to managing the commercial relationship between the Customer and those Third Party Suppliers (for example, in relation to the payment or non-payment of fees to those Third Party Suppliers). The Contractor must use all reasonable endeavours to resolve itself any issue that arises in relation to a Third Party Contractor before referring the issue to the escalation process in section 10 of the ROC DTTS Detailed Design – Technology Vendor Project Communication Plan (**Escalation Process**). If the Contractor cannot resolve the issue with the Third Party Contractor itself, provided the Contractor escalates any issue with a Third Party Supplier to the Customer in accordance with the Escalation Process, and provided the Contractor continues to meet its obligations under the Escalation Process, the Contractor will be deemed to have complied with its obligation to manage the delivery and performance of the Third Party Supply Agreements in relation to that escalated issue;
- (t) in clause 18.1(a) the words ' , from the Commencement Date until the date that the Customer no longer requires the products and services provided pursuant to the relevant Third Party Supply Agreement' are deleted;
- (u) in clause 18.1(b)(i)(C) the word '*and*' is deleted;
- (v) new clauses 18.1(b)(i)(E) and 18.1(b)(i)(F) is inserted as follows:
- (E) *checking and verifying the services and other deliverables supplied by the Third Party Suppliers are supplied as required under the relevant Third Party Supply Agreements; and*
- (F) *ensuring that all services and other deliverables supplied by the Third Party Suppliers are supplied efficiently and in accordance with the applicable Third Party Supply Agreements.'*;
- (w) clause 18.1(b)(iv)(C) is renumbered clause 18.1(b)(iv)(B)(3);
- (x) clause 18.1(b)(v) is deleted and replaced with the following:
- (v) *the Contractor must:*
- (1) *act in accordance with its contractual obligations under the Customer Contract and with regard to the best interests of the Customer, and not in the interests of a Third Party Supplier in relation to the Third Party Supply Agreements;*
- (2) *comply with, and not do (or omit to do) anything which causes the Customer to breach any of, the Third Party Supply Agreements; and*
- (3) *not purport to vary or terminate any of the Third Party Supply Agreements; and'*
- (y) in clause 18.1(b)(vi):
- (i) the comma after the word '*and*' in the first line are deleted; and
- (ii) the words '*,or the Contractor acting outside of the scope of its agency in clause 18.2,'* are inserted after the second reference to '*clause 18*';

- (z) 18.1(b)(iv)(B) and (C): *Not used*
- (aa) a new clause 18.2 is inserted as follows:
- ‘18.2** *The Customer appoints the Contractor as its agent only to the extent necessary for the Contractor to perform its management obligations in relation to the Third Party Supply Agreements.’*
- (bb) a new clause 18.3 is inserted as follows:
- ‘18.3** *The parties acknowledge that the Customer will provide to the Contractor copies of all parts of Third Party Supply Contracts that the Customer reasonably considers are required from time to time for the Contractor to perform its obligations under this clause 18. The Customer agrees that the Contractor is not responsible or liable for any failure to perform its obligations under this clause 18 to the extent it is unable to do so because the Customer has not provided the relevant content of any Third Party Supply Contract that would be required for the Contractor to perform that obligation.’*
- (cc) clause 21 is deleted and replaced with *‘Not used.’*;
- (dd) in clause 23.2(a) the following words are inserted after *‘Customer Environment’*, *‘Customer Supplied Items, Contractor Delivered Software’*;
- (ee) clause 31.2(b) is deleted and replaced with *‘any other rights of the Customer under the Customer Contract apply.’*;
- (ff) in clause 32:
- (i) each reference to *‘Contract Variation’* is deleted and replaced with *‘Change Request’*; and
- (ii) each reference to *‘Charges’* is deleted and replaced with *‘Contract Price’*;
- (gg) in clause 32.1(a)(ii) the words *‘varied Change Management Services’* are deleted and replaced with *‘the change’*;
- (hh) in clause 32.1(a)(iii) the words *‘Customer’s Standard’* are deleted;
- (ii) in clause 32.1(b) the words *‘additional Charges’* are deleted and replaced with *‘changes to the Contract Price’*;
- (jj) in clause 32.1(b)(ii) the word *‘Charging’* is deleted and replaced with *‘charging’*; and
- (kk) clause 36 is deleted in its entirety and replaced with *‘Not used’*.

PART B: OTHER ADDITIONAL CONDITIONS

5. Definitions

5.1 In the Additional Conditions in this Part B:

Business Change means:

- (a) any Divestiture; or

- (b) any Restructure of the Customer, or any consolidation (including the performance of common functions) of the Customer or any part of the Customer with any other entity, including a State-owned corporation.

Customer Data means:

- (a) data, information and other materials provided to, or generated by, the Contractor relating to the Customer or any other Agency or any of their operations, facilities, customers, Personnel, assets and programs (**Raw Data**); and
- (b) data, information and other materials in any format whatever generated, stored, processed, retrieved, printed or produced by or on behalf of the Contractor utilising the Raw Data in any format whatever generated, stored, processed, retrieved, printed or produced.

Customer Environment means the combination of hardware, software, systems and network infrastructure and services used by the Customer from time to time.

Divestiture means any sale or divestiture of all or part of the Customer, its business or other assets, in whatever form (including by way of an initial public offering of shares).

Interfacing Contractor means a person who supplies goods, services or other inputs with whom the Contractor must interface or interact to supply the Deliverables or otherwise as part of completing the project described in the PIPP, and includes the Key Contractors.

Key Contractor means each of the following:

- (a) the IMS Contractor (that is, Frequentis Australasia Pty Ltd);
- (b) the CIMS Contractor (that is, Thales Australia Limited);
- (c) the DTTS Contractor, (that is Quintiq Pty Ltd); and
- (d) any other person the Customer and the Contractor may agree in writing from time to time by way of a Change Request, is a 'key contractor'.

Relevant Entity means any entity or organisation to which all or part of the Customer that is sold or divested, or with which the Customer is merged or consolidated as a result of a Divestiture.

Restructure means any restructure, dissolution, merger, transfer of any or all of its assets, Personnel, and liabilities, in respect of all or any part of the Customer's business or operations.

RFP means the request for proposals titled 'No WS178494 Rail Operations Centre (ROC) Technology Solution' dated 7 July 2014.

ROC Technology Solution has the meaning given to it in the PIPP.

Transition Out means the transfer of responsibility for the supply of the Deliverables to the Customer or a third party designated by the Customer.

Transition Out Period has the meaning given to that term in clause 37.1 of these Additional Conditions.

Transition Services means any transition services that the Customer is required to supply relating to a Business Change.

- 5.2 All other capitalised terms in this Part B of these Additional Conditions have the meaning given to them in Part 3 of the Customer Contract.

6. Benefit of knowledge assets

- 6.1 The Contractor must do all things necessary to ensure that the Customer benefits from access to the Contractor's knowledge assets developed and captured through the Contractor's work globally, including by giving the Customer:
- (a) the opportunity to attend and participate at all of the Contractor's strategic information technology and customer forums, including the Customers:
 - (i) customer advisory councils; and
 - (ii) research and development and other technical forums; and
 - (b) access to, and an ability to comment on, the Contractor's internal technology roadmaps showing new technologies that it or its Subcontractors are developing, emerging trends in the industry and its development concepts.

7. Interfaces, methodologies and tools

INTERFACES

- 7.1 The Contractor must design, supply and develop the interfaces between the Applications or between the System (or the Applications) and the Customer Environment and:
- (a) develop each interface in a way that will enable the interface to accommodate subsequent Updates and New Releases of the software to which the interface relates (including updates and new releases for the Applications to which it relates); and
 - (b) make each interface it develops capable of being used as the basis for interfaces between Application or System (as applicable) and other software.

METHODOLGIES

- 7.2 The Contractor must supply the Deliverables in accordance with the methodologies specified in the PIPP.

TOOLS

- 7.3 The Contractor must:
- (a) advise the Customer in writing of all software tools used in the performance of the Services where such tools are necessary for ongoing enhancement or maintenance of the Deliverables; and
 - (b) if requested to do so by the Customer, licence those software tools to the Customer on terms equivalent to the terms of the Customer Contract, or procure a licence for the Customer for those software tools.

8. Requirements

- 8.1 The Contractor must:

- (a) ensure the Deliverables it supplies under the Customer Contract are consistent with, and are based on, the PIPP and meet the Contract Specifications; and
- (b) supply Deliverables for the System which ensures that:
 - (i) each Application integrates and interoperates with each other Application so that the System meets the requirements for the System specified in the PIPP or the Contract Specifications;
 - (ii) the System meets all of the requirements specified for the System in the PIPP or the Contract Specifications; and
 - (iii) the System integrates and interoperates with the Customer Environment:
 - (A) as described in the PIPP or the Contract Specifications; and
 - (B) without causing any outage, interruption or degradation of any component of the Customer Environment;
- (c) design the System in a manner that minimises the effort required to have the System or any of the Applications modified or integrated with other software at a later date.

9. Approval of Documents

APPLICATION

- 9.1** The process in this clause 9 applies to all Deliverables that are Documents.

SUBMISSION

- 9.2** The Contractor must submit all Deliverables which are Documents for approval in accordance with this clause 9 by the applicable date for that Deliverable specified in the PIPP.
- 9.3** AAD for a Document will occur on the date on which that Document is approved in accordance with this clause 9.

APPROVAL

- 9.4** The Customer must, within 15 Business Days after a Document is submitted to the Customer (or any alternative timeframe agreed between the Parties in writing), review that Document and give the Contractor Notice in Writing specifying that:
- (a) the Document meets the Contract Specifications and the Customer approves the Deliverable; or
 - (b) the Document does not meet the Contract Specifications and the Customer requires amendments to the Document, in which case the Customer must specify those amendments in the Notice in Writing.
- 9.5** If the Customer gives the Contractor a Notice in Writing requiring amendments to a Document under clause 9.4(b) of these Additional Conditions, the Contractor must, within 5 Business Days (or any alternative timeframe agreed between the Parties in writing), prepare a revised version of the Document which addresses all of the amendments required by the Customer.
- 9.6** The Parties must repeat the process in this clause 9 until the Customer approves each Document in accordance with clause 9.4 of these Additional Conditions or the Customer gives the Contractor a Notice in Writing in accordance with clause 9.7 of these Additional Conditions.

TERMINATION

- 9.7** If the Customer gives a Notice in Writing under clause 9.4(b) of these Additional Conditions 3 or more times for a Document, the Customer may terminate the Customer Contract to the extent it relates to that Deliverable and any related or dependent Deliverables supplied, or to be supplied, under the Customer Contract, with immediate or later effect, by giving the Contractor a Notice in Writing.

REFUND

- 9.8** If the Customer exercises its right under clause 9.7 of these Additional Conditions, the Contractor must, within 10 Business Days after receiving the Notice in Writing, refund to the Customer all amounts paid by the Customer in connection with the component of the Customer Contract that has been terminated.

10. Background checks

CONTRACTOR CHECKS

- 10.1** If requested by the Customer, or otherwise required by a Customer policy specified in the Order Documents the Contractor must:
- (a) conduct background checks on the Contractor's Personnel in the performance of the Customer Contract as and when required by the Customer or as specified in the applicable Customer policy; and
 - (b) not use any Personnel in the performance of the Customer Contract who do not meet the requirements specified by the Customer (acting reasonably) from time to time, including in an applicable Customer policy (**Customer Personnel Requirements**), unless otherwise directed by the Customer.
- 10.2** The Contractor must give the Customer the results of any background checks it conducts under clause 10.1 of these Additional Conditions within 2 Business Days of receipt.

CUSTOMER CHECKS

- 10.3** The Customer may at any time:
- (a) carry out the background checks referred to in clause 10.1 of these Additional Conditions itself; and
 - (b) conduct such other investigations and background checks as the Customer considers appropriate,
- (Customer Checks).**
- 10.4** From time to time the Customer may (acting reasonably) request assistance relating to the Customer Checks. The Contractor must provide all assistance relating to the Customer Checks requested by the Customer promptly after the Contractor receives that request.
- 10.5** If a Customer Check shows that a member of the Contractor Personnel does not meet the Customer Personnel Requirements, the Customer must advise the Contractor as soon as possible.

CONSENT

- 10.6** The Contractor must obtain all necessary consent from Contractor Personnel to enable:

- (a) the Contractor and the Customer to conduct the checks or investigations under clauses 10.1 and 10.2 of these Additional Conditions; and
- (b) the Contractor to provide the results of its checks or investigations to the Customer.

10.7 If the Contractor is unable to obtain a consent required under clause 10.6 of these Additional Conditions from a person, then, unless the Customer agrees otherwise in writing, the Contractor must:

- (a) not engage that person to perform, or remove that person from performing, the Contractor's obligations under the Customer Contract; and
- (b) provide a replacement for that person who is acceptable to the Customer within 2 Business Days after the date on which it became aware of that issue.

REMOVAL AND REPLACEMENT

10.8 If:

- (a) a check performed by the Contractor or a Customer Check performed by the Customer shows that a member of the Contractor Personnel does not meet the Customer Personnel Requirements; and
- (b) that person is engaging in the supply of the Deliverables or the performance of the Contractor's obligations under this Customer Contract,

(Relevant Person) the Contractor must immediately:

- (c) remove that Relevant Person from the supply of the Deliverables or the performance of the Contractor's obligations under this Customer Contract; and
- (d) withdraw and remove all access that the Relevant Person has to the Customer Data, Customer Supplied Items, Customer software or systems or the Sites.

10.9 If the Contractor is required to remove a Relevant Person in accordance with clause 10.8 of these Additional Conditions, the Contractor must replace that Relevant Person:

- (a) with a member of the Contractor Personnel who meets the requirements for the Contractor's Personnel specified in the Customer Contract; and
- (b) if the Relevant Person is one of the Specified Personnel, with a member of the Contractor Personnel who is approved by the Customer in accordance with clause 8.9 of Part 2 of the Customer Contract.

TERMINATION

10.10 If the Contractor breaches this clause 10, the Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables with immediate or later effect, by giving the Contractor a Termination Notice.

11. Personnel

SKILLS, EXPERIENCE

11.1 The Contractor must:

- (a) only use Personnel who:

- (i) are suitably qualified, skilled and experienced to supply the Deliverables; and
 - (ii) have received training on the applicable requirements for supplying the Deliverables, including compliance with all applicable Customer policies; and
- (b) ensure that all Contractor Personnel involved in the supply of the Deliverables are fluent in, and communicate with the Customer in, English.

REPLACEMENT PERSONNEL

11.2 The Customer (acting reasonably) may at any time request the Contractor to replace any member of the Contractor Personnel stating the reasons for the requirement.

11.3 If the Customer makes a request under clause 11.2 of these Additional Conditions, the following procedure will apply:

- (a) if the reason for the request is due to:
 - (i) a contravention of a Statutory Requirement, another law or a Customer policy by that member of the Contractor Personnel;
 - (ii) a breach of the work health and safety obligations or other act or omission by that member of the Contractor Personnel that endangered the health or safety of any person on a premises, Site, facility or other location owned, leased or operated by the Customer; or
 - (iii) serious misconduct by that member of the Contractor Personnel,

the Contractor must immediately remove that member of the Contractor Personnel from the supply of the Deliverables or the performance of the Contractor's obligations under the Customer Contract;
- (b) for any other reason, the Contractor must:
 - (i) promptly meet with the Customer and discuss its concerns; and
 - (ii) if, after those discussions, the Contractor cannot demonstrate to the Customer's satisfaction (acting reasonably) that it is able to address the Customer's concerns in a reasonable timeframe, replace that member of the Contractor Personnel; and
- (c) if the Contractor is required to replace a member of the Contractor Personnel in accordance with this clause 11.3 it must ensure that:
 - (i) where that replacement relates to Specified Personnel, the person is approved by the Customer in accordance with clause 8.9 of the Customer Contract;
 - (ii) to the extent possible, there is a sufficient handover between the original member of the Contractor Personnel and the replacement so that the replacement is fully aware of the Deliverables and the Customer's requirements in connection with the Customer Contract (at no cost to the Customer); and
 - (iii) it withdraws and removes all access that the member of the Contractor Personnel being replaced has to the Customer Data, CSI, Customer software or systems or the Sites on the date on which that member of the Contractor Personnel was removed.

- 11.4 If the Contractor breaches clause 11.3 of these Additional Conditions the Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor a Termination Notice.

12. Sites

- 12.1 The Contractor must supply the Deliverables to or at the sites specified in the PIPP. Each of these sites will be a 'Site' for the purposes of the Customer Contract.

13. Restrictions relating to locations of performance

- 13.1 The Contractor must not:

- (a) supply any of the Deliverables from or at; or
- (b) store, access, send, transfer or make accessible, any of the Customer Data at, to or from,

a location outside of New South Wales unless:

- (a) that location is specified in the PIPP; or
- (b) the Contractor has the prior written consent of the Customer (which the Customer may withhold or grant in its absolute discretion).

- 13.2 If the Customer provides the Contractor with consent under clause 13.1 of these Additional Conditions, the Contractor must comply with any conditions imposed by the Customer.

14. Service warranties

- 14.1 In addition to any other obligations of the Contractor under the Customer Contract, the Contractor warrants and represents that:

- (a) all Deliverables which are Services will be supplied in a safe and efficient manner and to the best of the Contractor's skill and knowledge; and
- (b) it has the necessary knowledge and resources to supply the Deliverables.

15. Fitness for purpose

- 15.1 In addition to any other Contract Specifications set out in the Customer Contract, the Contractor must ensure that each Deliverable is fit for the purposes for which it was supplied, including any purposes specified in the PIPP.

16. Governance

Each Party must comply with the governance procedures specified in the PIPP, for the Deliverables described in the PIPP.

17. Multi-sourcing and co-operation

- 17.1** The Contractor, must establish relationships and arrangements with all other Interfacing Contractors through which they:
- (a) work together;
 - (b) co-ordinate their activities;
 - (c) co-operate fully and comprehensively with each other;
 - (d) interface their operations in a manner which is seamless;
 - (e) integrate the services they each supply;
 - (f) establish integrated processes which preserve their responsibility for the services they supply and ensure delivery of service level requirements; and
 - (g) agree the scope of obligations and interactions needed to minimise the need for the Authority to be involved in resolving service problems or managing their relationship,

(Integration Outcomes).

- 17.2** The Contractor must:

- (a) provide the Customer and each Interfacing Contractor (as applicable) all co-operation and assistance requested by the Customer or an Interfacing Contractor (as applicable), including by:
 - (i) working with the Customer and Interfacing Contractors to facilitate the discharge of end-to-end service obligations and the meeting or exceeding of end-to-end requirements; and
 - (ii) providing the Customer and each Interfacing Contractor with access to materials and other resources; and
- (b) do all other things necessary,

to achieve the Integration Outcomes and to ensure that all services and deliverables (including the Deliverables) supplied to the Customer by the Contractor and each Interfacing Contractor, are supplied in a coordinated, effective and timely manner.

- 17.3** The Contractor:

- (a) acknowledges and agrees that any disputes between the Contractor and an Interfacing Contractor (**IC Disputes**) are to be resolved as far as possible without the need for the Customer's intervention; and
- (b) an IC Dispute must be reported to, and escalated to, the Customer in accordance with the process set out in the PIPP if it continues for more than 5 Business Days.

- 17.4** During the course of any IC Dispute, the Contractor must continue working with the Interfacing Contractors to maintain continuity of the Deliverables and the services and deliverables supplied by the Interfacing Contractor, regardless of responsibility.

18. Management of Key Contractors

MANAGEMENT OBLIGATIONS

- 18.1** The Contractor acknowledges and agrees that the Customer has entered into contracts with one or more Key Contractors.
- 18.2** Without limiting any other obligations under the Customer Contract, the Contractor must:
- (a) organise, coordinate and otherwise manage each Key Contractor to ensure that they provide the inputs necessary, as and when necessary, for the Contractor to perform its obligations under the Customer Contract, including as described in the PIPP;
 - (b) organise, coordinate, manage, check and validate the services and deliverables supplied by a Key Contractor;
 - (c) where necessary to perform its obligations under the Customer Contract, incorporate those services and deliverables into the Deliverables that the Contractor supplies under the Customer Contract, including the detailed design for the System as described in the PIPP;
 - (d) take all reasonable steps to that the services and deliverables supplied by the Key Contractors are performed efficiently and represents value for the Customer;
 - (e) not do (or fail to do) anything that would prejudice or cause the Customer to breach its contract with any of the Key Contractors; and
 - (f) in performing its obligations to manage the Key Contractors, act in the Customer's best interests.
- 18.3** If a dispute has arisen, or a Key Contractor has breached its obligations under its contract with the Customer (**Issue**), the Contractor must immediately give the Customer Notice in Writing specifying the nature of the Issue.
- 18.4** The Contractor's obligation to give the Customer notice under clause 18.3 does not relieve the Contractor from performing, and the Contractor must continue to perform its obligation under clause 18.2.
- 18.5** The Contractor will not be liable to pay the Key Contractors all or any part of the amounts payable by the Customer to those Key Contractors under their contracts with the Customer.

PROCESS FOR ENDORSEMENT AND APPROVAL OF KEY CONTRACTOR DELIVERABLES

- 18.6** For each deliverable that a Key Contractor supplies under its contract with the Customer (each a **Key Contractor Deliverable**):
- (a) the Contractor must check and validate that the Key Contractor Deliverable is correct and meets the requirements for that deliverable specified in the contract under which it is supplied in accordance with clause 18.2(b);
 - (b) if the Contractor is of the opinion that the Key Contractor Deliverable is not correct or does not meet any of the applicable requirements specified in the contract under which it was supplied, the Contractor must:
 - (i) advise the Customer of that fact; and
 - (ii) unless otherwise directed by the Customer, give the Key Contractor a notice in writing on behalf of the Customer specifying the amendments that are required to be made to the Key Contractor Deliverable; and

- (c) if the Contractor is of the opinion that the Key Contractor Deliverable is correct and meets all of the applicable requirements specified in the contract under which it was supplied, the Contractor must give the Customer a Notice in Writing:
 - (i) specifying that is the case; and
 - (ii) recommending that the Customer endorse the Key Contractor Deliverable.

18.7 If:

- (a) the Contractor gives the Customer a Notice in Writing under clause 18.6(c); and
- (b) despite the Contractor's recommendation to endorse a Key Contractor Deliverable, the Customer gives the Contractor a Notice in Writing requiring the Contractor to request amendments to that Key Contractor Deliverable,

the Contractor must give the Key Contractor a notice in writing, specifying the amendments that are required to be made to the Key Contractor Deliverable.

18.8 If the Customer endorses a Key Contractor Deliverable in writing, the Contractor must give the Key Contractor a notice in writing on behalf of the Customer, approving that Key Contractor Deliverable on behalf of the Customer.**18.9** The Customer appoints the Contractor as its agent to issue notices under a contract with a Key Contractor approving or requiring amendments to, Key Contractor Deliverables as required under with clause 18.6 of these Additional Conditions.**18.10** The Contractor must:

- (a) perform its obligations under clauses 18.6, 18.7 and 18.8 of these Additional Conditions; and
- (b) manage the Customer so that it responds in sufficient time to allow the Contractor to approve, or require amendments to, a Key Contractor Deliverable,

within the timeframes required for the Customer to do so under the applicable contract with the Key Contractor.

18.11 The Contractor must ensure that any notices that the Contractor gives on behalf of the Customer under clauses 18.6, 18.7 and 18.8 are given in accordance with, and meet the notice requirements set out in, the contract between the Customer and the applicable Key Contractor.

19. Customer Supplied Items

19.1 The Contractor must:

- (a) comply with the terms of all contracts with a third party relating to Customer Supplied Items (each a **CSI Contract**) and not do, or fail to do, anything that would cause the Customer (or any other Agency) to breach the terms of a CS Contract or otherwise incur any liability under a CSI Contract; and
- (b) comply with all of the Customer's policies and procedures that apply to the Customer Supplied Items, as updated by the Customer from time to time.

20. Business Change

RIGHTS

20.1 The Contractor acknowledges and agrees that the Customer may by giving notice to the Contractor:

- (a) use the Deliverables (including for the benefit of a Relevant Entity);
- (b) sublicense or permit one or more persons to use any of the Deliverables;
- (c) assign some or all of its rights under the Customer Contract to one or more persons;
- (d) novate all or part of the Customer Contract to one or more persons; or
- (e) require the Customer to supply one or more of the Deliverables directly to any other Relevant Entity,

for any one or more of the following purposes:

- (f) providing the Transition Services to a Relevant Entity;
- (g) facilitating or implementing a Business Change; and
- (h) facilitating the provision of services:
 - (i) by the Customer to or for the benefit of one or more Relevant Entities; or
 - (ii) by one or more persons to, or for, the benefit of the Customer.

20.2 The Contractor consents to any novation or assignment notified to the Contractor in accordance with clause 20.1 of these Additional Conditions.

CONTRACTOR FACILITATION

20.3 The Contractor must, on request by the Customer, do all things reasonably necessary:

- (a) to facilitate a Business Change; and
- (b) to give effect to or implement any of the arrangements contemplated in clause 20.2 (including promptly executing all necessary documents and granting all necessary rights).

DISCLOSURE

20.4 In addition to any other rights that the Customer has under the Customer Contract, the Customer may disclose the terms of the Customer Contract and any Confidential Information of the Contractor:

- (a) to any department or office of the State of New South Wales or other Agency;
- (b) to any Relevant Entity or proposed Relevant Entity; or
- (c) to any adviser or personnel of any such person specified in clauses 20.4(a) or 20.4(b) of these Additional Conditions.

21. Audit

APPLICATION AND INTERPRETATION

- 21.1 The right to conduct an audit under this clause 21 of these Additional Conditions is in addition to, and does not derogate from any other audit or inspection rights that the Customer may have under the Customer Contract.

RECORD KEEPING

- 21.2 The Contractor must maintain the records referred to in clause 23.4 of Part 2 of the Customer Contract until the date which is 7 years after the Customer Contract expires or is terminated.

RIGHT TO AUDIT

- 21.3 The Customer may, at any time during the Contract Period or the period which is 7 years after the Customer Contract expires or is terminated, conduct an audit for one or more of the following purposes:

- (a) to assess the Contractor's performance and compliance with the Customer Contract;
- (b) to assess the accuracy of the invoices given by the Contractor under the Customer Contract;
- (c) to assess Contractor's quality management system;
- (d) to assess Contractor's work health and safety system;
- (e) to assess competencies of the Contractor's Personnel, applicable licences and certifications and other relevant factors; or
- (f) to otherwise meet any applicable contractual, regulatory, governmental or management requirements,

by giving a Notice in Writing (**Audit Notice**) to the Contractor a reasonable time prior to the date on which the audit will commence.

- 21.4 If the Customer gives the Contractor an Audit Notice, the Contractor must give the Customer and its Personnel (including external auditors):

- (a) full access:
 - (i) to all sites, facilities and other resources (including Personnel) used by the Contractor or its Personnel to perform its obligations under the Customer Contract; and
 - (ii) to all of the records maintained under clause 23.4 of Part 2 of the Customer Contract and other information relating to the Customer Contract (whether located in Australia or elsewhere); and
- (b) all assistance reasonably required by the Customer and its Personnel to conduct the audit.

COPIES OF RECORDS AND INFORMATION

- 21.5 The Customer may take copies of any records or other information it reviews as part of an audit.

COSTS

- 21.6 Each Party will be responsible for its own costs of exercising its right under, or complying with, this clause 21 of these Additional Conditions.

SURVIVAL

- 21.7 This clause 21 of these Additional Conditions survives termination or expiry of the Customer Contract.

22. Inspections

APPLICATION AND INTERPRETATION

- 22.1 The right to conduct an inspection under this clause 22 of these Additional Conditions is in addition to, and does not derogate from any other audit or inspection rights that the Customer may have under the Customer Contract.

INSPECTIONS

- 22.2 The Customer may, at any time during the Contract Period:

- (a) inspect the sites, facilities or other resources used by the Contractor or its Personnel to supply the Deliverables; or
- (b) attend the Contractor's or any of its Personnel's sites or facilities used to supply the Deliverables and observe the supply of the Deliverables,

by giving the Contractor a Notice in Writing (**Inspection Notice**) to the Contractor a reasonable time prior to the date on which the inspection will commence.

- 22.3 If the Customer gives the Contractor an Inspection Notice, the Contractor must give the Customer and its Personnel:

- (a) access to its, or its Personnel's, sites, facilities and other resources specified in the inspection Notice; and
- (b) all assistance reasonably required by the Customer and its Personnel to conduct the inspection.

COSTS

- 22.4 Each Party will be responsible for its own costs of exercising its right under, or complying with, this clause 22 of these Additional Conditions.

23. Engagement and RFP

RFP

- 23.1 The Contractor acknowledges and agrees that:

- (a) the RFP was for the design, implementation and support of the System;
- (b) the Contractor submitted a response to the RFP to perform the role of system integrator for the System;

- (c) despite the Parties entering into this Customer Contract, the Customer has not completed or awarded the other components of the RFP (**Other RFP Components**); and
 - (d) nothing in the Customer Contract affects, or makes any representation relating to, the Other RFP Components and the Customer may award part or all of the Other RFP Components to the Contractor, any other person or any combination of them.
- 23.2** The Customer excludes any and all liability to the Contractor relating to the outcome of the RFP (including if the RFP is awarded to another person).
- 23.3** The Contractor releases the Customer from any and all claims that the Contractor may have against the Customer relating to the RFP. The Customer may plead this clause 23.3 in bar to any proceedings commenced by the Contractor relating to the RFP.

24. Exchange of information between Agencies

- 24.1** The Customer may disclose, communicate or make available, any information concerning the Contractor or relating to the Customer Contract (including any Confidential Information of the Contractor) to one or more Agencies.
- 24.2** The Contractor acknowledges and agrees that:
- (a) information about the Contractor from any source, including reports of performance, may be taken into account by Agencies (including the Customer) considering whether to offer the Contractor future opportunities for other work; and
 - (b) the communication of such information to any NSW government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW).
- 24.3** The Contractor releases and indemnifies the Customer, all other Agencies and the State of New South Wales from and against any claim in respect of any matter arising out of any disclosure or any communications contemplated in this clause 24 (**Released Matters**). The Customer may plead this clause 24.3 in bar to any proceedings commenced by the Contractor relating to the Released Matters.

25. GIPAA

- 25.1** The Contractor acknowledges that the Customer may be required to publish certain information concerning this Customer Contract in accordance with sections 27 to 35 of the *Government Information (Public Access) Act 2009* (NSW).
- 25.2** If the Contractor reasonably believes that any part of the Customer Contract contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Contractor must immediately advise the Customer in writing, identifying the provisions and providing reasons so that the Customer may consider seeking to exempt those provisions from publication.
- 25.3** Within three days of receiving a written request from the Customer, the Contractor must (at no cost to the Customer) provide the Customer with immediate access to information referred to in section 121(1) of the *Government Information (Public Access) Act 2009* (NSW) (but excluding information referred to in section 121(2) of the *Government Information (Public Access) Act 2009*) contained in records held by the Contractor, in the format and using the medium, reasonably required by the Customer. This is a fundamental term of this Customer Contract.

26. Licence rights and open source software

- 26.1** If the Contractor supplies any software as part of, or as an output of, any Services, the Intellectual Property Rights in which is not assigned under clause 13.10 of Part 2 of the Customer Contract or licensed under the terms of Module 3, the Contractor grants to the Customer a non-exclusive, royalty free, perpetual, irrevocable licence to:
- (a) install, run and use the that software for its business purposes;
 - (b) reproduce and copy that software as required to install, run and use the software or for any backup, archive or security purposes; and
 - (c) sublicense any person to exercise any of the rights specified in clauses 26.1(a) or 26.1(b) of these Additional Conditions for the Customer's business purposes or to otherwise supply services to the Customer.
- 26.2** The Deliverables must not incorporate open source software in any software that is a Deliverable, unless otherwise approved by the Customer in writing.
- 26.3** If the Customer approves the incorporation of open source software in a Deliverable:
- (a) the Parties agree that the open source software will be licensed under the terms of Module 3 of the Customer Contract as 'Licensed Software'; and
 - (b) the Contractor must ensure that the use or modification of that open source software will not result in an obligation to, disclose, licence or otherwise make available any part of the System, Customer Supplied Items or the Customer Environment or any other part of the Customer's Confidential Information to any third party.

27. Additional licence rights

- 27.1** In addition to any other rights granted under the Customer Contract, if the Deliverables are, or incorporate, any of the Contractor's Existing Material, on and from the date on which they are supplied, the Contractor grants the Customer a non-exclusive, irrevocable, royalty-free licence:
- (a) to use, reproduce and adapt the Contractor's Existing Material for its internal business purposes; and
 - (b) to sublicense any other person to use, reproduce and adapt the Contractor's Existing Material for the Customers internal business purposes, including to supply services and deliverables to the Customer.
- 27.2** In addition to any other rights granted under the Customer Contract, if the Deliverables are, or incorporate, any third party's Existing Material:
- (a) on and from the date on which they are supplied, the Contractor grants the Customer a non-exclusive, irrevocable, royalty-free licence:
 - (i) to use, reproduce and adapt the third party's Existing Material for its internal business purposes; and
 - (ii) to sublicense any other person to use, reproduce and adapt the third party's Existing Material for the Customer's internal business purposes, including to supply services and deliverables to the Customer; and

- (b) no additional fees, charges, terms or conditions to those specified in the Customer Contract will apply to that third party's Existing Material.

27.3 The Contractor warrants that it has all rights, licences, consents and other approvals necessary to grant the licenses in clauses 27.1 and 27.2 of these Additional Conditions.

28. Liability to Agencies and the State of New South Wales

28.1 The Contractor acknowledges and agrees that the Customer holds the benefit of the Contractor's obligations, the Customer's rights and any release or indemnity under the Customer Contract as principal and on trust for each of the other Agencies and the State of New South Wales (as if the obligation, right, release or indemnity had been expressed to be for the benefit of them directly).

28.2 If another Agency or the State of New South Wales suffers losses as a result of one or more acts or omissions of the Contractor or any of its Personnel relating to the performance, non-performance, termination of the Customer Contract by the Customer other than termination for convenience pursuant to clause 25.3 of the Customer Contract or Contractor termination of the Customer Contract, the Customer will be able to recover those losses from the Contractor:

- (a) as if the losses were suffered or incurred by the Customer itself;
- (b) to the extent that losses would have been capable of being recovered by the Customer had the Customer suffered those losses; and
- (c) subject to the limitations and exclusions of liability set out in the Customer Contract.

29. Destruction of information

29.1 Notwithstanding clause 21.2 of these Additional Conditions, the Contractor must, and must ensure that all of its Personnel, destroy or return:

- (a) all Confidential Information of the Customer; and
- (b) all other Customer Data (including any Personal Information),

that is in its, or any of its Personnel's possession or control:

- (c) within 5 Business Days of a request from the Customer to do so; or
- (d) on termination or expiry of the Customer Contract.

29.2 This clause 29 survives termination or expiry of the Customer Contract.

30. Defect rectification

APPLICATION AND INTERACTION WITH OTHER PARTS OF THE CUSTOMER CONTRACT

30.1 This clause 30 of these Additional Conditions sets out the general warranty and Defect rectification process for the Deliverables.

BREACH OF SERVICE WARRANTY

- 30.2** If the Contractor breaches any warranty in relation to any of the Services, the Customer may (in addition to any other remedies it may have at law or under the Customer Contract) require the Contractor to supply the Services again at the Contractor's cost.

DEFECTS

- 30.3** Subject to clause 30.4 of these Additional Conditions, without limiting any of the Customer's rights under law or the Customer Contract, if at any time during the Warranty Period for a Deliverable (that is not a Service), the Contractor becomes aware, or the Customer advises the Contractor of a Defect in that Deliverable, the Contractor:
- (a) must do all things necessary to correct the Defect:
 - (i) in accordance with the timeframes specified in the Customer Contract; or
 - (ii) if no timeframe is specified in the Customer Contract, within 5 Business Days after the date on which the Defect was identified (or any alternative timeframe agreed between the Parties in writing); and
 - (b) warrants that the replacement or repaired Deliverable will comply with the applicable warranties in the Customer Contract.
- 30.4** Clause 30.3 of these Additional Conditions, does not apply to a Defect to the extent that any of the exceptions set out in clause 7.1 of Module 7 were the cause of that.
- 30.5** Clause 30.3 of these Additional Conditions does not apply where the Defect is due to a Key Contractor. Contractor will not be liable for the cost of replacing or correcting Defects caused by Key Contractors.

REMEDIES FOR SUPPLIER FAILURE TO CORRECT DEFECTS

- 30.6** Without limiting any of the Customer's rights under law or the Customer Contract, if the Contractor does not correct a Defect in accordance with clause 30.3, the Customer may do any one or more of the following:
- (a) require the Contractor to negotiate in good faith to agree a Change Request to the Customer Contract to provide a reduction in the Contract Price to reflect a diminution in value of the applicable Deliverable;
 - (b) either correct the Defect itself or using another supplier, in which case the Contractor must pay the costs and expenses suffered or incurred by the Customer in doing so within 30 days of a demand by the Customer to do so; and
 - (c) pursue any other remedy it may have at law or under the Customer Contract.

31. Viruses

PROTECTION AND SCANNING

- 31.1** The Contractor must, and must ensure that its Personnel:
- (a) use appropriate processes and up-to-date industry standard detection software (**Virus Software**) designed:

- (i) to prevent the introduction of Viruses into, and to detect and eliminate, Viruses from the Deliverables; and
- (ii) to prevent the introduction of Viruses into:
 - (A) the software or systems used by the Contractor any of their Personnel in the course of supplying the Deliverables; or
 - (B) the Customer Environment or any Customer Supplied Items by the Contractor or a member of its Personnel; and
- (b) prior to supplying a Deliverable that is susceptible to Viruses, scan the Deliverable using the Virus Software; and
- (c) prior to connecting any devices (including laptops, flash drives, memory or other devices) to any software or systems used by the Customer, scan the device using the Virus Software.

GENERAL OBLIGATIONS

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

- (a) supply a Deliverable if a Virus has been detected in that Deliverable, until the Contractor (or member of its Personnel) is certain that the Virus has been eliminated;
- (b) connect any device on which a Virus has been detected to any software or system used by the Customer, until the Contractor (or member of its Personnel) is certain that the Virus has been eliminated; or
- (c) introduce a Virus into a Deliverable or any software or system used by the Customer in the course of performing any of its obligations under the Customer Contract.

REMEDY

31.3 In addition to any other rights the Customer may have under the Customer Contract, if a Virus is introduced into a Deliverable or any of the Customer's software or systems:

- (a) by the Contractor or any of its Personnel;
- (b) as a result of the Contractor's or any of its Personnel's negligence; or
- (c) as a result of the Contractor breaching any of its obligations under clause 31.1 or 31.2 of these Additional Conditions or any other term of the Customer Contract,

the Contractor must pay the costs and expenses incurred by the Customer relating to:

- (d) identifying and removing the Virus; and
- (e) restoring any data lost, damaged or corrupted as a result of the Virus to the last backed-up version of that data and otherwise remedying the impact of the Virus.

32. Civil Liability Act and Liability

32.1 The Parties exclude the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

32.2 The limitations of liability and exclusions set out in clause 18 of Part 2 of the Customer Contract do not apply to the Contractor's liability for a breach of, or under, any of clauses 19,

and 24.3 and 27.3 of these Additional Conditions or any obligations relating to the management of Key Contractors under the Customer Contract.

33. Cross-termination

33.1 The Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor a Termination Notice if the Customer gives a termination notice for another Customer Contract with an Interfacing Contractor other than for convenience. If the Customer terminates the Customer Contract under this clause, the Contractor will be entitled to claim its costs of such termination in accordance with clause 25.4 of Part 2 of the Customer Contract.

34. Termination at the end of a Stage

- 34.1 The Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety at the end of a Stage in its sole and absolute discretion.
- 34.2 The Customer will pay the Contractor for amounts owing up to the date of a termination under clause 34.1, but the Customer will not be liable for any other amounts as a result of a termination under clause 34.1 of these Additional Conditions.

35. Termination for failing to pass the Acceptance Tests

- 35.1 If the Customer rejects a Deliverable under clause 10.12(e) of Part 2 of the Customer Contract, the Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables.
- 35.2 If the Customer gives the Contractor a Termination Notice under clause 35.1 the Contractor must refund all amounts paid for the Deliverables the subject of the Termination Notice within 10 Business Days after the date on which the Termination Notice is given.

36. Costs relating to a termination for convenience

- 36.1 If the Customer gives a Termination Notice under clause 25.3 of Part 2 of the Customer Contract, and the Contractor is entitled to recover liabilities, costs or expenses under clause 25.4 of Part 2 of the Customer Contract (**Termination Costs**), the Contractor may only do so to the extent that:
- (a) those Termination Costs are unavoidable and are directly, reasonably and necessarily incurred by the Contractor as a result of the termination;
 - (b) those Termination Costs have not already been recovered by the Contractor (including as part of the Contract Price);
 - (c) the Contractor substantiates that those costs have been or will be incurred to the Customer's satisfaction (acting reasonably);
 - (d) those costs relate exclusively to the Deliverables and would not have been incurred by the Contractor but for the termination; and
 - (e) the Contractor has not been able to mitigate those costs despite complying with its obligation under clause 25.3 of Part 2 of the Customer Contract.

37. Transition Out

TRANSITION OUT PERIOD

- 37.1** The Transition Out Period for a Deliverable (each a **Relevant Deliverable**) starts on the earlier of:
- (a) the date on which a Termination Notice is given for the Customer Contract the extent the Termination Notice relates to that Relevant Deliverable; and
 - (b) ends on the date on which the Customer gives the Contractor a Notice in Writing stating that the Transition Out is complete.

TRANSITION OUT PLAN

- 37.2** At the commencement of a Transition Out Period, the Parties must negotiate in good faith to agree as quickly as possible a plan for the Transition Out (**Transition Out Plan**) including:
- (a) the steps, tasks and activities required to complete Transition Out and timetable for those steps, tasks and activities;
 - (b) a resources inventory which sets out the resources required to supply the Relevant Deliverables; and
 - (c) the time at which, and circumstances in which, the Contractor will cease supplying the Relevant Deliverables.
- 37.3** If the Parties do not reach agreement on the Transition Out Plan within 15 Business Days (or as otherwise agreed in writing between the parties) after commencement of the applicable Transition Out Period, the Contractor must provide the assistance required by the Customer (acting reasonably), at the times required by the Customer (acting reasonably). The directions issued by the Customer under this clause will collectively constitute the Transition Out Plan.
- 37.4** The Contractor may not charge any amounts for preparing a Transition Out Plan.

TRANSITION OUT ASSISTANCE

- 37.5** During a Transition Out Period, the Contractor must:
- (a) perform all of the steps, tasks and activities allocated to the Contractor as the Contractor's responsibility in the Transition Out Plan at the times and in the manner specified in the Transition Out Plan;
 - (b) provide any other assistance, and perform all other steps, tasks and activities, required by the Customer or any nominee of the Customer (acting reasonably) to complete the Transition Out;
 - (c) to the extent that the Relevant Deliverables are Non-Recurring Services:
 - (i) deliver to the Customer copies of all work in progress relating to Relevant Deliverables that has been created or developed (**WIP**); and
 - (ii) permit (including granting all necessary licences and providing all necessary training) the Customer and its Personnel to use the Contractor's methodologies to the extent necessary to allow the Customer and its Personnel to complete WIP; and

- (d) provide any training required by the Customer to permit the Customer or any members of its Personnel to understand the Relevant Deliverables (and in the cause of any WIP, to use and further develop that WIP),

(Transition Out Assistance).

- 37.6** Within 10 Business Days after the date on which the Transition Out Period commences (or such later date as agreed between the Parties in writing), the Contractor must (to the extent it has not already done so) give the Customer the most up to date copy of the Source Code Materials for any developed software.
- 37.7** To the extent that the Customer does not own the Intellectual Property Rights in the Source Code Materials, the associated developed software or any combination of both, on and from the date which the Transition Out Period commences the Contractor grants to the Customer a non-exclusive, perpetual, irrevocable, royalty-free licence to:
- (a) modify and adapt the developed software to which those Source Code Materials relate for its business purposes;
 - (b) use, modify, adapt and reproduce those Source Code Materials as the Customer requires for its business purposes; and
 - (c) sublicense any person to exercise any of the rights specified in clauses 37.7(a) or 37.7(b) of these Additional Conditions for the Customer's business purposes or to otherwise supply services to the Customer.

COSTS FOR TRANSITION OUT

- 37.8** The Customer is not obliged to pay any amount for the Transition Out Assistance:
- (a) to the extent it can be supplied using the same Personnel that the Contractor uses to supply the Relevant Deliverables or any other Deliverables; or
 - (b) if the Customer gave the Contractor a Termination Notice for cause under any of clauses 6.34 or 25.2 of Part 2 of the Customer Contractor, clauses 10.10 or 35 of these Additional Conditions or otherwise as a result of an act or omission of the Contractor or any of its Personnel.
- 37.9** If clause 37.8 of these Additional Conditions does not apply, the Customer must pay for any Personnel required by the Contractor to supply the Transition Out Assistance which are in addition to the Personnel the Contractor uses to supply the Deliverables. The Price for that Transition Out Assistance will either be:
- (a) agreed and set out in the Transition Out Plan; or
 - (b) calculated on a time and materials basis using rates approved by the Customer in writing up to a maximum approved by the Customer in writing.

38. Access to Site

- 38.1 The Contractor must comply with all of the Customer's policies and procedures that apply to the Site, as updated by the Customer from time to time.

39. Changes in Laws

- 39.1 If the Contractor is required to comply with any Laws under the Customer Contract, the Contractor must comply with those Laws as they exist from time to time.
- 39.2 The Contractor must comply with clause 39.1 at its own cost unless the change in Law affects only the rail industry. If the change in Law affects only the rail industry, the Contractor may submit a contract variation if the change in Law results in material additional costs to the Contractor in the provision of the Services under the Customer Contract.
- 39.3 "Laws" for purposes of this clause 48 include Statutory Requirements, statutes, regulations, by-laws, ordinances or subordinate legislation, standards and codes of conduct, in each case applicable to the Services or Deliverables.

Ajilon Implementation PIPP (CR 5) - DRAFT

Document Version	Date	Edited by	Reason/nature of changes
1.0	6 September 2016	HSF	ST initial legal review
1.01	9 September 2016	ST/Ajilon	PIPP workshop
1.02	12 September 2016	ST/Ajilon	PIPP workshop
1.03	14 September 2016	ST/Ajilon	PIPP workshop
1.04	19 September 2016	ST/Ajilon	PIPP workshop
1.05	22 September 2016	HSF	Updates to reflect workshop discussions and tidy up amendments
1.06	10 October 2016	HSF	Updates to reflect workshop discussions on 6 and 7 October 2016 and tidy up amendments
1.07	20 October 2016	HSF	Updates to reflect discussions with Ajilon
1.08	24 October 2016	HSF	Updates to consolidate PIPP and update definitions.
1.09	27 October 2016	HSF	Further updates to consolidate PIPP and reflect detail from Thales PIPP continued markup.
1.10	31 October 2016	HSF	Updates to reflect discussions with Ajilon on 28 and 31 October 2016.
1.11	2 November 2016	Ajilon	Minor updates

Schedule 12: PIPP

1. Introduction

- 1.1 The Customer is establishing a new Rail Operations Centre (**ROC**).
- 1.2 The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site (or a site as nominated by the Customer) which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
- 1.3 The Project includes the design, installation, testing and implementation of the System, which includes the development of the Applications. These Applications include:
- a) REM IMS provided by Frequentis;
 - b) CIMS provided by Thales; and
 - c) DTTS provided by Quintiq Pty Ltd, (**Key Contractors**).
- 1.4 The Customer has engaged the Contractor as its systems integrator, responsible for integrating the System and acting as the Customer's agent to oversee the technical management of the System.
- 1.5 The Parties acknowledge that this Customer Contract has been developed as follows:
- a) an ECI Contract was entered into by the Parties on or around 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO;
 - b) on or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the Project that was developed in the ECI Contract;
 - c) Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract;
 - d) Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract;
 - e) Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Seconded; and
 - f) Change Request 4 to this Customer Contract was executed shortly prior to Change Request 5 to incorporate interim Detailed Design (Release 3) services for DTTS.
- 1.6 The current scope of this PIPP (implemented by Change Request 4) covers from Detailed Design for Release 1 and Release 2, through to the build, test and deployment of Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3.
- 1.7 By implementing the System the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
Reduced delay times and improved confidence in rail: Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.	Reduced Initial Delay: Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.

Objective	SMART Criteria
<p>Increased operational performance and opportunity for timetable enhancements: Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay: Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the services back to normal following the resolution of an incident. This will place less demands on timetable recovery margins.</p> <p>The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays: Improving the customers' ability to make decisions about their transport options.</p>	<p>Reduced Customer Perceived Delay: Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the customers' perceived time of their journeys by 11% by 2018.</p>
<p>Better realising the benefits of future investments in rail capacity: Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.</p>	<p>Creation of a flexible, scalable network control function: The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC infrastructure design requirements.</p>
<p>A new world-class operating centre and culture: Transforming the way 'day of operations' activities are managed within the Customer, fostering a new culture of collaboration and efficient coordination.</p>	<p>Improved Business Environment: The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.</p>
<p>Improved customer service: Providing the capability to support and enable a new 'customer service model' that will improve customer service and business performance.</p>	<p>Reduction in OPEX: The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new 'customer service model'.</p>
<p>Improved efficiency and sustainability: Providing opportunities for 'day of operations' role re-design and consolidation.</p>	<p>Reduction in OPEX: enabled by new systems, process improvements and colocation.</p>

- 1.8 This PIPP sets out the scope of the Services and Deliverables that the Contractor will supply in respect of Detailed Design for Release 1 and Release 2, build, test and deployment of Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3.

2. Overview of Scope of Work and Project Delivery Model

2.1. Phased Approach

- 2.1.1. The Project shall be delivered as a multi-release project comprising the following releases:

- a) **Release 1:** REM IMS implemented as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Frequentis, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 1 will be when Release 1 achieves 45 days of Clear Running in the Production Environment.
- b) **Release 2:** CIMS implemented separately as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Thales, as well as

customised TIBCO middleware delivered by the Contractor. The AAD for Release 2 will be when Release 2 achieves 45 days of Clear Running in the Production Environment.

- c) **Release 3:** The integration of the System into the Customer Environment. This entails the provision of upgraded Licensed Software by the Key Contractors, as well as additional customisation of TIBCO middleware delivered by the Contractor. Release 3 involves the implementation of the System. The AAD for Release 3 will be when Release 3 achieves 45 days of Clear Running in the Production Environment.
- d) **Release 4:** The deployment of the System into the Site, being the Rail Operations Centre in Alexandria, NSW, Australia or such other location as specified by the Customer to the Contractor in writing.

2.1.2. As at the date Change Request 5 is executed by the Parties, this Customer Contract is for Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3. The Parties acknowledge and agree that further scope for the Detailed Design for Release 3 and the subsequent implementation of Release 3 shall be incorporated into this Customer Contract by way of a Change Request once the scope for implementation of Release 3 has been agreed.

2.1.3. Included in the initial three releases will be the following activities and phases:

- a) **Detailed Design:** The creation of Detailed Design Phase Deliverables by the Contractor and deliverables created by Key Contractors in conjunction with the Customer to ensure that the design for the ROC Technology Solution is approved by the Customer and ready for the Build Phase as set out in section 5 of this PIPP.
- b) **Build Phase:** comprising the Configuration and Customisation of the Licensed Software by the Key Contractors as set out in section 6 of this PIPP. This phase additionally involves customisation of the TIBCO middleware by the Contractor.
- c) **Data Management Phase:** which is a subset of the Build Phase and comprises the identification, profiling and configuration of data required to enable the Licensed Software to achieve full functionality and performance as set out in section 7 of this PIPP.
- d) **Testing Phase:** comprising testing performed by the Key Contractors at the Key Contractors' sites, as well as testing performed by the Key Contractors, Contractor and Customer at the Site as set out in section 8 of this PIPP.
- e) **Release and Deployment Phase:** comprising all necessary activities required to install the Licensed Software into the Customer's Production Environment as set out in section 9 of this PIPP.
- f) **Program Maintenance:** comprising interim support of REM IMS and CIMS until Maintenance and Support commences for Release 3 as set out in section 10 of this PIPP.
- g) **Transition to Maintenance and Support:** comprising all activities required to formally hand over the ROC Technology Solution into the Customer's "Business as Usual" function as set out in section 11 of this PIPP.
- h) **Maintenance and Support:** Maintenance and Support for each Application for each Release will commence when AAD is achieved for the System for that Release. Maintenance and Support is out of scope for this Customer Contract and if required will be the subject of a separate contract.

2.2. Contractor's obligations

2.2.1. The Contractor must:

- a) supply the Services and Deliverables described in this PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor; and
- b) perform all other services, functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this PIPP; or

- ii. reasonably required for the supply of the Services and Deliverables described in this PIPP.

2.3. Additional Documentation requirements

- 2.3.1. If at any time the correction of Defects or faults in any Deliverables necessitates an amendment to the Documentation, the Contractor shall supply such number of copies of the amended Documentation (or the amendments to the Documentation) to the Customer as is necessary to update the Customer's existing Documentation within 90 days of the correction or within a shorter period reasonably specified by the Customer if in all the circumstances the Customer requires copies of those amendments within that shorter period. This obligation to provide amended Documentation applies even if the Customer has previously approved the relevant Document Deliverable in accordance with clause 10 of the Customer Contract (as amended by the Additional Conditions).

3. Delineation of Responsibilities

3.1. Role of the Customer

- 3.1.1. The Customer is responsible for:

- a) ultimate authority and responsibility for the Project;
- b) managing the provision of CSI (and any associated support) as set out in Item 22 of the General Order Form and section 16 of this PIPP;
- c) provision of all hardware required to support the ROC Technology Solution;
- d) approving all Deliverables listed in this PIPP;
- e) setting up and managing overall program support functions covering planning, tracking, reporting, quality management and internal communication in respect of the Project;
- f) establishing standards, tools and procedures for use on the Project, including issue, risk, change and information management;
- g) entering into contracts with Key Contractors that are necessary to enable the Contractor to discharge its obligations;
- h) monitoring of, and responding to, issues at the program level;
- i) driving and managing change through the Customer organisation;
- j) managing interdependencies (if any) with other Customer projects;
- k) resolving issues escalated to the Customer by the Contractor;
- l) making key organisation/commercial decisions for the Project;
- m) documentation and analysis of current and future state business processes;
- n) definition and approval of Customer business requirements;
- o) overall management and co-ordination of the Project; and
- p) management of contractual relationships with Key Contractors.

3.2. Role of the Contractor

- 3.2.1. The Contractor is responsible for:

- a) setting up and managing project management functions covering planning, tracking, reporting, quality management and internal communication;
- b) producing consolidated reporting to the Customer, including milestone summary, key issues, risks, and summary of effort incurred;
- c) ensuring that the Key Contractors perform the required services in accordance with the Key Contractor PIPP(s);
- d) ensuring that Key Contractor deliverables are delivered in accordance with the Key Contractor PIPP(s);
- e) making effective use of Key Contractor resources within the approved budget;
- f) proactively developing a collaborative relationship with the Customer;

- g) ensuring that there are clear communication paths between the project team, the Customer and Key Contractors;
- h) acting as main point of contact between the Key Contractors and the Customer for non-commercial issues;
- i) day to day management of Contractor staff assigned to the Project;
- j) quality assurance of the work of Contractor Personnel assigned to the Project;
- k) tracking performance of Contractor Personnel and taking any appropriate action as required;
- l) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- m) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- n) assisting with the production of user documentation; and
- o) working with the Customer to define development requirements and priorities.

3.3. Role of the Key Contractors

3.3.1. The Key Contractors are responsible for:

- a) security management and license control in respect of the Licensed Software;
- b) initial set up of security rights and access permissions of the Licensed Software;
- c) assisting with the production of user documentation, as required;
- d) assisting with testing post-SAT such as defect triage, defect resolution, reporting, etc;
- e) day to day management of Key Contractor Personnel assigned to the Project;
- f) quality assuring the work of Key Contractor Personnel assigned to the Project;
- g) tracking performance of Key Contractor Personnel and taking appropriate action;
- h) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- i) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- j) working with the Customer and Contractor to define development requirements and priorities; and
- k) working collaboratively with the Contractor to identify ways and methods of working to ensure delivery success with a focus on project outcomes rather than outputs.

4. Definitions

Capitalised terms which are not defined in this PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in [Appendix G](#)~~Appendix G~~.

AAD means Actual Acceptance Date. AAD for each Release is when the System (for that Release) achieves 45 consecutive days of Clear Running, as further specified for each Release in section 2.1.1 of this PIPP.

APIS CIMS means the CIMS application provided by Thales.

Build Phase means the phase described in Section 6 of this PIPP.

CIMS means the Customer Information Management System.

Clear Running means the System achieving uninterrupted performance in the Production Environment without a Severity 1 or Severity 2 Defect (as defined in ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document attached in [Appendix H](#)~~Appendix H~~) arising.

Configuration and Customisation means the activities to be undertaken during the Build Phase, as described in section 6 of this PIPP.

COTS means commercial off the shelf software.

Cross Stream Testing has the meaning as defined in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in [Appendix H](#) Testing Baseline of this PIPP.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Data Configuration means manipulation of the customer data into an appropriate format to meet the requirements set out in section 7 of this PIPP and the successful insertion of the data into the System.

Data Configuration Team has the meaning given to it in section 7 of this PIPP.

Data Management Phase means the activities described in section 7 of this PIPP.

Data Profiling means the activities described in section 7 of this PIPP.

Data Profiling Team has the meaning given to it in section 7 of this PIPP.

Defect Severity Definitions means the definitions set out in section 8.3.

Deployment Phase means the phase described in section 9 of this PIPP.

Detailed Design has the meaning given to it in section 2.1.3.

Detailed Design Documents means:

- a) each document that is developed by the Contractor as part of the High Level Solution Design Phase and the Detailed Design Phase and accepted by the Customer; and
- b) the detailed functional specifications and technical specifications for the System developed by the Contractor during the Build and Test Phases and accepted by the Customer.

The Detailed Design Documents set out the overall -scope of the Releases under this PIPP as updated or replaced from time to time in accordance with this PIPP or otherwise in accordance with the Customer Contract.

Detailed Design Phase means each of Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 5A.5 of this PIPP.

Detailed Test Plan means the plan described in section 8.3 of this PIPP.

DMC means Data Management Client; the REM thick client for configuration management supplied by the Contractor.

DTBRS means the Detailed Technology Business Requirements Specification developed by the Customer during the Detailed Design Phase.

DTTS means the Day of Operations Timetable System.

ECI Contract means the Early Contractor Involvement Contract for the High Level Solution Design Phase that was entered into by the Parties on or about 24 December 2014.

EMC means Emergency Management Client.

ERD means Entity Relationship Diagram.

ERM means Enterprise Release Management.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this PIPP.

Existing Systems means the impacted Customer's systems that existed prior to the ROC Technology Solution.

Frequentis means Frequentis Australasia Pty Ltd ABN 25 107 550 489.

Go Live for a Release means when that Release has been deployed into the Production Environment, is ready for operational use and is put into operation and use.

Governance Model means the governance model set out in [Appendix I](#) ~~Appendix I~~ of this PIPP.

High Level Solution Design Phase means the phase undertaken during the ECI Contract from which, amongst other Deliverables, the High Level Detail Design and BAFO were provided to the Customer by the Key Contractors.

HP ALM means Hewlett Packard Application Lifecycle Management.

IMS means the Incident Management System.

Implementation Phase means the Build Phase, Data Management Phase, Testing Phase and Release and Deployment Phase.

Initial Requirements for each Release means the Customer's requirements for that Release set out in the document referred to in [Appendix A](#) ~~Appendix A~~ of this PIPP (i.e. the High Level Business Requirements document), which set out the Customer's Requirements for the Detailed Design Phase for that Release.

Interface means each interface between each Application and each other Application, and each interface between the Applications and the Customer Environment, including:

- a) for Release 1, each interface between REM IMS and the Customer Environment and other Applications (as applicable); and
- b) for Release 2, each interface between APIS CIMS and the Customer Environment and the other Applications (as applicable),

unless specified otherwise and as detailed in the SAD and the Interface Specifications.

Interface Documentation means a description of each Interface, such as SIRI and Notification Interface, including XML schema definition where applicable detailed in the SAD and the Interface Specifications.

Issues Register has the meaning given to that term in section 15.4 of this PIPP.

Key Contractor has the meaning given in clause 5.1 of the Additional Conditions (summarised for current purposes in section 1.3 of this PIPP).

Load and Performance Test Phase has the meaning given to it in section 8.5 of this PIPP.

Load and Performance Testing has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" set out in [Appendix H](#) (Testing Baseline) of this PIPP.

Maintenance and Support Phase means the phase covering the maintenance of the Solution as defined in section 2.1.3.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Master Test Plan has the meaning given to that term in section 8.3 of this PIPP.

Network Master Data means the Customer's physical network (including points and signals).

Operational Acceptance Test (OAT) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Operational Acceptance Testing (OAT) has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" document set out in [Appendix H](#) (Testing Baseline) of this PIPP.

Product means the Licensed Software provided by the Key Contractors.

PROD means Production Environment.

Production Environment means the environment where the Customer operates the IMS, CIMS and DTTS for its intended purpose.

Program Maintenance means the phase described in section 10 of this PIPP.

Project has the same meaning given to that term in section 1 of this PIPP.

Project Preparation Phase means the activities to be performed by the Contractor prior to initiating the Detailed Design (Release 1) Phase.

Project Schedule means the Project Schedule jointly developed by the Customer, the Contractor and Key Contractors detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in [Appendix C](#) (Appendix-C).

Quintiq means Quintiq Pty Ltd.

Release 1 has the meaning given to it in section 2.1.

Release 2 has the meaning given to it in section 2.1.

Release 3 has the meaning given to it in section 2.1.

Release and Deployment Phase means the phase described in section 9 of this PIPP.

REM IMS means the Railway Emergency Management application provided by Frequentis, including REM Mobile.

REM 2016.R1 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2016.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Data Model means a description of the REM data model in the form of an ERD.

REM Mobile means REM Mobile 2016.R1 and REM Mobile 2016.R2 and any future versions of this software product that Frequentis may make available to the Customer from time to time.

REM Mobile 2016.R1 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Mobile 2016.R2 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

Requirements means:

- a) for the Detailed Design Phase for each Release, the Initial Requirements for that Release; and
- b) for the Implementation Phase for each Release, the Updated Requirements for that Release.

Risk Management Plan means the plan described and set out in [Appendix D](#)~~Appendix D~~ of this PIPP.

ROC means the Rail Operations Centre.

ROC Technology Solution means the Day of Operations Timetable System, Incident Management System, Customer Information Management System and TIBCO middleware integrated into the Customer's Environment in accordance with the Customer's requirements.

SAD means the Solution Architecture Design document for each Release as included in the Detailed Design Documents for that Release.

SAT means system acceptance test for each Release as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in [Appendix H](#)~~Appendix H~~ (Testing Baseline) of this PIPP for each Release.

SAT Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security and Penetration Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in [Appendix H](#)~~Appendix H~~ (Testing Baseline) of this PIPP.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

SIT Test Phase has the meaning given to it in section 8.5 of this PIPP.

System means:

- a) the REM IMS;
- b) the APIS CIMS;

- c) the DTTS; and
- d) the TIBCO interfaces developed by the Contractor, as customised and configured in accordance with the Customer's Requirements,

as developed, implemented and integrated on the Customer's Environment for the purposes of the Project.

Systems Integration Testing (SIT) has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in [Appendix H](#) (Testing Baseline) of this PIPP.

System Test Plan has the meaning given to it in section 8.3.

System Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in [Appendix H](#) Testing Baseline of this PIPP.

TEMS means Technical Environment Management Strategy.

Test Cases has the meaning given to it in section 8.3.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Management Services has the meaning given to it in section 8.3.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

Test Reporting means the ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

Testing Phase means the phase described in section 8 of this PIPP.

Testing Services has the meaning given to it in section 8.5 of this PIPP.

Thales means Thales Australia Limited.

TIBCO means *The Information Bus Company's* middleware product that provides integration, analytics and event information processing.

TMT means 'Test Management Tool'.

TOM means 'Test Objective Matrix' as defined in section 8.3.

TSR means 'Test Summary Report' as described in section 8.3 of this PIPP.

UAT (Project) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Unit /System Testing Phase has the meaning given to it in section 8.5 of this PIPP.

Updated Requirements for each Release means the Customer's Initial Requirements for that Release as they are further detailed and updated during the Detailed Design Phase for that Release in the Detailed Technology Business Requirements Specification document for that

Release. The Updated Requirements for each Release set out the Customer's requirements for the Implementation Phase for that Release.

UPMP means Updated Project Management Plan as described in section 5B.4.1 of this PIPP.

Unit Testing (UT) has the meaning defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in [Appendix H](#)Appendix H (Testing Baseline) of this PIPP.

Validation means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled.

Verification means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled and meets the intended outcome.

Web Portal means the REM thin client for read only incident investigations, audit log viewer and standby client.

5. Detailed Design (Release 1 & 2) Phase

5.1. Overview

- 5.1.1. The purpose of the Detailed Design (Release 1 & Release 2) Phase is to develop the Detailed Design Documents for Release 1 and Release 2 and confirming that the Detailed Design meets all of the Requirements.
- 5.1.2. The Customer is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design.
- 5.1.3. In addition to the responsibilities set out in section 3.2 of this PIPP, the Contractor must ensure that:
 - a) all of the Services that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in section 5.3) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in sections 5.4 and 5.5) are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule.

5.2. Entry Criteria

- 5.2.1. The Entry Criteria for each of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are specified in the table below:

#	Criterion	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3. Detailed Design Services

- 5.3.1. The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1 & Release 2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer (or its nominee), including: <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensuring all required Contractor Personnel are present at the meeting(s); chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer, the Key Contractors and all relevant Customer stakeholders: <ol style="list-style-type: none"> to clarify the Requirements and validate those Requirements; to identify any changes to those Requirements; and to prepare the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
4.	Develop the Detailed Design Documents for the System for Release 1 & Release 2.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Detailed Design (Release 1 & Release 2) Phase and how the Key Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of Release 1 & Release 2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Key Contractors and all relevant Customer stakeholders to identify and agree on risks to Release 1 & Release 2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (Release 1 & Release 2) Phase.
8.	Do all things necessary (using the standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractors to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5.4 of this PIPP and as otherwise directed by the Customer.

5.3.2. The Contractor must supply the Services which are part of the Detailed Design (Release 1 & Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4. Release 1 Detailed Design Deliverables

5.4.1. The Contractor is responsible for the Deliverables set out in this section 5.4 with appropriate input from the Key Contractors (refer to [Appendix F](#) ~~Appendix F~~ for allocation of accountabilities).

5.4.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.

5.4.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.

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5.4.4. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase. The approval of each Deliverable will be the responsibility of the Customer.

5.4.5. The Parties acknowledge and agree the Detailed Design (Release 1) Phase Deliverables marked “Closed” in the table below were received and have been and accepted by the Customer as at the date of Change Request 4.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 1 Architecture Specification	<p>The Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Solution Design and should contain the following:</p> <ul style="list-style-type: none"> a) Introduction: <ul style="list-style-type: none"> i. document overview; ii. document inputs; and iii. phase scope. b) Systems architecture: <ul style="list-style-type: none"> i. high level conceptual overview; ii. level 2 business processes; iii. application usage view; iv. system integration view; v. application structure view; vi. information architecture (including reference data requirements); vii. infrastructure usage view; viii. implementation and deployment view; and ix. manual integration. c) Rationale and justification for detailed design architectural approach: <ul style="list-style-type: none"> i. rationale; ii. architecture risks; iii. architecture issues; iv. architecture constraints; v. architecture assumptions; vi. architecture decisions; and vii. architecture dependencies. 	The Customer	Closed
3.	Release 1 Functional Specification	The Release 1 Functional Specification defines the System’s required capabilities, appearance and interaction with users. The functional specification will be used to validate that REM IMS meets the Detailed	The Customer	Closed

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		<p>Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 		
4.	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems in the Customer Environment. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each interface.</p>	The Customer	Closed

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6.	Project Communications Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 	The Customer	Closed
7.	Release 1 Data Management Plan	<p>The Release 1 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, with other Customer systems, and effective and efficient system integration of REM IMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 1 Data Technical Analysis Outputs (DTAO)	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <p>1 For each type of reference data and master data used by REM IMS (as appropriate):</p> <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems <p>2 For each type of master or reference data requested by REM IMS from other Customer systems:</p> <ul style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each 	The Customer	Closed

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		<ul style="list-style-type: none"> message; and c) how those business rules are enforced; <p>3 For each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ul style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the System, including, at a minimum:</p> <ul style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ul style="list-style-type: none"> i.releases; ii.system Verification and Validation; iii.system change management; iv.release and deployment management; and v.change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/ function or decommission an old system/process/function. 	The Customer	Closed

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10.	Release 1 Technology Implementation Plan (Template)	<p>The Release 1 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase and will provide a detailed plan and schedule of activities to deploy the Solution into the Environment. It must address training, development of, and installation of the REM IMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
11.	Technology Test Strategy	<ul style="list-style-type: none"> a) The Technology Test Strategy refers to the program test framework and includes: b) Introduction – Describing the purpose and objectives of the testing; c) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; d) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; e) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; f) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; g) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); h) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); i) Document revision and history; and j) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build Phase to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The UPMP must specify, as a minimum,</p>	The Customer	Closed

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		<p>the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and Deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture and phase approach; ii.organisation change management; and iii.delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the deliverables and respective obligations of the Contractor; the Key Contractor and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F Appendix E.</p>	The Customer	Closed
14.	Updated Release 1 Product Gap Analysis	<p>The Updated Release 1 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 1) Phase. The Updated Release 1 Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 1 System Test Plan (Draft to be finalised in Release 1 Build)	<ul style="list-style-type: none"> a) The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include: b) test plan identifier; c) references; d) introduction; e) test objectives; f) test items; g) software risk issues; h) features to be tested and traceability; i) features not to be tested and reasons; j) approach including the use of stubs, simulators etc; k) item pass/fail criteria (if different from strategy); l) suspension criteria and resumption requirements (if different from strategy); 	The Customer	Closed

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		<ul style="list-style-type: none"> m) test deliverables; n) environmental needs; o) staffing and training needs (if different from strategy); p) responsibilities; q) schedule of tasks and assigned staff; r) planning risks and contingencies; s) approvals; and t) glossary. 		
16.	Updated Release 1 Requirements Traceability Matrix	<p>The Updated Release 1 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and/or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. 	The Customer	Closed

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		<p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (Note: refer to assumption related to baseline dimensions):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical 	The Customer	Closed

		<p>work environment including technology and information systems, overall layout, location and human factors.</p> <p>f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 1.</p>		
21.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Release 1 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.4.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.5. Release 2 Detailed Design Deliverables

5.5.1. The Contractor is responsible for the following Deliverables with appropriate input from the Key Contractor (refer to [Appendix F](#) ~~Appendix F~~ for allocation of accountabilities and responsibilities).

5.5.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 2) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Key Contractor during the High Level Solution Design Phase.

5.5.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.

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5.5.4. The Contractor must, in collaboration with the all relevant Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 2) Phase. The approval of each Deliverable will be the responsibility of the Customer.

5.5.5. The Parties acknowledge and agree that the Detailed Design (Release 2) Phase Deliverables marked “Closed” in the table below were received and accepted by the Customer as at the date of Change Request 5.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 2 Architecture Specification	<p>The Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The Release 2 Architecture Specification will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ul style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. <p>Systems architecture:</p> <ul style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. <p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer	Closed
3.	Release 2 Functional Specification	The Release 2 Functional Specification defines the System’s required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase. Functional specifications relate to the	The Customer	Closed

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		<p>following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 		
4.	Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 2 Integration Specification	<p>The Release 2 Integration Specification describes the high level integration points between the APIS CIMS and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each Interface.</p>	The Customer	Closed
6.	ROC Technology Vendor Communications Plan for Release 2	<p>The ROC Technology Vendor Communications Plan for Release 2 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed</p>	The Customer	Closed

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		<p>about relevant project development.</p> <p>The Project Communications Plan for Release 2 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 		
7.	Release 2 Data Management Plan	<p>The Release 2 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within APIS CIMS, with other Customer systems, and effective and efficient system integration of APIS CIMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within APIS CIMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 2 Data Technical Analysis Outputs (DTAO)	<p>Release 2 Data Technical Analysis. Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <p>1. For each type of reference data and master data used by APIS CIMS (as appropriate):</p> <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in APIS CIMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether APIS CIMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems <p>2. For each type of master or reference data requested by APIS CIMS from other Customer systems:</p> <ul style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; <p>3. For each type of transactional data flowing between APIS CIMS and another system (in either direction):</p> <ul style="list-style-type: none"> a) the source and target systems; 	The Customer	Closed

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		<ul style="list-style-type: none"> b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 2 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ul style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ul style="list-style-type: none"> i.releases; ii.system Verification and Validation; iii.system change management; iv.release and deployment management; and v.change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones; f) Verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommission an old system/process/function. 	The Customer	Closed

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10.	Release 2 Technology Implementation Plan (Template)	<p>The Release 2 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the Solution into the Customer Environment. It must address training, development of, and installation of the APIS CIMS into the Customer Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer	Closed
11.	ROC Technology Test Strategy	<p>The ROC Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision and history; and i) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the Project Management Plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; 	The Customer	Closed

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		<ul style="list-style-type: none"> b) project overview; c) scope and deliverables; d) solution approach, including: <ul style="list-style-type: none"> i. architecture and phase approach; ii. organisation change management; and iii. delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the Deliverables and respective obligations of the Contractor, the Key Contractors and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Release 2 Product Gap Analysis	<p>The Release 2 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 2) Phase. The Updated Release 2 Product Gap Analysis Deliverable specifies the gaps between Release 2 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	<p>The Release 2 Master Test Plan Draft describes how the testing will be delivered for the Release 2 Test phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); 	The Customer	Closed

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		<ul style="list-style-type: none"> o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 		
16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 2 level 4 processes that will be required based on the</p>	The Customer	Closed

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		<p>out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 2)	<p>The Change Impact Analysis will describe the change impact on Release 2 related activities in the following dimensions (Note: updated assumptions section):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC. g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work 	The Customer	Closed

		<p>responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 2.</p>		
21.	Release 2 Training Needs Analysis	<p>The Release 2 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 2 solution. The Release 2 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.5.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.6. Exit Criteria for Detailed Design (Release 1 & Release 2) Phase

5.6.1. The Exit Criteria for each of Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are:

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables for the relevant phase	The Customer has accepted the Detailed Design Deliverables set out in sections 5.4 and 5.5 of this PIPP (as applicable).

5A Interim Detailed Design (Release 3) Phase for DTTS only

5A.1 Overview and purpose of Interim Detailed Design (Release 3) Phase

5A.1.1 The purpose of the Interim Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for the Release 3 for DTTS only (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution).

5A.1.2 The purpose of the full Detailed Design (Release 3) Phase will be to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for Release 3. It is anticipated that the full Detailed Design (Release 3) Phase (i.e. for Release 3 for the entire System) will commence under a Change Request, which the Parties expect to execute in due course.

5A.2 Services under the Interim Detailed Design (Release 3) Phase

5A.2.1 The Contractor must provide:

- a) the Services described in section 5A.4 for DTTS; and
- b) the Deliverables described in section 5A.5.

5A.2.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Detailed Design (Release 3) Phase (as specified in section 5A.4) are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Interim Detailed Design (Release 3) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5A.3 Entry Criteria

5A.3.1 There are no Entry Criteria for the Interim Detailed Design (Release 3) Phase and the phase will commence in parallel to other work being undertaken by the Contractor.

5A.4 Services under Interim Detailed Design (Release 3) Phase

5A.4.1 The Contractor is responsible for the following Services with appropriate input from the DTTS Contractor (refer to [Appendix F](#) ~~Appendix F~~ for allocation of accountabilities and responsibilities):

#	Description
1.	Implement and perform all the Interim Detailed Design (Release 3) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none">a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place;b. ensuring all required Contractor Personnel are present at the meeting(s);c. chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s);d. developing agenda for socialisation with participants; ande. producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ol style="list-style-type: none">a. to clarify the Requirements and validate those Requirements;b. to identify any changes to those Requirements; andc. to prepare the documents required as part of the Interim Detailed Design (Release 3) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Interim Detailed Design (Release 3) Phase.

#	Description
4.	Develop the Detailed Design Documents for DTTS for Release 3.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Interim Detailed Design (Release 3) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of Release 3 for DTTS to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to Release 3 for DTTS.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Interim Detailed Design (Release 3) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the DTTS Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5A.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5A.5 of this PIPP and as otherwise directed by the Customer.

5A.5 Detailed Design (Release 3) Phase Deliverables

5A.5.1 For Release 3, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to [Appendix F](#) ~~Appendix F~~ for allocation of accountabilities and responsibilities).

5A.5.2 During the Interim Detailed Design (Release 3) Phase, the Contractor will commence the production of the following Deliverables in respect of DTTS only. It is anticipated that the Contractor will complete the production of the full suite of Deliverables for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to a Change Request which the parties expect to execute in due course.

5A.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description
Technology Deliverables		
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Key Contractors and Contractor during the Detailed Design (Release 3) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.
2.	Release 3 Architecture Specification	The Release 3 Architecture Specification must describe the Release 3 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.
3.	Release 3 Functional Specification	The Release 3 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements

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		(DTBRS) that shall be developed by the Customer during the Detailed Design Phase.
4.	Release 3 Non-Functional Design	The Release 3 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Systems Integrator during the Detailed Design (Release 3) Phase.
5.	Release 3 Integration Specification	The Release 3 Integration Specification describes the high level integration points between COTS product and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.
6.	ROC Technology Vendor Communication Plan	The Project Communications Plan for Release 3 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.
7.	Release 3 Data Management Plan	The Release 3 Data Management Plan document defines: <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within the Applications, with other Customer systems, and effective and efficient system integration of the Applications with other systems in the Customer Environment; and b. a high-level approach to management of all data within the Applications which aligns with the approach outlined in the SAD.
8.	Release 3 Data Technical Analysis Outputs	Release 3 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a. Data Requirement Classifications (Master Data, Migration Data, BI data); b. Data Migration Requirements and Rules; and c. Data quality definition (at data attribute levels). d. for each type of reference data and Master Data used by the Applications (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in the Applications; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether the Applications can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems
9.	Updated Technology Implementation Strategy	The Updated Technology Implementation Strategy shall be baselined against the Technology

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		Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 3 program agreed between the Parties.
10.	Release 3 Technology Implementation Plan (Template)	The Release 3 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 3.
11.	Updated ROC Technology Test Strategy	<p>The Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d. Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management; e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h. Document revision and history; and i. Approvals.
12.	Updated Project Management Plan	The Updated Project Management Plan (UPMP) shall be based on the project management plan submitted by the Systems Integrator during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Systems Integrator during the Detailed Design (Release 3) Phase.
13.	RACI	The RACI must detail the deliverables and respective obligations of the Systems Integrator, the Contractor, Key Contractors and the Customer.
14.	Release 3 Product Gap Analysis	The Updated Release 3 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Systems Integrator /Key Contractors (as applicable) during the Detailed Design (Release 3) Phase.
15.	Release 3 Master Test Plan Draft	The Release 3 Master Test Plan describes how the testing will be delivered for the Release 3 System Test phase.

16.	Requirements Traceability Matrix updated for Release 3	The Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.
17.	Technology Environment Management Strategy	The Technology Environment Management Strategy details the process for managing end to end environments.
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the Key Contractors.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a. future state levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>
19.	Draft recommended ROC organisational structure	The draft recommended ROC organisation structure must conform to best practice.

20.	Change Impact Analysis (Release 3)	The Change Impact Analysis will describe the change impact on Release 3 related activities.
21.	Release 3 Training Needs Analysis	The Release 3 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 3 solution.

5A.6 Exit Criteria (Release 3)

5A.6.1 There are no Exit Criteria specifically for Interim Detailed Design (Release 3) Phase as work on the Deliverables will continue in the full Detailed Design (Release 3) Phase.

5A.7 Cost of the Detailed Design (Release 3) Phase

5A.7.1 The Customer and the Contractor acknowledge and agree:

- a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had previously not been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) the Parties will negotiate in good faith to agree the cost of the full Detailed Design (Release 3) Phase (less any amount payable for Interim Detailed Design (Release 3) Phase) pursuant to a Change Request, which the Parties expect to execute in due course.

5B Interim Implementation (Release 1) Phase

5B.1 Overview and purpose of Interim Implementation (Release 1) Phase

5B.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.R1) into the Environment. The Interim Implementation (Release 1) Phase will start on 2 November 2015.

5B.1.2 The Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production.

5B.1.3 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

5B.2 Entry Criteria

5B.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
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#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer's sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

5B.3 Services

5B.3.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 5B.4 and as otherwise directed by the Customer.

5B.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5B.4 Deliverables

5B.4.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver
Documentation Deliverables			
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer

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#	Deliverable	Description	Approver
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
6.	Updated Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a) Data Requirement Classifications (Master data, Migration Data, BI data); b) Data Migration Requirements; and c) Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of MDM source for that data e) the volatility of that data; f) data translations (if any) required to integrate with existing Customer systems. 2. for each type of master or reference data requested by REM IMS from other Customer systems: <ul style="list-style-type: none"> a) what data is required in the request and response messages b) the business rules governing each message c) how those business rules are enforced 3. for each type of transactional data flowing between REM IMS and another system (in either direction): <ul style="list-style-type: none"> a) the source and target systems b) the message type and message header type c) any encryption, security or certification considerations d) the methods used to handle non-compliant data in the source system e) any record selection filters required f) any record level transformations required. 	The Customer
7.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
8.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
9.	Deployment & Implementation Plan	Document describing the process, tasks and responsibilities for controlled movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.	The Customer
Technical Deliverables			
1.	TIBCO Release 1	Planning for TIBCO configuration to deliver REM IMS functionality as well as Legacy - REM IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer
2.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer

5B.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5B.4.3 The Contractor acknowledges and agrees:

- a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) without limiting clause 23 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Implementation Phase accordingly.

6. Build Phase (Release 1 & Release 2)

6.1. Overview

6A.1.1 The Parties acknowledge that the Build Phase for Release 1 commenced under the Interim Implementation (Release 1) Phase. For clarity the scope of the Build Phase (including certain activities undertaken under the Interim Implementation (Release 1) Phase) are detailed in full in this section 6. The Build Phase for Release 2 was incorporated within the scope of this Customer Contract pursuant to Change Request 5. The Parties acknowledge and agree that:

- a) certain Deliverables and Services originally contemplated by the Parties as being comprised within the scope of the Customer Contract, the charges for which were included in the Contractor's BAFO submission of 20 March 2015 ("BAFO"), have been bought forward in whole or in part within the scope of this Customer Contract; and
- b) the BAFO is no longer wholly reflective of the revised scope of the ROC Technology Solution, due to the increased quantity of certain Deliverables and changes to the ROC Technology Solution delivery approach and schedule.

6.1.2. The purpose of the Build Phase is to:

- a) configure the TIBCO middleware to enable integration of the Applications into the Customer Environment;
- b) in collaboration with the Key Contractors, customise the Licensed Software to interface with the TIBCO middleware; and
- c) configure and customise the System to fulfil the requirements specified in the Requirements.

6.1.3. For the Build Phase, Release 1 is planned to Go Live as a part of the Customer's Enterprise Release Management (ERM) Release 3, scheduled to have a technology only go live on 10 December 2016 (ERM Release 2016.3). The current roadmap indicates that REM 2016.R2 is the expected Application version for Release 1 due to be implemented as part of ERM Release 2016.3. If the Customer does not approve REM 2016.R2 rollout, the Customer may elect to roll back and implement Application version REM 2016.R1 as part of ERM Release 2016.3.

6.1.4. In addition to the responsibilities set out in section 3 of this PIPP, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

6.1.5. Subject to section 6.1.6, the Contractor must ensure that:

- a) all of the Services and Deliverables that it is obliged to supply and deliver under the Build Phase (as specified in sections 6.3, 6.4, 6.5 and 6.6) are supplied, delivered and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and

- c) all Deliverables that it is obliged to supply under the Build Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

6.1.6. The Parties acknowledge and agree that the Contractor is not obliged to undertake System Implementation Testing (SIT), User Acceptance Testing (UAT), Deployment or Post Implementation Verification (PIV) activities for Release 2 Implementation unless and until the Parties agree and confirm in writing the pricing for those activities.

6.2. Entry Criteria

6.2.1. The Entry Criteria for each of Build Phase (Release 1) and Build Phase (Release 2) are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release 1) Phase and (Release 2) Phase completed to necessary level to start the relevant Build Phase (i.e. Build Phase (Release 1) or Build Phase (Release 2))	<p>Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase or Detailed Design (Release 2) Phase (as applicable) have been supplied.</p> <p>The Customer has performed all Customer responsibilities and supplied all CSI required to be performed or supplied during the Detailed Design (Release 1) Phase or Detailed Design (Release 2) Phase (as applicable).</p>
2.	Technical Documents Approved for the relevant phase.	The Customer has accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or Detailed Design (Release 2) Phase or, in the Customer's sole and absolute discretion, those Deliverables are at the necessary level to start the Build Phase (Release 1) or Build Phase (Release 2).

6.3. Build Services

The Contractor must supply the following Services for the Build Phase (Release 1) and Build Phase (Release 2):

#	Service	Description
1.	TIBCO Interfaces	Develop TIBCO middleware interfaces to support the integration of the Applications with Existing Systems as defined in the Integration Specification and the Solution Architecture Document.
2.	Updates to Detailed Design Deliverables	The Detailed Design Documents that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and Detailed Design Phase.

6.4. Build Phase (Release 1) Deliverables

6.4.1. Updates to Detailed Design Deliverables

The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

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6.4.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 1). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Updated High Level Solution Design	The updated High Level Solution Design will reflect the design of the System developed during the Build Phase.	High Level Solution Design
2.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer
3.	Updated Release 1 Architecture Specification	The Updated Release 1 Architecture Specification will reflect the design of the "as built" system developed during the Build Phase (Release 1). It must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: 1. Introduction: a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies.	The Customer

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4.	Updated Release 1 Functional Specification	<p>The Updated Release 1 Functional Specification will reflect the design of the "as built" system developed during the Build Phase (Release 1), incorporating REM and REM Mobile. It defines the system's required capabilities, appearance and interaction with users. The Updated Release 1 Functional Specification will be used to validate that the solution for Release 1 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
5.	Updated Release 1 Non-Functional Design	<p>The updated Release 1 Non-Functional Design will reflect the design of the "as built" system developed during the Build Phase (Release 1). It must be updated to reflect any findings by the Contractor during the Build Phase (Release 1).</p> <p>The Updated Release 1 Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer
6.	Updated Release 1 Integration Specification	<p>The updated Release 1 Integration Specification will reflect the design of the "as built" system developed during the Build Phase (Release 1). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (Release 1).</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 1) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer

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7.	Updated Project Communications Plan for Release 1	The updated Project Communications Plan for Release 1 will reflect lessons learnt during Release 1, as well as revision in the approach to project communications agreed between the Parties during the Build Phase (Release 1).	The Customer
8.	Updated Release 1 Data Management Plan	The updated Release 1 Data Management Plan will reflect the design of the "as built" System developed during the Build Phase (Release 1).	The Customer
9.	Updated Release 1 Data Technical Analysis Outputs (DTAO)	The updated Release 1 Data Technical Analysis Output (DTAO) will reflect the "as built" System as defined during the Build Phase (Release 1).	The Customer
10.	Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The updated Technology Implementation Strategy will reflect the approach agreed between the Customer, Contractor and Key Contractor to implement REM IMS for Release 1. The document updated during the Build Phase (Release 1) must be updated to reflect the final agreed approach to implement the ROC Release 1 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. Releases; ii. System verification and validation; iii. System change management; iv. Release & deployment management; and v. Change implementation; c) summary of impacted system components; d) preliminary requirements for 'Go-Live'; e) implementation plan (start criteria, phases, timelines and critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer
11.	Updated Release 1 Technology Implementation Plan	<p>The Updated Release 1 Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase (Release 1) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer

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12.	Updated Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The Updated Technology Test Strategy will reflect the approach agreed between the Customer, Key Contractor and Contractor to implement REM IMS for Release 1 and the program test framework. The Updated Technology Test Strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability. assumptions, test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; release acceptance; acceptance criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document Revision & History; and i) Approvals. 	The Customer
13.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (Release 1).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
14.	Updated RACI	The updated RACI shall reflect additional Services and Deliverables identified for Release 1. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer

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15.	Updated Release 1 Product Gap Analysis	<p>The updated Release 1 Product GAP Analysis will reflect the design of the "as built" system developed during the Build Phase (Release 1).</p> <p>The Release 1 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Release 1 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 1 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in Release 1 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer's business. 	The Customer
16.	Updated Release 1 System Test Plan (which may become renamed as 'Release 1 Master Test Plan')	<p>The updated Release 1 System Test Plan describes how the testing will be delivered for the Release 1 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

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17.	Updated Release 1 Requirements Traceability Matrix	<p>The updated Release 1 Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (Release 1). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 1 Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
18.	Updated Technology Environment Management Strategy	<p>The updated Technology Environment Management Strategy will reflect the lessons learnt during Release 1, as well as any revision in the approach to environment management agreed between the Parties during the Build Phase.</p> <p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) Managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer

6.5. Build Phase (Release 2) Deliverables

6.5.1. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
1.	Interface Design Specification - one per Interface	<p>This detailed technical specification will describe the details relevant to the build such as:</p> <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	The Customer

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2.	Updated Release 2 Architecture Specification	<p>The Updated Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer
3.	Updated Release 2 Functional Specification	<p>The Release 2 Functional Specification developed during the Detailed Design (Release 2) Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the solution for Release 2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer

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4.	Updated Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>The Updated Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer
5.	Updated Release 2 Integration Specification	<p>The Release 2 Integration Specification developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document describes the high level integration points between the APIS CIMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications.</p> <p>The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 2) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated ROC Technology Vendor Communications Plan	<p>The Updated ROC Technology Vendor Communications Plan will reflect lessons learnt during Release 2, as well as revision in the approach to Project communications agreed between the Parties during the Build Phase (Release 2).</p>	The Customer
7.	Updated Release 2 Data Management Plan	<p>The Updated Release 2 Data Management Plan will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p>	The Customer
8.	Updated Release 2 Data Technical Analysis Outputs (DTAO)	<p>The Updated Data Technical Analysis Output (DTAO) will reflect the “as built” system as defined during the Build Phase (Release 2).</p>	The Customer

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9.	<p>Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The Implementation Strategy document developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document must reflect the final agreed approach to implement the ROC Release 2 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) Personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. releases; ii. system verification and validation; iii. system change management; iv. release & deployment management; and v. change implementation. c) summary of impacted system components; d) preliminary requirements for 'go-live'; e) implementation plan (start criteria, phases, timelines, critical path milestones; f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer
10.	<p>Updated Release 2 Technology Implementation Plan</p>	<p>The Updated Release 2 Technology Implementation Plan will be developed and agreed by the Parties based on the Draft Technology Implementation Plan developed during Detailed Design (Release 2) Phase. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the system into the relevant environment. It must address training, development of, and installation of the APIS CIMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer

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11.	Updated ROC Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The ROC Technology Test Strategy developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document is the program test framework aligned for Release 2 and subsequent ROC releases. The test strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability, assumptions, test risks and constraints; c) Approach – How will the testing be carried out: approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release acceptance; Acceptance Criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision & history; and i) Approvals. 	The Customer
12.	Updated Project Management Plan (UPMP)	<p>The Project Management Plan developed during the Detailed Design Phase may (if required) be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document should include any changes to the project management approach taken during the Detailed Design (Release 2) Phase.</p> <p>The Updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) Project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
13.	Updated RACI	The Updated RACI details the Deliverables and respective obligations of the Contractor, the Key Contractor and the Customer.	The Customer

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14.	Updated Release 2 Product Gap Analysis	<p>The Updated Release 2 Product GAP Analysis will reflect the design of the "as built" system developed during the Build Phase (Release 2).</p> <p>The Release 2 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 2 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the CIMS in Release 2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer's business. 	The Customer
15.	Updated Release 2 Master Test Plan	<p>The Updated Release 2 Master Test Plan describes how the testing will be delivered for the Release 2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the Requirements.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
17.	Updated Technology Environment Management Strategy	<p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) Booking and reserving test systems; b) Tracking environment changes; c) Managing environment contention; d) Code/Defect management (code promotion processes); e) Environment scheduling; f) Configuration tracking; g) Data Management (extracts, transforms loads); and h) Managing interdependent projects. 	The Customer

6.6. Exit Criteria

The Exit Criteria for each of the Build Phase (Release 1) and the Build Phase (Release 2) are:

#	Criteria	Description
1.	Environment	For each environment type (as described in the TEMS), the Customer has provisioned and set up the necessary environment to enable the relevant tests to commence.
2.	Licensed Software	The relevant Key Contractor has delivered the Licensed Software to the Customer accompanied by the Test Summary Report.
3.	COTS installation	The Key Contractor has installed the Licensed Software in the relevant Customer Environment for SAT (as described in the TEMS).
4.	Testing Criteria	The Parties have developed the testing plans and criteria relevant for the Test Phase.
5.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Build Phase and, to the extent that it is responsible, the Data Management Phase.
6.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.
7.	Data Base	The relevant Key Contractor has populated the Database with sufficient data to enable testing to commence (as determined by the Technology Test Strategy).

7. Release 1 Data Management Phase

7.1. Overview

The Parties acknowledge the importance of accurate and properly configured data to ensure the system for each Release achieves full functionality and performance. To give effect to this requirement

the Contractor shall provide all reasonable assistance to enable the Key Contractors and Customer to undertake the following activities.

7.1.1. The purpose of the Data Management Phase is to:

- a) identify data elements and screen display elements for each Release, taking into account any pre-requisite data imports; and
- b) configure the Applications to fulfil the requirements specified in the Requirements.

7.1.2. In addition to section 3.1, the Customer is responsible for confirming the “sources of truth” for each of the data elements required for the system.

7.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed; and
- b) all Deliverables that it is obliged to supply are supplied and are approved by the Customer (or its nominee) on or before the relevant date(s) specified in the Project Schedule.

7.1.4. The Release 1 Data Management Phase services run concurrent to the Build Phase (Release 1) and commenced during the Interim Implementation (Release 1) Phase of this Customer Contract under Module 7 on a time and materials basis.

- a) A full description of all work to be undertaken in respect of the Data Management Phase is set out in the Module 7 Order Form (including in the statements of work attached to that Module 7);
- b) ROC R1 Data Profiling Activity – Proposal for the Customer version 5.0 dated 19 January 2016 (Data Profiling SOW); and ROC REM Data Configuration Stage – Proposal for Sydney Trains version 3.0 dated 29 January 2016 (Data Configuration SOW),

the “**Data SOWs**”.

7.1.5. The Contractor must undertake and complete all Services and Deliverables set out in the Data SOWs as described in the Module 7 Order Form, in conjunction with the Key Contractor and the Customer.

7.1.6. Additional data analysis may be required for Release 2.

7.2. Entry Criteria

7.2.1. The Entry Criteria for the Data Management Phase are specified in the table below. As at the date of Change Request 5, these Entry Criteria have been satisfied.

#	Criterion	Description
1.	Data Profiling	<ul style="list-style-type: none"> a) The Customer has established the data profiling team consisting of the Customer’s and Contractor’s personnel to identify sources of data within the Customer Environment to enable IMS to achieve the Requirements (Data Profiling Team); and b) To the extent practicable, the Customer’s data repositories have been identified by the Customer and access granted to the Data Profiling Team.
2.	Configuration Requirements	The Customer has established a data configuration team consisting of the Customer’s, Key Contractor’s and Contractor’s personnel to configure the data compiled by the Data Profiling Team in order to ensure the data is in a format compatible with REM IMS to commence the configuration (Data Configuration Team).

7.3. Release 1 Data Management Phase Services

7.3.1. Release 1 Data Management Services

As described in the Module 7 Order Form (including the Data SOWs).

7.4. Release 2 Data Management Phase Services

7.4.1. Release 2 Data Management Services

There are currently no Release 2 Data Management Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Services for Release 2 on a time and materials basis under Module 7.

7.4.2. Release 2 Data Profiling Services

There are currently no Release 2 Data Profiling Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Services for Release 2 on a time and materials basis under Module 7.

7.4.3. Release 2 Data Configuration Services

There are currently no Release 2 Data Configuration Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Services for Release 2 on a time and materials basis under Module 7.

7.5. Release 1 Data Management Phase Deliverables

7.5.1. Release 1 Data Management Phase Deliverables

As described in the Module 7 Order Form (including the Data SOWs).

7.6. Release 2 Data Management Phase Deliverables

7.6.1. Release 2 Data Management Deliverables

There are currently no Release 2 Data Management Deliverables defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Deliverables for Release 2 on a time and materials basis under Module 7.

7.6.2. Release 2 Data Profiling Deliverables

There are currently no Release 2 Data Management Deliverables defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Deliverables for Release 2 on a time and materials basis under Module 7.

7.6.3. Release 2 Data Configuration Deliverables

There are currently no Release 2 Data Management Deliverables defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Deliverables for Release 2 on a time and materials basis under Module 7.

7.7. Exit Criteria

7.7.1. Exit Criteria for the Data Management Phase are:

#	Criterion	Description
1.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Data Management Phase.
2.	Configuration	The Licensed Software has been configured to the extent required by the

		Customer to enable the Parties to enter SAT, based on the Requirements.
3.	Database	The Contractor has populated the database with sufficient data to enable testing to commence.

8. Testing Phase (Release 1 & Release 2)

8.1. Overview

The Parties acknowledge the importance of Testing to ensure the System achieves full functionality and performance.

8.1.1. The purpose of the Testing Phase is to validate Release 1 and Release 2 to ensure the Requirements have been satisfied and that the solution for each Release is ready for release to the Customer and use on the Customer's network.

8.1.2. In addition to section 3.1, the Customer is responsible for governance activities for all Testing related to Release 1 and Release 2, including:

- a) management of third party suppliers (other than the Key Contractors);
- b) dispute resolution; and
- c) liaison with the test teams from other Customer programs/projects (as required).

8.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Testing Phase are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables;
- c) the Contractor witnesses that the Licensed Software has been successfully tested in the Customer's relevant environment for SAT;
- d) it provides appropriately skilled resources to assist the Customer during all other Test Phases contemplated in this section 8; and
- e) all Deliverables that it is obliged to supply under the Testing Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

8.2. Entry Criteria

The Entry Criteria for each testing phase within the Testing Phase is specified in the table below (each a **Test Phase**).

#	Criterion	Description
1.	Acceptance of Detailed Design	The Detailed Design Documents have been completed and a Detailed Design Phase Deliverables have been accepted by the Customer.
2.	Relevant environment is ready for testing	Acknowledgement by the relevant Key Contractor regarding the installation, configuration and data preparation of the relevant environment.
3.	Development of agreed criteria for Testing Phase to commence	<ol style="list-style-type: none"> a) Artefacts on which test planning and preparation are dependent upon have been approved, e.g. Requirements and Detailed Design Documents; b) Test planning and preparation artefacts have been approved and/or accepted by the Customer, e.g. Test Strategy, relevant DTP, relevant TOM, relevant test cases/scripts; c) Approved test cases have been loaded into the test management tool and testers have been granted the required level of access to the test management tool (HP ALM); d) Formal defect management and reporting process is established; e) Availability of Contractor, Customer and Key Contractor resources (as applicable) required to execute testing has been confirmed; f) Availability of Contractor and Key Contractor resources required to analyse

		<p>and resolve Defects has been confirmed;</p> <p>g) Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known Defects and workarounds;</p> <p>h) Correct version(s) of deployment package(s) have been deployed to the test environment(s);</p> <p>i) Test environments are available and in a fit state as confirmed by shakedown testing;</p> <p>j) Correct test environment access and credentials have been granted to testers;</p> <p>k) the Parties agree that test data of sufficient quality, quantity and diversity to enable testing is available (as required by the Technology Test Strategy); and</p> <p>l) Previous Testing Phase exit criteria have been met and where applicable the Test Summary Report (TSR) has been reviewed and approved by the Customer.</p>
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8.3. Testing definitions

The following terms have the following meanings relating to this section 8 (Testing Phase):

Term	Definition
Detailed Test Plan	<p>The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that the System will support the Requirements.</p>
Master Test Plan	<p>The document is an outcome of the planning process ensuring necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for each Release in order to develop an adequate assessment of quality for the ROC Technology Solution for a single production release.</p> <p>It is a plan of how end to end test activities will be delivered for each Release and how these are going to provide objective evidence that the Release 1 or Release 2 solution will support the Requirements.</p>
System Test Plan	<p>The System Test Plan is an outcome of the planning process during the Build Phase. It ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that each Release will support the Customer's Requirements.</p>
Test Cases	<p>A set of input values, execution preconditions, expected results and execution post-conditions, developed for a particular objective or test condition, such as to exercise a particular program path or to verify compliance with a specific requirement.</p> <p>The purpose of the test cases is to state how the testing will be implemented during testing and are based on the Test Objective Matrix (TOM).</p>
Test Management Services	<p>Test management for the in scope technology components and the in scope test phase will include; test scheduling, test planning, test execution management, defect management, test risk and issue management, and test reporting.</p>
Test Objective Matrix (TOM)	<p>The TOM is a table demonstrating proposed test coverage for the relevant Testing Phase. Test objectives state what is to be tested and are derived from the Requirements and will depend on the scope of the Testing Phase.</p>

Test Summary Report (TSR)	<p>The Test Summary Report provides a summary and evaluation of the relevant Testing Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results.</p> <p>In general the Test Summary Report must contain, but is not limited to:</p> <ul style="list-style-type: none"> a) executive summary; b) test coverage results: <ul style="list-style-type: none"> i. tests planned; ii. tests planned and not run; iii. deviations from the plan; and iv. tests executed and results; and c) Defect summary plus impact analysis of open Defects;
Test Execution Support	Provide Test Execution Support.

8.4. Defect Severity Definitions

- 8.4.1. The Defect Severity Definitions are set out in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework (Approved)* document described in [Appendix H](#) Appendix H Testing Baseline of this PIPP.

8.5. Testing Services

- 8.5.1. The Contractor must supply the following Services as part of the Testing Phase.

Each Test Phase listed in the "Service" column below is further described in the ROC Technology Test Strategy.

#	Test Phase	Service Description
1.	Unit / System Testing Phase for TIBCO and other interfaces	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.
2.	SAT Test Phase, Key Contractor COTS product	The Contractor will witness the execution of SAT by the relevant Key Contractor.
3.	SIT Test Phase	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.
4.	Load and Performance Test Phase	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.
5.	Operational Acceptance Test Phase (OAT)	<p>Test Execution Support.</p> <p>Note: Prior to the commencement of OAT, it will be confirmed which party will be undertaking the OAT. The Customer's application portfolio development team and possibly Customer hardware vendors may execute the testing.</p>
6.	Security Test Phase (including security and penetration testing)	<p>Test Execution Support.</p> <p>Note: The Customer will manage and execute this Test Phase.</p>
7.	UAT (Project) Test phase	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.

#	Test Phase	Service Description
8.	Cross Stream Testing (Note: Key Contractor and Contractor input is to be determined as this is a Customer responsibility).	Test Execution Support. Note: The Customer will execute the Cross Stream testing, however the Customer can, at its discretion engage the Contractor to provide additional Test Services for Cross Stream Testing under Module 7.

8.6. Release 1 Testing Deliverables

8.6.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to [Appendix B](#) ~~Appendix B~~ for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
2.	SAT Test Phase, COTS Base Product	<ol style="list-style-type: none"> a) Test Reporting; and b) Test Summary Report. 	The Customer
3.	SIT Test Phase	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
4.	Load and Performance Test Phase	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report. 	The Customer
5.	UAT Test Phase (Business and Program)	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
6.	Enterprise Release Management (ERM) Regression	<ol style="list-style-type: none"> a) Test Objective Matrix; b) Test reporting; and c) Test Reporting Summary. 	The Customer
7.	Operational Acceptance Training (OAT)	<ol style="list-style-type: none"> a) Test Summary Report. 	The Customer

8.7. Release 2 Testing Deliverables

8.7.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to [Appendix F](#) ~~Appendix F~~ for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable;
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test cases; d) Test Reporting; and e) Test Summary Report.	The Customer
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer
5.	User Acceptance Testing Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Summary Report.	The Customer
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer

8.8. Exit Criteria

The Exit Criteria for each Test Phase is set out below:

Criteria	Description
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Test Cases	All test cases have been executed for the relevant Test Phase and the outcome recorded in the Customer's test management tool (HP ALM). An explanation has been provided to the Customer for any test case which has not been executed by the Contractor.
Recording Defects	All Defects identified during the relevant Test Phase have been recorded in the Customer's defect management tool (HP ALM) and are available for review.
Severity 1 / Severity 2 Defects	No Severity 1 or Severity 2 Defects outstanding.
Severity 3 / Severity 4 Defects	An agreed action plan is in place to address outstanding Severity 3 and Severity 4 Defects, including target resolution time frame.
Defect Acceptance	The number of outstanding Severity 3 and Severity 4 Defects and the cumulative impact of these Defects on the relevant Application must be accepted by the Customer. If any Exit Criteria have not been met, the Test Phase will continue until all Exit Criteria have been met. Once all Exit Criteria for the relevant Test Phase have been met, the Contractor must produce a TSR to demonstrate the outcome of the Test Phase.
Defect Deviation	Any deviation from the agreed Exit Criteria for the relevant Test Phase must be approved by the Customer.

9. Release and Deployment Phase for Release 1 & Release 2

9.1. Overview

Release and Deployment encompasses the Services required to confirm the production and operations readiness of the solution for Release 1 and Release 2 to ensure secure, controlled deployment of Releases 1 and 2 to the relevant Customer Environment (as defined in the TEMS).

9.1.1. The objectives for these Services are that:

- a) the system is deployed into the relevant test or production environment;
- b) deployments into the relevant Customer environments are managed so that any disruption to the environments that can be avoided is avoided, or where avoidance is not possible, kept to a minimum;
- c) deployments are managed in accordance with the Customer's Enterprise Release Framework and Change Management process; and
- d) all aspects of a Release, both technical and non-technical, are considered together through taking a holistic analysis of the Release.

9.1.2. The Customer is responsible for:

- a) liaising with the Customer's Enterprise Release Management team in respect of Release 1 and Release 2 and obtaining approval to deploy as part of the ERM Release; and
- b) installation and deployment the relevant Release to the relevant Customer Environment (as defined in the TEMS).

9.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed;
- b) all Deliverables that it is obliged to supply are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule;
- c) comply with the Customer's Enterprise Release Management Framework;

- d) work with the Customer to suggest improvements to the Customer's enterprise Release Management Framework and the Key Contractors delivery of Releases;
- e) provide all relevant items relating to the relevant Release for review and approval as required by the Customer's Enterprise Release Management Framework, including testing plans and associated entry and exit criteria for those tests;
- f) gain authorisation from the ROC Program for each Release prior to its implementation;
- g) provide all necessary data to enable the Customer to maintain a definitive media library for the integration services;
- h) provide the release package data to the Customer to enable management of the approved release libraries;
- i) coordinate the resolution of integration related issues for each Release with Key Contractors; and
- j) provide all reasonable assistance to the Customer to deploy all Releases, including back-outs if required.

9.2. Entry Criteria

9.2.1. The Entry Criteria for each of the Deployment (Release 1) Phase and Deployment (Release 2) Phase are specified in the table below:

#	Criteria	Description
1.	Licensed Software	The Licensed Software has been received by the Customer from the relevant Key Contractor.
2.	Documentation	The Key Contractor has provided details of the software and hardware configurations required to enable the Application to be tested in the relevant environments (as described in the TEMS).
3.	Environments	The Customer has set up the following environments in accordance with the Non Functional Specification and as described in the TEMS: <ul style="list-style-type: none"> a) Development; b) System Test; c) SIT; d) UAT; e) Pre-PROD; f) PROD; g) Training; and h) Disaster Recovery.

9.3. Release 1 & Release 2 Release and Deployment Services

9.3.1. The Contractor will perform the Services described in the table below:

#	Service	Description
1.	Handover to support Planning	Transition planning for handover to support to enable each Release to be deployed to the relevant Customer Environment (as defined in the TEMS) and confirms the ongoing post-implementation operability of the Release in the relevant Customer Environment (as defined in the TEMS).
2.	Release Implementation Planning	Planning for the activities related to release implementation and deployment to the relevant Customer Environment (as defined in the TEMS). This includes the packaging and delivery of Licensed Software for Release 1 and Release 2, as well as all the planning, scheduling and implementation activities to ensure that a Release can be implemented with the minimum negative effect on the relevant Customer Environment (as defined in the TEMS).

3.	Deployment Support	Support of the Customer in the deployment of each Release to the relevant Customer Environment (as defined in the TEMS).
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9.4. Release and Deployment (Release 1) Deliverables

9.4.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) follow-up actions. 	The Customer

9.5. Release and Deployment (Release 2) Deliverables

9.5.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) APIS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 2; b) lessons learnt; and c) follow-up actions 	The Customer

9.6. Exit Criteria

The Exit Criteria for each of Release and Deployment (Release 1) and Release and Deployment (Release 2) are as follows:

Criteria	Description
Deployment of Relevant Release	Technology Go Live for the Relevant Release has been achieved.
Post Implementation Verification Report	The Release Implementation Review Report has been provided to the Customer by the Contractor.

10. Program Maintenance (Release 1 & Release 2)

10.1. Overview

- 10.1.1. Program Maintenance for Release 1 & Release 2 commence on Technology Go-Live for Release 1 and Release 2 and continues until Maintenance and Support commences.
- 10.1.2. As at the Commencement Date, the Customer's requirements for Program Maintenance have yet to be determined.
- 10.1.3. The Program Maintenance (if required) shall be negotiated between the Parties during the Build Phase.

11. Transition to Maintenance and Support Services

11.1. Overview

- 11.1.1. Transition to Maintenance and Support is expected to happen at Technology Go-Live for Release 3.
- 11.1.2. Transition to Maintenance and Support completes the scope of the Build Phase of the System.
- 11.1.3. As at the Commencement Date, the Customer's requirements for Maintenance and Support services have yet to be determined.
- 11.1.4. The Maintenance and Support services (if required) shall be negotiated between the Parties during the Build Phase.

12. Training

Not used.

13. Environments (Release 1 & Release 2)

13.1. Overview

- 13.1.1. The purpose of the Environments (that is, the relevant Customer Environments as set out in the TEMS) management activities is to coordinate the provisioning of the Customer

Environment detailed below, including: operating systems, software, user access and firewall rules.

13.1.2. The Customer is responsible for:

- a) the provisioning of the environments detailed below, including: operating systems, software, user access and firewall rules;
- b) setting up the environments based on the requirements provided by the Key Contractors in conjunction with the Contractor in accordance with the TEMS; and
- c) providing all necessary access to the Customer's third party vendors hosting the environments, as well as Customer Personnel based in Burwood.

13.1.3. The Contractor shall:

- a) in conjunction with the Key Contractors, provide the specification for the environments to ensure testing can occur and that each Release meets its Requirements;
- b) validate that the Requirements are met;
- c) coordinate access to the environments for Key Contractors and any third party suppliers (if required); and
- d) liaising with the Customer and identifying any issues, such as contention and performance of the environments.

14. Acceptance, Change Request and Assumptions

14.1. Acceptance

14.1.1. The Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

- a) The Contractor must liaise with the Customer and Key Contractors (as required) to ensure that all Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

14.1.2. The deliverables to be provided by the Key Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted.

14.1.3. Deliverables will be reviewed by the Customer (or the Contractor acting as the Customer's nominee). Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail and accords with the Additional Conditions, the Contractor will request the Customer's endorsement of that Deliverable. This endorsement will assist the System Integrator in finalising the acceptance of a Deliverable.

14.1.4. The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

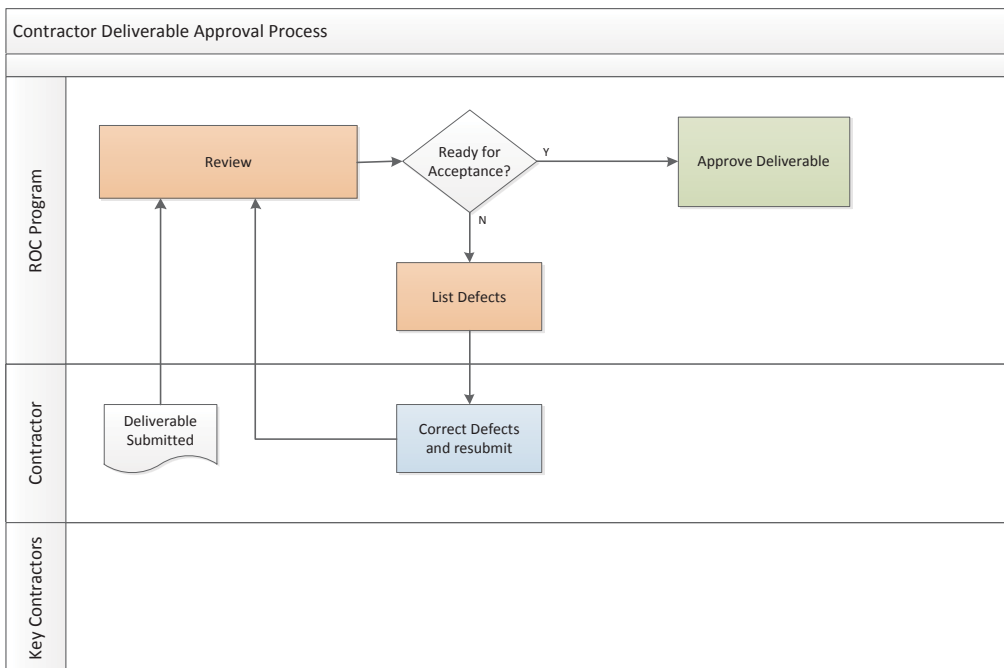
- a) Milestone Acceptance Forms must be signed by the Contractor's Project Director and Customer's Program Manager.
- b) Deliverables must be endorsed by a Customer's delegate; notification by email of the endorsement is sufficient.
- c) Contractor Documents/Deliverables must be approved by a Customer's Program Delegate; email approval is sufficient.
- d) The Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report.
- e) The Customer will authorise a nominated delegate for each product area that will have the authority to endorse/approve submitted Deliverables.
- f) Upon each Deliverable submission, approval/endorsement is expected within the timeframes stipulated in the Additional Conditions or such other time as may be agreed between the Parties. A request for approval/endorsement extension of a

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- Deliverable may be requested by the Customer to the Contractor in exceptional circumstances.
- g) Deliverables not approved/endorsed by the Customer (as applicable) will be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer (as applicable).
 - h) The re-submission consists of rectified Defects only and must be clearly identified as such.
 - i) The Deliverable is considered approved once the Defects have been rectified and accepted.

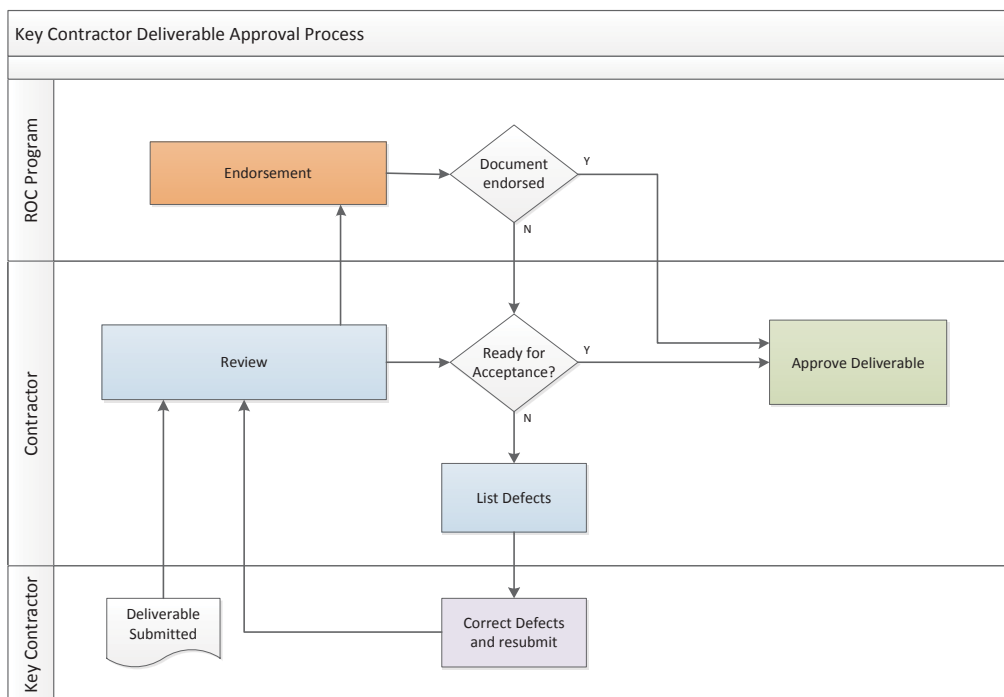
14.1.5. The approval process flow is identified in the following diagram:

Contractor Deliverables:



Key Contractor Deliverables:

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14.1.6. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

14.1.7. The Contractor must ensure that the system described in the Detailed Design Documents:

- a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
- b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
- c) does not negatively impact the performance or functionality of any part of the Customer Environment, including the Customer's current solution.

14.1.8. Subject to section 14.1.7, the Customer (or its nominee) must review a Deliverable submitted during the Customer Contract in accordance with the Additional Conditions.

14.1.9. For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be the Requirements.

14.1.10. The Contractor agrees that any review, comment, approval, endorsement or election or failure to review, comment, approve, endorse or elect on the part of the Customer (or its nominee) under the Customer Contract:

- a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the Detailed Design;
- b) does not limit or affect the provision of the Contractor warranties or indemnities;
- c) does not constitute any expressed or implied representation, election, waiver or acquiescence on the part of the Customer;

- d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
- e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

14.2. Change Request

14.2.1. If:

- a) during the term of the Customer Contract the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Requirements (**Requirements Variation**); and
- b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

14.2.2. If:

- a) the Contractor is entitled to give the Customer a Change Request under section 14.2.1; and
- b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits a Deliverable,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

14.3. Summary Table of Deliverables

(Note: all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and the Build Phase and documented in the draft Project Schedule)

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Release 1 Detailed Design Technology Deliverables				
WBS 1	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 2	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 3	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 4	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 5	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 6	Project Communication Plan for Release 1	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 7	Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 8	Release 1 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 9	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 10	Release 1 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 11	Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 12	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 13	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 14	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 15	Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 16	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 17	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Detailed Design Transformation and Change Deliverables				
WBS 18	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 19	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 20	Change Impact Analysis (Release 1)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 21	Release 1 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Technology Deliverables				
WBS 22	Updated High Level Solution design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 23	Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 24	Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 25	Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 26	Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 27	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 28	Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 29	Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 30	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 31	Release 2 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 32	ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 33	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 34	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 35	Release 2 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 36	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 37	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 38	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Transformation and Change Deliverables				
WBS 39	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 40	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 41	Change Impact Analysis (Release 2)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 42	Release 2 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 3 Detailed Design Technology Deliverables				
WBS 43	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 44	Release 3 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 45	Release 3 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 46	Release 3 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 47	Release 3 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 48	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 49	Release 3 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 50	Release 3 Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 51	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 52	Release 3 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 53	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 54	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 55	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 56	Release 3 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 57	Release 3 Master Test Plan Draft	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 58	Requirements Traceability Matrix updated for Release 3	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 59	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 60	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 61	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 62	Change Impact Analysis (Release 3)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 63	Release 3 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Build Deliverables				
WBS 64	Interface Design Specification – one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 65	Updated Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 66	Updated Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 67	Updated Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 68	Updated Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 69	Updated Project Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 70	Updated Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 71	Updated Release 1 Data Technical Analysis Output (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 72	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 73	Updated Release 1 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 74	Updated Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 75	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 76	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 77	Updated Release 1 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 78	Updated Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 79	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 80	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Build Deliverables				
WBS 81	Interface Design Specification - one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 82	Updated Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 83	Updated Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 84	Updated Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 85	Updated Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 86	Updated ROC Technology Vendor Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 87	Updated Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 88	Updated Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 89	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 90	Updated Release 2 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 91	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 92	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 93	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 94	Updated Release 2 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 95	Updated Release 2 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 96	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 97	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Management Deliverables				

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 98	Preparation of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 99	Validation and loading of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 100	Development of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 101	Unit testing of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 102	Preparation of a delivery statement	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Profiling Deliverable				
WBS 103	ROC Release 1 – Data Profiling Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Configuration Deliverables – REM Configuration activities				
WBS 104	System Deliverable 1 – an environment populated with a clean set of configured data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 105	System Deliverable 2 – a validated instance of the REM Base Configuration	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Unit Testing / System Testing Phase				
WBS 106	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 107	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 108	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 109	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 110	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables - System Acceptance Testing (SAT)				
WBS 111	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 112	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – System Integration Testing (SIT)				
WBS 113	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 114	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 115	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 116	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 117	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Load and Performance Testing				
WBS 118	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 119	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 120	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 121	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 122	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 123	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 124	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 125	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 126	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 127	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 128	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 129	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 130	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 131	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 132	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverable – Operational Acceptance Testing (OAT)				
WBS 133	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Unit Testing / System Testing				

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 134	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 135	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 136	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 137	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 138	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables - System Acceptance Testing (SAT)				
WBS 139	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 140	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – System Integration Testing (SIT)				
WBS 141	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 142	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 143	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 144	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 145	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Load and Performance Test Phase				

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 146	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 147	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 148	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 149	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 150	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 151	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 152	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 153	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 154	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 155	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 156	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 157	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 158	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 159	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 160	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Operational Acceptance Testing (OAT)				
WBS 161	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Release and Deployment Deliverables				
WBS 162	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 163	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Release and Deployment Deliverables				
WBS 164	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 165	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

14.4. Contract Period

14.4.1. The Commencement Date is the date as stated in the General Order Form with a contract expiry as specified in Item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

14.5. Exclusions

14.5.1. Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables:

- a) Operational Visual Display System (OVDS);
- b) software licensing for IMS, DTTS and CIMS;
- c) business analytics and intelligence products:
 - i. business analytics has not been included in the scope of the Contractor's Services or Deliverables.
- d) safety assurance;
 - i. The Contractor will work with the Customer to support safety assurance activities, but accountability remains with the Customer. See document titled

Implementation Strategy - Sydney Trains Rail Operations Centre section 10
(Safety Assurance) for further clarification.

- e) master data management in source systems;
 - i. As per the BAFO, master data management in source systems, (including data analysis, data cleansing, and data conversion & migration) is excluded.
- f) procurement of TIBCO licences.

14.6. General Assumptions

14.6.1. Program Assumptions

- a) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- b) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Key Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- c) The Contractor is not responsible for resolving data quality issues and the Key Contractor(s) will be contracted directly by the Customer as required (NB the Contractor is to exhaust all options before escalation).
- d) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Key Contractor(s) and will have the necessary commercial agreements in place for the duration of the Project.
- e) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- f) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- g) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- h) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or Deliverables associated with this engagement.
- i) The software supplied by the Key Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- j) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- k) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- l) Any information reasonably requested by the Contractor to Key Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in Change Requests.
- m) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- n) The Customer will work with Key Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the Project Schedule including testing of the solution.
- o) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- p) If any dependent projects are added to the Project scope there could be additional effort incurred and a corresponding Change Request raised.

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- q) OCM change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Key Contractor assisting within the existing framework as set out by the Customer.
- r) The site and system environment for deploying the system will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of voice mail messages.
- s) In case of missing systems to be integrated, simulation devices are accepted as valid verification methods regarding the system functionality.
- t) All Deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- u) Prior to the start of each stage the detailed planning, Deliverables, resources and entry and exit criteria have been agreed by all parties.
- v) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- w) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- x) The Project plan and associated services estimates are subject to the agreement of the PIPP and other associated Order Documents.
- y) Any key Customer Project dependencies must be completed within the agreed timeline.
- z) The Customer's reasonable endeavours to work with the Key Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- aa) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in Detailed Design Phase workshops.
- bb) Rescheduling of workshops by the Customer that result in delays to the Project could result in Change Requests.
- cc) The responsibilities for delivery of Services and Deliverables will be as listed in sections 6 and 7 above.
- dd) For the Change Impact Analysis Deliverable, a baseline for each dimension will be provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- ee) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.

14.6.2. Technical Assumptions

The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for Configuration and Customisation.
- b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.

- e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Key Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- g) As a minimum, the Customer will manage and provide the necessary environments for the ROC Program, (the Technology Environment Management Strategy document will provide a definitive list).
- h) The Contractor will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- i) The Customer will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Key Contractor;
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and
 - iv. 'User Acceptance Testing' environment.
- j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into the Key Contractor's solutions without rework.
- l) SMEs familiar with the data layout, its meaning and purpose are available and support the data import process.
- m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- n) Subject to section 15.9, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

15. Project Management

15.1. Advice and knowledge transfer

Subject to the exclusions in section 14.5, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

15.2. Contractor assistance

If requested, the Contractor must participate in all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- a) that the Requirements, are accurate and complete; and
- b) the Contractor's proposed solution.

15.3. Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

15.4. Risk management

15.4.1. As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- b) includes delivery risks,

(Issues Register).

15.4.2. The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Commencement Date.

15.4.3. As at the date the Contractor provides a draft of the Issues Register under section 15.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

15.4.4. The Contractor must report to the Customer:

- a) any issues or risks (including any delivery risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- b) any change in the status of the delivery risks, immediately on becoming aware of that change in status.

15.5. Cooperation with Key Contractors

15.5.1. The Contractor must, at no additional cost to the Customer:

- a) coordinate and cooperate with the Key Contractors in relation to the Project;
- b) without assuming any liability for the contents of a Key Contractor's Detailed Design documents, provide all assistance and cooperation reasonably required by the Key Contractors;
- c) comply with all other requests of the Key Contractors to the extent relevant to the Key Contractors' services or deliverables;
- d) not delay or interfere with the performance of the Key Contractors' services or deliverables in relation to the Project;
- e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to Key Contractors' services or deliverables in relation to the Project; and
- f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

15.6. Communication with Key Contractors:

15.6.1. The Contractor must not, without the Customer's prior written consent:

- a) give a Key Contractor a direction or instruction which will or is likely to vary the Key Contractor's scope in relation to the Project;
- b) give a Key Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Key Contractor in relation to the Project;

- c) give a Key Contractor a direction or instruction which will or is likely to delay the time that the Key Contractor is obliged to complete its services or deliverables in relation to the Project;
- d) accept directions or instructions from any Key Contractor in relation to the Contractor's services or the deliverables; or
- e) consent to any waiver, release, variation or reduction to or of any obligation of any Key Contractor in relation to the Contractor's services or deliverables.

15.6.2. The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and a Key Contractor, or between Key Contractors, in connection with the Project.

15.7. Not used

15.8. Disputes between the Contractor and Key Contractors

15.8.1. The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with a Key Contractor by discussion and negotiation without the Customer's involvement.

15.8.2. Where the Contractor has notified the Customer under section 15.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.

15.8.3. The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.

15.8.4. The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

15.9. Reliance on Key Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Key Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

15.10. Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

15.11. Delivery Address

The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.

16. Customer Supplied Items (CSI) and Customer Obligations

16.1. Overview

16.1.1. Subject to section 16.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Commencement Date:

- a) project scope (as documented in the architecture blueprint);
- b) functional requirements (as provided in the RFP);
- c) non-functional requirements (as provided in the RFP);
- d) draft Implementation & Maintenance Phase PIPP;
- e) system security requirements;
- f) data management strategy;
- g) project concept and review;
- h) architecture blueprint;
- i) systems impacted (existing);
- j) interface specifications (where available);
- k) technical policies and standards;
- l) draft Procure IT (the Customer Contract and this PIPP);
- m) ROC organisation structure;
- n) ROC program high level roadmap;
- o) draft ROC program test management framework;
- p) current processes;
- q) concept of operations;
- r) Transformation and Change Requirements v4.1;
- s) ROC Systems Assurance and Planning Framework documents; and
- t) ROC Data Architecture High-Level Strategy.

16.1.2. The Customer must:

- a) provide the High Level Solution Designs provided by the Key Contractors;
- b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;

- c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project;
- f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP; and
- g) provide copies of relevant parts of contracts with Key Contractors in accordance with clause 18.3 of Module 13A (a clause added to Module 13A under the Additional Conditions).

16.1.3. The Parties acknowledge and agree that the Customer Supplied Items (CSI) are those items specified in sections 16.1.1 and 16.2.

16.2. CSI Facilities and Equipment

16.2.1. The Customer has provided the following CSI, subject to the following conditions:

- a) desktop equipment for the agreed number of Contractor's Personnel working on Site, subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- b) ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;
- c) internet access from each desktop to access the Contractor's webmail and intranet ;
- d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor's Australian offices;
- e) including the following activities, tasks, functions and responsibilities and supply the following items:

#	Item	Description
1.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network.

16.3. CSI verification

16.3.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.

16.3.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.

16.3.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

16.4. Personnel

- 16.4.1. The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in [Appendix B](#) perform the roles described in [Appendix B](#).
- 16.4.2. Any of the Contractor's Personnel who fill the roles in [Appendix B](#) will be Specified Personnel for the purposes of the Customer Contract.
- 16.4.3. The Customer must establish the teams and provide the Personnel to fill the roles described in [Appendix B](#).
- 16.4.4. Nothing in [Appendix B](#) affects the scope of the obligations of either party as described in this PIPP.

16.5. Subcontractors

- 16.5.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

16.6. Approval by the Customer

- 16.6.1. Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with section 9 of the Additional Conditions.
- 16.6.2. The Customer's approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

17. Payment Plan

17.1. Contract Price

- 17.1.1 The Contract Price for the Contractor to complete Release 1 and Release 2 of Detailed Design, Interim Detailed Design (Release 3) Phase, Implementation (Release 1) Phase (including Interim Testing (Release 1) Phase) and Interim Implementation (Release 3) Phase are detailed below.
- 17.1.2 The Contract Price for the Contractor to complete all Services and Deliverables under this Customer Contract as varied up to and by Change Request 5 is [REDACTED] (ex GST). This is payable in the instalments at successful completion of each of the milestones set out in the table below.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			
28 August monthly milestone	[REDACTED]	1	[REDACTED]

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Deliverable	Price per Unit	Quantity	Extended Price
25 September monthly milestone		1	
30 October monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 1		1	
		Sub-Total:	
		Any Other Charges:	
		Total (Excl. GST)	
		GST:	
This is the Contract Price (including GST)		Total Amount:	
Release 2 Detailed Design			
4 December 2015 monthly milestone		1	
15 January 2016 monthly milestone		1	
19 February 2016 monthly milestone		1	
18 March 2016 monthly milestone		1	
Change Request 3			
30 April 2016 monthly milestone		1	
30 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
Residual payment on Acceptance of Detailed Design Deliverables for Release 2		1	
	Sub-Total (being [redacted] as per above, less [redacted] for Release 2 Detailed Design adjustment):		
Any Other Charges			
	Total (Excl. GST)		
	GST:		
Contract Price (including GST)	Total Amount:		
Release 3 Detailed Design			
Change Request 4 (Interim Release 3 Detailed Design)			
31 August 2016 interim monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Change Request 5 (Interim Release 3 Detailed Design (DTTS))			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	
Release 3 Detailed Design successfully completed		1	
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	
	Any Other Charges:		
		Total (Excl. GST)	
		GST:	
Contract Price (including GST)		Total Amount:	

Implementation (Release 1) Phase

Deliverable	Price per Unit	Quantity	Extended Price
Change Request 1 (Interim Implementation (Release 1) Phase)			
30 November 2015		1	
18 December 2015*		1	
29 January 2016		1	

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Ajilon Implementation PIPP (CR5) - DRAFT

Deliverable	Price per Unit	Quantity	Extended Price
29 February 2016		1	
Change Request 3			
31 March 2016 monthly milestone		1	
30 April 2016 monthly milestone		1	
31 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Change Request 4 (Implementation (Release 1) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
<u>Change Request 5</u>			
Release 1 Build successfully completed (29 June 2016)		1	
Release 1 SIT successfully completed (16 September 2016)		1	
Change Request 5			
30 September 2016 monthly milestone		1	
31 October 2016 monthly		1	

Ajilon Implementation PIPP (CR5) - DRAFT

Deliverable	Price per Unit	Quantity	Extended Price
milestone			
Release 1 User Acceptance Testing (UAT) successfully completed (anticipated 1 November 2016)		1	
30 November 2016 monthly milestone		1	
Release 1 Deployment successfully completed (anticipated 10 December 2016)		1	
Post Implementation Verification (PIV) successfully completed		1	
		Sub-Total	
*18 December is Christmas close down date for the ROC Program			
Any Other Charges:			
		Total (Excl. GST)	
		GST:	
Contract Price (including GST)		Total Amount:	
Implementation (Release 2) Phase			
Change Request 4 (Interim Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	

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Ajilon Implementation PIPP (CR5) - DRAFT

Deliverable	Price per Unit	Quantity	Extended Price
Change Request 5 (Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	
Release 2 Build successfully completed (anticipated 31 March 2017)		1	
30 April 2017 monthly milestone		1	
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	
Any Other Charges			
		Total (Excl. GST)	

Deliverable	Price per Unit	Quantity	Extended Price
		GST	
Contract Price (including GST)		Total Amount:	
Additional Services (obtained in relation to various Phases)			
Change Request 2			
(Extension of T&M under CR2)			
Change Request 3			
(Extension of T&M under CR3)			
Change Request 4			
Extension of Organisational Design Support to 2 September 2016			
Extension of Data Configuration to 10 December 2016			
Provision of Data Management Services to 31 October 2016			
Provision of Integrated Support to 14 October 2016			
		Total (Excl. GST)	
		GST	
Contract Price (including GST)		Total Amount:	
Contract Price			

Deliverable	Price per Unit	Quantity	Extended Price
Detailed Design Release 1			
Detailed Design Release 2			
Detailed Design Release 3			
Implementation Release 1			
Implementation Release 2			
Additional Services			
Total Contract Price (ex GST)			

17.2. Payment

17.2.1. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 17.1.

17.2.2. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

17.3. Liquidated Damages

17.3.1. Item 21 of the General Order Form confirms that liquidated damages apply.

17.3.2. The Milestone which is the LD Obligation is AAD for Release 3. The due date for completion of that milestone is to be set out in the Project Schedule (intended to be under a Change Request after CR5).

17.3.3. The amount of liquidated damages for the purposes of Item 21 of the General Order Form is [REDACTED] per day.

17.3.4. The maximum number of days for which liquidated damages are payable is a maximum of 21 days ~~after~~ from the date of the LD Obligation. For example, if the LD Obligation occurred on 1 January 2017, the maximum period of liquidated damages is 1 January 2017 – 21 January 2017, being a total of [REDACTED]

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17.4. Rates

17.4.1. The Contract Price above is the total Contract Price for the Project. Where the parties agree that any additional or changed scope of work under a Change Request, the Parties agree that the rates set out below apply. The rates below are valid until 30 June 2017. The Parties agree to negotiate in good faith revised rates for any such work beyond 30 June 2017. All amounts below are expressed on a GST exclusive basis.

Period 1: July 1st 2014 – June 30th 2015

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for	[REDACTED]	[REDACTED]

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		

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Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years experience in rail operational control systems		

Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

Period 3: July 1st 2016 – June 30th 2017

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

18. Governance

18.1. Authorised Representatives

18.1.1. For the purposes of the Customer Contract:

- a) the Customer's Authorised Representative is Mark Pigot; and
- b) the Contractor's Authorised Representative is Steve Keenaghan.

18.2. Management committee

18.2.1. For the purposes of the Customer Contract the following are members of the management committee:

- a) Mark Pigot;
- b) Stefano Bianchini;
- c) Jason Galer; and
- d) Steve Keenaghan

18.2.2. The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

18.3. Management committee function

18.3.1. The function that the management committee is to:

- a) review and monitor progress under the Customer Contract; and
- b) carry out any other functions stated in Item 16 of the General Order Form.

18.4. Management committee meetings

The management committee must meet no less than once a month during the Project at the times and locations specified by the Customer.

18.5. Management committee progress report

- 18.5.1. The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 18.4, provide the Customer with a progress report which at a minimum should include:
- a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
 - b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
 - c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
 - d) draft updates of relevant parts of the Contract Specifications;
 - e) any new Change Requests or Contract Variations (if applicable);
 - f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
 - g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements Release 1 & Release 2

The Initial Requirements for each Release are the Customer's requirements set out in the High Level Business Requirements document.

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Anthony Rakuljic	Account Director	<ul style="list-style-type: none"> Customer relationship management the between Customer and the System Integrator Ensures that all contractual arrangements are in place prior to project commencement
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Directs the implementation of the project and transformation activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
Conrad Kerin	Project Manager (Release 1)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
David Hayward	Project Manager (Release 3)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Ayman Sidky	Project Manager (Release 2)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Chris Johnstone	Solution Architect	Define detailed technical solution design
Bryce Jackwitz	Project Support Officer	<ul style="list-style-type: none"> Support management of project logistics Document project meeting minutes
James Horton	Lead Solution Architect	Manage and coordinate technical solution and associated technical design
Guarav Jain	Solution Architect	Define detailed technical solution design
Guy Swift	Integration Architect	Define detailed integration solution design
Giuliano Masino	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements

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		<ul style="list-style-type: none"> Specify system change requirements
Alan Luscombe	Integration Design Lead	Design and document Technical Specifications for Interfaces
Helena Enjeti	System Analyst (Release 1)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Daniel Scott	System Analyst (Release 2)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	Develop/review Data Management Strategy
Stephen Prince	Senior Business Analyst (Release 2)	Understand and define detailed business and system requirements
Conrad Kerin	Transition Manager	<ul style="list-style-type: none"> Manage the Deployment and Release activities Develop and Implement the Transition to Support Plan
TBA	Support Analyst	<ul style="list-style-type: none"> Implement the Transition to Support activities Provide post Go-Live Project Support
Solon Kypridemos	Senior Business Analyst (Release 2)	Understand and define detailed business and system requirements and define business processes to be supported
Catherine Ohis	Business Analyst (Release 1)	Understand and define detailed business and system requirements
Huong Le-Dao	Organisational Change SME	Organisation design and role definitions
Sri Kumar Nair	Change Specialist (Release 1)	Organisation Change Management & Organisation Design implementation
Debra Dodd	Test Lead (Release 1)	Coordinating and overseeing of all testing activities
Kelly McDonald	Change Specialist (Release 2)	Change agent, focusing on facilitating adoption & business transformation
Malcolm Jones	Test Manager	Coordinating and overseeing of all testing activities
Joe De Lima	Master Scheduler	Schedule & planning of project logistics
Shreyas Malavia	Integration Architect	Define detailed integration solution design

2 Customer roles and responsibilities

Name	Role	Responsibility
Mark Pigot	Technology Team Manager	Management of the Technology Team
Stefano Bianchini	Lead Architect	Oversight of Technical Design for ROC

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Name	Role	Responsibility
		Program
Jason Galer	Contract Performance Manager	Oversight of Commercial negotiations and management of ROC Agreements
Imola Novak	Project Manager	Project Management of ROC Key Contractors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Sydney Trains Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Project Schedule

See Project Schedule documents embedded here.



ROC Master DTTS ROC - DP1 and DP2
Schedule DRAFT v1.0 Deliverables List V111

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

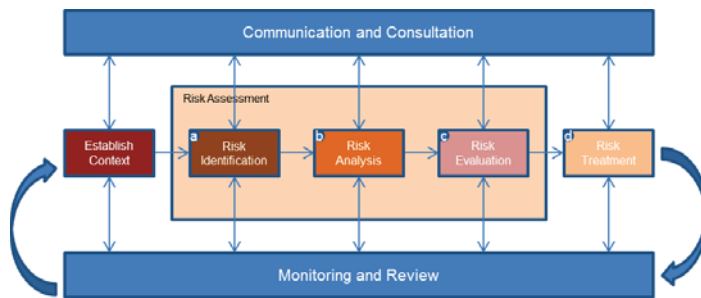


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Appendix E – Milestone Acceptance Form



Appendix E -
Acceptance Form.doc

DRAFT



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible, consulted and informed for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

The following is the RACI previously used for the Detailed Design Agreement, less the Agreement and PIPP Deliverables. The Parties acknowledge and agree to retain the RACI for Detailed Design work required for Release 3.

#	Release 1 Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	R	A,R	C
8.	Release 1 Data Technical Analysis Outputs	R	A,R	R
9.	Updated Technology Implementation Strategy	R	A,R	C
10.	Release 1 Technology Implementation Plan (Template)	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Updated Project Management Plan	R	A,R	C
13.	RACI	C	A,R	C
14.	Updated Release 1 Product Gap Analysis	R	A,R	I
15.	Release 1 System Test Plan	R	A,R	C
16.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
17.	Technology Environment Management Strategy	R	A,R	C
18.	Operating Model	R	A,R	R

19.	Draft recommended ROC organisational structure	R	A,R	R
20.	Change Impact Analysis (Release 1)	R	A,R	C
21.	Release 1 Training Needs Analysis	R	A,R	C

	Release 1 Updated Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	C	A,R	C
8.	Release 1 Data Technical Analysis Outputs	C	A,R	R
9.	Technology Implementation Strategy	R	A,R	C
10.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Technology Implementation Plan	A,R	A,R	C
13.	Updated Project Management Plan	R	A,R	C
14.	RACI	R	A,R	C
15.	Updated Release 1 Product Gap Analysis	R	A,R	C
16.	Release 1 System Test Plan	A,R	A,R,C	C
17.	Technology Environment Management Strategy	C	A,R	C

	Release 1 New Deliverables	Key Contractor	Systems Integrator Contractor	Customer
	Build Phase			
1.	Release 1 Technology Implementation Plan	R	A,R	C
2.	Interface Documentation for SIRI	A,R	C	C
3.	Shadow Data Base Documentation	A,R	C	C
4.	Interface Documentation for Notification Functionality (REM)	A,R	C	C
5.	Documentation of the REM Data Model	A,R	I	I
6.	User Manual for Emergency Management Client (EMC)	A,R	I	I
7.	User Manual for Data Management Client (DMC)	A,R	I	I
8.	User Manual for Web Portal	A,R	I	I
9.	User Manual for REM Mobile 2016.R1	A,R	I	I
10.	IMS (REM 2016.R1) Licensed Software	A,R	C	C

11.	Licensed Software (REM Mobile 2016.R1)	A,R	C	C
12.	Data Configuration Work Packages	C	A,R	C
13.	Configuration Validation Results	C	A,R	C
14.	REM Data Configuration Change Management Specification	C	A,R	C
	Release 1 Data Management Deliverables			
15.	Preparation of source data	C	A, R	C, I
16.	Validation and loading of source data	C	A, R	C, I
17.	Development of SQL scripts	C	A, R	C, I
18.	Unit testing of SQL scripts	C	A, R	C, I
	Release 1 Data Profiling Deliverable			
19.	Data Profiling Report	C	A, R	C, I
	Release 1 Data Configuration Deliverables			
20.	System Deliverables 1 - an environment populated with a clean set of configured data	C	A, R	C
21.	System Deliverables 2 - an environment populated with a clean set of configured data	C	A, R	C
	REM Mobile Non-Production Deployment			
22.	REM Mobile Software Update (QR Code deployment)	A, R	I	I
23.	REM Mobile Configuration Process Documentation	A, R	C	C
24.	REM Mobile Deployment Process Documentation	A, R	C	C
25.	REM Mobile Hand-over to support Documentation (handover of non-production processes & procedures)	A, R	C	C
26.	Update of REM Mobile Functional Specification (2016.R1)	A, R	C	I
27.	Update of REM Mobile Test Objective Matrix (2016.R1)	A, R	C	I
28.	Update of REM Mobile User Manual (2016.R1)	A, R	C	I
29.	Update of Requirements Traceability Matrix (2016.R1)	A, R	C	I
	REM & REM Mobile 2016.R2			
30.	REM System/Software Delivery (REM Release 2016.R2)	A, R	C	C
31.	REM System/Software Delivery (REM Mobile 2016.R2)	A, R	C	C
32.	Update of Gap Analysis (REM and REM Mobile Release 2016.R2)	A, R	C	C
33.	Update of Functional Specification (REM and REM Mobile Release 2016.R2)	A, R	C	C
34.	Update of Interface Documentation for SIRI (REM 2016.R2)	A, R	C	C
35.	Interface Documentation for Notification Functionality (REM 2016.R2)	A, R	C	C
36.	Update Documentation of the REM 2016.2 Data Model	A, R	I	I
37.	Update of User Manual for Emergency Management Client (EMC) (REM 2016.R2)	A, R	I	I

38.	Update of User Manual for Data Management Client (DMC) (REM 2016.R2)	A, R	I	I
39.	Update of User Manual for REM Mobile (REM Mobile 2016.R2)	A, R	I	I
40.	Update Requirements Traceability Matrix for REM 2016.R2	A, R	C	C
41.	Test Summary Report for System Test (REM Release 2016.R2)	A, R	I	I
42.	Test Summary Report for System Test (REM Mobile 2016.R2)	A, R	I	I
	Testing Deliverables			
	SAT			
43.	SAT Test Objective Matrix	A,R	C	C
44.	SAT Test Cases	A,R	C	C
45.	SAT Test Summary Report	A,R	C	C
	System Testing for TIBCO and Other Interfaces			
46.	Detailed Test Plan	A,R C	A,R C	C
47.	Test Objective Matrix	C	A,R	C
48.	Test Cases	C	A,R	C
49.	Test Reporting	C	A,-R	C
50.	Test Summary Report	C	A,R	C
	SIT			
51.	Detailed Test Plan	C	A,R	C
52.	Test Objective Matrix	C	A,R	C
53.	Test Cases	C	A,R	C
54.	Test Reporting	C	A,-R	C
55.	Test Summary Report	C	A,R	C
	Load and Performance Testing			
56.	Detailed Test Plan	C	A,R	C
57.	Test Objective Matrix	C	A,R	C
58.	Work Load Matrix	C	A, R	C
59.	Test Scripts	C	A, R	C
60.	Test Reporting	C	A, R	C
61.	Test Summary Report	C	A,R	C
	User Acceptance Testing			
62.	Detailed Test Plan	C	A,R	C
63.	Test Objective Matrix	C	A,R	C
64.	Test Cases	C	A,R	C
65.	Test Reporting	C	A,-R	C
66.	Test Summary Report	C	A,R	R
	Enterprise Release Management (ERM) Regression			
67.	Test Objective Matrix	C	A, R	C
68.	Test Reporting	C	A, R	C

69.	Test Summary Report	C	A,-R	C
	Operational Acceptance Testing			
70.	Detailed Test Plan	C	C	A,R
71.	Test Objective Matrix	C	C	A,R
72.	Test Cases	C	C	A,R
73.	Test Summary Report	C	C	A,R
	Security and Penetration Testing			
74.	Detailed Test Plan	C	C	A,R
75.	Test Objective Matrix	C	C	A,R
76.	Test Cases	C	C	A,R
77.	Test Summary Report	C	C	A,R
	Cross Stream Testing			
78.	Detailed Test Plan	C	C	A,R
79.	Test Objective Matrix	C	C	A,R
80.	Test Cases	C	C	A,R
81.	Test Summary Report	C	C	A,R
	Deployment Deliverables			
82.	Handover To Support Plan	R	A,R	C
83.	Post Implementation Verification Report	C	A,-R	C
	Training			
84.	Train the Trainer Training Material	A,R	C	I
85.	System Administration Train Material	A,R	C	I
86.	Application Administration Training Material	A,R	C	I

Appendix G – Acceptance Criteria

1. Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

2. Acceptance Criteria for Document Deliverables

2.1. Standard List of Approval Criteria

2.1.1. The Acceptance Criteria for all document Deliverables are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase or as agreed after the Project Preparation Phase (if applicable);
- b) that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (of this PIPP, where stated);
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Deliverable;
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/Contractor workshops.

2.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

2.1.3. AAD for a document that is a Deliverable occurs when that document is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

3. Approval Criteria for other Deliverables

3.1.1. The Acceptance Criteria for Deliverables other than document Deliverables are the acceptance criteria for those Deliverables as set out in the Deliverables developed in the relevant Detailed Design Phase for that Deliverable, or any other criteria that may be necessary to demonstrate that the Deliverable meets the Requirements.

Appendix H – Testing Baseline

See embedded document: ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)



ROC-BCT-SG-0001
v2.0_ROC Program Tr



Rail Operations Centre Program Test Management Framework

Program Management Document Control

Project or Program	Rail Operations Centre (ROC)
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Document Ownership Information

TRIM#

Capital Register ID	3141.02	
Sponsor	Howard Collins, Chief Executive	Sydney Trains
Sponsor's Delegate	TBC	Future Network Delivery Directorate
Program Director	Matt McInnes, ROC Program Director	Future Network Delivery Directorate

Document Name and Version Control

(Circulated versions only)



Document Name & Location		<u>ROC-BCT-SG-0001 v2.0 ROC Program Test Management Framework (Approved)</u>	
Version	Date	Author	Reason for Issue / Changes Included
v0.1	12 Dec 2014	Simon Baker	Initial draft for internal program review
V0.2	13 Jan 2015	Simon Baker	Updated with feedback from internal Program review
V1.0	15 Jan 2015	Simon Baker	Updated with feedback from Stefano Bianchini for distribution to technology vendors participating in HLSD
V1.1	27 Nov 2015	Simon Baker	Updated for internal Program review
V1.2	6 Mar 2016	Simon Baker	Updated with feedback from internal Program review and reissued for internal Program endorsement
V1.3	23 Mar 2016	Simon Baker	Version internally endorsed by the Program. Shared with external Program stakeholders for review
V2.0	15 April 2016	Simon Baker	Updated with feedback from external Program stakeholder review and reissued for external Program stakeholder endorsement

Document Approvals, Endorsements and Distribution






Stakeholders are requested to approve/endorse this document as an agreed ROC Program Test Management Framework baseline as at ROC Release 1, Gate 2. That is, the document outlines a Test Management Framework which is appropriate for the ROC Program and upon which subsequent, more detailed test planning documentation should be based. In the event thinking in relation to the Test Management Framework changes in a material way throughout the life of the ROC Program, this document will be iterated and redistributed for review, approval/endorsement to provide an updated baseline.








Note – Resources named below are requested to share this document within their domain(s) as required. This document may need to be socialised with new vendors engaged on the ROC Program after it has been baselined for ROC Release 1, Gate 2.

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Distribution

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Glossary of Terms and Abbreviations

Term/Abbreviation	Description
AEO	Authorised Engineering Organisations
ASA	Asset Standards Authority
BAFO	Best and Final Offer
BAU	Business As Usual
BCP	Business Continuity Plan
CAB	Change Approval Board
CIMS	Customer Information Management System
CMP	Configuration Management Plan
COTS	Configurable Off The Shelf
DRICA-SBA	Register of Dependencies, Risks, Issues, Changes, Actions, Scope, Benefits & Assumptions
DTP	Detailed Test Plan
DTTS	'Day of Operations' Train Timetabling System
E2E	End To End
ERM	Enterprise Release Management
HLSD	High Level Solution Design
HP ALM	HP Application Lifecycle Management
IAP	Infrastructure Assurance Plan
REM	Incident Management System
L&P	Load & Performance
NFR	Non-Functional Requirement
ONRSR	Office of the National Rail Safety Regulator
OVDS	Operational Visual Display System
PCR	Program Change Request
PCE	Phase Containment Effectiveness
PEFM	Project Execution Framework Methodology. PEFm (TfNSW) templates are used in Sydney Trains IT as the Technology layer (System Development Lifecycle) for IT projects or projects with an IT component
PIV	Post Implementation Verification
PMLC	Project Management Life Cycle. PMLC (Sydney Trains) templates must be used when seeking Capital funding approval through the establishment of business cases to analyse, justify, track and report on costs and benefits for the investment of Sydney Train projects.
Program	ROC Program
PT	Performance Testing
QAS	Quality Assurance Services
QTP	Quick Test Professional
RfP	Request for Proposal
RMP	Requirements Management Plan
RMC	Rail Management Centre
ROC	Rail Operations Centre
ROC Solution	The baseline ROC Solution Design defines the ROC Solution Scope of delivery for technology, people and process, and infrastructure to achieve the desired program outcomes and to realise the end benefits in accordance with the business and stakeholder expectations.

Term/Abbreviation	Description
RQA	Requirements Quality Assurance
SAPF	Systems Assurance & Planning Framework
SIT	System Integration Testing
SME	Subject Matter Expert
SoW	Statement of Work
ST	System Testing
T&C	Transformation & Change
Test Cycle	Test execution for a phase is divided into Test Cycles. Each Cycle of execution will have an agreed number of test cases which will be executed during the cycle within the specified duration of the phase.
TEMS	Technology Environment Management Strategy
TfNSW	Transport for NSW
TID	Technical Infrastructure Design
TOM	Test Objectives Matrix
TSR	Test Summary Report
UAT	User Acceptance Testing
UI	User Interface
UT	Unit Testing

ROC Program Test Management Framework

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1 Executive Summary

This document positions the ROC Program Test Management Framework within the high level context of the ROC Program:

- Solution
- Team structure
- Release Strategy
- Systems Assurance and Planning Framework (SAPF)

The ROC Program solution will include the following components:

- New technology systems, integrated with existing technologies
- New ways of working including new Business processes and organisational structure
- New infrastructure including property and operational technology systems

All these components must ultimately combine to form a ROC Solution which can be demonstrated to be safe, complete, correct and fit for purpose. While the Program has been structured into delivery streams, with this outcome in mind it follows stream deliverables should be produced in the context of the final solution from requirements, through to design, build, testing and acceptance.

The SAPF is a series of plans which outline how assurance will be applied across the ROC Program. Verification and Validation (V&V) is one of many methods by which the ROC Program will assure deliverables. Testing is a sub-set of V&V and as such is an important element of the ROC Program's overall assurance strategy.

This document outlines how ROC Program testing will be delivered and fit within the wider Program approach to V&V and the SAPF.

The ROC Program Test Management Framework reflects the ROC Program Team structure. Within streams, components of the solution should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components. This pattern will continue until stream deliverables are brought together and the solution tested as a whole.

Progressive assurance and testing will help build both the Business and Program confidence required to implement the solution into Business operations and 'go-live'.

2 Introduction

2.1 ROC Overview

The Rail Operations Centre (ROC) is a Sydney Trains led program seeking to improve management of 'day of operations' activities and improve the delivery of services for Sydney Trains, NSW Trains and their customers via the delivery of:

- Infrastructure: a new ROC building
- People: co-location of 'day of operations' functions into the ROC
- Technology: four new system capabilities
- Processes: new improved ways of working enabled by all of the above

2.2 ROC Vision

The ROC Program supports the strategy of Transport for New South Wales (TfNSW), Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of "putting the customer at the heart of everything we do".

Better coordination, communication, and management will be achieved through the ROC, which will co-locate teams and transform the processes, systems, and communications for 'day of operations' functions. This co-location is expected to include computer based signalling locations, train control, security, customer information, fleet management, asset monitoring and incident response functions.

The transformation will deliver consistent, accurate, timely and up to date information to customers about delays and enable faster incident resolution and service recovery. It will provide the operational management of the Sydney Trains network with a highly coordinated customer focus and will support the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy and future business model changes.

2.3 ROC Program Delivery Structure

Given the complexity of the ROC Program a robust governance structure is required. The ROC Program has been set up with an organisational structure which aims to:

- Ensure appropriate oversight of the program's continual performance
- Enable effective and informed decision making from stakeholders outside of the delivery structure.

Program delivery has been organised into five streams, with overarching program management governance:

- Infrastructure - delivery of the physical building and its supporting infrastructure
- Technology - delivery of the four new core systems and integration into existing systems
- Transformation and Change - new ROC processes, people and organisational structures
- Solution Integration - program assurance and delivery of program benefits within acceptable risk tolerance
- Business Continuity & Program Testing - delivery of Business Continuity capability and Cross Stream Testing

The early phases of the technology program have been broken up as follows:

- High Level Design – A period of approximately five weeks commencing in early January 2015 in which two consortiums of vendor(s) worked with the ROC Program to develop parallel High Level Solution Designs (HLSD) and a BAFOs, among other deliverables

- Detailed Design – Following the parallel High Level Design Phase technology vendor(s) were down selected to participate in the Detailed Design Phase

2.4 ROC Technology Systems

The ROC 'day of operations' model will be supported by four new technology systems, integrated with each other and into the existing Sydney trains technology environment:

- 'Day of Operations' Train Timetabling System (DTTS) - Provides computerised support for monitoring services and managing service disruptions.
- Incident Management System (REM) - Provides computerised support for identification of incidents, assignment of priority, allocation of pre-planned workflows, tracking of progress, escalation and reporting.
- Customer Information Management System (CIMS) - Provides a single source of truth for customer information and the co-ordinated distribution of planned service details as well as service disruption information over multiple channels.
- Operational Visual Display System (OVDS) - Provides an integrated monitoring capability. It supports the creation of virtual walls containing the output from multiple source systems.

In addition to meeting the business needs and capabilities of the ROC, the new systems will also support international transport-based integration standards and allow for future expansion into computer based traffic management.

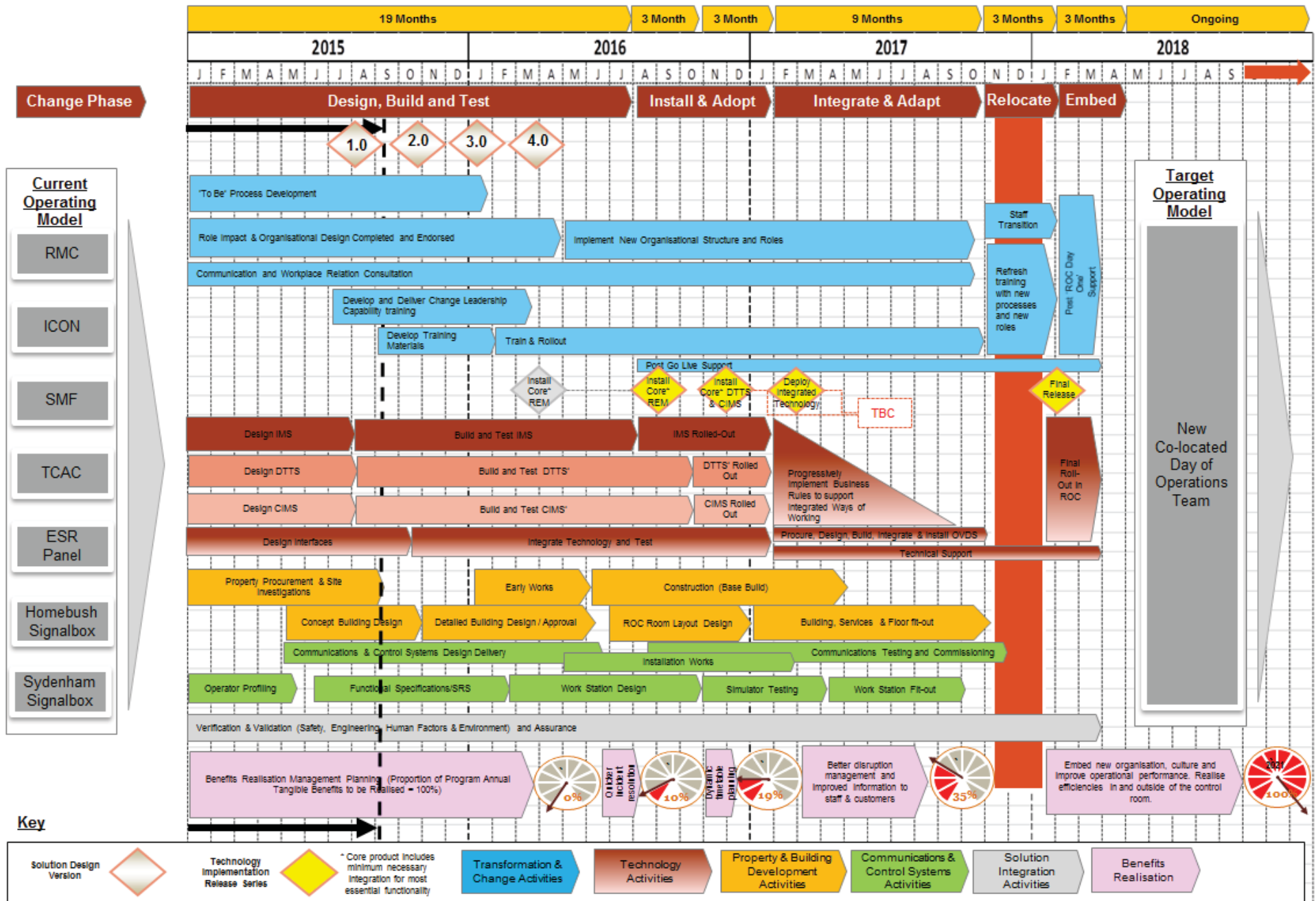
The first three of these four systems capabilities listed above are described as sub projects in the context of the ROC technology procurement process. These three sub projects and a Systems Integrator role formed the scope of the ROC Technology Request for Proposal (RfP).

2.5 ROC Program Principles

The following principles underpin the technology program design and implementation approach:

- The overarching philosophy of the technology program is to "Buy not Build" technology capability to meet the identified business needs
- New technology systems to be introduced will be 'off the shelf' to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to 'out of the box' as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies
- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit, the level and rate of impact on affected users
- The program will avoid a "big-bang" implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided business benefits associated with the new technology can be realised

These Principles are reflected in the sample ROC Implementation Roadmap shown on the following page. The roadmap is expected to evolve over the life of the Program. An update to the roadmap will not necessarily trigger a reissue of the Program Test Management Framework.



2.6 ROC Program Releases

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases:

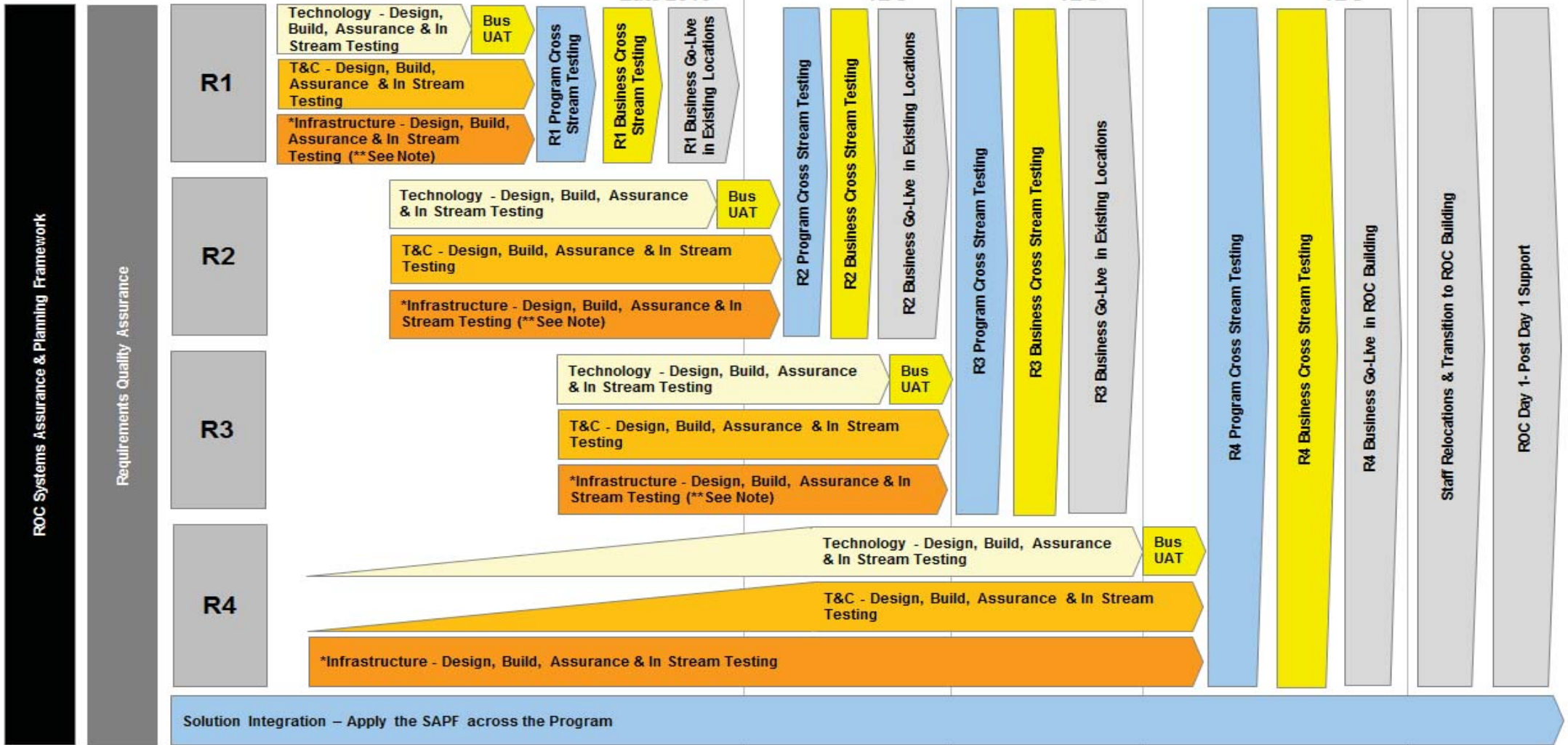
Release	Timing	Description
Release 1	Late 2016	A new incident management system to help staff who work in supporting the moving or controlling of trains to communicate, collaborate and resolve incidents faster, providing a better service to customers. The system will facilitate the resolution of incidents in real time.
Release 2	Mid 2017	A new 'day of operations' timetabling system to support train controllers in planning to recover service from a disruption. A new customer information system to provide a single source of information for service line status and service alerts for all customer and staff channels, including mobile apps, websites, Station Passenger Information screens and Variable Message Screens.
Release 3	Late 2017	Incident management, timetable changes and customer information is fully integrated with existing systems and alerts. Incidents and timetable changes are linked to customer information providing real time information.
Release 4	First Half 2018	Progressively move business functions into new ROC building.

2.7 ROC Program Test Principles

To support the ROC Program principles, wherever possible the following test principles will be applied throughout the Program:

- ROC Testing should align to Program Schedule milestones and support the Program Implementation Strategy
- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components
- Where solution components derived from requirements are tested, traceability of tests to requirements and test coverage of requirements should both be demonstrable
- Test phases will build on previous test phases to help assure the final solution delivered is safe, complete, correct and fit for purpose
- A risk based approach will be applied to testing. Test cases should be prioritised into essential, high, medium and low based on risk and be executed in priority order so far as it is feasible to do so
- For applicable test phases, Program testing should occur prior to business testing. Benefits of this approach include:
 - Using professional testers to identify defects prior to business testing will reduce business resource 'testing fatigue'
 - Build Program confidence prior to business exposure
 - Duration and iterations of business testing should be reduced
 - Business resources initial experience is positive
 - Positive word of mouth from Business testers back to their teams
- Any elements of the ROC solution(s) which are to be implemented into current operating locations should be 'Cross-Stream' tested to demonstrate the ROC solution including technology, processes, roles and infrastructure is safe, complete, correct and fit for purpose prior to implementation into business operations
- The ROC solution including technology, processes, roles and infrastructure should be 'Cross-Stream' tested from the new ROC building to demonstrate the solution is safe, complete, correct and fit for purpose prior to day one of operations
- Testing for each Release will conclude at the completion of Cross-Stream testing
- Any Business readiness activities conducted after Cross-Stream testing are not test phases. The intent of these activities will be to confirm business readiness rather than identify and resolve defects
- Program testing should include an approach to monitor and log variances in technology network performance between different sites (RMC, ICON, SMF, ROC Technology Test Lab, Belmore, ROC Building and Signal Boxes) which may adversely impact operational performance
- Test delivery should be planned so as to not compromise the organisation's ability to manage the 'day of operations'

These Principles should be applied to all major and minor releases delivered by the ROC Program as appropriate, are reflected in the ROC Program Test Management Framework Overview Diagram shown below and are referenced throughout this document.



Stream deliverables to be designed, built, assured and/or tested include but may not be limited to:

<p>Technology</p> <ul style="list-style-type: none"> - IMS - DTTS - CIMS - OVDS - Existing Application Changes - Integration - DR 	<p>Transformation & Change</p> <ul style="list-style-type: none"> - Current Processes - Future Processes - Interim/DR Processes - IR/OD Strategy - Role Definitions - Workload Baseline & Assessment - Procedures - Work Instructions - SME Training Dev & Delivery - End User Technical Training Dev & Delivery - End User Behavioural Training Dev & Delivery 	<p>Infrastructure</p> <ul style="list-style-type: none"> - Property - Control Room Floor - Support Spaces - Facilities - Control Systems - Services - Utilities - DR 	<p>* In Stream Infrastructure testing will comply with Australian Standards, Sydney Trains &/or TfNSW Engineering specifications & processes in order to achieve required certification and /or regulatory compliance.</p> <p>**Note – It remains to be seen whether the Infrastructure stream will deliver any solution components for R1, R2 or R3.</p>	<p>Business Continuity & Program Testing</p> <ul style="list-style-type: none"> - Program Test Management Framework - Program BCP Strategy 	<p>Solution Integration</p> <ul style="list-style-type: none"> - Program Roadmap - Program Safety Change Plan - Program Requirements Integration Plan - Program Integrated Configuration Plan - Program Quality Assurance Plan <p>Note – Dates are based on draft v3 of the Program Roadmap, which may be subject to change</p>
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ROC Program Test Management Framework

2.8 Stakeholder Resource Involvement

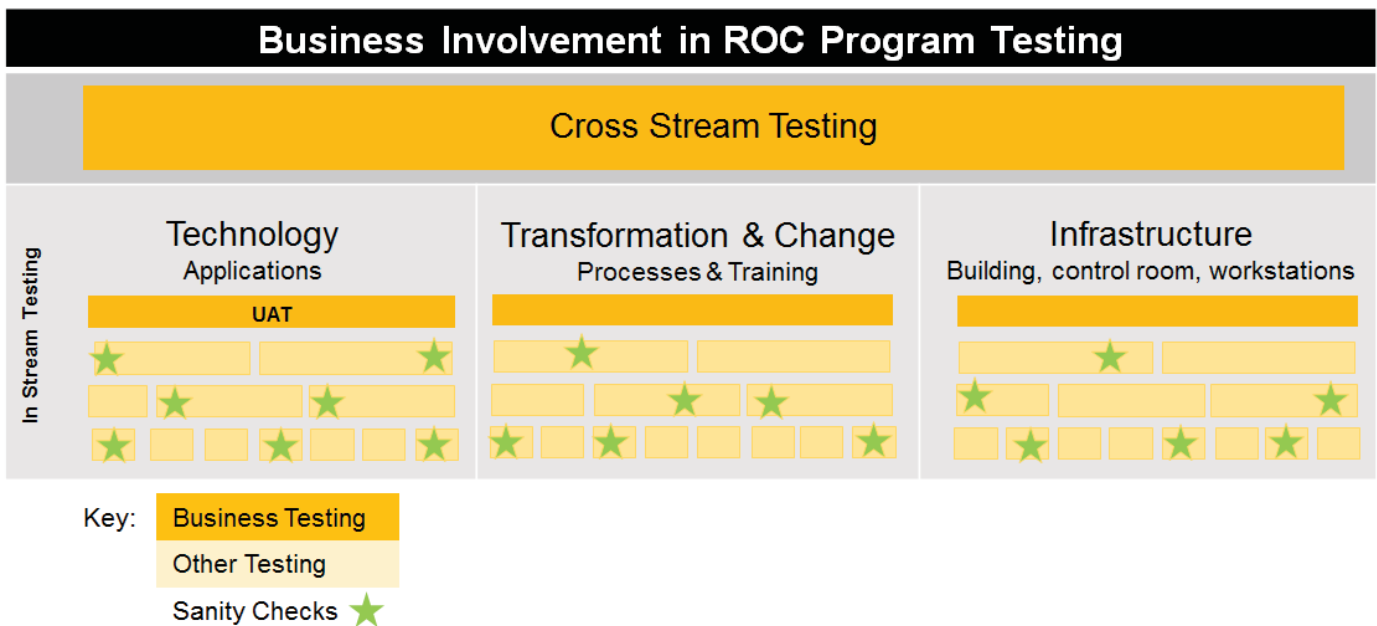
The testing of ROC Program solution components is expected to occur in layers in line with the ROC Program test principle restated below:

- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components

From a testing perspective it is anticipated stakeholders will be involved in a number of ways including:

- Review and approval of Test Planning documentation and artefacts
- Informal engagement and involvement in sanity checking the proposed solution throughout design, build and testing
- Formal participation in User Acceptance Testing
- Formal participation in Cross Stream Testing

This participation is illustrated in the diagram below:



3 Background

3.1 ROC Program Systems Engineering Approach

The scope and complexity of the ROC Program creates a broad range of conditions and contexts each ROC stream will operate within. The Program has adopted a systems engineering approach to address this challenge, with each delivery stream applying lower level methodologies as appropriate:

- The Infrastructure stream has adopted a systems engineering framework.
- The Technology stream utilises a systems architecture based practice (PEFM), however this methodology is domain specific and additional linking concepts have had to be established to enable traceability between Technology systems architecture and other streams.
- The Transformation and Change and Program Management Office requirement sets are not typically expressed in architectural terms. To manage this disconnect, new concepts and interfaces have been established to represent the artefacts produced in these streams within an architectural framework that is compatible with their respective methodologies.

The overarching systems engineering approach will assure the validity and quality of the total ROC Solution and is currently reflected in:

- The ROC Component Model
- The ROC Service Delivery Design Blueprint
- The ROC Systems Assurance and Planning Framework

3.2 The ROC Component Model

The ROC solution can be thought of as an integrated set of components being developed and delivered by streams of the ROC Program. The solution, along with interfaces and dependencies between components are described within the ROC Solution Design.

As streams develop components of the solution they will maintain consistency with the broader ROC Solution by ensuring components accurately cross reference any dependent components from within their own stream or another stream.

The ROC Component Model is represented by Figure 1 on the following page and described in more detail within the ROC Service Delivery Design Blueprint.

Delivery

Support

Infrastructure

Technology

T & C

Soln Integn

Change Visibility

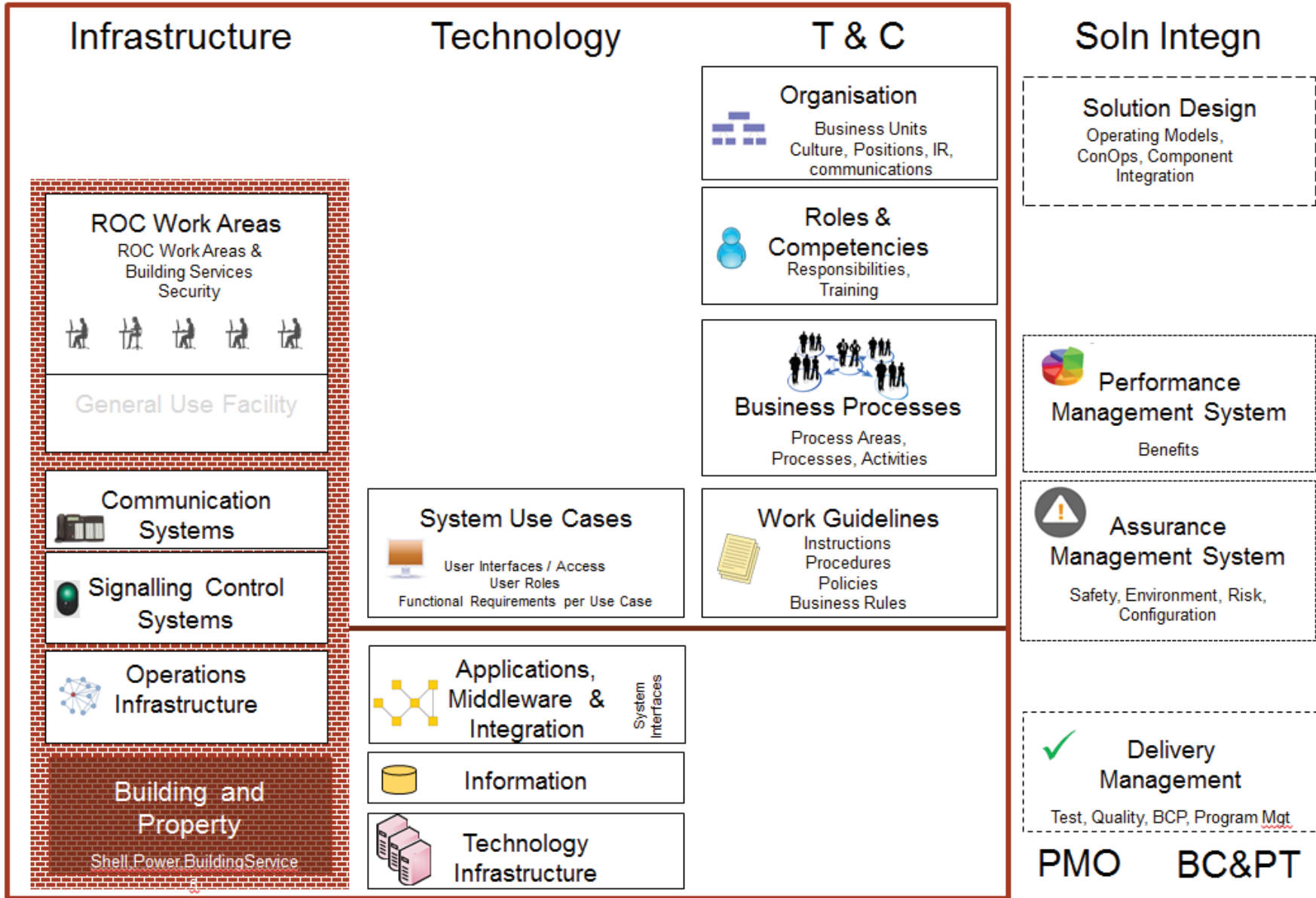


Figure 1

3.3 The ROC Service Delivery Design Blueprint

The ROC Service Delivery Design Blueprint will define a detailed logical design of the targeted solution and end state.

It establishes a holistic architecture which includes references to the types of requirements and deliverables/components of each program stream, as well as the relationships and interfaces between them.

The blueprint can be used to logically test the end to end traceability and completeness of the ROC Solution. It provides assurance components both satisfy stream requirements and also support the integrity of the ROC Program Solution as a whole. The tool allows the ROC Program to monitor key dependencies and align program activities. The blueprint includes:

- Organisational structure - roles, positions, responsibilities, accountabilities, competencies and training
- Decision support requirements - system use cases, end user acceptance testing, overall fitness for purpose
- Infrastructure - control systems and facilities design
- Stakeholder communication and governance
- Compliance and safety, legislation, policy, procedures and work instructions
- Benefits realisation

Another key benefit of this holistic architecture is that it can enable logical testing of a range of different future state scenarios (e.g. performers playing new roles, using new business processes and systems, operating from new facilities).

The service delivery design blueprint may evolve throughout the Program lifecycle. The current version is represented by Figure 2 on the following page.

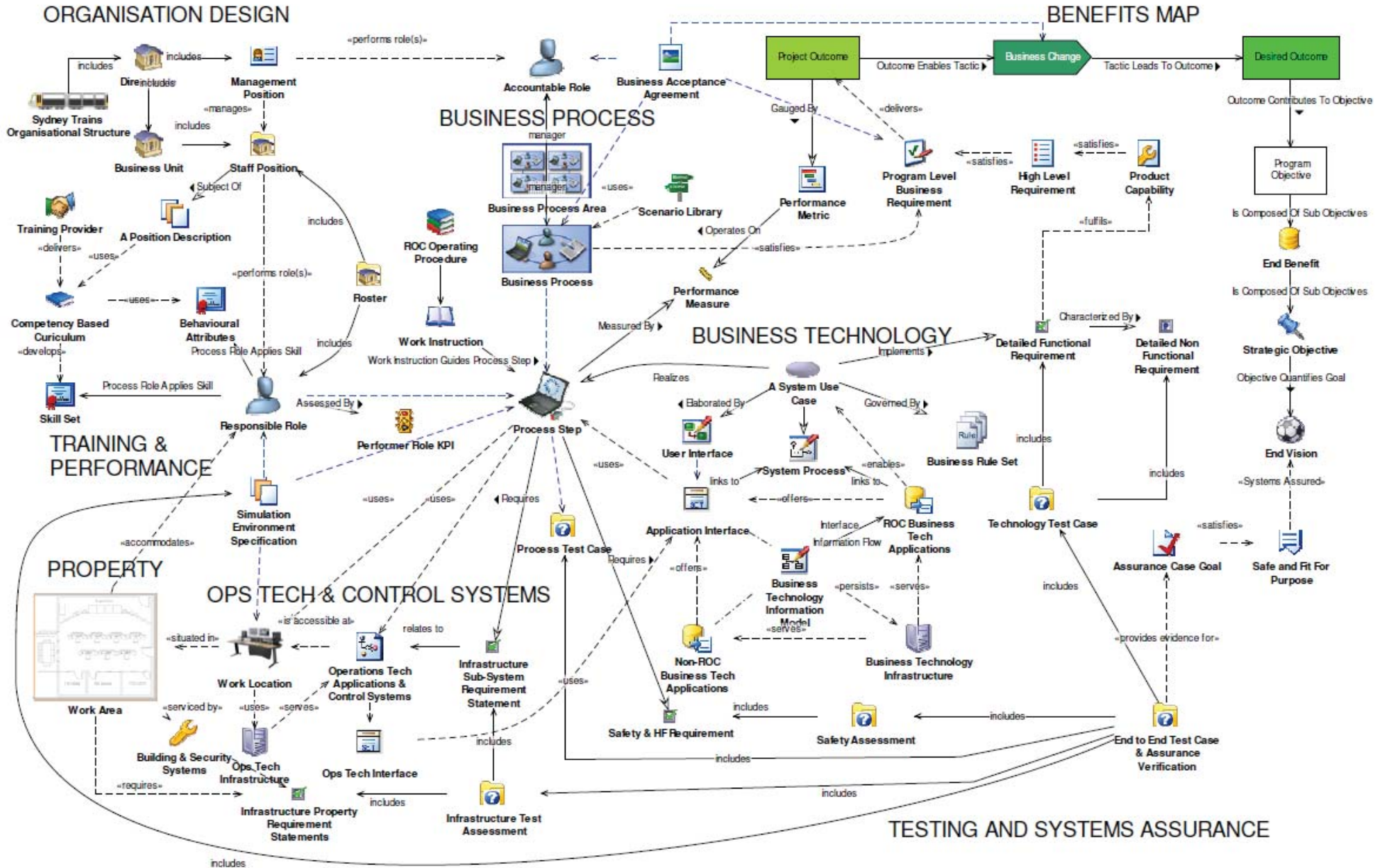


Figure 2

ROC Program Test Management Framework

3.4 The ROC Systems Assurance and Planning Framework

While the ROC Service Delivery Design Blueprint gives the Program a detailed conceptual picture of the overall solution and targeted end state, the ROC Systems Assurance and Planning Framework (SAPF) informs the Program as to how the blueprint will be implemented.

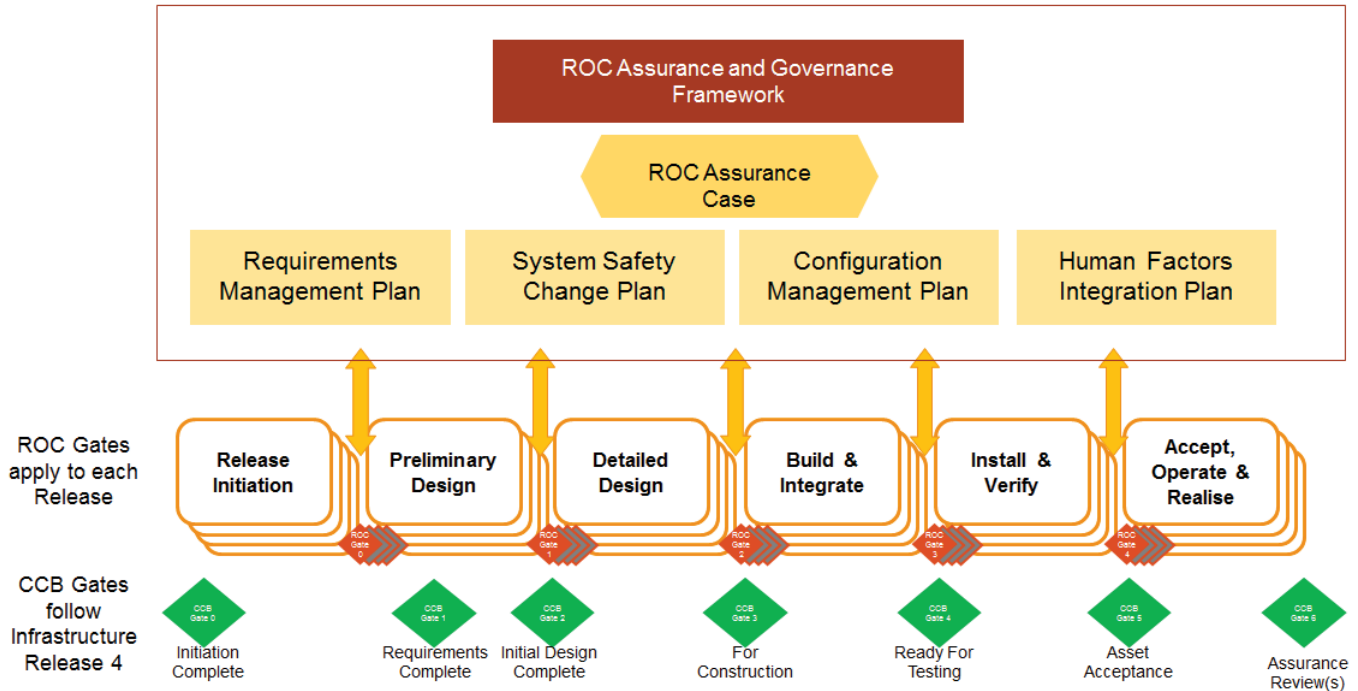
The SAPF is made up of a number of plans including:

- Assurance & Governance Plan
- Requirements Management Plan (RMP)
- Configuration Management Plan (CMP)
- System Safety (Safety Change) Plan
- Human Factors Integration Plan

The SAPF will provide the framework around systems assurance and planning for the ROC Program, helping ensure delivery of the blueprint is compatible with the needs of Program requirements traceability management.

The framework may also include any other plans which will enable the ROC Program to demonstrate assurance to governance bodies and acceptance authorities. Two additional documents which will be produced to supplement the SAPF are the ROC Program Verification & Validation Plan and the ROC Program Test Management Framework (this document).

A conceptual diagram which represents the current, agreed version of the SAPF is presented below.



3.5 ROC Program Phases and Gates

To deliver an integrated Program the ROC will need to blend traditional program management approaches with the following assurance approaches:

- Transport ASA CMAAC gates for Asset Integrity
- Sydney Trains Engineering and System Integrity CCB Hierarchy
- PMLC / PEFM
- Finance Approvals Process
- Managing Successful Programs / Prince2
- The Open Group architecture development method (TOGAF)
- Defence Capability Development (MODAF, DODAF, AUSDAF)

The ROC Program is proposing a set of consistent Phases and Gates which align with external compliance gates as outlined in the diagram below:

Program Delivery Phases & Indicative Deliverables

Program Establishment

Business Case, Business Requirements Specification, Concept of Operations, Current/Future Processes L1-3, Business Changes, Benefits [CMAAC 0]

Program Initiation

System Capabilities (High Level Requirements), Infrastructure SRS, Major System Option Evaluations (vendor qualification), Infrastructure Options, Roadmap / Release Strategy, Systems Assurance Plan, Assurance Case, Current Processes L1-4 [CMAAC 1]

Release Initiation

Establish Release Strategy, High Level Scope and Assumptions, Establish Release Working Group

ROC Gate 0

Preliminary Design

Release specific scope: business requirements (in scope), high level requirements (in scope), IT architecture design, current processes in scope, organisation, infrastructure elements, assurance case level 1-3
Design: Future state process patterns, organisation design principles
Detailed design plans for all detail design artefacts

ROC Gate 1

Detailed Design

Developing detailed requirements & design to build: functional reqs, system use cases, interfaces, architectures, sub system SRS, architect designs, future state process level 4, org design & change plan, role definitions, positions, competencies, test scenarios, assurance case L4, assurance scenarios
Detailed plans for all Build & Integrate artefacts including training plan, test plan...

ROC Gate 2

Build & Integrate

Build and integrate systems, build human performance capability, build facilities
Position definitions, establishment, IR, Procedure writing, Provide training to build competency, Workflow config, Unit, System, Integrated, test
Detailed plans for all Install & Verify artefacts including E2E test verification, safety assurance verification...

ROC Gate 3

Install & Verify

Capabilities are available in the live environment (including DR and BCP) but are not in use
Final verification and assurance, acceptance by external compliance stakeholders

ROC Gate 4

Accept, Operate & Realise

Business accepts into service, operational usage commences - people performing new jobs, major systems being used, hand off to BAU, cumulative performance and benefits tracking

Program Close

Conclude benefits tracking, full BAU hand over for operations and maintenance

Per Release

ROC Program Test Management Framework

3.6 ROC Program Verification & Validation

Verification and Validation (V&V) will be applied across a number of ROC Program deliverables. In the context of the SAPF and the ROC Program V&V Plan, there will be many methods by which the Program will assure the quality of deliverables including:

- Documentation review and sign off
- Engineering certification
- Regulatory and legislative compliance
- Various types of testing and test phases
- Combinations of the assurance methods listed above

In the context of the wider Systems Engineering approach, ROC Program testing will be one method by which the Program will:

- Assure the solution and end state delivered are safe, complete, correct and fit for purpose
- Assure Sydney Trains is adequately prepared for the implementation of the solution (or elements of the solution) into business operations

The focus of the ROC Program Test Management Framework is the sub-set of Program deliverables which will be assured by testing.

The ROC Program V&V Plan will:

- Reflect the stream deliverables to be assured in line with the SAPF
- Propose the method by which each deliverable will be assured

Just as the SAPF overarches the ROC Program V&V Plan, the Program Test Management Framework overarches In-Stream and Cross-Stream testing. Where a deliverable is to be assured by testing, it is expected the types of test planning documentation illustrated in the table below will be produced.

ROC System Assurance & Planning Framework		
ROC Program Verification & Validation Plan		
ROC Program Test Management Framework		
Technology Test Strategy	At the time of writing no T&C deliverables have been identified which will be assured by in-stream testing	Infrastructure Test Strategy
Technology Release Test Plans		Infrastructure Sub-Stream Test Plans
Technology Detailed Test Plans		Infrastructure Detailed Test Plans
Technology Test Summary Reports		Infrastructure Test Results
Technology Test Artefacts		Infrastructure Test Artefacts
Cross Stream Test Strategy		
Cross Stream Detailed Test Plans		
Cross Stream Test Summary Reports		
Cross Stream Test Artefacts		

3.7 Test Documentation and Artefact Deliverables

Further to this Program Test Management Framework, for deliverables which will be assured by testing it is expected the following types of documentation and artefacts may be produced:

Deliverable	Deliverable Description	Deliverable Type & Approval Method
Test Strategy	Test Strategy documents apply to the Program and should align to the Program Test Management Framework. The strategy details the overall testing scope, approach, tools, environments, test management procedures, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream. These elements should combine to outline a test strategy which will provide objective evidence the new or changed service meets stakeholder requirements.	Document - Review & Approval
Master Test Plan (MTP)	Master Test Plans apply to a Release and should align to the Program Test Management Framework and the Test Strategy. For each Release the Master Test Plan details the testing scope, approach, tools, environments, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream.	Document - Review & Approval
Detailed Test Plans (DTP)	DTP's should be produced for each test phase and align to the Test Strategy and Master Test Plan. They provide details around the schedule, scope, approach and technical considerations. The DTP identifies resource requirements, communicates roles and responsibilities and articulates the time frames tasks need to be performed within. Any deviation from the Test Strategy or MTP should be highlighted in the DTP.	Document - Review & Approval
Test Objectives Matrix (TOM)	Test objectives can be derived from the business, functional and/or system requirements depending on the test phase. Test Objectives must be mapped to Requirements Traceability Matrix (RTM) for traceability and to demonstrate coverage of requirements. The Test objectives describe "what is to be tested".	Document - Review & Approval
Test Cases	The scenarios to be executed during testing. Test cases are derived from and should cover of the test objectives, including both positive and negative scenarios. Test cases include details around 'how' the testing will be executed in order to meet the test objective(s). They should be written at a level that takes into account the experience of the tester and the risk level of the test. Existing artefacts should be leveraged wherever possible when preparing test cases.	Document - Review & Approval
Test Results	Specific test results, like screenshots, application reports & logs required in order to verify the execution outcome of a test case. Test results will be produced for each test case executed and be stored in HP ALM, including pass/fail status.	Artefact – Approved via Review & Approval of the TSR
Defects	Each defect identified during testing will be documented in the HP ALM defect Management system, where progress and resolution will be tracked.	Artefact – Approved via Review & Approval of the TSR
Periodic Status Reports	Regular reports which outline test status, progress, major issues, resource issues and any schedule impacts. The test statistics and analysis support daily management and evaluation of test status and corrective action where required in order to meet milestone delivery dates.	Artefact –Review & Approval not required
Test Summary Report (TSR)	A report produced at the conclusion of a test phase to summarise test results measured against the test exit criteria for the test phase.	Document - Review & Approval
Automation Test Suites	Suite(s) of automation test scripts. Creation commences during System Integration Testing for reuse in subsequent integration test phases	Artefact – Approved via Review & Approval

4 Document Information

4.1 Document Evolution

In January 2015 representatives from within the ROC Program agreed an interim version of this document (v1.0) was fit to inform technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early, high level view of the test framework which will be applied to the ROC Program. Vendor(s) required a clear understanding of their responsibilities in relation to testing in order to produce a Best and Final Offer (BAFO) early in 2015. The BAFO was one of a number of deliverables vendor(s) produced during High Level Design and was an important input in the context of Sydney Trains technology vendor evaluation and selection criteria.

This next iteration has been produced to:

- Reflect the evolution in thinking related to the Program Test Management Framework between January 2015 and January 2016
- Align with ROC Release 1, Gate 2 deliverables
- For internal and external Program stakeholder review and approval to provide an agreed Program baseline

This document may need to be updated within the lifecycle of the ROC Program if thinking around the Program Test Management Framework evolves in a material way. An outline of the evolution the document has been through and may go through in the future is outlined below:

- V0.1 – First draft internally reviewed by the ROC Program team
- V1.0 – Document updated with feedback from the review of v0.1. Agreed interim version was issued to inform technology vendors at the commencement of the program High Level Design Phase
- V1.1 – Document updated for Release 1, Gate 2 milestone and internally reviewed by the ROC Program team
- V1.2 - Document updated with feedback from the review of v1.1 and distributed for internal Program endorsement
- V1.3 - Document distributed for external stakeholder review
- V2.0 – Document updated with feedback from external stakeholder review and distributed for endorsement/approval by internal and external Program stakeholders to provide an agreed baseline

This approved baseline would then be subject to change control. If thinking around the Program Test Management Framework evolves in a material way as the program moves through the Design and Delivery Phases, further iterations of this document may be produced for review and approval.

If updates are required, a new version of the document will be formally issued to stakeholders both internal and external to the ROC Program for review and feedback. The document would then be updated based on feedback from the review and reissued for formal sign off to provide a new agreed baseline. At any point in time the approved ROC Program Test Management Framework should serve as a reference for subsequent, more detailed testing documentation which will be produced by the Program.

4.2 Document Purpose

This document provides a high level view of the in-stream testing to be performed within each Program delivery stream. It also outlines how these tested components will be brought together for cross-stream testing to verify the E2E ROC solution at a Program level.

Producing the second iteration of this document for the Release 1, Gate 2 milestone limits the level of detail which can be included as the following types of information may not be fully defined:

- Implementation and Support Contracts with selected technology vendor(s)
- Outputs of the Program Detailed Design phase(s)
- Data Architecture
- ROC Program BCP Strategy
- Program Implementation Plans and Release Management Strategy
- Program Test Environment Management Plan

Despite these limitations, there are a number of benefits in developing a second iteration of the Program Test Management Framework for Release 1, Gate 2 including:

- Providing Program stakeholders with an early, high level view of how ROC Program components will be tested in order to gain high level agreement around the Program Test Management Framework
- Establish an agreed framework around test approach, language and guidelines upon which subsequent, more detailed testing documentation will be based
- Define test management and governance procedures and controls for the ROC Program

Given the different disciplines in play across the ROC Program it is unlikely a 'one size fits all' approach to testing will be appropriate. It is not the intention of this document to be prescriptive or mandate a specific approach across the entire Program. This framework should be applied to Program Testing where it is appropriate to do so. Accepted approaches from different domains and disciplines can be integrated into this framework as required.

Note - In the event of any inconsistencies between this document and the contract(s) with Program vendor(s), the terms of the contract(s) shall prevail to the extent of the inconsistency.

4.3 Document Scope

This document will provide a high level view of the testing required in order to gain acceptance to implement Releases of the ROC Program solution into Business operations.

Required activities which occur as part of the implementation/deployment process or post operational go-live will be within the scope of the ROC Program, but outside the scope of this document. Examples include:

- Post Implementation Verification (PIV) is an activity undertaken as a step in the Production Implementation Plan to verify technology system(s) have been successfully deployed to the Production environment, are ready for business operations to 'go-live' and deployment roll back is not required. PIV will be detailed within implementation documentation
- Handover and acceptance of technology application maintenance and support to Team(s) within Sydney Trains

4.4 Intended Audience

The ROC Program Test Management Framework has a broad audience including:

- The ROC Program Team
- ROC Program vendor(s)
- Impacted areas and stakeholders within Sydney Trains
- Impacted areas and stakeholders outside Sydney Trains
- Interdependent Programs

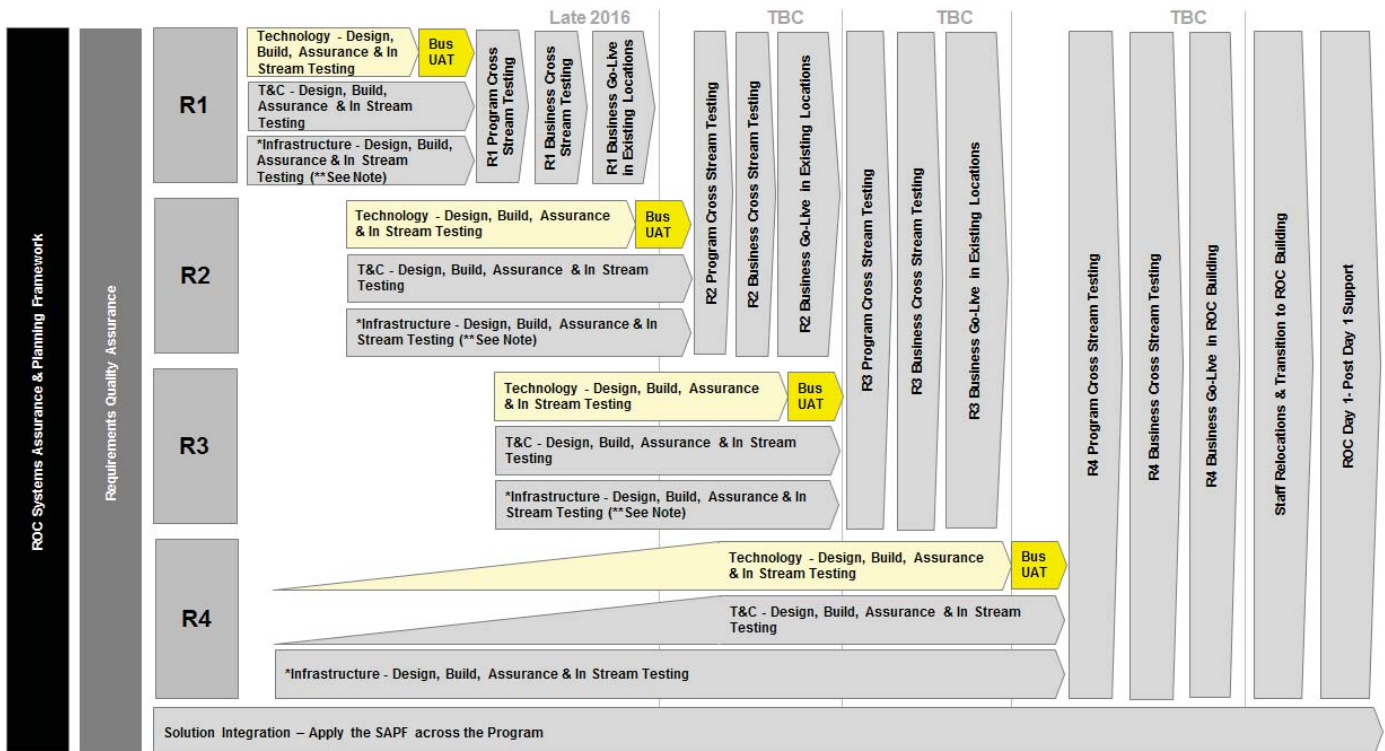
This audience and their respective roles and responsibilities are outlined in the 'Document Approvals, Endorsement and Distribution' section of this document.

ROC Program Test Management Framework

5 In-Stream Technology Testing

In-stream testing refers to the testing performed on the solution components of a single ROC Program delivery stream.

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Technology testing refers to the areas indicated below:



The ROC Technology Stream went to market with an RfP to deliver four sub-projects:

- SP1 – Day of Operations Train Timetabling System (DTTS)
- SP2 – Incident Management System (REM)
- SP3 – Customer Information Management System (CIMS)
- SP4 – Systems Integrator

In addition, the Technology Stream will also deliver:

- Operational Visual Display System (OVDS)
- Changes to existing Sydney Trains applications

Some of the Systems Integrator early documentation deliverables include:

- ROC Technology Test Strategy - An overview of the testing which will be applied to new technology systems and changes to existing systems, including the quality target metrics technology deliverables will be measured against.
- ROC Technology Environment Management Strategy (TEMS) - The non-Production environments required to support the Test Strategy and deliver the Program, including how the environments are to be managed.
- System Test Plans - Testing which is to be applied to new technology systems and changes to existing systems up to and including System Acceptance Testing.

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases. It is anticipated each technology system/change delivered will progress through the test phases listed below, which are detailed further within Appendix B of this document.

- Shakedown Testing
- Unit Testing (UT)
- System Testing (ST)
- System Acceptance Testing (SAT)
- System Integration Testing (SIT)
- Load & Performance Testing (L&P)
- Security & Penetration Testing (S&P)
- Automated Regression Testing
- Program User Acceptance Testing
- Business User Acceptance Testing

To ensure the integrity of component being tested, in conjunction with each test phase it is also expected an appropriate level of regression testing will be performed.

This approach will need to be ratified during the program Detailed Design Phase(s), then reflected in the ROC Technology Test Strategy document and subsequent Technology test planning documentation and artefacts.

The ROC Program will seek to produce consistent technology testing related documentation deliverables, particularly when these deliverables are to be reviewed by stakeholders outside of the Program. Sydney Trains/ROC Program templates should be used as a benchmark, be modified as little as possible and by mutual agreement.

Technology In-Stream testing and assurance will include formal business acceptance of Technology Stream components. On a Release by Release basis, assured technology components will be brought together with assured components from the T&C and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Technology, T&C and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

5.1 Technology In-Stream Testing – Release 4

The early and gradual ramp up of Technology In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions into existing locations. As these new technologies will transition into the ROC facility once it has been built, the Technology Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology

Stream to validate infrastructure designs against Technology components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

5.2 Configurable Off the Shelf (COTS) Products and Defects

The ROC Program principles which underpin the technology design and implementation approach are restated below:

- The overarching philosophy of the technology program is to “Buy not Build” technology capability to meet the identified business needs
- New technology systems to be introduced will be ‘off the shelf’ to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to ‘out of the box’ as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies

In response to these principles, the Program’s technology RfP sought to identify products which could deliver the required functionality via configuration of COTS products without the need to customise the base products. Despite this, the risk remains detailed design, build and testing could identify required functionality which can only be delivered via a change to the underlying COTS products. Given the lead time required to change the base product can be much greater than the time required to change product configuration, this represents a potential risk to the Program schedule.

The Program Test Management tool will be set up to clearly differentiate between:

- Defects which can be resolved via changes to product configuration
- Defects which need to be resolved via a change to the underlying COTS product

While the ROC Program may raise, track and manage both types of defects in HP ALM, fixes for the latter are expected to be delivered via product vendor roadmap(s) and internal processes. These activities would be cross referenced and tracked in HP ALM.

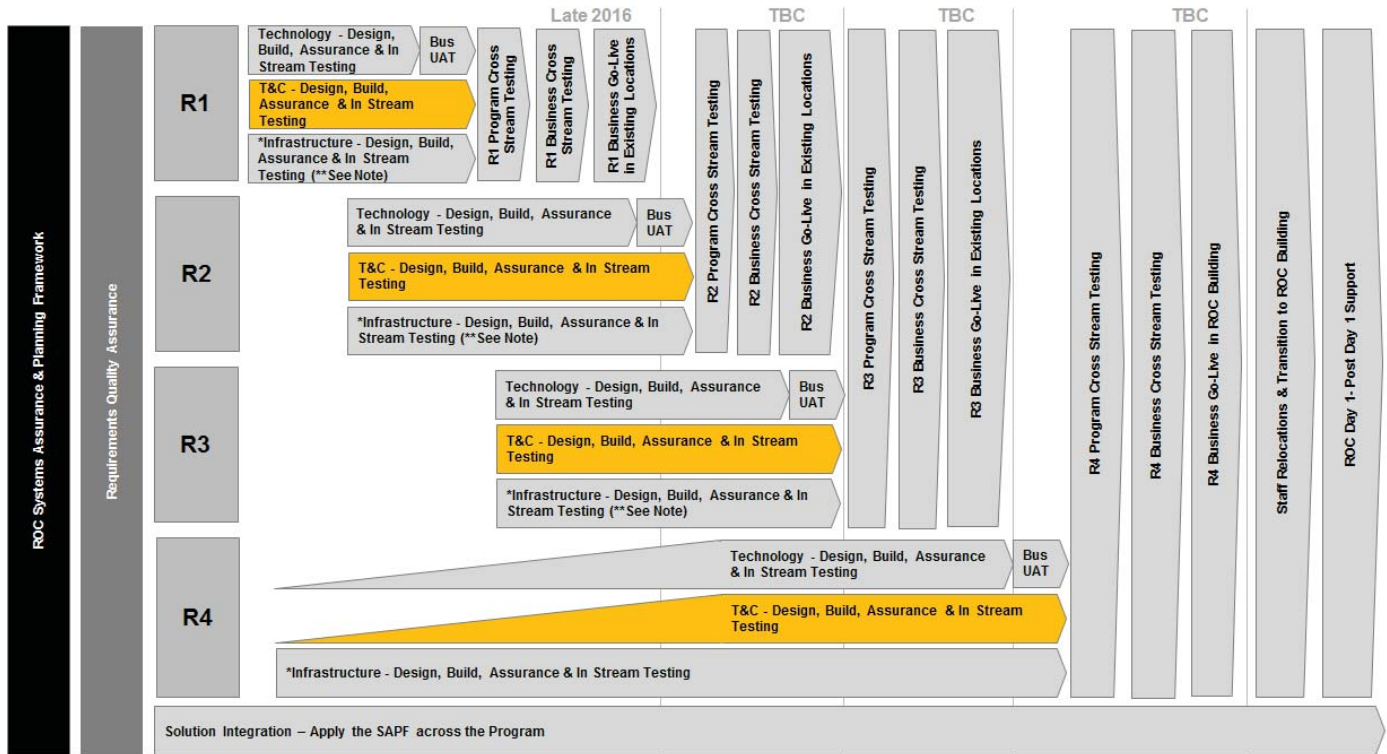
5.3 Enterprise Release Management

Within Sydney Trains, technology changes being delivered to the Production environment fall under Enterprise Release Management (ERM), which co-ordinates the scope of Enterprise Releases, impact assessments and gates Release content. One of the gates changes must pass through is the Change Approval Board (CAB), which provides the final approval required prior to Production deployment. It is anticipated ROC driven technology changes including both new systems and changes to existing applications will fall under ERM and require CAB approval prior to being deployed to Production.

ROC Program Test Management Framework

6 In-Stream Transformation and Change Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Transformation and Change (T&C) testing refers to the areas indicated below:



The T&C Stream solution components which are expected to require a level of assurance include:

- Current Processes & Future Processes
- Interim/BCP Processes
- IR/OD Strategy
- Role Definitions
- Workload Baselining & Assessment
- Procedures
- Work Instructions
- SME Training Dev & Delivery
- End User Technical Training Dev & Delivery
- End User Behavioural Training Dev & Delivery

Under the SAPF, the T&C Stream will develop an assurance strategy and plan(s) which will articulate the method by which each of these components will be assured.

On a Release by Release basis, the following T&C components will be used to verify technology systems delivered meet business requirements by testing the technology within the context of business processes and roles.

- Role Definitions
- Future Processes
- Procedures
- Work Instructions

As such, these T&C components will form the basis of Technology UAT scenarios and will need to be adequately assured within the T&C Stream to ensure they are mature enough to be relied upon as inputs to Technology UAT design.

T&C In-Stream testing and assurance will include formal business acceptance of T&C Stream components. On a Release by Release basis, assured T&C components will be brought together with assured components from the Technology and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the T&C, Technology and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

6.1 T&C In-Stream Testing – Release 4

The early and gradual ramp up of T&C In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

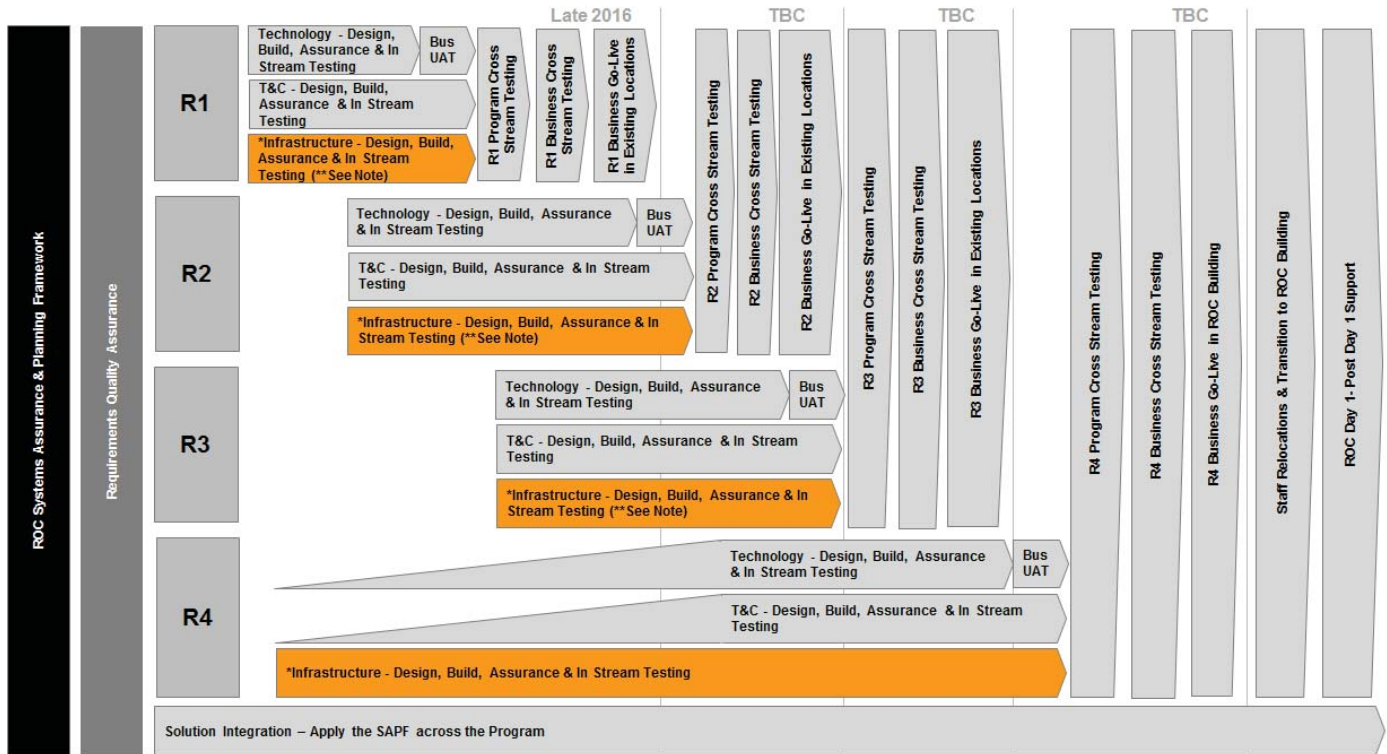
Releases 1, 2 & 3 will deliver new processes and ways of working into existing locations. As these new ways of working will transition into the ROC facility once it has been built, the T&C Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the T&C Stream to validate infrastructure designs against T&C components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

ROC Program Test Management Framework

7 In-Stream Infrastructure Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Infrastructure testing refers to the areas indicated below:



The ROC Program Infrastructure Stream has been structured into three sub-streams being:

- Operational Technology Systems
- Signalling Control Systems
- Property, including Security, Architecture, Building Shell and Building Systems

While the primary focus of the Infrastructure Stream will be delivery of the new building and the systems which reside within it, there may also be Infrastructure components delivered as part of Releases 1, 2 & 3.

Each Infrastructure sub-stream is expected to produce a number of components which will require testing and assurance. Under the SAPF, the Infrastructure Stream has developed an Infrastructure Assurance Plan (IAP), which articulates the method by which each of these components will be assured.

Where In-stream testing of Infrastructure components is required, it will be undertaken as part of the commissioning and testing processes which will be carried out by the ROC Infrastructure delivery stream. These processes must comply with Australian Standards, Sydney Trains and/or TfNSW Engineering Specifications and achieve required certification(s) and/or demonstrate regulatory compliance as required.

Infrastructure In-Stream testing and assurance will include formal business acceptance of Infrastructure Stream components. On a Release by Release basis, assured Infrastructure components will be brought together with assured components from the Technology and T&C Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Infrastructure, T&C and Technology Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

7.1 Infrastructure In-Stream Testing – Release 4

The early and gradual ramp up of Technology and T&C Assurance and In-Stream Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions and new ways of working into existing locations. As these new technologies and ways of working will transition into the ROC facility once it has been built, is the Technology and T&C Streams will in fact be delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3. As such, the solutions implemented in these earlier Releases will inform the design of the new facility.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology and T&C Streams to validate infrastructure designs against the components of these streams for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

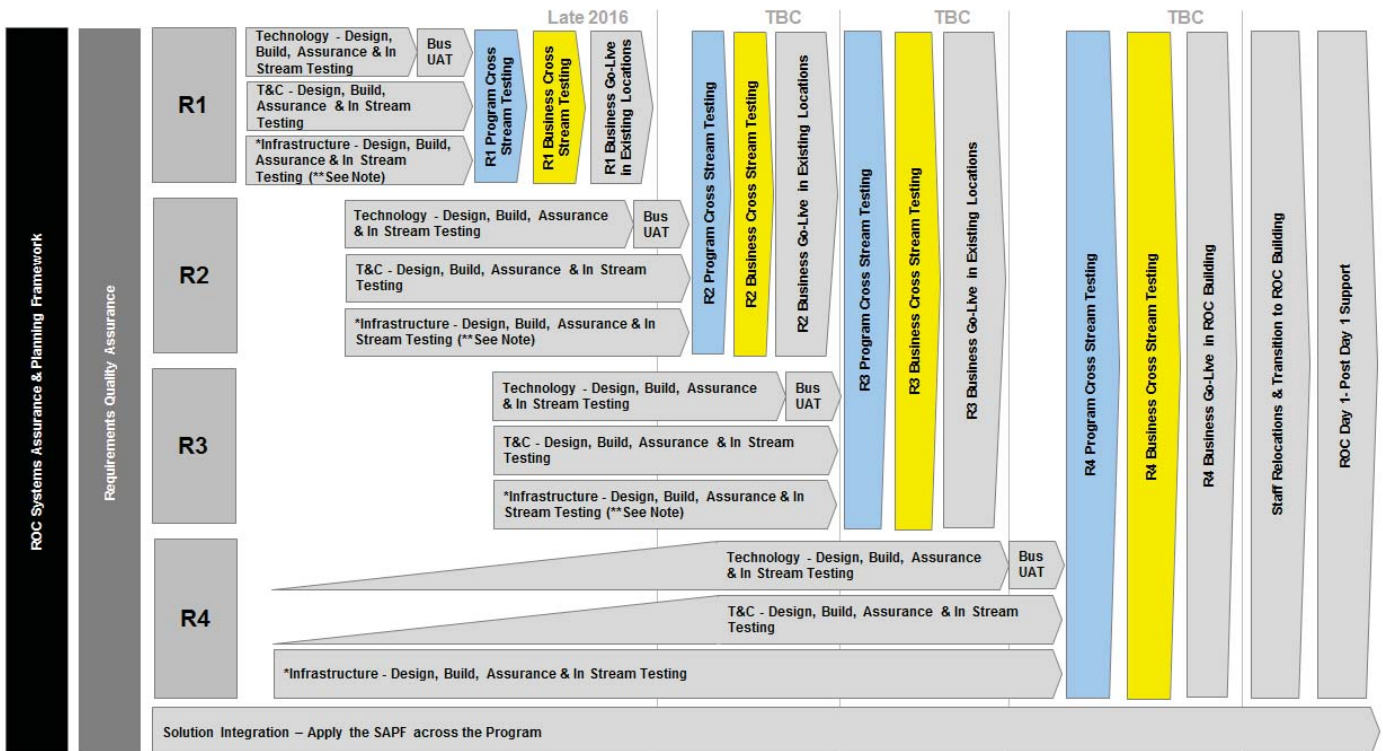
ROC Program Test Management Framework

8 Cross-Stream Testing

Cross-Stream testing refers to the integrated testing performed across components from more than one ROC Program stream.

The Business Continuity & Program Testing stream will lead all Cross-Stream test phases on behalf of the ROC Program. Program streams, Portfolio Teams and vendor(s) will be expected to support Cross-Stream testing and specifically support any of their components being tested.

In the context of the ROC Program Test Management Framework Overview Diagram, cross-stream testing refers to the areas indicated below:



8.1 Cross-Stream Testing

Test Phase Definition:	<p>Cross-Stream Testing will provide an opportunity to simulate 'new ways of working' as realistically as possible up to and including the boundaries and touch points with existing, unchanged Business processes. This will involve testers acting in new roles, using new business processes, technology and infrastructure to exercise the ROC solution. Components of the solution can be refined and scenarios re-run as required to demonstrate the solution provides the business with a safe, workable and robust way to manage operations which is also compliant with Human Factors requirements.</p> <p>In-Stream assurance and testing provides risk mitigation against defects being identified during Cross-Stream Testing. This is important given the resources, effort and logistics required to run Cross-Stream Testing scenarios are expected to be significant and the lead times to deliver certain defect fixes into Cross-Stream Testing will be considerable.</p> <p>A small subset of ROC processes will be identified and agreed to be the Cross-Stream test scenarios for each Release based on criteria of business criticality, frequency of use, risk and functional coverage.</p> <p>A ROC test principle states program testing should occur prior to business testing. Program test resources will execute Program Cross-Stream Test scenarios in order to identify and resolve defects prior to Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Use of professional test resources to save Business resources from 'testing fatigue'• Build program confidence prior to business exposure <p>Business resources will then execute Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Duration, iterations and defects greatly reduced by program testing• Business resources initial experience with the ROC solution is positive• Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of defects identified during Cross-Stream Testing.</p> <p>If defects which could have been identified and resolved during In-Stream testing and assurance are found during Cross-Stream Testing we would conclude In-Stream testing and assurance activities could have been more effective. If this is the case, further analysis should be conducted to determine how these activities can be improved for future Releases.</p> <p>If Cross-Stream Testing identifies and resolves the types of defects which can only be identified by bringing together the components of ROC Program streams and simulating 'new ways of working' as realistically as possible, we can conclude Cross-Stream Testing has served its purpose and In-Stream testing and assurance activities have been effective.</p> <p>It is envisaged heavily leveraging the test planning and preparation artefacts from In-Stream testing will be the most efficient way to deliver Cross-Stream Testing.</p>
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ROC Program Test Management Framework

Test Phase Owner:	<ul style="list-style-type: none"> Business Continuity & Program Testing Stream
Test Resources:	<ul style="list-style-type: none"> Program Cross-Stream Testing – ROC Program resources Business Cross-Stream Testing – Sydney Trains business users (ROC SME's) Vendor, System Integrator and APD Test support via participation in defect triage, defect rectification, progression and regression testing of defect fixes for delivery to Cross Stream Testing as required
Test Governance:	<ul style="list-style-type: none"> ROC Program
Deliverables:	<ul style="list-style-type: none"> Cross-Stream Test Strategy Detailed Test Plan (DTP) for Cross-Stream Testing of each Release Test Objective Matrix (TOM) Test Scenarios Test Results (including evidence - screenshots, log files as required) Daily Status Report(s) Daily Defect Report(s) Test Summary Report (TSR) for Cross-Stream Testing of each Release
Test Location:	<p>Release 1, 2 & 3 - Expected to be the Belmore BCP facility, which will provide additional assurance Belmore is fit for purpose as a ROC BCP facility.</p> <p>Release 4 - Expected to be the ROC building, which will provide additional assurance the ROC is fit for purpose and ready for operational go-live.</p>
Test Environment:	ROC Cross-Stream environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>The Business Continuity & Program Testing Stream should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p>
Test Tool:	HP ALM
Test Artefacts:	Cross-Stream testing scenarios, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program

8.2 Requirements Quality Assurance (RQA)

The objective of RQA is to identify and remediate ambiguity, conflicts, inconsistencies, incompleteness or redundancy in requirements and/or specifications prior to a component or system being built. By improving the quality of requirements, RQA can enable design acceleration and decrease the duration and iterations of test phases as potential defects are identified and remediated prior to build.

The ROC Program has engaged an external consultancy with the tools, systems and expertise to provide an RQA 'proof of concept' for ROC Release 1. If this proof of concept is found to have been a good investment from a cost versus benefit perspective, the ROC Program may look to apply the approach more broadly across the Program. This activity will complement both the Requirements Management Plan (RMP) being delivered under the Systems Assurance and Planning Framework (SAPF) and the use of Holocentric as outlined below.

- The RMP provides an integrated approach for the management of requirements on the ROC Program including requirement definition, capture, documentation, traceability, baselining, version control and change management
- As the ROC Program's requirements management tool, Holocentric will be used to manage requirements in line with the recommendations within the RMP
- RQA will help to ensure requirements entered into Holocentric and managed in accordance with the RMP are of a high quality

8.3 Human Factors

The Sydney Trains rail network is a technical system, in which people are as much an integral part as any technology system or mechanical component. Technical systems are becoming more wide-reaching and complex, so it is essential to consider their impact on:

- Individuals, their knowledge, competence, skills, and abilities
- Local conditions, the workplace and how people perform as a team
- How the organisation employs people as valuable assets and invests in them

Human Factors supports the design of rail systems which optimise the contribution of rail staff. This can include the design of cabs, signalling panels, training courses and materials, management, recruitment processes, and control rooms. Applying human factors knowledge at the start of a project can reduce the need for re-design once systems have entered service, increase efficiency, reduce the potential of staff turnover, and increase productivity for the organisation as a whole.

On this basis, Human Factors will be a consideration throughout the ROC Program and within the design phases for T&C, Infrastructure and Technology Stream solution components.

A Human Factors Integration Plan will be delivered under the SAPF. This plan will outline how Human Factors requirements and assurance will be embedded within the ROC Program Design, Delivery and Testing Phases.

Cross-Stream Testing will represent a further opportunity to confirm how all the Human Factors elements of each stream come together and interact across the ROC program solution.

8.4 Early Business Benefits

In keeping with the sub-set of program principles listed below, ROC will look to identify opportunities to implement elements of the ROC Solution into current business locations prior to the new ROC building being ready to occupy, thereby delivering early benefits to the business.

- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit and the level/rate of impact on affected users
- The program will avoid a “big-bang” implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided that the business benefits associated with the new technology can be realised

Early realisation of these benefits will largely be enabled by the implementation of ROC Releases 1, 2 & 3 into current Business locations. Cross-Stream Testing will be applied to these Releases prior to any elements of the solution being operationalised. It is expected Release 4 Cross-Stream Testing may occur from the new ROC Building prior to staff relocations and ROC Day 1 operational go-live.

Delivery of ROC Program changes into Business operations are dependent on both the deployment of new/change technology into the Production environment and business readiness to go-live. Wherever possible the ROC Program plans to decouple these two activities.

9 Appendix A - Test Management Procedures

The general Test Management Procedures which will be adopted by the Technology Stream of the ROC Program are outlined in the sections below and are applicable to both internal Sydney Trains teams and vendor(s). These approaches may be applied to other Streams of the Program to the extent they are appropriate.

The test process typically involves the following stages:

- The **Engagement and Estimation** stage was largely conducted during preparation of the ROC Final Business Case
- The **Planning** stage lays the foundation for the test effort. The primary outputs of the planning stage are the ROC Program Test Management Framework (this document) and resulting Test Strategy documentation which will be produced by the program

Testing is an iterative process. Each test phase will transition through the following stages:

- **Preparation:** This stage builds on the initial planning effort. Detailed Test Plans DTP(s), Test Objectives Matrix TOM(s) and test cases are produced in preparation for test execution. Other key deliverables from this stage include the Technology Test Strategy, the Technology Environment Management Strategy (TEMS) and establishment of the test environment(s).
- **Execution and Reporting:** This phase involves execution of testing, tracking and reporting test execution and defect status. At the conclusion of execution, when the exit criteria have been met a Test Summary Report (TSR) is produced. The TSR provides an overview of the execution effort, associated test metrics, any major outstanding issues and generally provides a recommendation based on the test results.
- **Evaluation** is final stage of testing. The purpose of evaluation is to reflect, review and evaluate the overall test effort and activities to identify the things which worked well and should be retained within the testing process, as well as any opportunities to improve the way testing is conducted.

The execution of each of the nominated test phases often requires the involvement of many stakeholders. Test management and coordination becomes a complex undertaking. In particular the identification, coordination and availability of testing resources can be challenging. All personnel involved with the test effort need to understand their contribution as outlined in the 'Roles and Responsibilities' sections within test planning documentation.

The Test Strategy, Test Plans and associated test deliverables, are required as part of the overall Test Management Control System. They enable standardisation of the approach and management of testing, integrated planning and scheduling activities. These test management controls work in-conjunction with the Program Management Plan and the test execution controls as outlined in the following sections.

9.1 Entry and Exit Criteria

The following are examples of general test entry and exit criteria. Any additional criteria specific to particular test phase(s) should be called out in the DTP for that test phase:

Entry Criteria:	<ul style="list-style-type: none">• Artefacts which test planning and preparation are dependent upon have been approved e.g. Requirements and Design documents• Test planning and preparation artefacts have been approved and/or accepted e.g. Test Strategy, MTP, DTP, TOM, test cases/scripts• Approved test cases have been loaded into the test management tool and testers have been granted the required level of access• Formal defect management and reporting process established• Availability of resources required to execute testing has been confirmed• Availability of resources required to analyse and resolve defects has been confirmed• Defect rectification SLA's are in place• Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known defects and workarounds• Correct version(s) of deployment package(s) have been deployed to the test environment(s)• Test environments are available and in a fit state as confirmed by Shakedown Testing• Correct test environment access and credentials have been granted to testers• Test Data of sufficient quality, quantity and diversity to enable testing is available• Previous test phase exit criteria has been met and where applicable the TSR has been reviewed and approved by relevant stakeholders <p>Once all test entry criteria have been met a test phase may commence.</p> <p>Where entry criteria have not been met the test phase cannot commence. Any deviation from the test entry criteria must be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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Exit Criteria:	<ul style="list-style-type: none">• All test cases have been executed and the outcome recorded in the test management tool. An explanation has been provided for any test case which has not been executed• All defects identified during the test phase have been recorded in the test management tool and are available for review• No Severity 1 or Severity 2 defects outstanding• An agreed action plan is in place to address outstanding severity 3 and severity 4 defects including target resolution time frame <p>The number of outstanding severity 3 and severity 4 defects and the cumulative impact of these defects on the overall solution must be accepted by Sydney Trains.</p> <p>Once all test exit criteria for a test phase have been met a TSR may be prepared.</p> <p>Where exit criteria have not been met the test phase should not conclude.</p> <p>Any deviation from the agreed exit criteria would need to be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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9.2 Test Phase Gate Meetings

Program Test Teams (with stakeholder participation as required) will conduct test gating meetings prior to commencement of test execution for each Program test phase. These meetings will serve as a checkpoint to determine whether:

- Exit Criteria from previous test phase have been met
- Entry Criteria for the following test phase have been met
- Any other risks, issues or constraints exist which need to be reviewed in the context of the coming test phase

9.3 Test Phase Suspension & Resumption

If any defects identified seriously impact test progress the Program Test Manager, in consultation with Program Management may elect to suspend testing. Criteria which might justify test suspension include:

- Hardware/software is not available at the times indicated in the project schedule
- Product under test contains one or more critical defects which seriously prevent or limit testing progress
- Assigned resources are not available when needed for test execution and/or support

If testing is suspended, resumption will occur when the problem(s) which caused the suspension have been resolved. Where the cause of suspension is a critical defect, the fix must be successfully verified by the test team before testing resumes.

9.4 Risk Based Testing

Risk will often be a critical consideration when the ROC Program Management is making decisions. At its core, testing is about quantifying and mitigating risk.

The ROC Program will adopt a risk based approach to testing which will assist with understanding and managing risk. This approach involves the prioritisation of test cases into essential, high, medium and low using criteria based on likelihood and/or impact of failure including:

- Priority of requirement(s) being tested
- Business criticality of the function
- Frequency of use
- Functional coverage

So far as it is feasible to do so, tests will be executed in priority order. Benefits of this approach include:

- Defects related to high priority test cases are identified earlier in a test phase
- At any point in time tests not executed are at the lower end of the priority scale

If test execution were to come under schedule pressure there are a number of options available to the Program including:

- Increasing resources working on testing
- Working extended hours and/or weekends
- Reducing the scope of testing to be executed

The latter can introduce an increased level of risk. In the event ROC Program Management need to consider reducing the scope of a test phase or exiting a test phase prior to the exit criteria being met for any reason, one of the primary considerations will be the level of risk the Program and stakeholders are prepared to accept.

Test related information can be produced to help decision makers and stakeholders quantify the risk associated with any such decisions. This information would be a key input to gaining the understanding and agreement required to deviate from the Program's Test Management Procedures.

9.5 Test Tools

The following test tools and applications will be used by the ROC Program:

- HP ALM is Sydney Train's enterprise test management tool. Test teams (both Sydney Trains and vendor) will utilise HP ALM for the management of manual test execution and defect management from SAT onwards as a minimum
- LoadRunner is Sydney Train's enterprise load and performance test management tool. It helps measure the behaviour and performance of a system under load. LoadRunner can emulate simultaneous and realistic system usage by thousands of users across an enterprise and employs performance monitors to identify and isolate potential problems
- Quick Test Professional is Sydney Train's enterprise automated regression test management tool. It can provide functional and regression test automation for software applications and environments

The test tools are administered by the Testing and Quality Assurance Services Team within TfNSW. First point of contact for test tool support should be the respective test phase Test Lead, then the Test Manager. If the matter cannot be resolved locally the Test Manager should escalate to the Testing and Quality Assurance Services Team.

9.6 Test Co-ordination

During test execution regular co-ordination meetings will be held between test team(s), Program representatives, IT Portfolio Team(s), Business stakeholders, Project Manager(s) and vendor(s). The purpose of these meetings is to report on progress and address any issues raised. The standing agenda for the meetings is as follows:

- Review test progress against forecast
- Review defects raised against program quality targets including:
 - Number of defects raised
 - Severities
 - Phase Containment Effectiveness (PCE) - Defects found in the current test phase which 'should' have been identified and resolved in an earlier test phase
- Review test resourcing levels against forecast
- Review test risks
- Review test issues
- Any other business

9.7 Test Status Reporting

During test execution test status reporting will typically occur on a daily basis. Status reporting will be distributed by email, which will be supplemented by regular co-ordination meetings and conference calls. The phase Test Manager is responsible for producing and distributing test status reporting, which will typically detail the following:

- Test progress against forecast summarising total tests by status
- Total defects raised summarised by severity, priority and status
- Plan for the following period
- Risks and/or issues
- Schedule and outlook

9.8 Defect Management

HP ALM will be used as the Program's test management tool.

The objective of defect management is to ensure all defects encountered during the course of testing are appropriately raised, detailed, evaluated, prioritised, reported, resolved, verified and closed.

This document provides details on how defects are to be managed for Program test phases including definitions of defect status, pass & fail criteria and defect severities and priorities.

The high level process by which defects will be managed on the ROC Program is outlined below:

- Any anomaly identified during testing should initially be raised in HP ALM noting the test case which was being executed when the defect was encountered and capturing sufficient relevant details to facilitate analysis of the defect
- Defects raised will be triaged and assigned to the most likely resolver group
- The resolver group should update the defect with details of the defect cause, nature of the fix applied, confirm a successful retest of the fix, successful regression testing if appropriate and the software version in which the fix will be delivered to the tester for verification

ROC Program Test Management Framework

- Each software version delivering fixes into a test environment should be appropriately detailed in Release Notes
- Once the fix has been applied to the test environment(s) it should be retested by an appropriate resource (ideally the individual who raised the defect) to determine whether the defect has been resolved
- If retesting determines the fix has been successful, HP ALM should be updated by the tester to indicate the defect has been resolved. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be closed
- If retesting determines the fix has not been successful, HP ALM should be updated by the tester to indicate the exact nature of the failure. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be assigned back to the appropriate resolver group

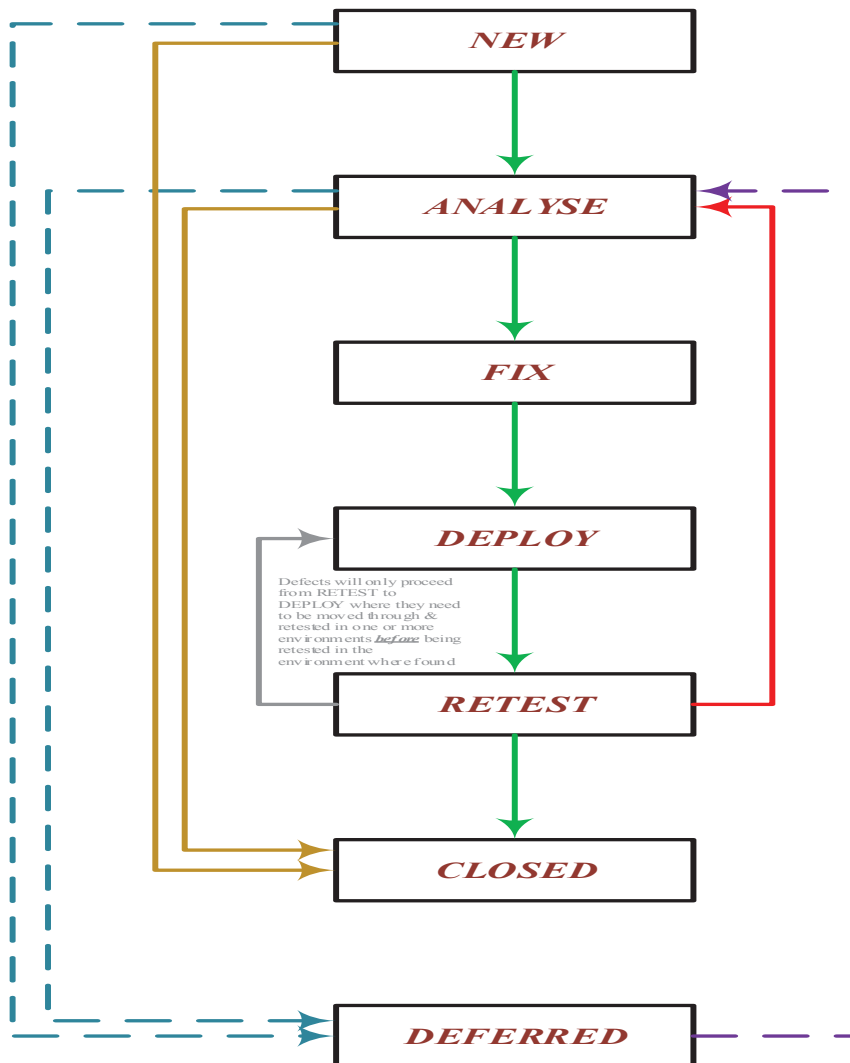
This process is reflected in the following defect status definitions and Defect Process Workflow diagram.

Defect Status	Description	Actions to be undertaken
New	When a defect is raised it will automatically be assigned the status of NEW. This status indicates the defect has been logged and is undergoing business/testing evaluation/triage to determine whether it is a valid defect or not.	If the defect is found to be valid, the defect's status will be changed to ANALYSE and it will be re-assigned for a technical evaluation to determine the root cause of the problem. If the defect is found to be invalid, the defect's status will be changed to CLOSED and its sub-status will be set to identify the broad reason why it was classified as invalid. If the defect is an existing Production Problem, its status should be changed to FOUND (see companion document). In all cases, the defect record in QC must be updated to describe why the decision was made.
Analyse	Having determined the defect is valid from a business/testing perspective, the defect needs to be investigated to determine the underlying cause.	There are five possible outcomes from this technical review: <ol style="list-style-type: none"> 1. The defect is determined to be valid and will be fixed as part of the project's next implementation so its status should be changed to FIX and the defect will be re-assigned 2. The defect is determined to be valid but it will not be fixed as part of the next implementation. Status should be changed to DEFERRED and the defect's Cycle is reset to the implementation in which the defect will be addressed 3. The defect is determined to be valid but it will not be fixed, e.g. cost/effort of correcting the problem outweighs effort of implementing a workaround. Defect's status should be changed to CLOSED and sub-status ACCEPTED 4. The defect is invalid. Status should be changed to CLOSED, sub-status identifies reason why it was classified as invalid (DUPLICATE or REJECTED) 5. Defect is identified as a known Production Defect, status is changed to FOUND (see companion document)

Defect Status	Description	Actions to be undertaken
Fix	Having decided the defect will be corrected as part of the current project, a 'correction' will be produced and unit tested.	If those unit tests are successful, the defect's status will be changed to DEPLOY and it will be re-assigned. If the unit tests are not successful, the FIXER will make a further attempt to correct the problem and repeat those unit tests. This process will be rerun until such time as the unit tests are successful.
Deploy	This status indicates that the 'fix' for a defect is ready to be implemented into the test environment where the defect was found.	The timing of the fix's deployment must always be coordinated between the DEPLOYER and the TEST MANAGER so that the validity of the testing is not undermined. Once the 'fix' has been delivered into the nominated environment, the defect's status is changed to RETEST and it is re-assigned.
Retest	This status indicates that the defect's 'fix' has been deployed and can be retested under the original conditions (and in the same environment) where it was first encountered.	If the tests performed were not in the environment where the defect was originally found, its status should be changed to DEPLOY and its Sub-Status set so that it identifies the next environment on its way back to the location where it was found. If the retest is conducted in the environment where it was initially encountered, change the defect's status to CLOSED with a sub-status of SUCCESSFUL. Regardless of which test environment the retest occurs in, if it fails, change the defect's status to ANALYSE and its sub-state to RETEST FAILED.
Closed	This is the final state for every Pre-Production Defect.	As with every other status listed above, when changing a defect's status it is important that the appropriate comments are added to ensure that we have a complete audit trail of what has happened to the defect, why it happened and as much contextual information as possible has been included. See the next sub-section of this document for a full list of the sub-states used with this status.
Deferred	This status indicates the Business has formally agreed to have the defect fixed as part of a specified, later Release.	When testing for the implementation to which the defect was defers begins, the defect's status is changed to ANALYSE and its sub-status to PREVIOUSLY DEFERRED

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The Defect Process Workflow diagram below reflects the path most program defects are expected to follow.



9.9 Defect Reporting Standards

All defects identified during testing will be analysed to determine a root cause of the problem. To support the required analysis, as a minimum the following information should be captured in each defect raised:

- Business requirement, Use Case and/or Test Case being executed when the defect was identified
- Detailed description of the problem
- Steps to recreate the problem
- Expected results – Outcome the tester expected to observe
- Actual results – Outcome observed including how it differed from the expected outcome
- Severity
- The software release (build) it occurred in
- Data, login, screenshots to be stored in defect.

Where possible, each tester should track the defects they have raised through to resolution.

9.10 Resolving Defects:

The cause of a defect can differ from the symptom(s) observed by a tester, so it is important the resolver updates the defect detailing the fix applied. The minimum information required in relation to the resolution of a defect may include:

- Cause of the defect
- Fix applied to resolve the defect
- Software version in which the fix will be delivered to the tester for verification
- Testing undertaken by the resolver to verify the defect has been corrected
- Impacted system(s) and regression implications of the fix applied

9.11 Defect Triage Meetings

The defect resolution process often requires many groups work closely including test team(s), project resources, Project Manager(s), vendor resources and internal Sydney Trains development teams. During test execution regular defect triage meetings will be held to:

- Review the severity and priority assigned to defects
- Determine the most appropriate resolver group
- Determine the target content and delivery dates for deployments to test environment(s)

9.12 Pass & Fail Criteria and Test Case Status

Test Case Status	Description
Pass	A test case will be deemed to have passed if: <ul style="list-style-type: none"> • The item tested behaves as expected and as per the requirement(s) it was derived from • The item will not introduce a problem or failure • The item will not introduce an unacceptable risk of a problem or failure
Fail	A test case will be deemed to have failed if: <ul style="list-style-type: none"> • The item tested does not behave as expected or as per the requirement(s) it was derived from • The item will introduce a problem or failure • The item will introduce an unacceptable risk of a problem or failure
Conditional Pass	A Conditional Pass is assigned to a test case which passes the intent of the test, where a low severity, non-critical defect has been observed and raised in HP ALM.
Not Run	Test case execution has not commenced.
Not Completed	Test case execution has commenced, is in progress and has not progressed to the point where a status of pass, fail or conditional pass can be assigned.

Not Applicable (N/A)	A status of N/A is assigned to a test case which has been agreed to no longer be applicable. Assigning the N/A status rather than deleting the test case ensures test case numbers in the TSR align to the number of test cases at the commencement of the test phase.
Blocked	A test case may be assigned the status of Blocked for a number of reasons including but not limited to: <ul style="list-style-type: none"> • A defect which needs to be resolved is preventing execution of the test case • Functionality not yet delivered • Required test data not available

9.13 Defect Severity Definitions

The severity level assigned to a defect is a reflection of how serious the defect is. It can be a measure of the impact on testing and the ability to continue with the test phase or of the impact the defect would have in the Production environment. The following definitions provide the severity levels which should be assigned to defects raised during testing within the ROC Program.

Severity	Severity Description
Severity 1	<p>Critical Impact – Assigned to critical errors. Core functionality cannot be executed. Testing for the affected area cannot continue and no workaround exists. Examples of severity 1 defects include:</p> <ul style="list-style-type: none"> • Safety Issues • The system or a core component of the system is inoperable <p>Sydney Trains would not consider taking Severity 1 defects into the next test phase or to the Production environment.</p>
Severity 2	<p>High Impact – Assigned to major errors. Some key functionality cannot be executed or has not been delivered and no acceptable workarounds exist. Testing can continue on other functionality but the defect must be resolved before the component can be migrated to the next test phase or to production. Examples of severity 2 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and no acceptable workarounds exist • Any issue with data accuracy or integrity which may cause confusion among the Sydney Trains end-user community <p>Sydney Trains would not usually consider taking Severity 2 defects into the next test phase or to the Production environment unless there were exceptional circumstances. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR). There is an expectation any Severity 2 defects would be resolved by the next Release of the application.</p>

Severity	Severity Description
<p>Severity 3</p>	<p>Medium Impact – Assigned to minor errors. Some functionality does not conform to the specification or has not been delivered however, end-to-end transactions can be executed by applying acceptable workarounds to the impacted functions. No material impact on Sydney Trains end users. Testing can continue and the component can be migrated to the next test phase or to production providing exit criteria are met. Examples of severity 3 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and acceptable workarounds exist <p>Sydney Trains may consider taking a small number of Severity 3 defects into the next test phase or the Production environment provided the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR).</p>
<p>Severity 4</p>	<p>Low/Cosmetic Impact – Assigned to cosmetic errors. No material impact on Sydney Trains end users or the application. Examples of severity 4 defects include:</p> <ul style="list-style-type: none"> • Misspelled (but not misleading) text • Inconsistent fonts • Poor grammar <p>Sydney Trains may consider taking a small number of Severity 4 defects into the next test phase or the Production environment providing the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/Impact via approval of the Test Summary Report (TSR).</p>

ROC Program Test Management Framework

9.14 Defect Priority Definitions

Each defect is also assigned a priority level which indicates to development team(s) the order in which defects of the same severity should be addressed. Priorities which can be assigned to defects within the ROC Program are:

- 1 – High
- 2 – Medium
- 3 – Low

Assuming open defects of every severity and priority combination, the order in which defects should be addressed is outlined in the table below:

Order	Severity	Priority
1	Severity – 1	Priority – High
2	Severity – 1	Priority – Medium
3	Severity – 1	Priority – Low
4	Severity – 2	Priority – High
5	Severity – 2	Priority – Medium
6	Severity – 2	Priority – Low
7	Severity – 3	Priority – High
8	Severity – 3	Priority – Medium
9	Severity – 3	Priority – Low
10	Severity – 4	Priority – High
11	Severity – 4	Priority – Medium
12	Severity – 4	Priority – Low

ROC Program Test Management Framework

9.15 Defect Rectification SLA's

Service Levels define the target time to fix defects and take into account:

- The urgency of the situation
- The need to strike a balance between speed, quality, sensible packaging and delivery of fixes

For the ROC Program it is envisaged SLA's will be agreed around delivery of configuration fixes and fixes to the underlying COTS products would be delivered via vendor product roadmap(s) and internal processes.

Note – The SLA information below has been taken from Sydney Trains Enterprise Release Planning (ERP) documentation and intended to be used as a guide. ROC Program SLA's will need to be agreed.

Defect Severity	Response Time	Resolution Time	Validation Time	Total SLA
Severity 1	0 - 2 Hours	4 Hours	4 – 8 Hours	Less than 1 Day
Severity 2	0 – 4 Hours	1 Day	1 Day	1 Day
Severity 3	0 - 2 Days	3 Days	4 Days	4 Days
Severity 4	0 – 5 Days	5 days	5 Days	5 Days

In the context of the defect statuses:

- Response Time is the time taken in the New Status (including Triage)
- Resolution Time is the time taken in the Analyse and Fix Statuses
- Validation Time is the time taken in the Deploy, Retest and Closed statuses
- Durations are expressed in business hours and business days
- Service levels are dependent upon availability of sufficient information to analyse and resolve the defect

9.16 Change Management

Under the SAPF, and more specifically the RMP and the CMP, once a specification has been reviewed and formally agreed upon it will be baselined. A baselined artefact can only be changed through formal change control procedures. On the ROC Program baselines are maintained as part of the Configuration Management Process under the CMP.

ROC Program requirements specification will be baselined and fall under the Configuration Management Process. As such any new requirements or variations to existing requirements identified during testing will be raised as a Program Change Request (PCR) and follow the Configuration Management Process.

Each PCR will need to be impact assessed based on a number of criteria including but not limited to:

- Cost
- Impact on Schedule
- Impact on test effort

9.17 ROC Technology Environments

The ROC Program will deliver four new technology systems into a complex landscape of existing applications. Technology environment requirements and specifications will be detailed in the Technology Environment Management Strategy (TEMS) and the Technical Infrastructure Design (TID), which are deliverables of the Detailed Design and Build Phases.

It is envisaged non-Production technology environments (including integration with existing applications where necessary) will be required to accommodate delivery of the following activities in line with Program time frames:

- System Development & Unit Testing
- System Testing
- System Acceptance Testing
- System Integration Testing
- Load & Performance Testing
- User Acceptance Testing
- Cross-Stream Testing
- User Training
- System Demonstrations

It is also expected instances of the new ROC technology systems will need to be delivered to complete the Sydney Trains Production Environment including DR capability.

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9.18 ROC Technology Environment Management

In keeping with the ROC Statement of Requirements which was published as part of the technology RfP, Sydney Trains is looking for the System Integrator to be a single point of accountability with ‘overall responsibility for the specification, design and build of ROC systems, through to bringing the system into production and change of control to the target support model’.

Technology environment management will be critical to achieving this. The details around technology tests environment management will be delivered in the Technology Test Environment Management Strategy (TEMS), which is a deliverable of the Detailed Design phase and as a minimum is expected to include the following information:

Activity	Description
Environment Availability	Aside from agreed maintenance windows, test environments are expected to be available 24/7 during test planning, preparation and execution periods. Sydney Trains should be both informed and approve any planned outages during these times. Unplanned outages will be managed through environment support.
Environment Support	Details will need to be agreed within the TEMS, however during test planning, preparation and execution periods the following types of environment support arrangements are likely to be required: <ul style="list-style-type: none"> Standard Support Mon to Fri – 8.00am to 6.00pm Extended Support Mon to Fri – 6.00am to 10.00pm (with 48 hours’ notice) Weekend Support Sat & Sun – 8.00am to 6.00pm (with 48 hours’ notice)
Configuration Management	The Configuration Management Strategy the program will adopt to assure sound practice around code version control, code branching and merging.
Release Management, Release Notes, Deployments & Outages	In order to strike the right balance between speed, quality, sensible packaging and the delivery of fixes to testing, agreed deployment windows will need to be agreed. Test productivity can also be impacted if deployment outages occur too frequently. Outside the agreed deployment times there should be a provision whereby the Phase Test Manager can agree to ad hoc deployments if required. Each deployment to a test environment should be accompanied by sufficiently detailed Release Notes to inform the test team which fixes have been delivered and enable the status of those items to be updated in the test management tool.
Back Up & Restore	The back-up and restore requirements for test environments.
User Access & Administration	The provision of user access to test environments including ensuring access to the required role profiles and privileges.

Many test phases will have a dependency on integration with existing application environments. These dependencies should be detailed within the TEMS to ensure ROC test environment requirements are met.

9.19 Testing Escalation Path

Escalation is a critical process used by Program team members to resolve issues. Clear communication is the key to any escalation process and the objective of escalation is to create a path for resolution of issues.

For ROC testing activities the Escalation path will be as follows:

Tester => Test Lead => Test Manager => Program Test Manager => Program Management

Some the key principles of the escalation process have been outlined below:

- All program team members and participants are empowered to escalate
- Escalation needs to be managed
- Escalation must be documented
- Escalation needs to be timely
- Escalation is a risk and issue mitigation process

9.20 Training

Sydney Trains business users (also known as Subject Matter Experts or SME's) who will participate in Technology UAT and Cross-Stream Testing will need to be trained in the new ROC technology systems, processes and procedures prior to the commencement of R1 Technology UAT.

Training SME's to participate in these activities and the subsequent training of all end users is within the scope of the ROC T&C stream.

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10 Appendix B – Technology Test Phases

The ROC Program has engaged product vendors and a System Integrator who will deliver the majority of Technology In-Stream testing on behalf of the Program. This document does not set out be prescriptive about how these vendors deliver testing. Vendors should document their recommended test strategy and approach via deliver of the Technology Test Strategy and other test planning documentation for Sydney Trains review and approval. The ROC Program will also provide a layer of Test Governance across vendor technology testing.

In January 2015 an agreed interim version of this document (v1.0) was shared with technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early view of the Program Test Management Framework, including early Program thinking around technology test phases, roles and responsibilities to assist vendors in preparing a BAFO. The detail relating to these test phases and how they might be delivered are reflected in this appendix.

10.1 Shakedown Testing

Following a deployment to any test environment a Shakedown Test will be performed. The Shakedown Test is generally a selected sub-set of test cases executed to verify the deployment has been successful and all required components of the test environment are present with required connectivity and interfaces in place. A successful Shakedown Test indicates both the deployment and the environments are ready for the commencement of a test phase.

10.2 Unit Testing (UT)

Test Phase Definition:	Unit testing focuses on the key activities which must be verified at the component level to demonstrate modules operate as designed. Unit Testing is executed to ensure valid operation of components prior to System Testing and may include verification of: <ul style="list-style-type: none"> • Mandatory Fields • Event Handling • Boundary Testing of Upper & Lower Limits • Character Acceptance • Error and exception handling
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Deliverables:	There will not be any formal deliverables produced as artefacts of Unit Testing. System Testing will follow, be delivered by the same test phase owners as Unit Testing and be governed by the ROC Program.
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.

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Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for Unit Testing.
Test Artefacts:	There are no formal test artefacts produced during Unit Testing which will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.3 System Testing (ST)

Test Phase Definition:	<p>New ROC systems and changes to existing applications tested without integration. System Testing may include:</p> <ul style="list-style-type: none"> Design Validation – Ensures an individual system as a discreet module will correctly process, pass and store data as specified. Test stubs, harnesses or simulators should be used during System Testing to ensure boundaries of the solution are validated in preparation for integration testing Usability Testing – Ensures the system complies with application standards and presentation policies. This may include consistency of hotkeys, uniform navigation and listing standards. Usability Testing ensures the new application or change to an existing application will ‘fit’ into the existing application landscape Data Conversion – Verification of data loads, data migrations, data conversions and data handling. Includes ensuring any data to be loaded is accurately defined Service validation including adoption of standards e.g.: SIRI and simulated service testing using SOAP UI and stubs Testing of Non-functional requirements
Test Phase Owner:	<ul style="list-style-type: none"> SP1, SP2 & SP3 product vendor(s) Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> SP1, SP2 & SP3 product vendor(s) Sydney Trains Portfolio Teams for changes to existing applications
Test Governance:	<ul style="list-style-type: none"> SP4 – Systems Integrator ROC Technology Stream

Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for System Testing.
Test Artefacts:	System test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.4 System Acceptance Testing (SAT)

Test Phase Definition:	SAT verifies each application which has exited System Testing can be correctly installed, configured and provisioned into an integrated ROC Test Environment. Each Product Vendor will then execute an agreed subset of tests to prove the applications and environment are ready for the commencement of SIT.
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	Test Execution: <ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications Witnessing Testing: <ul style="list-style-type: none"> • SP4 – System Integrator

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Test Governance:	<ul style="list-style-type: none"> • SP4 – System Integrator
Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	HP ALM
Test Artefacts:	SAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.5 System Integration Testing (SIT)

Test Phase Definition:	SIT verifies systems which have been proven to function correctly in System Testing work together when integrated. System Integration Testing should commence with point to point service integration testing for example REM to TIBCO, TIBCO to REM, changed existing application to TIBCO, TIBCO to changed existing application. Transaction flows across all components and systems which make up the ROC Technology solution will then be verified to ensure data flows through each component of the solution as expected without conflicts, corruption, duplication or loss. SIT should also include: <ul style="list-style-type: none"> • Non-functional testing such as failure and recovery • Sociability Testing which ensures all new and existing applications can co-exist on a user’s desktop without conflict.
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for SIT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for SIT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SIT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	SIT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

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10.6 Load & Performance Testing (L&P)

Test Phase Definition:	<p>Load & Performance Testing evaluates the compliance of a system or software components against specified non-functional requirements such as response times, transaction processing time and resource utilisation. Load and Performance Testing may include the following types of tests:</p> <ul style="list-style-type: none"> Performance Soak Volume Scalability Stress As we as providing results which can be used as an input to Capacity Planning <p>It is expected L&P Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.</p>
Test Phase Owner:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for L&P L&P Scripts Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for L&P
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	The environment used for L&P Testing should be as ‘production like’ as possible. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>

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Test Tools:	Load Runner and HP ALM
Test Artefacts:	L&P test scripts, results and defects stored in Load Runner and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.7 Security & Penetration Testing

Test Phase Definition:	<p>Security Testing checks whether the application(s) or service(s) are secure including requirements covering confidentiality, integrity, authentication, availability, authorisation and non-repudiation by answering the following questions:</p> <ul style="list-style-type: none"> How vulnerable is the system to attacks; can anyone hack the system or login to the application without authorisation? How well is the data protected while the system maintains functionality? Is there any information leakage via encryption, firewalls, wide range use of software and hardware? <p>For the ROC Program, Security requirements as stated in the Detailed business requirements will be tested during System and System Integration Testing as practicable. As such, these activities will be covered by the Technology Test Strategy document and subsequent technology test planning documentation. The rest of this section relates specifically to Penetration Testing, which is a specific subset of Security Testing.</p> <p>Penetration Testing involves playing the role of an attacker in order to determine the vulnerability of an organisation’s IT landscape against unauthorised attack, malicious user(s) or malware. The ROC Program plans to engage a third party to undertake Penetration Testing.</p> <p>The scope of Penetration Testing required by the ROC Program is to be determined during the build phase and documented in the Security and Penetration Detailed Test Plan.</p> <p>It is envisaged Penetration Testing may be re-run over numerous iterations throughout the life of the ROC Program.</p>
Test Phase Owner:	<ul style="list-style-type: none"> ROC Technology Stream
Test Resources:	<ul style="list-style-type: none"> External Consultancy
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream and Sydney Trains Security Architect(s)
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Security & Penetration Testing Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Security & Penetration Testing <p>Note – Due to the nature of Security & Penetration Testing, distribution of artefacts may be restricted.</p>

Test Location:	TBC. Potentially External Consultancy offices.
Test Environment:	TBC via consultation with Sydney Trains Security Architect(s) and documented in the Security and Penetration Detailed Test Plan.
Test Data:	Test data for Penetration Testing will be the responsibility of the external consultancy and will be socialised and accepted (as required) via the reviews and approval of Security & Penetration Testing Planning artefacts.
Test Tool:	Access to defects identified during Penetration Testing by the external consultancy is likely to be restricted. As such they may be recorded in a separate instance of HP ALM or in an appropriate securely stored format. Additional tools to be supplied by external consultancy as required.
Test Artefacts:	Security & Penetration scenarios, results and defects will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.8 Automated Regression Testing

Test Phase Definition:	A selection of ROC scenarios will be selected and form the basis of the ROC Automation Regression Suite. These scripts will need to be maintained throughout the program lifecycle as ROC systems and existing applications are developed and changed. It is expected Automated Regression Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.
Test Phase Owner:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Automated Regression Automated Regression Scripts Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Automated Regression
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	Automated Regression scripts may be run in a number of environments over the course of the ROC Program. Details to be confirmed in the ROC Technology Test Strategy and ROC Technology Environment Management Strategy (TEMS) documents.

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Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	Quick Test Professional (QTP) and HP ALM
Test Artefacts:	Automated Regression test scripts, results and defects stored in QTP and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.9 User Acceptance Testing (UAT)

Test Phase Definition:	<p>UAT verifies Business requirements have been met in the technology systems delivered. The objective of UAT is to test the overall business functionality of technology systems from an end user perspective in the context of Business processes and roles to assure the overall solution is fit for use in a business context. By proving systems will perform as expected, UAT allows sponsors, stakeholders and end users to provide their acceptance of the technology systems delivered.</p> <p>A ROC test principle is that program testing should occur prior to business testing. Program test resources will execute UAT scenarios in order to identify and resolve defects prior to Business UAT. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Use of professional test resources to save Business resources from 'testing fatigue' • Build program confidence prior to business exposure <p>Business resources will then execute (a potentially cut down set of) UAT test cases. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Duration, iterations and defects greatly reduced by program UAT • Business resources initial experience with systems is a positive one • Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of the defects identified during Business UAT. If earlier test phases are permitted to achieve their agreed exit criteria and defects which could have been identified and resolved in those test phases are found during Business UAT, we would conclude earlier test phases could have been more effective. If this is the case, further analysis should be conducted to determine how these test phases can be improved for future Releases.</p> <p>If Business UAT identifies and resolves the types of defects only SME's from the Business were likely to pick up, we can conclude Business UAT has served its purpose and earlier test phases have been effective.</p>
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • Program UAT – ROC Program and SP4 resources • Business UAT – Sydney Trains business users (ROC SME's), supported by ROC Program, Product Vendor and System Integrator resources
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for UAT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for UAT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC UAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	UAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

11 Related Documents

The following documents have been referenced in preparing this Program Test Management Framework.

Document Title	Version Number
ROC Roadmap	V2.1
ROC Program Systems Assurance & Planning Framework SoW	V11.1
Rail Operations Centre Concept of Operations	V4.0
PMLC ROC Project Management Plan	V2.2
ROC Final Business Case	V5.0
Program Quality Management Plan	V2.0
Infrastructure Assurance Plan	V1.0
ROC Solution Scope	V1.1
Rail Operations Centre (ROC): Timeline to 2018	(Final)

Appendix I – Governance Model

See embedded document: ROC DTTS Detailed Design - Technology Vendor Project
Communication Plan: ROC-TEC-PL-0018



ROC-TEC-PL-0018 -
ROC DTTS Detailed D

Communication Plan



ROC DTTS Detailed Design - Technology Vendor Project Communication Plan Rail Operations Centre Program

DTTS Detailed Design

Project or Program

"Project"

Communication Plan

Document Ownership Information

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Document Name and Version Control

(Circulated versions only)

Document Name & Location		ROC DTTS Detailed Design - Technology Vendor Project Communication Plan	
Version	Date	Author	Reason for Issue / Changes Included
0.1	26/8/2016	David Hayward	Renamed to DTTS project. Add RDT meeting
1.0	9/09/2016	C. Partridge	Updated with SharePoint link and finalised for issuance to ST for review
1.1	29/09/2016	David Hayward	Updated with ST feedback received and agreed with ST DTTS Project Manager
2.0	6/10/16	C. Partridge	Final feedback incorporated from ST DTTS Project Manager and incremented to v2.0 for issuance to Sydney Trains for endorsement and approval.
3.0	24/10/16	David Hayward	Stated that this version supercedes R1 & R2 coms plans. Updated frequency of ROC Vendor Steering Committee Removed Technology risk management meeting

Communication Plan

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Communication Plan

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Reference Documents

The following documents were referenced as part of the development of this document:

Document Name	Version	Date
ROC Release 1 REM Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/R1%20Detailed%20Design%20Deliverables%20(ST%20Signed%20Off)/Project%20Communication%20Plan%20for%20Release%201%20v4.0.docx	v4.0	19/01/2016
ROC Release 2 CIMS Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC-TEC-PL-0001%20-%20ROC%20Technology%20Vendor%20Communication%20Plan.docx	V1.52	23/5/2016
ROC Program Governance Schedule (contract schedule) http://sps.rail.nsw.gov.au/sites/ROC/General%20Program/ROC%20Program%20Calender%202016.xlsx	N/A	11/05/2016
ROC Release Delivery Team Charter http://sps.rail.nsw.gov.au/sites/ROC/Release%20Working%20Group/ROC-SIN-PR-002%20Release%20Delivery%20Team%20Charter-v1.0.docx	V1.0	3/09/2016

Communication Plan

1 Document Purpose

The ROC Technology Vendor Communication Plan clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. This version of the document supercedes the Release 1 and 2 ROC Technology Vendor Communication Plans.

The ROC Technology Vendor Communication Plan outlines:

- What needs to be communicated and to whom;
- How often these exchanges should happen; and
- In what format and why they are necessary.

2 Definitions

Term	Definition
Customer	“Customer” means Sydney Trains
DRICA / DRICASB	Dependencies Risks Issues Changes Actions / Dependencies Risks Issues Changes Actions Scope- Benefits
Individual Contractor / Contractors	Refer to “Other Contractor”
System Integrator (SI) Contractor or Contractor	“System Integrator (SI) Contractor” or “Contractor” means Ajilon Australia Pty Ltd
Other Contractor	“Other Contractor” means the IMS, CIMS or DTTS contractor
SME	“SME” means Subject Matter Expert

3 Project Reporting

3.1 Project Highlight Reports

A Project Highlight Report will be published weekly by the SI Project Manager to the Sydney Trains ROC Program (refer to Matrix for full list of recipients). The report will contain:

- Achievements for the period;
- Plan for the next period;
- Status of any Change Requests;
- Milestones and deliverable progress; and
- Risks, Actions, Issues and Decisions (DRICA)

Communication Plan

4 General

4.1 Introduction

The ROC Technology Vendor Communication Plan document describes the relationship between the Customer and the Contractors (Vertical), as well as the SI Contractor and Other Contractors (Horizontal) to enable effective, efficient, and high-quality delivery of Services to the Customer and to each other, to enable the Customer to achieve the business objectives of the ROC Technology Solution.

This document sets out the communication structure for overall management of the relationship, the roles and responsibilities of the parties to maintain a working relationship, and the type, content and frequency of the meetings that will be held.

The purpose of the ROC Technology Vendor Communication Plan is to ensure that guiding principles, objectives, structures, operating guidelines, methods and measures for implementing effective communication are clearly defined and consistently implemented.

4.2 Guiding Principles

The ROC Technology Vendor Communication Plan is designed to achieve the following guiding principles:

- a. Promoting a collaborative relationship
- b. Continually validating consistency of the results and benefits derived from the ROC Technology Vendor Communication Plan with the Customer's and the Contractor's expectations and objectives
- c. Establishing a structure to streamline day-to-day management and administration of the relationship
- d. Ensuring that an effective relationship management process exists for communication, decision making, joint issue resolution, the Customer satisfaction, contract change and continuous improvement
- e. Ensuring overall monitoring of contractor performance
- f. Ensuring that potential issues in due course are investigated, resolved and – if necessary – escalated
- g. Establishing effective means for managing the delivery of quality
- h. Monitoring established Customer objectives.

Communication Plan

5 ROC Technology Vendor meetings

The following ROC Technology Vendor meetings are established for the ROC Program.

5.1 Executive Meeting

The Executive meeting is the forum from which executives from Sydney Trains and the System Integrator discuss the progress of the project and potential future opportunities.

The Executive meeting is conducted annually involving: from Sydney Trains, Executive Director of Future Network delivery, the CIO, General Manager of the relative Business and the ROC Program Director. From the Contractors perspective, attendees should be: CIO, and Senior Account Manager or appropriate "C" level Representative.

The following administrative matters relate to the Executive Meeting:

- a. Attendees:
 - i. From the Customer: Executive Director of Future Network delivery (Chairman), Chief Information Officer, the General Manager (of the relative Business), the ROC Program Director (who supports the CIO).
 - ii. From the Contractor: Chief Executive Officer (Vice Chairman), the Chief Information Officer, Senior Account Manager or "C" level representative.
- b. The Customer's Chief Information Officer shall be supported by the ROC Program Director; The Contractor's General Manager shall be supported by the Managing Director.
- c. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor
 - ii. Overall performance against business goals
 - iii. Where applicable, revision of goals and long term plans for development of the relationship
 - iv. Identify and discuss joint strategic business direction and opportunities
 - v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution.
- d. Material: The following support document should be made available to the attendees of the Executive Meeting:
 - i. Meeting Agenda
 - ii. ROC Vendor Executive Pack documenting contract performance
 - iii. Recommendations as escalated from the ROC Vendor Steering Committee
 - iv. Critical Risk and Issues derived from the Risk and Issues Register
 - v. Decision log.
- e. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting.
- f. Frequency: Executive Meetings shall be held annually commencing on the first anniversary of execution of the Detailed Design agreement.

Communication Plan

5.2 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution. The ROC Vendor Steering Committee shall meet quarterly or more frequently if required, to promote a relationship based on trust and mutual understanding and assess and set overall strategy for the relationship.

The ROC Vendor Steering Committee comprises Executives from the Contractor as well as Executives associated with the ROC Program.

The following administrative matters relate to the ROC Vendor Steering Committee meeting:

- a. Attendees:
 - i. From the Customer: The Chief Information Officer (Sydney Trains), the General Manager of Strategic Procurement and the ROC Program Director. The following attendees report in to this meeting: Commercial Manager and ROC Technology Program Manager.
 - ii. From the Contractor: The General Manager responsible for the account or appropriate "C" level Representative. The following attendees report in to this meeting: Project Director.
- b. Agenda: The Meeting Agenda of the ROC Vendor Steering Committee includes:
 - i. Project update
 - ii. Strategic direction of the ROC Program
 - iii. Status of the relationship between the Parties
 - iv. Project budget / incentive opportunities
 - v. Future opportunities associated with the ROC Program and Sydney Trains in general
 - vi. Escalated risk raised by the Management Committee
- c. Material: The following support document should be made available to the attendees of the ROC Vendor Steering Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risks only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with attendees within 48 hours of the end of the meeting
- e. Frequency: ROC Vendor Steering Committee Meetings shall be held quarterly.

5.3 Multi-Vendor Management Committee

The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.

The Multi-Vendor Management Meeting is the forum to review, discuss and provide recommendations on technology, performance and relationship improvements for continual service improvement (CSI).

The Multi-Vendor Management Meeting should be held quarterly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Multi-Vendor Management Meeting should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Sydney Trains & System Integrator:

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- a. Attendees:
 - i. From the Customer: The ROC Program Director, ROC Technology Program Manager, T&C Program Manager and Commercial Manager.
 - ii. From the Contractor: The Senior Account Manager and Project Director
- b. Agenda: the Multi-Vendor Management Committee Agenda includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Relationship Management
 - iv. Proposed efficiencies / business improvement
 - v. Future scope opportunities associated with the ROC Program
 - vi. Escalated risk raised by the Governance Meeting
 - vii. General business
- c. Material: The following support document should be made available to the attendees of the Multi-Vendor Management Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risk only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Multi-Vendor Management Meeting is to meet quarterly.

5.4 Management Committee (Individual Contractors)

The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.

The Management Committee meeting (Individual Contractors) should be held monthly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Management Committee (Individual Contractors) should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Management Committee (Individual Contractors):

- a. Attendees:
 - i. From the Customer: The ROC Technology Program Manager and Commercial Manager. The following attendees report in to this meeting: ROC Release Project Managers.
 - ii. From the Contractor: The Senior Account Manager and Project Director. The following attendees report in to this meeting: Contractor Release Project Managers.
- b. Agenda: includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Commercial Management
 - iv. Relationship Management

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- v. Proposed efficiencies / business improvement
- vi. Future scope opportunities associated with the ROC Program
- vii. Escalated risks raised by the Multi-Vendor Management Meeting
- viii. General business
- c. Material: The following support documents should be made available to the attendees of the Management Committee (Individual Contractors):
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Status Update Pack
 - iv. Joint DRICA ("A" and "B" risks only).
- d. Meeting Minutes: Minutes shall be taken by the ROC PMO representative and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Management Committee (Individual Contractors) is to meet monthly

5.5 Release Delivery Team Meeting

5.5.1 Objectives

The objectives of the ROC Release Delivery Team (RDT) as stated in the RDT charter, are to:

- a. Ensure that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).
- b. Ensure that the program has a clear and common understanding of the scope of the Release.
- c. Ensure the program has a clear and common understanding of how the Release is to be implemented.
- d. Ensure that the Release is compatible with the previous Release and the following Release.
- e. Ensure that scope issues and challenges are identified, prioritised and resolved in a timely manner such that the release schedule is not negatively impacted.
- f. Make recommendations to, and seek endorsements from, the SDRG in relation to release scope challenges and in accordance with the ROC Standard SDRG Meeting Pack guidelines.
- g. Manage the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.
- h. Coordinate the production of, and consolidation of, the deliverables for each ARB Release Gate, in accordance with the program's quality assurance guidelines.

5.5.2 Meeting overview

- a. Attendees:

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- I. From the Customer: Release delivery Manager, Stream delivery managers
 - II. From the Contractor: Release Project Manager from each vendor
- b. Agenda: Release Delivery Team Meeting Agenda includes:
- I. Project status and update
 - II. Schedule Management
 - III. Relationship Management
 - IV. Escalated risk raised by the Governance Meeting
 - V. General business
- c. Material: The following support document should be made available to the attendees:
- I. Meeting Agenda
 - II. Minutes of previous meetings
 - III. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting
- d. Frequency: the Release Delivery Team Meeting is to meet weekly for each release.

5.6 Vendor Management Meeting

The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Meetings should be held weekly to ensure the Project remains focussed on the critical path, and address matters such as delinquency of performance or differing interpretations of the Contractors obligations, progression of the relative ROC Release, service delivery, quality, issue clarification and resolution etc. Where these cannot be resolved to the mutual satisfaction of the Parties, the issue should be escalated to the Management Committee.

Vendor Management Meetings should be conducted by the Project Managers. Items to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc.

No commercial matters are discussed at this level due to the involvement of a number of different vendors.

The Vendor Management Meeting is the first level of management oversight of the ROC Program and should be conducted in separate Release streams to reflect the unique roles of the Individual Contractors.

The following administrative matters relate to the Vendor Management Meeting:

- a. Attendees:
 - i. From the Customer: the relative ROC Release Project Manager, Technology Lead Architect or nominated delegate
 - ii. From the Contractor: Release Project Manager, Project Coordinator and nominated technology SME
- b. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Performance against the schedule
 - ii. Proposed scope changes
 - iii. Deliverable status, including acceptances

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- iv. Resource planning
- v. Customer's CSI compliance
- vi. Risks and Issues
- vii. Escalation points for Management Committee Meeting
- c. Material: The following support documents should be made available to the attendees of the Vendor Management meeting:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Highlight Report
 - iv. Risk and Issues derived from the Risk and Issues Register
- d. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the attendees within 48 hours of the end of the meeting
- e. Frequency: Vendor Management Meetings shall be held weekly.

5.7 Operational Meetings

The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security, integration, configuration and customisation issues, etc.

Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel. No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.

5.8 Project Management Forum

The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.

- a. Attendees:
 - i. From the Customer: The ROC Technology Release Project Managers
 - ii. From the Contractor and Other Contractors: Release Project Managers
- b. Agenda includes:
 - i. Master Schedule overall
 - ii. Potential blockers, emerging issues, threats
 - iii. Relationship Management
 - iv. Lessons learnt, good practice share
 - v. Collegiate advice
 - vi. Future horizon planning
- d. Material: The material is as required to support the subjects being discussed
- e. Meeting Minutes: There are no minutes however action items are taken and distributed
- f. Frequency: fortnightly.

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6 Governance Structure (Technical Governance)

6.1 Contractor (SI) and Other Contractors

6.1.1 The Contractor (SI) is the Customer’s agent responsible for delivering the ROC Solution. Technical Governance between the Contractor and Other Contractors, as well as the Contractor and the Customer is as described in the following diagram.

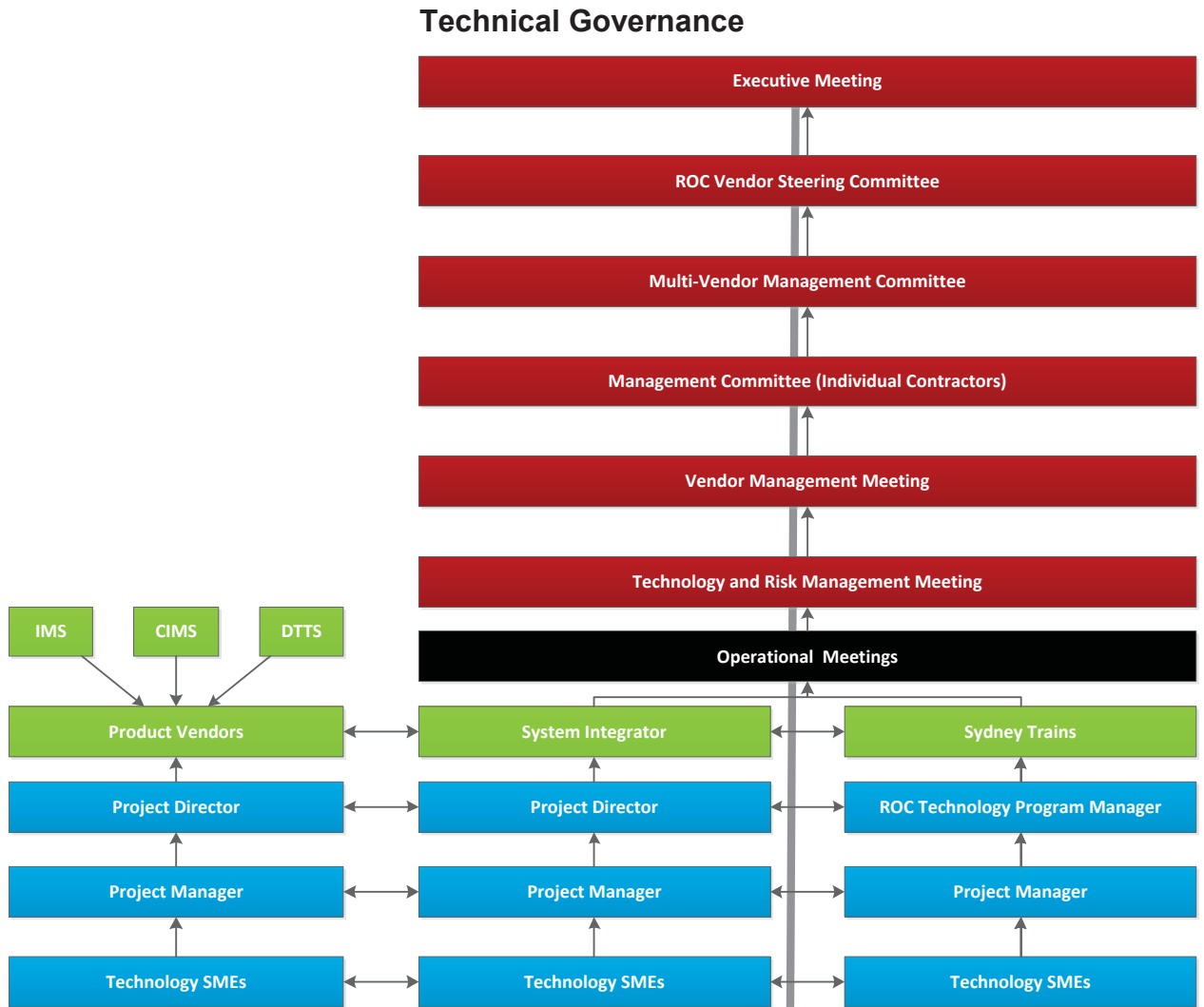


Diagram 1: ROC Technical Governance Diagram

Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cell is not subject to the formal governance process but included by reference in this document.
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 6.1.2 The vertical cells establish the logical workflow between the Contractor and the Other Contractors, as well as the Contractor and the Customer.
- 6.1.3 The horizontal cells establish technical counterparts in increasing levels of significance.
- 6.1.4 The delineation of responsibility is exhibited by the black line between the Customer and Contractor. The purpose is expressly designed to provide a visual representation of the Systems Integrator model engagement.
- 6.1.5 This is reinforced by the fixed engagement lines between the Contractor and Other Contractors technical counterparts, and the line between the Contractors and the Customers technical counterparts. This serves to demonstrate that the Contractor may directly engage the Customers technical personnel during the program, however the technical relationship for product vendors only extends to the Contractor.

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7 Governance Structure (Commercial Governance)

7.1 Commercial Governance

- 7.1.1 While the Contractor (Systems Integrator) is the Customer’s agent responsible for delivering the ROC Solution, commercial matters are expressly excluded from the scope of managing the Other Contractors in order to ensure confidentiality of the Other Contractors’ commercial affairs.
- 7.1.2 Commercial Governance between the Parties is therefore dealt with individually between the Customer, the Contractor and the Other Contractors as illustrated in the following diagram.

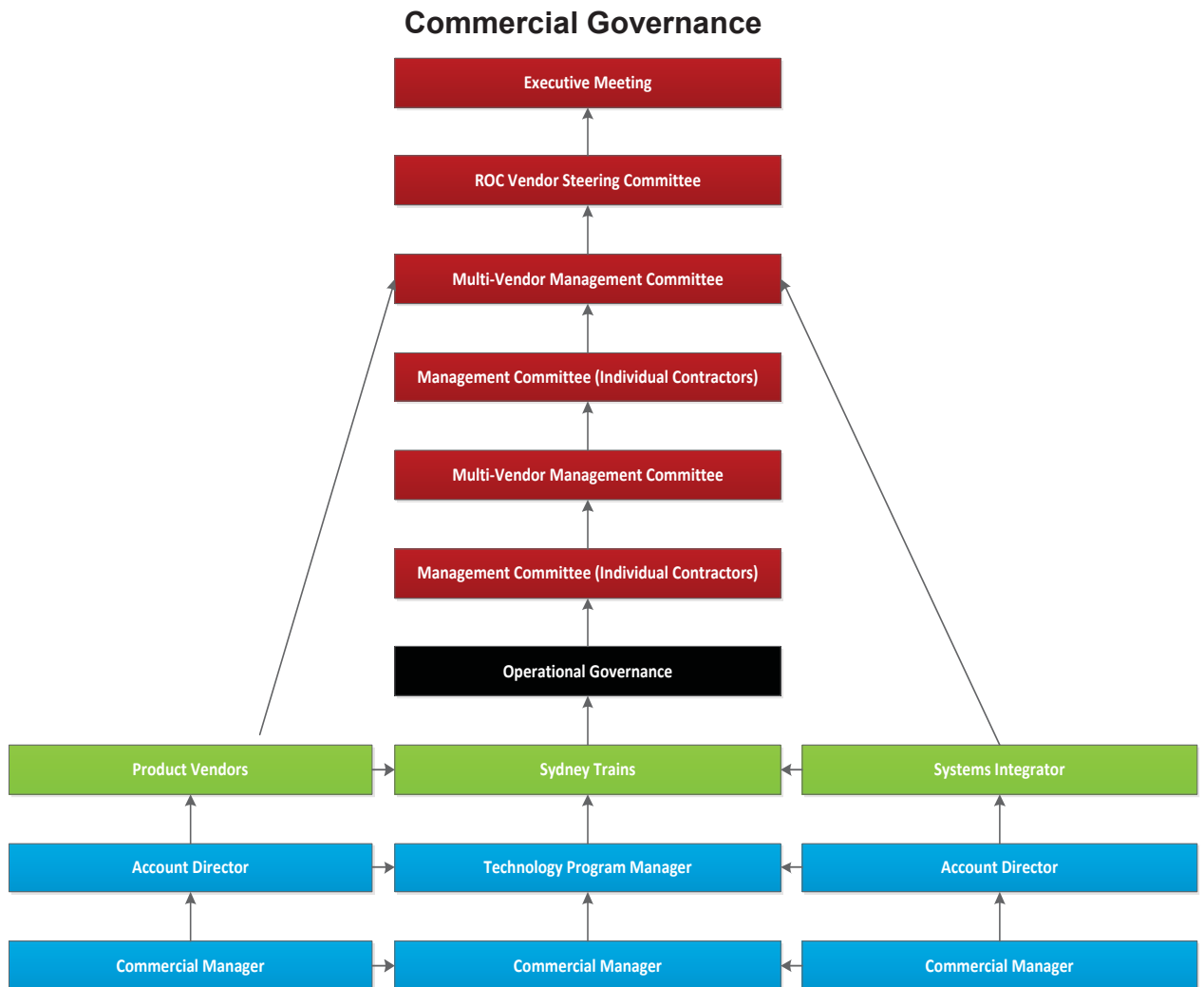


Diagram 2: ROC Commercial Governance Diagram

7.1.3 Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cells are not relevant to Commercial Governance
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 7.1.4 The vertical cells establish the logical workflow within the relevant organisation. Note the separation of the Contractor and the Other Contractors.
- 7.1.5 The horizontal cells establish commercial counterparts between the Other Contractor and the Customer and the Contractor and the Customer.
- 7.1.6 Commercial discussions bypass the operational meeting and vendor management meeting as these involve non-commercial attendees.
- 7.1.7 Discussions relating to commercial issues should occur at the Management Meeting as:
 - a. Meetings are between the Customer and individual contractors to ensure confidentiality of their information.
 - b. The absence of other Contractors promotes an open and frank exchange of views between the parties, including highlighting any issues any Contractor may have with another Contractor.

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8 Contractor's Key Roles in the Governance Structure

8.1 Overview

The Contractor shall provide the following key roles in the joint governance structure:

- a. Managing Director
- b. General Manager
- c. Account Executive / Client Relationship Manager
- d. Service Delivery Manager / Project Director
- e. Account Executive / Client Relationship Manager
- f. Commercial Manager
- g. Project Manager
- h. Lead Solution Architect.

The primary governance-related responsibilities for each key role are specified in sub-section "Key Roles and Responsibilities".

The Contractor shall appoint an individual for each of the roles above and one individual may not fulfil more than three of the roles above.

8.2 Key Roles and Responsibilities

8.2.1 Managing Director

The Contractor's Managing Director is responsible for all facets of the Contractor's performance, including service delivery, relationship management and finances. The Managing Director interfaces with the Customer's CIO.

8.2.2 General Manager

The Contractor's General Manager is responsible for the overall management of the relationship at the strategic and executive level as well as leadership of the service delivery team. The General Manager interfaces with the Customer's Program Director.

8.2.3 Account Executive / Client Relationship Manager

The Contractor's Account Executive will be responsible for the overall engagement with the Customer under this Agreement. The Account Executive will be the single point of accountability for the account and for all of the Services. The Account Executive works with the Customer's Technology Program Manager to align the delivery of Services with the strategic needs of the Customer, with focuses on performance, charges and contractual matters. The primary governance-related responsibilities of the Account Executive are:

- a. Management of the executive relationship between the Contractor and the Customer
- b. Management of the Contractor's delivery teams
- c. Ensuring a successful relationship with the Customer
- d. Overseeing that all performance requirements are satisfied as agreed in this Agreement
- e. Ensuring proper invoicing and payments between the Contractor and the Customer
- f. Overseeing all contractual related matters, e.g. change of service levels, etc.

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- g. Ensuring that the Contractor fulfils all of its obligations under this Agreement
- h. Overseeing and being responsible for the successful completion of transition required to provide Services in this Agreement
- i. Participating in the Customer's strategic planning process and developing recommendations and plans that support the Customer's strategic direction
- j. Informing the Customer about relevant new corporate capabilities and developments within the Contractor's organisation and proposing ideas and solutions that may contribute to Continuous Improvement
- k. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.4 Service Delivery Manager / Project Director

The Contractor's Service Delivery Manager has the overall responsibility of delivering the Services. The Service Delivery Manager works with the Customer's Technology Program Manager to manage and meet commitments, requirements and expectations regarding overall delivery, including scope and demand within the scope of the Services. The primary governance-related responsibilities of the Service Delivery Manager consist of:

- a. Providing overall leadership and management of the Service delivery teams
- b. Interfacing with and supporting the Customer organisation, which contributes to building a successful relationship between the Customer and the Contractor
- c. Responsible for the appropriateness, quality and timeliness of all defined scope of Services and transition, and ensuring overall management of inter-service dependencies and issues
- d. Monitoring and measuring of the Services from the Contractor to the Customer
- e. Ensuring end-to-end responsibility of Maintenance, Service Request, and Enhancement activities to be delivered and/or maintained by the Contractor.

8.2.5 Account Manager / Client Relationship Manager

The Account Manager has primary responsibility for the administration and management of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Account Manager consist of:

- a. Establishing and executing all required account and business management processes and associated reporting to meet the Customer's expectations
- b. Ensuring that a log is updated and shared with the Customer containing names and contact information of personnel holding roles set forth in the PIPP.
- c. Informing the Customer of important changes in the Contractor's resources that may have a material effect on the Services
- d. Assisting the Account Executive in the resolution of contract disputes
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance
- f. Ensuring the Contractor's fulfilment of its obligations under this Agreement;
- g. Ensuring satisfaction of legal requirements
- h. Advising management of contractual rights and obligations
- i. Reviewing and facilitating the Contractor's approval of all contractual documents

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- j. Working with other relevant the Customer teams to ensure contractual requirements are met, including documentation and management of Service Levels
- k. Providing information to the Customer as appropriate to facilitate the Customer understanding of the Contractor's new capabilities relevant to the Services
- l. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.6 Commercial Manager

The Contractor's Commercial Manager has the overall accountability of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Commercial Manager consist of:

- a. Working with the Customer's Commercial Manager to prepare, approve, and execute contract change orders, amendments, and modifications
- b. Maintaining and updating issues and open actions log in order to track and facilitate resolution of all contractual issues and actions; performing escalations as required
- c. Assisting in the contractual management of all new service offerings and related new Customer requirements so that they are properly reviewed, approved, executed, and integrated into the Agreement in accordance with the Contract Change Control Procedure in Schedule 3 of the General Order Form.
- d. Maintaining an index of the pertinent parts of the Agreement, modifications and business agreements, contract correspondence and letters, and other agreed information and documentation pertinent to the Agreement
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance; ensuring the Contractor's fulfilment of its obligations under this Agreement; ensuring satisfaction of legal requirements; advising management of contractual rights and obligations
- f. Run benchmarking exercises in cooperation with the Customer's Contract Manager (discretionary/infrequent activity).

8.2.7 Project Manager

The Contractor's Project Manager has the overall accountability of the performance of the Project team for the day-to-day running and delivery of the Project. The primary governance-related responsibilities of the Project Manager consist of:

- a. Working with the Customer's Project Manager to ensure smooth day-to-day running and delivery of the Project
- b. Managing project deliverables to schedule and budget, identify risks and mitigation strategies and report as required
- c. Single point of contact to vendors for delivery including escalation point.

8.2.8 Lead Solution Architect

The Contractor's Lead Solution Architect has the overall responsibility and accountability of the architectural design of the ROC technology solution. The primary governance-related responsibilities of the Lead Solution Architect consist of:

- a. Working with the Customer's ROC Technology Lead Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Contractor architects in defining the technology solution, specifically supporting the Solution and Integration Architects.

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9 Customer's Key Roles in the Governance Structure

9.1 Overview

The Customer shall fulfil the following six key roles in the joint governance structure for the purpose of providing Services as per this Agreement:

- a. Chief Information Officer
- b. ROC Program Director
- c. Technology Program Manager
- d. ROC Technology Lead Architect
- e. Commercial Manager
- f. Release Project Manager

Each role can be conducted by one or divided into a small number of individuals. The Customer can decide if an individual shall conduct more than one role.

The primary governance-related responsibility for each key role is specified in Section "Key Roles and Responsibilities".

9.2 Key Roles and Responsibilities

9.2.1 Chief Information Officer

The Chief Information Officer is responsible for representing the Customer at Executive Meetings. The Chief Information Officer's key focus is on the strategic relationship with the Contractors in order to ensure the ROC Technical Solution is implemented in accordance with the Customers' operational and budgetary requirements.

9.2.2 ROC Program Director

The Customer Program Director is equivalent to the Contractor's General Manager and responsible at the strategic and executive level for management of the relationship. The Program Director shall:

- a. Provide executive sponsorship of the strategic relationship
- b. Communicate the Customer's IT strategy to the Contractor.
- c. Provide direction and leadership to the ROC Program's Stream Leads

9.2.3 Technology Program Manager

The Technology Program Manager is responsible for overseeing the delivery of Services by the Contractor. The primary governance-related responsibilities of the Technology Program Manager include:

- a. Interacting with the Contractor's Account Executive
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Where applicable, approving Service Credit and Incentive settlement. Approving and authorising the Contractor's invoices to the Customer
- e. Ensuring the Customer meets agreed-upon deadlines
- f. Providing strategic dispute resolution

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- g. Acting as the single point of contact for business users and gatekeepers for requests from business units
- h. Supporting business units in clarification of ROC technology related issues
- i. Working with the Contractor's Account Executive to revise scope of Services as required by the ROC Program
- j. Reviewing key Risks and Issues
- k. Approving prioritisation of Service Requests and Enhancements if needed.

9.2.4 ROC Technology Lead Architect

The ROC Technology Lead Architect is responsible and accountable for overseeing one or more Technology streams in the Project. The primary governance-related responsibilities of the ROC Technology Lead Architect include:

- a. Working with the Contractor's Lead Solution Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Customer architects in defining the technology solution, specifically supporting the architects on the project: Solution, Infrastructure and Data Architects.

9.2.5 Commercial Manager

The Customer Commercial Manager has the primary responsibility for managing the commercial relationship, monitoring the Contractor's commercial performance against the Agreement and ensuring contract compliance. The Customer Commercial Manager shall work with the Contractor's Account Manager and Commercial Manager to achieve the goals and objectives of the contract regarding vendor management. The primary governance-related responsibilities of the Contract Manager include:

- a. Interfacing with the Contractor's Account Manager and the Contractor's Commercial Manager counterpart
- b. Extracting contract terms, Service Levels, and performance metrics that will be monitored and reported
- c. Establishing the Customer's contract governance policies, procedures, tools, and templates
- d. Ensuring internal stakeholder and the Contractor's awareness of and compliance with the Customer's contract governance framework
- e. Regularly reviewing the Contractor's performance against the Agreement
- f. Ensuring receipt of all reports from the Contractor as agreed in the Agreement.
- g. Ensuring that a log is at all times updated and shared with the Contractor containing names and contact information of the Customer personnel holding contractual roles set forth in this schedule
- h. Participating in negotiations for updates to the Agreement
- i. Performing compliance oversight and review of the contractual elements defined in the Agreement, working with the Customer management and others to address and resolve compliance issues
- j. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document

Communication Plan

- k. Review invoices and resolve any charge related issues with the Contractor's Account Manager
- l. Coordinate benchmarking exercises (discretionary/infrequent activity)
- m. Drafting amendments to the Agreement, including socialisation with the relevant internal and Contractor stakeholders.
- n. Ensure approval of contracts and amendments in accordance with the Customer's policies and procedures, applicable laws, the Customer requirements in accordance with the Contract Change Control Procedure of Schedule 3 of the General Order Form
- o. Reviewing the Contractor's performance to contract regarding Service Levels, Service Level Credits and any Service Level rebates.

9.2.6 Release Project Manager

The Customer Release Project Manager is responsible for the day-to-day running of the Customer side of the Project and for overseeing the delivery of the Project by the ROC Program Streams and the Contractor. The primary governance-related responsibilities of the Project Manager include:

- a. Interacting with the Contractor's Project Manager
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Ensuring the Customer meets agreed-upon deadlines at the Project level
- d. Working with the Contractor's Project Manager to manage scope, schedule and budget
- e. Identify Risks and mitigation strategies.

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10 Issue Escalation Process

10.1 General

- 10.1.1 The Parties agree to implement and adhere to a defined escalation process for issues that arise regarding management of service delivery issues and the overall governance of the relationship.
- 10.1.2 Prior to a Party initiating the Escalation Process, the Parties should ensure all reasonable endeavours are undertaken to resolve the Issue at the technical level between the Contractor and the Customer's personnel, or between the Contractor and Other Contractor's technical-level personnel.
- 10.1.3 In the event that an Issue involves an Other Contractor, and is of a specific commercial nature, the escalation path should exclude the Contractor (System Integrator).
- 10.1.4 The Parties shall resolve issues in a constructive way that reflects the concerns and commercial interests of each Party. The Parties' primary objective and intent is to ensure that sufficient effort is made to have issues resolved by the appropriate levels of authority as soon as possible without the need for escalation.
- 10.1.5 In the event the Parties cannot reach a resolution of an issue at a given level, the Parties shall follow the Escalation Procedures, in terms of Notification, Documentation, and Request for Meeting, Escalation Path, and Issue Review as set forth in Section "Escalation Path".

10.2 Escalation Procedures

10.2.1 Notification

- a. Either Party (i.e the customer or the contractor) may decide that escalation is desirable when resolution of an issue appears unachievable at the current management level. In that event, the Party desiring escalation provides written notice of its intention to the member(s) of the other Party currently involved in the dispute.
- b. At either Party's request, the Parties currently engaged in attempting to resolve the issue shall meet again to attempt resolution of the issue prior to escalation to the next level. When and if the issue cannot be resolved at the current management level, the issue will then be escalated after good faith attempts by the Parties to resolve the issue at the current level. However, at any time five days or more after an issue has been escalated to one of the levels in Section "Issue Escalation Path", a Party may, by notice to the other party, escalate it to the subsequent level.

10.2.2 Documentation

- a. The Parties will jointly develop a short briefing document called Statement of Issue for Escalation that describes the issue, relevant impact and positions of the Parties.
- b. Documentation shall be prepared with the sufficient basis for an appropriate consideration and conclusion.

10.2.3 Request for Meeting

- a. A meeting will be scheduled with appropriate individuals with written notice. Parties will endeavour to meet as soon as possible, however no more than five (5) days from notification.
- b. The Statement of Issue for Escalation will be sent in advance to the participants.

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10.2.4 Escalation Path

The following diagrams depict the escalation paths based on the nature of the engagement with the Contractor. These are:

- a. Systems Integrator and the Customer; and
- b. Systems Integrator and the Other Contractors.

System Integrator (Contractor) / Sydney Trains (Customer) Escalation Path

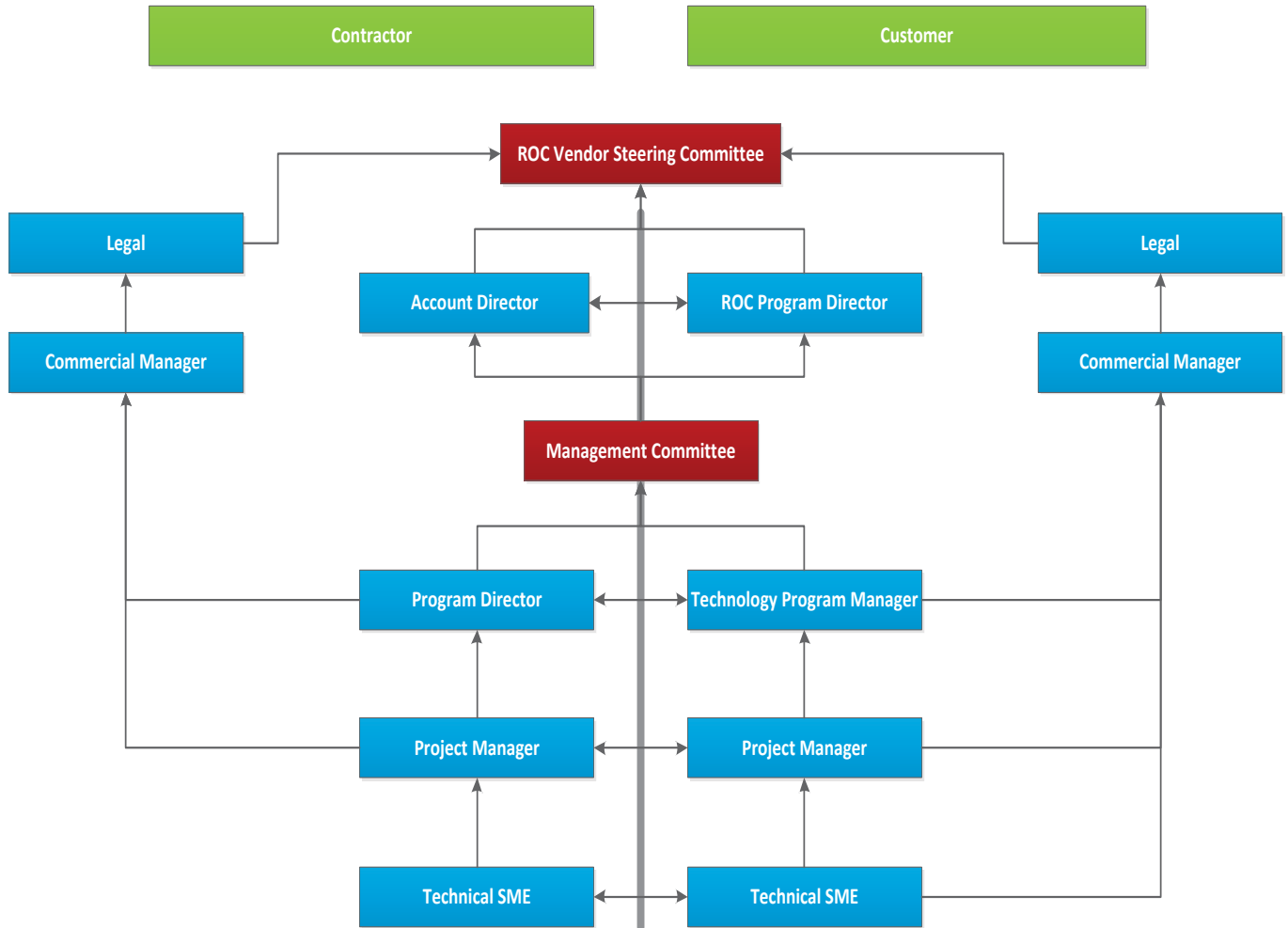


Diagram 3: System Integrator ("Contractor") / Sydney Trains Escalation Path Diagram

Communication Plan

Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

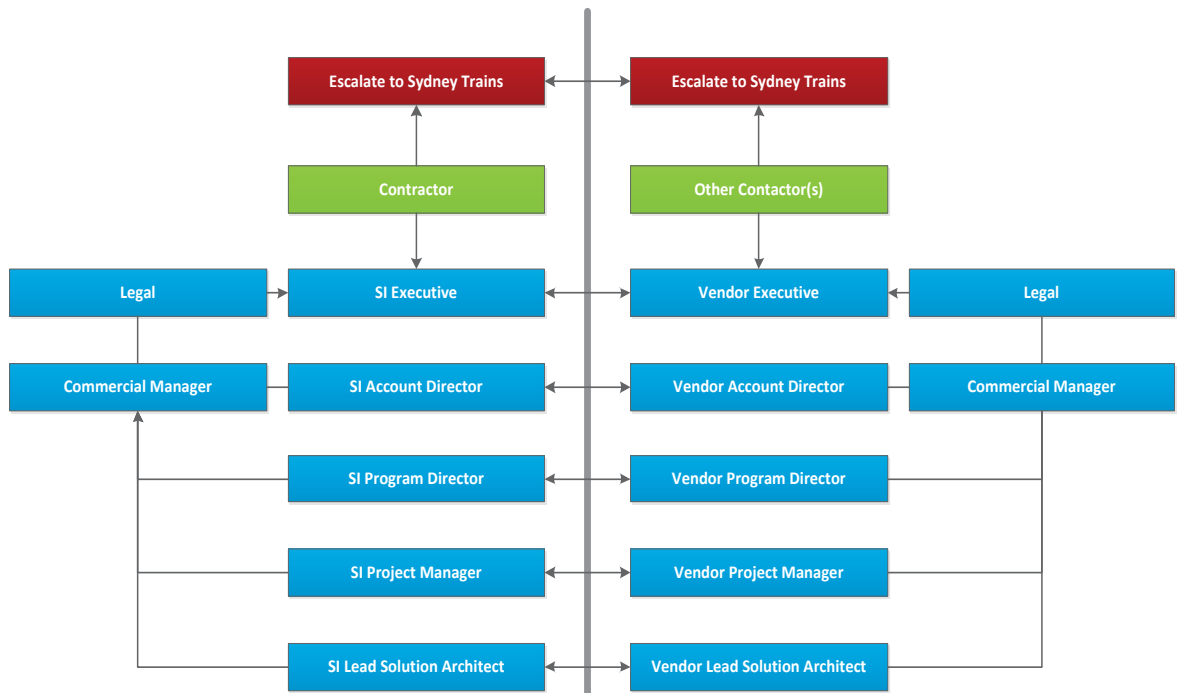


Diagram 4: Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

10.2.5 Issue Review

Each individual manager and process owner shall try to resolve any issues with their counterpart. If no agreement is made, the Parties should follow, wherever practicable, the above escalation path which attempts to resolve the issue at the counterpart level. From individual manager and process owner there are the following forums.

10.2.6 Technical Level

Wherever practicable, issues should be resolved at the technical level prior to escalation to the Vendor Management Meeting. The exception to the rule is instances where the discussion has the potential to have a quality, schedule or commercial impact. The following should be considered:

- a. Is it a technological issue related to the Contractor's product or their performance?
- b. Has the Customer contributed to the issue in terms of non-performance, delays in providing CSI, or failure to manage 3rd parties?
- c. Is the Issue attributable to limitations of the Customer's technological environment?
- d. If the issue cannot be resolved, it shall be treated according to the following contractual profile:
 - i. Technological or delivery related issues should be escalated to the Vendor Management Meeting
 - ii. Matters of a Commercial nature should be escalated to the Management Committee meeting.

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10.2.7 Vendor Management Meeting

Escalation to the Vendor Management Meeting is only appropriate if the Parties have exhausted all options at the Technical level. Attendees at the Vendor Management Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Was the issue a foreseeable event?
- c. Is it a technological issue related to the Contractor's product or their performance?
- d. Has the Customer contributed to the issue, in terms of performance, or technological limitations?

10.2.8 Management Committee Meeting

The Management Committee Meeting is the forum to discuss commercial issues escalated by a Party. Attendees at the Management Committee Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Is this a technological issue?
- c. Does the Contract support a particular Contractor's position?
- d. Was the issue a foreseeable event?
- e. Does the issue relate to partial or substandard performance by the Contractor and/or the Customer?
- f. Has the Customer provided all necessary assistance, information, etc. to enable the Contractor to perform their work?
- g. Has an Other Contractor contributed to the issue?

If the issue cannot be resolved, it shall be escalated to the ROC Vendor Steering Committee for final determination.

10.2.9 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the forum to discuss all outstanding technological, relationship or commercial issues escalated by the Management Committee Meeting. Unless it is unequivocal as to which party bears sole responsibility for an issue, the attendees' focus at the ROC Vendor Steering Committee should be to attempt to resolve the matter in a way that is conducive to the commercial interests of all Parties.

10.2.10 Issue Documentation after Resolution

- a. Resolution of an issue must be documented and executed as a statement of fact. The documentation should additionally identify what further actions will be required to prevent reoccurrence: for example, changes in processes, contract variation etc.
- b. Copies of the Issue Documentation must be retained in the shared document repository.

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10.3 ROC Culture and Behaviours

The ROC Program adheres to the following meeting rules or “etiquette”¹:

ROC Culture and Behaviors	
Meeting Etiquette ... ensuring meetings are efficient, collaborative & innovative	
You should expect ...	You should challenge ...
An agenda and purpose for the meeting should be clear in the invitation (plus any pre-reading if possible).	Meetings without precise purpose and direction which linger and do not achieve an outcome.
Meetings invitations to be sent and responded to in good time.	People tentatively accepting or declining a meeting invitation without providing a reason.
Scheduled breaks for longer meetings, so e-mails and phone messages can be checked.	People 'reading under the table', scrolling through emails, texting, internet surfing, etc... <i>Note: if this happens, perhaps the meeting is not focused enough, or the wrong people are there</i>
People arriving early so meeting can start on time.	People arriving late, expecting others to brief them. <i>Note: if you miss part of the meeting, you lose your right to complain later about decisions made</i>
Mobile phones turned to silent. 'Only step out for extraordinary calls.	Use of mobile phones which distract meetings.
Comments to be held until the speaker finishes, however legitimate interjections and clarifications should be made appropriately.	Interruptions that are not constructive or on topic.
Being respectful of all inputs, feedbacks, opinions – even if they challenge the status quo.	Input that isn't made constructively.
People using 'I statements' to share their experiences with frank, honest and powerful words.	People starting statements with 'they', 'we', 'you', or otherwise trying to speak on behalf of groups not in the room.
A meeting to finish at least 5 mins before the allotted time; allowing others to get to next commitments on time	Meetings that extend past the time allotted or make you late for your next commitment.
Your Challenge: Can you achieve your objectives and reduce meeting time?	

¹ Reference - Sydney Trains document: *ROC Meeting Etiquette Poster.docx*

Communication Plan

11 Stakeholder Engagement Matrix

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
Meetings	Executive Meeting	The Executive meeting is the forum from which executives from Sydney Trains and the Systems Integrator discuss the progress of the project and potential future opportunities.	<ul style="list-style-type: none"> - Executive Director Future Network Delivery(Chairman) - CIO - General Manager (relative Business) - ROC Program Director (supports the CIO). 	<ul style="list-style-type: none"> - CEO - CIO - Senior Account Manager, or "C" level representative 	<ul style="list-style-type: none"> i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor ii. Overall performance against business goals iii. Where applicable, revision of goals and long term plans for development of the relationship iv. Identify and discuss joint strategic business direction and opportunities v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution. 	<ul style="list-style-type: none"> i. Meeting Agenda ii. ROC Vendor Executive Pack documenting contract performance iii. Recommendations as escalated from the ROC Vendor Steering Committee iv. Critical Risk and Issues derived from the Risk and Issues Register v. Decision log 	Contractor 48 hours	Annually
	ROC Vendor Steering Committee	The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution.	<ul style="list-style-type: none"> - CIO - GM Strategic Procurement - ROC Program Director <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Commercial Manager - ROC Technology Program Manager 	<ul style="list-style-type: none"> - GM responsible for Account, or "C" level representative <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Project Director 	<ul style="list-style-type: none"> i. Project update ii. Strategic direction of the ROC Program iii. Status of the relationship between the Parties iv. Project budget / incentive opportunities v. Future opportunities associated with the ROC Program and Sydney Trains in general vi. Escalated risk raised by the Management Committee 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risks only) 	Contractor 48 hours	Quarterly
	Multi-Vendor Management Committee	The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.	<ul style="list-style-type: none"> - ROC Program Director - ROC Technology Program Manager - T&C Program Manager - Commercial Manager <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Proposed efficiencies / business improvement v. Future scope opportunities associated with the ROC Program vi. Escalated risk raised by the Governance Meeting vii. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risk only) 	Contractor 48 hours	Quarterly / ad-hoc as required

Communication Plan

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
	Management Committee (Individual Contractors)	The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.	<ul style="list-style-type: none"> - ROC Technology Program Manager - Commercial Manager <p>NOTE: ROC Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Contractor Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business <p>All of the above is included in a pack with the status update and prepared by the vendor</p>	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Status Update Pack iv. Joint DRICA ("A" and "B" risks only) 	PMO Representative 48 Hours	Monthly
	Release Delivery Team Meeting	<p>The Release Delivery Team Meeting: ensures that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).</p> <p>It also manages the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.</p>	<ul style="list-style-type: none"> - Release Delivery Manager - Stream Delivery Managers 	<ul style="list-style-type: none"> - Vendor Release Project Managers 	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Escalated risk raised by the Governance Meeting v. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting 	PMO 48 hours	Weekly
	Vendor Management Meeting	The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Vendor Management Meetings should be conducted by the Project Managers. Issues to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc. No commercial matters are discussed at this level due to the involvement of a number of different vendors.	<ul style="list-style-type: none"> - ROC Release Project Manager - Technology Lead Architect or nominated delegate 	<ul style="list-style-type: none"> - Release Project Manager - Project Coordinator - Nominated technology SME 	<ul style="list-style-type: none"> i. Performance against the schedule ii. Proposed scope changes iii. Deliverable status, including acceptances iv. Resource planning v. Customers CSI compliance vi. Risks and Issues vii. Escalation points for Management Committee Meeting 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Highlight Report iv. Risk and Issues derived from the Risk and Issues Register 	Contractor 48 hours	Weekly
	Operational Meetings	The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security,	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers (o) - other key personnel (o) 	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers 	As Required	As Required	There are no minutes however action items are taken and	As required

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Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
		<p>integration, configuration and customisation issues, etc.</p> <p>Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel.</p> <p>No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.</p>		<p>(op.)</p> <ul style="list-style-type: none"> - Other key personnel (op.) 			distributed	
	Project Management Forum	<p>The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.</p>	<ul style="list-style-type: none"> - ROC Technology Release Project Managers 	<ul style="list-style-type: none"> - Release Project Managers 	<ul style="list-style-type: none"> i Master Schedule overall ii. Potential blockers, emerging issues, threats iii. Relationship Management iv. Lessons learnt, good practice share v. Collegiate advice vi. Future horizon planning 	<p>The material is as required to support the subjects being discussed</p>	<p>There are no minutes however action items are taken and distributed</p>	Fortnightly
Reports	Project Highlight Report	<p>Generated weekly per ROC Release and contains: Key Indicators (Project RAG Status); Milestone, budget and overall project update with particular explanations of any amber or red items; PIPP Deliverable updates; DRICA updates; Change Requests/updates & Action Items</p>	<ul style="list-style-type: none"> - ROC Technology Program Manager - ROC T&C Program Manager - ROC Commercial Manager - Customer Release Project Managers - Customer Lead Architects 	<ul style="list-style-type: none"> - SI Project Director - Release Project Managers - Release Team Members if/as required 		PHR Report	PHR Report	Weekly
	Project Status Update Pack	<p>Developed and presented during the Management Committee Meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Pack covers the following items:</p> <ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business 	N/A	PMO Coordinator	Monthly

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	6
Date of Change Request	[To be included following DFSI approval]
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	This Change Request takes effect on and from 9 December 2016
Date of expiry of validity of Change Request	Not applicable
Contractor's estimated time and cost of evaluation	Not applicable
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)	Nil

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
6/12/16	1.0	<i>Initial draft</i>	ST

DETAILS OF CHANGE REQUEST

Summary

1. The Customer is establishing a new Rail Operations Centre (ROC).
2. The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
3. An ECI Contract was entered into by the Parties in relation to the Project on or about 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO. That ECI Contract was separate to this Customer Contract.
4. On or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the project that was developed in the ECI Contract.
5. Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract.
6. Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract.
7. Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Seconded.
8. Change Request 4 to this Customer Contract was executed on or about 18 October 2016 to incorporate interim Detailed Design (Release 3) services for DTTS implementation services.
9. Change Request 5 to this Customer Contract, which has been agreed by the Parties under an LOI dated on or about 3 November 2016 is awaiting DFSI approval. Once approved it will incorporate Detailed Design for Release 1 and Release 2, through to the build, test and deployment of Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3.
10. This Change Request 6 will amend the Customer Contract (including the PIPP) to incorporate provisional support for Release 1, along with certain service transition and testing services.
11. The Parties further acknowledge that:
 - (a) the Services and Deliverables produced or provided under this Customer Contract may be required for the Release 3 (Implementation) Phase; and
 - (b) a full Detailed Design for Release 3 and Release 3 (Implementation) Phase is not a part of this PIPP at this time.
12. The Parties intend that:
 - (a) this Change Request takes effect so that the Customer Contract is varied with effect from the "Proposed Implementation Date of Change" specified on the cover of this Change Request;
 - (b) the Customer Contract as amended by this Change Request continues in full force and effect;

- (c) all rights and liabilities of the Parties under this Customer Contract prior to the “Proposed Implementation Date of Change” are as set out in this Customer Contract as it existed prior to the date of this Change Request;
 - (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the “Proposed Implementation Date of Change”; and
 - (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.
13. The documents attached to this Change Request show the Customer Contract as it exists after this Change Request is implemented. Subject to paragraph 15, the marking up shows the changes from the Customer Contract as it existed immediately prior to this Change Request.
14. The Parties acknowledge that the PIPP attached to the Change Request may not be a fully consolidated PIPP, and that some content from previously performed activities may be missing.

Scope

The current scope of the Customer Contract relates to Detailed Design for Release 1 and Release 2, through to the build, test and deployment of Release 1 and Release 2, and Interim Detailed Design for Release 3. The amendments made by this Change Request 6 incorporate provisional support for Release 1, along with certain service transition and testing services.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The effects of this Change Request are as shown in mark-up in the contract documents contained in Attachment 1 to this Change Request.

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this Change Request are necessary to accord with the existing project schedule.

New PIPP (annexed)

The current PIPP is replaced in its entirety as set out in Attachment 1 to this Change Request. As noted above, that PIPP may not include a complete restatement of all Deliverables from the date of execution of the Customer Contract.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

The support services provided under Change Request will increase the Contract Price by [REDACTED] per month (ex GST). The testing services will increase the Contract Price by [REDACTED]. The service transition services will increase the Contract Price by [REDACTED].

The charges and timing for payment of the charges associated with this Change Request are set out in the attached revised PIPP, as well as in the revised Module 7 Order Form and in the new Module 5 Order Form.

CHANGES TO CSI

There is no change to the existing CSI contemplated in the PIPP.

CHANGES TO CUSTOMER PERSONNEL

No change.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Refer to the PIPP and the SLA.

Responsibilities of the Contractor

Refer to the PIPP and the SLA.

Responsibilities of the Customer

Refer to the PIPP and the SLA.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

The testing services are as set out in the attached PIPP.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

None.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not applicable.

ASSUMPTIONS

As set out in the PIPP.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

In addition to this Change Request Form, the attached updated PIPP and contract documents form part of this Change Request.

The following documents contained in Attachment 1 and in clean in Attachment 2 form part of this Change Request (in addition to this Change Request Form):

- (a) the revised General Order Form;
- (b) the revised Additional Conditions;
- (c) the revised PIPP;
- (d) the Service Level Agreement;
- (e) the Module 5 Order Form; and
- (f) the revised Module 7 Order Form.

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

The Customer Contract is amended as set out in the documents set out in Attachment 1 and Attachment 2 to this Change Request. The amendments are shown in mark-up in Attachment 1 and in clean in Attachment 2.

AUTHORISATION

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]*

Sydney Trains (ABN 38 284 779 682)

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

Signature of Customer Representative

Print name

Date

Signed for and on behalf of *[insert Contractor's name and ACN/ABN]* but not so as to incur personal liability

Ajilon Australia Pty Ltd (ABN 25 076 517 354)

Signature of Authorised Signatory

Print name

Date

Attachment 1: Marked-up Contract Documents

Attachment 2: Clean Contract Documents

Schedule 1: General Order Form

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:	Sydney Trains (ABN 38 284 779 682)

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:	Level 13, 477 Pitt Street, Sydney NSW 2000

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:	Mark Pigot

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:	Ajilon Australia Pty Ltd (ABN 25 076 517 354)

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 2, 68 Pitt Street, Sydney NSW 2000

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:	Steve Keenaghan

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 the Head Agreement:	Not applicable.
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	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
accordance with applicable legislation:	
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	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input checked="" type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input checked="" type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X 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"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input checked="" type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input checked="" type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date the last party executes the Customer Contract and the General Order Form. (The Parties confirm that this Customer Contract was entered into on or around 15 October 2015, which remains the Commencement Date for the purposes of this Item 10.)
Specify the end of the Contract Period:	The Contract Period will commence on the Commencement Date and end on the date on which the Contractor has discharged all of its obligations under this Customer Contract.
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable.

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
As described in the PIPP set out in Annexure B to the Customer Contract, as updated or varied by the Parties from time to time (PIPP).	As specified in the PIPP.	As specified in the PIPP.	As specified in the PIPP.
	Sub-Total:		As specified in the PIPP.
	Delivery Charges:		As specified in the PIPP.
	Any Other Charges:		As specified in the PIPP.
	GST:		As specified in the PIPP.
This is the Contract Price (plus GST)	Total Amount:		As specified in the PIPP.

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	As specified in the PIPP.
Specify any delivery instructions:	As specified in the PIPP.
Specify the hours during which delivery may be made to the Site:	As specified in the PIPP.

Item 13 Contract Specifications

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 Contract Specifications consist of:</p> <ul style="list-style-type: none"> (a) the requirements set out in the PIPP and the SLA; (b) the Deliverables set out in the PIPP and the SLA; (c) any requirements for the Deliverables set out in the Additional Conditions specified in Annexure A to the Customer Contract (Additional Conditions); (d) any documents included and / or referenced in Schedule 2 – Agreement Documents; (e) any other requirement or specification agreed between the Parties in writing; and (f) any documents incorporated by reference, or referred to, in any of the documents detailed above.

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 (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	Faroon Reddy
Specify address to which invoices should be sent:	Level 13, 477 Pitt Street, Sydney NSW 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>	The default period of 30 days unless otherwise specified in the PIPP.
<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>	As specified in the PIPP.
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:</p>	As specified in the PIPP.

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))	
Specify the Price of any additional copies of the User Documentation:	Nil.

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 section 18 of the PIPP.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The additional functions of the management committee and the times at which the management committee must meet, are specified in section 18 of the PIPP.
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 section 18 of the PIPP.
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 section 18 of the PIPP.
Specify any other details:	As specified in section 18 of the PIPP.

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:	Not applicable.
Specify any specific time intervals for service and performance reviews:	Not applicable.

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 if a Site Specification is required:	No. A Site Specification is not required.
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	None.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any requirements for the preparation and maintenance of the Site:	None.

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 (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	No. An Implementation Planning Study is not required.
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 27/10/11" and Annexure 1 to the Customer Contract.	Yes. The PIPP is set out in Annexure B 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):	The Contractor is to undertake the Project in the Stages set out in the PIPP. For the avoidance of doubt, a 'Stage' is defined as a 'Phase' in the PIPP.

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will	Liquidated damages will apply.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
apply:	
Specify the Milestones which are LD Obligations:	As set out in the PIPP, the Milestone which is the LD Obligation is AAD for Release 3.
Specify the Due Date for completion of each LD Obligation:	As set out in the PIPP, the due date for completion of that milestone is set out (or will be set out pursuant to a future Change Request) in the Project Schedule.
Specify the calculation and amount of LDs for each LD obligation:	As set out in the PIPP.
Specify the maximum number of days LDs are to be paid for each LD obligation:	As set out in the PIPP.

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].	As specified in section 16 of the PIPP.
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	No.
Specify the times when each CSI is to be provided:	As specified in the PIPP.
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	As specified in the PIPP.
If so, specify the verification check process for each CSI: Include: a) a process to manage satisfactory and unsatisfactory verification	As specified in the PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
checks; b) a process to manage 'reissued' CSI's: c) a process to manage repeat CSI verification checks: d) a process to manage 'draft' or 'incomplete' and 'updated' CSI's; e) a process to manage rejected CSI's: f) a process to manage previously satisfactory CSI which becomes defective: g) a list of required verification check forms and/or registers and a corresponding data entry process: h) a list of Customer and Contractor nominee/s for responsibility to undertake verification checks:	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil.
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:	As specified in the PIPP.

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. Escrow arrangements are not required.
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 (clause 6.45)	
Specify if a Business Contingency Plan is required:	No. A Business Contingency Plan is not required.
Specify when the Business Contingency Plan is required:	Not applicable.
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Not applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Not applicable.
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
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.	The Contractor must comply with, and must ensure that each of the Contractor's Personnel comply with: <ul style="list-style-type: none"> (a) the Customer's confidentiality and system security policy and procedures and execute a deed of confidentiality in a form acceptable to the Customer; (b) the Customer's Code of Conduct; (c) the Customer's internet usage policy and procedures; (d) the Customer's site access sign-in process specified by the Customer when accessing a Site; (e) the Customer's site access sign-out process when leaving a Site; (f) with all other reasonable requirements specified by the Customer; and (g) any other policies specified in the PIPP.

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)	
Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	As specified in the 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)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	Details of the Contractor's Specified Personnel are specified in the PIPP, Module Order Forms 6 and 7 and the SLA.

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	The Contractor must obtain a statutory declaration for the Subcontractor where required by the Customer or otherwise where that statutory declaration is a condition of the Customer's approval of a subcontract under clause 8.14.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	The Contractor must maintain accreditation that it is compliant with the following standards: <ul style="list-style-type: none"> (a) Quality Management System Guideline 2006; (b) AS/NZS ISO 9001:2008 standard or an approved equivalent standard as applicable to the Deliverables; and (c) any other standards specified in the PIPP or any of the Customer's policies or procedures that the Contractor is required to comply with (see Item 30).

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	<ul style="list-style-type: none"> (a) Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any jurisdiction other than Australia (including any industry codes of conduct) that are applicable to the Services and Deliverables or the Contractor. (b) Any other laws specified in writing by the Customer from time to time.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	The policies, standards and procedures listed at the following website: http://www.transport.nsw.gov.au/sydneytrains/commercial/contractors , and such other policies, standards and procedures as notified to the Contractor in writing from time to time.

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 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	None.
Specify any codes, policies, guidelines or standards the Customer is to comply with:	None.

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 1.4)	
<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. Specify this period: If no period is specified, the period is 2 Business Days:</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</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. Specify the Acceptance Test Data:</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</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 (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	<p>For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
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:	For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the: (a) TEMS; and (b) ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
Specify the methodology and process for conducting Acceptance Tests:	For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	As set out in the PIPP, including the Project Schedule.
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
Specify the Acceptance Test Data required:	For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, as set out in the PIPP, including as referred to in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document referred to in the PIPP.
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:	For all Deliverables that are Documents, the process specified in clause 10 of the Additional Conditions applies. For all other Deliverables, Documents relevant for Acceptance Tests are set out, and referred to, in the PIPP.

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	None.

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 and 13.9)	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	The licence granted under clause 13.7 must be granted on terms which are the same as the terms of the additional licence rights specified in clause 27.1 of the Additional Conditions.
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Nil.
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	<p>Clause 13.10 applies to all New Material.</p> <p>The Contractor must only exercise its rights under clause 13.10(b):</p> <p>(a) for the purpose of supplying the Deliverables to the Customer; and</p> <p>(b) to fulfil its obligations under the Customer Contract, unless otherwise agreed by the Customer in writing.</p>

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
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:	Yes. The Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially 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> <p>[Only specify if a higher limit of cover that is required by the Customer Contract:]</p>	The level of public liability insurance is \$50,000,000.00 in respect of each occurrence and in the annual aggregate.
<p>Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if any higher limit of cover that is required by the Customer Contract:]</p>	\$20,000,000.00 for the total aggregate liability for all occurrences and in the annual aggregate.
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity	\$10,000,000 for the total aggregate liability for all claims.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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:	<p>(a) Workers compensation insurance Cover: Liability for death of or injury (including occupations disease) to all workers performing the Services and Deliverables as required by <i>Workers Compensation Act 1987</i> (NSW). Period required: Before commencing the Services and Deliverables until the Contract Period expires.</p> <p>(b) Motor vehicle insurance – third party property Cover: All motor vehicles, trailers and mobile plant (whether registered or unregistered) used in connection with the Project. Period required: Before commencing the Services until the Service Term expires and, after that, whenever Services are performed.</p>

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:	Yes. The Contractor must provide a Performance Guarantee from Adecco Holdings Pty Ltd (ABN 11 003 652 088).
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.	Within 10 Business Days after signing of Change Request 5.

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:	Yes. The Contractor must provide a Financial Security to the value of 10% of the total Contract Value. If at any time during the Contract Period the amount of the Financial Security is less than 10% of the then current total Contract Value (for example, as a result of a Change Request) Sydney Trains may request, and Ajilon will provide, a new Financial Security, or additional Financial Security to account for any such shortfall.
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must	Within 21 days after signing of the Letter of Intent for Change Request 5.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
provide the Financial Security within 14 days of the Commencement Date.	

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
<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>	The Contract Value is the Contract Price.
<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <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</p>	The Services are Non-Recurring Services. The Support Services are being provided as a part of the project scope and as such are not considered by the Parties to be Recurring Services for the purpose of this Customer Contract.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
3)	
Specify the alternative cap of liability (clause 18.3):	Clause 18.1 does not apply. The following alternative cap on liabilities will apply. Subject to any exceptions in part 2 of the Customer Contract or Additional Conditions, the Contractor's liability in contract (including under an indemnity), tort (including negligence), breach of statutory duty or otherwise in respect of any loss, damage or expense arising out of, or connection with, the Customer Contract will not exceed 2 times the Contract Price.

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 specified in the PIPP and the SLA.

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24.11)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$50,000.00
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Subject to clause 24.11(a), all disputes arising out of or in connection with the Customer Contract are to be determined by expert determination under clauses 24.7 to 24.8.

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 convenience under clause 25.3:	The Customer will not have any liability to the Contractor for any termination under clause 25.3, other than the payment of the following: (a) the direct costs incurred by the Contractor for demobilising its own employees; and (b) any costs payable to any subcontractor as a result of the termination. Clause 37 of the Additional Conditions will apply to any costs that are recoverable under clause 25.4(b).

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	Yes. The Additional Conditions are set out in Annexure 1 to the Customer Contract.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of Sydney Trains (ABN 38 284 779 682)

By *[to be inserted by the Customer]* but not so as to incur personal liability

Signature of Customer Representative

Print name

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354) but not so as to incur personal liability

Signature of Authorised Signatory

Print name

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
All Requirements (as defined in the PIPP) referenced or set out in the PIPP from time to time.	
High Level Solution Design Deliverables Acceptance Notice	2015/04/30
Ajilon Clarification and Defects List_V4	07/04/2015
Ajilon Defect and Clarification Sheet 27-3-15 with responses	07/04/2015
High Level Solution Design (PART A - Overview) v4.1	07/04/2015
High Level Solution Design (PART B - Systems Architecture) v4.0	20/03/2015
High Level Solution Design (PART C - Systems Product Detail) v4.1	07/04/2015
Sydney Trains ROC Updated Capability and Gap Analysis v4.1	07/04/2015
Ajilon Clarification and Defects List v2.0	20/03/2015
Ajilon Project Plan v4.0	20/03/2015
Ajilon submission overview	20/03/2015
ROC RAID-DRICASB Log v3.0	20/03/2015
ROC SP4 Program of Work v1.0	20/03/2015
ROC System Integration Approach v4.0	20/03/2015
Sydney Trains ROC Implementation Strategy v4.0	20/03/2015
Sydney Trains ROC Non Functional Design v4.0	20/03/2015
Ajilon supplemental information v1	15/05/2015
Ajilon Response to Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	15/05/2015
Rail Operations Centre (ROC) Technology Solution Request For Proposal No WS178494	07/07/2014

Schedule 3: Service Level Agreement

1. Definitions and Interpretation

1.1 In this Service Level Agreement, unless the contrary intention appears:

Business Support and Triage Team has the meaning given to that term in the Service Design document.

First Call Resolution Targets means the target times set out in section 6.

Incident means an unplanned interruption to the System, a failure of a component of the System, or a reduction in the quality of the operation of the System.

KPI means the Key Performance Indicators set out in section 7 of this SLA.

Resolution means action taken to implement a permanent repair of the root cause of an Incident, or action taken to implement a temporary workaround until a permanent repair or replacement of the System is available.

Resolution Time means the elapsed time taken from the logging of an Incident by the Customer with the Contractor and the Contractor implementing or providing the Customer with a Resolution as per the measurement periods defined in Section 5 (Service Levels).

Response Time means the time taken to respond log an Incident with the Contractor.

Service Design Document means the Service Design Document attached to this SLA in Annexure A.

Severity Level means the severity levels set out in section 4 of this SLA.

Service Level Report means a report on the Contractor's performance against the KPIs as set out in section 3 of this SLA.

1.2 Other capitalised words and expressions used in this SLA are defined in Part 3 or the Additional Conditions attached as Annexure A to the Customer Contract.

2. General

PURPOSE OF SLA

2.1 This SLA provides a mutual understanding of the Service Level expectations of the Parties and defines a benchmark for measuring the performance of the Service as described in the Service Design Document.

DURATION OF SLA

2.2 This SLA will commence on the technical release of Release 1 (which, at the time of Change Request 6 being executed, is expected to be 10 December 2016) and will expire in accordance with Box 8 of the Module 5 Order Form.

REVIEW

2.3 This SLA may be reviewed at any other time upon the written request of either Party.

3. Service Level Report

Reporting and Analysis

- 3.1** The Contractor must prepare and provide to the Customer a Service Level report containing enough detail to allow the Customer to assess the Contractor's performance in the previous month against the Service Levels no later than 5pm on Friday for the first week of every month (**Service Level Report**).
- 3.2** Each Service Level Report is expected to include but is not limited to the following issues:
- (a) performance against each Service Level and KPI identified in this SLA; and
 - (b) a summary of all Incidents and a time log of remedial action taken on any reported Priority 1 and Priority 2 Incidents.

4. Severity Levels

The following Severity Levels will apply to Services provided under this Customer Contract:

Severity	Definition
Priority 1 – Critical	<p>A major issue affecting multiple or critical sites or users</p> <p>A location or group of users are unable complete their duties and no immediate workaround is available</p> <p>The issue causes serious disruption to a group of users, corporate revenue or ability to meet important deadlines</p> <p>A system function is unavailable to all users and this has a material, adverse impact, on the Customer's business operations</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. Active Directory Integration is broken, users cannot login to REM anymore. 2. Clients are not compliant with the current data base version. 3. REM Alerting Server is not working or any kind of alerting / informing functionality (eg. SMS or email) is not working. 4. REM Application server(s) are down or not working: downstream SIRI-SX, REM Web-Portal, REM Mobile, Notification Module would not be available. 5. The Control Room needs to be evacuated due to flooding or fire, which requires a switch to the Disaster Recovery Centre. 6. IP Network black-outs.
Priority 2 – High	<p>A location or group of users cannot function as normal but a workaround is available</p> <p>The location or group of users are not yet experiencing serious disruptions, but there is potential for serious disruptions to occur if the problem is not solved</p> <p>A system function is unavailable to users at multiple sites, or any system function which impacts system recovery or continuity is unavailable</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. Email interface and/or SMS interface is not functional, which prevents any alerting and informing messages to be sent. 2. The REM Web Portal is not accessible. 3. Notifications cannot be issued/received.

	<ol style="list-style-type: none"> 4. SmallWorld is not available. 5. IP Network brown-out. 6. Slow system performance.
Priority 3 – Medium	<p>A location or group of users cannot use a particular function</p> <p>The issue is not causing any serious disruption to a location or group of user's operations or ability to meet deadlines</p> <p>The issue is confined to a single user or small group of users within a location or group of users</p> <p>Any system function is unavailable</p> <p>Errors that can easily be dealt with by simple user means like pressing a reload button.</p> <p>Errors that can be fixed by IT-operational means like restart of server / client, switch to fail-over environment or reinstalling client software.</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. Wrong / bad configuration. 2. Master Data issues.
Priority – Low	<p>A minor issue which do not directly impact Customer operations.</p> <p>The categorisation of Errors has to be done consensually.</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. Label issues 2. DMC malfunctions which does not impact the current configuration process

5. Service Levels

The following table sets out the Service Levels applicable during the Support Period:

Incident Severity	Measurement Period	Customer Interface	Response Time	Resolution Time
Level 1	24x7	Service Desk	15 minutes	Expected 95% within 2 hours Minimum 90% within 2 hours
Level 2	24x7	Service Desk	30 minutes	Expected 95% within 4 hours Minimum 90% within 4 hours
Level 3	6am – 6pm (AEST) Business Days	Service Desk	1 hour	95.00 % within 1 Business Day 98.00 % within 3 Business Days
Level 4	6am – 6pm (AEST) Business Days	Service Desk	2 hours	95.00 % within 2 Business Days 98.00 % within 6 Business Days

6. First call resolution target

The following targets will apply for the Resolution of enquiries, Incidents, issues and service requests by the Contractor on the first call received from the Customer by the Business Support and Triage Team:

First call resolution target	Target
Release 1 Go-live – 3 months	45%

First call resolution target	Target
3 months – 6 months	50%
6 months – 12 Months	55%
12 months – Release 3 Go-live	60%

7. Key Performance Indicators

The following KPIs will be used to assess the Contractor's performance:

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KPI #	Service	Benchmark	Service Level	Measurement	When measured
#1	Reliability	The Customer expects a reliable System	Total System uptime to be no less than 99.5%	Uptime percentage = $\frac{(168 - x) - y \times 100}{(168 - x)}$ Where: 168 = hours per week x = scheduled downtime y = unscheduled downtime	Measured on the last day of the month for that month
#2	Incident Response	The time taken for the Contractor to respond to an Incident reported to the Contractor. The Customer expects the Contractor to respond to all Incidents within the Response Time	The Contractor must respond to 95% of Severity Level 1 Incidents within the Severity Level 1 Response Time	Number of Incidents responded to within Response Time / total number of Incidents	Measured on the last day of the month for that month
#3			The Contractor must respond to 95% of Severity Level 2 Incidents within the Severity Level 2 Response Time	Calculated separately for each Service Level each month	
#4	Incident Resolution	The Contractor to provide a Resolution for an Incident reported to the Contractor within the Resolution Time for that Incident	The Contractor must resolve Severity Level 1 Incidents within the Severity Level 1 Resolution Time	Number of Incidents for which a Resolution is put in place within the Resolution Time / total number of Incidents	Measured on the last day of the month for that month For the avoidance of doubt, Incidents unresolved should be reported as a breach
#5			The Contractor must resolve Severity Level 2 Incidents within the Severity Level 2 Resolution Time	Calculated separately for each Service Level each month	
#6			The Contractor must resolve Severity Level 3 Incidents within the Severity Level 3 Resolution Time		
#7			The Contractor must resolve Severity Level 4 Incidents within the Severity Level 4 Resolution Time		
#8	Service Level Reporting	The Contractor must supply Service Level Reports on time and containing accurate and sufficient information to measure the Contractor's performance against this SLA	The Customer must provide a Service Level Report that sets out the Contractor's performance against each KPI in accordance with section 3 of this SLA	Per Service Level Report	Measured on the last day of the month for the previous month's Service Level Report
#9	First Call Resolution Targets	The Contractor is expected to be able to provide a quality initial Incident response	The Contractor is expected to provide a Resolution on the first call in accordance with the First Call Resolution Targets	Number of Incidents for which a Resolution is put in place during the first call / total number of Incidents reported to the Business Support and Triage Team	Measured on the last day of the month for that month

ANNEXURE A – SUPPORT SERVICES SCOPE



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Support - Service De:

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Program ID		
Sponsor	Howard Collins, Chief Executive	Sydney Trains
Sponsor's Delegate	Matt McInnes, ROC Program Director	Customer Service
Program Director	Matt McInnes, ROC Program Director	Customer Service

Revision History

(Circulated versions only)

Version	Author	Issue Date	Changes
0.1	Laith Habib	20 July 2016	Initial draft
0.2	Stuart Gilbert	29 July 2016	Update and addition of content
0.3	Stuart Gilbert	23 August 2016	Further update and addition of content
0.4	Solon Kypridemos	6 September 2016	Internal review and update
0.5	Stuart Gilbert	19 September 2016	Updated following internal review with ROC program stakeholders
0.6	Stuart Gilbert	27 September 2016	Update following review by APD process owners
0.7	Stuart Gilbert	4 October 2016	Update following further internal review
1.0	Stuart Gilbert	5 October 2016	Initial Release
2.0	Stuart Gilbert	11 November 2016	Updated following feedback from APD process owners and portfolio managers: <ul style="list-style-type: none"> - Support model and service topology updated - Service Management processes updated - removal of requirement for “Peak hours” support - Stakeholder list names - References updates - Risk and assumptions updates
2.1	Stuart Gilbert	6 December 2016	Updated for following additional requirements and amendments following Freehills review: <ul style="list-style-type: none"> - Additional kpi for Response times SLAs - New Section added for support of Security Reporting - Appendix added for transition-out to BAU support after R3

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			<ul style="list-style-type: none"> - Updated Appendix C for configuration management responsibilities - Standardise naming for Interim Support Team - Updated Key Stakeholders section
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Distribution List




Name	Organisation	Project Role
Sukanya Young	Sydney Trains Application Portfolio Division	Portfolio Manager, Applications
Conrad Kerin	ROC Program	ROC R1 Project Manager, Ajilon
Dan Scott	ROC Program	ROC R1 Transition Manager
Charlie Wahhab	ROC Program	ROC R1 Technology Project Manager, Sydney Trains
Peter Savage	ICC	Portfolio Manager, Integration
Angela Birchall	Frequentis	Frequentis Project Manager
Carl Morton	TfNSW	End User Computing and Service Desk Service Manager
Chris Vaz	TfNSW	Infrastructure Service Manager
Craig Griffiths	TfNSW	Network Service Manager
Steve Keenaghan	ROC Program	Systems Integrator (Ajilon) Project Director

References

This document should be read in conjunction with

Document Name	Network Location or Documentation Link
ROC R1 Integrated Support – Design Stage – Work Package	http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC-TEC-WI-0001%20-%20ROC%20R1%20Integrated%20Support%20-%20Design%20Stage%20-%20Work%20Package%20v1.0.docx
ROC R1 Integrated Support – Design Stage – Service Level Requirements	http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC%20R1%20Integrated%20Support%20-%20Service%20Level%20Requirements.docx
ROC-TEC-SR-0001 V2.4 - Incident Management System R1 DTBRS (Detailed Technical Business Requirements Specification)	 ROC-TEC-SR-0001 V2.0 - Incident Management

ROC Release 1 Interim Support – Service Design Package

Document Name	Network Location or Documentation Link
REM Technical Infrastructure Design_NGIS v1.2	 REM Technical Infrastructure Design
IS-RC-DRP-927 ROC BIA Lite Report V1.2 FINAL	 IS-RC-DRP-927 ROC BIA Lite Report V1.2
TfNSW NGIS Delivery Model	 NGIS functional model.pptx
SAD IMS v6.1	http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/R1%20Detailed%20Design%20Deliverables%20(Signed%20Off)/ROC%20Release%201%20Solution%20Architecture%20Design%20(SAD)%20IMS%20v1%2006_1.docx
Sydney Trains IT process standards	http://intranet.sydneytrains.nsw.gov.au/directorates/finance/information-technology
TfNSW Information Security and IT Service Continuity standards	http://intranet.transport.nsw.gov.au/it-docs
TfNSW NGIS interim Unified Processes	https://confluence.transport.nsw.gov.au/display/SDAT/Service+Management

Signatures

Endorsed By

Role	Name	Signature/Email Reference	Date
ROC R1 Project Manager	Charlie Wahhab		

Approved By

Role	Name	Signature/Email Reference	Date
ROC Technology Program Manager	Mark Pigot		

ROC Release 1 Interim Support – Service Design Package

1. Purpose

The ROC Release 1 Interim Support **Service Design Package (SDP)** is a key deliverable of the ROC Release 1 Interim Support Service **Design Stage**.

The purpose of the SDP is to provide a design of the ROC Release 1 Interim Support Service and support model to facilitate the introduction of this service into the supported operational environment.

1.1 Document Purpose

This document details how the ROC Release 1 service will be supported by the ROC program during the interim support period from ROC Release 1 until transition to BAU support after Release 3.

The document will also outline how approved Service Level Requirements for the following areas will be met and delivered in the Service Design:

- Service Hours
- Incident and Major Incident Management
- Problem Management
- Availability Management
- Demand & Capacity Management
- IT Service Continuity Management
- Service Request Fulfilment
- Change Management
- Release and Deployment Management
- Service Asset and Configuration Management
- Event Management / Monitoring & Alerting
- Service Level Management and Reporting
- Supplier Performance Management
- Access Management
- Security Management
- Knowledge Management
- Continual Service Improvement

1.2 Document Usage

The document will be used as a key input to plan the transition of ROC Release 1 Integrated Support Service to service operations.

This document is passed from service design to service transition and details all aspects of the service and its requirements through to the service operations stage. It will also be used to develop a proposal to establish and deliver the ROC R1 Interim Support Service.

The document will also be used to:

- Demonstrate alignment to service level requirements
- Gain agreement between project stakeholders on the service design and support model
- Provide input to the Service Transition planning proposal

ROC Release 1 Interim Support – Service Design Package

2. Background

The Rail Operations Centre (ROC) is a Sydney Trains led program that seeks to improve management of the current Day of Operations activities and improve the delivery of services for Sydney Trains and NSW Trains and their customers. The ROC Program consists of:

1. Infrastructure: a new ROC building
2. People: co-location of Day of Operations functions into the ROC
3. Technology: four new system capabilities
 - i. Day of Operations Timetable System “DTTS”
 - ii. Incident Management System “IMS”
 - iii. Customer Information Management System “CIMS”
 - iv. Operational Visual Display System “OVDS”
4. Processes: new improved ways of working enabled by all of the above

The ROC vision supports the strategies of TfNSW, Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of “putting the customer at the heart of everything we do”.

Better coordination, communication, and management will be achieved through the ROC, which will co-locate teams and transform the processes, systems, and communications for Day of Operations functions. This co-location is expected to include computer based signalling locations, train control, security, customer information, fleet management, asset monitoring and incident response functions.

The transformation will deliver consistent, accurate, timely and up to date information to customers about delays and enable faster incident resolution and service recovery. It will provide the operational management of the Sydney Trains network with a highly coordinated customer focus and will support the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy, and future business model changes.

From a technology perspective the ROC Implementation Strategy consists of four releases:

1. R1: New IMS
2. R2: New CIMS
3. R3: New DTTS and integration of IMS, CIMS and DTTS
4. R4: New OVDS and a new ROC Building

ROC Release 1 Interim Support – Service Design Package

2.1 Business Requirements

Release 1 of the ROC Program will deliver a new Incident Management System for the ROC. Once the Release 1 system is live, the ROC Program will be required to support the system until transition to BAU support after Release 3.

2.1.1 Service Level Requirements

The ROC Release 1 Interim Support **Service Level Requirements** (SLRs) provided a key input to the ROC Release 1 Interim Support Service **Design Stage**.

The SLRs have been based on the following:

- Relevant Non-Functional requirements for ROC Release 1.
- Required alignment to existing Sydney Trains and Transport for NSW Standards and Processes
- Requirements of the ROC Program
- Recommended ITIL good practice

This document will outline how the SLRs will be met in the service design.

2.1.2 Business Criticality of System

Business Criticality is a measure of the dependence of the business function on the process.

Based on the findings within the ROC Release 1 – REM Business Impact Analysis (BIA) document, Sydney Trains has classified the IMS/REM application and supporting infrastructure as **Business Critical**, with the corresponding and highest currently available Disaster Recovery classification, Tier One.

2.1.3 Integrated Support

The ROC Release 1 Support Service will be designed to integrate with the existing Sydney Trains IT support environment with a view to reusing and exploiting existing IT services, infrastructure and capability wherever possible.

2.1.4 Phases

It is the preference of the ROC Program to phase the introduction of operational support as each of the new systems (REM, DTTS and CIMS) is implemented. The operational support activity required initially therefore relates only to Release 1 and will be considered an interim arrangement.

The introduction of additional systems, complexity and users brought about by subsequent ROC Program phases may impact the operational support scope and activities; consequently, operational support arrangements will need to be revisited and may need to be adjusted so that service level requirements can be maintained.

2.1.5 Stages

The approach that the ROC Program will take to establish the ROC Release 1 Interim Support Service is to initially commission a **Design Stage**. This will inform a subsequent **Transition Stage**, prior to the **Operate Stage** from ROC Release 1 go-live:

ROC Release 1 Interim Support – Service Design Package

Stage	1. Design Stage	2. Transition Stage	3. Operate Stage
Timescales	4 Jul to 30 Sep 2016	4 Oct to 9 Dec 2016	10 Dec 2016 onwards
Objectives	Design an Interim support solution for the ROC R1 IMS Technology Solution for Sydney Trains (Service Design) Develop a proposal to establish and deliver the ROC R1 Interim Support Service (Service Transition Planning)	Establish the ROC R1 Interim Support Service for ROC R1 go-live (Service Transition Execution)	Deliver the Interim Support Service post ROC R1 go-live for the interim support period (Service Operation)

Figure 1 Stage approach to establish the ROC R1 Interim Support Service

2.1.6 EAM/ERP Alignment

The TfNSW EAM/ERP program has produced a draft Post Go Live Support Service model which has been confirmed by the ROC Program to represent an appropriate example standard for the Service Design and Support to be deployed for the ROC program. The design of the ROC R1 Interim Support Service will therefore align with the NSW EAM/ERP Post Go Live Support Service model where possible.

2.1.7 Tools & Processes

The design will adopt existing service management tools, processes and standards that are employed in Sydney Trains / TfNSW operations.

ROC Release 1 Interim Support – Service Design Package

3. Scope

3.1 In-Scope

The scope for ROC Release 1 Interim Support Service Design is the new “Day of Operations” Incident Management System which is based on the Frequentis REM product:

3.1.1 Logical Components

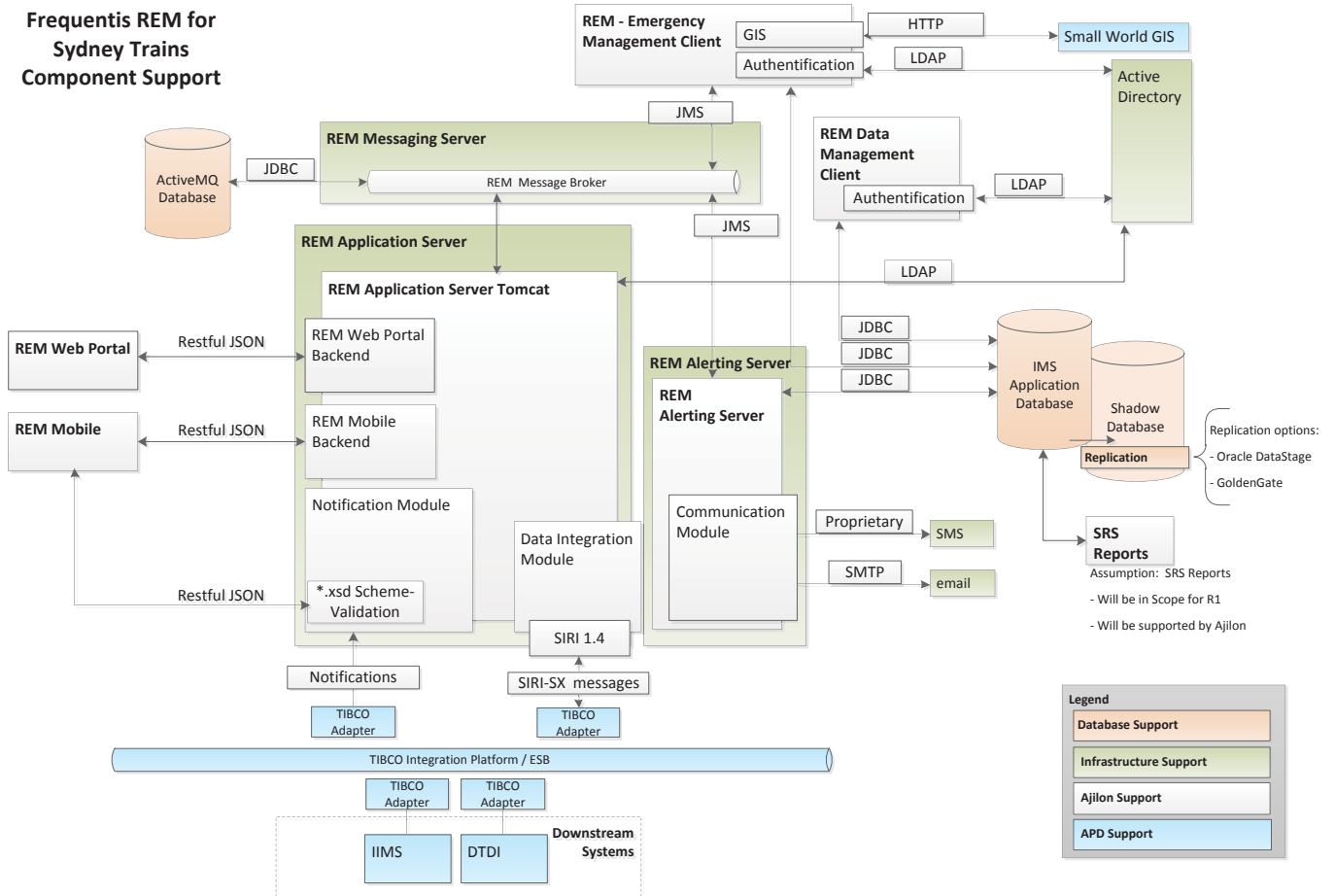


Figure 2 ROC R1 System Logical Components

ROC Release 1 Interim Support – Service Design Package

With reference to Figure 2 above, the following ROC R1 logical components are deemed in scope for the ROC R1 Interim Support Service:

ROC R1 Logical Component	Support Group
REM Web Portal	Ajilon
REM Mobile Application	Ajilon
REM Web Portal Backend	Ajilon
REM Application Apache Tomcat	Ajilon
REM Emergency Management Client (EMC)	Ajilon
REM Application Notification Module	Ajilon
REM Application Data Integration Module (SIRI)	Ajilon
REM Message Broker (JMS)	Ajilon
REM Messaging Apache ActiveMQ	Ajilon
REM Data Management Client (DMC)	Ajilon
REM Alerting Communication Module	Ajilon
ST Active Directory	NEC/Fujitsu
Small World GIS	Sydney Trains IT (APD)
TIBCO (including adaptors)	Sydney Trains IT (APD)
Interfaces with IIMS and DTDI	Sydney Trains IT (APD)

ROC Release 1 Interim Support – Service Design Package

3.1.1 Physical Components

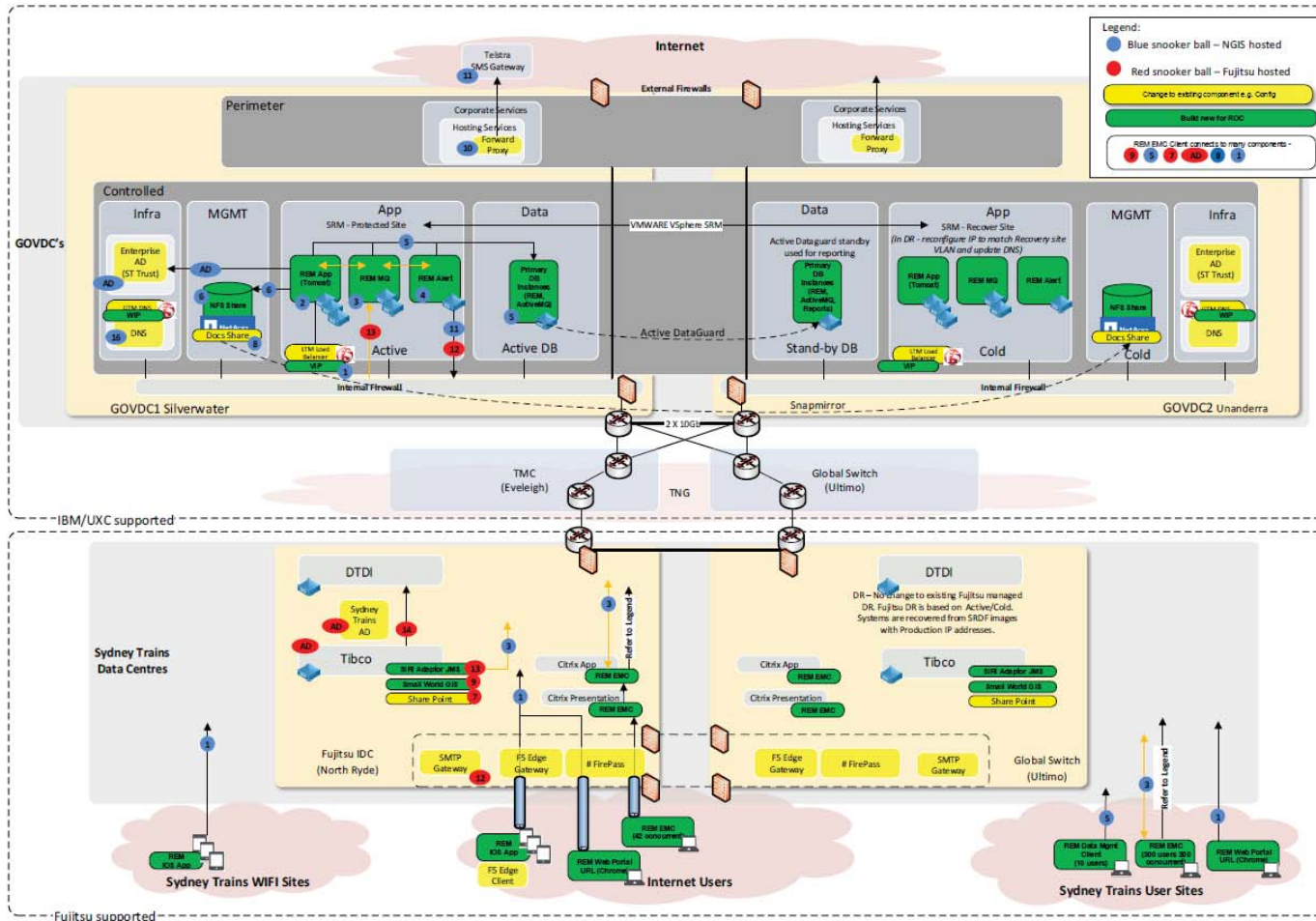


Figure 3 ROC R1 System Physical Components

ROC Release 1 Interim Support – Service Design Package

With reference to Figure 3 above, the following ROC R1 system physical components are deemed in scope for the ROC R1 Interim Support Service:

ROC R1 Physical Component	Support Group*
REM Application Server	IBM*
REM Application (& Shadow) Database	IBM*
REM Database Replication (i.e. Oracle Dataguard)	IBM*
REM Messaging Servers	IBM*
REM Messaging ActiveMQ Database	IBM*
REM Alerting Server	IBM*
Sydney Trains Email (SMTP) Server	IBM*
Telstra SMS Gateway	UXC/Telstra
Network connectivity between ST locations and NGIS	UXC*
Network connectivity between GOVDC and Fujitsu	UXC*
Load Balancer Server	Fujitsu*
Firewalls	Fujitsu & UXC*
Disaster Recovery Facility	IBM*

*Subject to confirmation with TfNSW for NGIS timelines and vendor responsibilities

3.2 Out-of-Scope

The following are deemed out of scope for the ROC R1 Interim Support Service:

- R2: New CIMS
- R3: New DTTS and integration of IMS, CIMS and DTTS
- R4: New OVDS and a new ROC Building
- Any other system, business process, and or function not included as in-scope.
- Desktop support services provided by TfNSW service providers

ROC Release 1 Interim Support – Service Design Package

4. Service Design Principles

The service design for ROC R1 Interim Support will align to ITIL v2011 best practice and will be based on the Service Level Requirements for ROC Release 1 Interim Support.

The ROC Release 1 Interim Support Service will be designed to integrate with the existing Sydney Trains IT support environment with a view to reusing and exploiting existing IT services, infrastructure and capability wherever possible.

The design of the ROC Release 1 Interim Support Service will align to existing Sydney Trains and TfNSW service management processes, standards and tools. Any gaps that exist will be addressed in the service design.

The design of the ROC R1 Interim Support Service will align with the NSW EAM/ERP Post Go Live Support Service model where possible.

The service design for ROC Release 1 Interim Support Service will be scalable to meet the Service Level Requirements for ROC Release 2.

The service design will focus on delivering:

- Consistency - consistent level of service
- Simplicity – should be easy to work with the support team
- Understanding – ensure knowledge of the business context and software

5. Service Topology

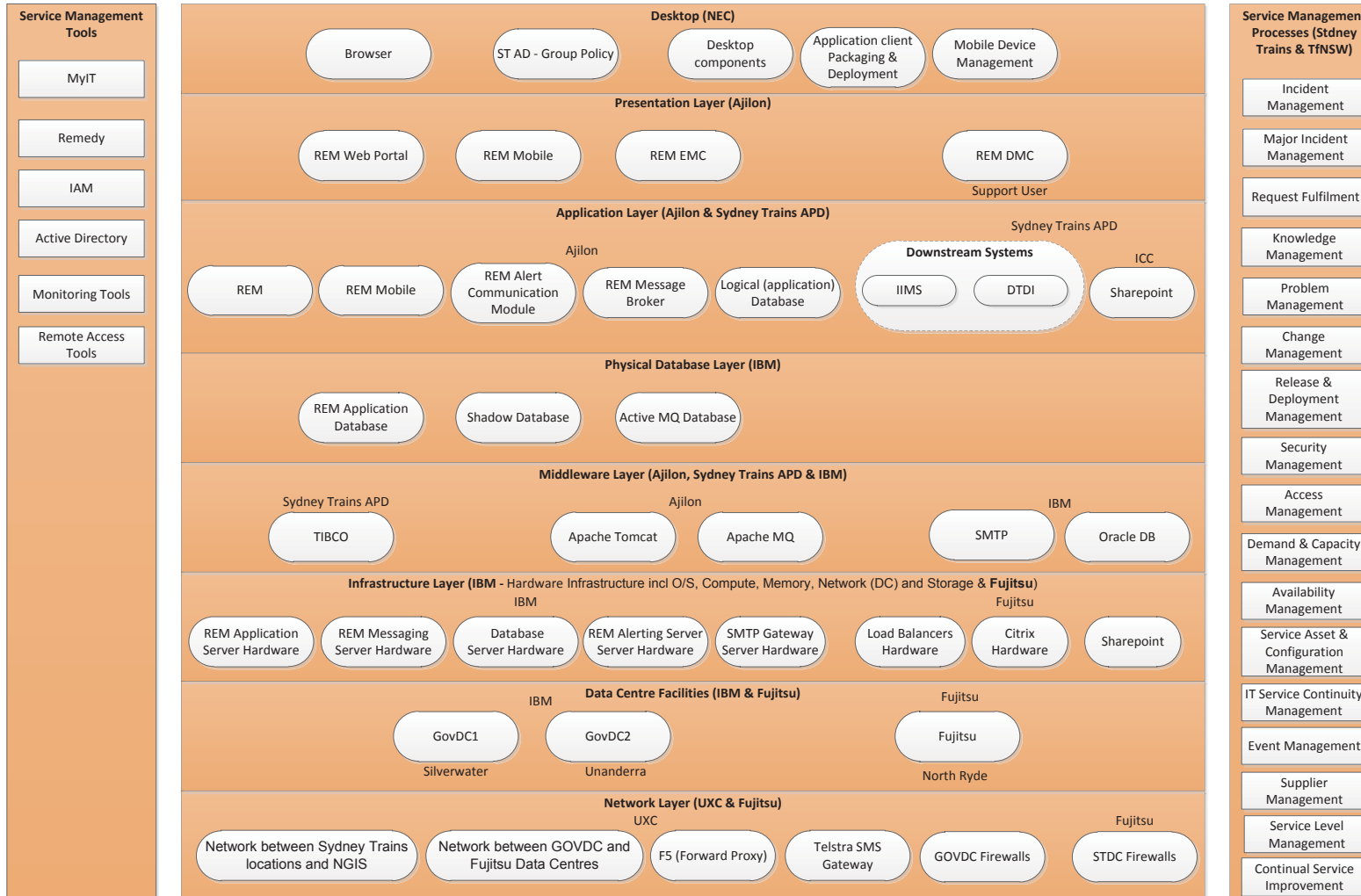
The Service Topology for the ROC R1 Interim Support Service is illustrated below. The topology defines the following components that make up the supported service:

- Hardware (Infrastructure and network)
- Software (Application & Middleware)
- Processes (IT Service Management Processes)
- Tools
- Supported areas by Service Providers

ROC Release 1 Interim Support – Service Design Package

ROC Release 1 Interim Support - Service Topology

v0.3



ROC Release 1 Interim Support – Service Design Package

6. Support Service Hours

The REM system is required to be available for use 7 days per week, 24 hours a day (24x7). To meet this requirement, the support service will provide support coverage for this period through a mixture of core business hours support and on-call support.

6.1 Core Business Hours Support

- Support resources will be provided to cover core business hours support
- Core business hours are set from 6:00 AM to 6:00 PM Monday to Friday
- Core business hours include the morning and evening peak periods of operation

6.2 On-Call Support

- Support outside of core business hours will be provided for Priority 1 & 2 incidents only.
- This period is defined as follows:
 - 6:00 PM to 6:00 AM Monday to Friday including public holidays
 - All day Saturday and Sunday - Effectively 6:00 PM Friday through to 6:00 AM Monday
 - Support resources will be provided through on-call support

6.3 Service Hours Schedule

- Time specified in the table below is in 24 hour time.

		MON		TUE		WED		THU		FRI		SAT		SUN	
		Time	Hrs	Time	Hrs	Time	Hrs	Time	Hrs	Time	Hrs	Time	Hrs	Time	Hrs
Core Business Hours	Start	6:00	12	6:00	12	6:00	12	6:00	12	6:00	12	N/A	0	N/A	0
	End	18:00		19:00		19:00		19:00		19:00		N/A		N/A	
On-Call	Start	18:00	12	18:00	12	18:00	12	18:00	12	18:00	12	0:00	24	0:00	24
	End	6:00 (Tues)		6:00 (Wed)		6:00 (Thurs)		6:00 (Fri)		6:00 (Sat)		24:00		24:00	
Total Hours			24		24		24		24		24		24		24

6.4 Extended On-Site Service Hours

On occasion, the business may require service support resources to be present and available for hours extending beyond the scheduled on-site service hours.

ROC Release 1 Interim Support – Service Design Package

Requests to extend the on-site support service hours must be made to the Interim Support Service Delivery Manager by close of business of the previous day for an evening extension and by 12 noon on Thursday of a weekend extension.

The Interim Support Service Delivery Manager will assess the request for extended on-site support to organise support resources as required and obtain the necessary approval from the ROC program.

The following process will be implemented to facilitate requests for extended on-site service hours.

1. Requestor to raise request via the MyIT Portal
2. Interim Support Service Delivery Manager to review request. Depending on the details of the request, a meeting with the requestor may be required to better understand the need and timeframes being requested
3. Requestor may have to supply specific purchase order for the extended on-site service hours
4. Interim Support Service Delivery Manager to gain necessary approval from the ROC Program.
5. Interim Support Service Delivery Manager to organise support resources for extended service hours

The MyIT Service Catalogue will be leveraged to facilitate the request through the Service Request process.

ROC Release 1 Interim Support – Service Design Package

7. Interim Support Model

The ROC program will provide interim support of the system between ROC R1 and R3 for the above hours of operation. This support will be provided by the Interim Support Team consisting of the following functions:

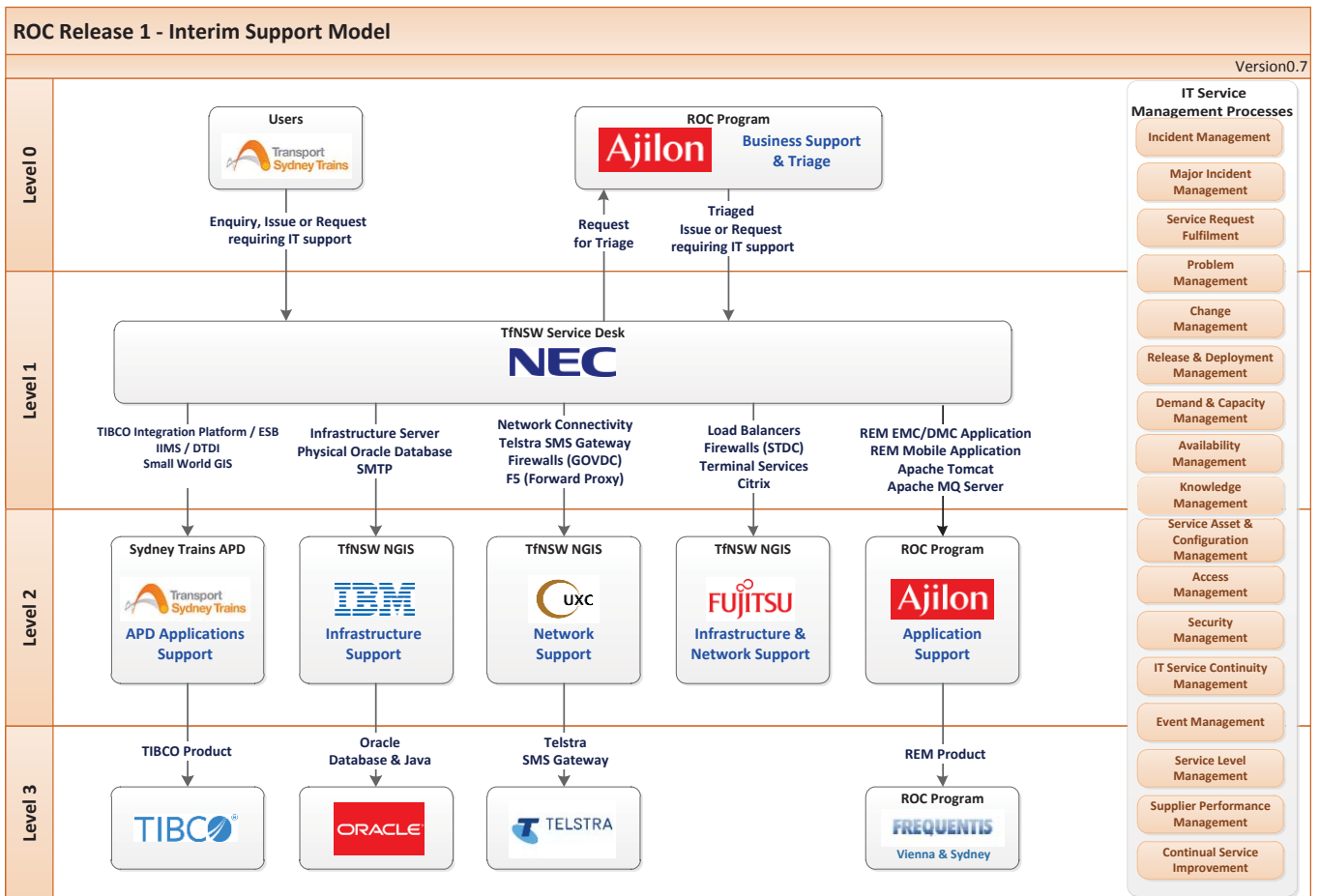
- Interim Support - Business Support and Triage
- Interim Support - Level 2 Support
- Interim Support - Service Delivery Management

The design of the ROC R1 Interim Support Service encompasses four levels of support from level 0 through to level 3 to ensure end-to-end support coverage.

The support model will utilise supported services provided by TfNSW through their services providers for the following areas:

- Service Desk Services – NEC
- Infrastructure services – IBM & Fujitsu
- Network Services - UXC

In addition the model will incorporate support of the integration platform and downstream systems provided by Sydney Trains – APD.



ROC Release 1 Interim Support – Service Design Package

7.1 Roles & Responsibilities

The key responsibilities of the support model levels are summarised below:

7.1.1 End User Support Responsibilities

ROC R1 system users will log inquiries, issues and requests with the NEC Service Desk.

Contact with the NEC Service Desk can be made through the following channels:

- By phone: 133148
- By email: MyIT@transport.nsw.gov.au

7.1.2 Level 0 Support Responsibilities

Interim Support - Business Support & Triage Team (See Appendix C for detailed responsibilities)

The Interim - Support Business Support & Triage team is responsible for:

- Providing customer facing business support to REM users
- Initial assessment and triage of the enquiries, issues and request received from REM users
- Logging tickets for reported enquiries, issues and requests in Remedy
- Resolution of enquiries, issues and requests at first point of engagement, where possible
- Logging issues or requests with NEC service desk that require support from TfNSW service providers or Sydney Trains APD
- REM Configuration Management

7.1.3 Level 1 Support Responsibilities

NEC Service Desk

The NEC Service Desk is responsible for:

- Logging all issues reported to the NEC Service Desk in Remedy
- Receiving issues or requests from REM users and forwarding tickets to the ROC R1 business support team for triage
- Receiving triaged issues or requests from the ROC R1 business support & triage team that require support from TfNSW service providers or Sydney Trains APD
- Assigning tickets to the TfNSW Service Providers and Sydney Trains APD
- Trigger Major Incident Management (MIM) process for Major Incidents

7.1.4 Level 2 Support Responsibilities

7.1.4.1 Interim Support - Level 2 Support Team (See Appendix C for detailed responsibilities)

The Interim Support - Level 2 Support Team is responsible for functional and technical support of the REM application including:

- REM EMC/DMC Application
- REM Mobile Application
- REM System Administration
 - REM Message Broker

ROC Release 1 Interim Support – Service Design Package

- Rem Alert Communication Module
- REM Apache Tomcat & Active MQ
- REM Database maintenance and administration
- Update of data mapping to downstream systems

7.1.4.2 TfNSW Service Providers

IBM

IBM is responsible for support of infrastructure services including:

- Infrastructure Servers
- Oracle Databases
- SMTP services

UXC

UXC is responsible for support of network services including:

- Network between Sydney Trains locations and NGIS GOVDC data centres
- Network between GOVDC Data Centres and Fujitsu Data Centres
- Firewalls (within the GOVDC data centres)
- F5 (Forward Proxy)
- Telstra SMS Gateway

Fujitsu

Fujitsu is responsible for the following services:

- Load balancers
- Terminal Services (Remote access)
- Citrix
- Firewalls (within the Fujitsu data centre)

7.1.4.3 Sydney Trains - APD

Sydney Trains APD is responsible for support of the integration platform and downstream systems including:

- IIMS /DTDI
- TIBCO Integration Platform / ESB
- Small World GIS

7.1.5 Level 3 Support Responsibilities

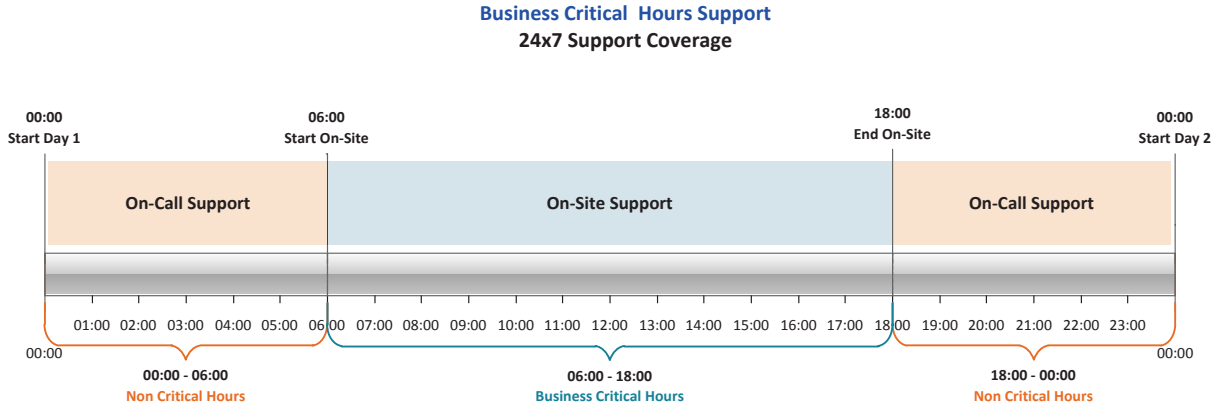
Level 3 will focus on extended support provided by 3rd party product vendors for issues that cannot be resolved by Level 2 technical support and where product changes may be required:

- Frequentis is responsible for product support of REM Application
- Oracle is responsible for product support of Oracle Databases and Java.
- TIBCO is responsible for product support of TIBCO middleware
- Telstra is responsible for vendor support of the Telstra SMS Gateway

ROC Release 1 Interim Support – Service Design Package

7.2 Service Hours Support

Core business hours of 6:00 AM to 6:00 PM create a 12 hour working window requiring two shifts which will be covered by two overlapping shifts of eight hours.



7.3 Post Go-Live - Heightened Support

Heightened support will be required during the post go-live warranty period.

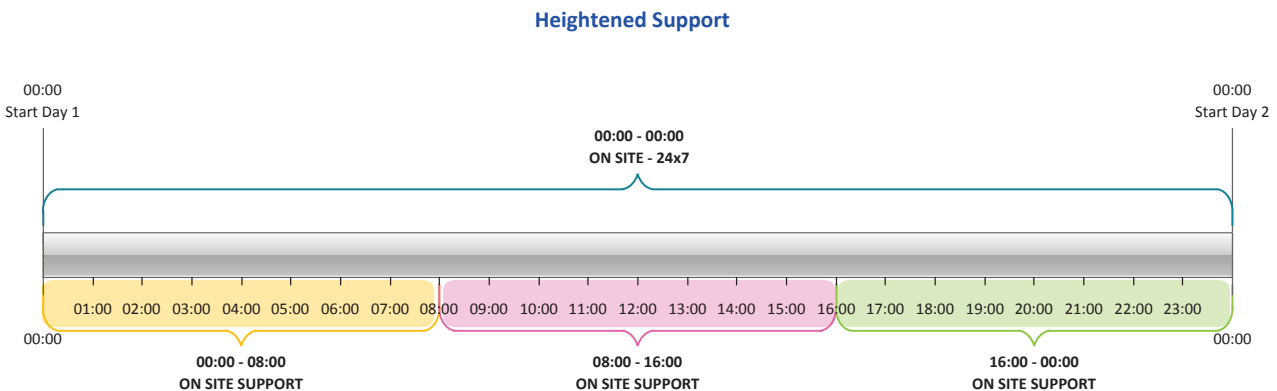
During the heightened support period, **on-site support** will be provided on a 24x7 basis for a period agreed with the business.

This will be made up of three eight hour shifts to provide 24x7 on-site support.

The period of the heightened support will be determined by the Deployment Management Team.

The objectives of Heightened Support are to:

- Establish effective 24x7 on-site 'front line' support to assist the business through the first period post migration
- Provide a support framework to achieve fast turnaround times on questions and fixes
- Provide a clear escalation path during the heightened support period
- Facilitate timely identification and resolution of problems
- Ensure consistent and timely communications to the end user community and the impacted users during the first period post migration



8. Service Management Processes

A review has been carried out of existing published Sydney Trains and TfNSW service management processes and standards with relevant process owners to assess their “fit for purpose” for the Interim Support of REM system.

Any gaps that exist have been identified and addressed in the service design of the processes in the following Sections. A summary of the process alignment and associated toolsets that will be used to support the processes is given in Section 27.2.

ROC Release 1 Interim Support – Service Design Package

9. Availability Management

9.1 Overview

Availability Management is the process responsible for ensuring that the system meets the current and future availability needs of the business in a cost-effective and timely manner.

Availability Management ensures that the system is continually operating by minimising unscheduled and scheduled downtime, aiming to achieve a 24x7 operational state. Availability Management also ensures that system meets the current and future availability needs of the business in a cost-effective and timely manner.

Availability management defines, analyses, plans, measures and improves all aspects of the availability of the system, and ensures that all IT infrastructures, processes, tools, roles etc. are appropriate for the agreed service level targets for availability.

9.2 Process Alignment

Sydney Trains do not have an existing formal process for Availability Management.

REM service management will input to existing Sydney Trains Weekly Critical Application Uptime Reporting which is used to provide information on availability of business critical applications.

9.2.1 Process Dependencies

Process	Relation Description
Major Incident Management	Outage information for Priority 1 & 2 incidents will provide input to availability management. Major Incident Management will track resolution against MAO thresholds to ensure resolution is completed within MAO limits.
Problem Management	Major incidents resulting from system availability issues will require problem investigations to identify the root cause.
Capacity Management	Capacity Management is closely coupled to Availability Management. Monitoring of system resources for both the application and infrastructure will provide information on resource utilisation that can identify potential availability issues
IT Service Continuity Management	Disaster recovery plans will manage the recovery to interim operations within defined MAO limits.

9.3 Service Availability

The REM system is required to be available for use 24 x 7.

REM will be required to have a target availability level of 99.5% in line with Sydney Trains APD current standard for business critical applications.

The REM application infrastructure will be built and configured on a high availability platform to meet the above system availability requirements.

9.3.1 Maximum Acceptable Outage

The system will have a Maximum Acceptable Outage (MAO) time of 6-8 hours above the RTO in line with Sydney Trains' Business Critical systems.

The following measures will be established to ensure that unplanned system outages are managed within MAO limits:

ROC Release 1 Interim Support – Service Design Package

- The major Incident Management Process (MIM) will track the resolution of P1 and P2 incidents against a defined MAO threshold to manage resolution within MAO limits
- Implementation of DR plans within 4 hours of incident occurrence and recovery to interim operations within defined MAO limits

9.3.2 Availability Management Plan

An Availability Management Plan will be prepared post go-live that will manage the availability of the service by employing processes and tools to monitor and measure availability, forecast availability needs, predicts potential unscheduled downtime, and report on availability metrics.

9.3.3 Availability Reporting

Sydney Trains APD produces a weekly Critical Application Uptime Report for all Business Critical applications which is sent to senior management in Sydney Trains.

The Interim Support Service Delivery Manager will provide input on Priority 1 & 2 incidents which have impacted the REM application during the preceding week to assist APD with the preparation of the weekly report.

The weekly availability percentage is calculated by removing outage time from total weekly hours. Total weekly hours are calculated by removing schedule outages from weekly hours.

Uptime is the percentage of total weekly hours – unscheduled outage hours. The below calculation is used by Sydney Trains APD for availability percentage:

$$\text{Uptime Percentage} = \frac{(168 - x) - y \times 100}{(168 - x)}$$

- 168 = hours per week
- x = scheduled downtime
- y = unscheduled downtime

System availability will be managed against the following target level of planned and unplanned outages to ensure that the required target availability level of 99.5% is met:

- Target total planned outages hours: 20
- Target total unplanned outages hours: 40

9.3.4 Availability Issue Notification

The Interim Support Service Delivery Manager will notify the Business Owner by email when any threats and/or risks to system availability, and provide plans to mitigate against those risks and/or threats which will be reviewed in regular service review meetings with the business owner.

The Business Owner will be notified by the MIM team by SMS in the event of any loss of redundancy to the system (e.g. loss of a Data Centre) resulting in a major incident.

9.4 Roles & Responsibilities

The Interim Support Service Delivery Manager will be responsible for:

ROC Release 1 Interim Support – Service Design Package

- providing information on application related Priority 1 & 2 that have impacted the system for inclusion in the Weekly Critical System Uptime Report prepared by APD

Sydney Trains APD will be responsible for preparing the Weekly Critical System Uptime Report

TfNSW Service Providers will be responsible for:

- Managing the resolution of major incidents within MAO limits
- Maintaining underlying infrastructure to target levels of availability
- providing input on infrastructure and network related Priority 1 & 2 incidents that have impacted the RMS system

9.5 Tools

Information on Priority 1 & 2 incidents impacting service availability will be extracted from the Remedy ITSM tool.

ROC Release 1 Interim Support – Service Design Package

10. Demand and Capacity Management

10.1 Overview

Demand & Capacity Management is the process responsible for ensuring that there is sufficient capacity within the REM system to meet both the current and future demand of the business in a cost-effective and timely manner.

10.2 Process Alignment

Capacity Management will be carried out in line with Sydney Trains Capacity Management Standard.

http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0013/105034/IT-SGD-70102-Capacity-Management-V1.3.pdf

10.2.1 Process Dependencies

Process	Relation Description
Major Incident Management	Major incident management will provide input to capacity management on the resolution of capacity related issues
Problem Management	Problem Management process provides input to capacity management on the root cause of capacity related issues
Configuration Management	Changes to system components resulting from the resolution of capacity related issues may require changed to configuration item records.

10.3 Roles & Responsibilities

The Interim Support Service Delivery Manager will be responsible for preparing quarterly capacity forecasts for the REM system for submission to Sydney Trains capacity manager

The Interim Support Level 2 Support team will be responsible for capacity monitoring and management of the REM application.

TfNSW will be responsible for:

- monitoring the capacity of the REM system infrastructure and supporting network
- preparing and managing the capacity management plan for the REM system
- providing monthly performance monitoring reports for their supported areas

Sydney Trains Capacity Manager will be responsible for preparing the quarterly Sydney Trains capacity forecast report.

10.4 Capacity Forecasting and Planning

Capacity forecasting will utilise the following to provide information to support the preparation of capacity forecasts:

- Capacity requirements from business demand and new requirements
- Capacity requirements from Projects and changes
- Capacity assessments

ROC Release 1 Interim Support – Service Design Package

- Review of Capacity Management Plans

A quarterly Capacity forecast will be prepared for REM which will provide input to Sydney Trains existing quarterly capacity forecast report.

It is assumed that the capacity management plan will be prepared and managed by IBM for the REM system based on the initial infrastructure design and subsequent quarterly forecast updates.

10.5 Capacity Monitoring

Capacity Monitoring will focus on:

- Pro-actively determine capacity issues before they happen
- Capacity utilisation data provides information about the current and required capacity levels
- Incidents related to insufficient capacity

10.5.1 Monitoring for Infrastructure Capacity

IBM will supply monthly Service Capacity Management reports that will report on the component capacity on a per server basis for the following REM infrastructure servers including Non-Production and Production servers:

- REM Application Server
- REM Application (& Shadow) Database
- REM Database Replication (i.e. Oracle Dataguard)
- REM Messaging Servers
- REM Messaging ActiveMQ Database
- REM Alerting Server

The monthly Service Capacity Management reports will provide capacity metrics on the following components of the REM servers:

- CPU
- Memory
- Disk utilisation
- Disk I/O

10.5.2 Capacity Issue Notification

The Interim Support Service Delivery Manager will notify the Business Owner by email when any threats and/or risks to system capacity and performance, and provide plans to mitigate against those risks and/or threats which will be reviewed in regular service review meetings with the business owner.

ROC Release 1 Interim Support – Service Design Package

10.6 Capacity and Performance Targets

Refer to Appendix E

10.7 Capacity and Performance Metrics

The following areas of the application will be tested and monitored during the performance test phase:

- Network performance
- CPU usage and
- Memory usage

At the end of the performance testing phase a test report will be published to demonstrate the performance if the application and highlight areas of concern.

Assumption: Required storage, network and memory capacity cannot be determined as Technical Infrastructure Document is in a draft phase and is not yet at a sufficient stage to determine the performance metrics.

10.8 Tools

The following tools are being used to capture capacity and performance metrics:

- HP Load Runner – Performance testing
- HP Quick Test Professional – Automation testing tool
- HP ALM – Defect management tool
- IBM will monitor the server componentry for capacity using the IBM Tivoli monitoring tool

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11. IT Service Continuity (Disaster Recovery) Management

11.1 Overview

IT Service Continuity Management (ITSCM) is the process responsible for managing risks that could seriously affect the system. ITSCM ensures that agreed service levels can be achieved, by reducing the risk to an acceptable level and planning for the recovery of the system. ITSCM supports Business Continuity Management.

11.2 IT Business Impact Analysis (BIA)

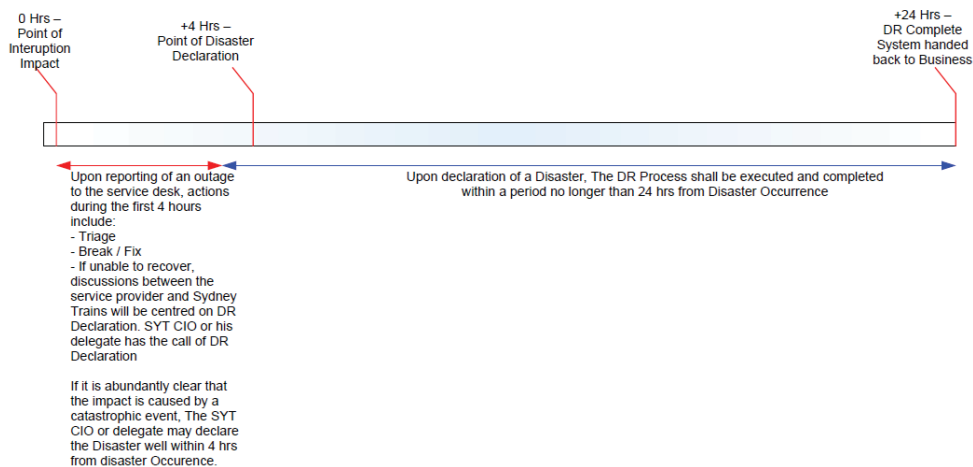
An IT business Impact Assessment was carried out by Fujitsu for Sydney Trains for ROC Release 1 – REM. The main objective of the BIA was to determine the business criticality of the system from a support and recovery perspective.

Based on the findings within the ROC Release 1 – REM Business Impact Analysis (BIA) document, Sydney Trains has classified the REM application and supporting infrastructure as **Business Critical**, with the corresponding and highest currently available Disaster Recovery classification, Tier One.

Critical Level	Characteristics
Business Critical (DR Tier 1)	<ul style="list-style-type: none"> High probability passenger safety may be exposed to an unacceptable risk. Is a Customer facing Application System High probability an elongated outage may cause significant disruption to the Sydney Trains network and to the Sydney Trains brand Must be recovered immediately to minimise damage Could result in significant financial loss. Could require the highest level of escalation.

The REM system will have the following requirements for recovery of the system in the event of a disaster based on the criticality of the system:

- Recovery Time Objective – **4-24hrs** in line with TfNSW Business Critical systems, where the 0-4 hours are used for Triage and Break/Fix before declaring a disaster.



- Recovery Point Objective (RPO) - **Zero Hours (Zero Data Loss)** when restored from a service interruption. This will be limited to data that has been submitted to the application from a user

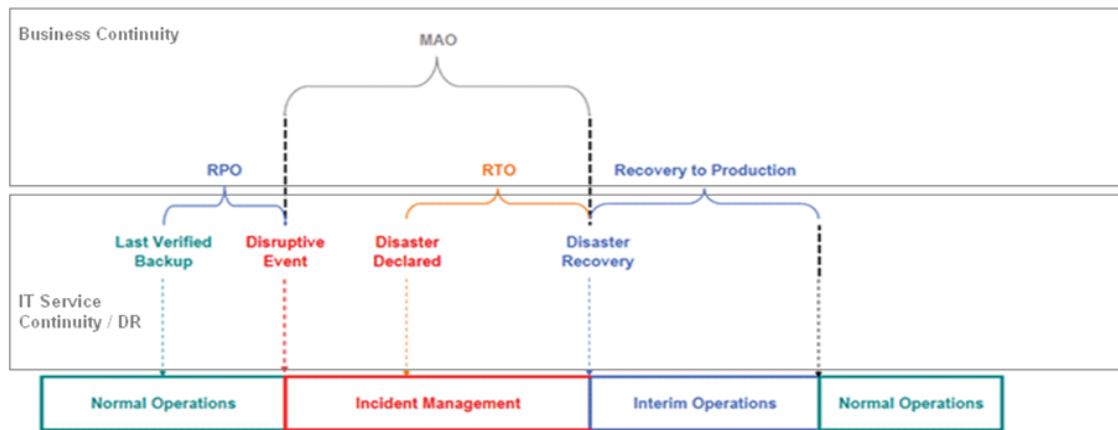
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and/ or an external system and not include data that is active on a user’s screen or device that has not been submitted.

The deployed technical solution includes real time replication of data from the primary GOVDC1 data centre to the DR GOVDC2 data centre using Data Guard replication to ensure RPO objectives are met.

- Maximum Acceptable Outage (MAO) - The system will have a **Maximum Acceptable Outage (MAO) time of 6-8 hours** above the Recovery Time Objective (RTO).

The diagram below illustrates the IT service continuity activities in relation to the above requirements.



11.3 Resilience Strategy

Placeholder: Update on completion of Resiliency Strategy Document

11.4 Process Alignment

IT Service Continuity management for the REM system would be carried out in line with the TfNSW IT Service Continuity Management Policy and Standards:

<http://intranet.transport.nsw.gov.au/guides/it-service-continuity-standard.pdf>

11.4.1 Process Dependencies

Process	Relation Description
Major Incident Management	Major Incident Management process will provide input and coordination for IT Service Continuity Management and disaster recovery initiation
	Major incident management will manage incident resolution against MAO thresholds
	Review of IT service Continuity plans will provide input to improving the Major Incident Management process
Problem Management	Findings from root cause analysis of major incidents will provide inputs to improving IT Service Continuity management
Continual Service Improvement	Outputs from testing and review of IT Service Continuity and disaster recovery plans will provide input and drive improvements through the continual service improvement process

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	Continual service improvement will drive improvements to IT Service Continuity and disaster recovery plans
Change Management	The emergency change process will support the implementation of any emergency changes required to resolve major incidents and support disaster recovery activities
Availability Management	Availability management proactive activities to ensure that outages resulting from Priority 1 & 2 incidents are managed and resolved within defined MAO limits

11.5 Roles & Responsibilities

Sydney Trains will be responsible for initiating the following:

- Business Continuity Plans
- Business Continuity workarounds, where appropriate
- Deployment of Rail Operations staff to Business Continuity facility

The Interim Support Service Delivery Manager will be responsible for establishing and maintaining the REM IT Service Continuity Plan

Roles and responsibilities for Service providers supporting the recovery of the REM system will be defined in the IT Service Continuity Plan and associated DR Plans.

11.6 IT Service Continuity Plan

An IT Service Continuity Management Plan will be developed as part of the Resilience Strategy include the following:

- Service Continuity Strategy
- Disaster Declaration Guidelines
- DR Roles and Responsibilities
- Critical contact points
- Logistics tasks lists

11.6.1 Disaster Recovery Plans

Each Service provider (IBM, UXC, TIBCO, Fujitsu, Frequentis) will be responsible for establishing their respective DR plans for REM system during the Service Transition stage.

The ROC program is arranging for the preparation of DR plans with IBM and Frequentis

Pre-go live test

A full disaster recovery test is expected to be carried out by the ROC Program prior to go-live of the ROC R1 system to confirm recovery of the system to the Disaster Recovery site in line with MAO, RTO and RPO objectives.

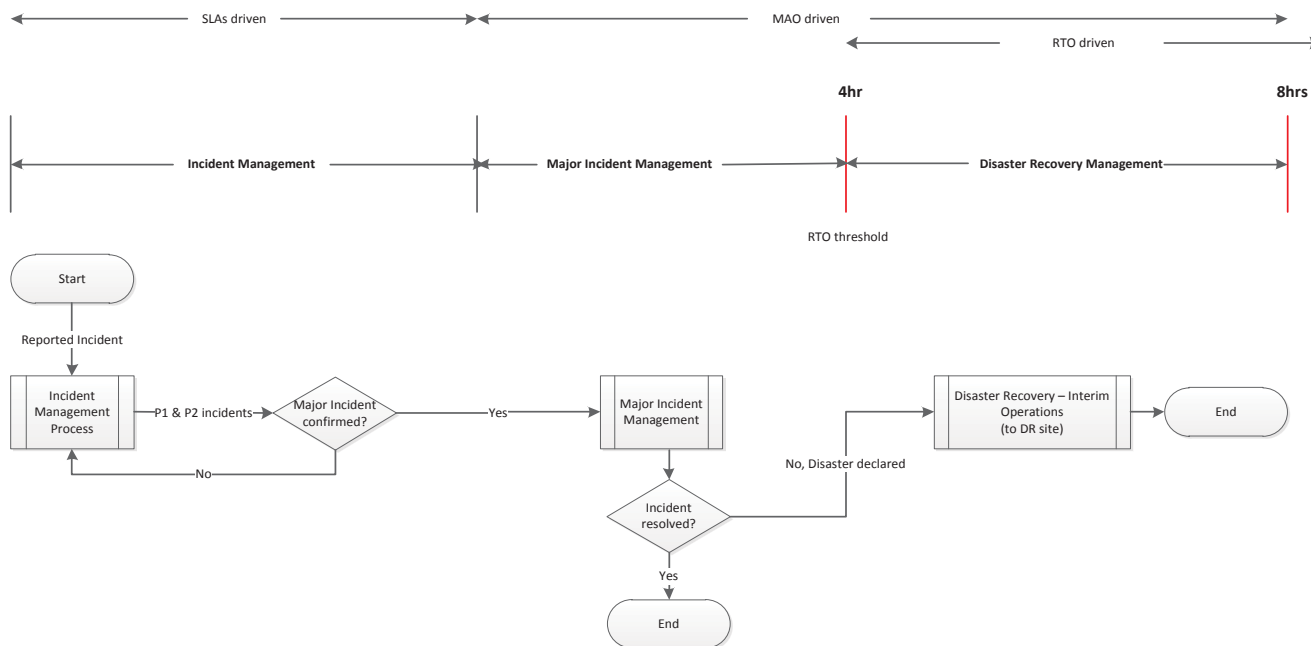
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Annual DR Plan Review and testing

The Service Continuity Plan and associated DR plans will be reviewed and tested on an annual basis as per the requirements for Tier 1 applications and when any significant change takes place to the application or associated infrastructure

11.6.2 Service Continuity Process Framework

The process framework for managing incidents against the RTO and Maximum Acceptable Outage (MAO) leading up to disaster declaration is shown in the diagram below.



If the incident has not been resolved within 4 hrs of the incident being initially reported a disaster may be initiated based on the disaster recovery guidelines in the Disaster Recovery Plan.

11.7 Tools

Remedy will be used to record and track the initial incident record through the transition to Major Incident and Disaster.

Any additional recovery tools used to manage disaster recovery will be defined in the relevant disaster recovery plans.

12. Incident Management

12.1 Overview

An incident is defined as an unplanned interruption or degradation in quality of an IT service, or a failure of a configuration item that has not yet impacted an IT service.

Incident Management is the process responsible for restoring normal service operation as quickly as possible and minimising the adverse impact on business operations, thus ensuring that the best possible levels of service quality and availability are maintained.

12.2 Process Alignment

The lifecycle of all system incidents will follow the TfNSW Incident Management process:

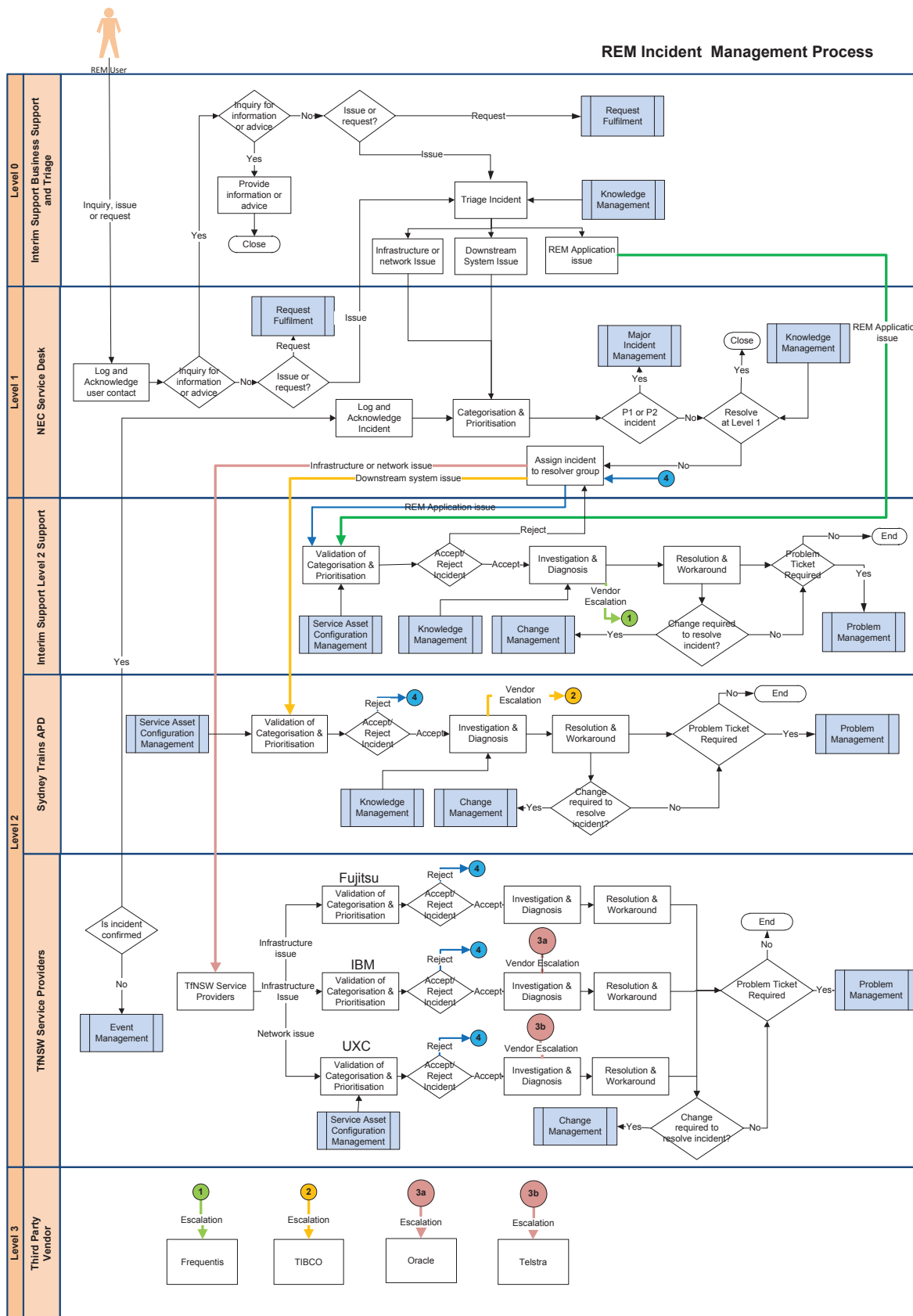
<https://confluence.transport.nsw.gov.au/display/SDAT/Incident+Management>

All reported issues related to REM application will be logged in Remedy following the process below:

<https://confluence.transport.nsw.gov.au/download/attachments/355042192/QRG%20-%20Incident%20Management-V1.3.docx?version=1&modificationDate=1469153133000&api=v2>

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12.2.1 Process Model



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12.2.2 Process Dependencies

Process	Relation Description
Major Incident Management	Major incident management provides input on incident resolution to Incident Management
	Incident Management will provide input on Priority 1 & 2 incidents escalated by the service desk to Major Incident Management
Configuration Management	The classification of CIs referenced in Incident records will support the prioritization of incidents at the time of logging
	CI records which are identified as inaccurate from Incident Management activities will provide input to configuration management
Problem Management	Information about known errors and their workarounds from problem management is used to support the resolution of recurring incidents.
	Priority 1 & 2 incidents will require a Problem investigation and root cause analysis to be carried out once incidents have been resolved
Change Management	The emergency change process will be used to facilitate the resolution of high priority incidents where changes are needed to deliver a resolution
	Provides a reference point for incident management to detect and resolve incidents that arise from changes.
	Change management is responsible for keeping the Service Desk informed of all scheduled changes.
Knowledge Management	Information from knowledge articles provides input to support incident resolution
	Information from the resolution of incidents provides input to the creation of knowledge articles

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12.3 Roles & Responsibilities

The roles and responsibilities related to the incident management process are defined in Section 7.1 and Appendix 3 of this document

12.4 Incident Priorities

12.4.1 Impact & Urgency Matrix

All REM system incidents will be prioritised based on urgency and business impact at the time of logging in Remedy using the following TfNSW incident Priority Matrix:

		IMPACT			
		1 – Extensive/Widespread	2 – Significant/Large	3 – Moderate/Limited	4 – Minor/Localized
URGENCY	1 - Critical	P1 - Critical	P1 - Critical	P2 - High	P2 - High
	2 - High	P1 - Critical	P2 - High	P2 - High	P3 - Medium
	3 - Medium	P2 - High	P3 - Medium	P3 - Medium	P3 - Medium
	4 - Low	P4 - Low	P4 - Low	P4 - Low	P4 - Low

Impact Table

Impact	Description
Extensive	Unavailability of multiple Service(s) that halt or impede critical functions Size of Impact: Multiple sites; single large or multiple sites Business Criticality: Business Critical – has widespread impact that could cause significant reputation damage.
Significant	Unavailability of frontline Service(s) that halt or impede critical functions Size of Impact: Multiple sites; single large or multiple sites Business Criticality: Business Critical – has significant impact on core divisional services or could cause the division significant reputation damage.
Moderate	Partial impact to frontline service(s) that impede critical functions Size of Impact: One site or single Sydney Trains division Business Criticality: Important for business but not Critical – Impacts on critical services but impact is contained with the division
Minor	Unavailability of non-critical services Size of Impact: One team or function within a division Business Criticality: Routine business – no impact on business productivity or activity.

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Urgency Table

Urgency	Description
Critical	Catastrophic issue that is a very high risk with no workaround available. <i>Multiple business processes stopped, divisions cannot operate</i>
High	Material issue that is high risk to the division with no workaround available. <i>Business process stopped, staff or critical function cannot operate</i>
Medium	Significant issue that is medium risk to the division with no workaround available. <i>Business process affected, staff(s) cannot use certain functions</i>
Low	Insignificant issue that is low risk to the division or where a workaround is known. <i>Business process affected; staff experience degraded performance</i>

12.4.2 Incident Priority Definition

The following priorities of incidents will be applicable to the ROC R1 service:

Priority	Description	Definition	ROC R1 system examples
1	Major Incident (See Section 13) – Outage affecting multiple / critical sites or users	<p>A major issue affecting multiple or critical sites or users</p> <p>A location or group of users are unable complete their duties and no immediate workaround is available</p> <p>The issue causes serious disruption to a group of users, corporate revenue or ability to meet important deadlines</p> <p>A system function is unavailable to all users and the Customer can demonstrate that this has a material, adverse impact, on the Customer's business operations</p>	<ul style="list-style-type: none"> • Active Directory Integration is broken, users cannot login to REM anymore • Clients are compliant with the current data base version. • REM Alerting Server is not working => any kind of alerting / informing (SMS, email, ...) is not working • REM Application server(s) are down/not working: => downstream SIRI-SX, REM Web-Portal, REM Mobile, Notification Module would not be available. • The Control room needs to be evacuated due to flooding or fire, which requires a switch to the Disaster Recovery Centre. • IP Network black-outs.

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Priority	Description	Definition	ROC R1 system examples
2	Major Incident (See Section 13) – Severe loss of functionality	<p>A location or group of users cannot function as normal but a workaround is available</p> <p>The location or group of users are not yet experiencing serious disruptions, but there is potential for serious disruptions to occur if the problem is not solved</p> <p>A system function is unavailable to users at multiple sites, or any system function which impacts system recovery or continuity is unavailable</p>	<ul style="list-style-type: none"> Email interface and/or SMS interface is not functional, which prevents any alerting and informing messages to be sent. The REM Web Portal is not accessible. Notifications cannot be issued/received. SmallWorld is not available. IP Network brown-out Slow system performance
3	Minor Incident – Issue affecting single or small group of users	<p>A location or group of users cannot use a particular function</p> <p>The issue is not causing any serious disruption to a locations or group of user’s operations or ability to meet deadlines</p> <p>The issue is confined to a single user or small group of users within a location or group of users</p> <p>Any system function is unavailable</p> <p>Errors that can easily be dealt with by simple user means like pressing a reload button.</p> <p>Errors that can be fixed by IT-operational means like restart of server / client, switch to fail-over environment or reinstalling client software.</p>	<ul style="list-style-type: none"> Wrong / bad configuration Master Data issues.
4	Minor Incident – No direct impact	<p>A minor issue which does not directly impact Customer operations.</p> <p>The categorisation of Errors has to be done consensually.</p>	<ul style="list-style-type: none"> Label issues DMC malfunctions which does not impact the current configuration process

Priority 1 & 2 incidents will be managed by the Major Incident Management process described in Section 13.

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12.4.3 Incident Priority Response and Resolution Targets

The following Service level Targets will be applied for application support of incidents for the REM application:

Priority	Response Target	Resolution Target	Measurement Period
1	Expected 95% in 15 mins	Expected 95% within 2 hours Minimum 90% within 2 hours	24x7
2	Expected 95% in 30 mins	Expected 95% within 4 hours Minimum 90% within 4 hours	24x7
3	1 hour	95.00 % within 1 Business Day, and 98.00 % within 3 Business Days	Business Hours
4	2 hours	95.00 % within 2 Business Days, and 98.00 % within 6 Business Days	Business Hours

12.4.4 Business Support & Triage First Call Resolution Target

The following targets will be applied for resolution of enquiries, issues and service requests by the Interim Support Business Support and Triage team.

First Call Resolution	Target
Go-live – 3 months	45%
3 months – 6 months	50%
6 months – 12 Months	55%
12 months – R3 Go-live	60%

12.4.5 User Classification

The following user classification will be used to assist the determination of incident priority at the time of logging:

User	Incident priority when logged
VIP users (eg RMC based users)	Priority 2
Standard users (eg station staff)	Priority based on reported issue

REM VIP users will be agreed with the business during Service Transition and updated in the Sydney Trains VIP users list.

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12.5 Tools

All incidents related to ROC R1 REM application will be logged and managed in the Remedy ITSM tool as per the following process:

<https://confluence.transport.nsw.gov.au/download/attachments/355042192/QRG%20-%20Incident%20Management-V1.3.docx?version=1&modificationDate=1469153133000&api=v2>

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13. Major Incident Management

Major Incident Management (MIM) is the process responsible for managing the resolution of Priority 1 and Priority 2 incidents.

13.1 Overview

Major Incident Management (MIM) is a sub-process of Incident Management for managing critical interruptions of business activities..

MIM process will ensure that major incidents are responded to quickly, that communication is timely & appropriate and to coordinate service providers and agency stakeholders towards swift resolution.

MIM's objectives will be to provide:

- A central, standardised approach to managing Major Incidents across the TfNSW cluster
- Defined escalation timescales in alignment with SLAs and Maximum Acceptable Outage (MAO) timescales
- Clear linkages to Incident Management and Problem Management
- Defined Roles & Responsibilities including the coordination of management and technical bridges, communications and critical decision making responsibilities
- A controlled communications approach.
- Facilitation of 'Service Restoration' as quickly as possible with clear Inputs/closure triggers

13.2 Process Alignment

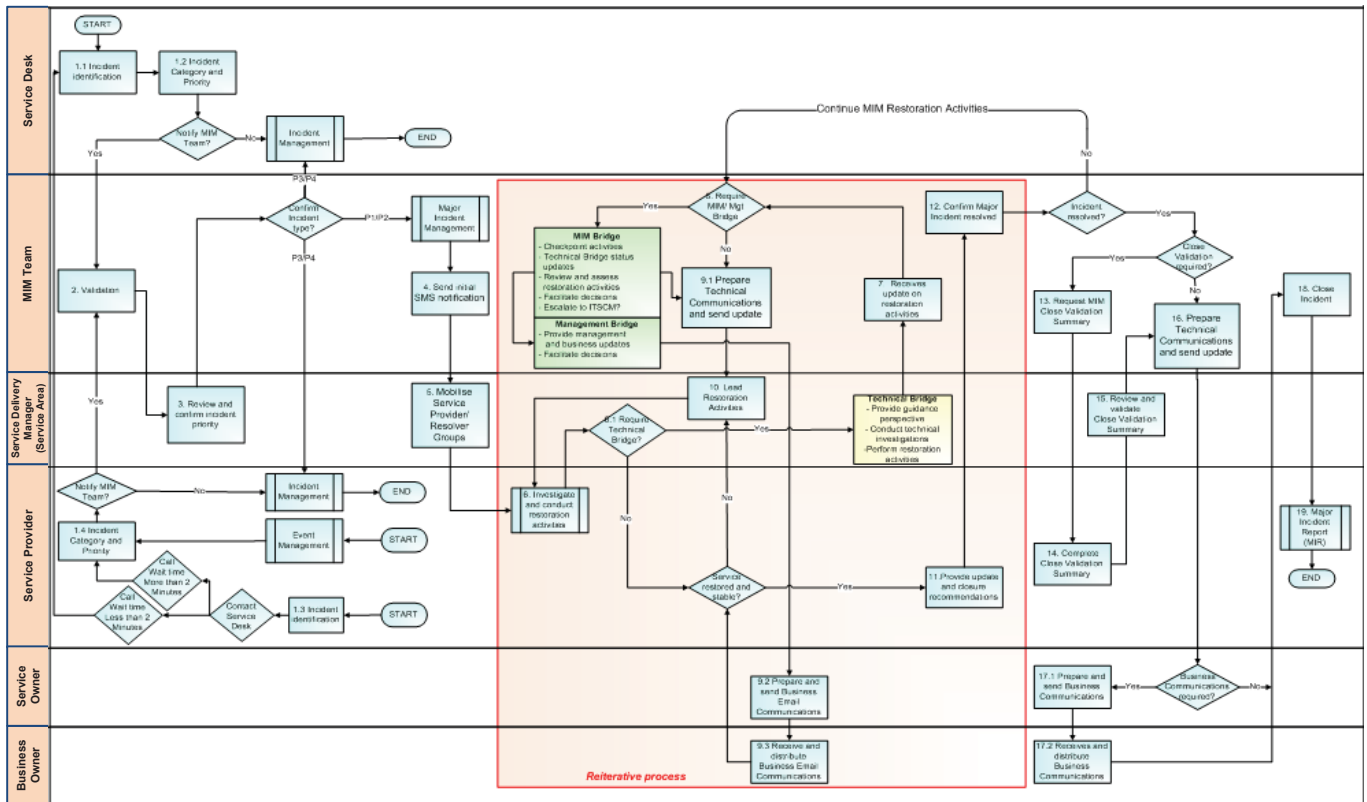
The management of Priority 1 & 2 incidents related to the REM system will be carried out by the TfNSW Major Incident Management Team through the TfNSW Major Incident Management process.

<https://confluence.transport.nsw.gov.au/display/SDAT/Major+Incident+Management>

All Priority 1 & 2 incidents related to the REM system will be assessed, validated and classified by the MIM team in consultation with the Interim Support Service Delivery Manager.

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13.2.1 Process Model



13.2.2 Process Dependencies

Process	Relation Description
Incident Management	Incident Management will provide input on Priority 1 & 2 incidents escalated by the service desk to Major Incident Management
	Major incident management provides input on incident resolution to Incident Management
Problem Management	Major Incident management will provide inputs to problem management to support root cause analysis of Priority 1 incidents which will be included in the Major Incident Management Report
	Recommendations from Root Cause Analysis of major incidents will provide input to the Major Incident Management Report.
Change Management	Major incident management may require a Request for Change (RFC) to be initiated to support incident resolution.

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Configuration Management	The criticality of Configuration items (CI) will provide input to the prioritization of incidents moving into Major Incident Management
Knowledge Management	Information from the resolution of major incidents will provide input for the creation of knowledge articles
	Known errors and workarounds arising from Major incident management will be documented and published in the knowledge base.
	Knowledge management will provide information input to support the management of major incidents
Event Management	Alert information from Service Provider monitoring of the REM system will provide input assessment of major incidents

13.3 Roles and Responsibilities

The **TFNSW Service Desk** will be responsible for initial incident logging and classification and transfer to the MIM team when ROC R1 related incidents have been classified as a P1 or P2 incident.

The **Major Incident Management team (MIM)** is responsible for coordinating the technical response to a Priority 1 or Priority 2 Incident across all service providers acting as a focal point to coordinate the resolution of Priority 1 and 2 Incidents. This will include:

- Validate Incident priority (P1 & 2)
- Providing initial incident management of P1 & P2 incidents
- Sending SMS and email communications
- Mobilise resolver groups
- Opening and managing the Management Bridge
- Opening and managing Technical Bridges and ensures the correct technical specialists are involved
- Facilitates the resolution of the Incident via the service provider teams participating in the Technical Bridge
- Ensuring proper resources are assigned and working on Priority 1 & 2 Incidents
- Management of the resolution against SLAs and MAO targets
- closing Technical Bridge and incident when resolved
- Co-ordinate the preparation of Major Incident Management Reports for Priority 1 Incidents.

Interim Support Level 2 Support team (Service Provider) will be responsible for leading restoration activities and coordination with other support teams where the major incident relates to the REM application including participation in Technical Bridge calls and providing input to Major Incident Management Reports.

The **Interim Support Service Delivery Manager** will be responsible for:

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- Validating incident priority with the MIM team
- Participating in technical and management bridges
- providing additional communication updates (beyond those provided by the MIM team) to the REM Business Owner and wider ROC stakeholders where required.
- Providing input to Major Incident Management reports

If the Major incident is triggered due to infrastructure or network related issues, **TfNSW Service Providers** will responsible to lead restoration activities and to coordinate with other delivery teams.

If the major incident relates to downstream systems, **Sydney Trains APD** will responsible to lead restoration activities and to coordinate with other delivery teams.

13.4 Business Communications for Major Incidents

13.4.1 Communication frequency

The MIM team will provide initial communication and subsequent updates to the REM Business stakeholders on the status and progress in resolving major incidents. Updates will be provided by SMS with the following frequency of updates:

Priority	Update Frequency	Measurement Period
1	Initial Communication within 15 mins of incident confirmation Every 30mins after initial communication unless otherwise specified	24x7
2	Initial Notification within 30 mins of incident confirmation Every 1 hour after initial communication unless otherwise specified	24x7

In addition to the above the MIM team will provide email communication for P1 incidents to REM Business stakeholders at the following frequencies:

Priority	Update Frequency	Measurement Period
1	Initial Communication within 15 mins of incident confirmation Every 30mins after initial communication unless otherwise specified	24x7

13.4.2 Communication format

The format of SMS communications will align with existing MIM process format below:

Initial Communication

Incident Description/Number:

Initial impact:

Start time:

Actions to date:

Time of Next Update

Progress Communications

Incident Description/Number:

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Current impact

Status Update/ Next Actions:

Time of Next Update:

Date/Time resolved (include when resolved)

13.5 Input to Problem Management

All Priority 1 and 2 incidents related to REM system will be subject to Problem Investigation following resolution of the incident.

The process for conducting Problem investigations is described in Section 14.

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14. Problem Management

14.1 Overview

Problem Management is the process responsible for proactively preventing incidents from happening and minimising the impact of incidents that cannot be prevented. A problem is defined as the cause of one or more incidents.

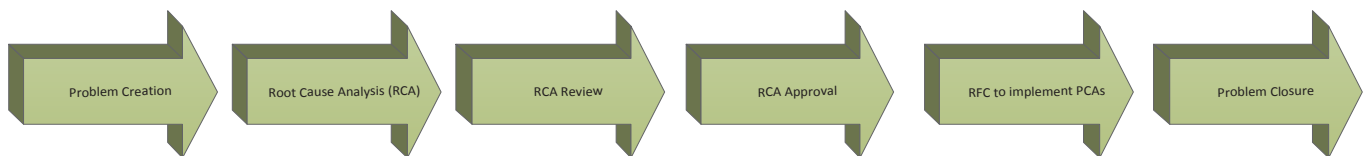
14.2 Process Alignment

Problem management for ROC R1 system will align to the TfNSW Problem Management process:

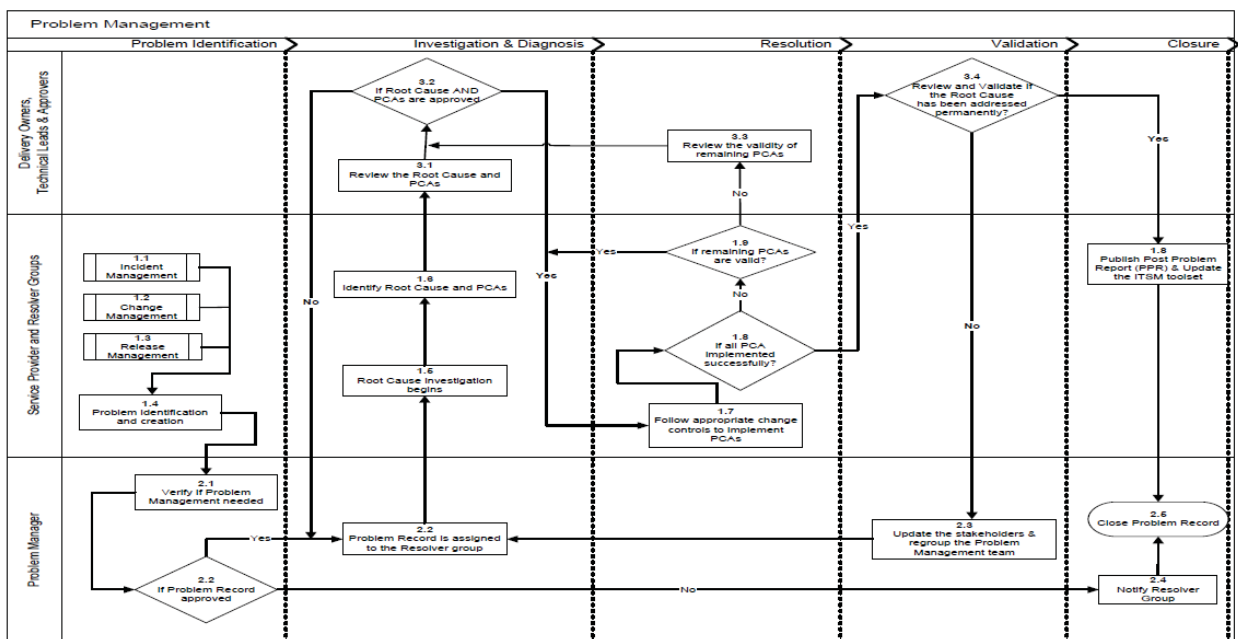
<https://confluence.transport.nsw.gov.au/display/SDAT/Problem+Management>

At a high level the Problem Management process will consist of the following phases:

ROC R1 Problem Management Process Phases



14.2.1 Process Model



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14.2.2 Process Dependencies

Process	Relation Description
Incident Management	All P1 incidents (including major incidents) will trigger Problem Management process. Incident are closed as soon as the services are restored or a Workaround is placed and further investigations to identify the Root Cause and PCAs are carried out under the Problem Record.
	Confirmed application defects from incident management will trigger problem records
	Problem management will identify the root cause of incidents
Change Management	Failed changes will trigger Problem Records to investigate and identify the Root Cause of change failure & implement Potential Corrective Actions (PCAs) to remediate current issues and prevent future reoccurrences
Release and Deployment Management	Problem Records will be initiated to investigation and address the Root Cause of release failures and implement appropriate PCAs to prevent the failure happening in future
Knowledge Management	Information from the root cause analysis of problems will provide input for the creation of knowledge articles
	Known errors and workarounds are documented and published in the knowledge base.
Configuration Management	Problems are linked to relevant CI record(s).

14.2.3 Problem Investigations

Problem investigations will be carried out for the following related to the REM application:

- Priority 1 & 2 Incidents including those related to security issues, availability and capacity issues
- Failed ROC R1 Changes (including release related change)
- Recurrent Incidents (no previous problem investigation)
- Repeat incidents (with previous Problem investigation)

14.2.4 Root Cause Analysis Reports (RCA)

The outcomes of all problem investigations carried out by the Interim Support Level 2 Support team will be documented in a Root Cause Analysis Report.

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The scope of root cause analysis reports will include:

- Business Impact
- Root Cause Analysis investigation findings
- Permanent Corrective Actions (PCA)

A draft of all RCA reports will be completed within 5 working days of problem assignment to the Interim Support Level 2 Support team for initial review with key stakeholders.

A change will require to be raised to implement PCAs once approved.

14.3 Roles & Responsibilities

Interim Support Level 2 Support team will be responsible for:

- creating problem tickets in Jira
- conducting Root Cause Analyses investigations and preparing RCA reports for all application related REM Problem investigations
- co-ordinating the investigations with other support teams, where required,

The Interim Support Service Delivery Manager will review all RCAs conducted by the Interim Support Level 2 Support team and will provide status reports and representation at Sydney Trains governance forums for problem management.

The REM Service Owner will be responsible for approving RCAs produced by the Interim Support Level 2 Support team

Sydney Trains APD will be responsible for carrying out problem investigations related to Downstream systems

TfNSW Service providers will be responsible for carrying out problem investigations related to infrastructure and network

The TfNSW Problem Manager will be responsible for running TfNSW Problem Management Meetings

Sydney Trains APD Problem Management process owner will be responsible for reviewing and approving RCAs produced by the Interim Support Level 2 Support team.

14.4 Problem Governance Meetings

The Interim Support Service Delivery Manager will provide a status report and representation, for all open REM related problems being managed by the Interim Support Level 2 Support team to existing Sydney Trains and TfNSW Project Governance forums including:

- Sydney Trains bi-weekly Problem Review Meeting
- TfNSW bi-weekly Problem Management meeting with TfNSW service providers

The Interim Support Service Delivery Manager will review and prioritise all outstanding problems with the REM Business Owner on a weekly basis as part of regular service review governance

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14.5 Tools

Sydney Trains and TfNSW currently manage problems in Jira. Based on current TfNSW timelines it is not expected that Problem Management will be transitioned to Remedy when REM goes live in December 2016.

Jira will be used as the interim tool for problem management until problem management has been transitioned to Remedy.

TfNSW service providers use the following current tools for problem management:

IBM – ISM

UXC – Service Now

Fujitsu – USD

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15. Change Management

15.1 Overview

Change Management is the process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services.

A change is defined as an addition, modification or removal of any application, middleware, infrastructure or network component that could have an effect on the IT service.

15.2 Process Alignment

All changes related to the REM application will be managed through the Sydney Trains Change Management Process.

http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0016/56104/ICT-OPS-PRO-003_Change-Management-Procedure-3-3-1.pdf

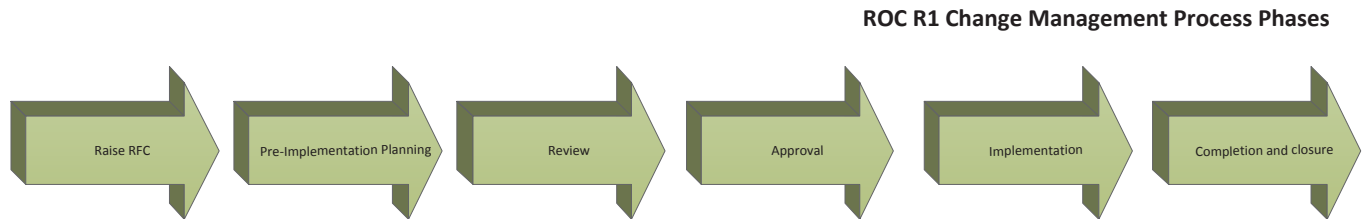
15.2.1 Process Dependencies

Process	Relation Description
Incident Management	A Request for change (RFC) may be required to resolve an incident. This will be done through the emergency change process for Priority 1 & 2 incidents and through the normal change process for Priority 3 & 4 incidents, where required.
	<ul style="list-style-type: none"> TfNSW Change management is responsible for keeping the service desk informed of all scheduled changes. Incidents may result as a consequence of change implementation
	Any changes implemented without an approved RFC will require a security incident to be raised
Problem Management	A RFC may be required to resolve a known error
	Failed changes will require a problem investigation to be carried out
Configuration Management	Information from configuration management (CMDB) is used to evaluate the risk and impact of the change to business services
	Change management supports updating of CIS following a change implementation
	Configuration item owners should ensure that Cis are updated as a result of a change
Release and Deployment	Approvals for releases will be managed through the Change process
Request Fulfilment	A change may be required to support the fulfilment of a Service Request

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15.2.2 Process Model

At a high level the change management process has the following phases:



15.2.3 Application Change Management Process

A change request (RFC) will be required for the following changes being made to the REM application in the Production, Pre-prod, Development UAT, SIT or DR Environments. This would include:

- Software changes including upgrades, scheduled patches and hot fixes
- Configuration changes
 - Application configuration changes
 - Master data configuration changes
 - Role profile changes
- Changes made to the production environment to resolve high priority incidents
- Environment and database refreshes
- Planned system maintenance

The following would not require RFCs to be raised:

- Requested services provisioned through the service request process that do not require an associated change to fulfil the request
- Changes to service management processes

Any changes that are made to the REM application without an approved Change request being raised will require a security incident to be raised:

http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0006/133188/IT-SGD-70133-Information-Security-Incident-Management.pdf

All failed REM changes would require a problem investigation to be carried out.

Change Types

The following change types will be applied to REM application change management in line with the Sydney Trains Change Management process:

ROC Release 1 Interim Support – Service Design Package

Change Type		Description	Risk Level	Approval	CAB Approval	Lead Time
Normal Change	Low	Low risk/low impact changes to REM non-prod environments	Low	TBD in Service Transition	No	2 working days
	Medium	Medium risk/medium impact standard change to REM production environment, normally requiring outage	Medium	TBD in Service Transition	Yes	5 working days before CAB
	High	High risk/Major impact complex change to the REM production environment requiring outage, multiple services impacted, involves multiple teams	High	TBD in Service Transition	Yes	10 working days before CAB
Urgent Change		Urgent business driven change to the REM production Environment to be done outside CAB meetings	Business Determined	TBD in Service Transition	TBD in Service Transition	1-3 working days
Emergency		Critical modification to the production environment to resolve Priority 1 & 2 incidents	High	TBD in Service Transition	TBD in Service Transition	As agreed with REM business owner

Emergency Change Management

Changes required as part of the resolution of Priority 1 & 2 incidents impacting the REM production environment will be raised through the Sydney Trains Emergency change process

15.2.3.1 Risk Assessment

Changes will be assessed in terms of their risk of failure and impact to the business if issues occur as a result of the change being made.

Risk

The **risk** will be assessed in terms of the following criteria:

Low Risk

- Little or no risk of change failure, procedure is known
- Backout plan is easily achievable with minimum time
- Extensive testing has been completed
- Non-Production changes are low

Medium Risk

- Medium chance of change failure
- Backout plan may take a long time for restoration but would be achieved with spare time prior to start of business
- Some testing has occurred for the change to be confidently implemented

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High Risk

- High possibility that the change may fail
- This is a first time implementation of this type of change
- Persons involved in the change are new at implementing this type of change
- Backout plan may take an excessive amount of time with the possibility of restoration not being completed prior to the start of business
- Little or no testing has been done

Impact

The **impact** of the changes will be assessed against the following criteria:

Low Impact

- No effect on production users
- No effect on production services during business hours

Medium impact

- Potentially could affect small number of users
- Potentially could affect one or more production services
- Potentially could affect many users of a single service

High Impact

- Potentially could affect a large number of users
- Potentially could affect all users of a single service
- Potentially could affect multiple production services

The risk assessment will be carried out using the TfNSW Risk Calculator tool. This will provide a guide on the risk level of the change

Risk Rating

Risk	Impact			
		Low	Medium	High
Low	Risk Category: Low	Risk Category: Medium	Risk Category: Medium	Risk Category: High
Medium	Risk Category: Medium	Risk Category: Medium	Risk Category: High	Risk Category: High
High	Risk Category: Medium	Risk Category: High	Risk Category: High	Risk Category: High

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15.2.3.2 Change approval

Existing approval groups for REM application changes used within the ROC programme will be reviewed and updated, where required during Service Transition.

Medium and high risk changes would also be subject to CAB approval.

15.2.3.3 Change Deliverables

The following will be required for all REM application changes:

- Change Implementation Plan including:
 - Change plan
 - Rollback plan including provisioning for rollback to previous application version for version upgrade change
 - Communication Plan, if required
 - Change Schedule
 - Outage period
 - Impacted configuration item(s)
 - Test Plan
- Completed Risk calculation

15.3 Roles & Responsibilities

Interim Support Level 2 Support team will be responsible for raising and implementing RFCs for REM application related changes

Sydney Trains APD will be responsible for raising RFCs for Downstream Systems related changes through the Sydney Trains Change management process

Sydney Trains Change Manager will be responsible for the governance of the change process

TfNSW service providers will be responsible for raising RFCs related to end-user computing (eg SOE, browsers related changes), infrastructure and network changes that relate to the REM application. This will be carried out through the TfNSW change management process:

- <https://confluence.transport.nsw.gov.au/display/SDAT/Change+Management>
- Outage Notifications for REM related changes

15.4 Forward Schedule of Change

Sydney Trains existing Forward Schedule of Change email process will be leveraged for scheduled REM application changes.

15.5 Change Management Meetings

The Interim Support Service Delivery Manager will provide input and representation, when required, for REM related application changes to the following change governance meetings:

- ECRG - Enterprise Change Review Session

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- EnCAB - Enterprise Change Approval Board

This will include:

- Presenting REM related changes
- Participating in Post implementation reviewer of REM related changes

15.6 Change Freeze Periods

The change management process for REM would adhere to change freeze periods advised by Sydney Trains and TfNSW. This would include the already notified Christmas Change Freeze period below:

- **22nd Dec 2016 00:01 to 4th Jan 2017 (23:59)**

15.7 Change Outage Notifications

Outage notifications for REM related changes will leverage the existing TfNSW outage notification process

The REM Business Owner will be notified by the Interim Support Service Delivery Manager through the forward schedule of change of any planned changes and emergency changes for the REM system prior to implementation.

15.8 Tools

The Fujitsu USD service management tool is currently used by Sydney Trains APD to manage application changes.

It is not expected that the change management process will be onboarded to Remedy when the REM system goes live in Dec 2016.

USD will be used as the interim tool for change management until transitioned to Remedy.

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16. Release and Deployment Management

16.1 Overview

Release and Deployment Management is the process responsible for planning, scheduling and controlling the build, test and deployment of releases, and for delivering new functionality required by the business while protecting the integrity of existing IT services.

16.2 Process Alignment

All ROC R1 system releases will follow the principles outlined by the Sydney Trains Release & Deployment Management Process.

- <http://sps.railcorp.nsw.gov.au/sites/EReIM/Shared%20Documents/Intranet%20Site%20Documents/ERM%20Process.pdf>

At a high level the process has three workflow steps, namely

- Plan Release
- Manage Release
- Manage Deployment

The ROC project will align with this as outline in the role and responsibilities section below.

16.3 Roles & Responsibilities

16.3.1 Sydney Trains – Release Manager

Sydney Trains resources the Release Manager role with two people, with the responsibility being split between non-production and production releases.

The primary responsibility of the Sydney Trains Release Manager is to coordinate the Sydney Trains Enterprise Release Schedule (see section below). Where REM or associated components participate in an Enterprise Releases, the Sydney Trains Release Manager will liaise with the Interim Support Service Delivery Manager to:

- Understand the scope of the release;
- Plan the release along with other participating applications;
- Works with leads to ensure required artefacts are provided through a series of gates.
- Manage risk.

The Sydney Trains Release Manager chairs weekly Release Board meetings.

16.3.2 Sydney Trains – Change Manager

The Sydney Trains Change Manager reviews and approves changes that have been formally requested.

16.3.3 ROC Project Manager

The ROC Project Manager acts as the liaison for any project activities that are initiated via ROC R1 Interim Support. The ROC Project Manager will plan and manage projects and delegate work to appropriate resources, including where necessary, the ROC Release Manager.

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16.3.4 Interim Support Service Delivery Manager

In relation to release and deployment management, the Interim Support Service Delivery Manager has the following responsibilities:

- Review of change requests
- Ensure changes travel through their workflow to meet timing requirements
- Planning the release, including:
 - Raising deployment/infrastructure change requests
 - Deployment planning, including enterprise release liaison if necessary
 - Risk management
 - Release management
 - Communications

16.4 Release Types

The following release types will be applicable to the REM system:

- Major functionality releases (twice/year). These will be managed as projects within the Enterprise Release cycles
- Patches to fix defects and security issues. These will be minor releases and will be managed by interim support
- Master data updates. These will be minor releases and will be managed by interim support

Release notifications provided by Frequentis will be monitored and assessed for feasibility.

16.4.1 REM Components

The REM system is comprised the following high-level components. Releases may involve all of these components or a sub-set.

Component	Type	Deployment Mechanism
REM Server	COTS server application	Manual
REM EMC & DMC	COTS desktop applications	Package pushed via Citrix (production) or manually (non-production)
REM mobile application	COTS iOS mobile application	Package pushed via ST MDM (production) or Hockey (non-production)
REM master data	Oracle database	SQL scripts

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16.4.2 Release Classification

The Sydney Train Enterprise Release Management process defines Major (3 times/year), Minor, Low, Urgent and Emergency releases. Releases into non-Production environments are always considered Low by Sydney Trains.

The classification that will be applied to a REM component release will depend on the urgency and impact of the changes involved.

16.5 Release Periods

The system will be taken offline for planned maintenance only between the hours of 00:00 to 05:00 – Saturday and Sunday after business approval has been provided.

The system will be unavailable for no more than 4 planned outages per year with a frequency of no less than 3 months between planned outages.

Planned outages for REM system will align to the advised Sydney Trains scheduled Release cycles.

16.6 Release and Deployment Planning

16.6.1 Implementation Plan

Each release will be planned and documented in an Implementation Plan. Where the release participates in an enterprise release, the Implementation Plan will become part of an Enterprise Implementation Plan.

The plan will include tasks, schedule and responsibilities.

16.6.2 Schedule

The REM system will align to the service level requirement of 4 planned outages per year with a frequency of no less than 3 months between planned outages.

The REM Transition Manager will liaise with the Sydney Trains Release Manager to ensure alignment of REM requirements for releases with the Sydney Trains Enterprise Release Schedule.

16.6.3 Rollback

The steps required to rollback a release will be documented in its Implementation Plan.

These steps can also be used as a backout plan to revert to a previous release after a system release upgrade.

16.7 Environment Management

Environment Management is responsible for tracking which version of each artefact exists in each environment. This is essential to support testing as if the version of a component is unknown, it cannot be adequately tested.

16.7.1 Environments

Environment	Description & Characteristics
Production	This is the production environment that will be used for REM business functions to support day to day business activities.

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	Hosted in GovDC1.
Pre-Production	<p>The primary purpose of this environment is to allow the investigation of critical system issues. It is able to do this by being as close as practical to the PROD environment. It will additionally be used:</p> <ul style="list-style-type: none"> • as a final test of the deployment process (which has the benefit of keeping the software and Master Data configuration in sync with production); and • for Performance, Load, High Availability and Security testing activities. <p>While a Pre-production environment exists for REM, it does not exist for all components such as TIBCO, IIMS and DTDI. To test integration, the REM pre-production instances must be connected to the UAT environments for TIBCO, IIMS and DTDI.</p> <p>Hosted in GovDC1.</p> <p>Data must be regularly refreshed from the Production Environment.</p>
Disaster Recovery	<p>This is a passive environment, which will be made active in case of a failure in GOVDC1 Production environment. It will be as similar to Production as possible to reduce the risk of functionality not working in the same way as in Production.</p> <p>Hosted in GovDC2.</p>
Training	<p>This environment is primarily used for training. As such the versions of all user facing components (software and hardware) should be identical to what users have in production.</p>
UAT	<p>This environment is used for User Acceptance Testing. It is integrated to related systems, namely DTDI and IIMS via TIBCO.</p> <p>Hosted in Amazon Web Services.</p>
System Testing	<p>This environment is used for System Testing. It is integrated to related systems, namely DTDI and IIMS via TIBCO.</p> <p>Hosted in Amazon Web Services.</p>
Dev – Integration	<p>This environment is used by developers to unit-test the integration of REM-related components before delivery to the business to start the formal testing cycle. It is integrated with TIBCO only (IIMS and DTDI do not have instances in this environment).</p>
Dev – Dev	<p>Allows ad-hoc REM testing by developers and Master Data configuration team members.</p>
Dev – Conf	<p>Used to maintain a clean version of REM Master Data.</p>
REM Desktop	<p>Multiple versions of REM desktop applications can be installed on a single PC to access different environments.</p>
REM Mobile	<p>A mobile device can only connect to a single environment. To connect with multiple environments, the relevant application will either need to be redeployed to devices or a collection of devices will need to be individually configured to connect to each of the environments.</p>

16.7.2 Environment Management

Any changes to an environment will need to be managed through the change management process defined in Section 15.

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ROC Environment Management is currently the responsibility of the ROC Release Manager due to limitation of the existing toolset and thus requires the manual maintenance of a spreadsheet to track what version of what component exists in each environment. This spreadsheet is called an Environment Map. Once the new planned tooling (Remedy) is configured, it is intended that the spreadsheet will no longer be used.

16.8 Tools

Currently ROC program utilises spreadsheets for Release, Environment and Configuration Management.

16.8.1 Data

A minimum of the following artefact types must be able to be captured:

- Configuration Items
- Configuration Type. To be used to categorise Configuration Items (eg simply “Hardware, Software” or more detailed as “Virtual Server, Hardware Server, Hardware Network, Software Application Server, Software Application, Software Operating System, etc”),
- Locations (eg “Alexandria Data Centre” or “Pitt St Level 13 Server Room”)
- Environments (eg Dev, System Testing, UAT, Pre-Prod, Prod)
- Release (eg “Enterprise Release 2016.3”, “Emergency Release 2016Aug07”)

16.8.2 Relationships

The following relationships between artefacts must be able to be captured

- Configuration Item to Configuration Item
- Configuration Item to Environment
- Configuration Item to Release

16.8.3 Functionality

- Allow Configuration Items to be linked to each other to form an information network so that the dependencies between Configuration Items can be recorded.
- Versioning - Allow the history of a Configuration Item to be tracked through the assignment by a user of a unique identifier (ie a Version Number). Note: this is separate from an audit style versioning of an artefact in the tool.
- Allow a Configuration Item to be referenced
 - at a system level (ie REM);
 - at a component level (ie REM EMC Client); and
 - ideally this should be multi-level and support many to many references (ie a configuration item at level n+1 could be reference to many configuration items at level n and a configuration item at level n could be reference to many configuration items at level n+1.
- Support automatic versioning at the system level when a new version of a component in that system is recorded.
- Allow Reports to either display Configuration Items at a system or component level.

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- Reporting
 - Given a selected Configuration Item, provide a list of dependent configuration items. For example, list all applications on a given application server; or list all the databases on a database server or list all the applications on a server/virtual machine/operating system.
 - Given a selected system Configuration Item and a selected environment provide a list of dependent configuration items (i.e. if you don't know what version of REM is in the UAT environment, but you want to know the what components exist in REM)
 - Provide a setting in report criteria to define how many levels of components should be reported on (e.g. 1 level – just systems, 2 levels – systems and components, etc).

17. Service Asset and Configuration Management

17.1 Overview

Service Asset and Configuration Management (SACM) is the process responsible for ensuring that the assets required to deliver services are properly controlled, and that accurate and reliable information about those assets is available when and where it is needed. This information includes details of how the assets have been configured and the relationships between assets.

Configuration Items (CIs) are those IT assets or components where changes or incidents involving that CI can impact service delivery and once identified should come under the control of Change Management.

The objectives of the SACM process are to:

- Identify, control, record, report, audit and verify CIs, their attributes and relationships to other CIs
- Protect the integrity of CIs through the service lifecycle
- Support effective service management processes by providing accurate configuration information

17.2 Process Alignment

Information and records about the REM system components will be recorded and maintained in TfNSW Configuration Management System (Remedy Atrium).

Sydney Trains do not have an existing formal process for Service Asset and Configuration Management.

The management of all ROC R1 system configuration items will follow the TfNSW Configuration Management Process:

<https://confluence.transport.nsw.gov.au/download/attachments/343638119/Service%20Asset%20and%20Configuration%20Management%20Process.pdf?api=v2>

The configuration items in scope include:

- REM software configuration Items

Out of scope:

- Desktop, infrastructure hardware and network configuration items (managed by TfNSW Service Providers)
- Downstream Systems and TIBCO interfaces (Managed by Sydney Trains APD)

17.3 Process Dependencies

Process	Relation Description
Incident Management	Incident records will reference impacted configuration items
	CI criticality will be support the determination of incident Priority
Problem Management	Discrepancies in REM Configuration items will be investigated in Problem Management
Change Management	The change management process will be used to manage updates to configuration items as a result of a RFC being implemented

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Release and deployment management	Product upgrades and other releases managed through the Release and Deployment process will reference impacted or new CIs which will be updated in the CMDB through the Change management process
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17.4 Roles & Responsibilities

The Interim Support Level 2 Support team will be responsible for:

- Managing the import of new REM application CIs to Remedy through TfNSW
- Ensuring that CIs are updated in Remedy when any change takes place to the REM application

The Sydney Trains Configuration Manager will be responsible for:

- Supporting the import of REM application CI items to the Remedy System
- Providing governance on the Service Asset and Configuration Management process

TfNSW service providers will be responsible for the on-boarding and management of desktop, infrastructure and network CIs related to the REM system

Sydney Trains APD will be responsible for the management of CIs related to downstream systems

17.5 Configuration Item Classification

A CI type classification matrix for REM application configuration items will be established as part of the Remedy on-boarding during service transition

17.6 Configuration Item attributes

Configuration Item attributes used for REM application CIs will be established as part of the Remedy on-boarding during service transition

The following minimum mandatory attributes will be utilised for REM configuration items in the TfNSW CMDB:

- Criticality of the CI
- CI version
- Status
- Service Owner
- Business Owner
- Support group including contact details

17.7 Configuration Item Mapping

Configuration mappings will be established, where possible during Service Transition in conjunction with TfNSW service providers across all the REM system CI components in Remedy to support troubleshooting and investigation activities in Incident and Problem Management, and also Change Management activities. This will include the mapping of the logical and physical CI components of the REM system

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17.8 CI management

TfNSW plans to utilise the HP uCMDB discovery tool for management of configuration items. This is not currently expected to be in place prior to go-live.

Until HP uCMDB is in place, the commissioning, updating and decommissioning of REM application CIs will be managed through the Change Management Process.

An approach to providing lifecycle management for system components will be reviewed during Service Transition.

17.9 Tools

Remedy CMDB will be used for the management of REM configuration items.

The TfNSW SPOE process will be used for the on-boarding , configuration and mapping of REM configuration items into Remedy during Service Transition.

18. Access Management

18.1 Overview

Access Management is the process responsible for allowing users to make use of the system. Access management helps to protect the confidentiality, integrity and availability of assets by ensuring that only authorised users are able to access the system.

18.2 Process Alignment

REM System access management will align to the following Sydney Trains Information Security Standards related to access management:

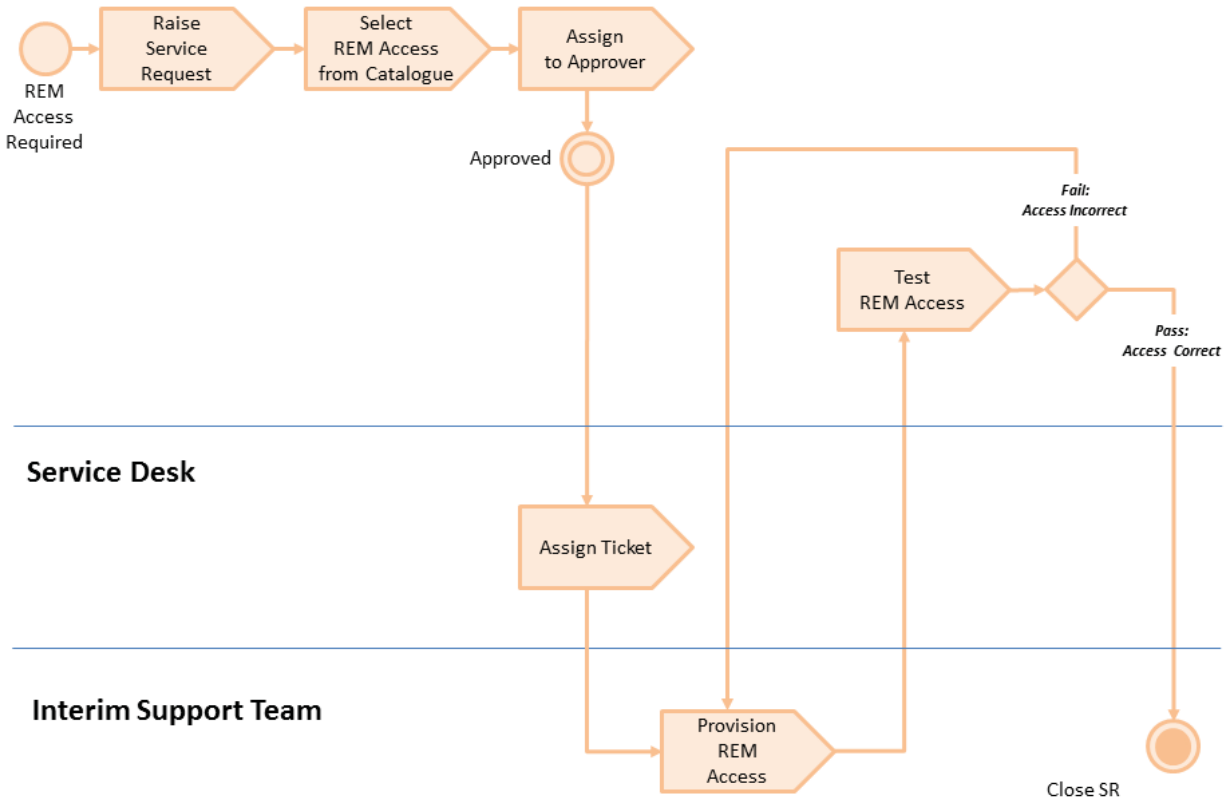
- **Information Security Standard**
 - http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0004/129784/IT-SGD-70127-Information-Security-Standard-V1.0.pdf
- **User Access Standard**
 - http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0015/105621/IT-SGD-70114-User-Access-V2.12.pdf
- **Remote Access Standard**
 - http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0017/105047/IT-SGD-70120-Remote-Access-V1.8.pdf
- **Mobile Computing Standard** (for use of REM Mobile)
 - http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0006/129786/IT-SGD-70129-Mobile-Computing-Standard-V1.0.pdf
- **Access Control: Same Sign-on Standard**
 - http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0018/105048/IT-SGD-70123-Access-Control-Single-SignOn-Same-SignOn-V1.9.pdf
- **Password Standard**
 - http://intranet.sydneytrains.nsw.gov.au/data/assets/pdf_file/0016/124306/IT-SGD-70126-Passwords-V1.1.pdf

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18.1 Process Model

18.1.1 Provisioning REM EMC System Access

Rail Operations Business



18.1.2 Process Dependencies

Process	Relation Description
Request Fulfilment	The service request process will facilitate the provisioning of access to REM users. Access requests raised using MyIT will provide input into the service request process for access request provisioning.
Security Management	Security management will provide the governance standards for access management processes. Requests for REM role profile changes will be managed by the change management process.

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18.1.3 LAN Access Precondition

The Identity and Access Management (“IAM”) tool provides a standardised approach to request LAN access and access to supported applications through a single web-based system. Once an access request has been submitted, the request is automatically referred to the appropriate approving manager for approval and action.

Through IAM, a staff member’s computer network access information is linked to Human Resources information allowing the staff member’s identification to be consistent across the systems supported by IAM.

LAN access and Email for new REM users will be requested and provisioned through the Sydney Trains IAM tool.

Once LAN access has been provisioned for a new user, a Service Request will be raised by the hiring manager in MyIT to request REM access. REM access cannot be provisioned without a LAN account being created for the REM user.

18.1.4 REM Access Requests

Having provisioned a LAN account for a Rail Operations staff member, a Service Request will need to be raised in MyIT to provision REM access for:

- New staff or existing staff requiring access to the REM system for both REM EMC and REM Mobile
- Existing REM system users that require a change to their access privileges for both REM EMC and REM Mobile
- Existing REM users that are to be disabled from accessing the REM system for both REM EMC and REM Mobile

18.1.5 Provisioning REM Mobile Access

The NEC Service Desk will leverage the Mobile Device Management process to deploy the REM Mobile application to devices used by Rail Operations Staff as requested by their hiring or business manager.

18.1.6 Provisioning REM Web Portal Access

The REM Web portal will be available on the Sydney Trains network infrastructure and will be accessible via a ULR link to all Sydney Trains staff who are REM users.

Any staff accessing the REM web portal URL that are not provisioned in REM will be presented with a message advising access is restricted.

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18.2 Roles & Responsibilities

The Sydney Trains Rail Operations hiring manager will be responsible for requesting REM access by raising a Service Request using the MyIT tool.

A Sydney Trains Rail Operations “approving” manager will be required to approve the request in MyIT.

The NEC Service Desk will triage the Service Request and assign it to the Interim Support Level 2 team to fulfil the Service Request.

Interim Support Business Support & Triage team will be responsible for actioning the Service Request to provision REM access as requested. The REM EMC client access will be provisioned through the REM DMC client.

18.3 Provisioning Access for ROC R1 Support Team

The Interim Support Business Support & Triage team will access to the following set of tools and systems to support the REM system and its associated services from within the Sydney Trains network and remotely.

Access	Access Level	Provisioning	Purpose
REM DMC	Administrator access.	To be provisioned during service transition.	Configuration management of the REM system.
MyIT	Support level (fulfiller) access	To be provisioned during service transition.	Fulfil Service requests.
Citrix	User Access.	To be provisioned during service transition	Remote access to Sydney Trains network.
VPN	User Access.	To be provisioned during service transition.	Remote access to Sydney Trains network.
REM Server Infrastructure - Production Servers - Non-Production Servers	Administrator access.	To be provisioned during service transition.	Manage deployment of REM application and associated software services. Access to system logs for daily health checks and incident investigations. Access to file system for job transfers.

18.4 Tools

The MyIT service catalogue and Sydney Trains Intranet Applications Portal will be leveraged for raising service requests for REM user access.

<https://myservices.transport.nsw.gov.au:8443/ux/myitapp/#/catalog/home>

<http://intranet.sydneytrains.nsw.gov.au/applications>

The TfNSW SPOE process will be used for the deploying catalogue items for user access requests in the MyIT Service Catalogue during Service Transition.

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19. Event Management

19.1 Overview

Event Management is the process responsible for managing system generated events throughout their lifecycle.

Monitoring is the repeated observation of a configuration item, system or process to detect events and to ensure the current status is known.

An alert is a notification that a threshold has been reached, something has changed, or a failure has occurred. Alerts are managed by the event management process.

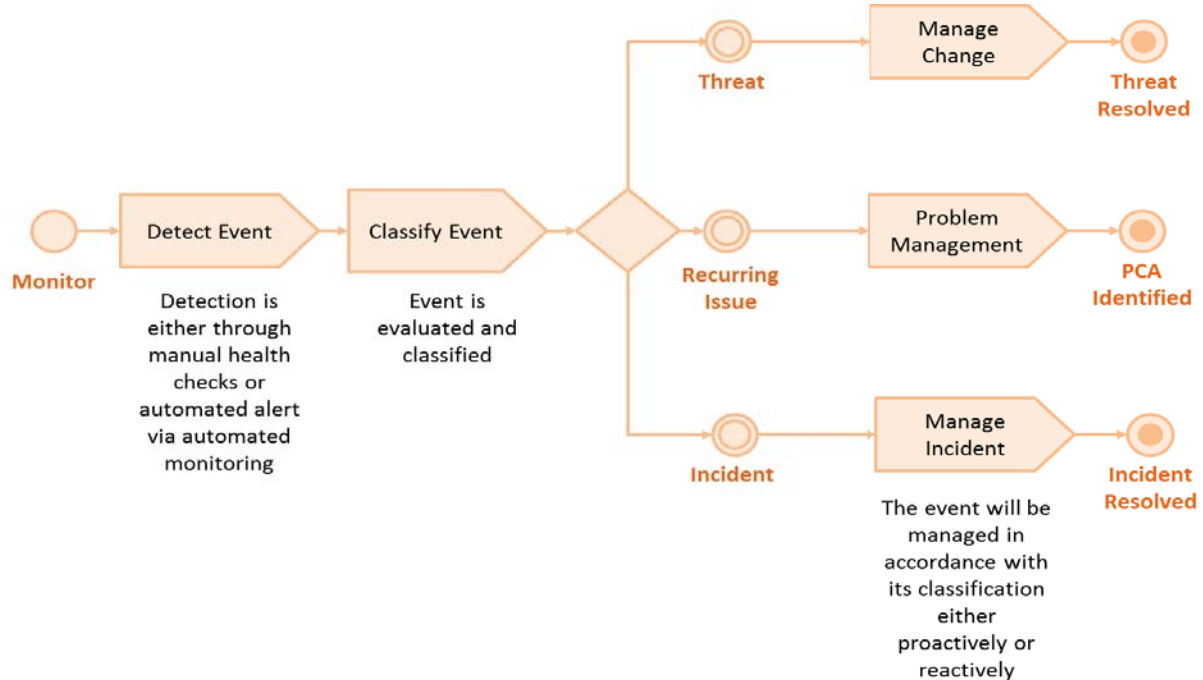
19.2 Process Alignment

Sydney Trains do not have an existing formal process for Event Management

Event Management for ROC R1 system will align to the TfNSW Event Management process:

<http://sps.railcorp.nsw.gov.au/ICT/Projects/ICTERM/Service%20Management/Remedy/Workarea/PDO%20Processes/TfNSW%20Event%20Management%20Process%20v1.0.pdf>

19.3 Process Model



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19.4 Process Dependencies

Process	Relation Description
Major Incident Management and Incident management	An event that has been detected from a monitoring alert following review may require an incident to be raised through the Incident management process.
Problem Management	Monitoring events that identify a reoccurring issue will feed into the Problem Management process.
Change Management	An event that has the potential to reduce the service levels or impact the business can trigger a change to the system to proactively remove the risk of an incident occurring.
Capacity Management	Capacity management reporting can identify a potential to reduce the service levels or impact the business. For example, a gradual upward trend in memory utilisation can forecast a memory threshold level; Or a sudden spike in memory utilisation after a change to the environment can indicate a potential threat to memory resource availability.

19.5 Roles & Responsibilities

The Interim Support Level 2 Support team will be responsible for:

- Monitoring the REM application services log files to identify any errors being reported in log files.
- Configuring the REM application services log files in order to achieve and maintain a reasonable level of log file monitoring.
- Performing daily health checks to ensure REM application services are running and to ensure successful execution of scheduled jobs, file transfers and backups.
- Checking the license renewal calendar to ensure licenses remain current and services do not stop operating due to unexpected expiry of licenses
- Reviewing monthly Service Capacity Management reports to evaluate the utilisation of server component resources being CPU, memory, disk and disk I/O.
- Responding to any events resulting from monitoring activities either reactively as incidents engaging the Incident Management process or proactively where an incident is imminent through the Change Management process.

The Sydney Trains ICC support team will be responsible for monitoring and supporting the TIBCO adaptors delivered by the ROC R1 project team which include REM adaptor, DTDI adaptor and the IIMS adaptor.

TfNSW will be responsible for monitoring the server infrastructure and supporting network and managing the events resulting from monitoring activities.

19.6 Event Triggers

Events will be identified through the following:

- Automated Monitoring tools alerts
- Manual monitoring

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- Daily health checks
- Log file review
- Service Review of TfNSW service provider capacity reports

19.7 System Event Monitoring & Alerting

24x7 monitoring, alerting and reporting of capacity, performance and availability-related events impacting the system will be provided.

19.7.1 Applications and Servers

Scope	Service Monitored	Automatically Monitored	Automatically Alerted	Manually Monitored
REM system log files	<ul style="list-style-type: none"> • REM Application Apache Tomcat • REM Application Notification Module • REM Application Data Integration Module (SIRI) • REM Web Portal Backend and REM Web Portal • REM Message Broker (JMS) • REM Messaging Apache ActiveMQ • REM Alerting Server / REM Alerting Communication Module • REM Data Management Client (DMC) • REM Emergency Management Client (EMC) 	SPLUNK will be set up to automatically monitor the log files of these REM services for specific data and errors.	SPLUNK will be configured to send automated alerts to the REM	Daily health checks should include a review of the log files for these applications to identify any data or messages not monitored by automated services.
Server Capacity	<ul style="list-style-type: none"> • REM Pre-production servers • REM Production Servers <ul style="list-style-type: none"> • CPU • Memory • Disk • Disk I/O 	IBM will utilise IBM Tivoli Unified Process to automatically monitor the server components	Yes	The monthly Server capacity Report produced by IBM will be manually reviewed by the support team
Licenses	Checking the license renewal calendar to ensure software licences and SSL certificates remain current.	No	No	Review of licenses expiration dates will identify pending license renewals

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19.7.2 Data Exchange

Data exchange between upstream and downstream systems will be monitored, and jobs will be restarted upon failure of a data exchange job.

The Sydney Trains ICC support team will be responsible for monitoring and supporting the TIBCO adaptors delivered by the ROC R1 project team which include REM adaptor, DTDI adaptor and the IIMS adaptor.

19.8 Service Monitoring

19.8.1 Monitoring System Log Files

The Interim Support Level 2 Support team will be responsible for monitoring the log files for the following REM application services:

- REM Application Apache Tomcat / REM Application Notification Module / REM Application Data Integration Module (SIRI) / REM Web Portal Backend and REM Web Portal
- REM Message Broker (JMS) / REM Messaging Apache ActiveMQ
- REM Alerting Server / REM Alerting Communication Module
- REM Data Management Client (DMC)
- REM Emergency Management Client (EMC)

19.8.2 Configuring System Log Files

The Interim Support Level 2 Support team will be responsible for configuring the REM application services log files in order to achieve and maintain a reasonable level of log file monitoring. The log file configuration will:

- Store the log files at a specific location. This can be local to the hardware the application is running on or on a separate network file location.
- Trap successful transaction cases and error cases. It is recommended that a high level of logging be configured.
- Manage the file size of the logs so they don't grow to a point where they consume the server disk space. Typically a size limit can be set such as 100MB. Once this threshold is reached the logging is rolled over.

19.8.3 Automated Monitoring

The SPLUNK monitoring tool will be used to monitor the logs of the suite of REM applications

- SPLUNK can be configured with rules to:
 - Look for specific errors of specific files including the REM application services log files
 - Operating System level services that need to be running in order for the REM application services to be live

19.8.4 Daily Health Checks

- Daily health checks will be performed by The Interim Support Level 2 Support team to check that specific services are running at the start of the day's on-site support period. The checks will involve
 - Manual interrogation of system log files to identify any errors being reported

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- Checking for the successful completion of any scheduled automated jobs including scheduled security reporting
- Checking for the successful completion of any scheduled back-up jobs
- Checking for completion of file transfer activities

19.9 Tools

The following tools are being used to monitor for applications services events:

- REM system log files will be monitored by SPLUNK (refer to assumptions)
- Manual monitoring processes will be implemented for daily health checks

20. Service Level Management and Reporting

20.1 Overview

Service Level Management is the process responsible ensuring service level requirements are met. Service Level Reporting monitors and reports on service levels, holds regular service reviews with customers, and identifies required improvements.

20.2 Process Alignment

Sydney Trains do not have an existing formal process for service level management and reporting.

The approach described below will be taken for REM service level management and reporting

20.2.1 Process Dependencies

Process	Relation Description
Incident Management	Information on the resolution of major incidents will provide input to service reviews
Change Management	Information on failed changes will provide input into the Service Review process
Problem Management	Information on status and findings of problem investigations will provide input to Service reviews
Supplier Management	Information from supplier performance reporting will provide inputs to service reviews

20.3 Service Review Meetings

19.3.1 Business Service Review meetings

The Interim Support Service Delivery Manager will establish a monthly REM service review meeting with the business owner and other key stakeholders with the following scope:

- Service performance against SLAs
- Customer feedback
- Opportunities for service improvement
- Service Improvements plans
- Major incidents
- Outstanding Problems
- Forward schedule of change

The Interim Support Service Delivery Manager will establish a reporting format for the meeting during Service Transition.

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20.3.2 Supplier Service Review Meetings

The Interim Support Service Delivery Manager will establish a monthly ROC R1 Service Review meeting with representation from the following:

- TfNSW Service Managers
- Frequentis
- APD portfolio management

The format of the meeting will be as follows:

- Service Performance
- Service Improvement Plans
- Issues

The Interim Support Service Delivery Manager will establish a reporting format for the meeting during Service Transition.

20.4 Roles & Responsibilities

Interim Support Service Delivery Manager will be responsible for:

- Acting as the single point of contact for REM service level management and escalations
- Stakeholder service level management
- Supplier service review (Frequentis)
- Service Reporting

The business owner and key stakeholders will be responsible for identifying opportunities for improving the REM service and advising the Interim Support Service Delivery Manager of any business changes that will impact the REM service.

TfNSW service managers will be responsible for participating in REM service review meetings and identifying opportunities to improve the REM service and implementing service improvement plans

20.5 Tools

Remedy reporting capability will be leveraged to support service level management reporting and service review.

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21. Supplier Performance Management

21.1 Overview

Supplier Management is the process responsible for obtaining value for money from suppliers, ensuring that all contracts and agreements with suppliers support the needs of the business, and that all suppliers meet their contractual commitments.

The performance of all Suppliers involved in the support of the system will be managed to ensure the Customer’s service level requirements are met.

21.2 Process Alignment

Sydney Trains do not have a formal existing process for supplier management.

Supplier Management for the ROC R1 system will align to the TfNSW Supplier Management process

The Supplier Management process to be used for ROC R1 system will ensure that:

- Obligations are understood by all suppliers supporting the ROC R1 service
- Underpinning contracts with suppliers are in place and aligned with SLAs for support of the ROC R1
- OLAs are established where required
- Supplier performance is monitored, reviewed, managed, and improved, where required.
- Key contacts and escalation matrices for Service Providers are maintained and updated

21.2.1 Process Dependencies

Process	Relation Description
Service Level Management & Reporting	Information from service reviews of supplier performance will provide input to service improvements

21.3 Roles & Responsibilities

Responsibilities for the supplier management of the following service providers supporting the ROC R1 service will be as follows:

Service Provider	Responsibility for Supplier Management
TIBCO	Sydney Trains APD
Frequentis	Sydney Trains APD
Ajilon	ROC Program
NEC	TfNSW
IBM	TfNSW NGIS

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UXC	TfNSW NGIS
Fujitsu	TfNSW
Telstra	TfNSW
Oracle	TfNSW
HCL (support of downstream systems)	Sydney Trains APD

21.4 Support Agreements

The following Support Contracts and agreements will need to be in place prior to go-live with the following service providers supporting the ROC R1 service:

Service Provider	Support Agreement
TIBCO	TBA
Frequentis	TBA
Ajilon	TBA
NEC	TBA
IBM	TBA
UXC	TBA
Fujitsu	TBA
Telstra	TBA
Oracle	TBA

21.5 Monitoring of Supplier Performance

Monitoring of supplier performance will be managed through the service level management process described in Section 20.

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21.6 Tools

The TfNSW Ariba system is currently used as the repository for supplier agreements.

Remedy reporting capability will be leveraged to support reviews of supplier performance.

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22. Security Management

22.1 Overview

Security Management is the process responsible for ensuring that the confidentiality, integrity and availability of an organisation's assets, information, data and IT services match the agreed needs of the business.

22.2 Process Alignment

The security design for the ROC R1 system is described in the:

- Technical Infrastructure Design for Release 1 –Pre-PROD/PROD/DR(NGIS)

Security management for the REM system will align to Sydney Trains Security standards.

http://intranet.sydneytrains.nsw.gov.au/_data/assets/pdf_file/0004/129784/IT-SGD-70127-Information-Security-Standard-V1.0.pdf

22.2.1 Process Dependencies

Process	Relation Description
Incident Management	Security related incidents will leverage the incident management process to conduct security investigations
Access Management	Access management is governed by the Sydney Trains Information Security Standard – User Access and password standards
Change Management	Any changes that are made to the REM application without an approved Change request being raised will require a security incident to be raised

22.3 Roles & Responsibilities

The Interim Support Service Delivery Manager will be responsible for ensuring that ST Security standards are complied with by the Interim Support Level 2 Support team for operational activities

The Sydney Trains Security management will provide governance for security standards related to the ROC R1 system

22.4 Security Risk Assessment

The Sydney Trains security standard requires the following to be carried out:

- A security compliance assessment is required to gauge the security standards implemented in the REM application prior to go-live
- A technical security risk assessment of the system will be carried out annually and when major changes take place.

Responsibility for carrying this out needs to be confirmed by the ROC program.

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22.5 Security Incident Management

The Interim Support Level 2 Support team will report any identified or suspected information security events to the NEC Service Desk in accordance with the Sydney Trains Information Security Incident standard.

http://intranet.sydneytrains.nsw.gov.au/_data/assets/pdf_file/0006/133188/IT-SGD-70133-Information-Security-Incident-Management.pdf

Any changes that are made to the REM application without an approved Change request being raised will require a security incident to be raised:

22.6 Log Management

Log management activities carried by the Interim Support Level 2 Support team will align to the ST logging standard:

http://intranet.sydneytrains.nsw.gov.au/_data/assets/pdf_file/0017/105038/IT-SGD-70106-Logging-V1.10.pdf

The following log configuration has been applied to the REM system:

- REM Application, Apache Tomcat and Apache MQ are configured with logs to identify any specific issues with respect to application.
- EMC/DMC logs will be stored on client's desktop or laptop.
- Database is configured with Alert, Archive/Redo logs and trace logs for troubleshooting.
- Audit logs are enabled at operating system and database level as per hardening policies.
- IBM QRadar, SIEM, and Splunk are available –a process needs to be in place as part of operational readiness to ensure the log files are captured from primary servers at regular intervals.
- ActiveMQ Audit logs are stored locally on each MQ OSI
\${ACTIVEMQ_HOME}/data/audit.log (Refer to the TIDD)

22.7 Information Transfer

The extraction and transfer of data to any parties will align to the Sydney Trains Information transfer standard:

http://intranet.sydneytrains.nsw.gov.au/_data/assets/pdf_file/0007/129787/IT-SGD-70130-Information-Transfer-Standard-V1.0.pdf

22.8 Mobile Computing Security

Support of the REM mobile application will align to the ST Mobile computing standard:

http://intranet.sydneytrains.nsw.gov.au/_data/assets/pdf_file/0006/129786/IT-SGD-70129-Mobile-Computing-Standard-V1.0.pdf

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22.9 Security Patch Management

Security patching for the REM application will align to the Transport for NSW Security Patch management standard.

22.10 Session Timeout

No session timeout has been applied to the EMC thick client.

A session timeout of 15 mins has been applied to the web portal thin client.

22.11 Tools

Remedy will be used for the recording of security incidents related to the REM application

TfNSW GovDC program has executive approval to leverage the expertise of Symantec and implement the Symantec Data Centre Security (SDCS) Intrusion Detection/Prevention System (HIDS/HIPS) to identify anomalous behaviour with the REM application.

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23. Service Request Fulfilment

23.1 Overview

Service Request Fulfilment is the process responsible for managing the lifecycle of all service requests.

A service request is a user request for provision of a service such as an access request. Service requests may require a change to be raised to complete the request fulfilment process

23.2 Process Alignment

Service Request for the REM system will align to TfNSW Request Fulfilment Process

<https://confluence.transport.nsw.gov.au/display/SDAT/SWI>

At a high level the main phases in the service request process are as follows:

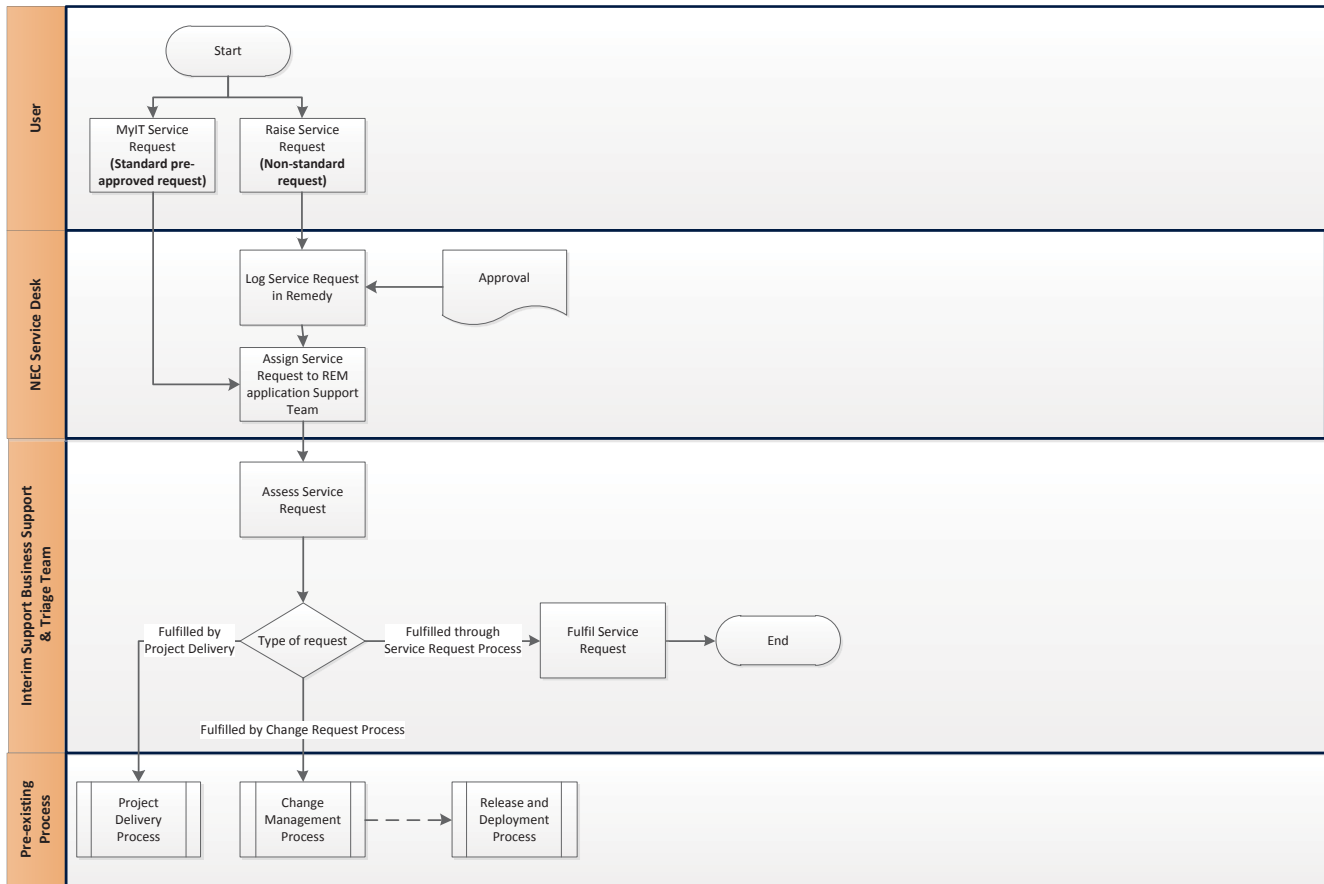
ROC R1 Service Request Process Phases



ROC Release 1 Interim Support – Service Design Package

23.2.1 Process Model

REM Service Request Process



The following request types will be fulfilled through the ROC R1 service request process:

- REM access requests
- Contact Management Requests
- Requests for extension of service hours

The following types of requests may be initiated through the Service Request process but will be fulfilled through the change management/Release management processes:

- REM master data updates requests
- Geography changes
- Fixed assets
- Organisational Re-design
- REM Reference Data /Functionality
- New or changed reports including Security Reports
- New or changed scheduled job

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Technical/Process re-design requests may be initiated through the Service Request process but will be managed as projects through the Release Management process

23.2.2 Process Dependencies

Process	Relation Description
Incident Management	Service requests may be received by the service desk and may be initially handled through the incident management process before being identified as a service request.
	Incidents that are erroneously initiated as service requests must be rerouted to the service desk for appropriate incident handling.
Change Management	RFCs may be needed to complete fulfillment actions for certain types of service requests eg configuration changes, master data changes.
Release and deployment management	The Release and deployment process may be utilized to manage the fulfilment of certain types of service requests eg configuration changes
Service Asset and Configuration Management	CI items may be referenced in Service Requests, where relevant
	Updates to configuration items may be triggered from a service request.

23.3 Roles & Responsibilities

The Interim Support Business Support and Triage/Interim Support Business Support and Triage team will receive requests for users and action requests where possible at first point of engagement

The Interim Support Level 2 Support team will be responsible for fulfilling service requests related to the REM application assigned by the NEC service desk or through triage including:

- REM access requests
- Contact Management Requests
- Non-standard service requests

The Interim Support Level 2 Support team will also be responsible for raising Service Requests through the NEC service desk for services fulfilled by TfNSW service providers.

The NEC service desk will be responsible for logging requests received from Remote REM users and for fulfilling desktop related service requests including:

- Network access and email
- Wifi access
- Remote access
- Citrix access
- Desktop hardware provisioning
- Mobile phone provisioning
- Application packaging and deployment

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Sydney Trains APD will be responsible for fulfilling service requests related to Downstream systems

TfNSW service providers will be responsible for fulfilling service requests relating to, Infrastructure or network including:

- Server provisioning
- Change to backup schedule
- Changes to job scheduling
- Restores
- DR tests
- Capacity Reporting
- Request for additional capacity – storage, CPU, etc

23.4 Service Request Types

Two types of service requests will be applicable to the REM system:

Standard Service Requests – requests that are requested from the MyIT Service Catalogue.

Non-Standard requests – requests that are currently not available through the MyIT Service Catalogue and are requested through the NEC Service Desk

23.4.1 REM Service Catalogue

A service catalogue will be developed in MyIT portal during Service Transition.

23.4.2 REM Non-standard Request process

Non-standard service requests will be requested through the NEC Service Desk

23.5 Service Request Approval

A Service Request approval matrix will be established during Service Transition for both pre-approved service requests and those requiring approval before fulfilment.

23.6 Service Request Fulfilment Targets

The following SLAs will apply to the indicated service requests which are fulfilled through the Service Request process below:

Service Request Type	Category	SLA	Request Process
New User Access Requests (including REM account, authorising role profile) <ul style="list-style-type: none"> • REM EMC (1-10 users)	Access Request	5 days	MyIT Service Catalogue
New User Access Requests <ul style="list-style-type: none"> • REM mobile • Web Portal (1-10 users)	Access Request	5 days	MyIT Service Catalogue
Existing user – additional/changing role	Access Request	5 days	MyIT Service

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profile (1-10 users)			Catalogue
User Deletion Requests (REM access) (1-10 users)	Access Request	5 days	MyIT Service Catalogue
Contact Management requests <ul style="list-style-type: none"> • Changing contact categories • Changing Occupational Groups • Changing Informing Distribution lists (1-10 users)	Contact management	5 days	MyIT Service Catalogue
Extension of Service Hours	Service Hours	1 day	MyIT Service Catalogue

The following types of requests that will be fulfilled through the change management process will not be subject to Request Fulfilment SLAs:

- REM master data updates requests
- Geography changes
- Fixed assets
- Organisational Re-design
- REM Reference Data /Functionality
- New or changed reports
- New or change scheduled job

23.7 Tools

Standard service requests will leverage the MyIT Service Catalogue and Sydney Trains Intranet Applications Portal.

<https://myservices.transport.nsw.gov.au:8443/ux/myitapp/#/catalog/home>

<http://intranet.sydneytrains.nsw.gov.au/applications>

The TfNSW SPOE process will be used for deploying catalogue items for standard Service requests in the MyIT Service Catalogue during Service Transition.

All service requests for REM will be logged in the Remedy ITSM tool.

24. Knowledge Management

24.1 Overview

Knowledge Management is the process responsible for sharing perspectives, ideas, experience and information, and for ensuring that these are available in the right place and at the right time throughout the service lifecycle.

24.2 Process Alignment

Sydney Trains currently store knowledge articles for their business critical applications on Sharepoint and Remedy Knowledge base.

Sydney trains have published a Knowledge Management Policy and high level process with templates for creating both IT and business facing knowledge articles. Knowledge Management for the REM application will be aligned to this policy and process.

TFNSW have enabled Knowledge Management in Remedy but it is only currently available to the NEC Service desk. The use of Remedy knowledge base for REM knowledge management will be investigated during Service Transition.

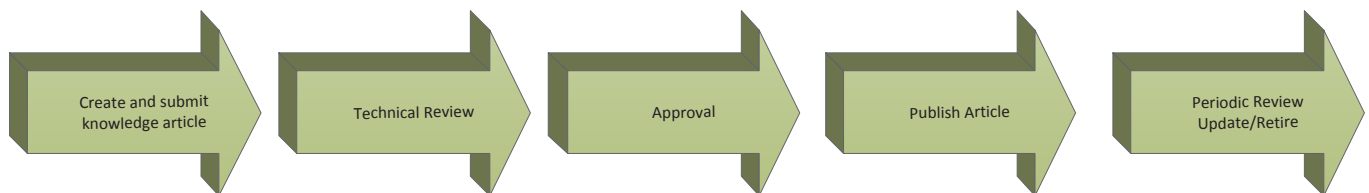
24.2.1 Process Model

The following sources will provide input for the creation of knowledge articles:

- KT from ROC program to operational support
- Resolution of incidents
- Problem investigations
- Known errors and their workarounds
- Change Implementations
- Release deployments
- Procedures and Work instructions for operational activities
- Training documentation
- System Reference architecture documentation

At a high level the following are the main phases in the knowledge management process to be used for ROC R1 Interim Support.

ROC R1 Knowledge Management Process Phases



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24.2.2 Process Dependencies

Process	Relation Description
Incident Management	<ul style="list-style-type: none"> Information from knowledge articles will be used to support the resolution of recurrent incidents
	<ul style="list-style-type: none"> Information from the resolution of incident will provide input to knowledge articles and workarounds for known errors
Problem Management	<ul style="list-style-type: none"> Information from knowledge articles will be used to support the root cause analysis of problems
	<ul style="list-style-type: none"> Information from the root cause analysis of problems will provide input to creating new knowledge articles
Change Management	<ul style="list-style-type: none"> Information from knowledge articles will be used to support the implementation of changes
	<ul style="list-style-type: none"> Information from the implementation of changes will provide input to knowledge articles
Release and Deployment Management	<ul style="list-style-type: none"> Information from knowledge articles will be used to support the implementation of releases
	<ul style="list-style-type: none"> Information from the deployment of releases will provide input to knowledge articles
Request Fulfilment	<ul style="list-style-type: none"> Information from knowledge articles will be used to support the fulfilment of service requests

24.3 Roles & Responsibilities

The Interim Support Service Delivery Manager will be the knowledge manager responsible for the review/approval of knowledge articles for the REM system.

The Sydney Trains APD knowledge manager will be responsible for governance for knowledge management and approving knowledge articles for the REM system.

The Interim Support Level 2 Support team will be responsible for proactively documenting accurate and up-to-date technical and procedural knowledge related to their application support and operational activities and utilising the knowledge base for operational support activities.

ROC program SMEs will be responsible for providing input to the creation of knowledge articles during service transition in readiness for REM system go-live

Sydney Trains APD will be responsible for knowledge management for downstream systems and review and approval of knowledge articles prepared by the Interim Support Level 2 Support team for the REM application.

TfNSW service providers will be responsible for knowledge management for end-user-computing, infrastructure and network related to the REM application.

Training and knowledge transfer will be carried out during service transition to ensure that the Interim Support Level 2 Support team have a thorough understanding of the system that underpins the business processes performed by the users.

24.4 Knowledge Article Categories

The following knowledge article categories will be used for the ROC R1 system:

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- Business knowledge articles
- IT knowledge articles

24.5 Business Application Profile

A Business Application Profile (BAP) will be completed for the REM system as part of the service transition activities prior to go-live.

The profile will be completed using Sydney Trains existing Business Application Profile template and will be stored and maintained Remedy.

The BAP will be updated when any changes take place to the REM application.

24.6 Training and training documentation

24.6.1 Training Plans

Training plans will be developed during Service Transition for the following:

- NEC Service Desk
- Interim Support Team

24.6.2 Training Materials and Operational Documentation

The following training materials will be developed during Service Transition by the Interim Support Team:

- REM system training materials (ROC program)
- Operational Support Plan and Support Model documentation
- Service Desk support scripts
- ROC Program Knowledge Transfer documentation
- Work Instructions
- Operational Processes

24.7 Tools

Remedy Knowledge base will be leveraged for knowledge articles prepared for the REM application.

The following will be established during Service Transition as part of the on-boarding and establishing of a knowledge bank for Remedy:

- Knowledge article templates (will leverage existing ST templates)
- Knowledge categories
- Creation of REM knowledge articles
- Keyword classification

In addition Sydney Trains ROC Program Sharepoint site will be utilised as the repository for reference architecture documentation for the REM system

25. Continual Service Improvement

25.1 Overview

Continual Service Improvement (CSI) ensures that services are aligned with changing business needs by identifying and implement improvements to IT services that support business processes.

CSI will focus on identifying opportunities to improve service effectiveness, process effectiveness and cost effectiveness of the service.

The two main strategies in this stage are to maintain and/or **improve the service levels** and to **lower cost**.

25.2 Process Alignment

Sydney Trains do not have a current formal Continual Service Improvement process. Service Improvement is managed through regular service forums with customers

Continual Service Improvement for ROC R1 system will align to the TfNSW Continual Service Improvement Standard

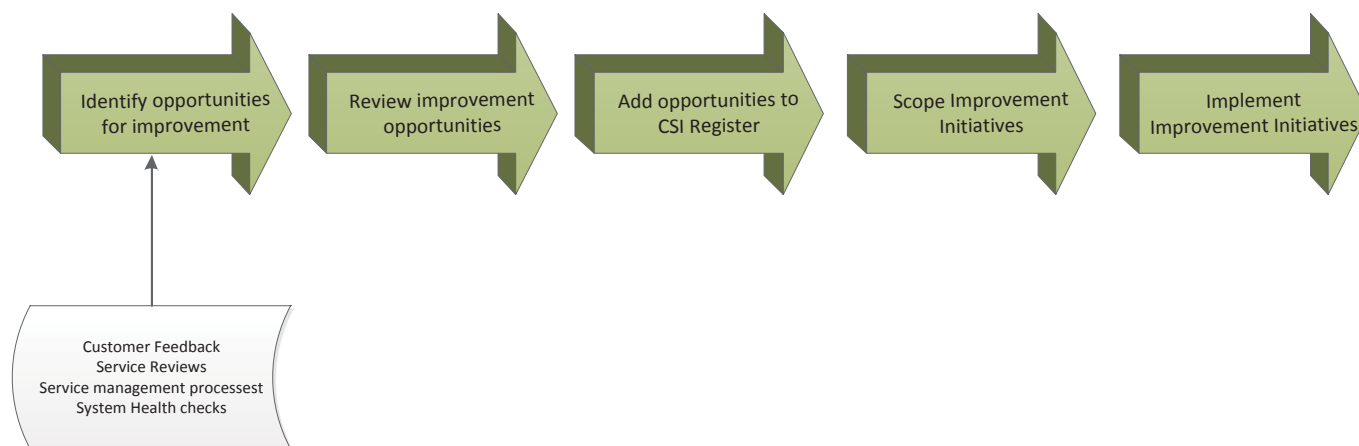
Relevant service, process and technology metrics will be used to provide input to CSI activities.

Service Improvement opportunities and proposed initiatives will be discussed and reviewed during regular Service Review meetings

24.2.1 Process Model

At a high level the main stages in the Continual Service Improvement process are:

ROC R1 Continual Service Improvement Process Phases



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24.2.2 Process Dependencies

Process	Relation Description
All Service Management processes	Service management processes will provide input to identify opportunities for service improvement
Problem Management	Permanent Corrective Actions (PCA) from problem management will provide input to driving service improvements
Service Level Management	Service reviews will provide inputs to identify opportunities for service improvement
	Customer feedback will provide input to identify opportunities for service improvement
	System health checks will be used to identify underperforming or problematic areas of the service requiring improvement

25.3 Roles & Responsibilities

Interim Support Service Delivery Manager will proactively identify opportunities and implement improvements to increase the efficiency and effectiveness of the service.

All Service providers supporting the ROC R1 system will identify opportunities to increase the efficiency and effectiveness of the service.

25.4 Inputs to continual service improvements

The following will provide inputs to the continual service improvement process to drive service improvements:

- Customer Feedback
- Service Reviews
- Service management processes
- System Health checks and monitoring

25.5 CSI Register

A CSI register will be established to record and track all improvement opportunities.

The register will be designed to:

- Capture inputs
- categorise and prioritise opportunities for improvement
- Identify business benefits of implementing improvements
- Develop, manage and track service improvement initiatives

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26. Security Reporting

26.1 Background

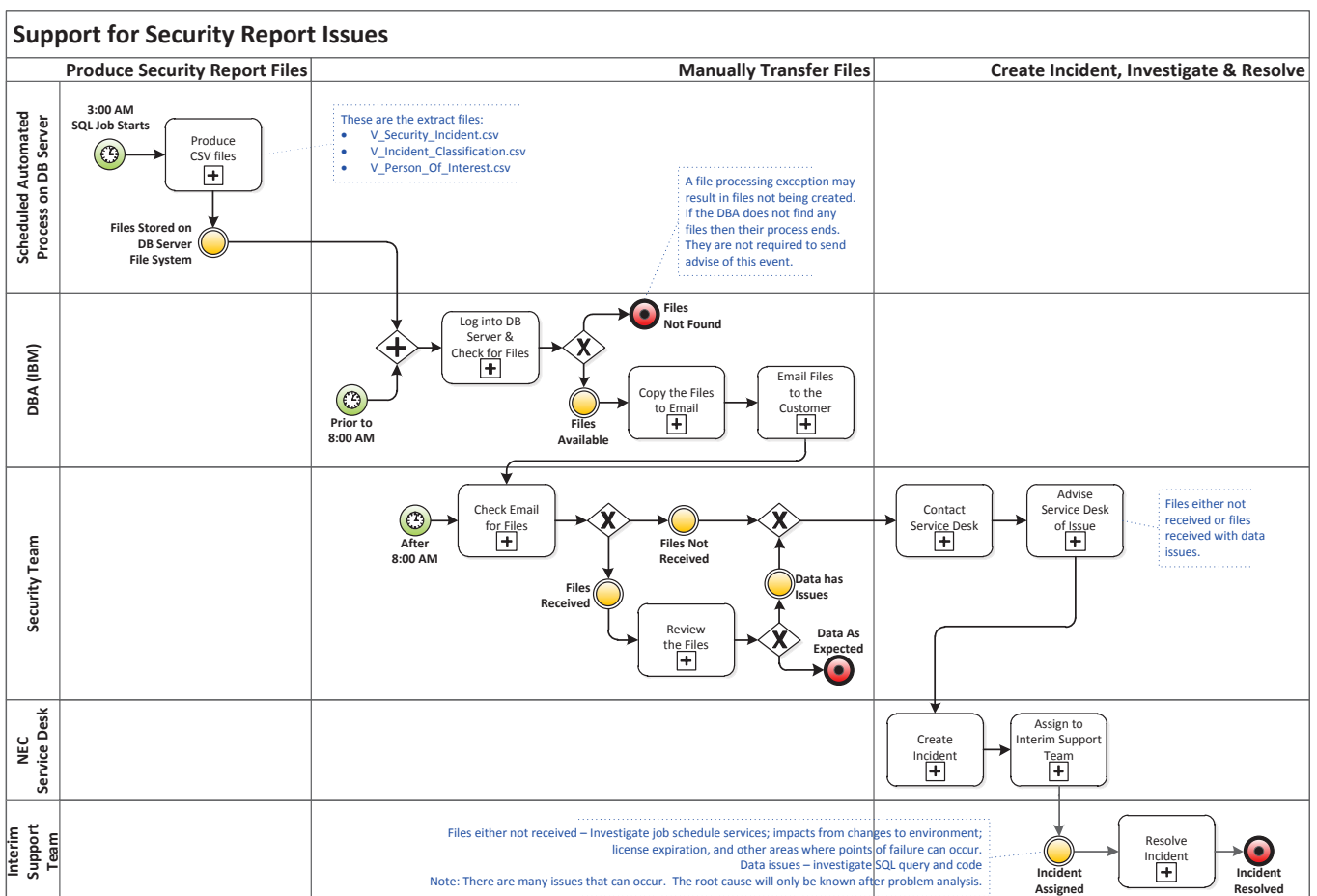
Sydney Trains Security Intelligence currently uses SRS Incident data from the SRS Oracle database to meet a large number of regulatory, compliance and Internal reporting requirements. SRS Incident information is fed into a purpose built access database off which structured and un-structured queries are run to meet reporting needs.

The existing SRS system used by Security for Incident management data capture will be completely replaced by the new Incident Management System, REM, and therefore retired.

A new technical solution for security reporting has been developed by the ROC program. Security reports will be sent by email to the Security Intelligence.

26.2 Support processes

26.2.1 Issue Support

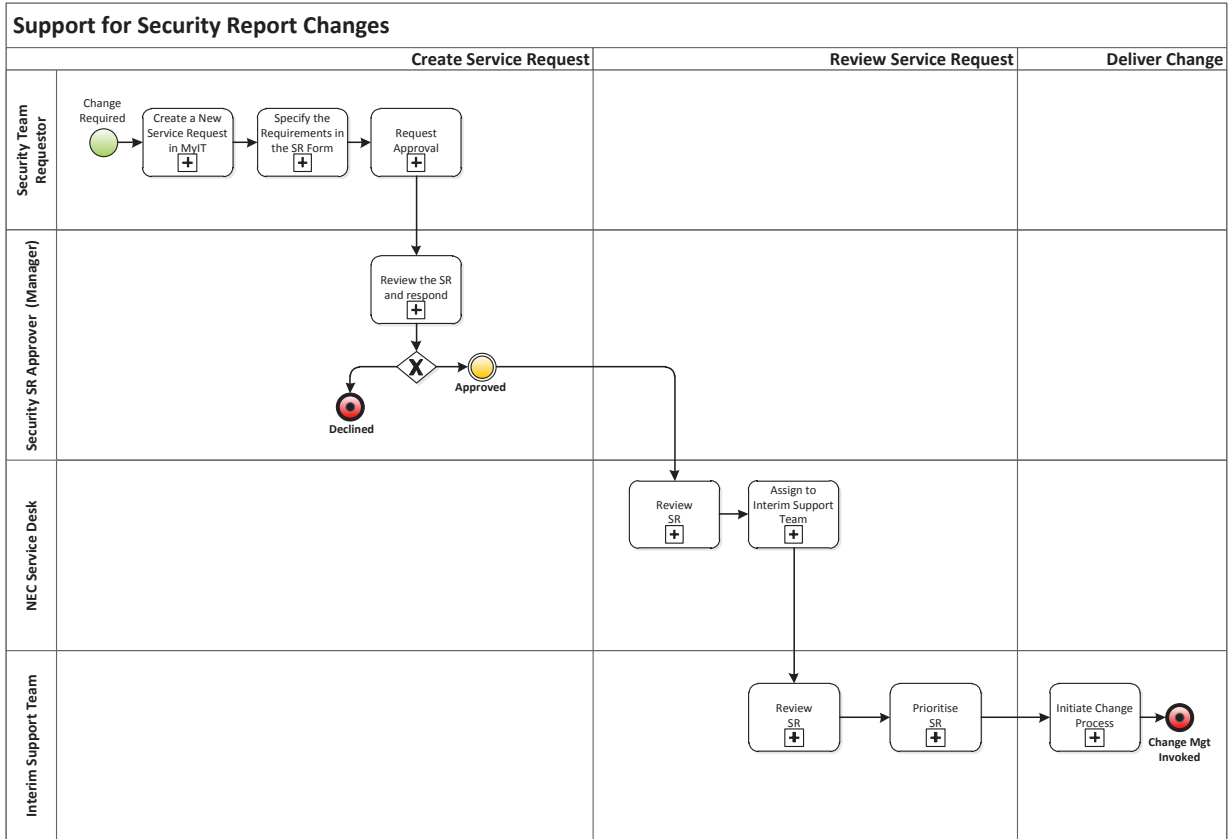


A daily scheduled database job is run which creates file extracts that will be sent by email to the Security Intelligence team.

Any issues that are raised by Security Intelligence after receipt of the Security Report will be investigated by the Interim Support team following the incident management process described in Section 12.

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26.2.2 Change Support



The Security Intelligence team may request changes to the Security Report from time to time. Changes to the Security Report will be initiated through the Service Request process (Section 23) but will be fulfilled by the Interim Support team through the Change Management process (Sections 15).

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27. Gap Analysis

27.1 People

ROC R1 system Components	Support Capability	Gap
Logical		
REM Web Portal	Ajilon	No
REM Mobile Application**	Ajilon	No
REM Web Portal Backend	Ajilon	No
REM Application Apache Tomcat	Ajilon	Yes (27.3.1)
REM Emergency Management Client (EMC)	Ajilon	No
REM Application Notification Module	Ajilon	No
REM Application Data Integration Module (SIRI)	Ajilon	No
REM Message Broker (JMS)	Ajilon	No
REM Messaging Apache ActiveMQ	Ajilon	Yes (27.3.1)
REM Data Management Client (DMC)	Ajilon	No
REM Alerting Communication Module	Ajilon	No
ST Active Directory	NEC/Fujitsu	No
Small World GIS	Sydney Trains IT (APD)	No
TIBCO (including adaptors)	Sydney Trains IT (APD)	No
Interfaces with IIMS and DTDI	Sydney Trains IT (APD)	No
Physical		
REM Application Server	IBM*	No
REM Application (& Shadow) Database	IBM*	No
REM Database Replication (i.e. Oracle Dataguard)	IBM*	No
REM Messaging Servers	IBM*	No
REM Messaging ActiveMQ Database	IBM*	No
REM Alerting Server	IBM*	No
Sydney Trains Email (SMTP) Server	IBM*	No
Telstra SMS Gateway	Telstra	No
Network connectivity between ST locations and NGIS	UXC*	No
Network connectivity between GOVDC and Fujitsu	UXC*	No

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ROC R1 system Components	Support Capability	Gap
Load Balancer Server	Fujitsu*	No
Firewalls	Fujitsu & UXC*	No
Disaster Recovery Facility	IBM*	No

*Assumed support from TfNSW service provider to be confirmed with TfNSW. Any support services not available through IBM and UXC will be provisioned through a collaboration of NGIS and TfNSW Service Delivery leveraging existing support processes

There is a current gap for responsibility for mobile device management and deployment of REM mobile application which will need to be resolved during Service Transition.

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27.2 Processes

Service Management Process	Sydney Trains Current State	Gaps	ROC R1 Interim Support Process Alignment	ST process is fit for purpose for ROC R1 Interim Support	Tools for ROC R1 Interim Support
Incident Management and Major Incident Management	<ul style="list-style-type: none"> • No current APD Incident & MIM process <ul style="list-style-type: none"> ➢ APD align to TfNSW Incident Management process ➢ APD align to TfNSW Major Incident Management process • Supplier SLAs • For all P1 & P2 incidents <ul style="list-style-type: none"> ➢ Problem records (RCAs) ➢ Major incident business communications ➢ Major incident IT communications 	Customer SLAs not used for incident management	TfNSW	Yes	Remedy
Service Request Fulfilment	<ul style="list-style-type: none"> • No current APD Service Request Fulfilment process <ul style="list-style-type: none"> ➢ APD aligns to TfNSW Service Request process <ul style="list-style-type: none"> ▪ Mainly used for access management • MyIT Service Catalogue • No customer SLAs in place 	Application access request process not standardised through MyIT portal No customer SLAs in place	TfNSW	Yes	MyIT / Remedy

ROC Release 1 Interim Support – Service Design Package

Service Management Process	Sydney Trains Current State	Gaps	ROC R1 Interim Support Process Alignment	ST process is fit for purpose for ROC R1 Interim Support	Tools for ROC R1 Interim Support
Problem Management	<ul style="list-style-type: none"> • APD Problem Management policy and high level process <ul style="list-style-type: none"> ➢ APD align to TfNSW Problem Management process <ul style="list-style-type: none"> ▪ All P1 & P2 incidents ▪ TfNSW RCA template used ➢ Draft RCA report target of 5 working days ➢ Fortnightly Problem Management meetings ➢ Ad-hoc Problem status updates with the business ➢ Problem tickets raised in Jira 	Problem Management not currently available in Remedy to service providers outside NEC Service Desk	TfNSW	Yes	Jira
Change Management	<ul style="list-style-type: none"> • APD Change Management process • Business notification through existing change management process • USD used for change management 	Change Management not currently available in Remedy to service providers outside NEC Service Desk	ST	Yes	USD
Release & Deployment Management	<ul style="list-style-type: none"> • APD Release & Deployment process • 3 scheduled release cycles per year more than 3 months apart • USD used for associated changes 	Not currently available in Remedy	ST	Yes	USD

ROC Release 1 Interim Support – Service Design Package

Service Management Process	Sydney Trains Current State	Gaps	ROC R1 Interim Support Process Alignment	ST process is fit for purpose for ROC R1 Interim Support	Tools for ROC R1 Interim Support
Knowledge Management	<ul style="list-style-type: none"> • APD Knowledge Management policy and high level process • SharePoint and Remedy used for Knowledge Articles • Knowledge management was made available to ST in Remedy on 5/10/16 	Tenancy model may be an issue for Ajilon to use Remedy Knowledge base	ST	Yes	MyIT / Remedy
Event Management	<ul style="list-style-type: none"> • No current APD Event Management process <ul style="list-style-type: none"> ➤ APD broadly aligns to TfNSW Event Management Standard for: <ul style="list-style-type: none"> ▪ 24x7 monitoring of server capacity and performance reporting ▪ Automated monitoring and alerting ▪ TIBCO monitoring and automated alerting in place for TIBCO messaging services ▪ Daily health checks for existing systems 	Need to confirm with IBM that an initial assessment of event alerts will be made before ticket logging Alignment to current TfNSW Event Management Process will be required for ROC R1	TfNSW	No	Monitoring tools / Remedy (for event logging)

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Service Management Process	Sydney Trains Current State	Gaps	ROC R1 Interim Support Process Alignment	ST process is fit for purpose for ROC R1 Interim Support	Tools for ROC R1 Interim Support
	<ul style="list-style-type: none"> ▪ Review of log files carried out 				
Demand & Capacity Management	<ul style="list-style-type: none"> • APD Capacity Management Policy • TfNSW Incident Management process managing business reported capacity issues • Quarterly capacity forecasts • Supplier capacity management plan • Monthly Supplier capacity reporting 	<p>Provisioning of Capacity Management Plan from IBM will have to be confirmed</p> <p>Alignment to current TfNSW Capacity Management Process will be required for ROC R1</p>	TfNSW	No	Monitoring tools
Availability Management	<ul style="list-style-type: none"> • No current APD Availability Management Process • 99.5% system availability for business critical systems • APD compile weekly uptime report to track system availability • TfNSW Major Incident Management process provides: <ul style="list-style-type: none"> ➢ Business notification on availability related incidents ➢ MAO managed against defined targets 	Sydney Trains and TfNSW do not have an existing formal process for Availability Management	Covered by Service Design	No	n/a
Service Asset & Configuration Management	<ul style="list-style-type: none"> • No current APD Configuration Management process 	GOVDC hosted CIs will need to use Remedy for configuration management	TfNSW	No	Remedy CMDB

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Service Management Process	Sydney Trains Current State	Gaps	ROC R1 Interim Support Process Alignment	ST process is fit for purpose for ROC R1 Interim Support	Tools for ROC R1 Interim Support
	<ul style="list-style-type: none"> ➤ CI configuration and mapping ➤ CI Updates managed by Change Management process 				
IT Service Continuity Management	<ul style="list-style-type: none"> • Railcorp ICT System Tiering standard <ul style="list-style-type: none"> ➤ RTO of 4-24 hours ➤ RPO of zero data loss • Produce a Business Impact Analysis • DR plan • Review DR plans on an annual basis 	IT Service Continuity Plan and associated DR plans for REM will need to be developed by ROC program	TfNSW	No	n/a
Access Management	<ul style="list-style-type: none"> • APD security standards used for Access Management • Access request provisioned through TfNSW Service Request process & MyIT Service Catalogue • NEC Service Desk managed access requests fulfilled against 5 day SLA target • APD managed access requests fulfilled on a case by case basis (No SLA) • Utilise IAM tool for identity and access management (mainly LAN access and some applications) 	REM authentication via LDAP. IAM tool will not be used for access management for REM Application access request process not standardised through MyIT portal No Customer SLAs for Service Requests	ST	No	ST AD

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Service Management Process	Sydney Trains Current State	Gaps	ROC R1 Interim Support Process Alignment	ST process is fit for purpose for ROC R1 Interim Support	Tools for ROC R1 Interim Support
Security Management	<ul style="list-style-type: none"> APD Information Security Standards 	None	ST	Yes	AD
Service Level Management & Reporting	<ul style="list-style-type: none"> No current APD Service level Management and Reporting process <ul style="list-style-type: none"> Ad-hoc service review meetings with the business for critical business systems mainly incident driven Business Application Profile defines escalation process No customer SLAs 	No customer SLAs No formal scheduled service review meetings with the business	ST	No	Remedy (reporting)
Supplier Performance Management	<ul style="list-style-type: none"> No current APD Supplier Performance management process <ul style="list-style-type: none"> Performance assessed against Supplier SLAs Ad-hoc or monthly performance review meetings dependant on supplier 	No formal scheduled service review meetings with the business	ST	No	Remedy (reporting)
Continual Service Improvement	<ul style="list-style-type: none"> No current APD process <ul style="list-style-type: none"> Service improvement forms part of BAU operational activities 	No current capture process for service improvement opportunities	TfNSW	No	CSI register

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27.3 Technology

ROC R1 system Components	Reference Architecture	Gap
Logical		
REM Web Portal	Technical Reference Architecture	No
REM Mobile Application	Technical Reference Architecture	No
REM Web Portal Backend	Technical Reference Architecture	No
REM Application Apache Tomcat	No current RA	Yes
REM Emergency Management Client (EMC)	Technical Reference Architecture	No
REM Application Notification Module	Technical Reference Architecture	No
REM Application Data Integration Module (SIRI)	Technical Reference Architecture	No
REM Message Broker (JMS)	Technical Reference Architecture	No
REM Messaging Apache ActiveMQ	No current RA	Yes
REM Data Management Client (DMC)	Technical Reference Architecture	No
REM Alerting Communication Module	Technical Reference Architecture	No
Active Directory Rail	Technical Reference Architecture	No
Small World GIS	Technical Reference Architecture	No
TIBCO (including adaptors)	Technical Reference Architecture	No
Interfaces with IIMS and DTDI	Technical Reference	No

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ROC R1 system Components	Reference Architecture	Gap
	Architecture	
Physical		
REM Application Server	Technical Infrastructure Design	No
REM Application (& Shadow) Database	Technical Infrastructure Design	No
REM Database Replication (i.e. Oracle Dataguard)	Technical Infrastructure Design	No
REM Messaging Servers	Technical Infrastructure Design	No
REM Messaging ActiveMQ Database	Technical Infrastructure Design	No
REM Alerting Server	Technical Infrastructure Design	No
Sydney Trains Email (SMTP) Server	Technical Infrastructure Design	No
Telstra SMS Gateway	Technical Infrastructure Design	No
Network connectivity between ST locations and NGIS	Technical Infrastructure Design	No
Network connectivity between GOVDC and Fujitsu	Technical Infrastructure Design	No
Load Balancer Server	Technical Infrastructure Design	No
Firewalls	Technical Infrastructure Design	No
Disaster Recovery Facility	TBA	TBA

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27.3.1 Apache Tomcat and Active MQ Gap

Position statement to resolve gap with respect to Service Design summarised below:

Situation	Complication	Resolution
<ul style="list-style-type: none"> There are missing Technical Reference Architecture (TRA) for the application platforms that underpin the REM COTS product. The application platforms have not been designed and built to meet the Release 1 Non Functional Requirements 	<ul style="list-style-type: none"> The Release 1 Service Design and Operations System Support team expect appropriately built platforms and handover documentation to be able to meet their support SLAs Release 2 APIS COTS product required Technical Reference Architecture for new platforms as well 	<ul style="list-style-type: none"> Discuss the resource requirements to create the ROC TRA for each COTS product platform that is new to Sydney Trains Hire / Allocate resource and schedule the design and build of the platform TRA to meet the ROC NFRs for each platform Ajilon will take on the responsibility for Apache Tomcat and Active MQ support

28. Support Contacts and Escalation Matrix

A support contacts and escalation matrix will be established for ROC Release 1 Interim Support during Service Transition

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29. Key Stakeholders and Responsibilities

29.1 Sydney Trains ROC Team

Resource(s)	Role	Responsibilities on this project
Conrad Kerin	R1 Project Manager (Ajilon)	ROC Release 1 Vendor Project Manager
Deepali Mistry	Business Analyst	Business Requirements
Andrew Powell	Solution Architect	ROC Release 1 Technical Solution
Charlie Wahhab	Project Manager	ROC Release 1 Technology Project Manager
Shannon Davis	Infrastructure Architect	ROC Release 1 Infrastructure Solution
TBA	Business Continuity Manager	ROC Release 1 Business Continuity Plan
Jeremy Dirrmann	Operational Readiness & Implementation Manager	ROC Release 1 Operational Readiness
Debbie Shaw	ROC Technology Environment Manager	ROC Release 1 Manager
Angela Birchall	Project Manager, Frequentis	Responsible for Frequentis REM delivery
Steve Keenaghan	Systems Integrator Lead	Responsible for Ajilon delivery

29.2 Service Owners

This section includes known stakeholders from APD Sydney Trains and TfNSW business units who are responsible for managing the level 1 and 3 support teams:

Resource(s)	Role / Unit	Responsibilities on this project
Stuart Gilbert	Interim Support Service Delivery Manager, Ajilon	Responsible for ROC R1 application support Producer of the ROC R1 Integrated Support Service Level Requirements and Service Design Package
Peter Savage	Portfolio Manager, Sydney Trains, ICC	Responsible for TIBCO support Reviewer of the Service Level Requirements Reviewer of the Service Design Package
Sukanya Young	Portfolio Manager, Sydney Trains, APD	Responsible for IIMS and DTDI support Reviewer of the Service Level Requirements Reviewer of the Service Design Package
Carl Morton	Principal Manager, End	Responsible for Help Desk and Active Directory

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Resource(s)	Role / Unit	Responsibilities on this project
	User Services, TfNSW	Support Provide information input to Service Level Requirements and Service Design Package
Chris Vaz	Principal Manager, Data Centre Services, TfNSW	Responsible for Infrastructure and Database Support Provide information input to Service Level Requirements and Service Design Package
Craig Griffiths	Principal Manager, Network Services, TfNSW	Responsible for Network Support Provide information input to Service Level Requirements and Service Design Package
Angela Birchall / Bjoern Brunner	Project Manager, Frequentis	Responsible for Frequentis REM Product Support Reviewer of the Service Level Requirements Reviewer of the Service Design Package

29.3 Process Owners

This section includes known stakeholders from APD and Sydney Trains business units who are responsible for managing the IT service management processes.

Resource(s)	Role / Unit	Responsibilities on this project
Carl Hill	Portfolio Manager, Sydney Trains, APD	Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Adrian Tse	Configuration Manager, Sydney Trains, APD	Responsible for Asset & Configuration Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Soon Chia	Portfolio Manager, Sydney Trains, APD	Responsible for the IT Service Continuity Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Richard Challinor	Release Manager, Sydney Trains, APD	Responsible for Release & Deployment process (releases up to/including SIT) Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Stephen Kacprzak	Enterprise Release Manager, Sydney Trains, APD	Responsible for Enterprise Release & Deployment process (release process from UAT into production)

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Resource(s)	Role / Unit	Responsibilities on this project
		Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Marta Rusin	Change Management Specialist, Sydney Trains, APD	Responsible for Change Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Vicki Presland	Support Officer, Sydney Trains, APD	Responsible for Incident, Request Fulfilment, Event Management and Problem Management processes Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Phil Kennedy	Senior Portfolio Delivery Specialist, Sydney Trains, APD	Responsible for Incident, Request Fulfilment, Event Management and Problem Management processes Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Atul Kundra	Environment Manager, Sydney Trains, APD	Responsible for Demand & Capacity Management processes Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Andrien Lee	Technical Support Team Leader, Sydney Trains, APD	Responsible for Availability Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Nallanathan Gobhidharan	Security & Compliance Specialist, Sydney Trains, APD	Responsible for Security Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Qingfeng Zhang	Senior Authentication Specialist, Sydney Trains, APD	Responsible for Access Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package
Jim Smith	Senior Business Systems Analyst, Sydney Trains, APD	Responsible for Access Management process Reviewer of the ROC R1 Integrated Support Service Level Requirements Reviewer of the Service Design Package

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29.4 Business Owners

This section includes known stakeholders from Sydney Trains business units.

Resource(s)	Role / Unit	Responsibilities on this project
Stuart Middleton	GM Network Operations	REM Business Owner

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30. Product Licencing

The following is a summary of the licencing model for the licenced components of the ROC R1 system.

30.1 Usage

It is expected that normal usage of the system will grow as follows by 2018:

Metric description	Metric estimate
Registered users for REM	2000
Concurrent users for REM	900 (200 EMC, 500 Web Portal, 200 Mobile)
Events sent downstream (via ActiveMQ)	2400pd in normal scenarios, 2400ph in peak scenarios

30.2 Licence Model

Product	Vendor	Version ²	Licence model
REM EMC	Frequentis	4.8 (2016.2)	Dependent on modules, interfaces, servers & users
REM DMC	Frequentis	4.8 (2016.2)	
REM Web Portal Silverlight browser Plugin	Frequentis	4.8 (2016.2)	
Mobile/iPad app connectivity	Frequentis	2.0 (2016.2)	Per device
Tomcat – App & Alert Servers	Apache	7.0.54 or Higher	Open source
Java - App, Alert & MQ Servers	Oracle	JDK 1.8.0_45	Open source
Active MQ	Apache	5.8.0	Open source
Oracle Database	Oracle	11Gr2 Enterprise	TfNSW Enterprise (per core)
Linux	Oracle	6.6	TfNSW Enterprise
RHEL – App, Alert & MQ Servers	Red Hat	6.7	TfNSW Enterprise
Enterprise Manager	Oracle	11.2.0.4	TfNSW Enterprise (per core)
Real Application Cluster	Oracle	n/a	TfNSW Enterprise (per core)
Active Dataguard	Oracle	11.2.0.4	TfNSW Enterprise (per core)
TIBCO BW	TIBCO Software	5.12	Sydney Trains (existing)
TIBCO EMS	TIBCO Software	8.2	Sydney Trains (existing)
SharePoint	Microsoft	?	TfNSW Enterprise (per core)
Documentum	EMC	?	?
SMS Gateway	Telstra	Hosted externally	Pay by message

¹ Licencing arrangements for hardware, Fujitsu/IBM and integrated downstream systems are not covered in the above

² Anticipated at 10 Dec 16

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31. Service Acceptance Criteria

A SAC checklist will be built during Service Transition based on the reference criteria below. The checklist will be used to confirm the acceptance of the ROC R1 service into production during the pre go-live Operational Readiness assessment. In addition Sydney Trains require completion of the Production Handover Checklist (See Appendix 3) to receive the ROC R1 service into their application portfolio.

Item #	Criteria	Phase/Milestone expected Completion	Evidence Expected.
1	Have the Scope, Go-Live date and the Warranty period been agreed with all concerned parties and aligned to the Enterprise Release schedule? (ie Business Sponsor, Business Owner, Service Owner)	End of Planning	Signed off PMP
2	Has this Acceptance Criteria been agreed by all concerned parties?	End of Planning	Signed off SAC
3	Has the project plan, including staffing requirements and deployment schedule been documented, agreed and distributed to all stakeholders?	End of Planning	Baselined Project Plan and PMP
4	Have all the ongoing support and maintenance costs been identified, approved and added to appropriate budget forecasts (including licence maintenance, staff/headcount costs, 3 rd party maintenance costs and cost to upgrade within the designated period if a licenced product)	End of Planning	Business Case, Budgets
5	Have all contracts been through appropriate procurement guidelines and signed off by the Business Owner and Service Owner to ensure they meet the agreed scope and service requirements?	End of Planning	Contracts
6	Has the Business Case been approved	End of Planning	Signed Business Case
7	Has the Testing Strategy been documented and all Test Plans been completed successfully and met the exit criteria?	End of planning for Test Strategy, end of UAT for others	Test Strategy document, Test cases, Test Summary Certificate
8	Have all requirements been documented and signed of by all concerned parties?	End of Design	BRS, SLR, DBRS, Non Functional Requirements
9	Has the SLA/SLR been reviewed, revised and agreed with all concerned parties, including underpinning contract with Vendors?	End of Design	Signed of SLR and Signed SLA's within the Underpinning contracts
10	Can all components of the SLA's be measured and reported on, including transaction performance measures?	End of Design	TAD / SAD includes design for being able to measure
11	Has the support model been documented, agreed and funded, including technical teams, application support teams and business support teams?	End of Design	Support Model document and Business Case
12	Has the technical solution been documented and signed off by all concerned parties, including the ADRB (if required)	End of Design	SAD, TAD
13	Has all details of the service, include stakeholders, SLA's, CI's, incident and problem categories etc been entered into the ITSM Tool (Remedy or USD)	End of Build	ITSM shows items

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14	Have all Risks been documented and mitigation activities actioned and completed?	End of Build	Risk Register
15	Has all technical documentation been completed and handed to the Service Owner for distribution to relevant support teams and upload to standard documentation store (this includes TAD, SAD, functional specification, Database specification, Interface Contracts, User Manuals, Support Manuals, Administration Guides etc)	End of Build	Documentation as listed
16	Have all DR and Business Continuity Plans been documented and tested?	End of SIT	DR and BCP Documents + Test results
17	Have all operational processes been documented, agreed and tested (including backup/recovery, housekeeping, archiving)	End of SIT	BAP, SAD, Test Plan / Results
18	Have all Batch jobs been documented, agreed and tested?	End of SIT	BAP, SAD, Test Plan / Results
19	Have all users, including support users and generic account requirements, been identified and accounts created?	End of UAT	Verification from Business Owner/Portfolio Lead
20	Have all users and support staff been trained and any user documentation been accepted and supplied to all users?	End of UAT	Verification from Business Owner
21	Have the planned maintenance activities, including periodical upgrades, been added to the enterprise release schedule for the planned future?	End of Testing	Items show in Enterprise Release Plan
22	Has the Business managers signed off acceptance of the new service?	End of Early Life Support / Warranty	Verification from Business Owner

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32. Service Transition Activities and Deliverables

The following is a summary of the key activities and deliverables that will be delivered during the Service Transition stage to implement and deploy the ROC R1 Interim Support by go-live based on the Service Design and Service Level Requirements.

Activities and Deliverables	
Service Transition Work Package	
	Package Preparation & Presentation
	Transition Plan Schedule
Operational Support Plan	
	Detailed Support Model
	Support Roles and Responsibilities
	Support & Escalation Contact Matrix
	Core ITSM processes workflows
	Business Support & Triage Process
	Incident
	Service Request
	SLA matrix
Resourcing Plan	
	Resource Profile
	Team Roster template
Operational Support Documentation	
	Operational Documents
	Known errors list and workarounds
	Service Desk support scripts
	Go-live Knowledge Articles (build as required)
	Business Application Profile
	System Administration Process
	Apache Tomcat and Active MQ support Process
	Application Maintenance procedures for Tomcat & MQ
	Database maintenance procedures for Oracle DB
	Work Instructions
	Daily Health Check
	Application patching processes (including mobile)
	Application Event Monitoring
	Application failover procedures
	Log Management procedures
	Licenses & certificate Management processes
	Service Capacity Management Report review process
	Security Report Support process

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Service Request Processes
User access requests
Contact Management requests
Master data config changes
Extension of business hours support
Operational Support Training
Knowledge Transfer – on the job training
Training Plan & Schedule
Produce Training Materials
System Overview (may leverage existing program training and materials)
Support Model & Operational Processes
Customer Engagement
Remedy, Jira, USD training (may leverage existing TfNSW training and materials)
Conduct Training Sessions
L0/2 Support
Frequentis Certified System Admin Training
Service Desk Training (Support Model & Call scripts)
Service On-boarding
Automated Log file monitoring setup (including SPLUNK)
Inputs to TfNSW Service Transition SPOE process
Remedy (Incident & Service Request, Service Asset & Configuration, Knowledge)
Configuration inputs
Categories
Support user access matrix
CI import, configuration & Mapping
Knowledge Article configuration
Resolver Groups
MyIT catalogue items – configuration Service requests
USD (Change)
Configuration inputs
Approval Groups
Support user access matrix
Jira (Problem)
Configuration inputs
Categories
Support user access matrix
Pre Go-Live Support Scenario Testing
Incident test Scenarios (including test scripts and tests)
Major Incident
2 end-to-end tests including test scripts and execution
Minor Incidents

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2 end-to-end tests
Service Request test Scenarios
2 examples of user access requests including test scripts and execution
2 examples Master Data Configuration change including test scripts and execution
Service Request to TfNSW providers/SPOE engagement process
DR testing
Pre-go live DR test participation
Service Acceptance & Go-Live
SAC checklist
Go-Live change management
SAC sign-off
Input to Operational Readiness sign-off

*Does not include activities carried out by TfNSW for service on-boarding

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33. Risks and Issues

33.1 Risks

Ref #	Risk Description	Causes	Likelihood	Consequence	Mitigation
1	Sydney Trains may endure a number of planned and unplanned outages to the REM system during the NGIS transition process.	NGIS transition	High	High	Take appropriate precautions when planning the move to the new GOVDC, and also ensure that the best level of support is provided if unplanned outages do occur.
2	ROC R1 system infrastructure is not in place in GOVDCs by go-live	Delays in NGIS transition	High	High	Service Transition will need to provision for hosting in Fujitsu data centres
3	Non-alignment to existing support environment and processes	Lack of formal documented processes	High	Medium	Engage with key stakeholders in ROC, Sydney Trains and TfNSW early and regularly during the service design and transition stages.
4	Core ITSM processes not in place in Remedy by go-live	Delay in process on-boarding to Remedy	High	Medium	Service Design will provision for use of legacy toolset to deliver core processes not on-boarded to Remedy
5	Configuration of ITSM processes in Remedy is not optimised for effective service management for ROC R1 system	Basic out-of-the-box design of Remedy	High	High	Engage with key stakeholders in ROC, Sydney Trains and TfNSW early and regularly during the service design and transition stages.
6	Support capability with TfNSW NGIS service providers for Infrastructure and network is not fully in place by go-live	Delay in on-boarding of supported services with TfNSW service providers	Medium	Medium	Any support services not available through IBM will be provisioned through a collaboration between NGIS and TfNSW Service Delivery leveraging existing support processes

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33.2 Issues

Ref #	Issue Description	Assigned To	Target Resolution Date
1	No current support capability for Apache Tomcat and Active MQ	Stuart Gilbert	Ajilon will take on support responsibility for Apache Tomcat and Active MQ

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34. Assumptions, Constraints and Dependencies

34.1 Assumptions

Ref #	Assumption	Impact (if not true)
1	Installation of REM system into NGIS hosting environment will be complete prior to go-live	Delay to go-live of ROC R1
2	TfNSW and ST ITSM processes will be leveraged and are fit-for-purpose	Any process gaps will be addressed by Ajilon in the Service Design
3	Ajilon will provide support for Apache Tomcat and ActiveMQ	Ajilon resourcing will need to be in place by go-live
4	Support capability with TfNSW service providers for Infrastructure and network services will be in place by go-live	Support will need to be secured from Fujitsu
5	Change and Problem Management may not be available through Remedy by Go-Live	Other existing toolsets may need to be used for some processes
6	All Service Providers will meet TfNSW service level agreement targets for Incident Management	Service to the customer will be degraded
7	Workstation desk space is available for on-site business support and triage resources	Business support and triage would be provisioned offsite
8	Mobile device application deployment is provisioned via a Mobile Device Management system provided by NEC	Existing Fujitsu Mobile Device Management tool will need to be leveraged
9	Application packaging is managed/delivered by NEC	The existing process will be leveraged using Fujitsu
10	Sydney Trains / TfNSW will provide Support Groups with the required privileges to perform their functions.	Ability to support the system will be compromised and service quality will be impacted
11	The SPLUNK monitoring tool will be available to the Interim Support Level 2 Support team to monitor the logs of the suite of REM applications	A manual monitoring process will be used

34.2 Constraints

Ref #	Constraint	Validated By
1	ROC R1 go-live is 10 December 2016	ROC Steerco
2	Alignment to Sydney Trains support structure	Interim Support Service Delivery Manager
3	ROC R1 Support Model must align to NSW EAM/ERP Post Go Live Support Model	Interim Support Service Delivery Manager

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34.3 Dependencies

Ref #	Dependency
1	ROC R1 solution will be hosted exclusively on NGIS infrastructure and databases
2	TfNSW and Sydney Trains IT service management processes and tools are fit for purpose

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35. Glossary of Terms

The following definitions are used in this document:

Term	Definition
APD	means the Sydney Trains Application Portfolio Delivery unit
BAU	means Business as Usual
Business Owner	Is the person or group who defines and agrees the service level requirements
Change Management	The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services.
CIMS	means the Sydney Trains Customer Information Management System which provides a single source of truth for customer information and the co-ordinated distribution of planned service details as well as service disruption information over multiple channels.
Customer	see Business Owner
DTTS	means the Day of Operations Train Timetabling System which provides computerised support for monitoring services and managing service disruptions.
EAM/ERP	is a Sydney Trains program to improve Enterprise Asset Management. ERP is Enterprise Resource Planning.
ICC	means the Sydney Trains Integration Competency Centre
IIMS	Incident Information Management System (Legacy Information Management System)
IMS	means Incident Management System which provides computerised support for identification of incidents, assignment of priority, allocation of pre-planned workflows, tracking of progress, escalation and reporting.
ITIL	A set of best-practice publications for IT service management
Known Error	A problem that has a documented root cause and a workaround. Known errors are created and managed throughout their lifecycle by problem management. Known errors may also be identified by development or suppliers.
Master Data	Primary data sets which may have been sourced via the Data Profiling team, or provided by the ROC program. E.g.: Locations, Tracks, Delay Codes ...
MoSCoW method	Is a prioritisation technique used in management, business analysis, project management, and software development to reach a common understanding with stakeholders on the importance they place on the delivery of each requirement.
MTBF	Is Mean Time Between Failure
MTO	Maximum Tolerable Outage – Indicative of the time it takes before an outage threatens the process achieving its business objective
MTTR	Is Mean Time To Resolution
OLA	is an Operational Level Agreement.
OT	is the Sydney Trains Operational Technology
OVDS	Operational Visual Display System
PCIR	Post Change Implementation Review
Performance	A measure of what is achieved or delivered by a system, person, team, process or IT service.

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Term	Definition
Phase	in this context relates to ROC Releases, depending on future decisions. For example a phase may be defined for each of the ROC systems being introduced (contrast with 'Stage' below).
Process Owner(s)	means TfNSW Group IT Service Management. The person(s) who is held accountable for ensuring that a process is fit for purpose. The process owner's responsibilities include sponsorship, design, change management and continual improvement of the process and its metrics. This role can be assigned to the same person who carries out the process manager role, but the two roles may be separate in larger organizations.
RCA	Is Root Cause Analysis which identifies the cause of an incident or problem
Release 1 (R1)	means the implementation of and integration of IMS into the Customer's legacy environment.
Release 2 (R2)	means the implementation of and integration of CIMS into the Customer's legacy environment.
Release 3 (R3)	means the implementation of DTTS into the Customer's legacy environment and the integration of IMS, CIMS and DTTS systems with one another.
Reliability	A measure of how long an IT service or other configuration item can perform its agreed function without interruption. Usually measured as MTBF or MTBSI. The term can also be used to state how likely it is that a process, function etc. will deliver its required outputs.
REM	means an Incident Management System developed by Frequentis
RPO	Recovery Point Objective – Indicative of how much data the business can afford to lose. This is expressed in units of time from point of disaster back to some point in time. E.g., 8 hours means the last 8 hours' worth of data before the point of "disruption".
RTO	Recovery Time Objective – The indicative time required to restore a failed application system from the point of disaster declaration. For Sydney Trains the RTO Clock starts from the 4 hr post incident point.
Service Owner	A role responsible for managing one or more services throughout their entire lifecycle. Service owners are instrumental in the development of service strategy and are responsible for the content of the service portfolio.
Serviceability	The ability of a third-party supplier to meet the terms of its contract. This contract will include agreed levels of reliability, maintainability and availability for a configuration item.
SLA	is a Service Level Agreement
SLR	is a Service Level Requirement
SoW	means Statement of Work
Stage	in this context is a subdivision of the project that will design, plan and execute interim operational support for the IMS (contrast with 'Phase' above).
Support Group	A group of people with technical skills. Support groups provide the technical support needed by all of the IT service management processes.
System	means R1 IMS
System Integrator	means Ajilon Australia Pty Ltd (ABN 25 076 517 354).
TfNSW	Is Transport for New South Wales
TIBCO	means The Integrated Bus Company and whose name is synonymous with the application integration product that they have developed

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Term	Definition
User	a person who uses the system on a day-to-day basis. Users are distinct from customers, as some customers do not use the IT service directly.
Workaround	A workaround is focussed on reducing or eliminating the impact of an incident or problem for which a full resolution is not yet available – for example, by restarting a failed configuration item. Workarounds for problems are documented in known error records. Workarounds for incidents that do not have associated problem records are documented in the incident record

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36. Appendices

36.1 Appendix A – Requirements Traceability Matrix

Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Service Hours	IMS-SLR-HRS-001	"Interim" Support Service Hours	Off-site Interim support for the system will be provided immediately following Technology Deployment	✓	6 & 7.2
Service Hours	IMS-SLR-HRS-002	"Heightened" Support Service Hours	On-site 24x7 "heightened" support for the system will be provided for an agreed period immediately after ROC Release 1 go-live.	✓	7.3
Service Hours	IMS-SLR-HRS-003	Extended Service Hours	Requests to extend the Interim support service hours must be made by close of business on the previous day for an evening extension and by 12 noon on Thursday for a weekend extension.	✓	6.4
Availability	IMS-SLR-AVA-001	Availability Management Process	System availability will be managed according to Sydney Trains Availability Management process, and TfNSW standards, where appropriate	✓	9.2
Availability	IMS-SLR-AVA-002	Loss of Redundancy	The Business Owner must be notified immediately in the event of any loss of redundancy to the system (e.g. loss of a Data Centre)	✓	9.3.4
Availability	IMS-SLR-AVA-003	System Availability Timeframe	The system will be available for use 7 days per week, 24 hours a day.	✓	9.3
Availability	IMS-SLR-AVA-004	Maximum Acceptable Outage ¹	The system will have a Maximum Acceptable Outage (MAO) time of 6-8 hours above the Recovery Time Objective (RTO)* in line with Sydney Trains' Business Critical systems.	✓	9.3.1

¹ An Outage is defined as a failure of the system that results in the customer's inability to conduct its business process

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Availability	IMS-SLR-AVA-005	Availability threats/risks	The Business Owner must be notified immediately of any threats and/or risks to system availability, and plans to mitigate against those risks and/or threats	✓	9.3.4

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section																				
Incident & MIM	IMS-SLR-INC-001	Incident Management Process	The lifecycle of all system incidents will follow the TfNSW Incident Management process	✓	12.2																				
Incident & MIM	IMS-SLR-INC-002	Incident Response and Resolution Targets	All system incidents will be prioritised based on urgency and business impact: <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th>Priority</th> <th>Response Target</th> <th>Resolution Target</th> <th>Measurement Period</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>15 mins</td> <td>4 hours</td> <td>24x7</td> </tr> <tr> <td style="text-align: center;">2</td> <td>30 mins</td> <td>8 hours</td> <td>24x7</td> </tr> <tr> <td style="text-align: center;">3</td> <td>4 hours</td> <td>2 business days</td> <td>Business Hours</td> </tr> <tr> <td style="text-align: center;">4</td> <td>8 hours</td> <td>5 business days</td> <td>Business Hours</td> </tr> </tbody> </table> <p style="text-align: center; margin-top: 10px;">Appendix D describes the priorities of incidents applicable to the system.</p>	Priority	Response Target	Resolution Target	Measurement Period	1	15 mins	4 hours	24x7	2	30 mins	8 hours	24x7	3	4 hours	2 business days	Business Hours	4	8 hours	5 business days	Business Hours	✓	12.4.3
Priority	Response Target	Resolution Target	Measurement Period																						
1	15 mins	4 hours	24x7																						
2	30 mins	8 hours	24x7																						
3	4 hours	2 business days	Business Hours																						
4	8 hours	5 business days	Business Hours																						
Incident & MIM	IMS-SLR-INC-003	Major Incident Management	All Priority 1 and 2 incidents will be handled by the TfNSW Major Incident Management process to ensure appropriate level of management visibility and focus	✓	12.4.2 13.2																				
Incident & MIM	IMS-SLR-INC-004	Major Incident Updates	Key business and IT stakeholders will receive updates to Major Incidents as follows: <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th>Priority</th> <th>Update Frequency</th> <th>Measurement Period</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Hourly unless otherwise specified</td> <td>24x7</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Every 2 hours unless otherwise specified</td> <td>24x7</td> </tr> </tbody> </table>	Priority	Update Frequency	Measurement Period	1	Hourly unless otherwise specified	24x7	2	Every 2 hours unless otherwise specified	24x7	✓	13.4.1											
Priority	Update Frequency	Measurement Period																							
1	Hourly unless otherwise specified	24x7																							
2	Every 2 hours unless otherwise specified	24x7																							
Incident & MIM	IMS-SLR-INC-005	Root Cause Analysis	A problem record will be raised to investigate the root cause of all major incidents	✓	13.5																				

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Problem	IMS-SLR-PRB-001	Problem Management Process	The lifecycle of all system problems will follow the TfNSW Problem Management process	✓	14.2
Problem	IMS-SLR-PRB-002	RCA Report	The results of a root cause investigation will be documented in a Root Cause Analysis (RCA) Report. An initial draft report must be presented to the Business Owner within 10 business days	✓	14.2.3
Problem	IMS-SLR-PRB-003	Problem Reporting	A weekly status report, in an agreed template, will be produced providing details of every open problem.	✓	14.4
Problem	IMS-SLR-PRB-004	Problem Review Meetings	All outstanding problems will be reviewed and prioritised with the Business Owner on a weekly basis	✓	14.4
Capacity	IMS-SLR-CAP-001	Capacity Management Process	System capacity will be managed according to Sydney Trains Standards, and TfNSW standards, where appropriate	✓	10.2
Capacity	IMS-SLR-CAP-002	Capacity Planning - User Base	There will be sufficient capacity within the system to meet a 10% increase of users per year	✓	35.4.1
Capacity	IMS-SLR-CAP-003	Capacity Planning - Incident Records	There will be sufficient capacity within the system to meet a 10% increase of incident records per year	✓	35.4.2
Capacity	IMS-SLR-CAP-004	Performance – Incident Creation	Incident creation times will be monitored and an alert will be generated when a threshold of 30 seconds is exceeded.	✓	35.4.3
Capacity	IMS-SLR-CAP-005	Performance – Maximum response time	End-user transaction response times will be monitored and an alert will be generated when a threshold of two seconds is exceeded. This excludes any data extract or report generation.	✓	35.4.4

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Capacity	IMS-SLR-CAP-006	Capacity threats/risks	The Business Owner must be notified immediately of any threats and/or risks to system capacity and performance, and plans to mitigate against those risks and/or threats	✓	10.5.2
Capacity	IMS-SLR-CAP-007	Capacity and Performance metrics	Capacity and performance metrics will be available on request. This would include CPU, Memory, Storage, etc and system response times	✓	10.5.1
IT Service Continuity	IMS-SLR-SCM-001	IT Service Continuity Standard	The system will align to the TfNSW IT Service Continuity Management Standard.	✓	11.4
IT Service Continuity	IMS-SLR-SCM-002	IT Service Continuity Strategy & Plan	An IT Service Continuity (Disaster Recovery) Strategy and Plan for the system will be developed and maintained to proactively plan for business resilience and DR requirements	✓	11.3 & 11.6
IT Service Continuity	IMS-SLR-SCM-003	Disaster Recovery Capability Assurance	The IT Service Continuity (Disaster Recovery) plan will be tested on an annual basis	✓	11.6.1
IT Service Continuity	IMS-SLR-SCM-004	Recovery Time Objective	The system will have a Recovery Time Objective (RTO) of 4-24 hours in line with Sydney Trains' Business Critical systems, where the 0-4 hours are used for Triage and Break/Fix before declaring a disaster.	✓	11.2 & 11.6.2
IT Service Continuity	IMS-SLR-AVA-004	Maximum Acceptable Outage ²	The system shall have a Maximum Acceptable Outage (MAO) time of 6-8 hours above the Recovery Time Objective (RTO)* in line with Sydney Trains' Business Critical systems.	✓	9.3.1 & 11.6.2
IT Service Continuity	IMS-SLR-SCM-005	Recovery Point Objective	The system will have a zero data loss when restored from a service interruption. This will be limited to data that has been submitted to the application from a user and/ or an external system and not include data that is active on a user's screen or device that has not been submitted.	✓	11.2

² An Outage is defined as a failure of the system that results in the customer's inability to conduct its business process

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Service Request Fulfilment	IMS-SLR-REQ-001	Service Request process	Service Request fulfilment for the system will align to the Sydney Trains Request Fulfilment process and the TfNSW standard, where appropriate.	✓	23.2
Service Request Fulfilment	IMS-SLR-REQ-002	Service Request Fulfilment	All system service requests will be fulfilled within 5 business days	✓	23.6
Service Request Fulfilment	IMS-SLR-REQ-003	System configuration	System configuration requests will be fulfilled within 5 business days	✗	23.6
Service Request Fulfilment	IMS-SLR-REQ-004	Master data updates	System master data updates (for changes to locations, the network and fixed assets) will be fulfilled within 5 business days	✗	23.6
Service Request Fulfilment	IMS-SLR-REQ-005	Master data profiling	Master data profiling support (e.g. if new master data sources are identified) will be fulfilled within 5 business days	✗	23.6
Change Management	IMS-SLR-CHG-001	Change Management Process	All system changes will be governed by the Sydney Trains Change Management Process	✓	15.2
Change Management	IMS-SLR-CHG-002	Change Notification	The Business Owner will be notified of any planned changes impacting the system via the Change Management Process	✓	15.7
Release & Deployment	IMS-SLR-REL-001	Release & Deployment Management Process	All system releases will be governed by the Sydney Trains Release & Deployment Management Process.	✓	16.2
Release & Deployment	IMS-SLR-REL-002	Planned Maintenance Windows	The system shall only be taken offline for planned maintenance activities only between the hours of 00:00 to 05:00 Saturday and Sunday after business approval has been provided.	✓	16.5

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Release & Deployment	IMS-SLR-REL-003	Planned Outages per year	The system will be unavailable for no more than 4 planned outages per year with a frequency of no less than 3 months between planned outages.	✓	16.5
Release & Deployment	IMS-SLR-REL-004	Back-out Plans	The system will provide the ability to revert to a previous release after a system release upgrade.	✓	16.6.3 & 15.2.3.3
Release & Deployment	IMS-SLR-REL-005	Release Schedule	A release schedule will be maintained to inform users of upcoming changes.	✓	16.6.2
Service Asset and Configuration Management	IMS-SLR-CFG-001	Configuration Management System	Information and records about the system's components and their relationships will be recorded and maintained in TfNSW Configuration Management System and managed according to Sydney Trains Standards, and TfNSW standards, where appropriate.	✓	17.2
Service Asset and Configuration Management	IMS-SLR-CFG-002	System component age	The age of system components will be reviewed on a six-monthly basis to determine if they approaching end-of-life support and require patching	✗	17.8
Service Asset and Configuration Management	IMS-SLR-CFG-003	Application Lifecycle Management Plan	An Application Lifecycle Management Plan for system components will be agreed and executed	✗	17.8
Service Asset and Configuration Management	IMS-SLR-CFG-004	Product Updates	Product updates (i.e. hot fixes) must be regularly monitored and assessed for feasibility	✓	16.4
Service Asset and Configuration Management	IMS-SLR-CFG-005	Product Upgrades	Product upgrades (i.e. new functionality) must be regularly monitored and assessed for feasibility	✓	16.4

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Event Management / Monitoring & Alerting	IMS-SLR-EVT-001	Event Management process	System events identified through monitoring alerts will be managed according to Sydney Trains Event Management standards and TfNSW standards, where appropriate.	✓	19.2
Event Management / Monitoring & Alerting	IMS-SLR-EVT-002	Data exchange	Data exchange between upstream and downstream systems will be monitored, and jobs will be restarted upon failure of a data exchange job.	✓	19.7.2
Event Management / Monitoring & Alerting	IMS-SLR-EVT-003	System log files	System log files will be routinely interrogated for errors	✓	19.7.1
Event Management / Monitoring & Alerting	IMS-SLR-EVT-004	System Event Monitoring & Alerting	24x7 monitoring, alerting and reporting of capacity, performance and availability-related events impacting the system will be provided.	✓	19.7
Service Level Management and Reporting	IMS-SLR-SLM-001	Service Review Meetings	For system-related incidents, problems, changes, availability and capacity, the Service Owner will meet with the Business Owner on a monthly basis to review: <ul style="list-style-type: none"> • Service performance metrics against service targets • Suggestions and opportunities to improve the service 	✓	19.3.1
Service Level Management and Reporting	IMS-SLR-SLM-002	Service Escalations	The Service Owner will be the single point of contact for service level management and escalations	✓	20.4
Supplier Performance Management	IMS-SLR-SUP-001	Supplier Performance Management	The performance of all Suppliers involved in the support of the system will be managed to ensure the Customer's service level requirements are met	✓	20.1 & 20.3.2
Access Management	IMS-SLR-ACC-001	Identity and Access Management	System identity and access management will align to the Sydney Trains Information Security Standards and existing management tools, and TfNSW standards, where appropriate	✓	18.2

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Process	SLR ID	SLR Name	SLR Description	Done	Service Design Section
Access Management	IMS-SLR-ACC-002	Access Requests	System access management requests will be fulfilled within 5 business days	✓	23.6
Security Management	IMS-SLR-SEC-001	Application Usage Monitoring	Security-related events impacting the system will be monitored and reported.	✓	22.5
Security Management	IMS-SLR-SEC-002	Security Patch Management Standard	The TfNSW Security Patch Management Standard will apply to the system.	✓	22.8
Security Management	IMS-SLR-SEC-003	Information Security Standards	The system shall be compliant with Sydney Trains Information Security standards	✓	22.2
Security Management	IMS-SLR-SEC-004	Security Risk Assessment	A technical security risk assessment of the system will be carried out when introduced and when any significant change to capabilities takes place. (eg upgrade).	✓	22.4
Security Management	IMS-SLR-SEC-005	Session Timeout	The system shall allow a configurable session timeout period to be set.	✗	22.9
Knowledge Management	IMS-SLR-KWL-001	Knowledge Management Process	Knowledge Management shall be carried out according to Sydney Trains Knowledge Management standards, and TfNSW standards where appropriate	✓	24.2
Knowledge Management	IMS-SLR-KWL-001	System Knowledge & Understanding	Support Groups are expected to have a thorough understanding of the system that underpins the business processes performed by the users.	✓	24.3
Continual Service Improvement	IMS-SLR-CSI-001	Continual Service Improvement	The Service Owner will proactively identify and implement improvements to increase the efficiency and effectiveness of the service.	✓	25.3

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36.2 Appendix B – Current State Support Review

Area	Observations
<p>People</p>	<p>Sydney trains APD is responsible for the application portfolio management and support of Sydney Trains business applications. There are currently 31 existing business critical applications in their portfolio. HCL provide support for the downstream system (IIMS and DTTI) that integrate with the new REM application.</p> <p>NEC Service Desk went live on 29/7/16 with Incident and Request Fulfilment processes</p> <p>TfNSW have established a Service Management Office within the NGIS programme which is responsible for the ITSM Operating Model and service management processes,</p> <p>There is a gap with existing support for Tomcat, Active MQ which will be required for the REM system. This type of support was previously provided by Fujitsu</p>
<p>Processes</p>	<p>APD currently does not have formal Customer SLAs for existing Business Critical Systems. Support is carried out by “best endeavour”. Support works on an understating of importance (i.e. business criticality)</p> <p>Sydney train align to the following TfNSW processes: Incident Management, Major Incident Management, Service Request Fulfilment, Problem Management</p> <p>Sydney trains current processes and standards are located on the Sydney Trains Intranet site.</p> <p>Sydney Trains do not currently have formal published processes for the following: Availability Management, Capacity Management (policy only), Event Management, Service Level Management, Supplier Management, Knowledge Management (policy only), Service Asset and Configuration Management, IT Service Continuity management (DR plans only), Continual Service Improvement</p> <p>Business Systems are categorised using TfNSW standards. Sydney trains have a current availability standard of 99.5% availability for business critical systems. Their existing Critical system uptime reporting provides regular reporting on system uptime.</p> <p>Fujitsu currently manage the Sydney Trains capacity management plan and DR plans.</p>
<p>Tools</p>	<p>TfNSW implemented Remedy in July 2016. Sydney Trains uses Remedy for Incident Management and Request Fulfilment. MyIT portal is used to log incidents and raise desktop related service requests through the MyIT Service Catalogue.</p> <p>A swivel chair process from Remedy via SAP CRM into current TfNSW suppliers ticketing tools for infrastructure and network services provided by TfNSW service providers (Fujitsu, UXC and IBM).</p> <p>Unicenter Service Desk (USD) is used for Change Control and was the tool used previously for Fujitsu support.</p> <p>Jira is used for Problem Management.</p> <p>Configuration management is supported by the USD tool.</p> <p>IAM tool is used to support identity and access management (LAN and email access and some</p>

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	<p>existing application systems). In Sydney Trains. This integrates with Sydney Trains Active Directory which will be used for REM user authentication.</p> <p>Sharepoint is currently used by Sydney trains for Knowledge Management. Knowledge Management is currently only available in Remedy for NEC Service Desk use.</p>
Technology	<p>The existing Sydney trains Incident Management System (IIMS) is an 'after-incident' management system while REM is whole-of-incident-lifecycle management</p> <p>Fujitsu currently provide infrastructure and network support for existing Sydney Trains systems hosted in the Fujitsu data centres. The Fujitsu data centre is located in North Ryde</p> <p>The NGIS program is currently transitioning infrastructure and network services from Fujitsu to the new NGIS service providers (IBM & UXC). Service Desk and End User Computing Services were transitioned from Fujitsu to NEC in July 2016.</p> <p>REM will be the first Sydney Trains system hosted in the TfNSW GOVDC data centre and will be supported by the TfNSW NGIS service providers IBM (infrastructure services) and UXC (network services). The GOVDC1 data centre is located in Silverwater. The disaster recovery GOVDC2 site is located in Unanderra.</p> <p>Sydney trains also uses Amazon Web Services for cloud hosting of non-production environment infrastructure.</p>

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36.3 Appendix C – Detailed Level Responsibilities

36.3.1 Level 0 – Interim Support - Business Support and Triage

The Interim Support Business Support and Triage team will be located at a Sydney Trains site and will be responsible for the following support activities:

- Providing customer facing business support to REM users for enquiries and information
- Initial assessment and triage of enquiries, issues and request from REM users received from NEC Service Desk
- Resolution of inquiries, issues and requests at first point of contact where possible
- Logging issues or requests with NEC service desk that require support from TfNSW service providers or Sydney Trains APD
- Provide updates on progress of reported incidents and service requests.
- **REM Configuration Management** including:
 - Access and Contact Management
 - REM application and master data configuration changes
 - **Data Management and Analysis**
 - Engage in Incident Management and Problem Management activities for Master data issues:
 - Investigate and diagnose problems
 - Triage Master data defects
 - Analyse incident and support resolution activities
 - Produce Root Cause Analysis report
 - Source business requirements for changes to REM Master Data:
 - Analyse changes to Sydney Trains Geography
 - Analyse changes to Sydney Trains Fixed Assets
 - Analyse impacts to down-stream systems
 - Coordinate changes with down-stream systems
 - To meet business requests for changes to REM Master Data
 - Analyse changes requested
 - Develop changes (in non-Prod environment)
 - Unit Test changes
 - Regression System Integration Testing (no progression System Integration Testing required as any change that causes a downstream impact would trigger a project)
 - Support business during UAT
 - Deploy to production

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36.3.2 Level 2 – Interim Support - Level 2 Support

The Interim Support Level 2 Support team will be located at a Sydney Trains site and will be responsible for the following support activities:

Technical Application Support Activities

Incident Management

- Technical Troubleshooting
- Incident diagnosis, investigation and resolution
- Escalates incident to Level 3 Support (Frequentis)
- Communicate resolution back to Level 1 Support
- Manage restoration of service in the event of an incident and within SLA, working in partnership with all service providers.
- Applies Workarounds to Known Errors
- Support Major Incident Management team (MIM) for Major Incident resolution related to REM

Problem Management

- Root Cause Analysis (RCA) analysis and reporting
- Conduct post-incident reviews and co-ordinate trend analysis and documentation of known workarounds for REM incidents.
- Work proactively with the problem management teams to develop plans to address ROC R1 system problem records and monitor / communicate progress.

Service Request Fulfilment

- General service requests eg extension of service hours

Change Management

- Change Planning
- Change Implementation
- (Preventative) Maintenance Planning and Execution

Release & Deployment Management

- SIT testing
- Release implementation
- Patch Management
- **Service Continuity Management**
- Execute IT Disaster Recovery Plans if required
- **Knowledge Management**
 - Create and update operating procedures, work instructions & knowledge articles
- **Maintain service availability, capacity and performance**
 - Daily Health Checks
 - Monitoring service performance & alert investigation
- **Application System Administration** for the following:
 - REM Message Broker

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- REM Alert Communication Module
- REM Apache Tomcat and Active MQ
- Update of data mapping to downstream systems
- Security Reporting support including issue and change management support
- Continual Service Improvement - identify opportunities to improve the efficiency and effectiveness of the service
- Participate in the handover of new / updated services into ROC from projects / programmes to ensure smooth service transition.
- Participate in the planning and testing of disaster recovery and IT service continuity for ROC R1 system.
- Maintenance of support guides and solution documentation

Database Administration activities

- REM Database administration and maintenance
- Technical verification and validation of Master Data import procedures and scripts.

36.3.3 Level 3 – REM Vendor Product Support

The Level 3 Vendor Product Support layer will be located “Off-Site” and will be responsible for the following support activities:

- Product updates
- Product upgrades
- Analyse product defects
- Hot fixes
- Provide release schedule

36.3.4 Application Service Delivery Management

The Interim Support Service Delivery Manager will be responsible for:

- Overall accountability for the service management of the ROC R1 Interim Support Service against define service levels
- Management of the Interim Support Team
- Key Stakeholder engagement
- Service review, performance and improvement

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36.4 Appendix D – Transition-out process to BAU Support

The Interim Support team will be required to support the REM system from go-live until completion of R3 when interim support will transition to BAU support.

The transition will be managed using a Transition-out process which will focus on ensuring that effective skills and knowledge transfer will take place from the Interim Support team to the BAU Support team with minimised disruption to existing operations.

The approach should include:

- A shadow / reverse shadow style to transition, whereby transition-in BAU support staff will blend with and augment the existing Interim Support team.
- Utilisation of a proven Transition-In framework and processes that has been developed through extensive experience.
- A holistic view of delivery that focuses on the people, processes, organisation and cultural aspects which work together to ensure continued and repeatable delivery success.
- Strong relationship management, including change and communication management to minimise people concerns and issues

An outline of a proposed Transition-out process is described below:



Documentation

- BAU support team will review existing operational support documentation. The technical leads will determine any gaps or deficiencies and determine appropriate action.
- Transitioning-in BAU support staff will read and sign off that they have read all documentation supplied and agree that it is of sufficient quality for BAU Support to be able to undertake appropriate support.
- BAU Support team will continue to enhance documentation during the Shadow / Reverse Shadow phases, resulting in a final sign off of documentation at the Sign off phase.
- *Stage acceptance criteria:* Documentation phase checklist has been fully completed and signed off

Shadow

- The Interim Support Team will continue to support the REM application whilst being “shadowed” by the transitioning-in BAU support team.
- BAU Support team will observe the operational support processes, and instructions required to support the REM application, and update documentation to reflect any learnings or changes as a result of this phase.
- BAU Support team will compile a “Top 5 Support Issues” list, that details the resolutions to the common or complex support problems for the REM application based on information supplied by the Interim Support team
- BAU Support team will confirm and document any deviations from the agreed application support process and update appropriate process flows prior to the Reverse Shadow phase.
- BAU Support team will capture any risks, issues or concerns and these will be managed by the Transitioning-in BAU Support Service Delivery Manager. Risks, issues or concerns will be escalated through an agreed governance process, as appropriate.
- *Stage acceptance criteria:* Shadow phase checklist has been fully completed and signed off by the BAU Support team.

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Reverse Shadow

- BAU Support team will take up the primary support role whilst being shadowed by Interim Support team.
- BAU Support team will actively undertake the operational support processes, follow the procedures and instructions as revised in the Shadow phase, update the ITSM Toolset and update any documentation to reflect further learnings or changes as a result of this phase.
- BAU Support team will confirm and document any deviations from the REM application support processes and update appropriate process flows prior to the Reverse Shadow phase.
- BAU Support team will capture any new risks, issues or concerns and close out any resolved items. New and existing open items will be managed by the BAU Support Service Delivery Manager. Risks, issues or concerns will be escalated through to the agreed governance process, where appropriate.
- Stage acceptance criteria: Reverse Shadow phase checklist has been fully completed and signed off by the BAU Support team.

Sign-off

- The BAU Support Transition-In Governance group will need to determine that adequate knowledge transfer has taken place and is in a position to achieve the final Sign-off.
- This will be done by reviewing the status of the overall Transition-In dashboard. The dashboard is a “roll up” of each of the individual technical stream checklists for each phase and indicates the degree to which knowledge transfer and successful Transition-In has occurred. The dashboard, administered by a Transition Manager, will use “Traffic Lighting” – green (passed), amber (passed but substantial risks, issues or concerns) and red (not satisfactory).
- The dashboard will indicate status of Transition-In, by stream as well as an overall Transition-In view.
- Delivery Assurance will perform periodical monitoring, executive reporting and quality assurance reviews throughout Transition
-
- Stage Acceptance Criteria: The Sign-off phase may be:
 - Unconditional - whereby the dashboard is completely green across the board and BAU support team is comfortable that knowledge transfer was successful and all risks are acceptable. BAU Support team will take on all business as usual support responsibilities at this stage.
 - Conditional - whereby there are high risks, issues, concerns documented and outcomes or mitigations must be agreed with BAU Support team.
- This stage will include the provision of the following by the Interim Support team to the BAU Support team:
 - Handover of up-to-date Service Design documentation
 - Handover of up-to-date Operational support documentation

Take-up

- Once the Sign-off phase is complete, with a status of Unconditional Acceptance, BAU Support team will then take on the responsibility of support and will commence operational responsibilities.
- If the Sign-off phase is complete, with a status of Conditional acceptance, BAU Support will then take on any responsibilities agreed during the Sign-off phase
- As part of this process, checklists will be used to support comprehensive knowledge transfer for the REM application.

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36.5 Appendix E - Capacity and Performance Targets

36.5.1 User Base Capacity

There will be sufficient capacity within the system to meet a 10% increase of users per year.

The ROC R1 performance testing exercise will confirm the system is designed to support a 10% increase of users on a yearly basis.

The performance testing exercise will load test the server capacity evaluating the number of concurrent REM users expected for the release of REM for Tranche 1 of the ROC R1 project, against the “required” stated numbers stated in the DTBRS.

The table below specifies the key test parameters for the User Base Capacity load testing.

Test Parameter	Total Number of Concurrent Users
ROC R1 – Tranche 1 Go Live	250
DTBRS - Read	500
DTBRS - Write	200
DTBRS - Report	500

The Tranche 1 concurrent user base is expected to be 250 users for go-live. Assuming a requirement of 500 users for “Read” capability and 500 for “Write” capability, the capacity of the user base is expected to reach its ceiling by the end of year 8 with an assumed 10% user base increase with a starting position of 250 users.

Year	Total Number of Concurrent Users	10% increase
Year 1	250	25
Year 2	275	28
Year 3	303	30
Year 4	333	33
Year 5	366	37
Year 6	403	40
Year 7	443	44
Year 8	487	49
Year 9	536	54

ROC Release 1 Interim Support – Service Design Package

36.5.2 REM Incident Records

There will be sufficient capacity within the system to meet a 10% increase of incident records per year.

The ROC R1 performance testing exercise will confirm the system is designed to support a 10% increase of incident records on a yearly basis.

As per the DTBRS, it is expected that there will be 150,000 incidents recorded per year.

The performance testing exercise will test the server capacity evaluating the capacity to process transactions based on create and update functions to meet the number of incident records below which exceeds the required number of 150,000 incident records per year.

Incidents Records	Incidents per minute	Per hour	Per Year
Create Incident	1	60	525,000
Update Incident	100	6000	5,256,000

Constraint:

The required storage capacity cannot be determined during the service design phase as the Technical Infrastructure Design is in a draft phase and is not ready.

36.5.3 Incident Creation Times

The ROC R1 Project “Human Factors” testing of the associated NFR (IMS-NFR-OPR-001) will test the time required to capture the minimum mandatory data fields on the REM UI. Where the outcome of the test proves to meet the requirement of less than 30 seconds to capture the minimum mandatory fields, the NFR will be met.

Given that the minimum mandatory data capture fields on the REM User Interface are fixed, there is no need to monitor creation times as this is a human factor dependency.

36.5.4 Transaction Response Times

End-user transaction response times will be monitored and an alert will be generated when a threshold of two seconds is exceeded. This excludes any data extract or report generation.

During the ROC R1 performance testing exercise, this non-functional requirement will be tested and a report will be created detailing the results of the transaction response times. All exceptions (being transactions identified where the response times exceed the two second threshold) will be reviewed and analysed and a corrective action will need to be taken to either tune the application or accept the risk.

In order to monitor the non-functional requirement of a two second transaction response time in the production environment, system log file will be available for analysis.

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:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending;
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered; and
 - (xi) accepted.
- 1.3** 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; and
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

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

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

AUTHORISATION

The Contractor must not commence work on the Change Request until 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 Sydney Trains (ABN 38 284 779 682)

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

Signature of Customer Representative

Print name

Date

Signed for and on behalf of Ajilon Australia Pty Ltd (ABN 25 076 517 354)

Signature of Authorised Signatory

Print name

Date

Schedule 5: Escrow Deed

Not applicable

Schedule 6 : Deed Poll – Approved Agents

Not applicable

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

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, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at

the day of 20

Before me,

Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

Between **Sydney Trains (ABN 38 284 779 682) (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

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

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

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

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

Confidential Information means information that:

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

but excludes any information which the Subcontractor can establish was:

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

Contractor means [insert name of Contractor].

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

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

Intellectual Property Rights means all intellectual property rights including:

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

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

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

State means the State of New South Wales.

GENERAL

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

3. Non disclosure

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

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

- 3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

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

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

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

LEGAL PROCEEDINGS

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

7. Indemnity and release

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

8. No exclusion of law or equity

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

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

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

13. Notices

- 13.1** Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2** All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3** If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered by Sydney Trains (ABN 38 284 779 682)

[Redacted signature area]

By [to be inserted by the Customer] but not so as to incur personal liability

[Redacted signature area]

In the presence of: [insert name of witness]

[Redacted signature area]

[Redacted signature area]

Signature of Customer

[Redacted signature area]

Signature of Witness

[Redacted signature area]

Print name

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Date

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

[Redacted signature area]

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

[Redacted signature area]

Signature Director

[Redacted signature area]

Signature of Director/Secretary

[Redacted signature area]

Print name

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Date

Schedule 9: Performance Guarantee

Deed dated the

day of

20

Between [*insert full legal name of the Customer*] (Customer)

Sydney Trains (ABN 38 284 779 682)

And [*insert full legal name and any ACN/ABN of the Guarantor*] (Guarantor)

Adecco Holdings Pty Ltd (ABN 11 003 652 088) of Level 16, 28 Freshwater Place, Southbank ,
Victoria 3006

Purpose Ajilon Australia Pty Ltd (ABN 25 076 517 354) (Contractor) has agreed to offer to supply Products and Services to the Customer under a contract dated on or about the date of this deed (**Customer Contact**).

DEFINITIONS

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

Insolvency Event means where the Contractor:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001* (Cth);
- (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001* (Cth);
- (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001* (Cth);
- (e) has an administrator, liquidator or bankruptcy trustee appointed or any step preliminary to the appointment of an administrator, liquidator or bankruptcy trustee is taken;
- (f) has a mortgagee enter into possession of any property of that Party;
- (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001* (Cth) or similar officer appointed to all or any of its property; or
- (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its bankruptcy, winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

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

BY THIS DEED

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

1. If the Contractor (unless relieved from the performance of the Customer Contract by the Customer or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Customer Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Customer Contract.
2. Where the Guarantor consists of more than one legal person each of those persons agree to be bound jointly and severally by this Deed of Guarantee, and the Customer may enforce this Deed of Guarantee against all or any of the persons who constitute the Guarantor.
3. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Customer with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
4. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.

The obligations and liabilities of the Guarantor under this Deed of Guarantee will not exceed the obligations and liabilities of the Contractor under the Customer Contract.

5. Where the Contractor has failed to perform under the Customer Contract, the obligations of the Guarantor will continue even though the Contractor has been the subject of an Insolvency Event.
6. The rights and obligations under this Deed of Guarantee will continue until all obligations of the Contractor under the Customer Contract have been performed, observed and discharged.
7. A notice under this Deed of Guarantee must be a Notice in Writing.
8. The address for services of Notices in Writing under this Deed of Guarantee for a party is, in the case of the:

Guarantor

Physical address: Level 16, 28 Freshwater Place, Southbank , Victoria 3006

Postal address: Level 16, 28 Freshwater Place, Southbank , Victoria 3006

Fax number: Not Applicable

Contractor

Physical address Level 2, 68 Pitt Street, Sydney NSW 2000

Postal address Level 2, 68 Pitt Street, Sydney NSW 2000

Fax number: Not Applicable

Customer

Physical address Level 13, 477 Pitt Street, Sydney NSW 2000

Postal address Level 13, 477 Pitt Street, Sydney NSW 2000

Fax number: Not applicable

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

9. A Notice in Writing is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after 3 Business Days;
 - (c) sent by post from or to an address outside Australia, after 10 Business Days;
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at 9.00 am the next Business Day).
10. The laws of the New South Wales govern the this Deed of Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

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

Signed, sealed and delivered by

Sydney Trains (ABN 38 284 779 682).

By *[insert name of Customer representative]*

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

[Signature line]

Signature of Customer representative

[Signature line]

Print Name

[Print Name line]

Date

[Signature line]

Signature of Customer's Witness

[Signature line]

Print Name

[Print Name line]

Date

Signed, sealed and delivered by

Adecco Holdings Pty Ltd (ABN 11 003 652 088) with registered office of Level 16, 28 Freshwater Place, Southbank , Victoria 3006

By *[insert name of Guarantor representative]*

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

[Signature line]

Signature of Guarantor representative

[Signature line]

Print Name

[Print Name line]

Date

[Signature line]

Signature of Guarantor's Witness

[Signature line]

Print Name

[Print Name line]

Date

Schedule 10: Financial Security

Deed dated the day of 20

By [insert name and ACN/ABN of the Guarantor] (Guarantor)

in favour of Sydney Trains ABN 38 284 779 682 (Customer)

DEFINITIONS

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

BY THIS DEED POLL:

1. Ajilon Australia Pty Ltd (ABN 25 076 517 354)(Contractor) has agreed to supply Deliverables to the Customer under a contract dated [insert] between the Customer and the Contractor (Customer Contract).
2. The Guarantor unconditionally agrees to pay to the Customer on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Customer to a maximum aggregate sum of \$ [insert dollar amount].
3. The Guarantor's liability under this Financial Security will be a continuing liability until the sooner of:
 - (a) payment is made up to the maximum aggregate sum;
 - (b) the Customer notifies the Guarantor that this Financial Security is no longer required;
 - (c) [insert date]; [Note: This date should be the date that is one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Contract]
 - (d) the date the Customer and Contractor agree in writing to release the Guarantor.
4. No provision of this Financial Security may be waived, amended, supplemented or otherwise modified except by written instrument signed by the Guarantor and the Customer.
5. Guarantor acknowledges and agrees that this Deed Poll may be relied upon and enforced by the Customer in accordance with its terms even though the Customer is not a party to it.
6. The laws of New South Wales govern this Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
7. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy by facsimile to the address last advised by one of them to the other. Where the notice is given or served by facsimile, the sending party must confirm receipt by any other means.

8. The address for services of notice for a party is, in the case of the:

Guarantor

Physical address

Postal address

Phone number

Fax number

Contractor

Postal address

Phone number

Fax number

Customer

Postal address

Phone number

Fax number

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

9. A notice or other communication under this Financial Security is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after 3 Business Days;
- (c) sent by post from or to an address outside Australia, after 10 Business Days; or
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours).

EXECUTED BY THE GUARANTOR AS A DEED POLL ON THE DATE STATED BELOW

Signed, sealed and delivered by *[insert name of Guarantor]*

By *[insert name of Guarantor representative]*

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

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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

- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 4.1:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1** The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- 5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

6. Confidentiality

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

- (a) the Parties have otherwise agreed in writing;
- (b) the information is already in the public domain;
- (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
- (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
- (e) disclosure is otherwise required by law.

Schedule 12: Project Implementation and Payment Plan

Refer to Annexure 2 of the Customer Contract.

Annexure 1: Additional Conditions

[insert]

Annexure 2: PIPP

[insert]

ANNEXURE A TO THE GENERAL ORDER FORM ADDITIONAL CONDITIONS

PART A: SPECIFIC VARIATIONS TO PROCUREIT

1. Specific Variations to Part 2 of ProcureIT: Customer Contract

1.1 On and from the Commencement Date, Part 2 of ProcureIT Version 3.1 'Customer Contract' is varied as follows:

(a) clause 2.4 is deleted and replaced with the following:

'2.4 *The Customer Contract commences on the Commencement Date and will expire at the end of the Contract Period stated in Item 10 of the General Order Form.'*;

(b) clause 6.17 is deleted and replaced with the following:

'6.17 *The Parties must perform their obligations at the times and in the manner stated in the PIPP as stated in Item 20 of the General Order Form.'*;

(c) clause 6.34(d) is deleted and replaced with the following:

'and if the Contractor has not remedied that Substantial Breach (by completing the LD Obligation) by the end of such period, the Customer may give the Contractor a Termination Notice for the Customer Contract.';

(d) clause 10.4 is deleted and replaced with the following:

'10.4 *To the extent that:*

(a) Acceptance Test Data is required for the Contractor to complete the Acceptance Tests; and

(b) the provision of that Acceptance Test Data is specified as the Customer's responsibility in the Order Documents or the documents setting out the Acceptance Tests,

the Customer must provide that Acceptance Test Data to the Contractor:

(c) at the times specified in the Order Documents or the documents that set out the Acceptance Tests; or

(d) if no times are specified in those documents, at least 14 Business Days prior to the date on which the Acceptance Test Period for the applicable Acceptance Tests commences.';

(e) clause 10.11(b) is deleted and replaced with 'not used.';

(f) in clause 10.13(a) the following is inserted before '':

' and does not remedy that failure within 14 days after receiving a notice from the Contractor specifying:

- (i) *the failure and the Deliverables to which it relates; and*
- (ii) *that the Deliverable will be deemed to be accepted if that failure is not remedied';*
- (g) clause 10.13(e) is deleted and replaced with '*not used.*';
- (h) in clause 13.4 the words 'On the AAD of a' are deleted and replaced with '*For each*';
- (i) a new clause 13.5A is inserted as follows:

'13.5A *The Contractor also grants the additional rights for New Material specified in the Additional Conditions.'*
- (j) in clause 13.6 the words 'On the AAD of a' are deleted and replaced with '*For each*';
- (k) in clause 13.7 the words 'On the AAD of a' are deleted and replaced with '*For each*';
- (l) a new clause 13.8A is inserted as follows:

'13.8A *The licences granted under clauses 13.6(c), 13.6(d), 13.7 and 13.8 are perpetual and irrevocable.'*
- (m) in clause 13.10 the word 'AAD' is deleted and replaced with '*creation*';
- (n) clause 13.13 is deleted and replaced with '*Not used*';
- (o) in clause 18.4, the words 'Notwithstanding any other clause in the Customer Contract,' are deleted and replaced with '*Subject to the exceptions set out in clause 18.5 and any other exceptions set out in the Additional Conditions,*';
- (p) clause 19.5(a) is deleted and replaced with '*not used*';
- (q) in clause 19.8, the references to clause '18.4,' are deleted;
- (r) in clause 25.2 the preamble is deleted and replaced with the following:

'25.2 *The Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables if:'*
- (s) in clause 25.3 the first sentence is deleted and replaced with the following:

'The Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables for convenience at any time.'
- (t) the following words are inserted at the beginning of clause 25.4(a), '*if the Order Documents do not state an amount that is payable on termination,*';
- (u) in clause 25.4(a) the words '*; and*' are deleted and replaced with '*; or*';
- (v) clause 25.5 is deleted and replaced with the following:

'25.5 *Once the Customer has paid the amounts in clause 25.4 in relation to a Termination Notice, no further compensation is payable for that Termination Notice under clause 25.3.'*;

(w) in clause 25.6 the preamble is deleted and replaced with the following:

'25.6 *The Contractor may give the Customer a Termination Notice for the Customer Contract in its entirety if the Customer has.'*;

(x) a new clause 25.6A is inserted under the heading 'Consequences of Termination' as follows:

'25.6A *If a Termination Notice is given for the Customer Contract in its entirety or to the extent that it relates to one or more Deliverables, the termination will be effective on, and the component of the Customer Contract the subject of the Termination Notice will terminate on, the date on which the Transition Out Period ends.'*; and

(y) in clause 26.15 the reference to clause '13.8' is deleted and replaced with '13.8A'.

2. Specific Variations to Part 3 of ProcureIT: Dictionary

2.1 On and from the Commencement Date, Part 3 of ProcureIT Version 3.1 'Dictionary' is varied as follows:

(a) a new clause 1.10A is inserted as follows:

'1.10A ***Application** means each of the following:*

- (a) *DTTS;*
- (b) *IMS; and*
- (c) *CIMS,*

as the context requires.';

(b) a new clause 1.18A is inserted as follows:

'1.18A ***CIMS** means the customer information management system described in the PIPP.'*;

(c) a new clause 1.34A is inserted as follows:

'1.34A ***Go Live** has the meaning given to that term in the PIPP.'*;

(d) a new clause 1.39A is inserted as follows:

'1.39A ***DTTS** means the day of operations timetable system as described in the PIPP.'*;

(e) a new clause 1.57A is inserted as follows:

'1.57A ***IMS** means the incident management system described in the PIPP.'*

(f) a new clause 1.57B is inserted as follows:

'1.57B Incident has the meaning given to that term in the Service Level Agreement set out in Schedule 3 to the Customer Contract.';

(g) clause 1.73 is deleted and replaced with the following:

'1.73 Non-Recurring Services means the Services described in the PIPP.';

(h) a new clause 1.90A is inserted as follows:

'1.90A Release 1 has the meaning given to it in the PIPP.'

(i) a new clause 1.90B is inserted as follows:

'1.90B Release 2 has the meaning given to it in the PIPP.'

(j) a new clause 1.90C is inserted as follows:

'1.90B Release 3 has the meaning given to it in the PIPP.'

(k) clause 1.101 is deleted and replaced with the following:

'1.101 Stage means a stage or phase described in the PIPP.';

(l) a new clause 1.106A is inserted as follows:

'1.106A System means the system consisting of DTTS, IMS and CIMS as described in the PIPP and includes all Developed Software and all Updates and New Releases of those items.';

(m) a new clause 1.110A is inserted as follows:

'1.110A Termination Notice means a Notice in Writing given accordance with the Customer Contract or pursuant to a common law right terminating the Customer Contract in its entirety or to the extent it relates to one or more Deliverables.';

(n) a new clause 1.110D is inserted as follows:

'1.110D Transition Out Period has the meaning given to that term in Part B of the Additional Conditions set out in Annexure A to the General Order Form.';

(o) clause 1.113 is deleted and replaced with the following:

'1.113 Warranty Period means:

(a) for Deliverables relating to Release 1, the period commencing on the AAD for that Deliverable and ending on the date which is 12 months after Go Live for Release 1 occurs;

(b) for Deliverables relating to Release 2, the period commencing on the AAD for that Deliverable and ending on the date which is 12 months after Go Live for Release 2 occurs;

(c) for Deliverables relating to Release 3, the period commencing on the AAD for that Deliverable and ending on the date which is:

(i) 12 months after the end of all Detailed Design for Release 3;
or

(ii) *on confirmation of the Contractor's engagement for Release 3 implementation and integration, 12 months after Go Live for Release 3 occurs,*

whichever is later; and

(d) *for all other Deliverables, the period commencing on the AAD for that Deliverable and ending on the date which is 12 months after that date.'; and*

(p) in clause 1.114 the word 'Defect' is deleted and replaced with '*Incident*'.

3. Specific Variations to Module 5 – Software Support Services

3.1 On and from the Commencement Date, Module 5 of ProcureIT Version 3.1 'Software Support Services' is varied as follows:

(a) a new clause 1.10A is inserted as follows:

'1.10A *Resolve or Resolution* has the meaning given to that term in the Service Level Agreement in Schedule 3 to the General Order Form.';

(b) a new clause 1.10B is inserted as follows:

'1.10B *Service Design* means the Service Design document attached to the Service Level Agreement in Annexure A.';

(c) in clause 1.8, the word 'Defect' is deleted and replaced with the word '*Incident*';

(d) clause 3.5 is deleted and replaced with the following:

'3.5 *The Contractor agrees to provide the Software Support Services in accordance with the Contract Specifications and the Service Levels.'*;

(e) in clause 3.6:

(i) each reference to the word 'Defect' is deleted and replaced with the word '*Incident*';

(ii) the word 'remedy' is deleted and replaced with the word '*Resolve*'; and

(iii) the following words are inserted at the end of the sentence: '*in accordance with the Contractor's requirements in the Service Design.*';

(f) in clause 3.7:

(i) the following words are added to the start of the sentence: '*In accordance with the Contractor's requirements set out in the Service Design,*';

(ii) the word 'remedy' is deleted and replaced with the word '*Resolve*'; and

(iii) the word 'Defect' is deleted and replaced with the word '*Incident*';

(g) in clause 3.8 each reference to the word 'Defect' is deleted and replaced with the word '*Incident*';

- (h) in clause 3.9 the word 'Defects' is deleted and replaced with the word '*Incidents*';
- (i) in clause 3.10 the words 'performance rebates stated in the Service Level Agreement' are deleted and replaced with '*Service Credits stated in the Service Level Agreement in Schedule 3 to the General Order Form.*';
- (j) in clause 3.14 the words 'on termination and / or expiry of the Support Services, the Contractor must render any reasonable assistance to the Customer to the extent necessary to effect an orderly assumption by a replacement contractor of the performance of the Contractor's obligations under the Customer Contract' are deleted and replaced with the following:

'the Contractor must comply with its transition out obligations set out in the Additional Conditions.';
- (k) clause 6.1(d) is deleted and replaced with the following:

'the Software Support Services will be provided by the Contractor in accordance with the Service Design.';
- (l) clause 7.1(c) is deleted and replaced with '*not used*';
- (m) clause 7.1(f) is deleted and replaced with the following:

'(f) *any Virus, denial of service attack or other malicious act that adversely affects all or part of the Supported Software except to the extent that the Virus, denial of service attack or other malicious act:*
 - (i) *was introduced or carried out by the Contractor or any of its Personnel;*
 - (ii) *was introduced or occurred as a result of the Contractor's or any of its Personnel's negligence; or*
 - (iii) *was introduced or occurred as a result of the Contractor breaching any of its obligations under the Customer Contract;*'.
- (n) clause 7.2 is deleted and replaced with '*Not used*'.

4. Specific Variations to Module 7 – Professional Services

- 4.1** On and from the Commencement Date, Module 7 of ProcureIT Version 3.1 'Professional Services' is varied as follows:
- (a) clause 4 is deleted and replaced with '*Not used*';
 - (b) in clause 6.1(a) the words 'in all material respects during the Warranty Period' are deleted;
 - (c) in clause 6.1(b) the word 'may' is deleted and replaced with '*must*';
 - (d) clause 6.2(c), 6.2(e) and 6.2(g) are deleted and replaced with 'Not used' and clauses 6.2(d) and 6.2(f) are renumbered 6.2(a) and 6.2(b) respectively;
 - (e) in clause 6.2(d) the word '*or*' is inserted at the end of that clause;

- (f) in clause 6.4:
 - i. the words 'from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that' are deleted; and
 - ii. the words 'in all material respects' in the last line are deleted;
- (g) clause 7.1(f) is deleted and replaced with the following:
 - '(f) *any Virus, denial of service attack or other malicious act that adversely affects all or part of the Deliverables, except to the extent that the Virus, denial of service attack or other malicious act:*
 - (i) *was introduced or carried out by the Contractor or any of its Personnel;*
 - (ii) *was introduced or occurred as a result of the Contractor's or any of its Personnel's negligence; or*
 - (iii) *was introduced or occurred as a result of the Contractor breaching any of its obligations under the Customer Contract;'*

5. Specific Variations to Module 13A – Major Project Systems Integration Services

- 5.1 On and from the Commencement Date, Module 13A of ProcureIT Version 3.1 'Major Project Systems Integration Services' is varied as follows:
- (a) all references to 'this Module 13' are deleted and replaced with '*this Module 13A*';
 - (b) all references to 'the Contract' are deleted and replaced with '*the Customer Contract*';
 - (c) all references to 'the Order' are deleted and replaced with '*the Order Documents*';
 - (d) in the definition of 'Customer's Data' in clause 1.3, paragraph (b) is deleted and replaced with '*not used*';
 - (e) the definition of 'Stability Requirements' in clause 1.3 is amended by deleting the words '6 months' and replacing them with the words '45 days', and is intended to be the same as 45 days Clear Running as set out in the PIPP;
 - (f) the definition of 'Third Party Suppliers' in clause 1.3 is deleted and replaced with the following:

'Third Party Suppliers' means the counterparties to any of the Third Party Supply Agreements.'
 - (g) the definition of 'Third Party Supply Agreements' is deleted and replaced with the following:

'Third Party Supply Agreements' means the agreements between the Customer and a Key Contractor (other than the Contractor).'
 - (h) in clause 1.3, the definitions of 'System', 'Transition-out Charges', 'Transition-out Period' and 'Transition-out Services' are deleted;

- (i) clause 1.5 is deleted in its entirety;
- (j) the process for the Contractor to prepare and deliver the 'Further Project Documents' (as contemplated in clause 4.1 of Module 13A) is set out in the Customer Contract, including the PIPP, and to the extent that clause 4.1 of Module 13A is inconsistent, the process in the Customer Contract, including the PIPP, applies;
- (k) The 'Further Project Documents' (referred to in clause 4.1 of Module 13A) means the 'Updated Requirements' as defined in the PIPP, and includes any Further Project Documents prepared by the Contractor under clause 4.1 of Module 13A to the extent consistent with clause 5.1(j) of these Additional Conditions;
- (l) clause 5 is deleted and replaced with '*Not used.*';
- (m) delete clauses 6.2(a)(iv) and (v) and replace them with the following:

'(iv) require the Contractor to make any necessary modifications to that hardware (which may include the procurement of additional hardware ("Additional Hardware")), and the Contractor must:

(A) pay 90% of the costs associated with such modifications and any additional work (such as additional testing) that is required as a result of such modifications (including where applicable the costs of procuring the Additional Hardware) to the extent those modifications are necessary due to the Contractor failing to perform its obligations under the Customer Contract; and

(B) carry out any necessary work or modifications it believes necessary or that are requested by Customer, to the extent the work or modifications are necessary due to the Contractor failing to perform its obligations under the Customer Contract, to ensure that the Additional Hardware is suitable to enable the System to meet the Project Documents, Acceptance Criteria and the warranties provided by the Contractor; or

(v) terminate the Contract (which will be without prejudice to any rights the Customer may have).';

- (n) in clause 6.3, the words '*or as a result of a Customer Change Request*' are added to the end of the clause;
- (o) in clause 8.1(b)(i) the words 'the Contractor agrees to vary the Interface Requirements accordingly pursuant to a Contract Variation' are deleted and replaced with '*the Contractor must submit a Change Request to vary the Interface Requirements accordingly*';
- (p) in clauses 8.1(b)(ii) and 8.1(b)(iii) the words 'and that addition will not be considered a Contract Variation' are deleted and replaced with '*and the Contractor is not entitled to submit a Change Request relating to that change*';
- (q) in clause 9.1(a), the words 'by a third party' are deleted and replaced with '*from a third party*';
- (r) delete clause 16 and replace it with the following:

'Achievement of AAD

16.1 For the purposes of this clause 16, the terms:

- (a) **“AAD”**;
- (b) **“Clear Running”**;
- (c) **“Severity 1 or Severity 2 Defect”**; and
- (d) **“System”**,

have the meanings given to them in the PIPP.

- 16.2 If a Severity 1 or Severity 2 Defect in the System arises before AAD is achieved (excluding any such Defect solely caused by one or more Applications of another Key Contractor), the Contractor will have an opportunity to remedy that Defect as follows:
- (a) the Contractor must remedy that Defect within 2 Business Days after the Defect arises; and
 - (b) if the Contractor complies with clause 16.2(a), a new period for Clear Running will restart at day 1 on the day after that Defect is rectified (**First Restarted Period**).
- 16.3 If a Severity 1 or Severity 2 Defect in the System arises before AAD is achieved (excluding any such Defect solely caused by one or more Applications of another Key Contractor), the Contractor will have one further opportunity to remedy that Defect as follows:
- (a) the Contractor must remedy that Defect within 2 Business Days after the Defect arises; and
 - (b) if the Contractor complies with clause 16.3(a), a new period for Clear Running will restart at day 1 on the day after that Defect is rectified (**Second Restarted Period**).
- 16.4 If the System does not achieve AAD by the end of the Second Restarted Period (other than where that failure is caused solely by one or more Applications of another Key Contractor):
- (a) that failure will be a failure to achieve AAD; and
 - (b) the Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables (including Services) which formed part of or contributed to the System being tested for AAD.
- 16.5 If the Customer gives the Contractor a Termination Notice under clause 16.4(b), the Contractor must refund all amounts paid for the Deliverables the subject of the Termination Notice within 10 Business Days after the date on which the Termination Notice is given.
- No fault of Contractor to achieve AAD**
- 16.6 If a Severity 1 or Severity 2 Defect in the System arises during any period of Clear Running, and that Defect is caused solely by an Application of another Key Contractor (and not by any Services or Deliverables of the Contractor),

then the Contractor will work with the Customer and other Key Contractors towards rectification of that Defect by the responsible other Key Contractor.

16.7 *The Customer agrees that if the System does not achieve AAD solely because one or more Applications of another Key Contractor causes the relevant Severity 1 or Severity 2 Defect(s) during Clear Running:*

- (a) *the Contractor will not be in breach of this Customer Contract; and*
- (b) *the Customer will not have a right to terminate this Customer Contract,*

due to that failure to achieve AAD.';

- (s) In clause 18, the extent of the Contractor's obligation to manage Third Party Supply Agreements is to manage the delivery and performance of the relevant Third Party Supplier's provision of services and deliverables under those Third Party Supply Agreements, and does not extend to managing the commercial relationship between the Customer and those Third Party Suppliers (for example, in relation to the payment or non-payment of fees to those Third Party Suppliers). The Contractor must use all reasonable endeavours to resolve itself any issue that arises in relation to a Third Party Contractor before referring the issue to the escalation process in section 10 of the ROC DTTS Detailed Design – Technology Vendor Project Communication Plan (**Escalation Process**). If the Contractor cannot resolve the issue with the Third Party Contractor itself, provided the Contractor escalates any issue with a Third Party Supplier to the Customer in accordance with the Escalation Process, and provided the Contractor continues to meet its obligations under the Escalation Process, the Contractor will be deemed to have complied with its obligation to manage the delivery and performance of the Third Party Supply Agreements in relation to that escalated issue;
- (t) in clause 18.1(a) the words ', from the Commencement Date until the date that the Customer no longer requires the products and services provided pursuant to the relevant Third Party Supply Agreement' are deleted;
- (u) in clause 18.1(b)(i)(C) the word 'and' is deleted;
- (v) new clauses 18.1(b)(i)(E) and 18.1(b)(i)(F) are inserted as follows:
 - (E) *checking and verifying the services and other deliverables supplied by the Third Party Suppliers are supplied as required under the relevant Third Party Supply Agreements; and*
 - (F) *ensuring that all services and other deliverables supplied by the Third Party Suppliers are supplied efficiently and in accordance with the applicable Third Party Supply Agreements.';*
- (w) clause 18.1(b)(iv)(C) is renumbered clause 18.1(b)(iv)(B)(3);
- (x) clause 18.1(b)(v) is deleted and replaced with the following:
 - (v) *the Contractor must:*
 - (1) *act in accordance with its contractual obligations under the Customer Contract and with regard to the best interests of the Customer, and not in the interests of a Third Party Supplier in relation to the Third Party Supply Agreements;*

- (2) *comply with, and not do (or omit to do) anything which causes the Customer to breach any of, the Third Party Supply Agreements; and*
- (3) *not purport to vary or terminate any of the Third Party Supply Agreements; and*;
- (y) in clause 18.1(b)(vi):
- i. the comma after the word 'and' in the first line is deleted; and
 - ii. the words '*, or the Contractor acting outside of the scope of its agency in clause 18.2,*' are inserted after the second reference to 'clause 18';
- (z) 18.1(b)(iv)(B) and (C): *Not used*;
- (aa) a new clause 18.2 is inserted as follows:
- 18.2** *The Customer appoints the Contractor as its agent only to the extent necessary for the Contractor to perform its management obligations in relation to the Third Party Supply Agreements.*;
- (bb) a new clause 18.3 is inserted as follows:
- 18.3** *The parties acknowledge that the Customer will provide to the Contractor copies of all parts of Third Party Supply Contracts that the Customer reasonably considers are required from time to time for the Contractor to perform its obligations under this clause 18. The Customer agrees that the Contractor is not responsible or liable for any failure to perform its obligations under this clause 18 to the extent it is unable to do so because the Customer has not provided the relevant content of any Third Party Supply Contract that would be required for the Contractor to perform that obligation.*;
- (cc) clause 21 is deleted and replaced with '*Not used.*';
- (dd) in clause 23.2(a) the following words are inserted after 'Customer Environment', '*Customer Supplied Items, Contractor Delivered Software*';
- (ee) clause 31.2(b) is deleted and replaced with '*any other rights of the Customer under the Customer Contract apply.*';
- (ff) in clause 32:
- i. each reference to 'Contract Variation' is deleted and replaced with '*Change Request*'; and
 - ii. each reference to 'Charges' is deleted and replaced with '*Contract Price*';
- (gg) in clause 32.1(a)(ii) the words 'varied Change Management Services' are deleted and replaced with '*the change*';
- (hh) in clause 32.1(a)(iii) the words 'Customer's Standard' are deleted;
- (ii) in clause 32.1(b) the words 'additional Charges' are deleted and replaced with '*changes to the Contract Price*';
- (jj) in clause 32.1(b)(ii) the word 'Charging' is deleted and replaced with '*charging*'; and
- (kk) clause 36 is deleted in its entirety and replaced with '*Not used*'.

PART B: OTHER ADDITIONAL CONDITIONS

6. Definitions

6.1 In the Additional Conditions in this Part B:

Business Change means:

- (a) any Divestiture; or
- (b) any Restructure of the Customer, or any consolidation (including the performance of common functions) of the Customer or any part of the Customer with any other entity, including a State-owned corporation.

Customer Data means:

- (a) data, information and other materials provided to, or generated by, the Contractor relating to the Customer or any other Agency or any of their operations, facilities, customers, Personnel, assets and programs (**Raw Data**); and
- (b) data, information and other materials in any format whatever generated, stored, processed, retrieved, printed or produced by or on behalf of the Contractor utilising the Raw Data in any format whatever generated, stored, processed, retrieved, printed or produced.

Customer Environment means the combination of hardware, software, systems and network infrastructure and services used by the Customer from time to time.

Divestiture means any sale or divestiture of all or part of the Customer, its business or other assets, in whatever form (including by way of an initial public offering of shares).

Interfacing Contractor means a person who supplies goods, services or other inputs with whom the Contractor must interface or interact to supply the Deliverables or otherwise as part of completing the project described in the PIPP, and includes the Key Contractors.

Key Contractor means each of the following:

- (a) the IMS Contractor (that is, Frequentis Australasia Pty Ltd);
- (b) the CIMS Contractor (that is, Thales Australia Limited);
- (c) the DTTS Contractor, (that is Quintiq Pty Ltd); and
- (d) any other person the Customer and the Contractor may agree in writing from time to time by way of a Change Request, is a 'key contractor'.

Relevant Entity means any entity or organisation to which all or part of the Customer that is sold or divested, or with which the Customer is merged or consolidated as a result of a Divestiture.

Restructure means any restructure, dissolution, merger, transfer of any or all of its assets, Personnel, and liabilities, in respect of all or any part of the Customer's business or operations.

RFP means the request for proposals titled 'No WS178494 Rail Operations Centre (ROC) Technology Solution' dated 7 July 2014.

ROC Technology Solution has the meaning given to it in the PIPP.

Transition Out means the transfer of responsibility for the supply of the Deliverables to the Customer or a third party designated by the Customer.

Transition Out Period has the meaning given to that term in clause 38.1 of these Additional Conditions.

Transition Services means any transition services that the Customer is required to supply relating to a Business Change.

- 6.2** All other capitalised terms in this Part B of these Additional Conditions have the meaning given to them in Part 3 of the Customer Contract.

7. Benefit of knowledge assets

- 7.1** The Contractor must do all things necessary to ensure that the Customer benefits from access to the Contractor's knowledge assets developed and captured through the Contractor's work globally, including by giving the Customer:

- (a) the opportunity to attend and participate at all of the Contractor's strategic information technology and customer forums, including the Customers:
 - i. customer advisory councils; and
 - ii. research and development and other technical forums; and
- (b) access to, and an ability to comment on, the Contractor's internal technology roadmaps showing new technologies that it or its Subcontractors are developing, emerging trends in the industry and its development concepts.

8. Interfaces, methodologies and tools

INTERFACES

- 8.1** The Contractor must design, supply and develop the interfaces between the Applications or between the System (or the Applications) and the Customer Environment and:
- (a) develop each interface in a way that will enable the interface to accommodate subsequent Updates and New Releases of the software to which the interface relates (including updates and new releases for the Applications to which it relates); and
 - (b) make each interface it develops capable of being used as the basis for interfaces between Application or System (as applicable) and other software.

METHODLOGIES

- 8.2** The Contractor must supply the Deliverables in accordance with the methodologies specified in the PIPP.

TOOLS

- 8.3** The Contractor must:

- (a) advise the Customer in writing of all software tools used in the performance of the Services where such tools are necessary for ongoing enhancement or maintenance of the Deliverables; and
- (b) if requested to do so by the Customer, licence those software tools to the Customer on terms equivalent to the terms of the Customer Contract, or procure a licence for the Customer for those software tools.

9. Requirements

9.1 The Contractor must:

- (a) ensure the Deliverables and Services it supplies under the Customer Contract are consistent with, and are based on, the PIPP and the SLA and meet the Contract Specifications; and
- (b) supply Deliverables for the System which ensures that:
 - i. each Application integrates and interoperates with each other Application so that the System meets the requirements for the System specified in the PIPP or the Contract Specifications;
 - ii. the System meets all of the requirements specified for the System in the PIPP or the Contract Specifications; and
 - iii. the System integrates and interoperates with the Customer Environment:
 - (A) as described in the PIPP or the Contract Specifications; and
 - (B) without causing any outage, interruption or degradation of any component of the Customer Environment;
- (c) design the System in a manner that minimises the effort required to have the System or any of the Applications modified or integrated with other software at a later date.

10. Approval of Documents

APPLICATION

10.1 The process in this clause 10 applies to all Deliverables that are Documents.

SUBMISSION

10.2 The Contractor must submit all Deliverables which are Documents for approval in accordance with this clause 10 by the applicable date for that Deliverable specified in the PIPP.

10.3 AAD for a Document will occur on the date on which that Document is approved in accordance with this clause 10.

APPROVAL

10.4 The Customer must, within 15 Business Days after a Document is submitted to the Customer (or any alternative timeframe agreed between the Parties in writing), review that Document and give the Contractor a Notice in Writing specifying that:

- (a) the Document meets the Contract Specifications and the Customer approves the Deliverable; or
- (b) the Document does not meet the Contract Specifications and the Customer requires amendments to the Document, in which case the Customer must specify those amendments in the Notice in Writing.

10.5 If the Customer gives the Contractor a Notice in Writing requiring amendments to a Document under clause 10.4(b) of these Additional Conditions, the Contractor must, within 5 Business Days (or any alternative timeframe agreed between the Parties in writing), prepare a revised version of the Document which addresses all of the amendments required by the Customer.

10.6 The Parties must repeat the process in this clause 10 until the Customer approves each Document in accordance with clause 10.4 of these Additional Conditions or the Customer gives the Contractor a Notice in Writing in accordance with clause 10.7 of these Additional Conditions.

TERMINATION

10.7 If the Customer gives a Notice in Writing under clause 10.4(b) of these Additional Conditions 3 or more times for a Document, the Customer may terminate the Customer Contract to the extent it relates to that Deliverable and any related or dependent Deliverables supplied, or to be supplied, under the Customer Contract, with immediate or later effect, by giving the Contractor a Notice in Writing.

REFUND

10.8 If the Customer exercises its right under clause 10.7 of these Additional Conditions, the Contractor must, within 10 Business Days after receiving the Notice in Writing, refund to the Customer all amounts paid by the Customer in connection with the component of the Customer Contract that has been terminated.

11. Background checks

CONTRACTOR CHECKS

11.1 If requested by the Customer, or otherwise required by a Customer policy specified in the Order Documents the Contractor must:

- (a) conduct background checks on the Contractor's Personnel in the performance of the Customer Contract as and when required by the Customer or as specified in the applicable Customer policy; and
- (b) not use any Personnel in the performance of the Customer Contract who do not meet the requirements specified by the Customer (acting reasonably) from time to time, including in an applicable Customer policy (**Customer Personnel Requirements**), unless otherwise directed by the Customer.

11.2 The Contractor must give the Customer the results of any background checks it conducts under clause 11.1 of these Additional Conditions within 2 Business Days of receipt.

CUSTOMER CHECKS

11.3 The Customer may at any time:

- (a) carry out the background checks referred to in clause 11.1 of these Additional Conditions itself; and

- (b) conduct such other investigations and background checks as the Customer considers appropriate,

(Customer Checks).

- 11.4** From time to time the Customer may (acting reasonably) request assistance relating to the Customer Checks. The Contractor must provide all assistance relating to the Customer Checks requested by the Customer promptly after the Contractor receives that request.
- 11.5** If a Customer Check shows that a member of the Contractor Personnel does not meet the Customer Personnel Requirements, the Customer must advise the Contractor as soon as possible.

CONSENT

- 11.6** The Contractor must obtain all necessary consent from Contractor Personnel to enable:
- (a) the Contractor and the Customer to conduct the checks or investigations under clauses 11.1 and 11.2 of these Additional Conditions; and
 - (b) the Contractor to provide the results of its checks or investigations to the Customer.
- 11.7** If the Contractor is unable to obtain a consent required under clause 11.6 of these Additional Conditions from a person, then, unless the Customer agrees otherwise in writing, the Contractor must:
- (a) not engage that person to perform, or remove that person from performing, the Contractor's obligations under the Customer Contract; and
 - (b) provide a replacement for that person who is acceptable to the Customer within 2 Business Days after the date on which it became aware of that issue.

REMOVAL AND REPLACEMENT

- 11.8** If:
- (a) a check performed by the Contractor or a Customer Check performed by the Customer shows that a member of the Contractor Personnel does not meet the Customer Personnel Requirements; and
 - (b) that person is engaging in the supply of the Deliverables or the performance of the Contractor's obligations under this Customer Contract,
- (Relevant Person)** the Contractor must immediately:
- (c) remove that Relevant Person from the supply of the Deliverables or the performance of the Contractor's obligations under this Customer Contract; and
 - (d) withdraw and remove all access that the Relevant Person has to the Customer Data, Customer Supplied Items, Customer software or systems or the Sites.
- 11.9** If the Contractor is required to remove a Relevant Person in accordance with clause 11.8 of these Additional Conditions, the Contractor must replace that Relevant Person:
- (a) with a member of the Contractor Personnel who meets the requirements for the Contractor's Personnel specified in the Customer Contract; and

- (b) if the Relevant Person is one of the Specified Personnel, with a member of the Contractor Personnel who is approved by the Customer in accordance with clause 8.9 of Part 2 of the Customer Contract.

TERMINATION

- 11.10** If the Contractor breaches this clause 11, the Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables with immediate or later effect, by giving the Contractor a Termination Notice.

12. Personnel

SKILLS, EXPERIENCE

- 12.1** The Contractor must:

- (a) only use Personnel who:
 - (i) are suitably qualified, skilled and experienced to supply the Deliverables; and
 - (ii) have received training on the applicable requirements for supplying the Deliverables, including compliance with all applicable Customer policies; and
- (b) ensure that all Contractor Personnel involved in the supply of the Deliverables are fluent in, and communicate with the Customer in, English.

REPLACEMENT PERSONNEL

- 12.2** The Customer (acting reasonably) may at any time request the Contractor to replace any member of the Contractor Personnel stating the reasons for the requirement.

- 12.3** If the Customer makes a request under clause 12.2 of these Additional Conditions, the following procedure will apply:

- (a) if the reason for the request is due to:
 - i. a contravention of a Statutory Requirement, another law or a Customer policy by that member of the Contractor Personnel;
 - ii. a breach of the work health and safety obligations or other act or omission by that member of the Contractor Personnel that endangered the health or safety of any person on a premises, Site, facility or other location owned, leased or operated by the Customer; or
 - iii. serious misconduct by that member of the Contractor Personnel,

the Contractor must immediately remove that member of the Contractor Personnel from the supply of the Deliverables or the performance of the Contractor's obligations under the Customer Contract;

- (b) for any other reason, the Contractor must:
 - i. promptly meet with the Customer and discuss its concerns; and
 - ii. if, after those discussions, the Contractor cannot demonstrate to the Customer's satisfaction (acting reasonably) that it is able to address the

Customer's concerns in a reasonable timeframe, replace that member of the Contractor Personnel; and

- (c) if the Contractor is required to replace a member of the Contractor Personnel in accordance with this clause 12.3 it must ensure that:
- i. where that replacement relates to Specified Personnel, the person is approved by the Customer in accordance with clause 8.9 of the Customer Contract;
 - ii. to the extent possible, there is a sufficient handover between the original member of the Contractor Personnel and the replacement so that the replacement is fully aware of the Deliverables and the Customer's requirements in connection with the Customer Contract (at no cost to the Customer); and
 - iii. it withdraws and removes all access that the member of the Contractor Personnel being replaced has to the Customer Data, CSI, Customer software or systems or the Sites on the date on which that member of the Contractor Personnel was removed.

12.4 If the Contractor breaches clause 12.3 of these Additional Conditions the Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor a Termination Notice.

13. Sites

13.1 The Contractor must supply the Deliverables to or at the sites specified in the PIPP or the SLA. Each of these sites will be a 'Site' for the purposes of the Customer Contract.

14. Restrictions relating to locations of performance

14.1 The Contractor must not:

- (a) supply any of the Deliverables from or at; or
- (b) store, access, send, transfer or make accessible, any of the Customer Data at, to or from,

a location outside of New South Wales unless:

- (a) that location is specified in the PIPP; or
- (b) the Contractor has the prior written consent of the Customer (which the Customer may withhold or grant in its absolute discretion).

14.2 If the Customer provides the Contractor with consent under clause 14.1 of these Additional Conditions, the Contractor must comply with any conditions imposed by the Customer.

15. Service warranties

15.1 In addition to any other obligations of the Contractor under the Customer Contract, the Contractor warrants and represents that:

- (a) all Deliverables which are Services will be supplied in a safe and efficient manner and to the best of the Contractor's skill and knowledge; and
- (b) it has the necessary knowledge and resources to supply the Deliverables.

16. Fitness for purpose

16.1 In addition to any other Contract Specifications set out in the Customer Contract, the Contractor must ensure that each Deliverable is fit for the purposes for which it was supplied, including any purposes specified in the PIPP.

17. Governance

17.1 Each Party must comply with the governance procedures specified in the PIPP, for the Deliverables described in the PIPP.

18. Multi-sourcing and co-operation

18.1 The Contractor, must establish relationships and arrangements with all other Interfacing Contractors through which they:

- (a) work together;
- (b) co-ordinate their activities;
- (c) co-operate fully and comprehensively with each other;
- (d) interface their operations in a manner which is seamless;
- (e) integrate the services they each supply;
- (f) establish integrated processes which preserve their responsibility for the services they supply and ensure delivery of service level requirements; and
- (g) agree the scope of obligations and interactions needed to minimise the need for the Authority to be involved in resolving service problems or managing their relationship,

(Integration Outcomes).

18.2 The Contractor must:

- (a) provide the Customer and each Interfacing Contractor (as applicable) all co-operation and assistance requested by the Customer or an Interfacing Contractor (as applicable), including by:
 - i. working with the Customer and Interfacing Contractors to facilitate the discharge of end-to-end service obligations and the meeting or exceeding of end-to-end requirements; and
 - ii. providing the Customer and each Interfacing Contractor with access to materials and other resources; and
- (b) do all other things necessary, to achieve the Integration Outcomes and to ensure that all services and deliverables (including the Deliverables) supplied to the Customer by

the Contractor and each Interfacing Contractor, are supplied in a coordinated, effective and timely manner.

18.3 The Contractor:

- (a) acknowledges and agrees that any disputes between the Contractor and an Interfacing Contractor (**IC Disputes**) are to be resolved as far as possible without the need for the Customer's intervention; and
- (b) an IC Dispute must be reported to, and escalated to, the Customer in accordance with the process set out in the PIPP if it continues for more than 5 Business Days.

18.4 During the course of any IC Dispute, the Contractor must continue working with the Interfacing Contractors to maintain continuity of the Deliverables and the services and deliverables supplied by the Interfacing Contractor, regardless of responsibility.

19. Management of Key Contractors

MANAGEMENT OBLIGATIONS

19.1 The Contractor acknowledges and agrees that the Customer has entered into contracts with one or more Key Contractors.

19.2 Without limiting any other obligations under the Customer Contract, the Contractor must:

- (a) organise, coordinate and otherwise manage each Key Contractor to ensure that they provide the inputs necessary, as and when necessary, for the Contractor to perform its obligations under the Customer Contract, including as described in the PIPP;
- (b) organise, coordinate, manage, check and validate the services and deliverables supplied by a Key Contractor;
- (c) where necessary to perform its obligations under the Customer Contract, incorporate those services and deliverables into the Deliverables that the Contractor supplies under the Customer Contract, including the detailed design for the System as described in the PIPP;
- (d) take all reasonable steps to ensure that the services and deliverables supplied by the Key Contractors are performed efficiently and represents value for the Customer;
- (e) not do (or fail to do) anything that would prejudice or cause the Customer to breach its contract with any of the Key Contractors; and
- (f) in performing its obligations to manage the Key Contractors, act in the Customer's best interests.

19.3 If a dispute has arisen, or a Key Contractor has breached its obligations under its contract with the Customer (**Issue**), the Contractor must immediately give the Customer Notice in Writing specifying the nature of the Issue.

19.4 The Contractor's obligation to give the Customer notice under clause 19.3 does not relieve the Contractor from performing, and the Contractor must continue to perform its obligations under clause 19.2.

19.5 The Contractor will not be liable to pay the Key Contractors all or any part of the amounts payable by the Customer to those Key Contractors under their contracts with the Customer.

PROCESS FOR ENDORSEMENT AND APPROVAL OF KEY CONTRACTOR DELIVERABLES

19.6 For each deliverable that a Key Contractor supplies under its contract with the Customer (each a **Key Contractor Deliverable**):

- (a) the Contractor must check and validate that the Key Contractor Deliverable is correct and meets the requirements for that deliverable specified in the contract under which it is was supplied in accordance with clause 19.2(b);
- (b) if the Contractor is of the opinion that the Key Contractor Deliverable is not correct or does not meet any of the applicable requirements specified in the contract under which it was supplied, the Contractor must:
 - i. advise the Customer of that fact; and
 - ii. unless otherwise directed by the Customer, give the Key Contractor a Notice in Writing on behalf of the Customer specifying the amendments that are required to be made to the Key Contractor Deliverable; and
- (c) if the Contractor is of the opinion that the Key Contractor Deliverable is correct and meets all of the applicable requirements specified in the contract under which it was supplied, the Contractor must give the Customer a Notice in Writing:
 - i. specifying that is the case; and
 - ii. recommending that the Customer endorse the Key Contractor Deliverable.

19.7 If:

- (a) the Contractor gives the Customer a Notice in Writing under clause 19.6(c); and
- (b) despite the Contractor's recommendation to endorse a Key Contractor Deliverable, the Customer gives the Contractor a Notice in Writing requiring the Contractor to request amendments to that Key Contractor Deliverable,

the Contractor must give the Key Contractor a Notice in Writing, specifying the amendments that are required to be made to the Key Contractor Deliverable.

19.8 If the Customer endorses a Key Contractor Deliverable in writing, the Contractor must give the Key Contractor a Notice in Writing on behalf of the Customer, approving that Key Contractor Deliverable on behalf of the Customer.

19.9 The Customer appoints the Contractor as its agent to issue notices under a contract with a Key Contractor approving, or requiring amendments to, Key Contractor Deliverables as required under clause 19.6 of these Additional Conditions.

19.10 The Contractor must:

- (a) perform its obligations under clauses 19.6, 19.7 and 19.8 of these Additional Conditions; and
- (b) manage the Customer so that it responds in sufficient time to allow the Contractor to approve, or require amendments to, a Key Contractor Deliverable,

within the timeframes required for the Customer to do so under the applicable contract with the Key Contractor.

- 19.11** The Contractor must ensure that any notices that the Contractor gives on behalf of the Customer under clauses 19.6, 19.7 and 19.8 are given in accordance with, and meet the notice requirements set out in, the contract between the Customer and the applicable Key Contractor.

20. Customer Supplied Items

20.1 The Contractor must:

- (a) comply with the terms of all contracts with a third party relating to Customer Supplied Items (each a **CSI Contract**) and not do, or fail to do, anything that would cause the Customer (or any other Agency) to breach the terms of a CS Contract or otherwise incur any liability under a CSI Contract; and
- (b) comply with all of the Customer's policies and procedures that apply to the Customer Supplied Items, as updated by the Customer from time to time.

21. Business Change

RIGHTS

21.1 The Contractor acknowledges and agrees that the Customer may by giving notice to the Contractor:

- (a) use the Deliverables (including for the benefit of a Relevant Entity);
- (b) sublicense or permit one or more persons to use any of the Deliverables;
- (c) assign some or all of its rights under the Customer Contract to one or more persons;
- (d) novate all or part of the Customer Contract to one or more persons; or
- (e) require the Customer to supply one or more of the Deliverables directly to any other Relevant Entity,

for any one or more of the following purposes:

- (f) providing the Transition Services to a Relevant Entity;
- (g) facilitating or implementing a Business Change; and
- (h) facilitating the provision of services:
 - i. by the Customer to or for the benefit of one or more Relevant Entities; or
 - ii. by one or more persons to, or for, the benefit of the Customer.

21.2 The Contractor consents to any novation or assignment notified to the Contractor in accordance with clause 21.1 of these Additional Conditions.

CONTRACTOR FACILITATION

21.3 The Contractor must, on request by the Customer, do all things reasonably necessary:

- (a) to facilitate a Business Change; and

- (b) to give effect to or implement any of the arrangements contemplated in clause 21.2 (including promptly executing all necessary documents and granting all necessary rights).

DISCLOSURE

- 21.4** In addition to any other rights that the Customer has under the Customer Contract, the Customer may disclose the terms of the Customer Contract and any Confidential Information of the Contractor:
- (a) to any department or office of the State of New South Wales or other Agency;
 - (b) to any Relevant Entity or proposed Relevant Entity; or
 - (c) to any adviser or personnel of any such person specified in clauses 21.4(a) or 21.4(b) of these Additional Conditions.

22. Audit

APPLICATION AND INTERPRETATION

- 22.1** The right to conduct an audit under this clause 22 of these Additional Conditions is in addition to, and does not derogate from any other audit or inspection rights that the Customer may have under the Customer Contract.

RECORD KEEPING

- 22.2** The Contractor must maintain the records referred to in clause 23.4 of Part 2 of the Customer Contract until the date which is 7 years after the Customer Contract expires or is terminated.

RIGHT TO AUDIT

- 22.3** The Customer may, at any time during the Contract Period or the period which is 7 years after the Customer Contract expires or is terminated, conduct an audit for one or more of the following purposes:
- (a) to assess the Contractor's performance and compliance with the Customer Contract;
 - (b) to assess the accuracy of the invoices given by the Contractor under the Customer Contract;
 - (c) to assess Contractor's quality management system;
 - (d) to assess Contractor's work health and safety system;
 - (e) to assess competencies of the Contractor's Personnel, applicable licences and certifications and other relevant factors; or
 - (f) to otherwise meet any applicable contractual, regulatory, governmental or management requirements,

by giving a Notice in Writing (**Audit Notice**) to the Contractor a reasonable time prior to the date on which the audit will commence.

- 22.4** If the Customer gives the Contractor an Audit Notice, the Contractor must give the Customer and its Personnel (including external auditors):

- (a) full access:
 - i. to all sites, facilities and other resources (including Personnel) used by the Contractor or its Personnel to perform its obligations under the Customer Contract; and
 - ii. to all of the records maintained under clause 23.4 of Part 2 of the Customer Contract and other information relating to the Customer Contract (whether located in Australia or elsewhere); and
- (b) all assistance reasonably required by the Customer and its Personnel to conduct the audit.

COPIES OF RECORDS AND INFORMATION

- 22.5** The Customer may take copies of any records or other information it reviews as part of an audit.

COSTS

- 22.6** Each Party will be responsible for its own costs of exercising its right under, or complying with, this clause 22 of these Additional Conditions.

SURVIVAL

- 22.7** This clause 22 of these Additional Conditions survives termination or expiry of the Customer Contract.

23. Inspections

APPLICATION AND INTERPRETATION

- 23.1** The right to conduct an inspection under this clause 23 of these Additional Conditions is in addition to, and does not derogate from any other audit or inspection rights that the Customer may have under the Customer Contract.

INSPECTIONS

- 23.2** The Customer may, at any time during the Contract Period:

- (a) inspect the sites, facilities or other resources used by the Contractor or its Personnel to supply the Deliverables; or
- (b) attend the Contractor's or any of its Personnel's sites or facilities used to supply the Deliverables and observe the supply of the Deliverables,

by giving the Contractor a Notice in Writing (**Inspection Notice**) to the Contractor a reasonable time prior to the date on which the inspection will commence.

- 23.3** If the Customer gives the Contractor an Inspection Notice, the Contractor must give the Customer and its Personnel:

- (a) access to its, or its Personnel's, sites, facilities and other resources specified in the inspection Notice; and
- (b) all assistance reasonably required by the Customer and its Personnel to conduct the inspection.

COSTS

- 23.4 Each Party will be responsible for its own costs of exercising its right under, or complying with, this clause 23 of these Additional Conditions.

24. Engagement and RFP

RFP

- 24.1 The Contractor acknowledges and agrees that:
- (a) the RFP was for the design, implementation and support of the System;
 - (b) the Contractor submitted a response to the RFP to perform the role of system integrator for the System;
 - (c) despite the Parties entering into this Customer Contract, the Customer has not completed or awarded the other components of the RFP (**Other RFP Components**); and
 - (d) nothing in the Customer Contract affects, or makes any representation relating to, the Other RFP Components and the Customer may award part or all of the Other RFP Components to the Contractor, any other person or any combination of them.
- 24.2 The Customer excludes any and all liability to the Contractor relating to the outcome of the RFP (including if the RFP is awarded to another person).
- 24.3 The Contractor releases the Customer from any and all claims that the Contractor may have against the Customer relating to the RFP. The Customer may plead this clause 24.3 in bar to any proceedings commenced by the Contractor relating to the RFP.

25. Exchange of information between Agencies

- 25.1 The Customer may disclose, communicate or make available, any information concerning the Contractor or relating to the Customer Contract (including any Confidential Information of the Contractor) to one or more Agencies.
- 25.2 The Contractor acknowledges and agrees that:
- (a) information about the Contractor from any source, including reports of performance, may be taken into account by Agencies (including the Customer) considering whether to offer the Contractor future opportunities for other work; and
 - (b) the communication of such information to any NSW government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW).
- 25.3 The Contractor releases and indemnifies the Customer, all other Agencies and the State of New South Wales from and against any claim in respect of any matter arising out of any disclosure or any communications contemplated in this clause 25 (**Released Matters**). The Customer may plead this clause 25.3 in bar to any proceedings commenced by the Contractor relating to the Released Matters.

26. GIPAA

- 26.1** The Contractor acknowledges that the Customer may be required to publish certain information concerning this Customer Contract in accordance with sections 27 to 35 of the *Government Information (Public Access) Act 2009* (NSW).
- 26.2** If the Contractor reasonably believes that any part of the Customer Contract contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Contractor must immediately advise the Customer in writing, identifying the provisions and providing reasons so that the Customer may consider seeking to exempt those provisions from publication.
- 26.3** Within three days of receiving a written request from the Customer, the Contractor must (at no cost to the Customer) provide the Customer with immediate access to information referred to in section 121(1) of the *Government Information (Public Access) Act 2009* (NSW) (but excluding information referred to in section 121(2) of the *Government Information (Public Access) Act 2009*) contained in records held by the Contractor, in the format and using the medium, reasonably required by the Customer. This is a fundamental term of this Customer Contract.

27. Licence rights and open source software

- 27.1** If the Contractor supplies any software as part of, or as an output of, any Services, the Intellectual Property Rights in which is not assigned under clause 13.10 of Part 2 of the Customer Contract or licensed under the terms of Module 3, the Contractor grants to the Customer a non-exclusive, royalty free, perpetual, irrevocable licence to:
- (a) install, run and use the that software for its business purposes;
 - (b) reproduce and copy that software as required to install, run and use the software or for any backup, archive or security purposes; and
 - (c) sublicense any person to exercise any of the rights specified in clauses 27.1(a) or 27.1(b) of these Additional Conditions for the Customer's business purposes or to otherwise supply services to the Customer.
- 27.2** The Deliverables must not incorporate open source software in any software that is a Deliverable, unless otherwise approved by the Customer in writing.
- 27.3** If the Customer approves the incorporation of open source software in a Deliverable:
- (a) the Parties agree that the open source software will be licensed under the terms of Module 3 of the Customer Contract as 'Licensed Software'; and
 - (b) the Contractor must ensure that the use or modification of that open source software will not result in an obligation to, disclose, licence or otherwise make available any part of the System, Customer Supplied Items or the Customer Environment or any other part of the Customer's Confidential Information to any third party.

28. Additional licence rights

- 28.1** In addition to any other rights granted under the Customer Contract, if the Deliverables are, or incorporate, any of the Contractor's Existing Material, on and from the date on which they are supplied, the Contractor grants the Customer a non-exclusive, irrevocable, royalty-free licence:

- (a) to use, reproduce and adapt the Contractor's Existing Material for its internal business purposes; and
 - (b) to sublicense any other person to use, reproduce and adapt the Contractor's Existing Material for the Customer's internal business purposes, including to supply services and deliverables to the Customer.
- 28.2** In addition to any other rights granted under the Customer Contract, if the Deliverables are, or incorporate, any third party's Existing Material:
- (a) on and from the date on which they are supplied, the Contractor grants the Customer a non-exclusive, irrevocable, royalty-free licence:
 - i. to use, reproduce and adapt the third party's Existing Material for its internal business purposes; and
 - ii. to sublicense any other person to use, reproduce and adapt the third party's Existing Material for the Customer's internal business purposes, including to supply services and deliverables to the Customer; and
 - (b) no additional fees, charges, terms or conditions to those specified in the Customer Contract will apply to that third party's Existing Material.
- 28.3** The Contractor warrants that it has all rights, licences, consents and other approvals necessary to grant the licenses in clauses 28.1 and 28.2 of these Additional Conditions.

29. Liability to Agencies and the State of New South Wales

- 29.1** The Contractor acknowledges and agrees that the Customer holds the benefit of the Contractor's obligations, the Customer's rights and any release or indemnity under the Customer Contract as principal and on trust for each of the other Agencies and the State of New South Wales (as if the obligation, right, release or indemnity had been expressed to be for the benefit of them directly).
- 29.2** If another Agency or the State of New South Wales suffers losses as a result of one or more acts or omissions of the Contractor or any of its Personnel relating to the performance, non-performance, termination of the Customer Contract by the Customer other than termination for convenience pursuant to clause 25.3 of the Customer Contract or Contractor termination of the Customer Contract, the Customer will be able to recover those losses from the Contractor:
- (a) as if the losses were suffered or incurred by the Customer itself;
 - (b) to the extent that losses would have been capable of being recovered by the Customer had the Customer suffered those losses; and
 - (c) subject to the limitations and exclusions of liability set out in the Customer Contract.

30. Destruction of information

- 30.1** Notwithstanding clause 22.2 of these Additional Conditions, the Contractor must, and must ensure that all of its Personnel, destroy or return:
- (a) all Confidential Information of the Customer; and
 - (b) all other Customer Data (including any Personal Information),

that is in its, or any of its Personnel's, possession or control:

- (c) within 5 Business Days of a request from the Customer to do so; or
- (d) on termination or expiry of the Customer Contract.

30.2 This clause 30 survives termination or expiry of the Customer Contract.

31. Defect rectification

APPLICATION AND INTERACTION WITH OTHER PARTS OF THE CUSTOMER CONTRACT

31.1 This clause 31 of these Additional Conditions sets out the general warranty and Defect rectification process for the Deliverables.

BREACH OF SERVICE WARRANTY

31.2 If the Contractor breaches any warranty in relation to any of the Services, the Customer may (in addition to any other remedies it may have at law or under the Customer Contract) require the Contractor to supply the Services again at the Contractor's cost.

DEFECTS

31.3 Subject to clause 31.4 of these Additional Conditions, without limiting any of the Customer's rights under law or the Customer Contract, if at any time during the Warranty Period for a Deliverable (that is not a Service), the Contractor becomes aware, or the Customer advises the Contractor of a Defect in that Deliverable, the Contractor:

- (a) must do all things necessary to correct the Defect:
 - i. in accordance with the timeframes specified in the Customer Contract; or
 - ii. if no timeframe is specified in the Customer Contract, within 5 Business Days after the date on which the Defect was identified (or any alternative timeframe agreed between the Parties in writing); and
- (b) warrants that the replacement or repaired Deliverable will comply with the applicable warranties in the Customer Contract.

31.4 Clause 31.3 of these Additional Conditions does not apply to a Defect to the extent that any of the exceptions set out in clause 7.1 of Module 7 were the cause of that.

31.5 Clause 31.3 of these Additional Conditions does not apply where the Defect is due to a Key Contractor. Contractor will not be liable for the cost of replacing or correcting Defects caused by Key Contractors.

REMEDIES FOR SUPPLIER FAILURE TO CORRECT DEFECTS

- 31.6** Without limiting any of the Customer's rights under law or the Customer Contract, if the Contractor does not correct a Defect in accordance with clause 31.3, the Customer may do any one or more of the following:
- (a) require the Contractor to negotiate in good faith to agree a Change Request to the Customer Contract to provide a reduction in the Contract Price to reflect a diminution in value of the applicable Deliverable;
 - (b) either correct the Defect itself or using another supplier, in which case the Contractor must pay the costs and expenses suffered or incurred by the Customer in doing so within 30 days of a demand by the Customer to do so; and
 - (c) pursue any other remedy it may have at law or under the Customer Contract.

32. Viruses

PROTECTION AND SCANNING

- 32.1** The Contractor must, and must ensure that its Personnel:
- (a) use appropriate processes and up-to-date industry standard detection software (**Virus Software**) designed:
 - i. to prevent the introduction of Viruses into, and to detect and eliminate, Viruses from the Deliverables; and
 - ii. to prevent the introduction of Viruses into:
 - (A) the software or systems used by the Contractor or any of their Personnel in the course of supplying the Deliverables; or
 - (B) the Customer Environment or any Customer Supplied Items by the Contractor or a member of its Personnel; and
 - (b) prior to supplying a Deliverable that is susceptible to Viruses, scan the Deliverable using the Virus Software; and
 - (c) prior to connecting any devices (including laptops, flash drives, memory or other devices) to any software or systems used by the Customer, scan the device using the Virus Software.

GENERAL OBLIGATIONS

- 32.2** The Contractor must not, and must ensure that its Personnel do not:
- (a) supply a Deliverable if a Virus has been detected in that Deliverable, until the Contractor (or member of its Personnel) is certain that the Virus has been eliminated;
 - (b) connect any device on which a Virus has been detected to any software or system used by the Customer, until the Contractor (or member of its Personnel) is certain that the Virus has been eliminated; or
 - (c) introduce a Virus into a Deliverable or any software or system used by the Customer in the course of performing any of its obligations under the Customer Contract.

REMEDY

32.3 In addition to any other rights the Customer may have under the Customer Contract, if a Virus is introduced into a Deliverable or any of the Customer's software or systems:

- (a) by the Contractor or any of its Personnel;
- (b) as a result of the Contractor's or any of its Personnel's negligence; or
- (c) as a result of the Contractor breaching any of its obligations under clause 32.1 or 32.2 of these Additional Conditions or any other term of the Customer Contract,

the Contractor must pay the costs and expenses incurred by the Customer relating to:

- (d) identifying and removing the Virus; and
- (e) restoring any data lost, damaged or corrupted as a result of the Virus to the last backed-up version of that data and otherwise remedying the impact of the Virus.

33. Civil Liability Act and Liability

33.1 The Parties exclude the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

33.2 The limitations of liability and exclusions set out in clause 18 of Part 2 of the Customer Contract do not apply to the Contractor's liability for a breach of, or under, any of clauses 20, and 25.3 and 28.3 of these Additional Conditions or any obligations relating to the management of Key Contractors under the Customer Contract.

34. Cross-termination

34.1 The Customer may terminate the Customer Contract in its entirety or to the extent it relates to one or more Deliverables, with immediate or later effect, by giving the Contractor a Termination Notice if the Customer gives a termination notice for another Customer Contract with an Interfacing Contractor other than for convenience. If the Customer terminates the Customer Contract under this clause, the Contractor will be entitled to claim its costs of such termination in accordance with clause 25.4 of Part 2 of the Customer Contract.

35. Termination at the end of a Stage

35.1 The Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety at the end of a Stage in its sole and absolute discretion.

35.2 The Customer will pay the Contractor for amounts owing up to the date of a termination under clause 34.1, but the Customer will not be liable for any other amounts as a result of a termination under clause 34.1 of these Additional Conditions.

36. Termination for failing to pass the Acceptance Tests

36.1 If the Customer rejects a Deliverable under clause 10.12(e) of Part 2 of the Customer Contract, the Customer may give the Contractor a Termination Notice for the Customer Contract in its entirety or to the extent it relates to one or more Deliverables.

- 36.2** If the Customer gives the Contractor a Termination Notice under clause 36.1 the Contractor must refund all amounts paid for the Deliverables the subject of the Termination Notice within 10 Business Days after the date on which the Termination Notice is given.

37. Costs relating to a termination for convenience

- 37.1** If the Customer gives a Termination Notice under clause 25.3 of Part 2 of the Customer Contract, and the Contractor is entitled to recover liabilities, costs or expenses under clause 25.4 of Part 2 of the Customer Contract (**Termination Costs**), the Contractor may only do so to the extent that:
- (a) those Termination Costs are unavoidable and are directly, reasonably and necessarily incurred by the Contractor as a result of the termination;
 - (b) those Termination Costs have not already been recovered by the Contractor (including as part of the Contract Price);
 - (c) the Contractor substantiates that those costs have been or will be incurred to the Customer's satisfaction (acting reasonably);
 - (d) those costs relate exclusively to the Deliverables and would not have been incurred by the Contractor but for the termination; and
 - (e) the Contractor has not been able to mitigate those costs despite complying with its obligation under clause 25.3 of Part 2 of the Customer Contract.

38. Transition Out

TRANSITION OUT PERIOD

- 38.1** The Transition Out Period for a Deliverable (each a **Relevant Deliverable**) starts on the earlier of:
- (a) the date on which a Termination Notice is given for the Customer Contract the extent the Termination Notice relates to that Relevant Deliverable; and
 - (b) ends on the date on which the Customer gives the Contractor a Notice in Writing stating that the Transition Out is complete.

TRANSITION OUT PLAN

- 38.2** At the commencement of a Transition Out Period, the Parties must negotiate in good faith to agree as quickly as possible a plan for the Transition Out (**Transition Out Plan**) including:
- (a) the steps, tasks and activities required to complete Transition Out and timetable for those steps, tasks and activities;
 - (b) a resources inventory which sets out the resources required to supply the Relevant Deliverables; and
 - (c) the time at which, and circumstances in which, the Contractor will cease supplying the Relevant Deliverables.
- 38.3** If the Parties do not reach agreement on the Transition Out Plan within 15 Business Days (or as otherwise agreed in writing between the parties) after commencement of the applicable Transition Out Period, the Contractor must provide the assistance required by the Customer

(acting reasonably), at the times required by the Customer (acting reasonably). The directions issued by the Customer under this clause will collectively constitute the Transition Out Plan.

38.4 The Contractor may not charge any amounts for preparing a Transition Out Plan.

TRANSITION OUT ASSISTANCE

38.5 During a Transition Out Period, the Contractor must:

- (a) perform all of the steps, tasks and activities allocated to the Contractor as the Contractor's responsibility in the Transition Out Plan at the times and in the manner specified in the Transition Out Plan;
- (b) provide any other assistance, and perform all other steps, tasks and activities, required by the Customer or any nominee of the Customer (acting reasonably) to complete the Transition Out;
- (c) to the extent that the Relevant Deliverables are Non-Recurring Services:
 - i. deliver to the Customer copies of all work in progress relating to Relevant Deliverables that have been created or developed (**WIP**); and
 - ii. permit (including granting all necessary licences and providing all necessary training) the Customer and its Personnel to use the Contractor's methodologies to the extent necessary to allow the Customer and its Personnel to complete WIP; and
- (d) provide any training required by the Customer to permit the Customer or any members of its Personnel to understand the Relevant Deliverables (and in the cause of any WIP, to use and further develop that WIP),

(Transition Out Assistance).

38.6 Within 10 Business Days after the date on which the Transition Out Period commences (or such later date as agreed between the Parties in writing), the Contractor must (to the extent it has not already done so) give the Customer the most up to date copy of the Source Code Materials for any developed software.

38.7 To the extent that the Customer does not own the Intellectual Property Rights in the Source Code Materials, the associated developed software or any combination of both, on and from the date which the Transition Out Period commences the Contractor grants to the Customer a non-exclusive, perpetual, irrevocable, royalty-free licence to:

- (a) modify and adapt the developed software to which those Source Code Materials relate for its business purposes;
- (b) use, modify, adapt and reproduce those Source Code Materials as the Customer requires for its business purposes; and
- (c) sublicense any person to exercise any of the rights specified in clauses 38.7(a) or 38.7(b) of these Additional Conditions for the Customer's business purposes or to otherwise supply services to the Customer.

COSTS FOR TRANSITION OUT

38.8 The Customer is not obliged to pay any amount for the Transition Out Assistance:

- (a) to the extent it can be supplied using the same Personnel that the Contractor uses to supply the Relevant Deliverables or any other Deliverables; or

- (b) if the Customer gave the Contractor a Termination Notice for cause under any of clauses 6.34 or 25.2 of Part 2 of the Customer Contractor, clauses 11.10 or 36 of these Additional Conditions or otherwise as a result of an act or omission of the Contractor or any of its Personnel.

38.9 If clause 38.8 of these Additional Conditions does not apply, the Customer must pay for any Personnel required by the Contractor to supply the Transition Out Assistance which are in addition to the Personnel the Contractor uses to supply the Deliverables. The Price for that Transition Out Assistance will either be:

- (a) agreed and set out in the Transition Out Plan; or
- (b) calculated on a time and materials basis using rates approved by the Customer in writing up to a maximum approved by the Customer in writing.

39. Access to Site

39.1 The Contractor must comply with all of the Customer's policies and procedures that apply to the Site, as updated by the Customer from time to time.

40. Changes in Laws

40.1 If the Contractor is required to comply with any Laws under the Customer Contract, the Contractor must comply with those Laws as they exist from time to time.

40.2 The Contractor must comply with clause 40.1 at its own cost unless the change in Law affects only the rail industry. If the change in Law affects only the rail industry, the Contractor may submit a contract variation if the change in Law results in material additional costs to the Contractor in the provision of the Services under the Customer Contract.

40.3 "Laws" for purposes of this clause 40 include Statutory Requirements, statutes, regulations, by-laws, ordinances or subordinate legislation, standards and codes of conduct, in each case applicable to the Services or Deliverables.

Schedule 12: PIPP

1. Introduction

- 1.1 The Customer is establishing a new Rail Operations Centre (**ROC**).
- 1.2 The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site (or a site as nominated by the Customer) which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
- 1.3 The Project includes the design, installation, testing and implementation of the System, which includes the development of the Applications. These Applications include:
- a) REM IMS provided by Frequentis;
 - b) CIMS provided by Thales; and
 - c) DTTS provided by Quintiq Pty Ltd,
(**Key Contractors**).
- 1.4 The Customer has engaged the Contractor as its systems integrator, responsible for integrating the System and acting as the Customer's agent to oversee the technical management of the System.
- 1.5 The Parties acknowledge that this Customer Contract has been developed as follows:
- a) an ECI Contract was entered into by the Parties on or around 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO;
 - b) on or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the Project that was developed in the ECI Contract;
 - c) Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract;
 - d) Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract;
 - e) Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Seconded; and
 - f) Change Request 4 to this Customer Contract was executed shortly prior to Change Request 5 to incorporate interim Detailed Design (Release 3) services for DTTS.
 - g) Change Request 5 to this Customer Contract will be executed shortly after Change Request 4 to incorporate all work from Detailed Design of Release 1 and Release 2 through to testing and implementation of Release 1 and Release 2 and an interim phase for Detailed Design Phase for Release 3.
- 1.6 The current scope of this PIPP (implemented by Change Request 5) covers from Detailed Design for Release 1 and Release 2, through to the build, test and deployment of Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3.
- 1.7 By implementing the System the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
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Ajilon Implementation PIPP (CR6)

Objective	SMART Criteria
<p>Reduced delay times and improved confidence in rail: Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.</p>	<p>Reduced Initial Delay: Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.</p>
<p>Increased operational performance and opportunity for timetable enhancements: Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay: Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the services back to normal following the resolution of an incident. This will place less demands on timetable recovery margins.</p> <p>The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays: Improving the customers' ability to make decisions about their transport options.</p>	<p>Reduced Customer Perceived Delay: Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the customers' perceived time of their journeys by 11% by 2018.</p>
<p>Better realising the benefits of future investments in rail capacity: Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.</p>	<p>Creation of a flexible, scalable network control function: The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC infrastructure design requirements.</p>
<p>A new world-class operating centre and culture: Transforming the way 'day of operations' activities are managed within the Customer, fostering a new culture of collaboration and efficient coordination.</p>	<p>Improved Business Environment: The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.</p>
<p>Improved customer service: Providing the capability to support and enable a new 'customer service model' that will improve customer service and business performance.</p>	<p>Reduction in OPEX: The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new 'customer service model'.</p>
<p>Improved efficiency and sustainability: Providing opportunities for 'day of operations' role re-design and consolidation.</p>	<p>Reduction in OPEX: enabled by new systems, process improvements and colocation.</p>

- 1.8 This PIPP sets out the scope of the Services and Deliverables that the Contractor will supply in respect of Detailed Design for Release 1 and Release 2, build, test and deployment of Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3.

2. Overview of Scope of Work and Project Delivery Model

2.1. Phased Approach

- 2.1.1. The Project shall be delivered as a multi-release project comprising the following releases:

- a) **Release 1:** REM IMS implemented as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Frequentis, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 1 will be when Release 1 achieves 45 days of Clear Running in the Production Environment.
- b) **Release 2:** CIMS implemented separately as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Thales, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 2 will be when Release 2 achieves 45 days of Clear Running in the Production Environment.
- c) **Release 3:** The integration of the System into the Customer Environment. This entails the provision of upgraded Licensed Software by the Key Contractors, as well as additional customisation of TIBCO middleware delivered by the Contractor. Release 3 involves the implementation of the System. The AAD for Release 3 will be when Release 3 achieves 45 days of Clear Running in the Production Environment.
- d) **Release 4:** The deployment of the System into the Site, being the Rail Operations Centre in Alexandria, NSW, Australia or such other location as specified by the Customer to the Contractor in writing.

- 2.1.2. As at the date Change Request 6 is executed by the Parties, this Customer Contract is for Release 1 and Release 2, and an Interim Detailed Design Phase for Release 3. The Parties acknowledge and agree that further scope for the Detailed Design for Release 3 and the subsequent implementation of Release 3 shall be incorporated into this Customer Contract by way of a Change Request once the scope for implementation of Release 3 has been agreed.

- 2.1.3. Included in the initial three releases will be the following activities and phases:

- a) **Detailed Design:** The creation of Detailed Design Phase Deliverables by the Contractor and deliverables created by Key Contractors in conjunction with the Customer to ensure that the design for the ROC Technology Solution is approved by the Customer and ready for the Build Phase as set out in section 5 of this PIPP.
- b) **Build Phase:** comprising the Configuration and Customisation of the Licensed Software by the Key Contractors as set out in section 6 of this PIPP. This phase additionally involves customisation of the TIBCO middleware by the Contractor.
- c) **Data Management Phase:** which is a subset of the Build Phase and comprises the identification, profiling and configuration of data required to enable the Licensed Software to achieve full functionality and performance as set out in section 7 of this PIPP.
- d) **Testing Phase:** comprising testing performed by the Key Contractors at the Key Contractors' sites, as well as testing performed by the Key Contractors, Contractor and Customer at the Site as set out in section 8 of this PIPP.
- e) **Release and Deployment Phase:** comprising all necessary activities required to install the Licensed Software into the Customer's Production Environment as set out in section 9 of this PIPP.

- f) **Program Maintenance:** comprising interim support of REM IMS and CIMS until Maintenance and Support commences for Release 3 as set out in section 10 of this PIPP.
- g) **Transition to Maintenance and Support:** comprising all activities required to formally hand over the ROC Technology Solution into the Customer's "Business as Usual" function as set out in section 11 of this PIPP.
- h) **Maintenance and Support:** Maintenance and Support for each Application for each Release will commence when AAD is achieved for the System for that Release. Maintenance and Support is out of scope for this Customer Contract and if required will be the subject of a separate contract.

2.2. Contractor's obligations

2.2.1. The Contractor must:

- a) supply the Services and Deliverables described in this PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor; and
- b) perform all other services, functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Services and Deliverables described in this PIPP.

2.3. Additional Documentation requirements

- 2.3.1. If at any time the correction of Defects or faults in any Deliverables necessitates an amendment to the Documentation, the Contractor shall supply such number of copies of the amended Documentation (or the amendments to the Documentation) to the Customer as is necessary to update the Customer's existing Documentation within 90 days of the correction or within a shorter period reasonably specified by the Customer if in all the circumstances the Customer requires copies of those amendments within that shorter period. This obligation to provide amended Documentation applies even if the Customer has previously approved the relevant Document Deliverable in accordance with clause 10 of the Customer Contract (as amended by the Additional Conditions).

3. Delineation of Responsibilities

3.1. Role of the Customer

3.1.1. The Customer is responsible for:

- a) ultimate authority and responsibility for the Project;
- b) managing the provision of CSI (and any associated support) as set out in Item 22 of the General Order Form and section 16 of this PIPP;
- c) provision of all hardware required to support the ROC Technology Solution;
- d) approving all Deliverables listed in this PIPP;
- e) setting up and managing overall program support functions covering planning, tracking, reporting, quality management and internal communication in respect of the Project;
- f) establishing standards, tools and procedures for use on the Project, including issue, risk, change and information management;
- g) entering into contracts with Key Contractors that are necessary to enable the Contractor to discharge its obligations;
- h) monitoring of, and responding to, issues at the program level;
- i) driving and managing change through the Customer organisation;

- j) managing interdependencies (if any) with other Customer projects;
- k) resolving issues escalated to the Customer by the Contractor;
- l) making key organisation/commercial decisions for the Project;
- m) documentation and analysis of current and future state business processes;
- n) definition and approval of Customer business requirements;
- o) overall management and co-ordination of the Project; and
- p) management of contractual relationships with Key Contractors.

3.2. Role of the Contractor

3.2.1. The Contractor is responsible for:

- a) setting up and managing project management functions covering planning, tracking, reporting, quality management and internal communication;
- b) producing consolidated reporting to the Customer, including milestone summary, key issues, risks, and summary of effort incurred;
- c) ensuring that the Key Contractors perform the required services in accordance with the Key Contractor PIPP(s);
- d) ensuring that Key Contractor deliverables are delivered in accordance with the Key Contractor PIPP(s);
- e) making effective use of Key Contractor resources within the approved budget;
- f) proactively developing a collaborative relationship with the Customer;
- g) ensuring that there are clear communication paths between the project team, the Customer and Key Contractors;
- h) acting as main point of contact between the Key Contractors and the Customer for non-commercial issues;
- i) day to day management of Contractor staff assigned to the Project;
- j) quality assurance of the work of Contractor Personnel assigned to the Project;
- k) tracking performance of Contractor Personnel and taking any appropriate action as required;
- l) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- m) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- n) assisting with the production of user documentation; and
- o) working with the Customer to define development requirements and priorities.

3.3. Role of the Key Contractors

3.3.1. The Key Contractors are responsible for:

- a) security management and license control in respect of the Licensed Software;
- b) initial set up of security rights and access permissions of the Licensed Software;
- c) assisting with the production of user documentation, as required;
- d) assisting with testing post-SAT such as defect triage, defect resolution, reporting, etc;
- e) day to day management of Key Contractor Personnel assigned to the Project;
- f) quality assuring the work of Key Contractor Personnel assigned to the Project;
- g) tracking performance of Key Contractor Personnel and taking appropriate action;
- h) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- i) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- j) working with the Customer and Contractor to define development requirements and priorities; and
- k) working collaboratively with the Contractor to identify ways and methods of working to ensure delivery success with a focus on project outcomes rather than outputs.

4. Definitions

Capitalised terms which are not defined in this PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

AAD means Actual Acceptance Date. AAD for each Release is when the System (for that Release) achieves 45 consecutive days of Clear Running, as further specified for each Release in section 2.1.1 of this PIPP.

APIS CIMS means the CIMS application provided by Thales.

Build Phase means the phase described in Section 6 of this PIPP.

CIMS means the Customer Information Management System.

Clear Running means the System achieving uninterrupted performance in the Production Environment without a Severity 1 or Severity 2 Defect (as defined in ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document attached in Appendix H) arising.

Configuration and Customisation means the activities to be undertaken during the Build Phase, as described in section 6 of this PIPP.

COTS means commercial off the shelf software.

Cross Stream Testing has the meaning as defined in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Data Configuration means manipulation of the customer data into an appropriate format to meet the requirements set out in section 7 of this PIPP and the successful insertion of the data into the System.

Data Configuration Team has the meaning given to it in section 7 of this PIPP.

Data Management Phase means the activities described in section 7 of this PIPP.

Data Profiling means the activities described in section 7 of this PIPP.

Data Profiling Team has the meaning given to it in section 7 of this PIPP.

Defect Severity Definitions means the definitions set out in section 8.3.

Deployment Phase means the phase described in section 9 of this PIPP.

Detailed Design has the meaning given to it in section 2.1.3.

Detailed Design Documents means:

- a) each document that is developed by the Contractor as part of the High Level Solution Design Phase and the Detailed Design Phase and accepted by the Customer; and

- b) the detailed functional specifications and technical specifications for the System developed by the Contractor during the Build and Test Phases and accepted by the Customer.

The Detailed Design Documents set out the overall scope of the Releases under this PIPP as updated or replaced from time to time in accordance with this PIPP or otherwise in accordance with the Customer Contract.

Detailed Design Phase means each of Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (Release 3) Phase.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 5A.5 of this PIPP.

Detailed Test Plan means the plan described in section 8.3 of this PIPP.

DMC means Data Management Client; the REM thick client for configuration management supplied by the Contractor.

DTBRS means the Detailed Technology Business Requirements Specification developed by the Customer during the Detailed Design Phase.

DTTS means the Day of Operations Timetable System.

ECI Contract means the Early Contractor Involvement Contract for the High Level Solution Design Phase that was entered into by the Parties on or about 24 December 2014.

EMC means Emergency Management Client.

ERD means Entity Relationship Diagram.

ERM means Enterprise Release Management.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this PIPP.

Existing Systems means the impacted Customer's systems that existed prior to the ROC Technology Solution.

Frequentis means Frequentis Australasia Pty Ltd ABN 25 107 550 489.

Go Live for a Release means when that Release has been deployed into the Production Environment, is ready for operational use and is put into operation and use.

Governance Model means the governance model set out in Appendix I of this PIPP.

High Level Solution Design Phase means the phase undertaken during the ECI Contract from which, amongst other Deliverables, the High Level Detail Design and BAFO were provided to the Customer by the Key Contractors.

HP ALM means Hewlett Packard Application Lifecycle Management.

IMS means the Incident Management System.

Implementation Phase means the Build Phase, Data Management Phase, Testing Phase and Release and Deployment Phase.

Initial Requirements for each Release means the Customer's requirements for that Release set out in the document referred to in Appendix A of this PIPP (i.e. the High Level Business Requirements document), which set out the Customer's Requirements for the Detailed Design Phase for that Release.

Interface means each interface between each Application and each other Application, and each interface between the Applications and the Customer Environment, including:

- a) for Release 1, each interface between REM IMS and the Customer Environment and other Applications (as applicable); and
- b) for Release 2, each interface between APIS CIMS and the Customer Environment and the other Applications (as applicable),

unless specified otherwise and as detailed in the SAD and the Interface Specifications.

Interface Documentation means a description of each Interface, such as SIRI and Notification Interface, including XML schema definition where applicable detailed in the SAD and the Interface Specifications.

Issues Register has the meaning given to that term in section 15.4 of this PIPP.

Key Contractor has the meaning given in clause 5.1 of the Additional Conditions (summarised for current purposes in section 1.3 of this PIPP).

Load and Performance Test Phase has the meaning given to it in section 8.5 of this PIPP.

Load and Performance Testing has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" set out in Appendix H (Testing Baseline) of this PIPP.

Maintenance and Support Phase means the phase covering the maintenance of the Solution as defined in section 2.1.3.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Master Test Plan has the meaning given to that term in section 8.3 of this PIPP.

Network Master Data means the Customer's physical network (including points and signals).

Operational Acceptance Test (OAT) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Operational Acceptance Testing (OAT) has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" document set out in Appendix H (Testing Baseline) of this PIPP.

Product means the Licensed Software provided by the Key Contractors.

PROD means Production Environment.

Production Environment means the environment where the Customer operates the IMS, CIMS and DTTS for its intended purpose.

Program Maintenance means the phase described in section 10 of this PIPP.

Project has the same meaning given to that term in section 1 of this PIPP.

Project Preparation Phase means the activities to be performed by the Contractor prior to initiating the Detailed Design (Release 1) Phase.

Project Schedule means the Project Schedule jointly developed by the Customer, the Contractor and Key Contractors detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in Appendix C.

Quintiq means Quintiq Pty Ltd.

Release 1 has the meaning given to it in section 2.1.

Release 2 has the meaning given to it in section 2.1.

Release 3 has the meaning given to it in section 2.1.

Release and Deployment Phase means the phase described in section 9 of this PIPP.

REM IMS means the Railway Emergency Management application provided by Frequentis, including REM Mobile.

REM 2016.R1 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2016.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Data Model means a description of the REM data model in the form of an ERD.

REM Mobile means REM Mobile 2016.R1 and REM Mobile 2016.R2 and any future versions of this software product that Frequentis may make available to the Customer from time to time.

REM Mobile 2016.R1 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Mobile 2016.R2 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

Requirements means:

- a) for the Detailed Design Phase for each Release, the Initial Requirements for that Release; and
- b) for the Implementation Phase for each Release, the Updated Requirements for that Release.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC means the Rail Operations Centre.

ROC Technology Solution means the Day of Operations Timetable System, Incident Management System, Customer Information Management System and TIBCO middleware integrated into the Customer's Environment in accordance with the Customer's requirements.

SAD means the Solution Architecture Design document for each Release as included in the Detailed Design Documents for that Release.

SAT means system acceptance test for each Release as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP for each Release.

SAT Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security and Penetration Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

SIT Test Phase has the meaning given to it in section 8.5 of this PIPP.

System means:

- a) the REM IMS;
- b) the APIS CIMS;
- c) the DTTS; and
- d) the TIBCO interfaces developed by the Contractor, as customised and configured in accordance with the Customer's Requirements,

as developed, implemented and integrated on the Customer's Environment for the purposes of the Project.

Systems Integration Testing (SIT) has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

System Test Plan has the meaning given to it in section 8.3.

System Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H Testing Baseline of this PIPP.

TEMS means Technical Environment Management Strategy.

Test Cases has the meaning given to it in section 8.3.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Management Services has the meaning given to it in section 8.3.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

Test Reporting means the ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

Testing Phase means the phase described in section 8 of this PIPP.

Testing Services has the meaning given to it in section 8.5 of this PIPP.

Thales means Thales Australia Limited.

TIBCO means *The Information Bus Company's* middleware product that provides integration, analytics and event information processing.

TMT means 'Test Management Tool'.

TOM means 'Test Objective Matrix' as defined in section 8.3.

TSR means 'Test Summary Report' as described in section 8.3 of this PIPP.

UAT (Project) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Unit /System Testing Phase has the meaning given to it in section 8.5 of this PIPP.

Updated Requirements for each Release means the Customer's Initial Requirements for that Release as they are further detailed and updated during the Detailed Design Phase for that Release in the Detailed Technology Business Requirements Specification document for that Release. The Updated Requirements for each Release set out the Customer's requirements for the Implementation Phase for that Release.

UPMP means Updated Project Management Plan as described in section 5B.4.1 of this PIPP.

Unit Testing (UT) has the meaning defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

Validation means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled.

Verification means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled and meets the intended outcome.

Web Portal means the REM thin client for read only incident investigations, audit log viewer and standby client.

5. Detailed Design (Release 1 & 2) Phase

5.1. Overview

- 5.1.1. The purpose of the Detailed Design (Release 1 & Release 2) Phase is to develop the Detailed Design Documents for Release 1 and Release 2 and confirming that the Detailed Design meets all of the Requirements.
- 5.1.2. The Customer is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design.
- 5.1.3. In addition to the responsibilities set out in section 3.2 of this PIPP, the Contractor must ensure that:
 - a) all of the Services that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in section 5.3) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and

- c) all Deliverables that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in sections 5.4 and 5.5) are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule.

5.2. Entry Criteria

- 5.2.1. The Entry Criteria for each of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are specified in the table below:

#	Criterion	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3. Detailed Design Services

- 5.3.1. The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1 & Release 2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer (or its nominee), including: <ul style="list-style-type: none"> a) liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b) ensuring all required Contractor Personnel are present at the meeting(s); c) chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d) developing agenda for socialisation with participants; and e) producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer, the Key Contractors and all relevant Customer stakeholders: <ul style="list-style-type: none"> a) to clarify the Requirements and validate those Requirements; b) to identify any changes to those Requirements; and c) to prepare the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
4.	Develop the Detailed Design Documents for the System for Release 1 & Release 2.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a) summarise the key decisions made and Requirements during the Detailed Design (Release 1 & Release 2) Phase and how the Key Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b) confirm that the Detailed Design will meet the Customer's Requirements; and c) confirm that the scope of Release 1 & Release 2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Key Contractors and all relevant Customer stakeholders to identify and agree on risks to Release 1 & Release 2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (Release 1 & Release 2) Phase.
8.	Do all things necessary (using the standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractors to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4 of this PIPP.

#	Description
9.	Do all other things necessary to develop and supply the Deliverables described in section 5.4 of this PIPP and as otherwise directed by the Customer.

5.3.2. The Contractor must supply the Services which are part of the Detailed Design (Release 1 & Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4. Release 1 Detailed Design Deliverables

5.4.1. The Contractor is responsible for the Deliverables set out in this section 5.4 with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities).

5.4.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.

5.4.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.

5.4.4. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase. The approval of each Deliverable will be the responsibility of the Customer.

5.4.5. The Parties acknowledge and agree the Detailed Design (Release 1) Phase Deliverables marked "Closed" in the table below were received and have been and accepted by the Customer as at the date of Change Request 4.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 1 Architecture Specification	The Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the High-Level Solution Design and should contain the following: <ul style="list-style-type: none"> a) Introduction: <ul style="list-style-type: none"> i. document overview; ii. document inputs; and iii. phase scope. b) Systems architecture: <ul style="list-style-type: none"> i. high level conceptual overview; ii. level 2 business processes; 	The Customer	Closed

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		<ul style="list-style-type: none"> iii. application usage view; iv. system integration view; v. application structure view; vi. information architecture (including reference data requirements); vii. infrastructure usage view; viii. implementation and deployment view; and ix. manual integration. <p>c) Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> i. rationale; ii. architecture risks; iii. architecture issues; iv. architecture constraints; v. architecture assumptions; vi. architecture decisions; and vii. architecture dependencies. 		
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that REM IMS meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed
4.	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems</p>	The Customer	Closed

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		<p>in the Customer Environment. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each interface.</p>		
6.	Project Communications Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 	The Customer	Closed
7.	Release 1 Data Management Plan	<p>The Release 1 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, with other Customer systems, and effective and efficient system integration of REM IMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 1 Data Technical Analysis Outputs (DTAO)	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). 	The Customer	Closed

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		<ol style="list-style-type: none"> 1 For each type of reference data and master data used by REM IMS (as appropriate): <ol style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems 2 For each type of master or reference data requested by REM IMS from other Customer systems: <ol style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3 For each type of transactional data flowing between REM IMS and another system (in either direction): <ol style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the System, including, at a minimum:</p> <ol style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ol style="list-style-type: none"> i. releases; ii. system Verification and Validation; iii. system change management; iv. release and deployment 	The Customer	Closed

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		<ul style="list-style-type: none"> management; and v.change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/ function or decommission an old system/process/function. 		
10.	Release 1 Technology Implementation Plan (Template)	<p>The Release 1 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase and will provide a detailed plan and schedule of activities to deploy the Solution into the Environment. It must address training, development of, and installation of the REM IMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
11.	Technology Test Strategy	<ul style="list-style-type: none"> a) The Technology Test Strategy refers to the program test framework and includes: b) Introduction – Describing the purpose and objectives of the testing; c) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; d) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; e) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; f) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; g) Roles and Responsibilities – Who 	The Customer	Closed

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		<p>will do the work? What work will they do? (This may include a number of organisations);</p> <p>h) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required);</p> <p>i) Document revision and history; and</p> <p>j) Approvals.</p>		
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build Phase to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and Deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture and phase approach; ii.organisation change management; and iii.delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 	The Customer	Closed
13.	RACI	<p>The RACI must detail the deliverables and respective obligations of the Contractor; the Key Contractor and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Updated Release 1 Product Gap Analysis	<p>The Updated Release 1 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 1) Phase. The Updated Release 1 Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 1 System Test Plan (Draft to be finalised in	<ul style="list-style-type: none"> a) The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include: 	The Customer	Closed

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	Release 1 Build)	<ul style="list-style-type: none"> b) test plan identifier; c) references; d) introduction; e) test objectives; f) test items; g) software risk issues; h) features to be tested and traceability; i) features not to be tested and reasons; j) approach including the use of stubs, simulators etc; k) item pass/fail criteria (if different from strategy); l) suspension criteria and resumption requirements (if different from strategy); m) test deliverables; n) environmental needs; o) staffing and training needs (if different from strategy); p) responsibilities; q) schedule of tasks and assigned staff; r) planning risks and contingencies; s) approvals; and t) glossary. 		
16.	Updated Release 1 Requirements Traceability Matrix	<p>The Updated Release 1 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	The Operating Model must document	The Customer	Closed

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		<p>and/or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (Note: refer to assumption related to baseline dimensions):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are 	The Customer	Closed

		<p>conducted that enable the business to produce a value-added business outcome.</p> <ul style="list-style-type: none"> b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC. g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope. h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs. i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC. j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC. <p>A Change Impact Analysis will be provided prior to Release 1.</p>		
21.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Release 1 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.4.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.5. Release 2 Detailed Design Deliverables

- 5.5.1. The Contractor is responsible for the following Deliverables with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities).
- 5.5.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 2) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Key Contractor during the High Level Solution Design Phase.
- 5.5.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- 5.5.4. The Contractor must, in collaboration with the all relevant Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 2) Phase. The approval of each Deliverable will be the responsibility of the Customer.
- 5.5.5. The Parties acknowledge and agree that the Detailed Design (Release 2) Phase Deliverables marked "Closed" in the table below were received and accepted by the Customer as at the date of Change Request 5.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 2 Architecture Specification	<p>The Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The Release 2 Architecture Specification will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ul style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. <p>Systems architecture:</p> <ul style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. <p>Rationale and justification for detailed design</p>	The Customer	Closed

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		<p>architectural approach:</p> <ul style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 		
3.	Release 2 Functional Specification	<p>The Release 2 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed
4.	Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 2 Integration Specification	<p>The Release 2 Integration Specification describes the high level integration points between the APIS CIMS and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and 	The Customer	Closed

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		<p>d) data object transformations required.</p> <p>The Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each Interface.</p>		
6.	ROC Technology Vendor Communications Plan for Release 2	<p>The ROC Technology Vendor Communications Plan for Release 2 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 2 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 	The Customer	Closed
7.	Release 2 Data Management Plan	<p>The Release 2 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within APIS CIMS, with other Customer systems, and effective and efficient system integration of APIS CIMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within APIS CIMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 2 Data Technical Analysis Outputs (DTAO)	<p>Release 2 Data Technical Analysis. Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <p>1. For each type of reference data and master data used by APIS CIMS (as appropriate):</p> <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in APIS CIMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether APIS CIMS can play the role of DMA source for that data; e) the volatility of that data; and 	The Customer	Closed

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		<ul style="list-style-type: none"> f) data translations (if any) required to integrate with existing Customer systems <ol style="list-style-type: none"> 2. For each type of master or reference data requested by APIS CIMS from other Customer systems: <ul style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3. For each type of transactional data flowing between APIS CIMS and another system (in either direction): <ul style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 2 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ul style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. releases; ii. system Verification and Validation; iii. system change management; iv. release and deployment management; and v. change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) Verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommission an old system/process/function. 	The Customer	Closed

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10.	Release 2 Technology Implementation Plan (Template)	<p>The Release 2 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the Solution into the Customer Environment. It must address training, development of, and installation of the APIS CIMS into the Customer Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer	Closed
11.	ROC Technology Test Strategy	<p>The ROC Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision and history; and i) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the Project Management Plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; 	The Customer	Closed

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		<ul style="list-style-type: none"> b) project overview; c) scope and deliverables; d) solution approach, including: <ul style="list-style-type: none"> i. architecture and phase approach; ii. organisation change management; and iii. delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the Deliverables and respective obligations of the Contractor, the Key Contractors and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Release 2 Product Gap Analysis	<p>The Release 2 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 2) Phase. The Updated Release 2 Product Gap Analysis Deliverable specifies the gaps between Release 2 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	<p>The Release 2 Master Test Plan Draft describes how the testing will be delivered for the Release 2 Test phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); 	The Customer	Closed

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		<ul style="list-style-type: none"> o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 		
16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 2 level 4 processes that will be required based on the</p>	The Customer	Closed

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		<p>out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 2)	<p>The Change Impact Analysis will describe the change impact on Release 2 related activities in the following dimensions (Note: updated assumptions section):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC. g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work 	The Customer	Closed

		<p>responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 2.</p>		
21.	Release 2 Training Needs Analysis	<p>The Release 2 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 2 solution. The Release 2 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.5.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.6. Exit Criteria for Detailed Design (Release 1 & Release 2) Phase

5.6.1. The Exit Criteria for each of Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are:

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables for the relevant phase	The Customer has accepted the Detailed Design Deliverables set out in sections 5.4 and 5.5 of this PIPP (as applicable).

5A Interim Detailed Design (Release 3) Phase for DTTS only

5A.1 Overview and purpose of Interim Detailed Design (Release 3) Phase

5A.1.1 The purpose of the Interim Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for the Release 3 for DTTS only (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution).

5A.1.2 The purpose of the full Detailed Design (Release 3) Phase will be to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for Release 3. It is anticipated that the full Detailed Design (Release 3) Phase (i.e. for Release 3 for the entire System) will commence under a Change Request, which the Parties expect to execute in due course.

5A.2 Services under the Interim Detailed Design (Release 3) Phase

5A.2.1 The Contractor must provide:

- a) the Services described in section 5A.4 for DTTS; and
- b) the Deliverables described in section 5A.5.

5A.2.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Detailed Design (Release 3) Phase (as specified in section 5A.4) are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Interim Detailed Design (Release 3) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5A.3 Entry Criteria

5A.3.1 There are no Entry Criteria for the Interim Detailed Design (Release 3) Phase and the phase will commence in parallel to other work being undertaken by the Contractor.

5A.4 Services under Interim Detailed Design (Release 3) Phase

5A.4.1 The Contractor is responsible for the following Services with appropriate input from the DTTS Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
1.	Implement and perform all the Interim Detailed Design (Release 3) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ul style="list-style-type: none"> a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b. ensuring all required Contractor Personnel are present at the meeting(s); c. chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d. developing agenda for socialisation with participants; and e. producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ul style="list-style-type: none"> a. to clarify the Requirements and validate those Requirements; b. to identify any changes to those Requirements; and c. to prepare the documents required as part of the Interim Detailed Design (Release 3) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Interim Detailed Design (Release 3) Phase.
4.	Develop the Detailed Design Documents for DTTS for Release 3.

#	Description
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Interim Detailed Design (Release 3) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of Release 3 for DTTS to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to Release 3 for DTTS.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Interim Detailed Design (Release 3) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the DTTS Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5A.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5A.5 of this PIPP and as otherwise directed by the Customer.

5A.5 Detailed Design (Release 3) Phase Deliverables

5A.5.1 For Release 3, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities and responsibilities).

5A.5.2 During the Interim Detailed Design (Release 3) Phase, the Contractor will commence the production of the following Deliverables in respect of DTTS only. It is anticipated that the Contractor will complete the production of the full suite of Deliverables for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to a Change Request which the parties expect to execute in due course.

5A.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description
Technology Deliverables		
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Key Contractors and Contractor during the Detailed Design (Release 3) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.
2.	Release 3 Architecture Specification	The Release 3 Architecture Specification must describe the Release 3 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.
3.	Release 3 Functional Specification	The Release 3 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.

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4	Release 3 Non-Functional Design	The Release 3 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Systems Integrator during the Detailed Design (Release 3) Phase.
5.	Release 3 Integration Specification	The Release 3 Integration Specification describes the high level integration points between COTS product and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.
6.	ROC Technology Vendor Communication Plan	The Project Communications Plan for Release 3 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.
7.	Release 3 Data Management Plan	<p>The Release 3 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within the Applications, with other Customer systems, and effective and efficient system integration of the Applications with other systems in the Customer Environment; and b. a high-level approach to management of all data within the Applications which aligns with the approach outlined in the SAD.
8.	Release 3 Data Technical Analysis Outputs	<p>Release 3 Data Technical Analysis. Outputs must include:</p> <ul style="list-style-type: none"> a. Data Requirement Classifications (Master Data, Migration Data, BI data); b. Data Migration Requirements and Rules; and c. Data quality definition (at data attribute levels). d. for each type of reference data and Master Data used by the Applications (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in the Applications; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether the Applications can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems
9.	Updated Technology Implementation Strategy	The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect

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		the Release 3 program agreed between the Parties.
10.	Release 3 Technology Implementation Plan (Template)	The Release 3 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 3.
11.	Updated ROC Technology Test Strategy	<p>The Technology Test Strategy refers to the program test framework and includes:</p> <ol style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d. Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management; e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h. Document revision and history; and i. Approvals.
12.	Updated Project Management Plan	The Updated Project Management Plan (UPMP) shall be based on the project management plan submitted by the Systems Integrator during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Systems Integrator during the Detailed Design (Release 3) Phase.
13.	RACI	The RACI must detail the deliverables and respective obligations of the Systems Integrator, the Contractor, Key Contractors and the Customer.
14.	Release 3 Product Gap Analysis	The Updated Release 3 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Systems Integrator /Key Contractors (as applicable) during the Detailed Design (Release 3) Phase.
15.	Release 3 Master Test Plan Draft	The Release 3 Master Test Plan describes how the testing will be delivered for the Release 3 System Test phase.
16.	Requirements Traceability Matrix updated for Release 3	The Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.

17.	Technology Environment Management Strategy	The Technology Environment Management Strategy details the process for managing end to end environments.
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the Key Contractors.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a. future state levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>
19.	Draft recommended ROC organisational structure	The draft recommended ROC organisation structure must conform to best practice.
20.	Change Impact Analysis	The Change Impact Analysis will describe the

	(Release 3)	change impact on Release 3 related activities.
21.	Release 3 Training Needs Analysis	The Release 3 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 3 solution.

5A.6 Exit Criteria (Release 3)

5A.6.1 There are no Exit Criteria specifically for Interim Detailed Design (Release 3) Phase as work on the Deliverables will continue in the full Detailed Design (Release 3) Phase.

5A.7 Cost of the Detailed Design (Release 3) Phase

5A.7.1 The Customer and the Contractor acknowledge and agree:

- a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had previously not been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) the Parties will negotiate in good faith to agree the cost of the full Detailed Design (Release 3) Phase (less any amount payable for Interim Detailed Design (Release 3) Phase) pursuant to a Change Request, which the Parties expect to execute in due course.

5B Interim Implementation (Release 1) Phase

5B.1 Overview and purpose of Interim Implementation (Release 1) Phase

5B.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.R1) into the Environment. The Interim Implementation (Release 1) Phase will start on 2 November 2015.

5B.1.2 The Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production.

5B.1.3 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

5B.2 Entry Criteria

5B.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
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#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer's sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

5B.3 Services

5B.3.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 5B.4 and as otherwise directed by the Customer.

5B.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5B.4 Deliverables

5B.4.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver
Documentation Deliverables			
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer

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#	Deliverable	Description	Approver
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
6.	Updated Release 1 Data Technical Analysis Outputs	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a) Data Requirement Classifications (Master data, Migration Data, BI data); b) Data Migration Requirements; and c) Data quality rules definition (at data interface levels). <p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of MDM source for that data e) the volatility of that data; f) data translations (if any) required to integrate with existing Customer systems. 2. for each type of master or reference data requested by REM IMS from other Customer systems: <ul style="list-style-type: none"> a) what data is required in the request and response messages b) the business rules governing each message c) how those business rules are enforced 3. for each type of transactional data flowing between REM IMS and another system (in either direction): <ul style="list-style-type: none"> a) the source and target systems b) the message type and message header type c) any encryption, security or certification considerations d) the methods used to handle non-compliant data in the source system e) any record selection filters required f) any record level transformations required. 	The Customer
7.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
8.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer
9.	Deployment & Implementation Plan	Document describing the process, tasks and responsibilities for controlled movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.	The Customer
Technical Deliverables			
1.	TIBCO Release 1	Planning for TIBCO configuration to deliver REM IMS functionality as well as Legacy - REM IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer
2.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer

5B.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5B.4.3 The Contractor acknowledges and agrees:

- a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) without limiting clause 23 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Implementation Phase accordingly.

6. Build Phase (Release 1 & Release 2)

6.1. Overview

6A.1.1 The Parties acknowledge that the Build Phase for Release 1 commenced under the Interim Implementation (Release 1) Phase. For clarity the scope of the Build Phase (including certain activities undertaken under the Interim Implementation (Release 1) Phase) are detailed in full in this section 6. The Build Phase for Release 2 was incorporated within the scope of this Customer Contract pursuant to Change Request 5. The Parties acknowledge and agree that:

- a) certain Deliverables and Services originally contemplated by the Parties as being comprised within the scope of the Customer Contract, the charges for which were included in the Contractor's BAFO submission of 20 March 2015 ("BAFO"), have been bought forward in whole or in part within the scope of this Customer Contract; and
- b) the BAFO is no longer wholly reflective of the revised scope of the ROC Technology Solution, due to the increased quantity of certain Deliverables and changes to the ROC Technology Solution delivery approach and schedule.

6.1.2. The purpose of the Build Phase is to:

- a) configure the TIBCO middleware to enable integration of the Applications into the Customer Environment;
- b) in collaboration with the Key Contractors, customise the Licensed Software to interface with the TIBCO middleware; and
- c) configure and customise the System to fulfil the requirements specified in the Requirements.

6.1.3. For the Build Phase, Release 1 is planned to Go Live as a part of the Customer's Enterprise Release Management (ERM) Release 3, scheduled to have a technology only go live on 10 December 2016 (ERM Release 2016.3). The current roadmap indicates that REM 2016.R2 is the expected Application version for Release 1 due to be implemented as part of ERM Release 2016.3. If the Customer does not approve REM 2016.R2 rollout, the Customer may elect to roll back and implement Application version REM 2016.R1 as part of ERM Release 2016.3.

6.1.4. In addition to the responsibilities set out in section 3 of this PIPP, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

6.1.5. Subject to section 6.1.6, the Contractor must ensure that:

- a) all of the Services and Deliverables that it is obliged to supply and deliver under the Build Phase (as specified in sections 6.3, 6.4, 6.5 and 6.6) are supplied, delivered and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and

- c) all Deliverables that it is obliged to supply under the Build Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

6.1.6. The Parties acknowledge and agree that the Contractor is not obliged to undertake System Implementation Testing (SIT), User Acceptance Testing (UAT), Deployment or Post Implementation Verification (PIV) activities for Release 2 Implementation unless and until the Parties agree and confirm in writing the pricing for those activities.

6.2. Entry Criteria

6.2.1. The Entry Criteria for each of Build Phase (Release 1) and Build Phase (Release 2) are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release 1) Phase and (Release 2) Phase completed to necessary level to start the relevant Build Phase (i.e. Build Phase (Release 1) or Build Phase (Release 2))	<p>Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase or Detailed Design (Release 2) Phase (as applicable) have been supplied.</p> <p>The Customer has performed all Customer responsibilities and supplied all CSI required to be performed or supplied during the Detailed Design (Release 1) Phase or Detailed Design (Release 2) Phase (as applicable).</p>
2.	Technical Documents Approved for the relevant phase.	The Customer has accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or Detailed Design (Release 2) Phase or, in the Customer's sole and absolute discretion, those Deliverables are at the necessary level to start the Build Phase (Release 1) or Build Phase (Release 2).

6.3. Build Services

The Contractor must supply the following Services for the Build Phase (Release 1) and Build Phase (Release 2):

#	Service	Description
1.	TIBCO Interfaces	Develop TIBCO middleware interfaces to support the integration of the Applications with Existing Systems as defined in the Integration Specification and the Solution Architecture Document.
2.	Updates to Detailed Design Deliverables	The Detailed Design Documents that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and Detailed Design Phase.

6.4. Build Phase (Release 1) Deliverables

6.4.1. Updates to Detailed Design Deliverables

The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

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6.4.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 1). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Updated High Level Solution Design	The updated High Level Solution Design will reflect the design of the System developed during the Build Phase.	High Level Solution Design
2.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	The Customer
3.	Updated Release 1 Architecture Specification	The Updated Release 1 Architecture Specification will reflect the design of the "as built" system developed during the Build Phase (Release 1). It must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: <ul style="list-style-type: none"> 1. Introduction: <ul style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ul style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ul style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer

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4.	Updated Release 1 Functional Specification	<p>The Updated Release 1 Functional Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1), incorporating REM and REM Mobile. It defines the system’s required capabilities, appearance and interaction with users. The Updated Release 1 Functional Specification will be used to validate that the solution for Release 1 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
5.	Updated Release 1 Non-Functional Design	<p>The updated Release 1 Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must be updated to reflect any findings by the Contractor during the Build Phase (Release 1).</p> <p>The Updated Release 1 Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer
6.	Updated Release 1 Integration Specification	<p>The updated Release 1 Integration Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (Release 1).</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 1) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer

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7.	Updated Project Communications Plan for Release 1	The updated Project Communications Plan for Release 1 will reflect lessons learnt during Release 1, as well as revision in the approach to project communications agreed between the Parties during the Build Phase (Release 1).	The Customer
8.	Updated Release 1 Data Management Plan	The updated Release 1 Data Management Plan will reflect the design of the “as built” System developed during the Build Phase (Release 1).	The Customer
9.	Updated Release 1 Data Technical Analysis Outputs (DTAO)	The updated Release 1 Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (Release 1).	The Customer
10.	Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The updated Technology Implementation Strategy will reflect the approach agreed between the Customer, Contractor and Key Contractor to implement REM IMS for Release 1. The document updated during the Build Phase (Release 1) must be updated to reflect the final agreed approach to implement the ROC Release 1 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. Releases; ii. System verification and validation; iii. System change management; iv. Release & deployment management; and v. Change implementation; c) summary of impacted system components; d) preliminary requirements for ‘Go-Live’; e) implementation plan (start criteria, phases, timelines and critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer
11.	Updated Release 1 Technology Implementation Plan	<p>The Updated Release 1 Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase (Release 1) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer

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12.	Updated Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The Updated Technology Test Strategy will reflect the approach agreed between the Customer, Key Contractor and Contractor to implement REM IMS for Release 1 and the program test framework. The Updated Technology Test Strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability. assumptions, test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; release acceptance; acceptance criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document Revision & History; and i) Approvals. 	The Customer
13.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (Release 1).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
14.	Updated RACI	The updated RACI shall reflect additional Services and Deliverables identified for Release 1. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer

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15.	Updated Release 1 Product Gap Analysis	<p>The updated Release 1 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 1).</p> <p>The Release 1 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Release 1 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 1 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in Release 1 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer
16.	Updated Release 1 System Test Plan (which may become renamed as ‘Release 1 Master Test Plan’)	<p>The updated Release 1 System Test Plan describes how the testing will be delivered for the Release 1 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

17.	Updated Release 1 Requirements Traceability Matrix	<p>The updated Release 1 Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (Release 1). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 1 Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
18.	Updated Technology Environment Management Strategy	<p>The updated Technology Environment Management Strategy will reflect the lessons learnt during Release 1, as well as any revision in the approach to environment management agreed between the Parties during the Build Phase.</p> <p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) Managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer

6.5. Build Phase (Release 2) Deliverables

6.5.1. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
1.	Interface Design Specification - one per Interface	<p>This detailed technical specification will describe the details relevant to the build such as:</p> <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	The Customer

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2.	Updated Release 2 Architecture Specification	<p>The Updated Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer
3.	Updated Release 2 Functional Specification	<p>The Release 2 Functional Specification developed during the Detailed Design (Release 2) Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the solution for Release 2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer

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4.	Updated Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>The Updated Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer
5.	Updated Release 2 Integration Specification	<p>The Release 2 Integration Specification developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document describes the high level integration points between the APIS CIMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications.</p> <p>The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 2) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated ROC Technology Vendor Communications Plan	<p>The Updated ROC Technology Vendor Communications Plan will reflect lessons learnt during Release 2, as well as revision in the approach to Project communications agreed between the Parties during the Build Phase (Release 2).</p>	The Customer
7.	Updated Release 2 Data Management Plan	<p>The Updated Release 2 Data Management Plan will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p>	The Customer
8.	Updated Release 2 Data Technical Analysis Outputs (DTAO)	<p>The Updated Data Technical Analysis Output (DTAO) will reflect the “as built” system as defined during the Build Phase (Release 2).</p>	The Customer

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9.	<p>Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The Implementation Strategy document developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document must reflect the final agreed approach to implement the ROC Release 2 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) Personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. releases; ii. system verification and validation; iii. system change management; iv. release & deployment management; and v. change implementation. c) summary of impacted system components; d) preliminary requirements for 'go-live'; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer
10.	<p>Updated Release 2 Technology Implementation Plan</p>	<p>The Updated Release 2 Technology Implementation Plan will be developed and agreed by the Parties based on the Draft Technology Implementation Plan developed during Detailed Design (Release 2) Phase. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the system into the relevant environment. It must address training, development of, and installation of the APIS CIMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer

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11.	Updated ROC Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The ROC Technology Test Strategy developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document is the program test framework aligned for Release 2 and subsequent ROC releases. The test strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability, assumptions, test risks and constraints; c) Approach – How will the testing be carried out: approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release acceptance; Acceptance Criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision & history; and i) Approvals. 	The Customer
12.	Updated Project Management Plan (UPMP)	<p>The Project Management Plan developed during the Detailed Design Phase may (if required) be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document should include any changes to the project management approach taken during the Detailed Design (Release 2) Phase.</p> <p>The Updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) Project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
13.	Updated RACI	The Updated RACI details the Deliverables and respective obligations of the Contractor, the Key Contractor and the Customer.	The Customer

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14.	Updated Release 2 Product Gap Analysis	<p>The Updated Release 2 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p> <p>The Release 2 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 2 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the CIMS in Release 2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer
15.	Updated Release 2 Master Test Plan	<p>The Updated Release 2 Master Test Plan describes how the testing will be delivered for the Release 2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the Requirements.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
17.	Updated Technology Environment Management Strategy	<p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) Booking and reserving test systems; b) Tracking environment changes; c) Managing environment contention; d) Code/Defect management (code promotion processes); e) Environment scheduling; f) Configuration tracking; g) Data Management (extracts, transforms loads); and h) Managing interdependent projects. 	The Customer

6.6. Exit Criteria

The Exit Criteria for each of the Build Phase (Release 1) and the Build Phase (Release 2) are:

#	Criteria	Description
1.	Environment	For each environment type (as described in the TEMS), the Customer has provisioned and set up the necessary environment to enable the relevant tests to commence.
2.	Licensed Software	The relevant Key Contractor has delivered the Licensed Software to the Customer accompanied by the Test Summary Report.
3.	COTS installation	The Key Contractor has installed the Licensed Software in the relevant Customer Environment for SAT (as described in the TEMS).
4.	Testing Criteria	The Parties have developed the testing plans and criteria relevant for the Test Phase.
5.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Build Phase and, to the extent that it is responsible, the Data Management Phase.
6.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.
7.	Data Base	The relevant Key Contractor has populated the Database with sufficient data to enable testing to commence (as determined by the Technology Test Strategy).

7. Release 1 Data Management Phase

7.1. Overview

The Parties acknowledge the importance of accurate and properly configured data to ensure the system for each Release achieves full functionality and performance. To give effect to this requirement

the Contractor shall provide all reasonable assistance to enable the Key Contractors and Customer to undertake the following activities.

7.1.1. The purpose of the Data Management Phase is to:

- a) identify data elements and screen display elements for each Release, taking into account any pre-requisite data imports; and
- b) configure the Applications to fulfil the requirements specified in the Requirements.

7.1.2. In addition to section 3.1, the Customer is responsible for confirming the “sources of truth” for each of the data elements required for the system.

7.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed; and
- b) all Deliverables that it is obliged to supply are supplied and are approved by the Customer (or its nominee) on or before the relevant date(s) specified in the Project Schedule.

7.1.4. The Release 1 Data Management Phase services run concurrent to the Build Phase (Release 1) and commenced during the Interim Implementation (Release 1) Phase of this Customer Contract under Module 7 on a time and materials basis.

- a) A full description of all work to be undertaken in respect of the Data Management Phase is set out in the Module 7 Order Form (including in the statements of work attached to that Module 7);
- b) ROC R1 Data Profiling Activity – Proposal for the Customer version 5.0 dated 19 January 2016 (Data Profiling SOW); and ROC REM Data Configuration Stage – Proposal for Sydney Trains version 3.0 dated 29 January 2016 (Data Configuration SOW),

the “**Data SOWs**”.

7.1.5. The Contractor must undertake and complete all Services and Deliverables set out in the Data SOWs as described in the Module 7 Order Form, in conjunction with the Key Contractor and the Customer.

7.1.6. Additional data analysis may be required for Release 2.

7.2. Entry Criteria

7.2.1. The Entry Criteria for the Data Management Phase are specified in the table below. As at the date of Change Request 5, these Entry Criteria have been satisfied.

#	Criterion	Description
1.	Data Profiling	<ul style="list-style-type: none"> a) The Customer has established the data profiling team consisting of the Customer’s and Contractor’s personnel to identify sources of data within the Customer Environment to enable IMS to achieve the Requirements (Data Profiling Team); and b) To the extent practicable, the Customer’s data repositories have been identified by the Customer and access granted to the Data Profiling Team.
2.	Configuration Requirements	The Customer has established a data configuration team consisting of the Customer’s, Key Contractor’s and Contractor’s personnel to configure the data compiled by the Data Profiling Team in order to ensure the data is in a format compatible with REM IMS to commence the configuration (Data Configuration Team).

7.3. Release 1 Data Management Phase Services

7.3.1. Release 1 Data Management Services

As described in the Module 7 Order Form (including the Data SOWs).

7.4. Release 2 Data Management Phase Services

7.4.1. Release 2 Data Management Services

There are currently no Release 2 Data Management Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Services for Release 2 on a time and materials basis under Module 7.

7.4.2. Release 2 Data Profiling Services

There are currently no Release 2 Data Profiling Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Services for Release 2 on a time and materials basis under Module 7.

7.4.3. Release 2 Data Configuration Services

There are currently no Release 2 Data Configuration Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Services for Release 2 on a time and materials basis under Module 7.

7.5. Release 1 Data Management Phase Deliverables

7.5.1. Release 1 Data Management Phase Deliverables

As described in the Module 7 Order Form (including the Data SOWs).

7.6. Release 2 Data Management Phase Deliverables

7.6.1. Release 2 Data Management Deliverables

There are currently no Release 2 Data Management Deliverables defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Deliverables for Release 2 on a time and materials basis under Module 7.

7.6.2. Release 2 Data Profiling Deliverables

There are currently no Release 2 Data Management Deliverables defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Deliverables for Release 2 on a time and materials basis under Module 7.

7.6.3. Release 2 Data Configuration Deliverables

There are currently no Release 2 Data Management Deliverables defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Deliverables for Release 2 on a time and materials basis under Module 7.

7.7. Exit Criteria

7.7.1. Exit Criteria for the Data Management Phase are:

#	Criterion	Description
1.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Data Management Phase.
2.	Configuration	The Licensed Software has been configured to the extent required by the

		Customer to enable the Parties to enter SAT, based on the Requirements.
3.	Database	The Contractor has populated the database with sufficient data to enable testing to commence.

8. Testing Phase (Release 1 & Release 2)

8.1. Overview

The Parties acknowledge the importance of Testing to ensure the System achieves full functionality and performance.

8.1.1. The purpose of the Testing Phase is to validate Release 1 and Release 2 to ensure the Requirements have been satisfied and that the solution for each Release is ready for release to the Customer and use on the Customer's network.

8.1.2. In addition to section 3.1, the Customer is responsible for governance activities for all Testing related to Release 1 and Release 2, including:

- a) management of third party suppliers (other than the Key Contractors);
- b) dispute resolution; and
- c) liaison with the test teams from other Customer programs/projects (as required).

8.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Testing Phase are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables;
- c) the Contractor witnesses that the Licensed Software has been successfully tested in the Customer's relevant environment for SAT;
- d) it provides appropriately skilled resources to assist the Customer during all other Test Phases contemplated in this section 8; and
- e) all Deliverables that it is obliged to supply under the Testing Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

8.2. Entry Criteria

The Entry Criteria for each testing phase within the Testing Phase is specified in the table below (each a **Test Phase**).

#	Criterion	Description
1.	Acceptance of Detailed Design	The Detailed Design Documents have been completed and a Detailed Design Phase Deliverables have been accepted by the Customer.
2.	Relevant environment is ready for testing	Acknowledgement by the relevant Key Contractor regarding the installation, configuration and data preparation of the relevant environment.
3.	Development of agreed criteria for Testing Phase to commence	<ul style="list-style-type: none"> a) Artefacts on which test planning and preparation are dependent upon have been approved, e.g. Requirements and Detailed Design Documents; b) Test planning and preparation artefacts have been approved and/or accepted by the Customer, e.g. Test Strategy, relevant DTP, relevant TOM, relevant test cases/scripts; c) Approved test cases have been loaded into the test management tool and testers have been granted the required level of access to the test management tool (HP ALM); d) Formal defect management and reporting process is established; e) Availability of Contractor, Customer and Key Contractor resources (as applicable) required to execute testing has been confirmed; f) Availability of Contractor and Key Contractor resources required to analyse

		<p>and resolve Defects has been confirmed;</p> <p>g) Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known Defects and workarounds;</p> <p>h) Correct version(s) of deployment package(s) have been deployed to the test environment(s);</p> <p>i) Test environments are available and in a fit state as confirmed by shakedown testing;</p> <p>j) Correct test environment access and credentials have been granted to testers;</p> <p>k) the Parties agree that test data of sufficient quality, quantity and diversity to enable testing is available (as required by the Technology Test Strategy); and</p> <p>l) Previous Testing Phase exit criteria have been met and where applicable the Test Summary Report (TSR) has been reviewed and approved by the Customer.</p>
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8.3. Testing definitions

The following terms have the following meanings relating to this section 8 (Testing Phase):

Term	Definition
Detailed Test Plan	<p>The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that the System will support the Requirements.</p>
Master Test Plan	<p>The document is an outcome of the planning process ensuring necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for each Release in order to develop an adequate assessment of quality for the ROC Technology Solution for a single production release.</p> <p>It is a plan of how end to end test activities will be delivered for each Release and how these are going to provide objective evidence that the Release 1 or Release 2 solution will support the Requirements.</p>
System Test Plan	<p>The System Test Plan is an outcome of the planning process during the Build Phase. It ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that each Release will support the Customer's Requirements.</p>
Test Cases	<p>A set of input values, execution preconditions, expected results and execution post-conditions, developed for a particular objective or test condition, such as to exercise a particular program path or to verify compliance with a specific requirement.</p> <p>The purpose of the test cases is to state how the testing will be implemented during testing and are based on the Test Objective Matrix (TOM).</p>
Test Management Services	<p>Test management for the in scope technology components and the in scope test phase will include; test scheduling, test planning, test execution management, defect management, test risk and issue management, and test reporting.</p>
Test Objective Matrix (TOM)	<p>The TOM is a table demonstrating proposed test coverage for the relevant Testing Phase. Test objectives state what is to be tested and are derived from the Requirements and will depend on the scope of the Testing Phase.</p>

Test Summary Report (TSR)	<p>The Test Summary Report provides a summary and evaluation of the relevant Testing Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results.</p> <p>In general the Test Summary Report must contain, but is not limited to:</p> <ul style="list-style-type: none"> a) executive summary; b) test coverage results: <ul style="list-style-type: none"> i. tests planned; ii. tests planned and not run; iii. deviations from the plan; and iv. tests executed and results; and c) Defect summary plus impact analysis of open Defects;
Test Execution Support	Provide Test Execution Support.

8.4. Defect Severity Definitions

- 8.4.1. The Defect Severity Definitions are set out in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

8.5. Testing Services

- 8.5.1. The Contractor must supply the following Services as part of the Testing Phase.

Each Test Phase listed in the “Service” column below is further described in the ROC Technology Test Strategy.

#	Test Phase	Service Description
1.	Unit / System Testing Phase for TIBCO and other interfaces	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.
2.	SAT Test Phase, Key Contractor COTS product	The Contractor will witness the execution of SAT by the relevant Key Contractor.
3.	SIT Test Phase	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.
4.	Load and Performance Test Phase	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.
5.	Operational Acceptance Test Phase (OAT)	<p>Test Execution Support.</p> <p>Note: Prior to the commencement of OAT, it will be confirmed which party will be undertaking the OAT. The Customer’s application portfolio development team and possibly Customer hardware vendors may execute the testing.</p>
6.	Security Test Phase (including security and penetration testing)	<p>Test Execution Support.</p> <p>Note: The Customer will manage and execute this Test Phase.</p>
7.	UAT (Project) Test phase	<ul style="list-style-type: none"> a) Test Planning; b) Test Execution; and c) Test Reporting.

#	Test Phase	Service Description
8.	Cross Stream Testing (Note: Key Contractor and Contractor input is to be determined as this is a Customer responsibility).	Test Execution Support. Note: The Customer will execute the Cross Stream testing, however the Customer can, at its discretion engage the Contractor to provide additional Test Services for Cross Stream Testing under Module 7.

8.6. Release 1 Testing Deliverables

8.6.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
2.	SAT Test Phase, COTS Base Product	<ol style="list-style-type: none"> a) Test Reporting; and b) Test Summary Report. 	The Customer
3.	SIT Test Phase	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
4.	Load and Performance Test Phase	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report. 	The Customer
5.	UAT Test Phase (Business and Program)	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
6.	Enterprise Release Management (ERM) Regression	<ol style="list-style-type: none"> a) Test Objective Matrix; b) Test reporting; and c) Test Reporting Summary. 	The Customer
7.	Operational Acceptance Training (OAT)	<ol style="list-style-type: none"> a) Test Summary Report. 	The Customer

8.7. Release 2 Testing Deliverables

8.7.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix F for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable;
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
2.	SAT Test Phase, COTS Base Product	<ol style="list-style-type: none"> a) Test Reporting; and b) Test Summary Report. 	The Customer
3.	SIT Test Phase	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
4.	Load and Performance Test Phase	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report. 	The Customer
5.	User Acceptance Testing Phase (Business and Program)	<ol style="list-style-type: none"> a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report. 	The Customer
6.	Enterprise Release Management (ERM) Regression	<ol style="list-style-type: none"> a) Test Objective Matrix; b) Test Reporting; and c) Test Summary Report. 	The Customer
7.	Operational Acceptance Training (OAT)	<ol style="list-style-type: none"> a) Test Summary Report. 	The Customer

8.8. Exit Criteria

The Exit Criteria for each Test Phase is set out below:

Criteria	Description
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Test Cases	All test cases have been executed for the relevant Test Phase and the outcome recorded in the Customer's test management tool (HP ALM). An explanation has been provided to the Customer for any test case which has not been executed by the Contractor.
Recording Defects	All Defects identified during the relevant Test Phase have been recorded in the Customer's defect management tool (HP ALM) and are available for review.
Severity 1 / Severity 2 Defects	No Severity 1 or Severity 2 Defects outstanding.
Severity 3 / Severity 4 Defects	An agreed action plan is in place to address outstanding Severity 3 and Severity 4 Defects, including target resolution time frame.
Defect Acceptance	The number of outstanding Severity 3 and Severity 4 Defects and the cumulative impact of these Defects on the relevant Application must be accepted by the Customer. If any Exit Criteria have not been met, the Test Phase will continue until all Exit Criteria have been met. Once all Exit Criteria for the relevant Test Phase have been met, the Contractor must produce a TSR to demonstrate the outcome of the Test Phase.
Defect Deviation	Any deviation from the agreed Exit Criteria for the relevant Test Phase must be approved by the Customer.

9. Release and Deployment Phase for Release 1 & Release 2

9.1. Overview

Release and Deployment encompasses the Services required to confirm the production and operations readiness of the solution for Release 1 and Release 2 to ensure secure, controlled deployment of Releases 1 and 2 to the relevant Customer Environment (as defined in the TEMS).

9.1.1. The objectives for these Services are that:

- a) the system is deployed into the relevant test or production environment;
- b) deployments into the relevant Customer environments are managed so that any disruption to the environments that can be avoided is avoided, or where avoidance is not possible, kept to a minimum;
- c) deployments are managed in accordance with the Customer's Enterprise Release Framework and Change Management process; and
- d) all aspects of a Release, both technical and non-technical, are considered together through taking a holistic analysis of the Release.

9.1.2. The Customer is responsible for:

- a) liaising with the Customer's Enterprise Release Management team in respect of Release 1 and Release 2 and obtaining approval to deploy as part of the ERM Release; and
- b) installation and deployment the relevant Release to the relevant Customer Environment (as defined in the TEMS).

9.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed;
- b) all Deliverables that it is obliged to supply are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule;
- c) comply with the Customer's Enterprise Release Management Framework;

- d) work with the Customer to suggest improvements to the Customer's enterprise Release Management Framework and the Key Contractors delivery of Releases;
- e) provide all relevant items relating to the relevant Release for review and approval as required by the Customer's Enterprise Release Management Framework, including testing plans and associated entry and exit criteria for those tests;
- f) gain authorisation from the ROC Program for each Release prior to its implementation;
- g) provide all necessary data to enable the Customer to maintain a definitive media library for the integration services;
- h) provide the release package data to the Customer to enable management of the approved release libraries;
- i) coordinate the resolution of integration related issues for each Release with Key Contractors; and
- j) provide all reasonable assistance to the Customer to deploy all Releases, including back-outs if required.

9.2. Entry Criteria

9.2.1. The Entry Criteria for each of the Deployment (Release 1) Phase and Deployment (Release 2) Phase are specified in the table below:

#	Criteria	Description
1.	Licensed Software	The Licensed Software has been received by the Customer from the relevant Key Contractor.
2.	Documentation	The Key Contractor has provided details of the software and hardware configurations required to enable the Application to be tested in the relevant environments (as described in the TEMS).
3.	Environments	The Customer has set up the following environments in accordance with the Non Functional Specification and as described in the TEMS: <ul style="list-style-type: none"> a) Development; b) System Test; c) SIT; d) UAT; e) Pre-PROD; f) PROD; g) Training; and h) Disaster Recovery.

9.3. Release 1 & Release 2 Release and Deployment Services

9.3.1. The Contractor will perform the Services described in the table below:

#	Service	Description
1.	Handover to support Planning	Transition planning for handover to support to enable each Release to be deployed to the relevant Customer Environment (as defined in the TEMS) and confirms the ongoing post-implementation operability of the Release in the relevant Customer Environment (as defined in the TEMS).
2.	Release Implementation Planning	Planning for the activities related to release implementation and deployment to the relevant Customer Environment (as defined in the TEMS). This includes the packaging and delivery of Licensed Software for Release 1 and Release 2, as well as all the planning, scheduling and implementation activities to ensure that a Release can be implemented with the minimum negative effect on the relevant Customer Environment (as defined in the TEMS).

3.	Deployment Support	Support of the Customer in the deployment of each Release to the relevant Customer Environment (as defined in the TEMS).
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9.4. Release and Deployment (Release 1) Deliverables

9.4.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) follow-up actions. 	The Customer

9.5. Release and Deployment (Release 2) Deliverables

9.5.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) APIS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 2; b) lessons learnt; and c) follow-up actions 	The Customer

9.6. Exit Criteria

The Exit Criteria for each of Release and Deployment (Release 1) and Release and Deployment (Release 2) are as follows:

Criteria	Description
Deployment of Relevant Release	Technology Go Live for the Relevant Release has been achieved.
Post Implementation Verification Report	The Release Implementation Review Report has been provided to the Customer by the Contractor.

10. Program Maintenance (Release 1 & Release 2)

10.1. Overview

- 10.1.1. Program Maintenance for Release 1 & Release 2 commence on Technology Go-Live for Release 1 and Release 2 and continues until Maintenance and Support commences.
- 10.1.2. The Customer's requirements for Program Maintenance for Release 1 are included in Module 5 Order Form and the SLA and the price for Program Maintenance for Release 1 is set out in section 17.
- 10.1.3. As at the time of executing Change Request 6, the Customer's requirements for Program Maintenance for Release 2 have yet to be determined.
- 10.1.4. The Program Maintenance for Release 2 (if required) shall be negotiated between the Parties during the Build Phase for Release 2.

11. Transition to Maintenance and Support Services

11.1. Overview

- 11.1.1. Transition to Maintenance and Support is expected to happen at Technology Go-Live for Release 3.
- 11.1.2. Transition to Maintenance and Support completes the scope of the Build Phase of the System.
- 11.1.3. As at the Commencement Date, the Customer's requirements for Maintenance and Support services have yet to be determined.
- 11.1.4. The Maintenance and Support services (if required) shall be negotiated between the Parties during the Build Phase.

12. Training

Not used.

13. Environments (Release 1 & Release 2)

13.1. Overview

13.1.1. The purpose of the Environments (that is, the relevant Customer Environments as set out in the TEMS) management activities is to coordinate the provisioning of the Customer Environment detailed below, including: operating systems, software, user access and firewall rules.

13.1.2. The Customer is responsible for:

- a) the provisioning of the environments detailed below, including: operating systems, software, user access and firewall rules;
- b) setting up the environments based on the requirements provided by the Key Contractors in conjunction with the Contractor in accordance with the TEMS; and
- c) providing all necessary access to the Customer's third party vendors hosting the environments, as well as Customer Personnel based in Burwood.

13.1.3. The Contractor shall:

- a) in conjunction with the Key Contractors, provide the specification for the environments to ensure testing can occur and that each Release meets its Requirements;
- b) validate that the Requirements are met;
- c) coordinate access to the environments for Key Contractors and any third party suppliers (if required); and
- d) liaising with the Customer and identifying any issues, such as contention and performance of the environments.

14. Acceptance, Change Request and Assumptions

14.1. Acceptance

14.1.1. The Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

- a) The Contractor must liaise with the Customer and Key Contractors (as required) to ensure that all Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

14.1.2. The deliverables to be provided by the Key Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted.

14.1.3. Deliverables will be reviewed by the Customer (or the Contractor acting as the Customer's nominee). Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail and accords with the Additional Conditions, the Contractor will request the Customer's endorsement of that Deliverable. This endorsement will assist the System Integrator in finalising the acceptance of a Deliverable.

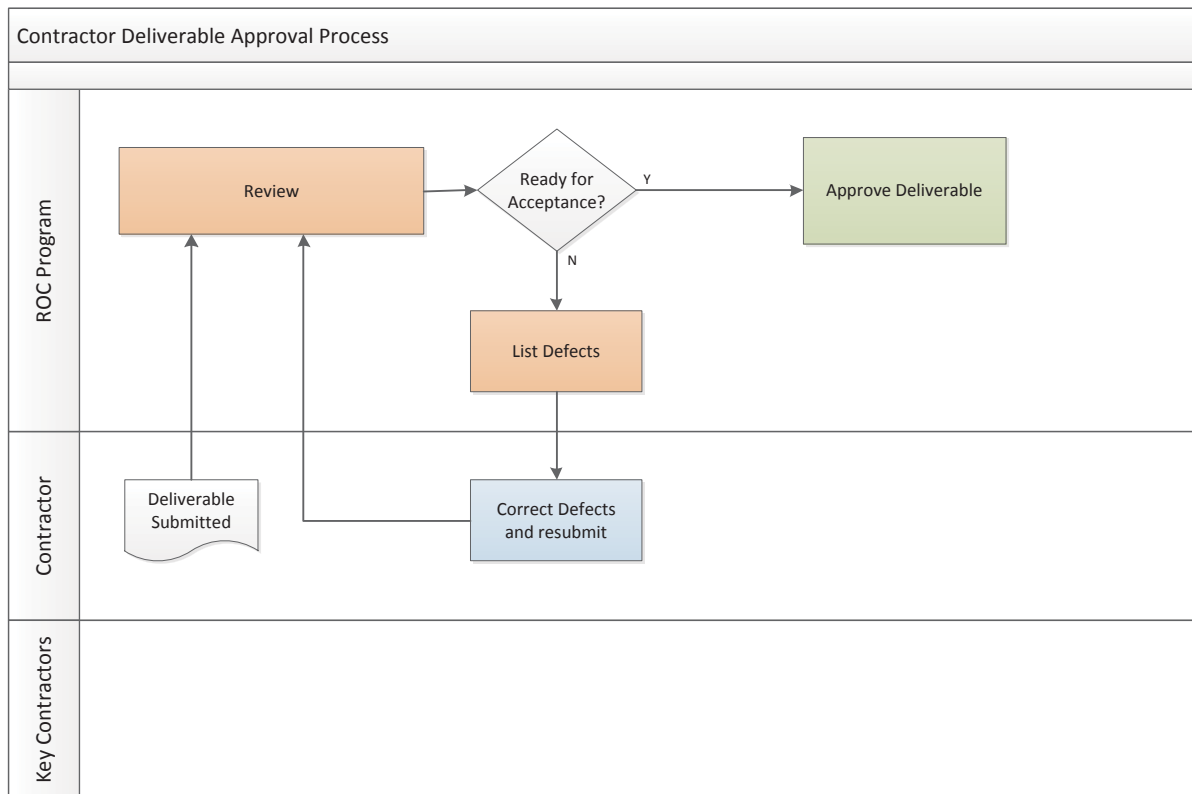
14.1.4. The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

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- a) Milestone Acceptance Forms must be signed by the Contractor’s Project Director and Customer’s Program Manager.
- b) Deliverables must be endorsed by a Customer’s delegate; notification by email of the endorsement is sufficient.
- c) Contractor Documents/Deliverables must be approved by a Customer’s Program Delegate; email approval is sufficient.
- d) The Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report.
- e) The Customer will authorise a nominated delegate for each product area that will have the authority to endorse/approve submitted Deliverables.
- f) Upon each Deliverable submission, approval/endorsement is expected within the timeframes stipulated in the Additional Conditions or such other time as may be agreed between the Parties. A request for approval/endorsement extension of a Deliverable may be requested by the Customer to the Contractor in exceptional circumstances.
- g) Deliverables not approved/endorsed by the Customer (as applicable) will be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer (as applicable).
- h) The re-submission consists of rectified Defects only and must be clearly identified as such.
- i) The Deliverable is considered approved once the Defects have been rectified and accepted.

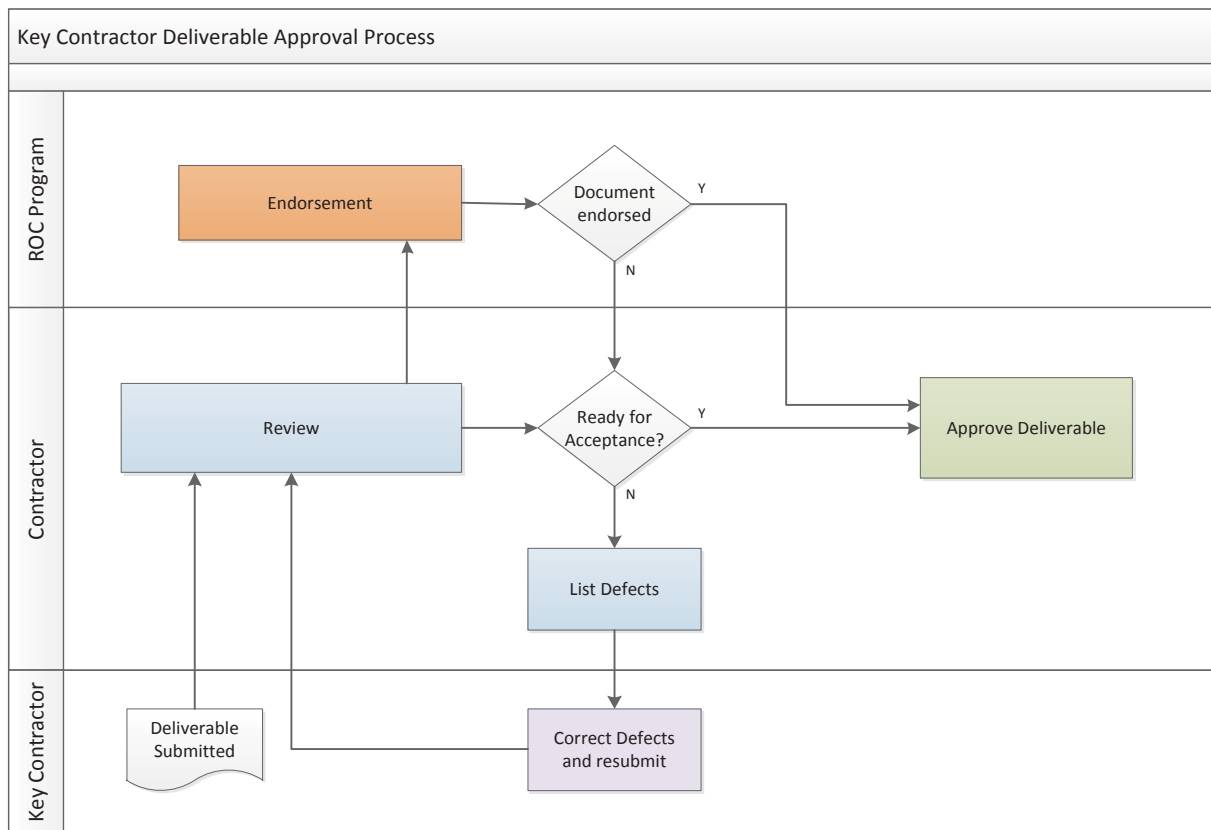
14.1.5. The approval process flow is identified in the following diagram:

Contractor Deliverables:



Key Contractor Deliverables:

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- 14.1.6. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.
- 14.1.7. The Contractor must ensure that the system described in the Detailed Design Documents:
- accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
 - if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
 - does not negatively impact the performance or functionality of any part of the Customer Environment, including the Customer's current solution.
- 14.1.8. Subject to section 14.1.7, the Customer (or its nominee) must review a Deliverable submitted during the Customer Contract in accordance with the Additional Conditions.
- 14.1.9. For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be the Requirements.
- 14.1.10. The Contractor agrees that any review, comment, approval, endorsement or election or failure to review, comment, approve, endorse or elect on the part of the Customer (or its nominee) under the Customer Contract:
- does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the Detailed Design;
 - does not limit or affect the provision of the Contractor warranties or indemnities;
 - does not constitute any expressed or implied representation, election, waiver or acquiescence on the part of the Customer;

- d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
- e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

14.2. Change Request

14.2.1. If:

- a) during the term of the Customer Contract the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Requirements (**Requirements Variation**); and
- b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

14.2.2. If:

- a) the Contractor is entitled to give the Customer a Change Request under section 14.2.1; and
- b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits a Deliverable,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

14.3. Summary Table of Deliverables

(Note: all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and the Build Phase and documented in the draft Project Schedule)

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Release 1 Detailed Design Technology Deliverables				
WBS 1	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 2	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 3	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 4	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 5	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 6	Project Communication Plan for Release 1	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 7	Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 8	Release 1 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 9	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 10	Release 1 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 11	Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 12	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 13	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 14	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 15	Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 16	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 17	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Detailed Design Transformation and Change Deliverables				
WBS 18	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 19	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 20	Change Impact Analysis (Release 1)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 21	Release 1 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Technology Deliverables				
WBS 22	Updated High Level Solution design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 23	Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 24	Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 25	Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 26	Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 27	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 28	Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 29	Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 30	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 31	Release 2 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 32	ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 33	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 34	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 35	Release 2 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 36	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 37	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 38	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Transformation and Change Deliverables				
WBS 39	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 40	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 41	Change Impact Analysis (Release 2)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 42	Release 2 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 3 Detailed Design Technology Deliverables				
WBS 43	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 44	Release 3 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 45	Release 3 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 46	Release 3 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 47	Release 3 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 48	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 49	Release 3 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 50	Release 3 Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 51	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 52	Release 3 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 53	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 54	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 55	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 56	Release 3 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 57	Release 3 Master Test Plan Draft	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 58	Requirements Traceability Matrix updated for Release 3	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 59	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 60	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 61	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 62	Change Impact Analysis (Release 3)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 63	Release 3 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Build Deliverables				
WBS 64	Interface Design Specification – one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 65	Updated Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 66	Updated Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 67	Updated Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 68	Updated Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 69	Updated Project Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 70	Updated Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 71	Updated Release 1 Data Technical Analysis Output (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 72	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 73	Updated Release 1 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 74	Updated Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 75	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 76	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 77	Updated Release 1 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 78	Updated Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 79	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 80	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Build Deliverables				
WBS 81	Interface Design Specification - one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 82	Updated Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 83	Updated Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 84	Updated Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 85	Updated Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 86	Updated ROC Technology Vendor Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 87	Updated Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 88	Updated Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 89	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 90	Updated Release 2 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 91	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 92	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 93	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 94	Updated Release 2 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 95	Updated Release 2 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 96	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 97	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Management Deliverables				

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 98	Preparation of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 99	Validation and loading of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 100	Development of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 101	Unit testing of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 102	Preparation of a delivery statement	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Profiling Deliverable				
WBS 103	ROC Release 1 – Data Profiling Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Configuration Deliverables – REM Configuration activities				
WBS 104	System Deliverable 1 – an environment populated with a clean set of configured data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 105	System Deliverable 2 – a validated instance of the REM Base Configuration	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Unit Testing / System Testing Phase				
WBS 106	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 107	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 108	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 109	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 110	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables - System Acceptance Testing (SAT)				
WBS 111	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 112	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – System Integration Testing (SIT)				
WBS 113	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 114	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 115	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 116	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 117	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Load and Performance Testing				
WBS 118	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 119	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 120	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 121	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 122	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 123	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 124	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 125	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 126	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 127	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 128	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 129	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 130	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 131	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 132	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverable – Operational Acceptance Testing (OAT)				
WBS 133	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Unit Testing / System Testing				

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 134	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 135	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 136	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 137	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 138	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables - System Acceptance Testing (SAT)				
WBS 139	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 140	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – System Integration Testing (SIT)				
WBS 141	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 142	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 143	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 144	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 145	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Load and Performance Test Phase				

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Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 146	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 147	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 148	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 149	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 150	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 151	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 152	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 153	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 154	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 155	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 156	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 157	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 158	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 159	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 160	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Operational Acceptance Testing (OAT)				
WBS 161	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Release and Deployment Deliverables				
WBS 162	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 163	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Release and Deployment Deliverables				
WBS 164	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 165	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

14.4. Contract Period

14.4.1. The Commencement Date is the date as stated in the General Order Form with a contract expiry as specified in Item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

14.5. Exclusions

14.5.1. Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables:

- a) Operational Visual Display System (OVDS);
- b) software licensing for IMS, DTTS and CIMS;
- c) business analytics and intelligence products:
 - i. business analytics has not been included in the scope of the Contractor's Services or Deliverables.
- d) safety assurance;
 - i. The Contractor will work with the Customer to support safety assurance activities, but accountability remains with the Customer. See document titled

Implementation Strategy - Sydney Trains Rail Operations Centre section 10 (Safety Assurance) for further clarification.

- e) master data management in source systems;
 - i. As per the BAFO, master data management in source systems, (including data analysis, data cleansing, and data conversion & migration) is excluded.
- f) procurement of TIBCO licences.

14.6. General Assumptions

14.6.1. Program Assumptions

- a) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- b) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Key Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- c) The Contractor is not responsible for resolving data quality issues and the Key Contractor(s) will be contracted directly by the Customer as required (NB the Contractor is to exhaust all options before escalation).
- d) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Key Contractor(s) and will have the necessary commercial agreements in place for the duration of the Project.
- e) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- f) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- g) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- h) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or Deliverables associated with this engagement.
- i) The software supplied by the Key Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- j) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- k) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- l) Any information reasonably requested by the Contractor to Key Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in Change Requests.
- m) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- n) The Customer will work with Key Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the Project Schedule including testing of the solution.
- o) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- p) If any dependent projects are added to the Project scope there could be additional effort incurred and a corresponding Change Request raised.

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- q) OCM change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Key Contractor assisting within the existing framework as set out by the Customer.
- r) The site and system environment for deploying the system will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of voice mail messages.
- s) In case of missing systems to be integrated, simulation devices are accepted as valid verification methods regarding the system functionality.
- t) All Deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- u) Prior to the start of each stage the detailed planning, Deliverables, resources and entry and exit criteria have been agreed by all parties.
- v) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- w) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- x) The Project plan and associated services estimates are subject to the agreement of the PIPP and other associated Order Documents.
- y) Any key Customer Project dependencies must be completed within the agreed timeline.
- z) The Customer's reasonable endeavours to work with the Key Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- aa) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in Detailed Design Phase workshops.
- bb) Rescheduling of workshops by the Customer that result in delays to the Project could result in Change Requests.
- cc) The responsibilities for delivery of Services and Deliverables will be as listed in sections 6 and 7 above.
- dd) For the Change Impact Analysis Deliverable, a baseline for each dimension will be provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- ee) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.

14.6.2. Technical Assumptions

The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for Configuration and Customisation.
- b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.

- e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Key Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- g) As a minimum, the Customer will manage and provide the necessary environments for the ROC Program, (the Technology Environment Management Strategy document will provide a definitive list).
- h) The Contractor will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- i) The Customer will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Key Contractor;
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and
 - iv. 'User Acceptance Testing' environment.
- j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into the Key Contractor's solutions without rework.
- l) SMEs familiar with the data layout, its meaning and purpose are available and support the data import process.
- m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- n) Subject to section 15.9, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

15. Project Management

15.1. Advice and knowledge transfer

Subject to the exclusions in section 14.5, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

15.2. Contractor assistance

If requested, the Contractor must participate in all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- a) that the Requirements, are accurate and complete; and
- b) the Contractor's proposed solution.

15.3. Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

15.4. Risk management

15.4.1. As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- b) includes delivery risks,

(Issues Register).

15.4.2. The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Commencement Date.

15.4.3. As at the date the Contractor provides a draft of the Issues Register under section 15.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

15.4.4. The Contractor must report to the Customer:

- a) any issues or risks (including any delivery risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- b) any change in the status of the delivery risks, immediately on becoming aware of that change in status.

15.5. Cooperation with Key Contractors

15.5.1. The Contractor must, at no additional cost to the Customer:

- a) coordinate and cooperate with the Key Contractors in relation to the Project;
- b) without assuming any liability for the contents of a Key Contractor's Detailed Design documents, provide all assistance and cooperation reasonably required by the Key Contractors;
- c) comply with all other requests of the Key Contractors to the extent relevant to the Key Contractors' services or deliverables;
- d) not delay or interfere with the performance of the Key Contractors' services or deliverables in relation to the Project;
- e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to Key Contractors' services or deliverables in relation to the Project; and
- f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

15.6. Communication with Key Contractors:

15.6.1. The Contractor must not, without the Customer's prior written consent:

- a) give a Key Contractor a direction or instruction which will or is likely to vary the Key Contractor's scope in relation to the Project;
- b) give a Key Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Key Contractor in relation to the Project;

- c) give a Key Contractor a direction or instruction which will or is likely to delay the time that the Key Contractor is obliged to complete its services or deliverables in relation to the Project;
- d) accept directions or instructions from any Key Contractor in relation to the Contractor's services or the deliverables; or
- e) consent to any waiver, release, variation or reduction to or of any obligation of any Key Contractor in relation to the Contractor's services or deliverables.

15.6.2. The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and a Key Contractor, or between Key Contractors, in connection with the Project.

15.7. **Not used**

15.8. **Disputes between the Contractor and Key Contractors**

- 15.8.1. The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with a Key Contractor by discussion and negotiation without the Customer's involvement.
- 15.8.2. Where the Contractor has notified the Customer under section 15.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.
- 15.8.3. The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.
- 15.8.4. The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

15.9. **Reliance on Key Contractors' work**

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Key Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

15.10. **Return obligations**

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

15.11. **Delivery Address**

The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.

16. **Customer Supplied Items (CSI) and Customer Obligations**

16.1. **Overview**

16.1.1. Subject to section 16.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Commencement Date:

- a) project scope (as documented in the architecture blueprint);
- b) functional requirements (as provided in the RFP);
- c) non-functional requirements (as provided in the RFP);
- d) draft Implementation & Maintenance Phase PIPP;
- e) system security requirements;
- f) data management strategy;
- g) project concept and review;
- h) architecture blueprint;
- i) systems impacted (existing);
- j) interface specifications (where available);
- k) technical policies and standards;
- l) draft Procure IT (the Customer Contract and this PIPP);
- m) ROC organisation structure;
- n) ROC program high level roadmap;
- o) draft ROC program test management framework;
- p) current processes;
- q) concept of operations;
- r) Transformation and Change Requirements v4.1;
- s) ROC Systems Assurance and Planning Framework documents; and
- t) ROC Data Architecture High-Level Strategy.

16.1.2. The Customer must:

- a) provide the High Level Solution Designs provided by the Key Contractors;
- b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;

- c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project;
- f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP; and
- g) provide copies of relevant parts of contracts with Key Contractors in accordance with clause 18.3 of Module 13A (a clause added to Module 13A under the Additional Conditions).

16.1.3. The Parties acknowledge and agree that the Customer Supplied Items (CSI) are those items specified in sections 16.1.1 and 16.2.

16.2. CSI Facilities and Equipment

16.2.1. The Customer has provided the following CSI, subject to the following conditions:

- a) desktop equipment for the agreed number of Contractor's Personnel working on Site, subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- b) ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;
- c) internet access from each desktop to access the Contractor's webmail and intranet ;
- d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor's Australian offices;
- e) including the following activities, tasks, functions and responsibilities and supply the following items:

#	Item	Description
1.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network.

16.3. CSI verification

16.3.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.

16.3.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.

16.3.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

16.4. Personnel

- 16.4.1. The Contractor must ensure that each member of the Contractor’s Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 16.4.2. Any of the Contractor’s Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 16.4.3. The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 16.4.4. Nothing in Appendix B affects the scope of the obligations of either party as described in this PIPP.

16.5. Subcontractors

- 16.5.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

16.6. Approval by the Customer

- 16.6.1. Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with section 9 of the Additional Conditions.
- 16.6.2. The Customer’s approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

17. Payment Plan

17.1. Contract Price

- 17.1.1 The Contract Price for the Contractor to complete Release 1 and Release 2 of Detailed Design, Interim Detailed Design (Release 3) Phase, Implementation (Release 1) Phase (including Interim Testing (Release 1) Phase) and Interim Implementation (Release 3) Phase are detailed below.
- 17.1.2 The Contract Price for the Contractor to complete all Services and Deliverables under this Customer Contract as varied up to and by Change Request 5 is [REDACTED] (ex GST). This is payable in the instalments at successful completion of each of the milestones set out in the table below.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			
28 August monthly milestone	[REDACTED]	1	[REDACTED]
25 September monthly milestone	[REDACTED]	1	[REDACTED]

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Deliverable	Price per Unit	Quantity	Extended Price
30 October monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 1		1	
		Sub-Total:	
		Any Other Charges:	
		Total (Excl. GST)	
		GST:	
This is the Contract Price (including GST)		Total Amount:	
Release 2 Detailed Design			
4 December 2015 monthly milestone		1	
15 January 2016 monthly milestone		1	
19 February 2016 monthly milestone		1	
18 March 2016 monthly milestone		1	
Change Request 3			
30 April 2016 monthly milestone		1	
30 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables		1	

Deliverable	Price per Unit	Quantity	Extended Price
for Release 2			
	Sub-Total (being [REDACTED] as per above, less [REDACTED] for Release 2 Detailed Design adjustment):		[REDACTED]
Any Other Charges			
	Total (Excl. GST)		[REDACTED]
	GST:		[REDACTED]
Contract Price (including GST)	Total Amount:		[REDACTED]
Release 3 Detailed Design			
Change Request 4 (Interim Release 3 Detailed Design)			
31 August 2016 interim monthly milestone	[REDACTED]	1	[REDACTED]
30 September 2016 interim monthly milestone	[REDACTED]	1	[REDACTED]
31 October 2016 interim monthly milestone	[REDACTED]	1	[REDACTED]
Change Request 5 (Interim Release 3 Detailed Design (DTTS))			
31 August 2016 monthly milestone	[REDACTED]	1	[REDACTED]
30 September 2016 monthly milestone	[REDACTED]	1	[REDACTED]
31 October 2016 monthly milestone	[REDACTED]	1	[REDACTED]
30 November 2016 monthly	[REDACTED]	1	[REDACTED]

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Deliverable	Price per Unit	Quantity	Extended Price
milestone			
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	
Release 3 Detailed Design successfully completed		1	
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	
Any Other Charges:			
		Total (Excl. GST)	
		GST:	
Contract Price (including GST)		Total Amount:	
Implementation (Release 1) Phase			
Change Request 1 (Interim Implementation (Release 1) Phase)			
30 November 2015		1	
18 December 2015*		1	
29 January 2016		1	

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Deliverable	Price per Unit	Quantity	Extended Price
29 February 2016		1	
Change Request 3			
31 March 2016 monthly milestone		1	
30 April 2016 monthly milestone		1	
31 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Change Request 4 (Implementation (Release 1) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Release 1 Build successfully completed (29 June 2016)		1	
Release 1 SIT successfully completed (16 September 2016)		1	
Change Request 5			
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
Release 1 User Acceptance		1	

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Deliverable	Price per Unit	Quantity	Extended Price
Testing (UAT) successfully completed (anticipated 1 November 2016)			
30 November 2016 monthly milestone		1	
Release 1 Deployment successfully completed (anticipated 10 December 2016)		1	
Post Implementation Verification (PIV) successfully completed		1	
		Sub-Total:	
*18 December is Christmas close down date for the ROC Program			
Any Other Charges:			N/A
		Total (Excl. GST)	
		GST:	
Contract Price (including GST)		Total Amount:	
Implementation (Release 2) Phase			
Change Request 4 (Interim Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
Change Request 5 (Implementation (Release 2) Phase)			

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Deliverable	Price per Unit	Quantity	Extended Price
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	
Release 2 Build successfully completed (anticipated 31 March 2017)		1	
30 April 2017 monthly milestone		1	
*16 December 2016 is Christmas close down date for the ROC Program			
			Sub-Total:
Any Other Charges			
			Total (Excl. GST)
			GST
Contract Price (including GST)			Total Amount:

Deliverable	Price per Unit	Quantity	Extended Price
Support Services			
Provision of Program Maintenance for Release 1	██████████ per month	12	██████████
Provision of 'heightened' Program Maintenance for Release 1	██████████	2	██████████
	Total (Excl. GST)		██████████
	GST:		██████████
Price (including GST)	Total Amount:		██████████
Additional Services (obtained in relation to various Phases)			
Change Request 2			
(Extension of T&M under CR2)		██████████	██████████
Change Request 3			
(Extension of T&M under CR3)		██████████	██████████
Change Request 4			
Extension of Organisational Design Support to 2 September 2016		██████████	██████████
Extension of Data Configuration to 10 December 2016		██████████	██████████
Provision of Data Management Services to 31 October 2016		██████████	██████████
Provision of Integrated Support to 14 October 2016		██████████	██████████

Deliverable	Price per Unit	Quantity	Extended Price
Change Request 6			
Transition Services			
Cross Stream Testing Services			
		Total (Excl. GST)	
		GST	
Contract Price (including GST)		Total Amount:	
Contract Price			
Detailed Design Release 1			
Detailed Design Release 2			
Detailed Design Release 3			
Implementation Release 1			
Implementation Release 2			
Support Services			
Additional Services			
Total Contract Price (ex GST)			

17.2. Payment

- 17.2.1. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 17.1.
- 17.2.2. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

17.3. Liquidated Damages

- 17.3.1. Item 21 of the General Order Form confirms that liquidated damages apply.
- 17.3.2. The Milestone which is the LD Obligation is AAD for Release 3. The due date for completion of that milestone is to be set out in the Project Schedule (intended to be under a Change Request after CR5).
- 17.3.3. The amount of liquidated damages for the purposes of Item 21 of the General Order Form is [redacted] per day.

17.3.4. The maximum number of days for which liquidated damages are payable is a maximum of 21 days after the LD Obligation.

17.4. Rates

17.4.1. The Contract Price above is the total Contract Price for the Project. Where the parties agree that any additional or changed scope of work under a Change Request, the Parties agree that the rates set out below apply. The rates below are valid until 30 June 2017. The Parties agree to negotiate in good faith revised rates for any such work beyond 30 June 2017. All amounts below are expressed on a GST exclusive basis.

Period 1: July 1st 2014 – June 30th 2015

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years experience in rail operational control systems		

Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support	Analysis, high level and detailed business requirements for a number of areas - 5		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Engineer	years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

Period 3: July 1st 2016 – June 30th 2017

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

18. Governance

18.1. Authorised Representatives

18.1.1. For the purposes of the Customer Contract:

- a) the Customer's Authorised Representative is Mark Pigot; and
- b) the Contractor's Authorised Representative is Steve Keenaghan.

18.2. Management committee

18.2.1. For the purposes of the Customer Contract the following are members of the management committee:

- a) Mark Pigot;
- b) Stefano Bianchini;

- c) Jason Galer; and
- d) Steve Keenaghan

18.2.2. The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

18.3. Management committee function

18.3.1. The function that the management committee is to:

- a) review and monitor progress under the Customer Contract; and
- b) carry out any other functions stated in Item 16 of the General Order Form.

18.4. Management committee meetings

The management committee must meet no less than once a month during the Project at the times and locations specified by the Customer.

18.5. Management committee progress report

18.5.1. The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 18.4, provide the Customer with a progress report which at a minimum should include:

- a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- d) draft updates of relevant parts of the Contract Specifications;
- e) any new Change Requests or Contract Variations (if applicable);
- f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements Release 1 & Release 2

The Initial Requirements for each Release are the Customer's requirements set out in the High Level Business Requirements document..

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Anthony Rakuljic	Account Director	<ul style="list-style-type: none"> Customer relationship management the between Customer and the System Integrator Ensures that all contractual arrangements are in place prior to project commencement
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Directs the implementation of the project and transformation activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
Conrad Kerin	Project Manager (Release 1)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
David Hayward	Project Manager (Release 3)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Ayman Sidky	Project Manager (Release 2)	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies. Report on project progress.
Chris Johnstone	Solution Architect	Define detailed technical solution design
Bryce Jackwitz	Project Support Officer	<ul style="list-style-type: none"> Support management of project logistics Document project meeting minutes
James Horton	Lead Solution Architect	Manage and coordinate technical solution and associated technical design
Guarav Jain	Solution Architect	Define detailed technical solution design
Guy Swift	Integration Architect	Define detailed integration solution design
Giuliano Masino	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements

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		<ul style="list-style-type: none"> Specify system change requirements
Alan Luscombe	Integration Design Lead	Design and document Technical Specifications for Interfaces
Helena Enjeti	System Analyst (Release 1)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Daniel Scott	System Analyst (Release 2)	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	Develop/review Data Management Strategy
Stephen Prince	Senior Business Analyst (Release 2)	Understand and define detailed business and system requirements
Conrad Kerin	Transition Manager	<ul style="list-style-type: none"> Manage the Deployment and Release activities Develop and Implement the Transition to Support Plan
TBA	Support Analyst	<ul style="list-style-type: none"> Implement the Transition to Support activities Provide post Go-Live Project Support
Solon Kypridemos	Senior Business Analyst (Release 2)	Understand and define detailed business and system requirements and define business processes to be supported
Catherine Ohis	Business Analyst (Release 1)	Understand and define detailed business and system requirements
Huong Le-Dao	Organisational Change SME	Organisation design and role definitions
Sri Kumar Nair	Change Specialist (Release 1)	Organisation Change Management & Organisation Design implementation
Debra Dodd	Test Lead (Release 1)	Coordinating and overseeing of all testing activities
Kelly McDonald	Change Specialist (Release 2)	Change agent, focusing on facilitating adoption & business transformation
Malcolm Jones	Test Manager	Coordinating and overseeing of all testing activities
Joe De Lima	Master Scheduler	Schedule & planning of project logistics
Shreyas Malavia	Integration Architect	Define detailed integration solution design

2 Customer roles and responsibilities

Name	Role	Responsibility
Mark Pigot	Technology Team Manager	Management of the Technology Team
Stefano Bianchini	Lead Architect	Oversight of Technical Design for ROC

Ajilon Implementation PIPP (CR6)

Name	Role	Responsibility
		Program
Jason Galer	Contract Performance Manager	Oversight of Commercial negotiations and management of ROC Agreements
Imola Novak	Project Manager	Project Management of ROC Key Contractors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Sydney Trains Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Project Schedule

See Project Schedule documents embedded here.



ROC Master DTTS ROC - DP1 and DP2
Schedule DRAFT v1.0 Deliverables List V111

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

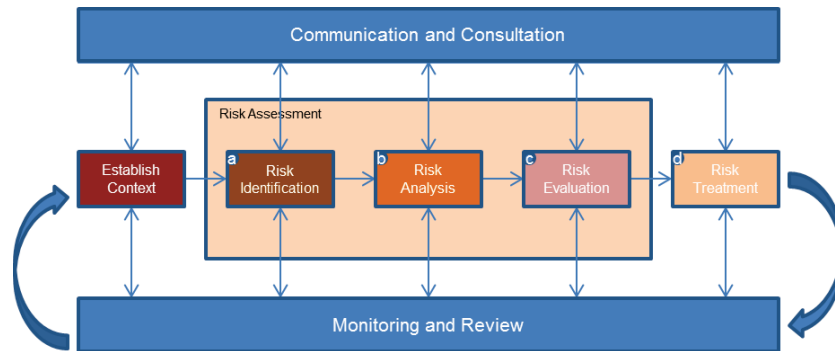


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Appendix E – Milestone Acceptance Form



Appendix E-
Acceptance Form.doc

DRAFT



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible, consulted and informed for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

The following is the RACI previously used for the Detailed Design Agreement, less the Agreement and PIPP Deliverables. The Parties acknowledge and agree to retain the RACI for Detailed Design work required for Release 3.

#	Release 1 Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	R	A,R	C
8.	Release 1 Data Technical Analysis Outputs	R	A,R	R
9.	Updated Technology Implementation Strategy	R	A,R	C
10.	Release 1 Technology Implementation Plan (Template)	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Updated Project Management Plan	R	A,R	C
13.	RACI	C	A,R	C
14.	Updated Release 1 Product Gap Analysis	R	A	I
15.	Release 1 System Test Plan	R	A,R	C
16.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
17.	Technology Environment Management Strategy	R	A,R	C
18.	Operating Model	R	A,R	R

19.	Draft recommended ROC organisational structure	R	A,R	R
20.	Change Impact Analysis (Release 1)	R	A,R	C
21.	Release 1 Training Needs Analysis	R	A,R	C

	Release 1 Updated Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	C	A,R	C
8.	Release 1 Data Technical Analysis Outputs	C	A,R	R
9.	Technology Implementation Strategy	R	A,R	C
10.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Technology Implementation Plan	A, R	R	C
13.	Updated Project Management Plan	R	A,R	C
14.	RACI	R	A,R	C
15.	Updated Release 1 Product Gap Analysis	R	A, R	C
16.	Release 1 System Test Plan	A, R	C	C
17.	Technology Environment Management Strategy	C	A,R	C

	Release 1 New Deliverables	Contractor	Systems Integrator	Customer
	Build Phase			
1.	Release 1 Technology Implementation Plan	R	A,R	C
2.	Interface Documentation for SIRI	A,R	C	C
3.	Shadow Data Base Documentation	A,R	C	C
4.	Interface Documentation for Notification Functionality (REM)	A,R	C	C
5.	Documentation of the REM Data Model	A,R	I	I
6.	User Manual for Emergency Management Client (EMC)	A,R	I	I
7.	User Manual for Data Management Client (DMC)	A,R	I	I
8.	User Manual for Web Portal	A,R	I	I
9.	User Manual for REM Mobile 2016.R1	A,R	I	I
10.	IMS (REM 2016.R1) Licensed Software	A,R	C	C
11.	Licensed Software (REM Mobile 2016.R1)	A,R	C	C

12.	Data Configuration Work Packages	C	A,R	C
13.	Configuration Validation Results	C	A,R	C
14.	REM Data Configuration Change Management Specification	C	A,R	C
	Release 1 Data Management Deliverables			
15.	Preparation of source data	C	A, R	C, I
16.	Validation and loading of source data	C	A, R	C, I
17.	Development of SQL scripts	C	A, R	C, I
18.	Unit testing of SQL scripts	C	A, R	C, I
	Release 1 Data Profiling Deliverable			
19.	Data Profiling Report	C	A, R	C, I
	Release 1 Data Configuration Deliverables			
20.	System Deliverables 1 - an environment populated with a clean set of configured data	C	A, R	C
21.	System Deliverables 2 - an environment populated with a clean set of configured data	C	A, R	C
	REM Mobile Non-Production Deployment			
22.	REM Mobile Software Update (QR Code deployment)	A, R	I	I
23.	REM Mobile Configuration Process Documentation	A, R	C	C
24.	REM Mobile Deployment Process Documentation	A, R	C	C
25.	REM Mobile Hand-over to support Documentation (handover of non-production processes & procedures)	A, R	C	C
26.	Update of REM Mobile Functional Specification (2016.R1)	A, R	C	I
27.	Update of REM Mobile Test Objective Matrix (2016.R1)	A, R	C	I
28.	Update of REM Mobile User Manual (2016.R1)	A, R	C	I
29.	Update of Requirements Traceability Matrix (2016.R1)	A, R	C	I
	REM & REM Mobile 2016.R2			
30.	REM System/Software Delivery (REM Release 2016.R2)	A, R	C	C
31.	REM System/Software Delivery (REM Mobile 2016.R2)	A, R	C	C
32.	Update of Gap Analysis (REM and REM Mobile Release 2016.R2)	A, R	C	C
33.	Update of Functional Specification (REM and REM Mobile Release 2016.R2)	A, R	C	C
34.	Update of Interface Documentation for SIRI (REM 2016.R2)	A, R	C	C
35.	Interface Documentation for Notification Functionality (REM 2016.R2)	A, R	C	C
36.	Update Documentation of the REM 2016.2 Data Model	A, R	I	I
37.	Update of User Manual for Emergency Management Client (EMC) (REM 2016.R2)	A, R	I	I
38.	Update of User Manual for Data Management Client (DMC) (REM 2016.R2)	A, R	I	I
39.	Update of User Manual for REM Mobile (REM Mobile 2016.R2)	A, R	I	I
40.	Update Requirements Traceability Matrix for REM 2016.R2	A, R	C	C
41.	Test Summary Report for System Test (REM Release	A, R	I	I

	2016.R2)			
42.	Test Summary Report for System Test (REM Mobile 2016.R2)	A, R	I	I
	Testing Deliverables			
	SAT			
43.	SAT Test Objective Matrix	A,R	C	C
44.	SAT Test Cases	A,R	C	C
45.	SAT Test Summary Report	A,R	C	C
	System Testing for TIBCO and Other Interfaces			
46.	Detailed Test Plan	A, R	C	C
47.	Test Objective Matrix	C	A,R	C
48.	Test Cases	C	A,R	C
49.	Test Reporting	C	A, R	C
50.	Test Summary Report	C	A,R	C
	SIT			
51.	Detailed Test Plan	C	A,R	C
52.	Test Objective Matrix	C	A,R	C
53.	Test Cases	C	A,R	C
54.	Test Reporting	C	A, R	C
55.	Test Summary Report	C	A,R	C
	Load and Performance Testing			
56.	Detailed Test Plan	C	A,R	C
57.	Test Objective Matrix	C	A,R	C
58.	Work Load Matrix	C	A, R	C
59.	Test Scripts	C	A, R	C
60.	Test Reporting	C	A, R	C
61.	Test Summary Report	C	A,R	C
	User Acceptance Testing			
62.	Detailed Test Plan	C	A,R	C
63.	Test Objective Matrix	C	A,R	C
64.	Test Cases	C	A,R	C
65.	Test Reporting	C	A, R	C
66.	Test Summary Report	C	A,R	R
	Enterprise Release Management (ERM) Regression			
67.	Test Objective Matrix	C	A, R	C
68.	Test Reporting	C	A, R	C
69.	Test Summary Report	C	A, R	C
	Operational Acceptance Testing			
70.	Detailed Test Plan	C	C	A,R
71.	Test Objective Matrix	C	C	A,R
72.	Test Cases	C	C	A,R

73.	Test Summary Report	C	C	A,R
	Security and Penetration Testing			
74.	Detailed Test Plan	C	C	A,R
75.	Test Objective Matrix	C	C	A,R
76.	Test Cases	C	C	A,R
77.	Test Summary Report	C	C	A,R
	Cross Stream Testing			
78.	Detailed Test Plan	C	C	A,R
79.	Test Objective Matrix	C	C	A,R
80.	Test Cases	C	C	A,R
81.	Test Summary Report	C	C	A,R
	Deployment Deliverables			
82.	Handover To Support Plan	R	A,R	C
83.	Post Implementation Verification Report	C	A, R	C
	Training			
84.	Train the Trainer Training Material	A,R	C	I
85.	System Administration Train Material	A,R	C	I
86.	Application Administration Training Material	A,R	C	I

Appendix G – Acceptance Criteria

1. Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

2. Acceptance Criteria for Document Deliverables

2.1. Standard List of Approval Criteria

2.1.1. The Acceptance Criteria for all document Deliverables are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase or as agreed after the Project Preparation Phase (if applicable);
- b) that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (of this PIPP, where stated);
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Deliverable;
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/Contractor workshops.

2.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

2.1.3. AAD for a document that is a Deliverable occurs when that document is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

3. Approval Criteria for other Deliverables

3.1.1. The Acceptance Criteria for Deliverables other than document Deliverables are the acceptance criteria for those Deliverables as set out in the Deliverables developed in the relevant Detailed Design Phase for that Deliverable, or any other criteria that may be necessary to demonstrate that the Deliverable meets the Requirements.

Appendix H – Testing Baseline

See embedded document: ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)



ROC-BCT-SG-0001
v2.0_ROC Program T



Rail Operations Centre Program Test Management Framework

Program Management Document Control

Project or Program	Rail Operations Centre (ROC)
---------------------------	------------------------------

Document Ownership Information

TRIM#

Capital Register ID	3141.02	
Sponsor	Howard Collins, Chief Executive	Sydney Trains
Sponsor's Delegate	TBC	Future Network Delivery Directorate
Program Director	Matt McInnes, ROC Program Director	Future Network Delivery Directorate

Document Name and Version Control

(Circulated versions only)



Document Name & Location		<u>ROC-BCT-SG-0001 v2.0 ROC Program Test Management Framework (Approved)</u>	
Version	Date	Author	Reason for Issue / Changes Included
v0.1	12 Dec 2014	Simon Baker	Initial draft for internal program review
V0.2	13 Jan 2015	Simon Baker	Updated with feedback from internal Program review
V1.0	15 Jan 2015	Simon Baker	Updated with feedback from Stefano Bianchini for distribution to technology vendors participating in HLSD
V1.1	27 Nov 2015	Simon Baker	Updated for internal Program review
V1.2	6 Mar 2016	Simon Baker	Updated with feedback from internal Program review and reissued for internal Program endorsement
V1.3	23 Mar 2016	Simon Baker	Version internally endorsed by the Program. Shared with external Program stakeholders for review
V2.0	15 April 2016	Simon Baker	Updated with feedback from external Program stakeholder review and reissued for external Program stakeholder endorsement

Document Approvals, Endorsements and Distribution






Stakeholders are requested to approve/endorse this document as an agreed ROC Program Test Management Framework baseline as at ROC Release 1, Gate 2. That is, the document outlines a Test Management Framework which is appropriate for the ROC Program and upon which subsequent, more detailed test planning documentation should be based. In the event thinking in relation to the Test Management Framework changes in a material way throughout the life of the ROC Program, this document will be iterated and redistributed for review, approval/endorsement to provide an updated baseline.

Note – Resources named below are requested to share this document within their domain(s) as required. This document may need to be socialised with new vendors engaged on the ROC Program after it has been baselined for ROC Release 1, Gate 2.

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Glossary of Terms and Abbreviations

Term/Abbreviation	Description
AEO	Authorised Engineering Organisations
ASA	Asset Standards Authority
BAFO	Best and Final Offer
BAU	Business As Usual
BCP	Business Continuity Plan
CAB	Change Approval Board
CIMS	Customer Information Management System
CMP	Configuration Management Plan
COTS	Configurable Off The Shelf
DRICA-SBA	Register of Dependencies, Risks, Issues, Changes, Actions, Scope, Benefits & Assumptions
DTP	Detailed Test Plan
DTTS	'Day of Operations' Train Timetabling System
E2E	End To End
ERM	Enterprise Release Management
HLSD	High Level Solution Design
HP ALM	HP Application Lifecycle Management
IAP	Infrastructure Assurance Plan
REM	Incident Management System
L&P	Load & Performance
NFR	Non-Functional Requirement
ONRSR	Office of the National Rail Safety Regulator
OVDS	Operational Visual Display System
PCR	Program Change Request
PCE	Phase Containment Effectiveness
PEFM	Project Execution Framework Methodology. PEFm (TfNSW) templates are used in Sydney Trains IT as the Technology layer (System Development Lifecycle) for IT projects or projects with an IT component
PIV	Post Implementation Verification
PMLC	Project Management Life Cycle. PMLC (Sydney Trains) templates must be used when seeking Capital funding approval through the establishment of business cases to analyse, justify, track and report on costs and benefits for the investment of Sydney Train projects.
Program	ROC Program
PT	Performance Testing
QAS	Quality Assurance Services
QTP	Quick Test Professional
RfP	Request for Proposal
RMP	Requirements Management Plan
RMC	Rail Management Centre
ROC	Rail Operations Centre
ROC Solution	The baseline ROC Solution Design defines the ROC Solution Scope of delivery for technology, people and process, and infrastructure to achieve the desired program outcomes and to realise the end benefits in accordance with the business and stakeholder expectations.

Term/Abbreviation	Description
RQA	Requirements Quality Assurance
SAPF	Systems Assurance & Planning Framework
SIT	System Integration Testing
SME	Subject Matter Expert
SoW	Statement of Work
ST	System Testing
T&C	Transformation & Change
Test Cycle	Test execution for a phase is divided into Test Cycles. Each Cycle of execution will have an agreed number of test cases which will be executed during the cycle within the specified duration of the phase.
TEMS	Technology Environment Management Strategy
TfNSW	Transport for NSW
TID	Technical Infrastructure Design
TOM	Test Objectives Matrix
TSR	Test Summary Report
UAT	User Acceptance Testing
UI	User Interface
UT	Unit Testing

ROC Program Test Management Framework

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1 Executive Summary

This document positions the ROC Program Test Management Framework within the high level context of the ROC Program:

- Solution
- Team structure
- Release Strategy
- Systems Assurance and Planning Framework (SAPF)

The ROC Program solution will include the following components:

- New technology systems, integrated with existing technologies
- New ways of working including new Business processes and organisational structure
- New infrastructure including property and operational technology systems

All these components must ultimately combine to form a ROC Solution which can be demonstrated to be safe, complete, correct and fit for purpose. While the Program has been structured into delivery streams, with this outcome in mind it follows stream deliverables should be produced in the context of the final solution from requirements, through to design, build, testing and acceptance.

The SAPF is a series of plans which outline how assurance will be applied across the ROC Program. Verification and Validation (V&V) is one of many methods by which the ROC Program will assure deliverables. Testing is a sub-set of V&V and as such is an important element of the ROC Program's overall assurance strategy.

This document outlines how ROC Program testing will be delivered and fit within the wider Program approach to V&V and the SAPF.

The ROC Program Test Management Framework reflects the ROC Program Team structure. Within streams, components of the solution should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components. This pattern will continue until stream deliverables are brought together and the solution tested as a whole.

Progressive assurance and testing will help build both the Business and Program confidence required to implement the solution into Business operations and 'go-live'.

2 Introduction

2.1 ROC Overview

The Rail Operations Centre (ROC) is a Sydney Trains led program seeking to improve management of 'day of operations' activities and improve the delivery of services for Sydney Trains, NSW Trains and their customers via the delivery of:

- Infrastructure: a new ROC building
- People: co-location of 'day of operations' functions into the ROC
- Technology: four new system capabilities
- Processes: new improved ways of working enabled by all of the above

2.2 ROC Vision

The ROC Program supports the strategy of Transport for New South Wales (TfNSW), Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of "putting the customer at the heart of everything we do".

Better coordination, communication, and management will be achieved through the ROC, which will co-locate teams and transform the processes, systems, and communications for 'day of operations' functions. This co-location is expected to include computer based signalling locations, train control, security, customer information, fleet management, asset monitoring and incident response functions.

The transformation will deliver consistent, accurate, timely and up to date information to customers about delays and enable faster incident resolution and service recovery. It will provide the operational management of the Sydney Trains network with a highly coordinated customer focus and will support the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy and future business model changes.

2.3 ROC Program Delivery Structure

Given the complexity of the ROC Program a robust governance structure is required. The ROC Program has been set up with an organisational structure which aims to:

- Ensure appropriate oversight of the program's continual performance
- Enable effective and informed decision making from stakeholders outside of the delivery structure.

Program delivery has been organised into five streams, with overarching program management governance:

- Infrastructure - delivery of the physical building and its supporting infrastructure
- Technology - delivery of the four new core systems and integration into existing systems
- Transformation and Change - new ROC processes, people and organisational structures
- Solution Integration - program assurance and delivery of program benefits within acceptable risk tolerance
- Business Continuity & Program Testing - delivery of Business Continuity capability and Cross Stream Testing

The early phases of the technology program have been broken up as follows:

- High Level Design – A period of approximately five weeks commencing in early January 2015 in which two consortiums of vendor(s) worked with the ROC Program to develop parallel High Level Solution Designs (HLSD) and a BAFOs, among other deliverables

- Detailed Design – Following the parallel High Level Design Phase technology vendor(s) were down selected to participate in the Detailed Design Phase

2.4 ROC Technology Systems

The ROC 'day of operations' model will be supported by four new technology systems, integrated with each other and into the existing Sydney trains technology environment:

- 'Day of Operations' Train Timetabling System (DTTS) - Provides computerised support for monitoring services and managing service disruptions.
- Incident Management System (REM) - Provides computerised support for identification of incidents, assignment of priority, allocation of pre-planned workflows, tracking of progress, escalation and reporting.
- Customer Information Management System (CIMS) - Provides a single source of truth for customer information and the co-ordinated distribution of planned service details as well as service disruption information over multiple channels.
- Operational Visual Display System (OVDS) - Provides an integrated monitoring capability. It supports the creation of virtual walls containing the output from multiple source systems.

In addition to meeting the business needs and capabilities of the ROC, the new systems will also support international transport-based integration standards and allow for future expansion into computer based traffic management.

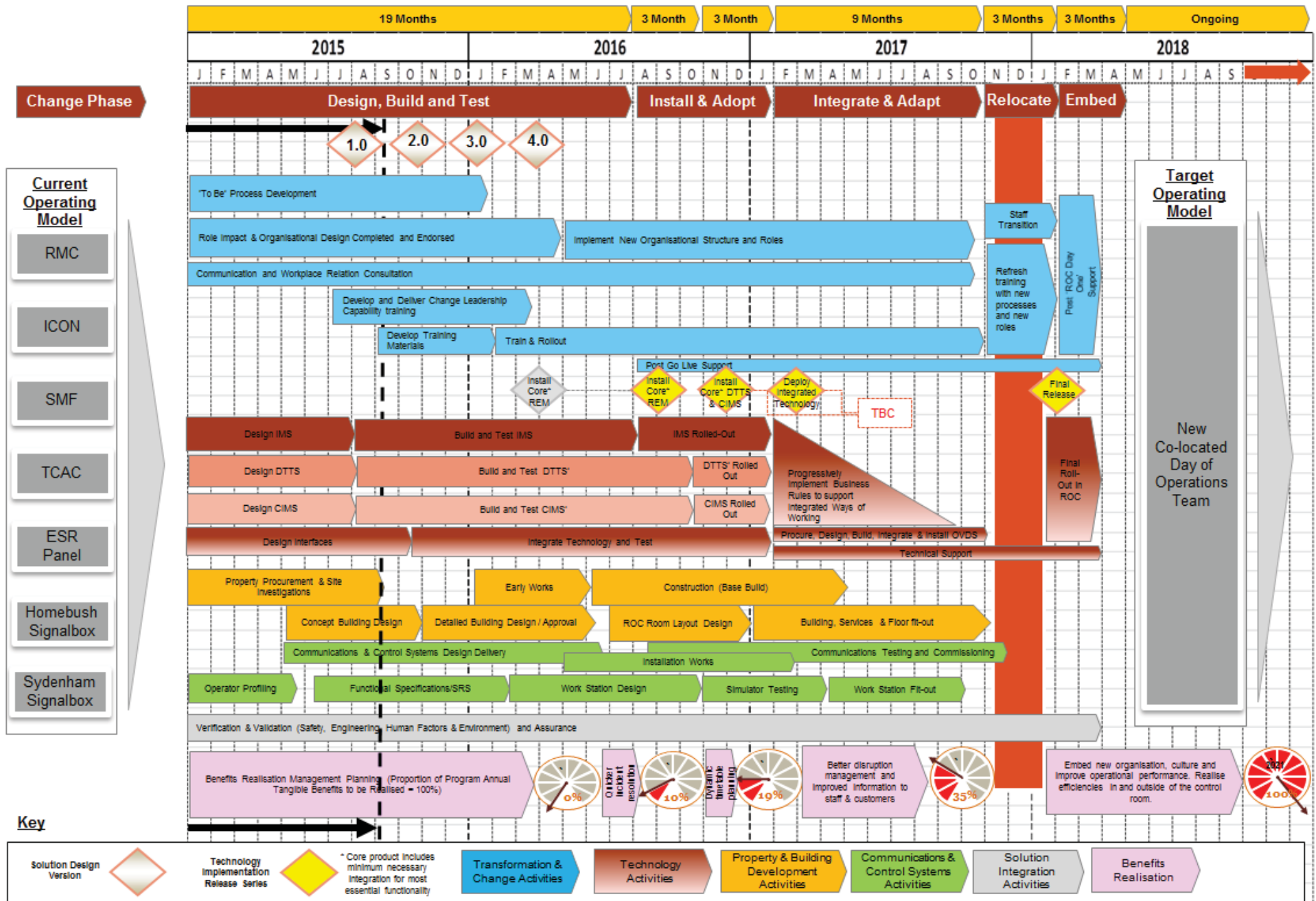
The first three of these four systems capabilities listed above are described as sub projects in the context of the ROC technology procurement process. These three sub projects and a Systems Integrator role formed the scope of the ROC Technology Request for Proposal (RfP).

2.5 ROC Program Principles

The following principles underpin the technology program design and implementation approach:

- The overarching philosophy of the technology program is to "Buy not Build" technology capability to meet the identified business needs
- New technology systems to be introduced will be 'off the shelf' to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to 'out of the box' as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies
- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit, the level and rate of impact on affected users
- The program will avoid a "big-bang" implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided business benefits associated with the new technology can be realised

These Principles are reflected in the sample ROC Implementation Roadmap shown on the following page. The roadmap is expected to evolve over the life of the Program. An update to the roadmap will not necessarily trigger a reissue of the Program Test Management Framework.



2.6 ROC Program Releases

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases:

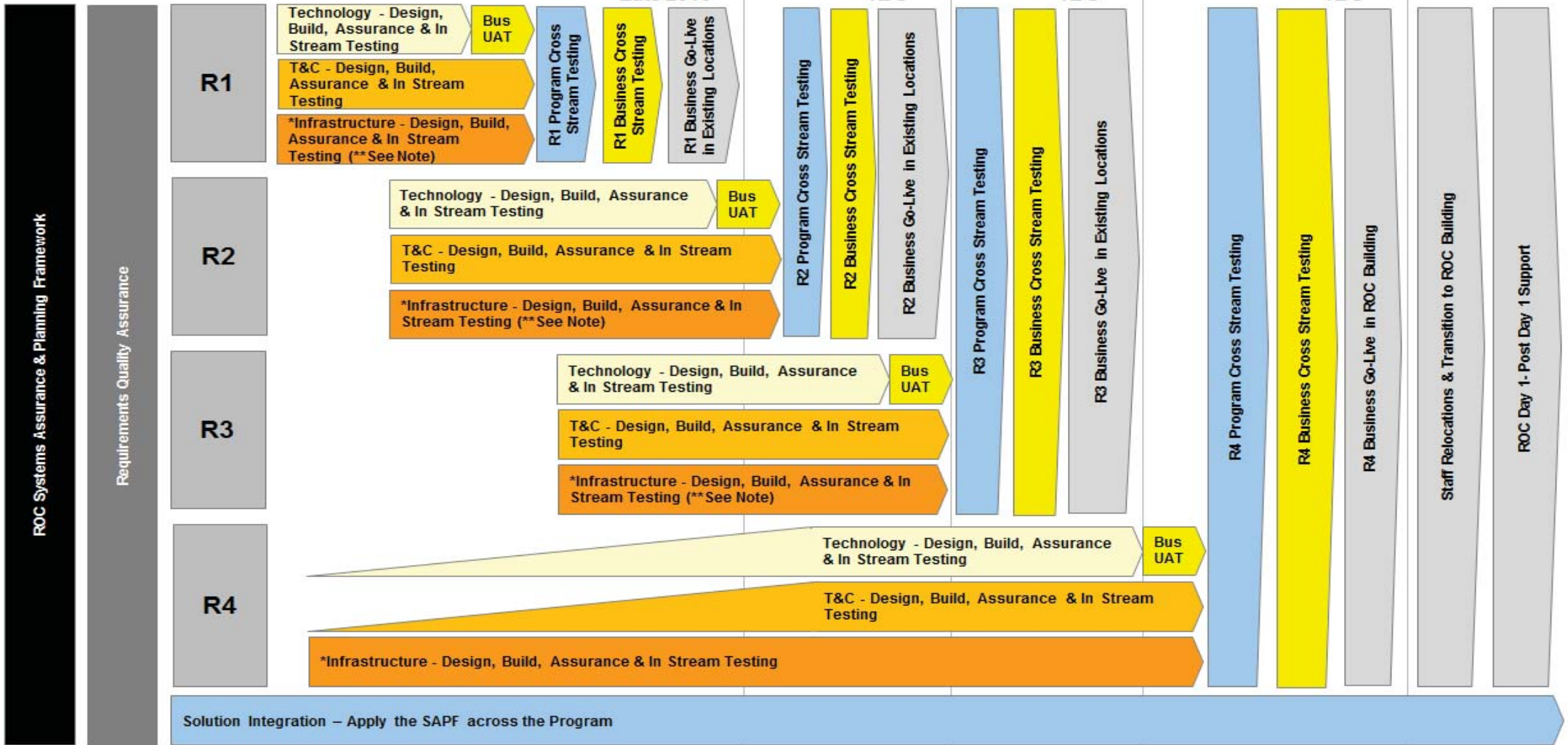
Release	Timing	Description
Release 1	Late 2016	A new incident management system to help staff who work in supporting the moving or controlling of trains to communicate, collaborate and resolve incidents faster, providing a better service to customers. The system will facilitate the resolution of incidents in real time.
Release 2	Mid 2017	A new 'day of operations' timetabling system to support train controllers in planning to recover service from a disruption. A new customer information system to provide a single source of information for service line status and service alerts for all customer and staff channels, including mobile apps, websites, Station Passenger Information screens and Variable Message Screens.
Release 3	Late 2017	Incident management, timetable changes and customer information is fully integrated with existing systems and alerts. Incidents and timetable changes are linked to customer information providing real time information.
Release 4	First Half 2018	Progressively move business functions into new ROC building.

2.7 ROC Program Test Principles

To support the ROC Program principles, wherever possible the following test principles will be applied throughout the Program:

- ROC Testing should align to Program Schedule milestones and support the Program Implementation Strategy
- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components
- Where solution components derived from requirements are tested, traceability of tests to requirements and test coverage of requirements should both be demonstrable
- Test phases will build on previous test phases to help assure the final solution delivered is safe, complete, correct and fit for purpose
- A risk based approach will be applied to testing. Test cases should be prioritised into essential, high, medium and low based on risk and be executed in priority order so far as it is feasible to do so
- For applicable test phases, Program testing should occur prior to business testing. Benefits of this approach include:
 - Using professional testers to identify defects prior to business testing will reduce business resource 'testing fatigue'
 - Build Program confidence prior to business exposure
 - Duration and iterations of business testing should be reduced
 - Business resources initial experience is positive
 - Positive word of mouth from Business testers back to their teams
- Any elements of the ROC solution(s) which are to be implemented into current operating locations should be 'Cross-Stream' tested to demonstrate the ROC solution including technology, processes, roles and infrastructure is safe, complete, correct and fit for purpose prior to implementation into business operations
- The ROC solution including technology, processes, roles and infrastructure should be 'Cross-Stream' tested from the new ROC building to demonstrate the solution is safe, complete, correct and fit for purpose prior to day one of operations
- Testing for each Release will conclude at the completion of Cross-Stream testing
- Any Business readiness activities conducted after Cross-Stream testing are not test phases. The intent of these activities will be to confirm business readiness rather than identify and resolve defects
- Program testing should include an approach to monitor and log variances in technology network performance between different sites (RMC, ICON, SMF, ROC Technology Test Lab, Belmore, ROC Building and Signal Boxes) which may adversely impact operational performance
- Test delivery should be planned so as to not compromise the organisation's ability to manage the 'day of operations'

These Principles should be applied to all major and minor releases delivered by the ROC Program as appropriate, are reflected in the ROC Program Test Management Framework Overview Diagram shown below and are referenced throughout this document.



Stream deliverables to be designed, built, assured and/or tested include but may not be limited to:

Technology	Transformation & Change	Infrastructure		Business Continuity & Program Testing	Solution Integration
<ul style="list-style-type: none"> - IMS - DTTS - CIMS - OVDS - Existing Application Changes - Integration - DR 	<ul style="list-style-type: none"> - Current Processes - Future Processes - Interim/DR Processes - IR/OD Strategy - Role Definitions - Workload Baseline & Assessment - Procedures - Work Instructions - SME Training Dev & Delivery - End User Technical Training Dev & Delivery - End User Behavioural Training Dev & Delivery 	<ul style="list-style-type: none"> - Property - Control Room Floor - Support Spaces - Facilities - Control Systems - Services - Utilities - DR 	<p>* In Stream Infrastructure testing will comply with Australian Standards, Sydney Trains &/or TfNSW Engineering specifications & processes in order to achieve required certification and /or regulatory compliance.</p> <p>**Note – It remains to be seen whether the Infrastructure stream will deliver any solution components for R1, R2 or R3.</p>	<ul style="list-style-type: none"> - Program Test Management Framework - Program BCP Strategy 	<ul style="list-style-type: none"> - Program Roadmap - Program Safety Change Plan - Program Requirements Integration Plan - Program Integrated Configuration Plan - Program Quality Assurance Plan <p>Note – Dates are based on draft v3 of the Program Roadmap, which may be subject to change</p>

ROC Program Test Management Framework

2.8 Stakeholder Resource Involvement

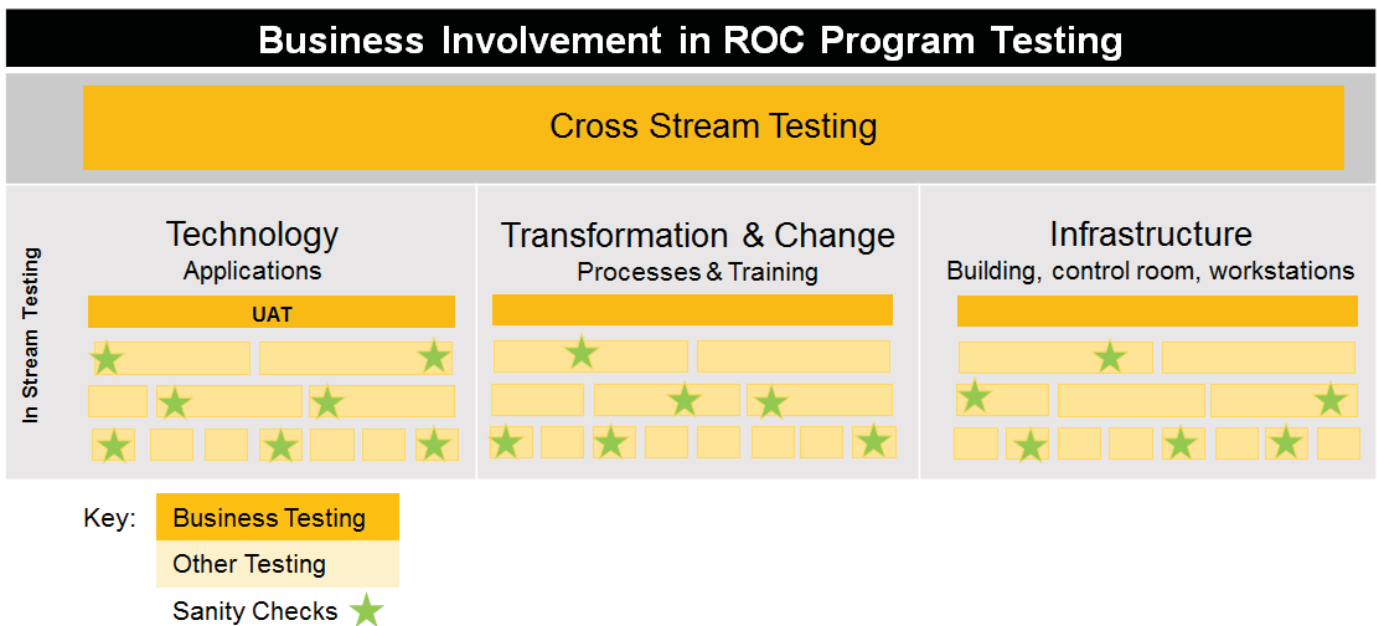
The testing of ROC Program solution components is expected to occur in layers in line with the ROC Program test principle restated below:

- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components

From a testing perspective it is anticipated stakeholders will be involved in a number of ways including:

- Review and approval of Test Planning documentation and artefacts
- Informal engagement and involvement in sanity checking the proposed solution throughout design, build and testing
- Formal participation in User Acceptance Testing
- Formal participation in Cross Stream Testing

This participation is illustrated in the diagram below:



3 Background

3.1 ROC Program Systems Engineering Approach

The scope and complexity of the ROC Program creates a broad range of conditions and contexts each ROC stream will operate within. The Program has adopted a systems engineering approach to address this challenge, with each delivery stream applying lower level methodologies as appropriate:

- The Infrastructure stream has adopted a systems engineering framework.
- The Technology stream utilises a systems architecture based practice (PEFM), however this methodology is domain specific and additional linking concepts have had to be established to enable traceability between Technology systems architecture and other streams.
- The Transformation and Change and Program Management Office requirement sets are not typically expressed in architectural terms. To manage this disconnect, new concepts and interfaces have been established to represent the artefacts produced in these streams within an architectural framework that is compatible with their respective methodologies.

The overarching systems engineering approach will assure the validity and quality of the total ROC Solution and is currently reflected in:

- The ROC Component Model
- The ROC Service Delivery Design Blueprint
- The ROC Systems Assurance and Planning Framework

3.2 The ROC Component Model

The ROC solution can be thought of as an integrated set of components being developed and delivered by streams of the ROC Program. The solution, along with interfaces and dependencies between components are described within the ROC Solution Design.

As streams develop components of the solution they will maintain consistency with the broader ROC Solution by ensuring components accurately cross reference any dependent components from within their own stream or another stream.

The ROC Component Model is represented by Figure 1 on the following page and described in more detail within the ROC Service Delivery Design Blueprint.

Delivery

Support

Infrastructure

Technology

T & C

Soln Integn

Change Visibility

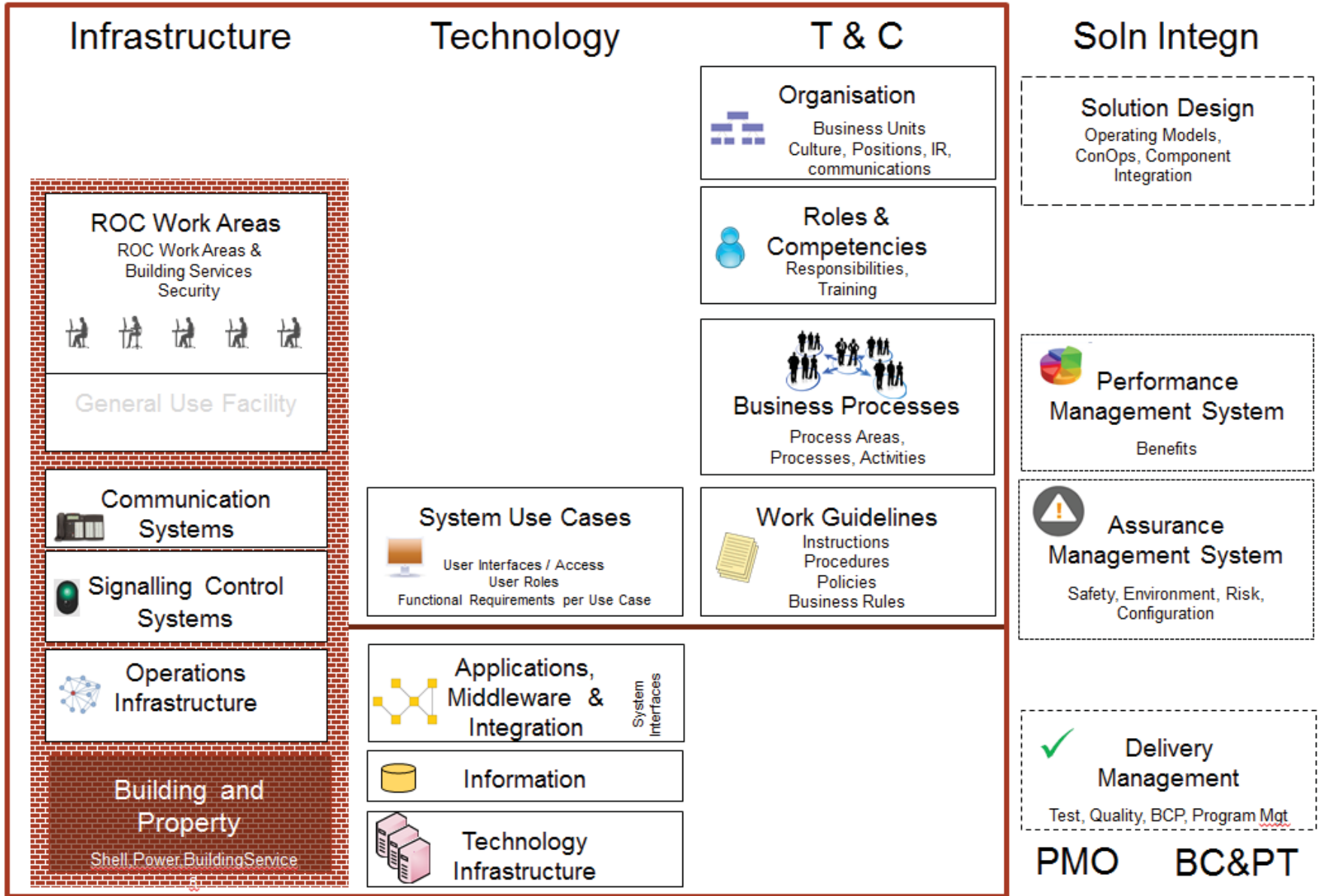


Figure 1

3.3 The ROC Service Delivery Design Blueprint

The ROC Service Delivery Design Blueprint will define a detailed logical design of the targeted solution and end state.

It establishes a holistic architecture which includes references to the types of requirements and deliverables/components of each program stream, as well as the relationships and interfaces between them.

The blueprint can be used to logically test the end to end traceability and completeness of the ROC Solution. It provides assurance components both satisfy stream requirements and also support the integrity of the ROC Program Solution as a whole. The tool allows the ROC Program to monitor key dependencies and align program activities. The blueprint includes:

- Organisational structure - roles, positions, responsibilities, accountabilities, competencies and training
- Decision support requirements - system use cases, end user acceptance testing, overall fitness for purpose
- Infrastructure - control systems and facilities design
- Stakeholder communication and governance
- Compliance and safety, legislation, policy, procedures and work instructions
- Benefits realisation

Another key benefit of this holistic architecture is that it can enable logical testing of a range of different future state scenarios (e.g. performers playing new roles, using new business processes and systems, operating from new facilities).

The service delivery design blueprint may evolve throughout the Program lifecycle. The current version is represented by Figure 2 on the following page.

ROC Program Test Management Framework

3.4 The ROC Systems Assurance and Planning Framework

While the ROC Service Delivery Design Blueprint gives the Program a detailed conceptual picture of the overall solution and targeted end state, the ROC Systems Assurance and Planning Framework (SAPF) informs the Program as to how the blueprint will be implemented.

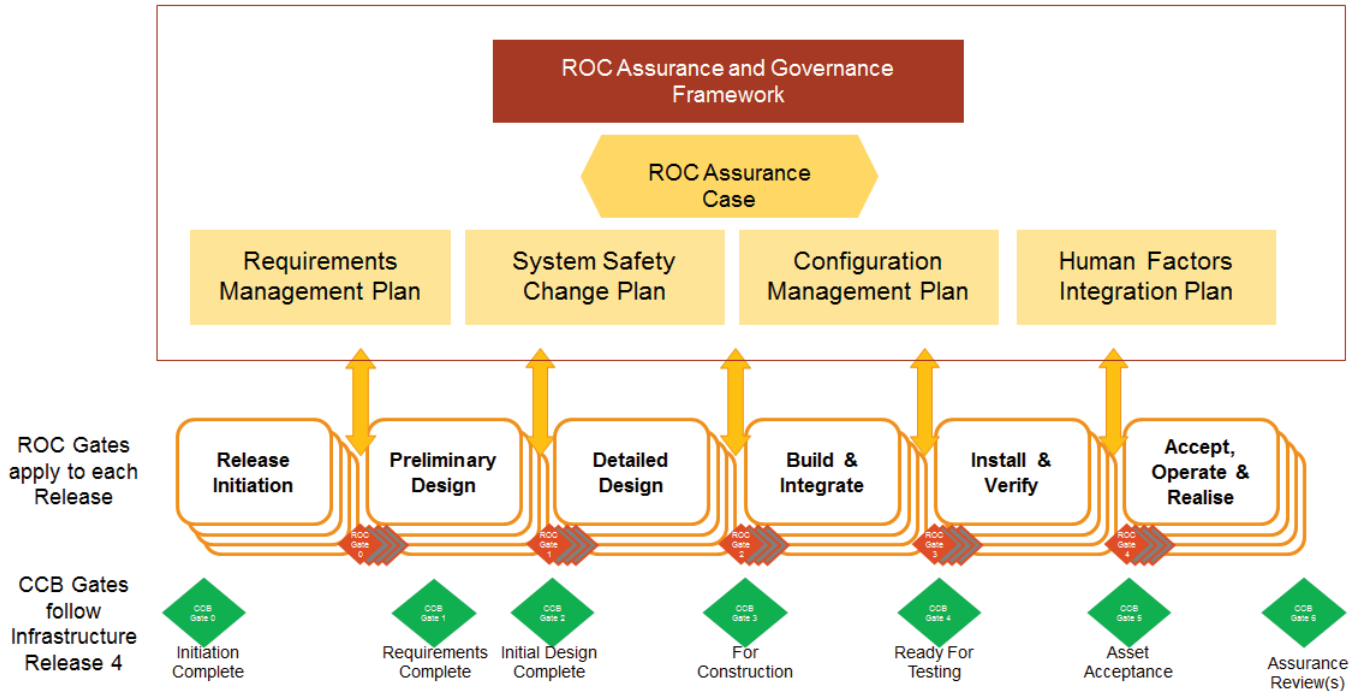
The SAPF is made up of a number of plans including:

- Assurance & Governance Plan
- Requirements Management Plan (RMP)
- Configuration Management Plan (CMP)
- System Safety (Safety Change) Plan
- Human Factors Integration Plan

The SAPF will provide the framework around systems assurance and planning for the ROC Program, helping ensure delivery of the blueprint is compatible with the needs of Program requirements traceability management.

The framework may also include any other plans which will enable the ROC Program to demonstrate assurance to governance bodies and acceptance authorities. Two additional documents which will be produced to supplement the SAPF are the ROC Program Verification & Validation Plan and the ROC Program Test Management Framework (this document).

A conceptual diagram which represents the current, agreed version of the SAPF is presented below.



3.5 ROC Program Phases and Gates

To deliver an integrated Program the ROC will need to blend traditional program management approaches with the following assurance approaches:

- Transport ASA CMAAC gates for Asset Integrity
- Sydney Trains Engineering and System Integrity CCB Hierarchy
- PMLC / PEFM
- Finance Approvals Process
- Managing Successful Programs / Prince2
- The Open Group architecture development method (TOGAF)
- Defence Capability Development (MODAF, DODAF, AUSDAF)

The ROC Program is proposing a set of consistent Phases and Gates which align with external compliance gates as outlined in the diagram below:

Program Delivery Phases & Indicative Deliverables

Program Establishment	Business Case, Business Requirements Specification, Concept of Operations, Current/Future Processes L1-3, Business Changes, Benefits [CMAAC 0]
Program Initiation	System Capabilities (High Level Requirements), Infrastructure SRS, Major System Option Evaluations (vendor qualification), Infrastructure Options, Roadmap / Release Strategy, Systems Assurance Plan, Assurance Case, Current Processes L1-4 [CMAAC 1]
Release Initiation	Establish Release Strategy, High Level Scope and Assumptions, Establish Release Working Group
Preliminary Design	Release specific scope: business requirements (in scope), high level requirements (in scope), IT architecture design, current processes in scope, organisation, infrastructure elements, assurance case level 1-3 Design: Future state process patterns, organisation design principles Detailed design plans for all detail design artefacts
Detailed Design	Developing detailed requirements & design to build: functional reqs, system use cases, interfaces, architectures, sub system SRS, architect designs, future state process level 4, org design & change plan, role definitions, positions, competencies, test scenarios, assurance case L4, assurance scenarios Detailed plans for all Build & Integrate artefacts including training plan, test plan...
Build & Integrate	Build and integrate systems, build human performance capability, build facilities Position definitions, establishment, IR, Procedure writing, Provide training to build competency, Workflow config, Unit, System, Integrated, test Detailed plans for all Install & Verify artefacts including E2E test verification, safety assurance verification...
Install & Verify	Capabilities are available in the live environment (including DR and BCP) but are not in use Final verification and assurance, acceptance by external compliance stakeholders
Accept, Operate & Realise	Business accepts into service, operational usage commences - people performing new jobs, major systems being used, hand off to BAU, cumulative performance and benefits tracking
Program Close	Conclude benefits tracking, full BAU hand over for operations and maintenance

Per Release

ROC Gate 0

ROC Gate 1

ROC Gate 2

ROC Gate 3

ROC Gate 4

ROC Program Test Management Framework

3.6 ROC Program Verification & Validation

Verification and Validation (V&V) will be applied across a number of ROC Program deliverables. In the context of the SAPF and the ROC Program V&V Plan, there will be many methods by which the Program will assure the quality of deliverables including:

- Documentation review and sign off
- Engineering certification
- Regulatory and legislative compliance
- Various types of testing and test phases
- Combinations of the assurance methods listed above

In the context of the wider Systems Engineering approach, ROC Program testing will be one method by which the Program will:

- Assure the solution and end state delivered are safe, complete, correct and fit for purpose
- Assure Sydney Trains is adequately prepared for the implementation of the solution (or elements of the solution) into business operations

The focus of the ROC Program Test Management Framework is the sub-set of Program deliverables which will be assured by testing.

The ROC Program V&V Plan will:

- Reflect the stream deliverables to be assured in line with the SAPF
- Propose the method by which each deliverable will be assured

Just as the SAPF overarches the ROC Program V&V Plan, the Program Test Management Framework overarches In-Stream and Cross-Stream testing. Where a deliverable is to be assured by testing, it is expected the types of test planning documentation illustrated in the table below will be produced.

ROC System Assurance & Planning Framework		
ROC Program Verification & Validation Plan		
ROC Program Test Management Framework		
Technology Test Strategy	At the time of writing no T&C deliverables have been identified which will be assured by in-stream testing	Infrastructure Test Strategy
Technology Release Test Plans		Infrastructure Sub-Stream Test Plans
Technology Detailed Test Plans		Infrastructure Detailed Test Plans
Technology Test Summary Reports		Infrastructure Test Results
Technology Test Artefacts		Infrastructure Test Artefacts
Cross Stream Test Strategy		
Cross Stream Detailed Test Plans		
Cross Stream Test Summary Reports		
Cross Stream Test Artefacts		

3.7 Test Documentation and Artefact Deliverables

Further to this Program Test Management Framework, for deliverables which will be assured by testing it is expected the following types of documentation and artefacts may be produced:

Deliverable	Deliverable Description	Deliverable Type & Approval Method
Test Strategy	Test Strategy documents apply to the Program and should align to the Program Test Management Framework. The strategy details the overall testing scope, approach, tools, environments, test management procedures, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream. These elements should combine to outline a test strategy which will provide objective evidence the new or changed service meets stakeholder requirements.	Document - Review & Approval
Master Test Plan (MTP)	Master Test Plans apply to a Release and should align to the Program Test Management Framework and the Test Strategy. For each Release the Master Test Plan details the testing scope, approach, tools, environments, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream.	Document - Review & Approval
Detailed Test Plans (DTP)	DTP's should be produced for each test phase and align to the Test Strategy and Master Test Plan. They provide details around the schedule, scope, approach and technical considerations. The DTP identifies resource requirements, communicates roles and responsibilities and articulates the time frames tasks need to be performed within. Any deviation from the Test Strategy or MTP should be highlighted in the DTP.	Document - Review & Approval
Test Objectives Matrix (TOM)	Test objectives can be derived from the business, functional and/or system requirements depending on the test phase. Test Objectives must be mapped to Requirements Traceability Matrix (RTM) for traceability and to demonstrate coverage of requirements. The Test objectives describe "what is to be tested".	Document - Review & Approval
Test Cases	The scenarios to be executed during testing. Test cases are derived from and should cover of the test objectives, including both positive and negative scenarios. Test cases include details around 'how' the testing will be executed in order to meet the test objective(s). They should be written at a level that takes into account the experience of the tester and the risk level of the test. Existing artefacts should be leveraged wherever possible when preparing test cases.	Document - Review & Approval
Test Results	Specific test results, like screenshots, application reports & logs required in order to verify the execution outcome of a test case. Test results will be produced for each test case executed and be stored in HP ALM, including pass/fail status.	Artefact – Approved via Review & Approval of the TSR
Defects	Each defect identified during testing will be documented in the HP ALM defect Management system, where progress and resolution will be tracked.	Artefact – Approved via Review & Approval of the TSR
Periodic Status Reports	Regular reports which outline test status, progress, major issues, resource issues and any schedule impacts. The test statistics and analysis support daily management and evaluation of test status and corrective action where required in order to meet milestone delivery dates.	Artefact –Review & Approval not required
Test Summary Report (TSR)	A report produced at the conclusion of a test phase to summarise test results measured against the test exit criteria for the test phase.	Document - Review & Approval
Automation Test Suites	Suite(s) of automation test scripts. Creation commences during System Integration Testing for reuse in subsequent integration test phases	Artefact – Approved via Review & Approval

4 Document Information

4.1 Document Evolution

In January 2015 representatives from within the ROC Program agreed an interim version of this document (v1.0) was fit to inform technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early, high level view of the test framework which will be applied to the ROC Program. Vendor(s) required a clear understanding of their responsibilities in relation to testing in order to produce a Best and Final Offer (BAFO) early in 2015. The BAFO was one of a number of deliverables vendor(s) produced during High Level Design and was an important input in the context of Sydney Trains technology vendor evaluation and selection criteria.

This next iteration has been produced to:

- Reflect the evolution in thinking related to the Program Test Management Framework between January 2015 and January 2016
- Align with ROC Release 1, Gate 2 deliverables
- For internal and external Program stakeholder review and approval to provide an agreed Program baseline

This document may need to be updated within the lifecycle of the ROC Program if thinking around the Program Test Management Framework evolves in a material way. An outline of the evolution the document has been through and may go through in the future is outlined below:

- V0.1 – First draft internally reviewed by the ROC Program team
- V1.0 – Document updated with feedback from the review of v0.1. Agreed interim version was issued to inform technology vendors at the commencement of the program High Level Design Phase
- V1.1 – Document updated for Release 1, Gate 2 milestone and internally reviewed by the ROC Program team
- V1.2 - Document updated with feedback from the review of v1.1 and distributed for internal Program endorsement
- V1.3 - Document distributed for external stakeholder review
- V2.0 – Document updated with feedback from external stakeholder review and distributed for endorsement/approval by internal and external Program stakeholders to provide an agreed baseline

This approved baseline would then be subject to change control. If thinking around the Program Test Management Framework evolves in a material way as the program moves through the Design and Delivery Phases, further iterations of this document may be produced for review and approval.

If updates are required, a new version of the document will be formally issued to stakeholders both internal and external to the ROC Program for review and feedback. The document would then be updated based on feedback from the review and reissued for formal sign off to provide a new agreed baseline. At any point in time the approved ROC Program Test Management Framework should serve as a reference for subsequent, more detailed testing documentation which will be produced by the Program.

4.2 Document Purpose

This document provides a high level view of the in-stream testing to be performed within each Program delivery stream. It also outlines how these tested components will be brought together for cross-stream testing to verify the E2E ROC solution at a Program level.

Producing the second iteration of this document for the Release 1, Gate 2 milestone limits the level of detail which can be included as the following types of information may not be fully defined:

- Implementation and Support Contracts with selected technology vendor(s)
- Outputs of the Program Detailed Design phase(s)
- Data Architecture
- ROC Program BCP Strategy
- Program Implementation Plans and Release Management Strategy
- Program Test Environment Management Plan

Despite these limitations, there are a number of benefits in developing a second iteration of the Program Test Management Framework for Release 1, Gate 2 including:

- Providing Program stakeholders with an early, high level view of how ROC Program components will be tested in order to gain high level agreement around the Program Test Management Framework
- Establish an agreed framework around test approach, language and guidelines upon which subsequent, more detailed testing documentation will be based
- Define test management and governance procedures and controls for the ROC Program

Given the different disciplines in play across the ROC Program it is unlikely a 'one size fits all' approach to testing will be appropriate. It is not the intention of this document to be prescriptive or mandate a specific approach across the entire Program. This framework should be applied to Program Testing where it is appropriate to do so. Accepted approaches from different domains and disciplines can be integrated into this framework as required.

Note - In the event of any inconsistencies between this document and the contract(s) with Program vendor(s), the terms of the contract(s) shall prevail to the extent of the inconsistency.

4.3 Document Scope

This document will provide a high level view of the testing required in order to gain acceptance to implement Releases of the ROC Program solution into Business operations.

Required activities which occur as part of the implementation/deployment process or post operational go-live will be within the scope of the ROC Program, but outside the scope of this document. Examples include:

- Post Implementation Verification (PIV) is an activity undertaken as a step in the Production Implementation Plan to verify technology system(s) have been successfully deployed to the Production environment, are ready for business operations to 'go-live' and deployment roll back is not required. PIV will be detailed within implementation documentation
- Handover and acceptance of technology application maintenance and support to Team(s) within Sydney Trains

4.4 Intended Audience

The ROC Program Test Management Framework has a broad audience including:

- The ROC Program Team
- ROC Program vendor(s)
- Impacted areas and stakeholders within Sydney Trains
- Impacted areas and stakeholders outside Sydney Trains
- Interdependent Programs

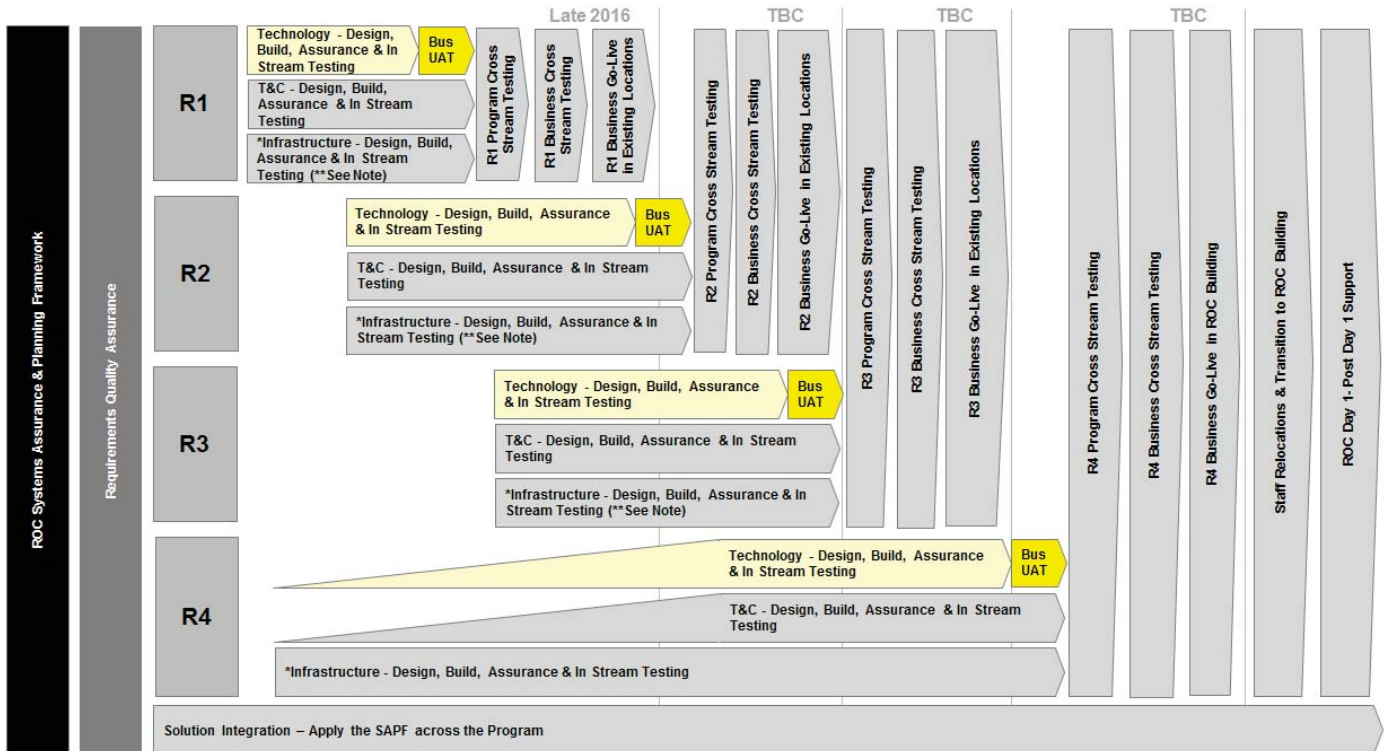
This audience and their respective roles and responsibilities are outlined in the 'Document Approvals, Endorsement and Distribution' section of this document.

ROC Program Test Management Framework

5 In-Stream Technology Testing

In-stream testing refers to the testing performed on the solution components of a single ROC Program delivery stream.

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Technology testing refers to the areas indicated below:



The ROC Technology Stream went to market with an RfP to deliver four sub-projects:

- SP1 – Day of Operations Train Timetabling System (DTTS)
- SP2 – Incident Management System (REM)
- SP3 – Customer Information Management System (CIMS)
- SP4 – Systems Integrator

In addition, the Technology Stream will also deliver:

- Operational Visual Display System (OVDS)
- Changes to existing Sydney Trains applications

Some of the Systems Integrator early documentation deliverables include:

- ROC Technology Test Strategy - An overview of the testing which will be applied to new technology systems and changes to existing systems, including the quality target metrics technology deliverables will be measured against.
- ROC Technology Environment Management Strategy (TEMS) - The non-Production environments required to support the Test Strategy and deliver the Program, including how the environments are to be managed.
- System Test Plans - Testing which is to be applied to new technology systems and changes to existing systems up to and including System Acceptance Testing.

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases. It is anticipated each technology system/change delivered will progress through the test phases listed below, which are detailed further within Appendix B of this document.

- Shakedown Testing
- Unit Testing (UT)
- System Testing (ST)
- System Acceptance Testing (SAT)
- System Integration Testing (SIT)
- Load & Performance Testing (L&P)
- Security & Penetration Testing (S&P)
- Automated Regression Testing
- Program User Acceptance Testing
- Business User Acceptance Testing

To ensure the integrity of component being tested, in conjunction with each test phase it is also expected an appropriate level of regression testing will be performed.

This approach will need to be ratified during the program Detailed Design Phase(s), then reflected in the ROC Technology Test Strategy document and subsequent Technology test planning documentation and artefacts.

The ROC Program will seek to produce consistent technology testing related documentation deliverables, particularly when these deliverables are to be reviewed by stakeholders outside of the Program. Sydney Trains/ROC Program templates should be used as a benchmark, be modified as little as possible and by mutual agreement.

Technology In-Stream testing and assurance will include formal business acceptance of Technology Stream components. On a Release by Release basis, assured technology components will be brought together with assured components from the T&C and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Technology, T&C and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

5.1 Technology In-Stream Testing – Release 4

The early and gradual ramp up of Technology In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions into existing locations. As these new technologies will transition into the ROC facility once it has been built, the Technology Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology

Stream to validate infrastructure designs against Technology components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

5.2 Configurable Off the Shelf (COTS) Products and Defects

The ROC Program principles which underpin the technology design and implementation approach are restated below:

- The overarching philosophy of the technology program is to “Buy not Build” technology capability to meet the identified business needs
- New technology systems to be introduced will be ‘off the shelf’ to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to ‘out of the box’ as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies

In response to these principles, the Program’s technology RfP sought to identify products which could deliver the required functionality via configuration of COTS products without the need to customise the base products. Despite this, the risk remains detailed design, build and testing could identify required functionality which can only be delivered via a change to the underlying COTS products. Given the lead time required to change the base product can be much greater than the time required to change product configuration, this represents a potential risk to the Program schedule.

The Program Test Management tool will be set up to clearly differentiate between:

- Defects which can be resolved via changes to product configuration
- Defects which need to be resolved via a change to the underlying COTS product

While the ROC Program may raise, track and manage both types of defects in HP ALM, fixes for the latter are expected to be delivered via product vendor roadmap(s) and internal processes. These activities would be cross referenced and tracked in HP ALM.

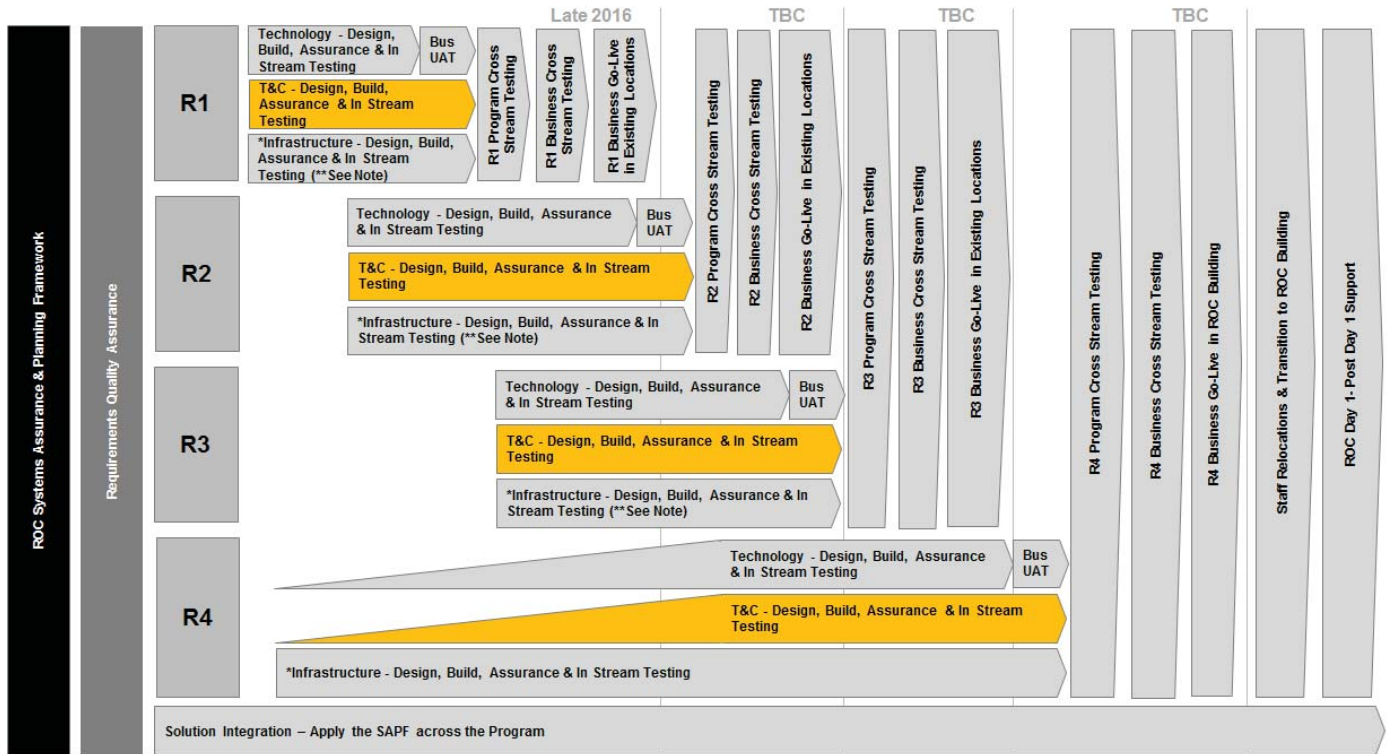
5.3 Enterprise Release Management

Within Sydney Trains, technology changes being delivered to the Production environment fall under Enterprise Release Management (ERM), which co-ordinates the scope of Enterprise Releases, impact assessments and gates Release content. One of the gates changes must pass through is the Change Approval Board (CAB), which provides the final approval required prior to Production deployment. It is anticipated ROC driven technology changes including both new systems and changes to existing applications will fall under ERM and require CAB approval prior to being deployed to Production.

ROC Program Test Management Framework

6 In-Stream Transformation and Change Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Transformation and Change (T&C) testing refers to the areas indicated below:



The T&C Stream solution components which are expected to require a level of assurance include:

- Current Processes & Future Processes
- Interim/BCP Processes
- IR/OD Strategy
- Role Definitions
- Workload Baselining & Assessment
- Procedures
- Work Instructions
- SME Training Dev & Delivery
- End User Technical Training Dev & Delivery
- End User Behavioural Training Dev & Delivery

Under the SAPF, the T&C Stream will develop an assurance strategy and plan(s) which will articulate the method by which each of these components will be assured.

On a Release by Release basis, the following T&C components will be used to verify technology systems delivered meet business requirements by testing the technology within the context of business processes and roles.

- Role Definitions
- Future Processes
- Procedures
- Work Instructions

As such, these T&C components will form the basis of Technology UAT scenarios and will need to be adequately assured within the T&C Stream to ensure they are mature enough to be relied upon as inputs to Technology UAT design.

T&C In-Stream testing and assurance will include formal business acceptance of T&C Stream components. On a Release by Release basis, assured T&C components will be brought together with assured components from the Technology and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the T&C, Technology and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

6.1 T&C In-Stream Testing – Release 4

The early and gradual ramp up of T&C In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

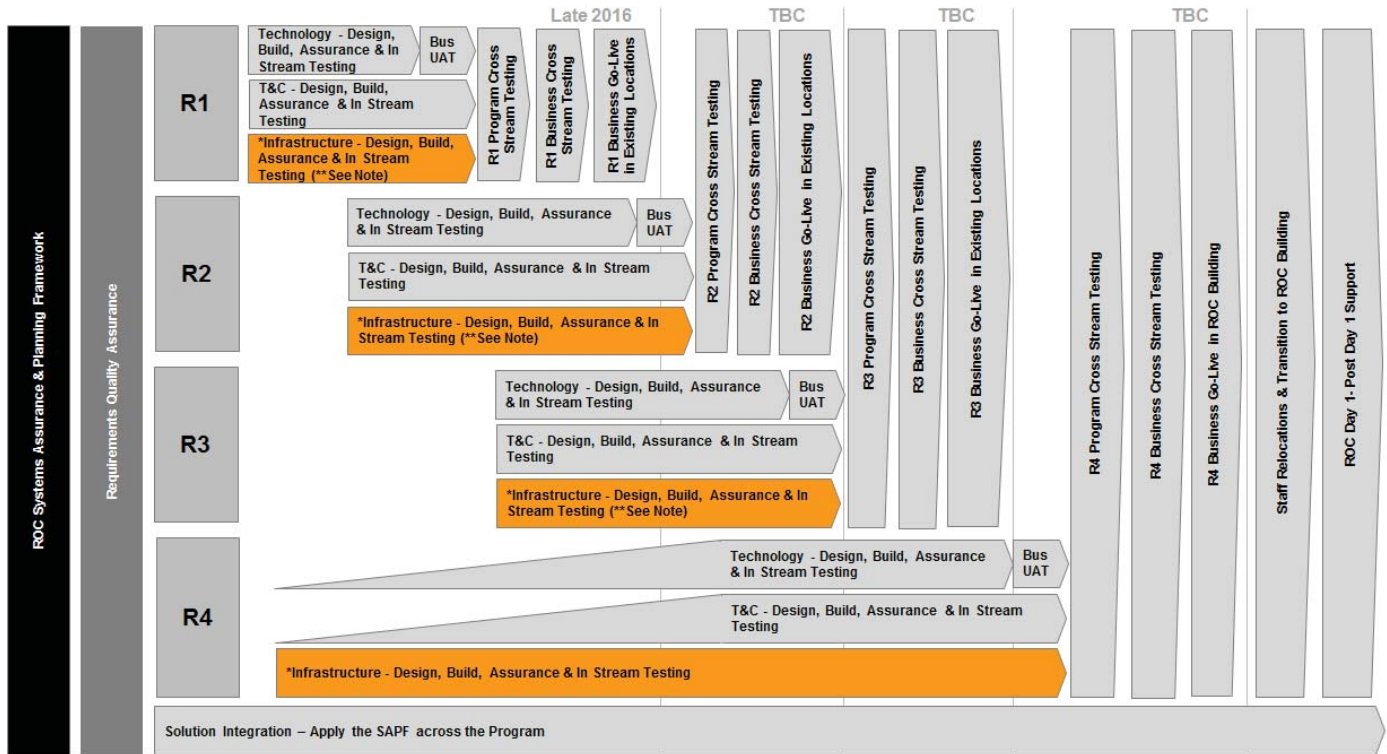
Releases 1, 2 & 3 will deliver new processes and ways of working into existing locations. As these new ways of working will transition into the ROC facility once it has been built, the T&C Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the T&C Stream to validate infrastructure designs against T&C components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

ROC Program Test Management Framework

7 In-Stream Infrastructure Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Infrastructure testing refers to the areas indicated below:



The ROC Program Infrastructure Stream has been structured into three sub-streams being:

- Operational Technology Systems
- Signalling Control Systems
- Property, including Security, Architecture, Building Shell and Building Systems

While the primary focus of the Infrastructure Stream will be delivery of the new building and the systems which reside within it, there may also be Infrastructure components delivered as part of Releases 1, 2 & 3.

Each Infrastructure sub-stream is expected to produce a number of components which will require testing and assurance. Under the SAPF, the Infrastructure Stream has developed an Infrastructure Assurance Plan (IAP), which articulates the method by which each of these components will be assured.

Where In-stream testing of Infrastructure components is required, it will be undertaken as part of the commissioning and testing processes which will be carried out by the ROC Infrastructure delivery stream. These processes must comply with Australian Standards, Sydney Trains and/or TfNSW Engineering Specifications and achieve required certification(s) and/or demonstrate regulatory compliance as required.

Infrastructure In-Stream testing and assurance will include formal business acceptance of Infrastructure Stream components. On a Release by Release basis, assured Infrastructure components will be brought together with assured components from the Technology and T&C Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Infrastructure, T&C and Technology Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

7.1 Infrastructure In-Stream Testing – Release 4

The early and gradual ramp up of Technology and T&C Assurance and In-Stream Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions and new ways of working into existing locations. As these new technologies and ways of working will transition into the ROC facility once it has been built, is the Technology and T&C Streams will in fact be delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3. As such, the solutions implemented in these earlier Releases will inform the design of the new facility.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology and T&C Streams to validate infrastructure designs against the components of these streams for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

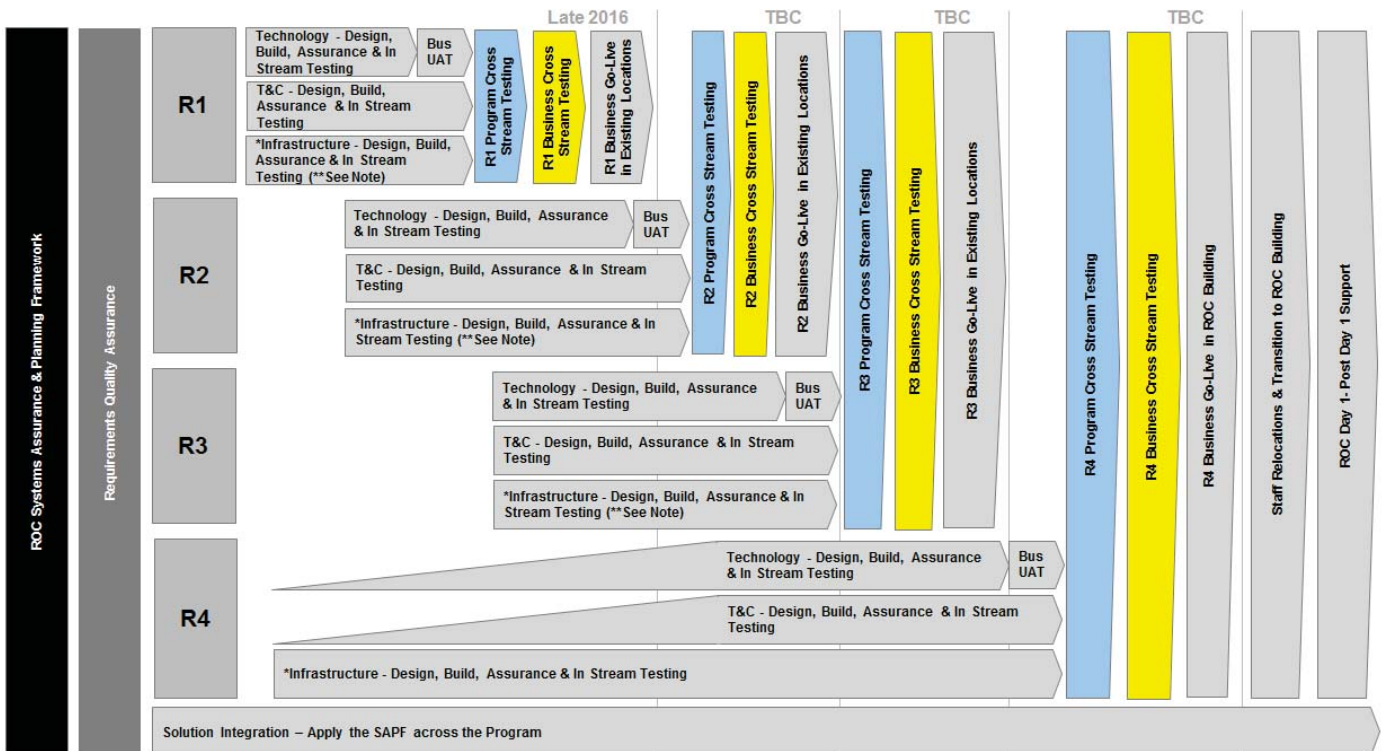
ROC Program Test Management Framework

8 Cross-Stream Testing

Cross-Stream testing refers to the integrated testing performed across components from more than one ROC Program stream.

The Business Continuity & Program Testing stream will lead all Cross-Stream test phases on behalf of the ROC Program. Program streams, Portfolio Teams and vendor(s) will be expected to support Cross-Stream testing and specifically support any of their components being tested.

In the context of the ROC Program Test Management Framework Overview Diagram, cross-stream testing refers to the areas indicated below:



8.1 Cross-Stream Testing

Test Phase Definition:	<p>Cross-Stream Testing will provide an opportunity to simulate 'new ways of working' as realistically as possible up to and including the boundaries and touch points with existing, unchanged Business processes. This will involve testers acting in new roles, using new business processes, technology and infrastructure to exercise the ROC solution. Components of the solution can be refined and scenarios re-run as required to demonstrate the solution provides the business with a safe, workable and robust way to manage operations which is also compliant with Human Factors requirements.</p> <p>In-Stream assurance and testing provides risk mitigation against defects being identified during Cross-Stream Testing. This is important given the resources, effort and logistics required to run Cross-Stream Testing scenarios are expected to be significant and the lead times to deliver certain defect fixes into Cross-Stream Testing will be considerable.</p> <p>A small subset of ROC processes will be identified and agreed to be the Cross-Stream test scenarios for each Release based on criteria of business criticality, frequency of use, risk and functional coverage.</p> <p>A ROC test principle states program testing should occur prior to business testing. Program test resources will execute Program Cross-Stream Test scenarios in order to identify and resolve defects prior to Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Use of professional test resources to save Business resources from 'testing fatigue'• Build program confidence prior to business exposure <p>Business resources will then execute Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Duration, iterations and defects greatly reduced by program testing• Business resources initial experience with the ROC solution is positive• Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of defects identified during Cross-Stream Testing.</p> <p>If defects which could have been identified and resolved during In-Stream testing and assurance are found during Cross-Stream Testing we would conclude In-Stream testing and assurance activities could have been more effective. If this is the case, further analysis should be conducted to determine how these activities can be improved for future Releases.</p> <p>If Cross-Stream Testing identifies and resolves the types of defects which can only be identified by bringing together the components of ROC Program streams and simulating 'new ways of working' as realistically as possible, we can conclude Cross-Stream Testing has served its purpose and In-Stream testing and assurance activities have been effective.</p> <p>It is envisaged heavily leveraging the test planning and preparation artefacts from In-Stream testing will be the most efficient way to deliver Cross-Stream Testing.</p>
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ROC Program Test Management Framework

Test Phase Owner:	<ul style="list-style-type: none"> Business Continuity & Program Testing Stream
Test Resources:	<ul style="list-style-type: none"> Program Cross-Stream Testing – ROC Program resources Business Cross-Stream Testing – Sydney Trains business users (ROC SME's) Vendor, System Integrator and APD Test support via participation in defect triage, defect rectification, progression and regression testing of defect fixes for delivery to Cross Stream Testing as required
Test Governance:	<ul style="list-style-type: none"> ROC Program
Deliverables:	<ul style="list-style-type: none"> Cross-Stream Test Strategy Detailed Test Plan (DTP) for Cross-Stream Testing of each Release Test Objective Matrix (TOM) Test Scenarios Test Results (including evidence - screenshots, log files as required) Daily Status Report(s) Daily Defect Report(s) Test Summary Report (TSR) for Cross-Stream Testing of each Release
Test Location:	<p>Release 1, 2 & 3 - Expected to be the Belmore BCP facility, which will provide additional assurance Belmore is fit for purpose as a ROC BCP facility.</p> <p>Release 4 - Expected to be the ROC building, which will provide additional assurance the ROC is fit for purpose and ready for operational go-live.</p>
Test Environment:	ROC Cross-Stream environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>The Business Continuity & Program Testing Stream should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p>
Test Tool:	HP ALM
Test Artefacts:	Cross-Stream testing scenarios, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program

8.2 Requirements Quality Assurance (RQA)

The objective of RQA is to identify and remediate ambiguity, conflicts, inconsistencies, incompleteness or redundancy in requirements and/or specifications prior to a component or system being built. By improving the quality of requirements, RQA can enable design acceleration and decrease the duration and iterations of test phases as potential defects are identified and remediated prior to build.

The ROC Program has engaged an external consultancy with the tools, systems and expertise to provide an RQA 'proof of concept' for ROC Release 1. If this proof of concept is found to have been a good investment from a cost versus benefit perspective, the ROC Program may look to apply the approach more broadly across the Program. This activity will complement both the Requirements Management Plan (RMP) being delivered under the Systems Assurance and Planning Framework (SAPF) and the use of Holocentric as outlined below.

- The RMP provides an integrated approach for the management of requirements on the ROC Program including requirement definition, capture, documentation, traceability, baselining, version control and change management
- As the ROC Program's requirements management tool, Holocentric will be used to manage requirements in line with the recommendations within the RMP
- RQA will help to ensure requirements entered into Holocentric and managed in accordance with the RMP are of a high quality

8.3 Human Factors

The Sydney Trains rail network is a technical system, in which people are as much an integral part as any technology system or mechanical component. Technical systems are becoming more wide-reaching and complex, so it is essential to consider their impact on:

- Individuals, their knowledge, competence, skills, and abilities
- Local conditions, the workplace and how people perform as a team
- How the organisation employs people as valuable assets and invests in them

Human Factors supports the design of rail systems which optimise the contribution of rail staff. This can include the design of cabs, signalling panels, training courses and materials, management, recruitment processes, and control rooms. Applying human factors knowledge at the start of a project can reduce the need for re-design once systems have entered service, increase efficiency, reduce the potential of staff turnover, and increase productivity for the organisation as a whole.

On this basis, Human Factors will be a consideration throughout the ROC Program and within the design phases for T&C, Infrastructure and Technology Stream solution components.

A Human Factors Integration Plan will be delivered under the SAPF. This plan will outline how Human Factors requirements and assurance will be embedded within the ROC Program Design, Delivery and Testing Phases.

Cross-Stream Testing will represent a further opportunity to confirm how all the Human Factors elements of each stream come together and interact across the ROC program solution.

8.4 Early Business Benefits

In keeping with the sub-set of program principles listed below, ROC will look to identify opportunities to implement elements of the ROC Solution into current business locations prior to the new ROC building being ready to occupy, thereby delivering early benefits to the business.

- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit and the level/rate of impact on affected users
- The program will avoid a “big-bang” implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided that the business benefits associated with the new technology can be realised

Early realisation of these benefits will largely be enabled by the implementation of ROC Releases 1, 2 & 3 into current Business locations. Cross-Stream Testing will be applied to these Releases prior to any elements of the solution being operationalised. It is expected Release 4 Cross-Stream Testing may occur from the new ROC Building prior to staff relocations and ROC Day 1 operational go-live.

Delivery of ROC Program changes into Business operations are dependent on both the deployment of new/change technology into the Production environment and business readiness to go-live. Wherever possible the ROC Program plans to decouple these two activities.

9 Appendix A - Test Management Procedures

The general Test Management Procedures which will be adopted by the Technology Stream of the ROC Program are outlined in the sections below and are applicable to both internal Sydney Trains teams and vendor(s). These approaches may be applied to other Streams of the Program to the extent they are appropriate.

The test process typically involves the following stages:

- The **Engagement and Estimation** stage was largely conducted during preparation of the ROC Final Business Case
- The **Planning** stage lays the foundation for the test effort. The primary outputs of the planning stage are the ROC Program Test Management Framework (this document) and resulting Test Strategy documentation which will be produced by the program

Testing is an iterative process. Each test phase will transition through the following stages:

- **Preparation:** This stage builds on the initial planning effort. Detailed Test Plans DTP(s), Test Objectives Matrix TOM(s) and test cases are produced in preparation for test execution. Other key deliverables from this stage include the Technology Test Strategy, the Technology Environment Management Strategy (TEMS) and establishment of the test environment(s).
- **Execution and Reporting:** This phase involves execution of testing, tracking and reporting test execution and defect status. At the conclusion of execution, when the exit criteria have been met a Test Summary Report (TSR) is produced. The TSR provides an overview of the execution effort, associated test metrics, any major outstanding issues and generally provides a recommendation based on the test results.
- **Evaluation** is final stage of testing. The purpose of evaluation is to reflect, review and evaluate the overall test effort and activities to identify the things which worked well and should be retained within the testing process, as well as any opportunities to improve the way testing is conducted.

The execution of each of the nominated test phases often requires the involvement of many stakeholders. Test management and coordination becomes a complex undertaking. In particular the identification, coordination and availability of testing resources can be challenging. All personnel involved with the test effort need to understand their contribution as outlined in the 'Roles and Responsibilities' sections within test planning documentation.

The Test Strategy, Test Plans and associated test deliverables, are required as part of the overall Test Management Control System. They enable standardisation of the approach and management of testing, integrated planning and scheduling activities. These test management controls work in-conjunction with the Program Management Plan and the test execution controls as outlined in the following sections.

9.1 Entry and Exit Criteria

The following are examples of general test entry and exit criteria. Any additional criteria specific to particular test phase(s) should be called out in the DTP for that test phase:

Entry Criteria:	<ul style="list-style-type: none">• Artefacts which test planning and preparation are dependent upon have been approved e.g. Requirements and Design documents• Test planning and preparation artefacts have been approved and/or accepted e.g. Test Strategy, MTP, DTP, TOM, test cases/scripts• Approved test cases have been loaded into the test management tool and testers have been granted the required level of access• Formal defect management and reporting process established• Availability of resources required to execute testing has been confirmed• Availability of resources required to analyse and resolve defects has been confirmed• Defect rectification SLA's are in place• Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known defects and workarounds• Correct version(s) of deployment package(s) have been deployed to the test environment(s)• Test environments are available and in a fit state as confirmed by Shakedown Testing• Correct test environment access and credentials have been granted to testers• Test Data of sufficient quality, quantity and diversity to enable testing is available• Previous test phase exit criteria has been met and where applicable the TSR has been reviewed and approved by relevant stakeholders <p>Once all test entry criteria have been met a test phase may commence.</p> <p>Where entry criteria have not been met the test phase cannot commence. Any deviation from the test entry criteria must be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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Exit Criteria:	<ul style="list-style-type: none">• All test cases have been executed and the outcome recorded in the test management tool. An explanation has been provided for any test case which has not been executed• All defects identified during the test phase have been recorded in the test management tool and are available for review• No Severity 1 or Severity 2 defects outstanding• An agreed action plan is in place to address outstanding severity 3 and severity 4 defects including target resolution time frame <p>The number of outstanding severity 3 and severity 4 defects and the cumulative impact of these defects on the overall solution must be accepted by Sydney Trains.</p> <p>Once all test exit criteria for a test phase have been met a TSR may be prepared.</p> <p>Where exit criteria have not been met the test phase should not conclude.</p> <p>Any deviation from the agreed exit criteria would need to be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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9.2 Test Phase Gate Meetings

Program Test Teams (with stakeholder participation as required) will conduct test gating meetings prior to commencement of test execution for each Program test phase. These meetings will serve as a checkpoint to determine whether:

- Exit Criteria from previous test phase have been met
- Entry Criteria for the following test phase have been met
- Any other risks, issues or constraints exist which need to be reviewed in the context of the coming test phase

9.3 Test Phase Suspension & Resumption

If any defects identified seriously impact test progress the Program Test Manager, in consultation with Program Management may elect to suspend testing. Criteria which might justify test suspension include:

- Hardware/software is not available at the times indicated in the project schedule
- Product under test contains one or more critical defects which seriously prevent or limit testing progress
- Assigned resources are not available when needed for test execution and/or support

If testing is suspended, resumption will occur when the problem(s) which caused the suspension have been resolved. Where the cause of suspension is a critical defect, the fix must be successfully verified by the test team before testing resumes.

9.4 Risk Based Testing

Risk will often be a critical consideration when the ROC Program Management is making decisions. At its core, testing is about quantifying and mitigating risk.

The ROC Program will adopt a risk based approach to testing which will assist with understanding and managing risk. This approach involves the prioritisation of test cases into essential, high, medium and low using criteria based on likelihood and/or impact of failure including:

- Priority of requirement(s) being tested
- Business criticality of the function
- Frequency of use
- Functional coverage

So far as it is feasible to do so, tests will be executed in priority order. Benefits of this approach include:

- Defects related to high priority test cases are identified earlier in a test phase
- At any point in time tests not executed are at the lower end of the priority scale

If test execution were to come under schedule pressure there are a number of options available to the Program including:

- Increasing resources working on testing
- Working extended hours and/or weekends
- Reducing the scope of testing to be executed

The latter can introduce an increased level of risk. In the event ROC Program Management need to consider reducing the scope of a test phase or exiting a test phase prior to the exit criteria being met for any reason, one of the primary considerations will be the level of risk the Program and stakeholders are prepared to accept.

Test related information can be produced to help decision makers and stakeholders quantify the risk associated with any such decisions. This information would be a key input to gaining the understanding and agreement required to deviate from the Program's Test Management Procedures.

9.5 Test Tools

The following test tools and applications will be used by the ROC Program:

- HP ALM is Sydney Train's enterprise test management tool. Test teams (both Sydney Trains and vendor) will utilise HP ALM for the management of manual test execution and defect management from SAT onwards as a minimum
- LoadRunner is Sydney Train's enterprise load and performance test management tool. It helps measure the behaviour and performance of a system under load. LoadRunner can emulate simultaneous and realistic system usage by thousands of users across an enterprise and employs performance monitors to identify and isolate potential problems
- Quick Test Professional is Sydney Train's enterprise automated regression test management tool. It can provide functional and regression test automation for software applications and environments

The test tools are administered by the Testing and Quality Assurance Services Team within TfNSW. First point of contact for test tool support should be the respective test phase Test Lead, then the Test Manager. If the matter cannot be resolved locally the Test Manager should escalate to the Testing and Quality Assurance Services Team.

9.6 Test Co-ordination

During test execution regular co-ordination meetings will be held between test team(s), Program representatives, IT Portfolio Team(s), Business stakeholders, Project Manager(s) and vendor(s). The purpose of these meetings is to report on progress and address any issues raised. The standing agenda for the meetings is as follows:

- Review test progress against forecast
- Review defects raised against program quality targets including:
 - Number of defects raised
 - Severities
 - Phase Containment Effectiveness (PCE) - Defects found in the current test phase which 'should' have been identified and resolved in an earlier test phase
- Review test resourcing levels against forecast
- Review test risks
- Review test issues
- Any other business

9.7 Test Status Reporting

During test execution test status reporting will typically occur on a daily basis. Status reporting will be distributed by email, which will be supplemented by regular co-ordination meetings and conference calls. The phase Test Manager is responsible for producing and distributing test status reporting, which will typically detail the following:

- Test progress against forecast summarising total tests by status
- Total defects raised summarised by severity, priority and status
- Plan for the following period
- Risks and/or issues
- Schedule and outlook

9.8 Defect Management

HP ALM will be used as the Program's test management tool.

The objective of defect management is to ensure all defects encountered during the course of testing are appropriately raised, detailed, evaluated, prioritised, reported, resolved, verified and closed.

This document provides details on how defects are to be managed for Program test phases including definitions of defect status, pass & fail criteria and defect severities and priorities.

The high level process by which defects will be managed on the ROC Program is outlined below:

- Any anomaly identified during testing should initially be raised in HP ALM noting the test case which was being executed when the defect was encountered and capturing sufficient relevant details to facilitate analysis of the defect
- Defects raised will be triaged and assigned to the most likely resolver group
- The resolver group should update the defect with details of the defect cause, nature of the fix applied, confirm a successful retest of the fix, successful regression testing if appropriate and the software version in which the fix will be delivered to the tester for verification

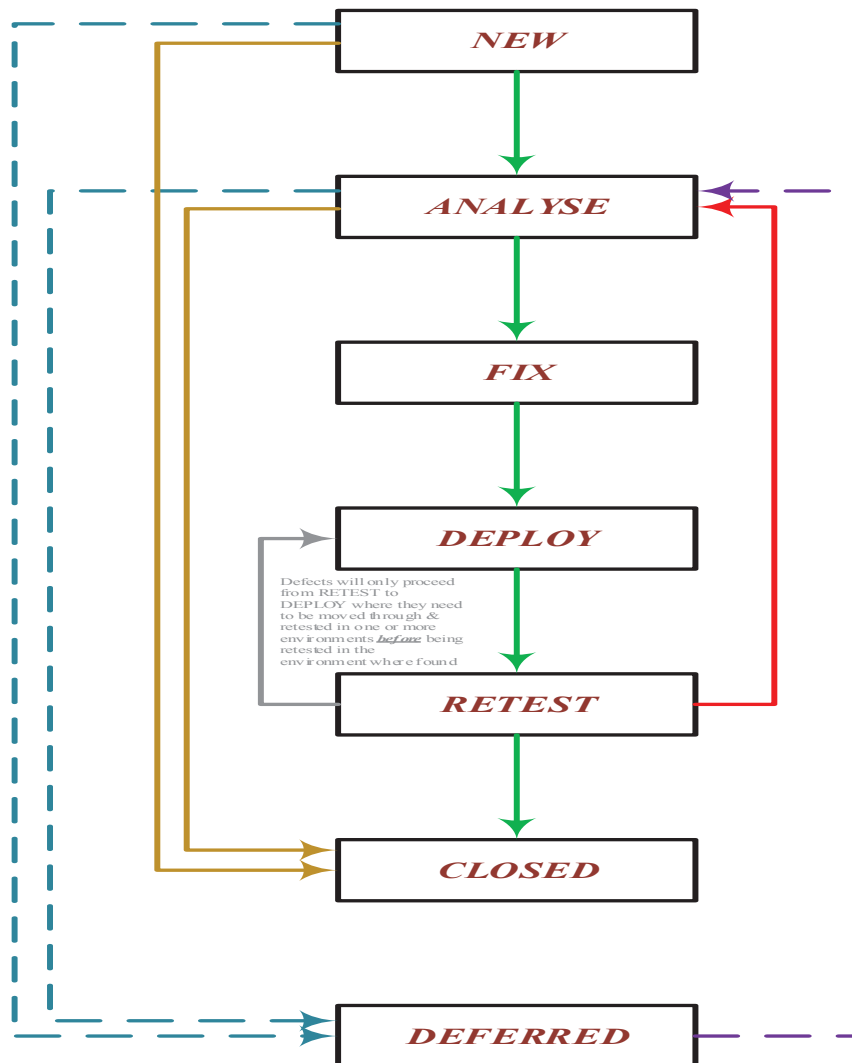
- Each software version delivering fixes into a test environment should be appropriately detailed in Release Notes
- Once the fix has been applied to the test environment(s) it should be retested by an appropriate resource (ideally the individual who raised the defect) to determine whether the defect has been resolved
- If retesting determines the fix has been successful, HP ALM should be updated by the tester to indicate the defect has been resolved. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be closed
- If retesting determines the fix has not been successful, HP ALM should be updated by the tester to indicate the exact nature of the failure. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be assigned back to the appropriate resolver group

This process is reflected in the following defect status definitions and Defect Process Workflow diagram.

Defect Status	Description	Actions to be undertaken
New	When a defect is raised it will automatically be assigned the status of NEW. This status indicates the defect has been logged and is undergoing business/testing evaluation/triage to determine whether it is a valid defect or not.	<p>If the defect is found to be valid, the defect's status will be changed to ANALYSE and it will be re-assigned for a technical evaluation to determine the root cause of the problem.</p> <p>If the defect is found to be invalid, the defect's status will be changed to CLOSED and its sub-status will be set to identify the broad reason why it was classified as invalid.</p> <p>If the defect is an existing Production Problem, its status should be changed to FOUND (see companion document).</p> <p>In all cases, the defect record in QC must be updated to describe why the decision was made.</p>
Analyse	Having determined the defect is valid from a business/testing perspective, the defect needs to be investigated to determine the underlying cause.	<p>There are five possible outcomes from this technical review:</p> <ol style="list-style-type: none"> 1. The defect is determined to be valid and will be fixed as part of the project's next implementation so its status should be changed to FIX and the defect will be re-assigned 2. The defect is determined to be valid but it will not be fixed as part of the next implementation. Status should be changed to DEFERRED and the defect's Cycle is reset to the implementation in which the defect will be addressed 3. The defect is determined to be valid but it will not be fixed, e.g. cost/effort of correcting the problem outweighs effort of implementing a workaround. Defect's status should be changed to CLOSED and sub-status ACCEPTED 4. The defect is invalid. Status should be changed to CLOSED, sub-status identifies reason why it was classified as invalid (DUPLICATE or REJECTED) 5. Defect is identified as a known Production Defect, status is changed to FOUND (see companion document)

Defect Status	Description	Actions to be undertaken
Fix	Having decided the defect will be corrected as part of the current project, a 'correction' will be produced and unit tested.	If those unit tests are successful, the defect's status will be changed to DEPLOY and it will be re-assigned. If the unit tests are not successful, the FIXER will make a further attempt to correct the problem and repeat those unit tests. This process will be rerun until such time as the unit tests are successful.
Deploy	This status indicates that the 'fix' for a defect is ready to be implemented into the test environment where the defect was found.	The timing of the fix's deployment must always be coordinated between the DEPLOYER and the TEST MANAGER so that the validity of the testing is not undermined. Once the 'fix' has been delivered into the nominated environment, the defect's status is changed to RETEST and it is re-assigned.
Retest	This status indicates that the defect's 'fix' has been deployed and can be retested under the original conditions (and in the same environment) where it was first encountered.	If the tests performed were not in the environment where the defect was originally found, its status should be changed to DEPLOY and its Sub-Status set so that it identifies the next environment on its way back to the location where it was found. If the retest is conducted in the environment where it was initially encountered, change the defect's status to CLOSED with a sub-status of SUCCESSFUL. Regardless of which test environment the retest occurs in, if it fails, change the defect's status to ANALYSE and its sub-state to RETEST FAILED.
Closed	This is the final state for every Pre-Production Defect.	As with every other status listed above, when changing a defect's status it is important that the appropriate comments are added to ensure that we have a complete audit trail of what has happened to the defect, why it happened and as much contextual information as possible has been included. See the next sub-section of this document for a full list of the sub-states used with this status.
Deferred	This status indicates the Business has formally agreed to have the defect fixed as part of a specified, later Release.	When testing for the implementation to which the defect was defers begins, the defect's status is changed to ANALYSE and its sub-status to PREVIOUSLY DEFERRED

The Defect Process Workflow diagram below reflects the path most program defects are expected to follow.



9.9 Defect Reporting Standards

All defects identified during testing will be analysed to determine a root cause of the problem. To support the required analysis, as a minimum the following information should be captured in each defect raised:

- Business requirement, Use Case and/or Test Case being executed when the defect was identified
- Detailed description of the problem
- Steps to recreate the problem
- Expected results – Outcome the tester expected to observe
- Actual results – Outcome observed including how it differed from the expected outcome
- Severity
- The software release (build) it occurred in
- Data, login, screenshots to be stored in defect.

Where possible, each tester should track the defects they have raised through to resolution.

9.10 Resolving Defects:

The cause of a defect can differ from the symptom(s) observed by a tester, so it is important the resolver updates the defect detailing the fix applied. The minimum information required in relation to the resolution of a defect may include:

- Cause of the defect
- Fix applied to resolve the defect
- Software version in which the fix will be delivered to the tester for verification
- Testing undertaken by the resolver to verify the defect has been corrected
- Impacted system(s) and regression implications of the fix applied

9.11 Defect Triage Meetings

The defect resolution process often requires many groups work closely including test team(s), project resources, Project Manager(s), vendor resources and internal Sydney Trains development teams. During test execution regular defect triage meetings will be held to:

- Review the severity and priority assigned to defects
- Determine the most appropriate resolver group
- Determine the target content and delivery dates for deployments to test environment(s)

9.12 Pass & Fail Criteria and Test Case Status

Test Case Status	Description
Pass	A test case will be deemed to have passed if: <ul style="list-style-type: none"> • The item tested behaves as expected and as per the requirement(s) it was derived from • The item will not introduce a problem or failure • The item will not introduce an unacceptable risk of a problem or failure
Fail	A test case will be deemed to have failed if: <ul style="list-style-type: none"> • The item tested does not behave as expected or as per the requirement(s) it was derived from • The item will introduce a problem or failure • The item will introduce an unacceptable risk of a problem or failure
Conditional Pass	A Conditional Pass is assigned to a test case which passes the intent of the test, where a low severity, non-critical defect has been observed and raised in HP ALM.
Not Run	Test case execution has not commenced.
Not Completed	Test case execution has commenced, is in progress and has not progressed to the point where a status of pass, fail or conditional pass can be assigned.

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Not Applicable (N/A)	A status of N/A is assigned to a test case which has been agreed to no longer be applicable. Assigning the N/A status rather than deleting the test case ensures test case numbers in the TSR align to the number of test cases at the commencement of the test phase.
Blocked	<p>A test case may be assigned the status of Blocked for a number of reasons including but not limited to:</p> <ul style="list-style-type: none"> • A defect which needs to be resolved is preventing execution of the test case • Functionality not yet delivered • Required test data not available

9.13 Defect Severity Definitions

The severity level assigned to a defect is a reflection of how serious the defect is. It can be a measure of the impact on testing and the ability to continue with the test phase or of the impact the defect would have in the Production environment. The following definitions provide the severity levels which should be assigned to defects raised during testing within the ROC Program.

Severity	Severity Description
Severity 1	<p>Critical Impact – Assigned to critical errors. Core functionality cannot be executed. Testing for the affected area cannot continue and no workaround exists. Examples of severity 1 defects include:</p> <ul style="list-style-type: none"> • Safety Issues • The system or a core component of the system is inoperable <p>Sydney Trains would not consider taking Severity 1 defects into the next test phase or to the Production environment.</p>
Severity 2	<p>High Impact – Assigned to major errors. Some key functionality cannot be executed or has not been delivered and no acceptable workarounds exist. Testing can continue on other functionality but the defect must be resolved before the component can be migrated to the next test phase or to production. Examples of severity 2 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and no acceptable workarounds exist • Any issue with data accuracy or integrity which may cause confusion among the Sydney Trains end-user community <p>Sydney Trains would not usually consider taking Severity 2 defects into the next test phase or to the Production environment unless there were exceptional circumstances. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR). There is an expectation any Severity 2 defects would be resolved by the next Release of the application.</p>

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Severity	Severity Description
Severity 3	<p>Medium Impact – Assigned to minor errors. Some functionality does not conform to the specification or has not been delivered however, end-to-end transactions can be executed by applying acceptable workarounds to the impacted functions. No material impact on Sydney Trains end users. Testing can continue and the component can be migrated to the next test phase or to production providing exit criteria are met. Examples of severity 3 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and acceptable workarounds exist <p>Sydney Trains may consider taking a small number of Severity 3 defects into the next test phase or the Production environment provided the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR).</p>
Severity 4	<p>Low/Cosmetic Impact – Assigned to cosmetic errors. No material impact on Sydney Trains end users or the application. Examples of severity 4 defects include:</p> <ul style="list-style-type: none"> • Misspelled (but not misleading) text • Inconsistent fonts • Poor grammar <p>Sydney Trains may consider taking a small number of Severity 4 defects into the next test phase or the Production environment providing the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/Impact via approval of the Test Summary Report (TSR).</p>

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9.14 Defect Priority Definitions

Each defect is also assigned a priority level which indicates to development team(s) the order in which defects of the same severity should be addressed. Priorities which can be assigned to defects within the ROC Program are:

- 1 – High
- 2 – Medium
- 3 – Low

Assuming open defects of every severity and priority combination, the order in which defects should be addressed is outlined in the table below:

Order	Severity	Priority
1	Severity – 1	Priority – High
2	Severity – 1	Priority – Medium
3	Severity – 1	Priority – Low
4	Severity – 2	Priority – High
5	Severity – 2	Priority – Medium
6	Severity – 2	Priority – Low
7	Severity – 3	Priority – High
8	Severity – 3	Priority – Medium
9	Severity – 3	Priority – Low
10	Severity – 4	Priority – High
11	Severity – 4	Priority – Medium
12	Severity – 4	Priority – Low

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9.15 Defect Rectification SLA's

Service Levels define the target time to fix defects and take into account:

- The urgency of the situation
- The need to strike a balance between speed, quality, sensible packaging and delivery of fixes

For the ROC Program it is envisaged SLA's will be agreed around delivery of configuration fixes and fixes to the underlying COTS products would be delivered via vendor product roadmap(s) and internal processes.

Note – The SLA information below has been taken from Sydney Trains Enterprise Release Planning (ERP) documentation and intended to be used as a guide. ROC Program SLA's will need to be agreed.

Defect Severity	Response Time	Resolution Time	Validation Time	Total SLA
Severity 1	0 - 2 Hours	4 Hours	4 – 8 Hours	Less than 1 Day
Severity 2	0 – 4 Hours	1 Day	1 Day	1 Day
Severity 3	0 - 2 Days	3 Days	4 Days	4 Days
Severity 4	0 – 5 Days	5 days	5 Days	5 Days

In the context of the defect statuses:

- Response Time is the time taken in the New Status (including Triage)
- Resolution Time is the time taken in the Analyse and Fix Statuses
- Validation Time is the time taken in the Deploy, Retest and Closed statuses
- Durations are expressed in business hours and business days
- Service levels are dependent upon availability of sufficient information to analyse and resolve the defect

9.16 Change Management

Under the SAPF, and more specifically the RMP and the CMP, once a specification has been reviewed and formally agreed upon it will be baselined. A baselined artefact can only be changed through formal change control procedures. On the ROC Program baselines are maintained as part of the Configuration Management Process under the CMP.

ROC Program requirements specification will be baselined and fall under the Configuration Management Process. As such any new requirements or variations to existing requirements identified during testing will be raised as a Program Change Request (PCR) and follow the Configuration Management Process.

Each PCR will need to be impact assessed based on a number of criteria including but not limited to:

- Cost
- Impact on Schedule
- Impact on test effort

9.17 ROC Technology Environments

The ROC Program will deliver four new technology systems into a complex landscape of existing applications. Technology environment requirements and specifications will be detailed in the Technology Environment Management Strategy (TEMS) and the Technical Infrastructure Design (TID), which are deliverables of the Detailed Design and Build Phases.

It is envisaged non-Production technology environments (including integration with existing applications where necessary) will be required to accommodate delivery of the following activities in line with Program time frames:

- System Development & Unit Testing
- System Testing
- System Acceptance Testing
- System Integration Testing
- Load & Performance Testing
- User Acceptance Testing
- Cross-Stream Testing
- User Training
- System Demonstrations

It is also expected instances of the new ROC technology systems will need to be delivered to complete the Sydney Trains Production Environment including DR capability.

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9.18 ROC Technology Environment Management

In keeping with the ROC Statement of Requirements which was published as part of the technology RfP, Sydney Trains is looking for the System Integrator to be a single point of accountability with ‘overall responsibility for the specification, design and build of ROC systems, through to bringing the system into production and change of control to the target support model’.

Technology environment management will be critical to achieving this. The details around technology tests environment management will be delivered in the Technology Test Environment Management Strategy (TEMS), which is a deliverable of the Detailed Design phase and as a minimum is expected to include the following information:

Activity	Description
Environment Availability	Aside from agreed maintenance windows, test environments are expected to be available 24/7 during test planning, preparation and execution periods. Sydney Trains should be both informed and approve any planned outages during these times. Unplanned outages will be managed through environment support.
Environment Support	Details will need to be agreed within the TEMS, however during test planning, preparation and execution periods the following types of environment support arrangements are likely to be required: <ul style="list-style-type: none"> Standard Support Mon to Fri – 8.00am to 6.00pm Extended Support Mon to Fri – 6.00am to 10.00pm (with 48 hours’ notice) Weekend Support Sat & Sun – 8.00am to 6.00pm (with 48 hours’ notice)
Configuration Management	The Configuration Management Strategy the program will adopt to assure sound practice around code version control, code branching and merging.
Release Management, Release Notes, Deployments & Outages	In order to strike the right balance between speed, quality, sensible packaging and the delivery of fixes to testing, agreed deployment windows will need to be agreed. Test productivity can also be impacted if deployment outages occur too frequently. Outside the agreed deployment times there should be a provision whereby the Phase Test Manager can agree to ad hoc deployments if required. Each deployment to a test environment should be accompanied by sufficiently detailed Release Notes to inform the test team which fixes have been delivered and enable the status of those items to be updated in the test management tool.
Back Up & Restore	The back-up and restore requirements for test environments.
User Access & Administration	The provision of user access to test environments including ensuring access to the required role profiles and privileges.

Many test phases will have a dependency on integration with existing application environments. These dependencies should be detailed within the TEMS to ensure ROC test environment requirements are met.

9.19 Testing Escalation Path

Escalation is a critical process used by Program team members to resolve issues. Clear communication is the key to any escalation process and the objective of escalation is to create a path for resolution of issues.

For ROC testing activities the Escalation path will be as follows:

Tester => Test Lead => Test Manager => Program Test Manager => Program Management

Some the key principles of the escalation process have been outlined below:

- All program team members and participants are empowered to escalate
- Escalation needs to be managed
- Escalation must be documented
- Escalation needs to be timely
- Escalation is a risk and issue mitigation process

9.20 Training

Sydney Trains business users (also known as Subject Matter Experts or SME's) who will participate in Technology UAT and Cross-Stream Testing will need to be trained in the new ROC technology systems, processes and procedures prior to the commencement of R1 Technology UAT.

Training SME's to participate in these activities and the subsequent training of all end users is within the scope of the ROC T&C stream.

ROC Program Test Management Framework

10 Appendix B – Technology Test Phases

The ROC Program has engaged product vendors and a System Integrator who will deliver the majority of Technology In-Stream testing on behalf of the Program. This document does not set out be prescriptive about how these vendors deliver testing. Vendors should document their recommended test strategy and approach via deliver of the Technology Test Strategy and other test planning documentation for Sydney Trains review and approval. The ROC Program will also provide a layer of Test Governance across vendor technology testing.

In January 2015 an agreed interim version of this document (v1.0) was shared with technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early view of the Program Test Management Framework, including early Program thinking around technology test phases, roles and responsibilities to assist vendors in preparing a BAFO. The detail relating to these test phases and how they might be delivered are reflected in this appendix.

10.1 Shakedown Testing

Following a deployment to any test environment a Shakedown Test will be performed. The Shakedown Test is generally a selected sub-set of test cases executed to verify the deployment has been successful and all required components of the test environment are present with required connectivity and interfaces in place. A successful Shakedown Test indicates both the deployment and the environments are ready for the commencement of a test phase.

10.2 Unit Testing (UT)

Test Phase Definition:	Unit testing focuses on the key activities which must be verified at the component level to demonstrate modules operate as designed. Unit Testing is executed to ensure valid operation of components prior to System Testing and may include verification of: <ul style="list-style-type: none"> • Mandatory Fields • Event Handling • Boundary Testing of Upper & Lower Limits • Character Acceptance • Error and exception handling
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Deliverables:	There will not be any formal deliverables produced as artefacts of Unit Testing. System Testing will follow, be delivered by the same test phase owners as Unit Testing and be governed by the ROC Program.
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.

ROC Program Test Management Framework

Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	<p>Application teams and vendors may elect to either use in-house test management tools or Sydney Trains test management tool (HP ALM) for Unit Testing.</p>
Test Artefacts:	<p>There are no formal test artefacts produced during Unit Testing which will become Sydney Trains owned artefacts at the conclusion of the ROC Program.</p>

10.3 System Testing (ST)

Test Phase Definition:	<p>New ROC systems and changes to existing applications tested without integration. System Testing may include:</p> <ul style="list-style-type: none"> • Design Validation – Ensures an individual system as a discreet module will correctly process, pass and store data as specified. Test stubs, harnesses or simulators should be used during System Testing to ensure boundaries of the solution are validated in preparation for integration testing • Usability Testing – Ensures the system complies with application standards and presentation policies. This may include consistency of hotkeys, uniform navigation and listing standards. Usability Testing ensures the new application or change to an existing application will ‘fit’ into the existing application landscape • Data Conversion – Verification of data loads, data migrations, data conversions and data handling. Includes ensuring any data to be loaded is accurately defined • Service validation including adoption of standards e.g.: SIRI and simulated service testing using SOAP UI and stubs • Testing of Non-functional requirements
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Governance:	<ul style="list-style-type: none"> • SP4 – Systems Integrator • ROC Technology Stream

Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for System Testing.
Test Artefacts:	System test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.4 System Acceptance Testing (SAT)

Test Phase Definition:	SAT verifies each application which has exited System Testing can be correctly installed, configured and provisioned into an integrated ROC Test Environment. Each Product Vendor will then execute an agreed subset of tests to prove the applications and environment are ready for the commencement of SIT.
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	Test Execution: <ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications Witnessing Testing: <ul style="list-style-type: none"> • SP4 – System Integrator

ROC Program Test Management Framework

Test Governance:	<ul style="list-style-type: none"> • SP4 – System Integrator
Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	HP ALM
Test Artefacts:	SAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.5 System Integration Testing (SIT)

Test Phase Definition:	SIT verifies systems which have been proven to function correctly in System Testing work together when integrated. System Integration Testing should commence with point to point service integration testing for example REM to TIBCO, TIBCO to REM, changed existing application to TIBCO, TIBCO to changed existing application. Transaction flows across all components and systems which make up the ROC Technology solution will then be verified to ensure data flows through each component of the solution as expected without conflicts, corruption, duplication or loss. SIT should also include: <ul style="list-style-type: none"> • Non-functional testing such as failure and recovery • Sociability Testing which ensures all new and existing applications can co-exist on a user’s desktop without conflict.
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for SIT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for SIT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SIT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	SIT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

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10.6 Load & Performance Testing (L&P)

Test Phase Definition:	<p>Load & Performance Testing evaluates the compliance of a system or software components against specified non-functional requirements such as response times, transaction processing time and resource utilisation. Load and Performance Testing may include the following types of tests:</p> <ul style="list-style-type: none"> • Performance • Soak • Volume • Scalability • Stress • As we as providing results which can be used as an input to Capacity Planning <p>It is expected L&P Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.</p>
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for L&P • L&P Scripts • Test Results (including evidence - screenshots, log files as required) • Status Report(s) – during execution • Defect Report(s) – during execution • Test Summary Report (TSR) for L&P
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	The environment used for L&P Testing should be as ‘production like’ as possible. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>

ROC Program Test Management Framework

Test Tools:	Load Runner and HP ALM
Test Artefacts:	L&P test scripts, results and defects stored in Load Runner and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.7 Security & Penetration Testing

Test Phase Definition:	<p>Security Testing checks whether the application(s) or service(s) are secure including requirements covering confidentiality, integrity, authentication, availability, authorisation and non-repudiation by answering the following questions:</p> <ul style="list-style-type: none"> How vulnerable is the system to attacks; can anyone hack the system or login to the application without authorisation? How well is the data protected while the system maintains functionality? Is there any information leakage via encryption, firewalls, wide range use of software and hardware? <p>For the ROC Program, Security requirements as stated in the Detailed business requirements will be tested during System and System Integration Testing as practicable. As such, these activities will be covered by the Technology Test Strategy document and subsequent technology test planning documentation. The rest of this section relates specifically to Penetration Testing, which is a specific subset of Security Testing.</p> <p>Penetration Testing involves playing the role of an attacker in order to determine the vulnerability of an organisation’s IT landscape against unauthorised attack, malicious user(s) or malware. The ROC Program plans to engage a third party to undertake Penetration Testing.</p> <p>The scope of Penetration Testing required by the ROC Program is to be determined during the build phase and documented in the Security and Penetration Detailed Test Plan.</p> <p>It is envisaged Penetration Testing may be re-run over numerous iterations throughout the life of the ROC Program.</p>
Test Phase Owner:	<ul style="list-style-type: none"> ROC Technology Stream
Test Resources:	<ul style="list-style-type: none"> External Consultancy
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream and Sydney Trains Security Architect(s)
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Security & Penetration Testing Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Security & Penetration Testing <p>Note – Due to the nature of Security & Penetration Testing, distribution of artefacts may be restricted.</p>

Test Location:	TBC. Potentially External Consultancy offices.
Test Environment:	TBC via consultation with Sydney Trains Security Architect(s) and documented in the Security and Penetration Detailed Test Plan.
Test Data:	Test data for Penetration Testing will be the responsibility of the external consultancy and will be socialised and accepted (as required) via the reviews and approval of Security & Penetration Testing Planning artefacts.
Test Tool:	Access to defects identified during Penetration Testing by the external consultancy is likely to be restricted. As such they may be recorded in a separate instance of HP ALM or in an appropriate securely stored format. Additional tools to be supplied by external consultancy as required.
Test Artefacts:	Security & Penetration scenarios, results and defects will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.8 Automated Regression Testing

Test Phase Definition:	A selection of ROC scenarios will be selected and form the basis of the ROC Automation Regression Suite. These scripts will need to be maintained throughout the program lifecycle as ROC systems and existing applications are developed and changed. It is expected Automated Regression Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.
Test Phase Owner:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Automated Regression Automated Regression Scripts Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Automated Regression
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	Automated Regression scripts may be run in a number of environments over the course of the ROC Program. Details to be confirmed in the ROC Technology Test Strategy and ROC Technology Environment Management Strategy (TEMS) documents.

ROC Program Test Management Framework

Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	Quick Test Professional (QTP) and HP ALM
Test Artefacts:	Automated Regression test scripts, results and defects stored in QTP and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.9 User Acceptance Testing (UAT)

Test Phase Definition:	<p>UAT verifies Business requirements have been met in the technology systems delivered. The objective of UAT is to test the overall business functionality of technology systems from an end user perspective in the context of Business processes and roles to assure the overall solution is fit for use in a business context. By proving systems will perform as expected, UAT allows sponsors, stakeholders and end users to provide their acceptance of the technology systems delivered.</p> <p>A ROC test principle is that program testing should occur prior to business testing. Program test resources will execute UAT scenarios in order to identify and resolve defects prior to Business UAT. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Use of professional test resources to save Business resources from 'testing fatigue' • Build program confidence prior to business exposure <p>Business resources will then execute (a potentially cut down set of) UAT test cases. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Duration, iterations and defects greatly reduced by program UAT • Business resources initial experience with systems is a positive one • Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of the defects identified during Business UAT. If earlier test phases are permitted to achieve their agreed exit criteria and defects which could have been identified and resolved in those test phases are found during Business UAT, we would conclude earlier test phases could have been more effective. If this is the case, further analysis should be conducted to determine how these test phases can be improved for future Releases.</p> <p>If Business UAT identifies and resolves the types of defects only SME's from the Business were likely to pick up, we can conclude Business UAT has served its purpose and earlier test phases have been effective.</p>
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ROC Program Test Management Framework

Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • Program UAT – ROC Program and SP4 resources • Business UAT – Sydney Trains business users (ROC SME's), supported by ROC Program, Product Vendor and System Integrator resources
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for UAT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for UAT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC UAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	UAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

11 Related Documents

The following documents have been referenced in preparing this Program Test Management Framework.

Document Title	Version Number
ROC Roadmap	V2.1
ROC Program Systems Assurance & Planning Framework SoW	V11.1
Rail Operations Centre Concept of Operations	V4.0
PMLC ROC Project Management Plan	V2.2
ROC Final Business Case	V5.0
Program Quality Management Plan	V2.0
Infrastructure Assurance Plan	V1.0
ROC Solution Scope	V1.1
Rail Operations Centre (ROC): Timeline to 2018	(Final)

Appendix I – Governance Model

See embedded document: ROC DTTS Detailed Design - Technology Vendor Project
Communication Plan: ROC-TEC-PL-0018



ROC-TEC-PL-0018 -
ROC DTTS Detailed D

Communication Plan



ROC DTTS Detailed Design - Technology Vendor Project Communication Plan Rail Operations Centre Program

DTTS Detailed Design

Project or Program

"Project"

Communication Plan

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(Circulated versions only)

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Version	Date	Author	Reason for Issue / Changes Included
0.1	26/8/2016	David Hayward	Renamed to DTTS project. Add RDT meeting
1.0	9/09/2016	C. Partridge	Updated with SharePoint link and finalised for issuance to ST for review
1.1	29/09/2016	David Hayward	Updated with ST feedback received and agreed with ST DTTS Project Manager
2.0	6/10/16	C. Partridge	Final feedback incorporated from ST DTTS Project Manager and incremented to v2.0 for issuance to Sydney Trains for endorsement and approval.
3.0	24/10/16	David Hayward	Stated that this version supercedes R1 & R2 coms plans. Updated frequency of ROC Vendor Steering Committee Removed Technology risk management meeting

Communication Plan

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Document Approvals

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Communication Plan

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Communication Plan

Reference Documents

The following documents were referenced as part of the development of this document:

Document Name	Version	Date
ROC Release 1 REM Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/R1%20Detailed%20Design%20Deliverables%20(ST%20Signed%20Off)/Project%20Communication%20Plan%20for%20Release%201%20v4.0.docx	v4.0	19/01/2016
ROC Release 2 CIMS Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC-TEC-PL-0001%20-%20ROC%20Technology%20Vendor%20Communication%20Plan.docx	V1.52	23/5/2016
ROC Program Governance Schedule (contract schedule) http://sps.rail.nsw.gov.au/sites/ROC/General%20Program/ROC%20Program%20Calender%202016.xlsx	N/A	11/05/2016
ROC Release Delivery Team Charter http://sps.rail.nsw.gov.au/sites/ROC/Release%20Working%20Group/ROC-SIN-PR-002%20Release%20Delivery%20Team%20Charter-v1.0.docx	V1.0	3/09/2016

Communication Plan

1 Document Purpose

The ROC Technology Vendor Communication Plan clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. This version of the document supercedes the Release 1 and 2 ROC Technology Vendor Communication Plans.

The ROC Technology Vendor Communication Plan outlines:

- What needs to be communicated and to whom;
- How often these exchanges should happen; and
- In what format and why they are necessary.

2 Definitions

Term	Definition
Customer	“Customer” means Sydney Trains
DRICA / DRICASB	Dependencies Risks Issues Changes Actions / Dependencies Risks Issues Changes Actions Scope- Benefits
Individual Contractor / Contractors	Refer to “Other Contractor”
System Integrator (SI) Contractor or Contractor	“System Integrator (SI) Contractor” or “Contractor” means Ajilon Australia Pty Ltd
Other Contractor	“Other Contractor” means the IMS, CIMS or DTTS contractor
SME	“SME” means Subject Matter Expert

3 Project Reporting

3.1 Project Highlight Reports

A Project Highlight Report will be published weekly by the SI Project Manager to the Sydney Trains ROC Program (refer to Matrix for full list of recipients). The report will contain:

- Achievements for the period;
- Plan for the next period;
- Status of any Change Requests;
- Milestones and deliverable progress; and
- Risks, Actions, Issues and Decisions (DRICA)

Communication Plan

4 General

4.1 Introduction

The ROC Technology Vendor Communication Plan document describes the relationship between the Customer and the Contractors (Vertical), as well as the SI Contractor and Other Contractors (Horizontal) to enable effective, efficient, and high-quality delivery of Services to the Customer and to each other, to enable the Customer to achieve the business objectives of the ROC Technology Solution.

This document sets out the communication structure for overall management of the relationship, the roles and responsibilities of the parties to maintain a working relationship, and the type, content and frequency of the meetings that will be held.

The purpose of the ROC Technology Vendor Communication Plan is to ensure that guiding principles, objectives, structures, operating guidelines, methods and measures for implementing effective communication are clearly defined and consistently implemented.

4.2 Guiding Principles

The ROC Technology Vendor Communication Plan is designed to achieve the following guiding principles:

- a. Promoting a collaborative relationship
- b. Continually validating consistency of the results and benefits derived from the ROC Technology Vendor Communication Plan with the Customer's and the Contractor's expectations and objectives
- c. Establishing a structure to streamline day-to-day management and administration of the relationship
- d. Ensuring that an effective relationship management process exists for communication, decision making, joint issue resolution, the Customer satisfaction, contract change and continuous improvement
- e. Ensuring overall monitoring of contractor performance
- f. Ensuring that potential issues in due course are investigated, resolved and – if necessary – escalated
- g. Establishing effective means for managing the delivery of quality
- h. Monitoring established Customer objectives.

Communication Plan

5 ROC Technology Vendor meetings

The following ROC Technology Vendor meetings are established for the ROC Program.

5.1 Executive Meeting

The Executive meeting is the forum from which executives from Sydney Trains and the System Integrator discuss the progress of the project and potential future opportunities.

The Executive meeting is conducted annually involving: from Sydney Trains, Executive Director of Future Network delivery, the CIO, General Manager of the relative Business and the ROC Program Director. From the Contractors perspective, attendees should be: CIO, and Senior Account Manager or appropriate "C" level Representative.

The following administrative matters relate to the Executive Meeting:

- a. Attendees:
 - i. From the Customer: Executive Director of Future Network delivery (Chairman), Chief Information Officer, the General Manager (of the relative Business), the ROC Program Director (who supports the CIO).
 - ii. From the Contractor: Chief Executive Officer (Vice Chairman), the Chief Information Officer, Senior Account Manager or "C" level representative.
- b. The Customer's Chief Information Officer shall be supported by the ROC Program Director; The Contractor's General Manager shall be supported by the Managing Director.
- c. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor
 - ii. Overall performance against business goals
 - iii. Where applicable, revision of goals and long term plans for development of the relationship
 - iv. Identify and discuss joint strategic business direction and opportunities
 - v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution.
- d. Material: The following support document should be made available to the attendees of the Executive Meeting:
 - i. Meeting Agenda
 - ii. ROC Vendor Executive Pack documenting contract performance
 - iii. Recommendations as escalated from the ROC Vendor Steering Committee
 - iv. Critical Risk and Issues derived from the Risk and Issues Register
 - v. Decision log.
- e. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting.
- f. Frequency: Executive Meetings shall be held annually commencing on the first anniversary of execution of the Detailed Design agreement.

Communication Plan

5.2 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution. The ROC Vendor Steering Committee shall meet quarterly or more frequently if required, to promote a relationship based on trust and mutual understanding and assess and set overall strategy for the relationship.

The ROC Vendor Steering Committee comprises Executives from the Contractor as well as Executives associated with the ROC Program.

The following administrative matters relate to the ROC Vendor Steering Committee meeting:

- a. Attendees:
 - i. From the Customer: The Chief Information Officer (Sydney Trains), the General Manager of Strategic Procurement and the ROC Program Director. The following attendees report in to this meeting: Commercial Manager and ROC Technology Program Manager.
 - ii. From the Contractor: The General Manager responsible for the account or appropriate "C" level Representative. The following attendees report in to this meeting: Project Director.
- b. Agenda: The Meeting Agenda of the ROC Vendor Steering Committee includes:
 - i. Project update
 - ii. Strategic direction of the ROC Program
 - iii. Status of the relationship between the Parties
 - iv. Project budget / incentive opportunities
 - v. Future opportunities associated with the ROC Program and Sydney Trains in general
 - vi. Escalated risk raised by the Management Committee
- c. Material: The following support document should be made available to the attendees of the ROC Vendor Steering Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risks only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with attendees within 48 hours of the end of the meeting
- e. Frequency: ROC Vendor Steering Committee Meetings shall be held quarterly.

5.3 Multi-Vendor Management Committee

The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.

The Multi-Vendor Management Meeting is the forum to review, discuss and provide recommendations on technology, performance and relationship improvements for continual service improvement (CSI).

The Multi-Vendor Management Meeting should be held quarterly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Multi-Vendor Management Meeting should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Sydney Trains & System Integrator:

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- a. Attendees:
 - i. From the Customer: The ROC Program Director, ROC Technology Program Manager, T&C Program Manager and Commercial Manager.
 - ii. From the Contractor: The Senior Account Manager and Project Director
- b. Agenda: the Multi-Vendor Management Committee Agenda includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Relationship Management
 - iv. Proposed efficiencies / business improvement
 - v. Future scope opportunities associated with the ROC Program
 - vi. Escalated risk raised by the Governance Meeting
 - vii. General business
- c. Material: The following support document should be made available to the attendees of the Multi-Vendor Management Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risk only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Multi-Vendor Management Meeting is to meet quarterly.

5.4 Management Committee (Individual Contractors)

The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.

The Management Committee meeting (Individual Contractors) should be held monthly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Management Committee (Individual Contractors) should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Management Committee (Individual Contractors):

- a. Attendees:
 - i. From the Customer: The ROC Technology Program Manager and Commercial Manager. The following attendees report in to this meeting: ROC Release Project Managers.
 - ii. From the Contractor: The Senior Account Manager and Project Director. The following attendees report in to this meeting: Contractor Release Project Managers.
- b. Agenda: includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Commercial Management
 - iv. Relationship Management

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- v. Proposed efficiencies / business improvement
- vi. Future scope opportunities associated with the ROC Program
- vii. Escalated risks raised by the Multi-Vendor Management Meeting
- viii. General business
- c. Material: The following support documents should be made available to the attendees of the Management Committee (Individual Contractors):
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Status Update Pack
 - iv. Joint DRICA ("A" and "B" risks only).
- d. Meeting Minutes: Minutes shall be taken by the ROC PMO representative and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Management Committee (Individual Contractors) is to meet monthly

5.5 Release Delivery Team Meeting

5.5.1 Objectives

The objectives of the ROC Release Delivery Team (RDT) as stated in the RDT charter, are to:

- a. Ensure that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).
- b. Ensure that the program has a clear and common understanding of the scope of the Release.
- c. Ensure the program has a clear and common understanding of how the Release is to be implemented.
- d. Ensure that the Release is compatible with the previous Release and the following Release.
- e. Ensure that scope issues and challenges are identified, prioritised and resolved in a timely manner such that the release schedule is not negatively impacted.
- f. Make recommendations to, and seek endorsements from, the SDRG in relation to release scope challenges and in accordance with the ROC Standard SDRG Meeting Pack guidelines.
- g. Manage the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.
- h. Coordinate the production of, and consolidation of, the deliverables for each ARB Release Gate, in accordance with the program's quality assurance guidelines.

5.5.2 Meeting overview

- a. Attendees:

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- I. From the Customer: Release delivery Manager, Stream delivery managers
- II. From the Contractor: Release Project Manager from each vendor
- b. Agenda: Release Delivery Team Meeting Agenda includes:
 - I. Project status and update
 - II. Schedule Management
 - III. Relationship Management
 - IV. Escalated risk raised by the Governance Meeting
 - V. General business
- c. Material: The following support document should be made available to the attendees:
 - I. Meeting Agenda
 - II. Minutes of previous meetings
 - III. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting
- d. Frequency: the Release Delivery Team Meeting is to meet weekly for each release.

5.6 Vendor Management Meeting

The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Meetings should be held weekly to ensure the Project remains focussed on the critical path, and address matters such as delinquency of performance or differing interpretations of the Contractors obligations, progression of the relative ROC Release, service delivery, quality, issue clarification and resolution etc. Where these cannot be resolved to the mutual satisfaction of the Parties, the issue should be escalated to the Management Committee.

Vendor Management Meetings should be conducted by the Project Managers. Items to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc.

No commercial matters are discussed at this level due to the involvement of a number of different vendors.

The Vendor Management Meeting is the first level of management oversight of the ROC Program and should be conducted in separate Release streams to reflect the unique roles of the Individual Contractors.

The following administrative matters relate to the Vendor Management Meeting:

- a. Attendees:
 - i. From the Customer: the relative ROC Release Project Manager, Technology Lead Architect or nominated delegate
 - ii. From the Contractor: Release Project Manager, Project Coordinator and nominated technology SME
- b. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Performance against the schedule
 - ii. Proposed scope changes
 - iii. Deliverable status, including acceptances

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- iv. Resource planning
- v. Customer's CSI compliance
- vi. Risks and Issues
- vii. Escalation points for Management Committee Meeting
- c. Material: The following support documents should be made available to the attendees of the Vendor Management meeting:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Highlight Report
 - iv. Risk and Issues derived from the Risk and Issues Register
- d. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the attendees within 48 hours of the end of the meeting
- e. Frequency: Vendor Management Meetings shall be held weekly.

5.7 Operational Meetings

The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security, integration, configuration and customisation issues, etc.

Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel. No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.

5.8 Project Management Forum

The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.

- a. Attendees:
 - i. From the Customer: The ROC Technology Release Project Managers
 - ii. From the Contractor and Other Contractors: Release Project Managers
- b. Agenda includes:
 - i. Master Schedule overall
 - ii. Potential blockers, emerging issues, threats
 - iii. Relationship Management
 - iv. Lessons learnt, good practice share
 - v. Collegiate advice
 - vi. Future horizon planning
- d. Material: The material is as required to support the subjects being discussed
- e. Meeting Minutes: There are no minutes however action items are taken and distributed
- f. Frequency: fortnightly.

Communication Plan

6 Governance Structure (Technical Governance)

6.1 Contractor (SI) and Other Contractors

6.1.1 The Contractor (SI) is the Customer’s agent responsible for delivering the ROC Solution. Technical Governance between the Contractor and Other Contractors, as well as the Contractor and the Customer is as described in the following diagram.

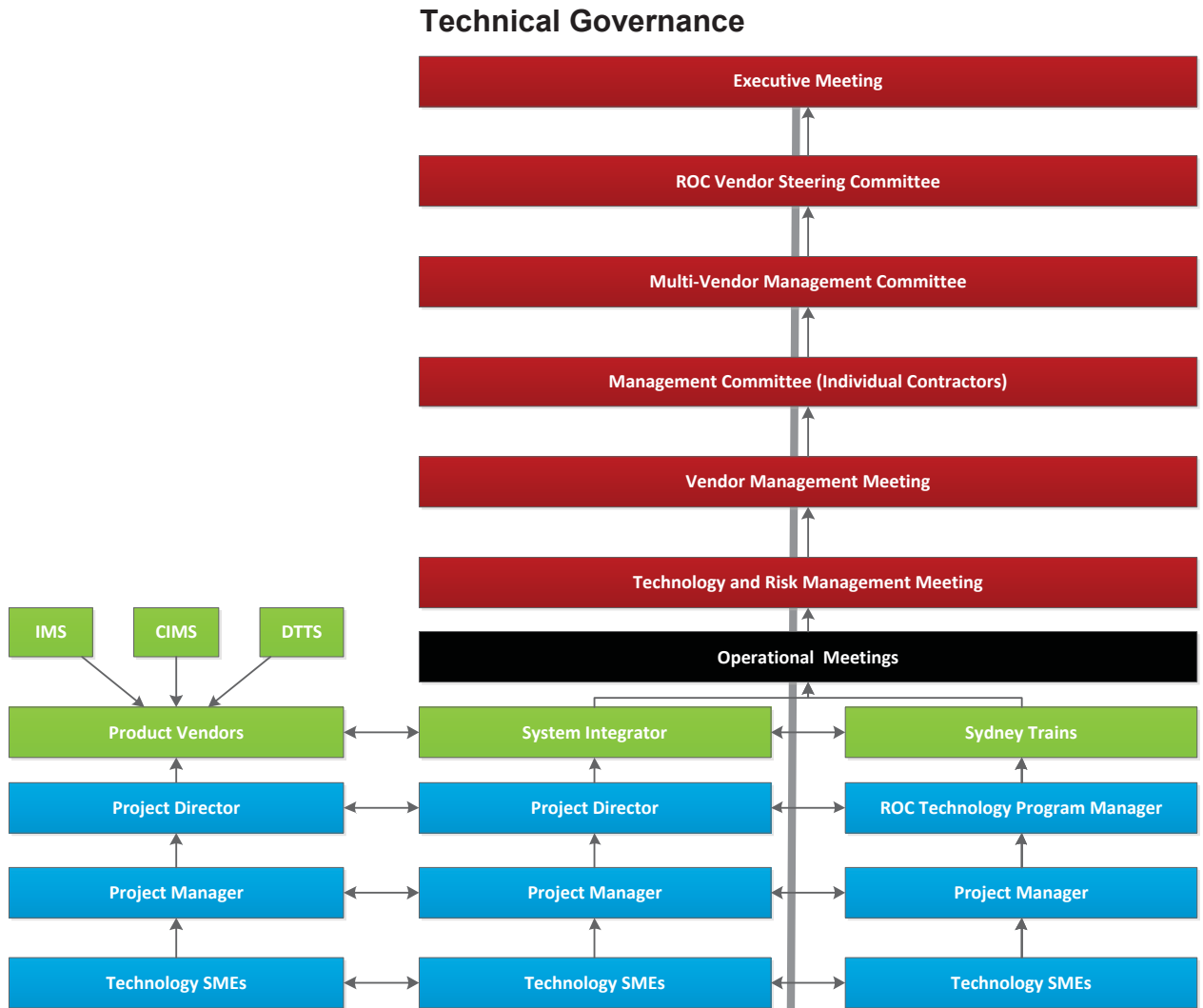


Diagram 1: ROC Technical Governance Diagram

Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cell is not subject to the formal governance process but included by reference in this document.
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

Communication Plan

- 6.1.2 The vertical cells establish the logical workflow between the Contractor and the Other Contractors, as well as the Contractor and the Customer.
- 6.1.3 The horizontal cells establish technical counterparts in increasing levels of significance.
- 6.1.4 The delineation of responsibility is exhibited by the black line between the Customer and Contractor. The purpose is expressly designed to provide a visual representation of the Systems Integrator model engagement.
- 6.1.5 This is reinforced by the fixed engagement lines between the Contractor and Other Contractors technical counterparts, and the line between the Contractors and the Customers technical counterparts. This serves to demonstrate that the Contractor may directly engage the Customers technical personnel during the program, however the technical relationship for product vendors only extends to the Contractor.

Communication Plan

7 Governance Structure (Commercial Governance)

7.1 Commercial Governance

- 7.1.1 While the Contractor (Systems Integrator) is the Customer’s agent responsible for delivering the ROC Solution, commercial matters are expressly excluded from the scope of managing the Other Contractors in order to ensure confidentiality of the Other Contractors’ commercial affairs.
- 7.1.2 Commercial Governance between the Parties is therefore dealt with individually between the Customer, the Contractor and the Other Contractors as illustrated in the following diagram.

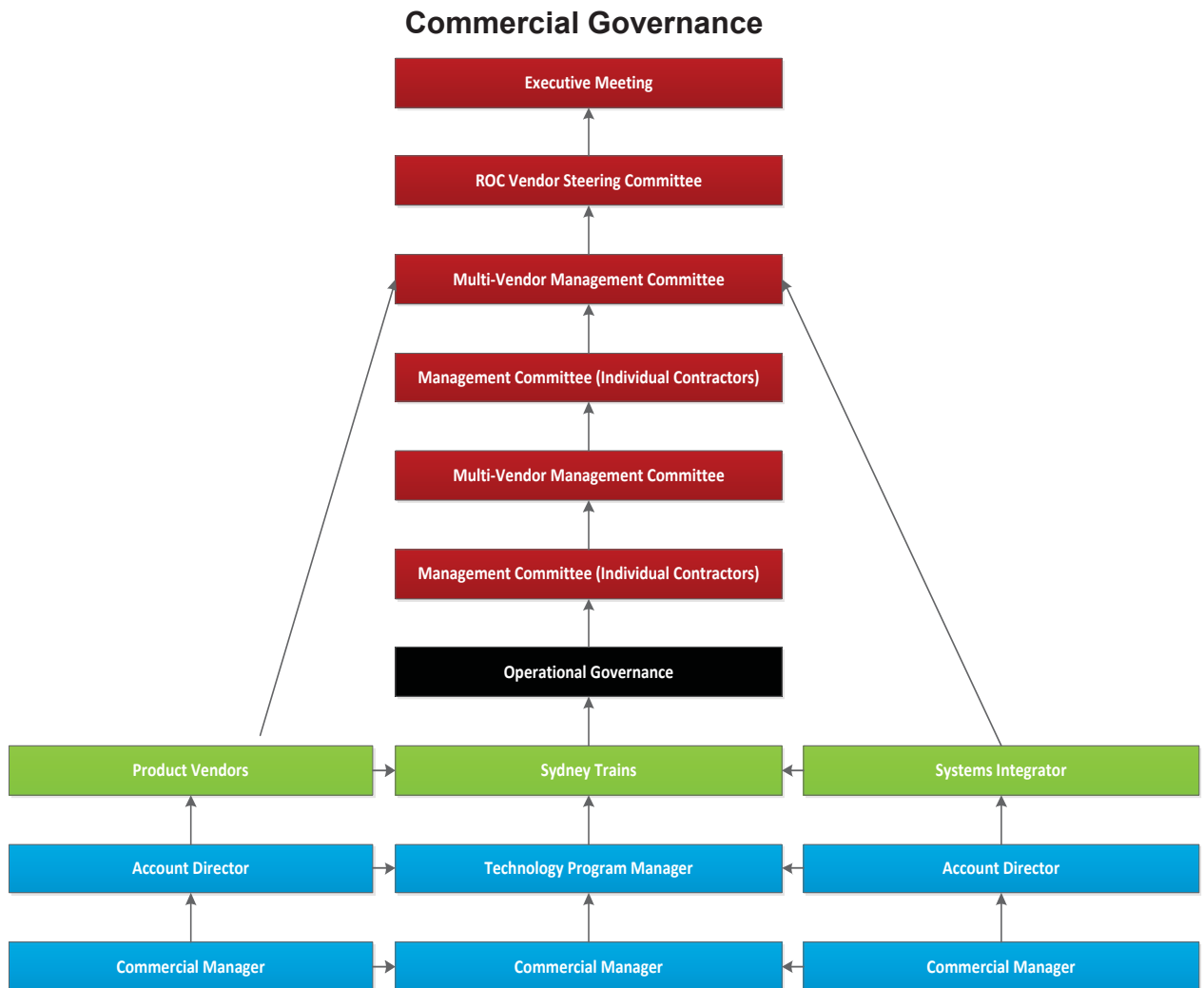


Diagram 2: ROC Commercial Governance Diagram

7.1.3 Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cells are not relevant to Commercial Governance
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

Communication Plan

- 7.1.4 The vertical cells establish the logical workflow within the relevant organisation. Note the separation of the Contractor and the Other Contractors.
- 7.1.5 The horizontal cells establish commercial counterparts between the Other Contractor and the Customer and the Contractor and the Customer.
- 7.1.6 Commercial discussions bypass the operational meeting and vendor management meeting as these involve non-commercial attendees.
- 7.1.7 Discussions relating to commercial issues should occur at the Management Meeting as:
 - a. Meetings are between the Customer and individual contractors to ensure confidentiality of their information.
 - b. The absence of other Contractors promotes an open and frank exchange of views between the parties, including highlighting any issues any Contractor may have with another Contractor.

Communication Plan

8 Contractor's Key Roles in the Governance Structure

8.1 Overview

The Contractor shall provide the following key roles in the joint governance structure:

- a. Managing Director
- b. General Manager
- c. Account Executive / Client Relationship Manager
- d. Service Delivery Manager / Project Director
- e. Account Executive / Client Relationship Manager
- f. Commercial Manager
- g. Project Manager
- h. Lead Solution Architect.

The primary governance-related responsibilities for each key role are specified in sub-section "Key Roles and Responsibilities".

The Contractor shall appoint an individual for each of the roles above and one individual may not fulfil more than three of the roles above.

8.2 Key Roles and Responsibilities

8.2.1 Managing Director

The Contractor's Managing Director is responsible for all facets of the Contractor's performance, including service delivery, relationship management and finances. The Managing Director interfaces with the Customer's CIO.

8.2.2 General Manager

The Contractor's General Manager is responsible for the overall management of the relationship at the strategic and executive level as well as leadership of the service delivery team. The General Manager interfaces with the Customer's Program Director.

8.2.3 Account Executive / Client Relationship Manager

The Contractor's Account Executive will be responsible for the overall engagement with the Customer under this Agreement. The Account Executive will be the single point of accountability for the account and for all of the Services. The Account Executive works with the Customer's Technology Program Manager to align the delivery of Services with the strategic needs of the Customer, with focuses on performance, charges and contractual matters. The primary governance-related responsibilities of the Account Executive are:

- a. Management of the executive relationship between the Contractor and the Customer
- b. Management of the Contractor's delivery teams
- c. Ensuring a successful relationship with the Customer
- d. Overseeing that all performance requirements are satisfied as agreed in this Agreement
- e. Ensuring proper invoicing and payments between the Contractor and the Customer
- f. Overseeing all contractual related matters, e.g. change of service levels, etc.

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- g. Ensuring that the Contractor fulfils all of its obligations under this Agreement
- h. Overseeing and being responsible for the successful completion of transition required to provide Services in this Agreement
- i. Participating in the Customer's strategic planning process and developing recommendations and plans that support the Customer's strategic direction
- j. Informing the Customer about relevant new corporate capabilities and developments within the Contractor's organisation and proposing ideas and solutions that may contribute to Continuous Improvement
- k. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.4 Service Delivery Manager / Project Director

The Contractor's Service Delivery Manager has the overall responsibility of delivering the Services. The Service Delivery Manager works with the Customer's Technology Program Manager to manage and meet commitments, requirements and expectations regarding overall delivery, including scope and demand within the scope of the Services. The primary governance-related responsibilities of the Service Delivery Manager consist of:

- a. Providing overall leadership and management of the Service delivery teams
- b. Interfacing with and supporting the Customer organisation, which contributes to building a successful relationship between the Customer and the Contractor
- c. Responsible for the appropriateness, quality and timeliness of all defined scope of Services and transition, and ensuring overall management of inter-service dependencies and issues
- d. Monitoring and measuring of the Services from the Contractor to the Customer
- e. Ensuring end-to-end responsibility of Maintenance, Service Request, and Enhancement activities to be delivered and/or maintained by the Contractor.

8.2.5 Account Manager / Client Relationship Manager

The Account Manager has primary responsibility for the administration and management of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Account Manager consist of:

- a. Establishing and executing all required account and business management processes and associated reporting to meet the Customer's expectations
- b. Ensuring that a log is updated and shared with the Customer containing names and contact information of personnel holding roles set forth in the PIPP.
- c. Informing the Customer of important changes in the Contractor's resources that may have a material effect on the Services
- d. Assisting the Account Executive in the resolution of contract disputes
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance
- f. Ensuring the Contractor's fulfilment of its obligations under this Agreement;
- g. Ensuring satisfaction of legal requirements
- h. Advising management of contractual rights and obligations
- i. Reviewing and facilitating the Contractor's approval of all contractual documents

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- j. Working with other relevant the Customer teams to ensure contractual requirements are met, including documentation and management of Service Levels
- k. Providing information to the Customer as appropriate to facilitate the Customer understanding of the Contractor's new capabilities relevant to the Services
- l. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.6 Commercial Manager

The Contractor's Commercial Manager has the overall accountability of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Commercial Manager consist of:

- a. Working with the Customer's Commercial Manager to prepare, approve, and execute contract change orders, amendments, and modifications
- b. Maintaining and updating issues and open actions log in order to track and facilitate resolution of all contractual issues and actions; performing escalations as required
- c. Assisting in the contractual management of all new service offerings and related new Customer requirements so that they are properly reviewed, approved, executed, and integrated into the Agreement in accordance with the Contract Change Control Procedure in Schedule 3 of the General Order Form.
- d. Maintaining an index of the pertinent parts of the Agreement, modifications and business agreements, contract correspondence and letters, and other agreed information and documentation pertinent to the Agreement
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance; ensuring the Contractor's fulfilment of its obligations under this Agreement; ensuring satisfaction of legal requirements; advising management of contractual rights and obligations
- f. Run benchmarking exercises in cooperation with the Customer's Contract Manager (discretionary/infrequent activity).

8.2.7 Project Manager

The Contractor's Project Manager has the overall accountability of the performance of the Project team for the day-to-day running and delivery of the Project. The primary governance-related responsibilities of the Project Manager consist of:

- a. Working with the Customer's Project Manager to ensure smooth day-to-day running and delivery of the Project
- b. Managing project deliverables to schedule and budget, identify risks and mitigation strategies and report as required
- c. Single point of contact to vendors for delivery including escalation point.

8.2.8 Lead Solution Architect

The Contractor's Lead Solution Architect has the overall responsibility and accountability of the architectural design of the ROC technology solution. The primary governance-related responsibilities of the Lead Solution Architect consist of:

- a. Working with the Customer's ROC Technology Lead Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Contractor architects in defining the technology solution, specifically supporting the Solution and Integration Architects.

Communication Plan

9 Customer's Key Roles in the Governance Structure

9.1 Overview

The Customer shall fulfil the following six key roles in the joint governance structure for the purpose of providing Services as per this Agreement:

- a. Chief Information Officer
- b. ROC Program Director
- c. Technology Program Manager
- d. ROC Technology Lead Architect
- e. Commercial Manager
- f. Release Project Manager

Each role can be conducted by one or divided into a small number of individuals. The Customer can decide if an individual shall conduct more than one role.

The primary governance-related responsibility for each key role is specified in Section "Key Roles and Responsibilities".

9.2 Key Roles and Responsibilities

9.2.1 Chief Information Officer

The Chief Information Officer is responsible for representing the Customer at Executive Meetings. The Chief Information Officer's key focus is on the strategic relationship with the Contractors in order to ensure the ROC Technical Solution is implemented in accordance with the Customers' operational and budgetary requirements.

9.2.2 ROC Program Director

The Customer Program Director is equivalent to the Contractor's General Manager and responsible at the strategic and executive level for management of the relationship. The Program Director shall:

- a. Provide executive sponsorship of the strategic relationship
- b. Communicate the Customer's IT strategy to the Contractor.
- c. Provide direction and leadership to the ROC Program's Stream Leads

9.2.3 Technology Program Manager

The Technology Program Manager is responsible for overseeing the delivery of Services by the Contractor. The primary governance-related responsibilities of the Technology Program Manager include:

- a. Interacting with the Contractor's Account Executive
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Where applicable, approving Service Credit and Incentive settlement. Approving and authorising the Contractor's invoices to the Customer
- e. Ensuring the Customer meets agreed-upon deadlines
- f. Providing strategic dispute resolution

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- g. Acting as the single point of contact for business users and gatekeepers for requests from business units
- h. Supporting business units in clarification of ROC technology related issues
- i. Working with the Contractor's Account Executive to revise scope of Services as required by the ROC Program
- j. Reviewing key Risks and Issues
- k. Approving prioritisation of Service Requests and Enhancements if needed.

9.2.4 ROC Technology Lead Architect

The ROC Technology Lead Architect is responsible and accountable for overseeing one or more Technology streams in the Project. The primary governance-related responsibilities of the ROC Technology Lead Architect include:

- a. Working with the Contractor's Lead Solution Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Customer architects in defining the technology solution, specifically supporting the architects on the project: Solution, Infrastructure and Data Architects.

9.2.5 Commercial Manager

The Customer Commercial Manager has the primary responsibility for managing the commercial relationship, monitoring the Contractor's commercial performance against the Agreement and ensuring contract compliance. The Customer Commercial Manager shall work with the Contractor's Account Manager and Commercial Manager to achieve the goals and objectives of the contract regarding vendor management. The primary governance-related responsibilities of the Contract Manager include:

- a. Interfacing with the Contractor's Account Manager and the Contractor's Commercial Manager counterpart
- b. Extracting contract terms, Service Levels, and performance metrics that will be monitored and reported
- c. Establishing the Customer's contract governance policies, procedures, tools, and templates
- d. Ensuring internal stakeholder and the Contractor's awareness of and compliance with the Customer's contract governance framework
- e. Regularly reviewing the Contractor's performance against the Agreement
- f. Ensuring receipt of all reports from the Contractor as agreed in the Agreement.
- g. Ensuring that a log is at all times updated and shared with the Contractor containing names and contact information of the Customer personnel holding contractual roles set forth in this schedule
- h. Participating in negotiations for updates to the Agreement
- i. Performing compliance oversight and review of the contractual elements defined in the Agreement, working with the Customer management and others to address and resolve compliance issues
- j. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document

Communication Plan

- k. Review invoices and resolve any charge related issues with the Contractor's Account Manager
- l. Coordinate benchmarking exercises (discretionary/infrequent activity)
- m. Drafting amendments to the Agreement, including socialisation with the relevant internal and Contractor stakeholders.
- n. Ensure approval of contracts and amendments in accordance with the Customer's policies and procedures, applicable laws, the Customer requirements in accordance with the Contract Change Control Procedure of Schedule 3 of the General Order Form
- o. Reviewing the Contractor's performance to contract regarding Service Levels, Service Level Credits and any Service Level rebates.

9.2.6 Release Project Manager

The Customer Release Project Manager is responsible for the day-to-day running of the Customer side of the Project and for overseeing the delivery of the Project by the ROC Program Streams and the Contractor. The primary governance-related responsibilities of the Project Manager include:

- a. Interacting with the Contractor's Project Manager
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Ensuring the Customer meets agreed-upon deadlines at the Project level
- d. Working with the Contractor's Project Manager to manage scope, schedule and budget
- e. Identify Risks and mitigation strategies.

Communication Plan

10 Issue Escalation Process

10.1 General

- 10.1.1 The Parties agree to implement and adhere to a defined escalation process for issues that arise regarding management of service delivery issues and the overall governance of the relationship.
- 10.1.2 Prior to a Party initiating the Escalation Process, the Parties should ensure all reasonable endeavours are undertaken to resolve the Issue at the technical level between the Contractor and the Customer's personnel, or between the Contractor and Other Contractor's technical-level personnel.
- 10.1.3 In the event that an Issue involves an Other Contractor, and is of a specific commercial nature, the escalation path should exclude the Contractor (System Integrator).
- 10.1.4 The Parties shall resolve issues in a constructive way that reflects the concerns and commercial interests of each Party. The Parties' primary objective and intent is to ensure that sufficient effort is made to have issues resolved by the appropriate levels of authority as soon as possible without the need for escalation.
- 10.1.5 In the event the Parties cannot reach a resolution of an issue at a given level, the Parties shall follow the Escalation Procedures, in terms of Notification, Documentation, and Request for Meeting, Escalation Path, and Issue Review as set forth in Section "Escalation Path".

10.2 Escalation Procedures

10.2.1 Notification

- a. Either Party (i.e the customer or the contractor) may decide that escalation is desirable when resolution of an issue appears unachievable at the current management level. In that event, the Party desiring escalation provides written notice of its intention to the member(s) of the other Party currently involved in the dispute.
- b. At either Party's request, the Parties currently engaged in attempting to resolve the issue shall meet again to attempt resolution of the issue prior to escalation to the next level. When and if the issue cannot be resolved at the current management level, the issue will then be escalated after good faith attempts by the Parties to resolve the issue at the current level. However, at any time five days or more after an issue has been escalated to one of the levels in Section "Issue Escalation Path", a Party may, by notice to the other party, escalate it to the subsequent level.

10.2.2 Documentation

- a. The Parties will jointly develop a short briefing document called Statement of Issue for Escalation that describes the issue, relevant impact and positions of the Parties.
- b. Documentation shall be prepared with the sufficient basis for an appropriate consideration and conclusion.

10.2.3 Request for Meeting

- a. A meeting will be scheduled with appropriate individuals with written notice. Parties will endeavour to meet as soon as possible, however no more than five (5) days from notification.
- b. The Statement of Issue for Escalation will be sent in advance to the participants.

Communication Plan

10.2.4 Escalation Path

The following diagrams depict the escalation paths based on the nature of the engagement with the Contractor. These are:

- a. Systems Integrator and the Customer; and
- b. Systems Integrator and the Other Contractors.

System Integrator (Contractor) / Sydney Trains (Customer) Escalation Path

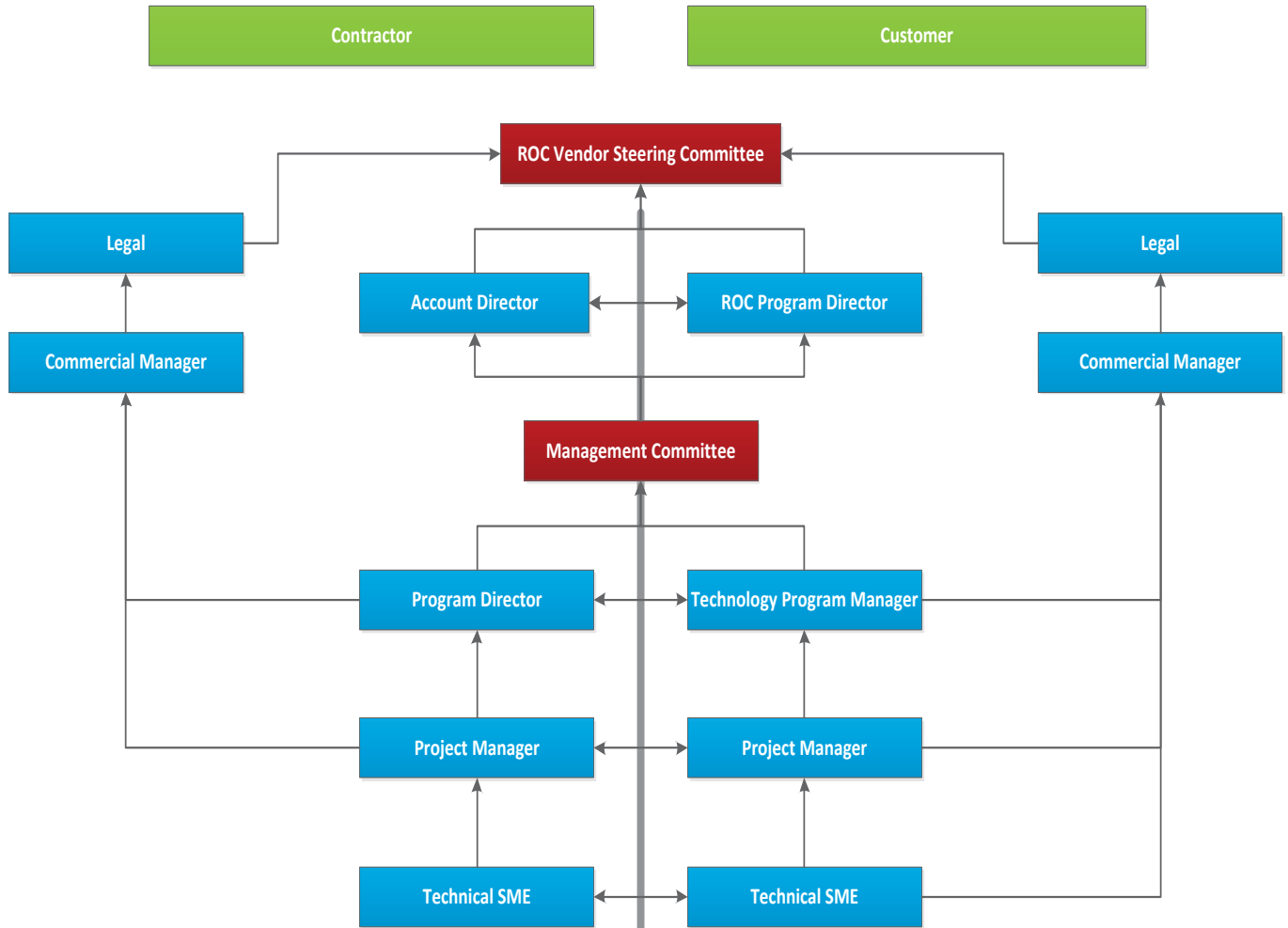


Diagram 3: System Integrator ("Contractor") / Sydney Trains Escalation Path Diagram

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Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

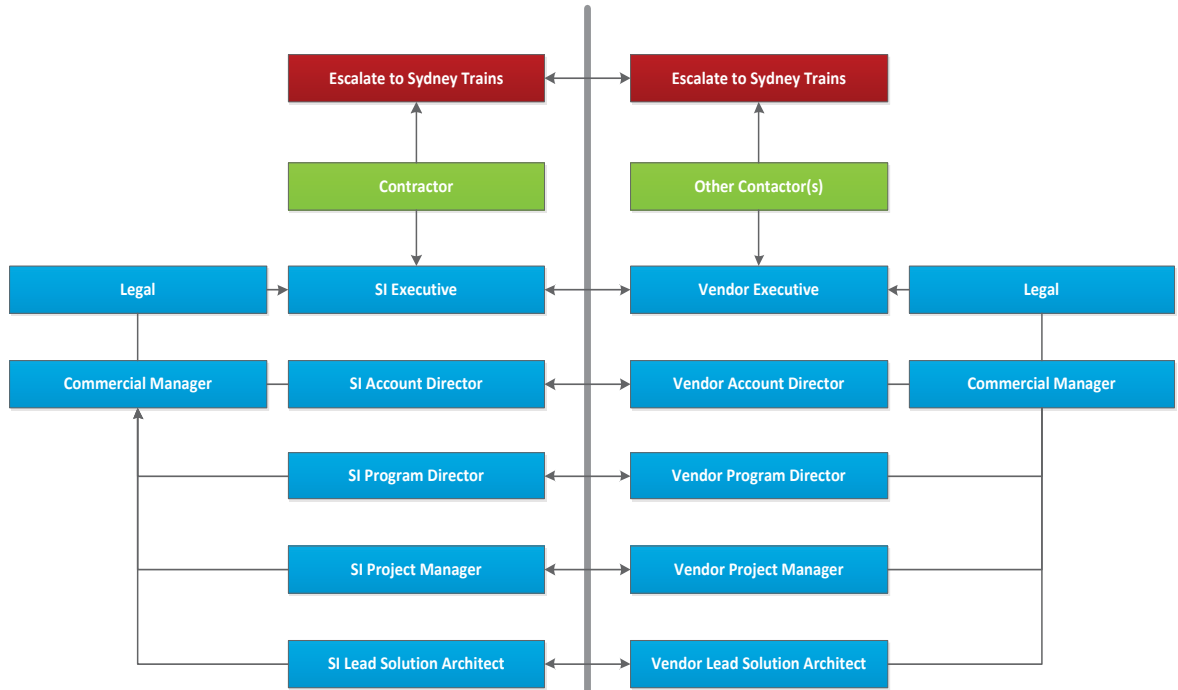


Diagram 4: Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

10.2.5 Issue Review

Each individual manager and process owner shall try to resolve any issues with their counterpart. If no agreement is made, the Parties should follow, wherever practicable, the above escalation path which attempts to resolve the issue at the counterpart level. From individual manager and process owner there are the following forums.

10.2.6 Technical Level

Wherever practicable, issues should be resolved at the technical level prior to escalation to the Vendor Management Meeting. The exception to the rule is instances where the discussion has the potential to have a quality, schedule or commercial impact. The following should be considered:

- a. Is it a technological issue related to the Contractor's product or their performance?
- b. Has the Customer contributed to the issue in terms of non-performance, delays in providing CSI, or failure to manage 3rd parties?
- c. Is the Issue attributable to limitations of the Customer's technological environment?
- d. If the issue cannot be resolved, it shall be treated according to the following contractual profile:
 - i. Technological or delivery related issues should be escalated to the Vendor Management Meeting
 - ii. Matters of a Commercial nature should be escalated to the Management Committee meeting.

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10.2.7 Vendor Management Meeting

Escalation to the Vendor Management Meeting is only appropriate if the Parties have exhausted all options at the Technical level. Attendees at the Vendor Management Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Was the issue a foreseeable event?
- c. Is it a technological issue related to the Contractor's product or their performance?
- d. Has the Customer contributed to the issue, in terms of performance, or technological limitations?

10.2.8 Management Committee Meeting

The Management Committee Meeting is the forum to discuss commercial issues escalated by a Party. Attendees at the Management Committee Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Is this a technological issue?
- c. Does the Contract support a particular Contractor's position?
- d. Was the issue a foreseeable event?
- e. Does the issue relate to partial or substandard performance by the Contractor and/or the Customer?
- f. Has the Customer provided all necessary assistance, information, etc. to enable the Contractor to perform their work?
- g. Has an Other Contractor contributed to the issue?

If the issue cannot be resolved, it shall be escalated to the ROC Vendor Steering Committee for final determination.

10.2.9 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the forum to discuss all outstanding technological, relationship or commercial issues escalated by the Management Committee Meeting. Unless it is unequivocal as to which party bears sole responsibility for an issue, the attendees' focus at the ROC Vendor Steering Committee should be to attempt to resolve the matter in a way that is conducive to the commercial interests of all Parties.

10.2.10 Issue Documentation after Resolution

- a. Resolution of an issue must be documented and executed as a statement of fact. The documentation should additionally identify what further actions will be required to prevent reoccurrence: for example, changes in processes, contract variation etc.
- b. Copies of the Issue Documentation must be retained in the shared document repository.

Communication Plan

10.3 ROC Culture and Behaviours

The ROC Program adheres to the following meeting rules or “etiquette”¹:

ROC Culture and Behaviors	
Meeting Etiquette ... ensuring meetings are efficient, collaborative & innovative	
You should expect ...	You should challenge ...
An agenda and purpose for the meeting should be clear in the invitation (plus any pre-reading if possible).	Meetings without precise purpose and direction which linger and do not achieve an outcome.
Meetings invitations to be sent and responded to in good time.	People tentatively accepting or declining a meeting invitation without providing a reason.
Scheduled breaks for longer meetings, so e-mails and phone messages can be checked.	People 'reading under the table', scrolling through emails, texting, internet surfing, etc... <i>Note: if this happens, perhaps the meeting is not focused enough, or the wrong people are there</i>
People arriving early so meeting can start on time.	People arriving late, expecting others to brief them. <i>Note: if you miss part of the meeting, you lose your right to complain later about decisions made</i>
Mobile phones turned to silent. 'Only step out for extraordinary calls.	Use of mobile phones which distract meetings.
Comments to be held until the speaker finishes, however legitimate interjections and clarifications should be made appropriately.	Interruptions that are not constructive or on topic.
Being respectful of all inputs, feedbacks, opinions – even if they challenge the status quo.	Input that isn't made constructively.
People using 'I statements' to share their experiences with frank, honest and powerful words.	People starting statements with 'they', 'we', 'you', or otherwise trying to speak on behalf of groups not in the room.
A meeting to finish at least 5 mins before the allotted time; allowing others to get to next commitments on time	Meetings that extend past the time allotted or make you late for your next commitment.
Your Challenge: Can you achieve your objectives and reduce meeting time?	

¹ Reference - Sydney Trains document: *ROC Meeting Etiquette Poster.docx*

11 Stakeholder Engagement Matrix

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
Meetings	Executive Meeting	The Executive meeting is the forum from which executives from Sydney Trains and the Systems Integrator discuss the progress of the project and potential future opportunities.	<ul style="list-style-type: none"> - Executive Director Future Network Delivery(Chairman) - CIO - General Manager (relative Business) - ROC Program Director (supports the CIO). 	<ul style="list-style-type: none"> - CEO - CIO - Senior Account Manager, or "C" level representative 	<ul style="list-style-type: none"> i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor ii. Overall performance against business goals iii. Where applicable, revision of goals and long term plans for development of the relationship iv. Identify and discuss joint strategic business direction and opportunities v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution. 	<ul style="list-style-type: none"> i. Meeting Agenda ii. ROC Vendor Executive Pack documenting contract performance iii. Recommendations as escalated from the ROC Vendor Steering Committee iv. Critical Risk and Issues derived from the Risk and Issues Register v. Decision log 	Contractor 48 hours	Annually
	ROC Vendor Steering Committee	The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution.	<ul style="list-style-type: none"> - CIO - GM Strategic Procurement - ROC Program Director <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Commercial Manager - ROC Technology Program Manager 	<ul style="list-style-type: none"> - GM responsible for Account, or "C" level representative <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Project Director 	<ul style="list-style-type: none"> i. Project update ii. Strategic direction of the ROC Program iii. Status of the relationship between the Parties iv. Project budget / incentive opportunities v. Future opportunities associated with the ROC Program and Sydney Trains in general vi. Escalated risk raised by the Management Committee 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risks only) 	Contractor 48 hours	Quarterly
	Multi-Vendor Management Committee	The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.	<ul style="list-style-type: none"> - ROC Program Director - ROC Technology Program Manager - T&C Program Manager - Commercial Manager <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Proposed efficiencies / business improvement v. Future scope opportunities associated with the ROC Program vi. Escalated risk raised by the Governance Meeting vii. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risk only) 	Contractor 48 hours	Quarterly / ad-hoc as required

Communication Plan

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
	Management Committee (Individual Contractors)	The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.	<ul style="list-style-type: none"> - ROC Technology Program Manager - Commercial Manager <p>NOTE: ROC Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Contractor Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business <p>All of the above is included in a pack with the status update and prepared by the vendor</p>	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Status Update Pack iv. Joint DRICA ("A" and "B" risks only) 	PMO Representative 48 Hours	Monthly
	Release Delivery Team Meeting	<p>The Release Delivery Team Meeting: ensures that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).</p> <p>It also manages the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.</p>	<ul style="list-style-type: none"> - Release Delivery Manager - Stream Delivery Managers 	<ul style="list-style-type: none"> - Vendor Release Project Managers 	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Escalated risk raised by the Governance Meeting v. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting 	PMO 48 hours	Weekly
	Vendor Management Meeting	The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Vendor Management Meetings should be conducted by the Project Managers. Issues to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc. No commercial matters are discussed at this level due to the involvement of a number of different vendors.	<ul style="list-style-type: none"> - ROC Release Project Manager - Technology Lead Architect or nominated delegate 	<ul style="list-style-type: none"> - Release Project Manager - Project Coordinator - Nominated technology SME 	<ul style="list-style-type: none"> i. Performance against the schedule ii. Proposed scope changes iii. Deliverable status, including acceptances iv. Resource planning v. Customers CSI compliance vi. Risks and Issues vii. Escalation points for Management Committee Meeting 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Highlight Report iv. Risk and Issues derived from the Risk and Issues Register 	Contractor 48 hours	Weekly
	Operational Meetings	The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security,	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers (o) - other key personnel (o) 	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers 	As Required	As Required	There are no minutes however action items are taken and	As required

Communication Plan

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
		<p>integration, configuration and customisation issues, etc.</p> <p>Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel.</p> <p>No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.</p>		<p>(op.)</p> <ul style="list-style-type: none"> - Other key personnel (op.) 			distributed	
	Project Management Forum	<p>The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.</p>	<ul style="list-style-type: none"> - ROC Technology Release Project Managers 	<ul style="list-style-type: none"> - Release Project Managers 	<ul style="list-style-type: none"> i Master Schedule overall ii. Potential blockers, emerging issues, threats iii. Relationship Management iv. Lessons learnt, good practice share v. Collegiate advice vi. Future horizon planning 	<p>The material is as required to support the subjects being discussed</p>	<p>There are no minutes however action items are taken and distributed</p>	Fortnightly
Reports	Project Highlight Report	<p>Generated weekly per ROC Release and contains: Key Indicators (Project RAG Status); Milestone, budget and overall project update with particular explanations of any amber or red items; PIPP Deliverable updates; DRICA updates; Change Requests/updates & Action Items</p>	<ul style="list-style-type: none"> - ROC Technology Program Manager - ROC T&C Program Manager - ROC Commercial Manager - Customer Release Project Managers - Customer Lead Architects 	<ul style="list-style-type: none"> - SI Project Director - Release Project Managers - Release Team Members if/as required 		PHR Report	PHR Report	Weekly
	Project Status Update Pack	<p>Developed and presented during the Management Committee Meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Pack covers the following items:</p> <ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business 	N/A	PMO Coordinator	Monthly

MODULE ORDER FORM

MODULE 5 – SOFTWARE SUPPORT SERVICES

Box 1 Designated Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
<p>Specify the hardware platform/operating system combination upon which the Supported Software is installed.</p> <p>[Note: Specify the type and version number of the operating system and capacity/model of the Hardware.]</p>	<p>The hardware and operating system upon which the Supported Software is installed is described in the PIPP.</p>

Box 2 Developed Software

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
<p>Specify which of the following categories of software to which each of the items of Developed Software applies:</p> <p>(a) an adaptation, translation or derivative of the Licensed Software; or</p> <p>(b) software that has been newly created by the Contractor under Module 4, or any other Module; or</p> <p>[Note: For example “Payroll application developed under Module 4”.]</p> <p>(c) other software, including software that is already owned by or licensed to the Customer or open source software.</p> <p>[Note: The definition of Developed Software does not include Licensed Software.]</p>	<p>The Supported Software in respect of which the Contractor is to provide Software Support Services is Licensed Software that has been provided by a Key Contractor under a separate Customer Contract. As a result, the Customer does not have a right to receive Updates or New Releases under this Customer Contract and clauses 3.17 to 3.23 of Module 5 will not apply.</p>

Box 3 Installed on Contractor Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.6)	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	Not applicable. Supported Software shall be installed on equipment owned by the Customer or on equipment owned by the Customer's outsourced infrastructure contractors.

Box 4 Prices of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.13)	
Specify the fees payable for supplying the Software Support Services, and when they are due. [E.g. This may be on a monthly, quarterly or yearly basis or any other term that is agreed by parties.]	The fees are set out in the PIPP and are payable in accordance with Item 14 of the General Order Form.

Box 5 Period of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.2)	
Specify the Contract Period during which the Software Support Services will be provided. If this Box is not completed and the Contract Period is not specified on the General Order Form, the Software Support Services will be deemed to start on the AAD of the relevant Supported Software, and continue until terminated by either Party giving the other 30 days Notice in Writing.	The Software Support Services will be provided for a period of 12 months from the technical release of Release 1 (which at the time Change Request 6 is executed is expected to be 10 December 2016).

Box 6 Extension of Contract Notification

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.3)	
Specify (a) the number of days written notice prior to the end of each current	(a) The Customer may, at its absolute discretion, choose to enter into up to two 3 month extensions of the Support Period at the same monthly price.

<p>Contract Period that the Contractor must give of the Price;</p> <p>(b) payment arrangements;</p> <p>(c) whether the Contract Period will be extended under this Customer Contract, or whether a new Customer Contract will be entered into, after the end of the current Contract Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	<p>To the extent practicable, the Customer will give the Contractor at least 30 days' notice of its intention to extend the Support Period.</p> <p>(b) Paid monthly in arrears.</p> <p>(c) Not applicable. The Support Period forms part of the Contract Period.</p>
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Box 7 Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<p>Scope (clause 3.1)</p>	
<p>Specify the details of Software Support Services, including:</p> <p>(a) the Contract Period [Note: the default period is 12 months from AAD];</p> <p>(b) the Supported Software that is to be the subject of the Software Support Services, being:</p> <p>(i) Licensed Software;</p> <p>(ii) details of any Developed Software;</p> <p>(c) whether the Licensed Software is a First Release, or whether the First Release of New Release of any Licensed Software will be provided as part of the Software Support Services;</p> <p>(d) the details relating to any of the following Services that the Contractor is to provide:</p> <p>(i) Help Desk Services, including the hours of operation;</p> <p>(ii) whether the Customer is entitled to receive Updates and/or New Releases if and when they become available from the Contractor during the</p>	<p>The details of the Software Support Services, including the Licensed Software to be supported, are set out in the Service Operation SOW attached to this Module 5 Order Form as Annexure A. The Software Support Services are also covered in the SLA, the PIPP and the Service Design Document.</p> <p>(a) The Support Period is described in Box 5.</p> <p>(b) The Supported Software is described in Box 2.</p> <p>(c) The Licensed Software is not a First Release.</p> <p>(d)</p> <p>(i) Help Desk Services are set out in the SLA.</p> <p>To the extent there is any spare capacity within the Dedicated Interim Support Team (as defined in the Service Design) in carrying out the interim support services, that spare capacity will be used, as agreed between the Parties, to perform project configuration management activities.</p> <p>(ii) No Updates or New Releases will be provided to the Customer under this Customer Contract.</p>

<p>Contract Period, for:</p> <p>(A) the Licensed Software:</p> <p>(B) any Developed Software;</p> <p>(iii) any ancillary services;</p> <p>(e) any applicable Service Levels;</p> <p>(f) the particulars of any access to the Site and the Supported Software, including VPN access to the Supported Software required by the Contractor to effectively perform the Software Support Services;</p> <p>(g) the Price and any expenses or other charges that apply for each Service.</p> <p>[Note: Each of the items above should be fully detailed in this Box.</p> <p>The version numbers of each item of Support Software should be included.</p> <p>If the Software Support Services are described in another document, such as the Contractor's Software Support polices, this document should be cross-referenced in this Box.]</p>	<p>(iii) No ancillary services.</p> <p>(e) As set out in the SLA.</p> <p>(f) VPN access and the items listed as CSI will be required.</p> <p>(g) As set out in the PIPP.</p>
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Box 8 Period of Support for each Release

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Updates and New Releases (clause 3.20(b))	
Specify the period for which the Contractor will continue to offer standard support for each release.	Not applicable.
If this Box is not completed the period is 18 months from the date of general Release of the New Release.	Not applicable.

Box 9 Transition out Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.14)	
Specify if transition out services are to be provided.	Transition out services are to be provided in accordance with section 38 of the Additional Conditions.
Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	Per section 38.2 of the Additional Conditions, these details will be set out in the Transition Out Plan to be negotiated by the Parties.

Box 10 Business Models of the Reseller

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Reseller Provision of Software Support Services (clause 4.1)	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(a).]</p> <p>OR</p> <p>(b) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(b).]</p>	Not applicable. None of the Deliverables are being provided by the Contractor in the capacity as a Reseller.

Box 11 Value Add Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 4.3)	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	Not applicable.

Box 12 Ancillary Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Ancillary Services (clause 5.1)	
Specify if other services are to be provided during the Contract Period.	Not applicable.
Specify the details of these other services, the Prices and when payment is due. [E.g. Ancillary services may include the consulting services needed to implement Updates or New Releases or training services.]	Not applicable.

Annexure A – Service Operations SOW

1. Definitions

Capitalised terms not defined below have the meaning given to them in the Customer Contract. For the avoidance of doubt, definitions in the PIPP have priority over definitions in this Scope of Work.

Heightened Support has the meaning given to it in section 4.3.

Heightened Support Period means the period during which the Heightened Support is provided to the Customer by the Contractor.

Interim Support means the support described in section 4.1 of this Scope of Work.

Interim Support Service means the Interim Support Service and the Heightened Support.

Interim Support Period means the period during which the Interim Support is provided to the Customer by the Contractor.

REM Master Data means the core set of master data provided by the Customer to enable basic functionality of the REM product.

Service Design means the Service Design attached to the SLA.

Service Transition is the establishment of the Interim Support Service as described in the Module 7 Order Form.

2. Overview

2.1 Business Requirements

Release 1 of the ROC Program will deliver a new Incident Management System (**REM**) for the ROC. Once REM is live, the ROC Program will be required to support the REM system until transition to Business as Usual (**BAU**) after Release 3.

The Interim Support Service will cover the running and management of the service from scheduled go-live (as at the date of Change Request 6 intended to be 10 December 2016) through to the scheduled transition to BAU support, which is intended to occur in December 2017.

Business deployment will require Heightened Support to provide 24 x 7 enhanced on-site support coverage.

2.2 Integrated Support

The Interim Support Service will be designed to integrate with the existing Customer IT support environment with a view to reusing and exploiting existing IT services, infrastructure and capability wherever possible.

The Interim Support Service will initially be required to cover the following periods of support:

Support Period	Support Requirement	Anticipated Dates
Interim Support Period	Interim Support Service	10 December 2016 to 31 December 2017
Heightened Support	Initial Business Deployment	Q1 2017 (5 days)*

Period	Further Business Deployment (if required)	Q2 2017 (5 days)*
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* The Customer will provide the Contractor with the exact dates for the Heightened Support Period 4 weeks prior to the relevant Business Deployment dates.

3. Scope

The scope of the Interim Support Service is defined as follows:

In Scope	Out of Scope
Operate the Interim Support from ROC Release 1 “technical go-live” on 10 December 2016 until transition to BAU after Release 3.	Support of downstream systems (such as IIMS, DTDI).
Operate the Heightened Support for Business Deployment	Support of downstream systems (such as IIMS, DTDI). Business Support provided by the Customer’s Transformation and Change Team.

4. Deliverables

The following activities and deliverables will be undertaken by the Contractor:

Activities	Service/Deliverables	Status as at the date of Change Request 6
Initiate the project based on this Statement of Work.	Work Package.	Complete.
Establish the Interim Support Model.	Delivered by Service Design Stage.	Complete.
Establish the Interim Support Service.	Delivered by Service Transition Stage.	In progress.
Operate the Interim Support from commencement of “technical go-live” until transition to BAU after Release 3.	Provision of Interim Support.	Planned to commence 10 December 2016.
Operate the Heightened Support.	Provision of Heightened Support.	To commence Q1 and Q2 2017.

This Scope of Work relates to Release 1 only. Future releases of REM may require amendments to the Interim Support Service that are not included in this Scope of Work.

4.1 Interim Support Service

The Support Model (as set out below) is described in more detail in the Service Design. The Contractor will provide the Interim Support Service in accordance with the Service Design.

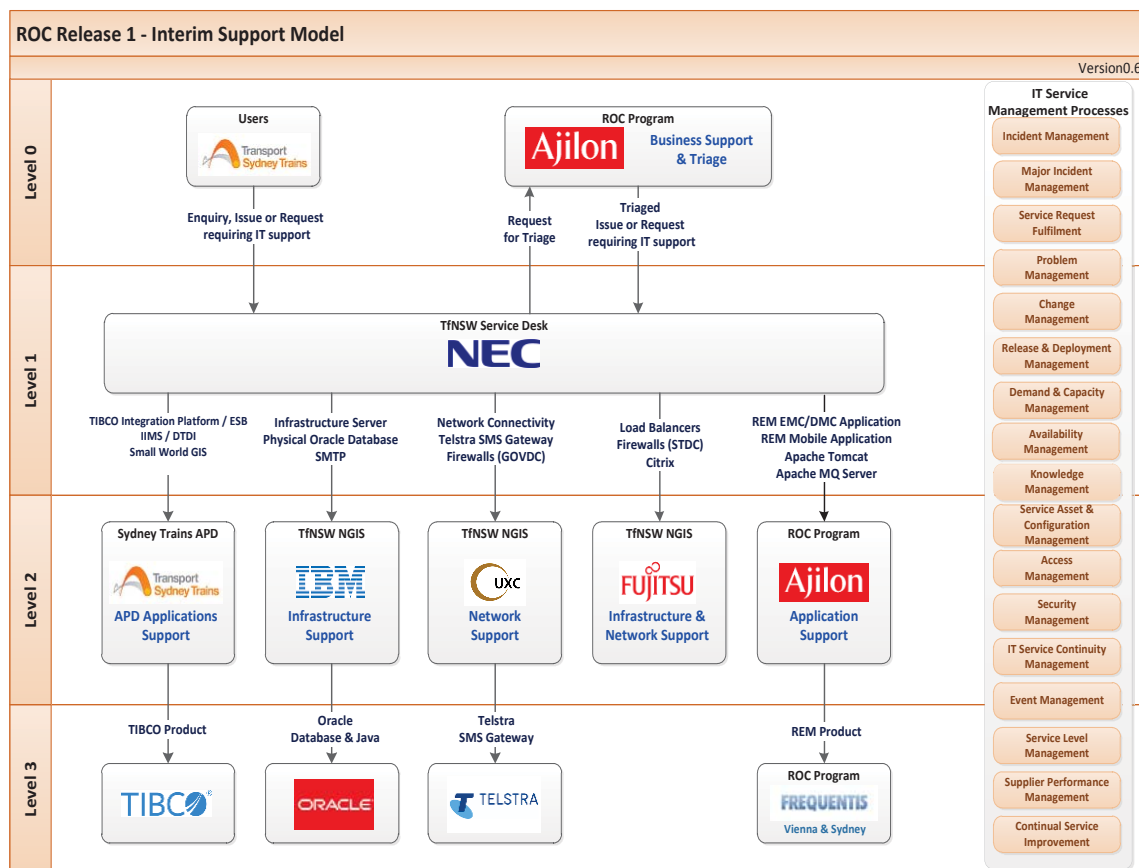


Figure 1 Interim Support Model

The Interim Support Service will provide support coverage through a mixture of core business hours support and on-call support. This will be provided as follows:

Core Business Hours Support

- Support resources will be provided to cover core business hours support
- Core business hours are set from 6:00 AM to 6:00 PM Business Days

On-Call Support

- Support outside of core business hours will be provided for Priority 1 and 2 incidents (as described in the Service Level Agreement) only.
- This period is defined as follows:
 - 6:00 PM to 6:00 AM Monday to Friday including public holidays
 - 6:00 AM to 6:00 PM on public holidays
 - All day Saturday and Sunday - effectively 6:00 PM Friday through to 6:00 AM Monday
 - Support resources will be provided through on-call support

Core business hours of 6:00 AM to 6:00 PM create a 12 hour working window requiring two shifts which will be covered by two overlapping shifts of eight hours, as shown below.

**Business Critical Hours Support
24x7 Support Coverage**

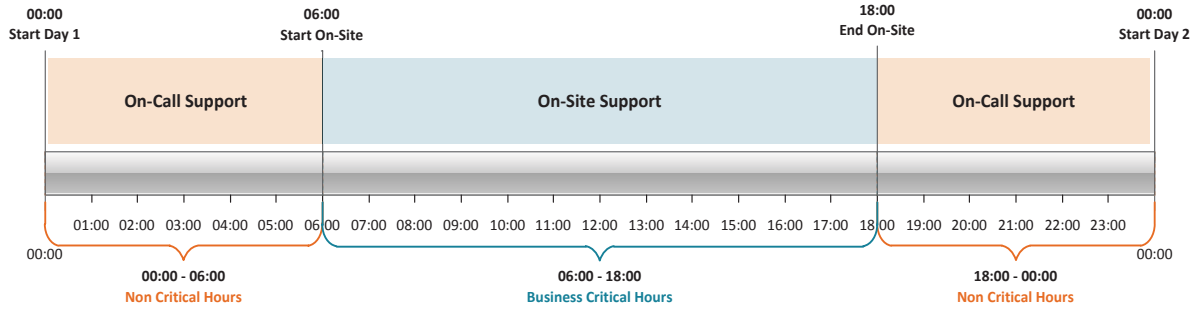


Figure 2 Interim Support Coverage

4.2 Support Levels

During the Interim Support Period, the Contractor will be responsible for Release 1 REM support at levels 0 and 2, as further described in the Service Design.

In addition to providing level 0 business support and triage and level 2 Release 1 REM application support, the Contractor must provide all services and perform all activities described in the Service Design as being the responsibility of the Interim Support Team.

4.3 Heightened Support

Heightened Support will be required for Business Deployment, as further detailed in the Service Design.

The following proposed support model developed during the Service Design stage will be used to provide the Heightened Support during each Heightened Support Period.

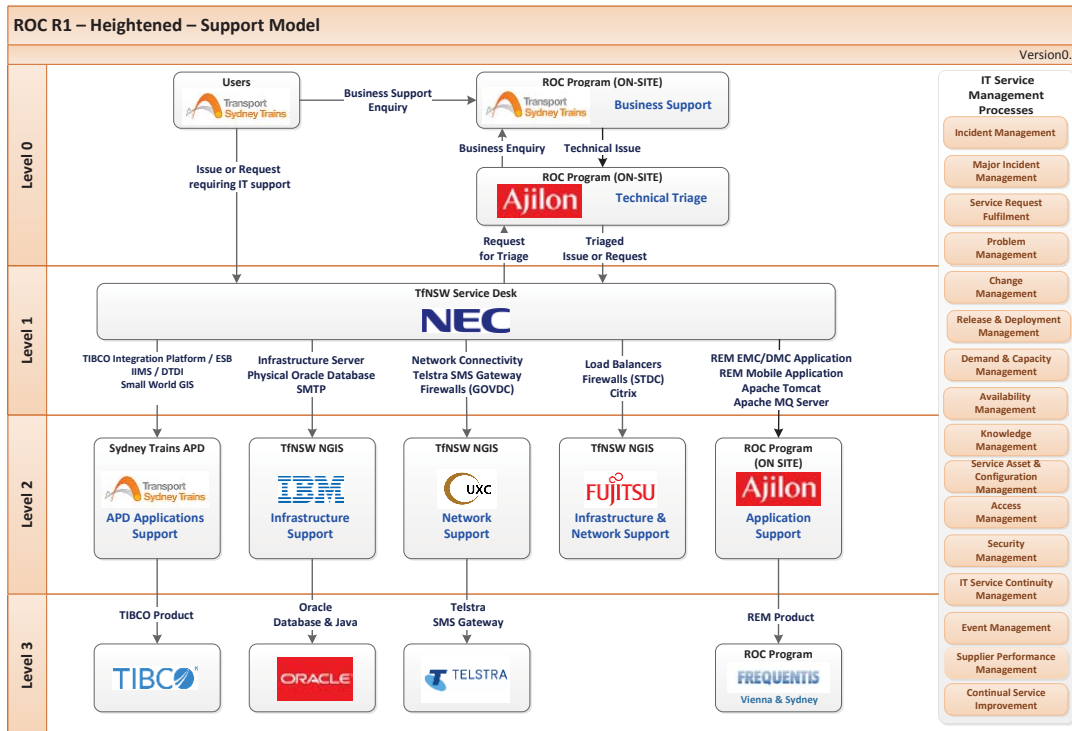


Figure 3 Heightened Support model

During each Heightened Support Period, the Contractor will provide on-site support for a 5-day period as described below:

Days 1-2

Heightened Support will be provided on a 24x7 basis. This will be made up of three eight hour shifts to provide the 24x7 support coverage.

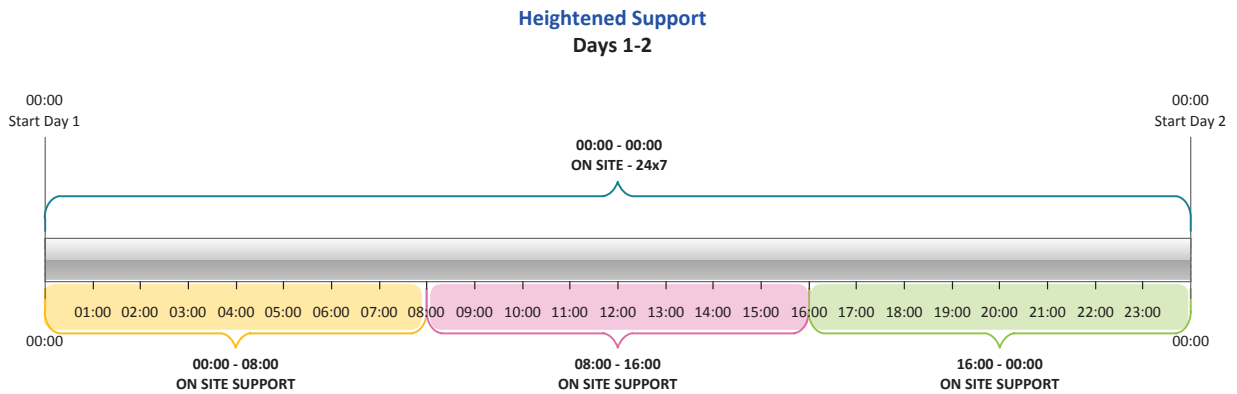


Figure 4 Heightened Support coverage - Days 1-2

Days 3-5

Heightened Support will be provided between 6 AM- 6 PM. This will be made up of two eight hour overlapping shifts covering the required support. On-call support for Priority 1 and 2 incidents only will be provided outside these hours.

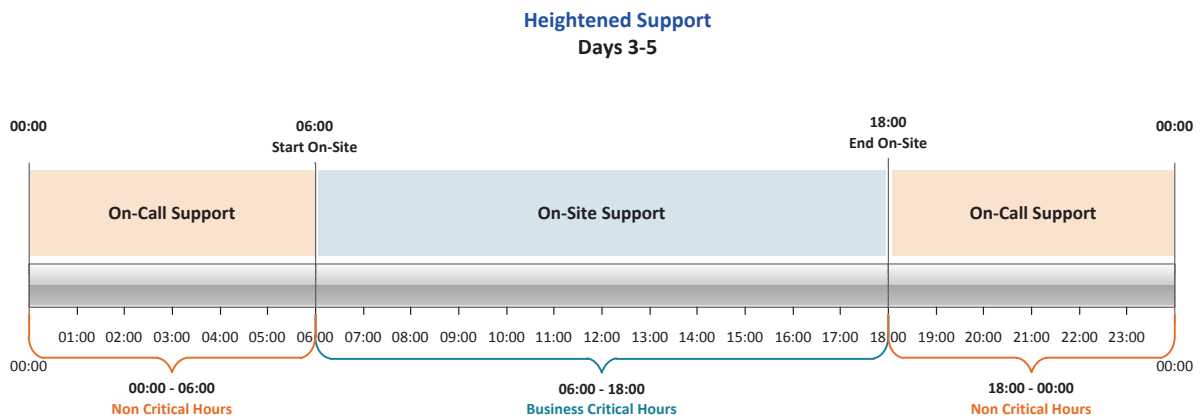


Figure 5 Heightened Support Coverage - Days 3-5

4.4 Resourcing Model

Item	Resource Model
Interim Support Service	2 x Technical Support Resources per shift (this will also cover on-call support) 1 x Service Delivery Manager (50%)
Heightened Support	Day 1-2 - 1 x Technical Support Resource per shift Days 3-5 - 1 x Technical Support Resource per shift

4.5 Resource Structure

The Interim Support Service team will comprise the following roles and responsibilities:

Role	Responsibilities	Resource Level
Service Delivery Manager	<p>The Service Delivery Manager will be responsible for:</p> <ul style="list-style-type: none"> • overall accountability for the service management of the Interim Support Service against the Service Level Agreement; • management of the Contractor's Interim Support Service team; • key stakeholder engagement; and • service review, performance and improvement. 	50%
Technical Support Resources	<p>Technical Support Resources will be responsible for support of the following functions:</p> <p>Level 0 business and triage support:</p> <ul style="list-style-type: none"> • providing customer facing business support to REM users for enquiries and information; • initial assessment and triage of issues and requests from REM users received from the NEC Service Desk; • resolution of enquiries, issues and requests at first point of contact where possible; <ul style="list-style-type: none"> • logging issues or requests with the NEC service desk that require support from TfNSW service providers or Customer Application Portfolio Delivery (APD) unit; • REM Data Management Console (DMC) Application configuration; • source business requirements for changes to REM Master Data; and • conduct analysis for business requests for changes to REM Master Data. <p>Level 2 Release 1 REM application support responsible for functional and technical support of the REM application including:</p> <ul style="list-style-type: none"> • REM Emergency Management Console (EMC) Application; • REM Mobile Application; • REM System Administration; <ul style="list-style-type: none"> ○ REM Message Broker; ○ REM Alert Communication Module; ○ REM Apache Tomcat and Active MQ; ○ Update of data mapping to downstream 	100%

Role	Responsibilities	Resource Level
	<p>systems;</p> <ul style="list-style-type: none"> engage in Incident Management and Problem Management activities for Master data issues; and deployment activities for business requests for changes to REM Master Data. 	
Data Base Administrator (DBA)	<p>The DBA will be responsible for:</p> <ul style="list-style-type: none"> REM logical database administration and maintenance; and technical verification and validation of Master Data import procedures and scripts. 	10%

5. Transition to BAU

Transition to BAU will require a process of knowledge transfer to the Customer's BAU team during the Interim Support Period as further described in the Service Design.

The Contractor must also provide an updated version of the Service Design to the Customer as a part of the transition to BAU.

6. Pricing

The Price to complete the scope of work is as follows:

Item	Description	\$ (excl GST)	Total \$ (excl GST)
Interim Support Service	Provision of the Interim Support Service as described in this Scope of Work	██████████ per month	██████████ (12 Months)
Heightened Support	Provision of the Heightened Support as described in this Scope of Work	██████████	██████████

The above is a **Fixed Price** and excludes GST.

This Scope of Work does not include resourcing and costs associated with:

- additional effort for transitioning the Interim Support Service to APD BAU support at ROC R3 (other than under Transition to BAU services referenced in section 4 above and in the Service Design);
- additional effort for enhancements or projects that the Customer elects to undertake that are not specifically covered by this Scope of Work;
- additional support required for special events where requested by the Customer, for example in the event of a major sporting event outside of core business hours; or
- uplift in support for Release 2, this will be handled as a variation to this Customer Contract.

MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
<p>Scope (clause 3.1)</p>	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo an Acceptance Test; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert “Details of the Professional Services (other than Training Services) are set out in the PIPP”.]</p>	<p>This Module 7 is designed to outline Professional Services that the Contractor will provide in addition to the Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended by Change Request 1).</p> <p>The Professional Services are as follows:</p> <ul style="list-style-type: none"> (a) As per the General Order Form (b) The details of the Professional Services are set out in the following Statements of Work attached to this Module 7 Order Form and summarised below: <ul style="list-style-type: none"> • <i>ROC R1 Data Profiling Activity – Proposal for the Customer</i> version 5.0 dated 19 January 2016 (Data Profiling SOW); • <i>ROC REM Data Configuration Stage – Proposal for Sydney Trains</i> version 3.0 dated 29 January 2016 (Data Configuration SOW); and • Service Transition SOW • Cross Stream Testing SOW <p>Data Profiling</p> <p>As further described in the Data Profiling SOW, the Contractor will, in collaboration with the Customer and the REM Contractor establish a Data Profiling Team to:</p> <ul style="list-style-type: none"> a) confirm master data sets; b) review and confirm transactional data flows; c) undertake the technical analysis of identified source systems; d) define data mappings; and e) define data quality rules <p>The Customer will:</p> <ul style="list-style-type: none"> a) provide access to the relevant systems and sources to enable collation of data; and b) provide access to, and as necessary

assign, Customer resources to the Data Profiling Team in order to clarify requirements.

The activities described above shall contribute to the following Deliverables identified in the PIPP:

- a) Data Management Plan; and
- b) Detail Technical analysis Outputs.

Data Profiling is a time and materials based activity. Charges are as defined in the Data Profiling SOW, as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	98		
Technical Lead	86		
Data Architect	99		
Data Analyst	81		
Total			

Data Configuration

As further described in the Data Configuration SOW, the Contractor shall, in consultation with the Customer, establish a Data Configuration Team to configure the REM product with reference and master data. This includes:

- a) importation of data provided by the Data Profiling Team and, subject to the Customer's consent, the Data Configuration Team's own investigations of data within the Customer's environment; and
- b) manual data maintenance comprising:
 - i. checking imported data;
 - ii. creation of Authorisation Groups;
 - iii. creation of a responsibility model;
 - iv. maintaining alert contacts;
 - v. maintaining distribution lists;
 - vi. creation of a responsibility matrix incorporating standby teams and responsibility areas;
 - vii. GUI configuration;
 - viii. checking functions and qualifications of staff
 - ix. checking organisations and partners;
 - x. configuration of visibility and read/write access for remaining roles;
 - xi. creation and configuration of the remaining roles and users;
 - xii. telephone configuration; and
 - xiii. workstation mapping.

Data Configuration is a time and materials based activity. Charges are as defined in the Data Configuration SOW, as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	172		
REM BA	169		
Data Analyst	169		
Data Entry (2)	338		
Total			

Service Transition

As further described in the Service Transition SOW, the Contractor shall, in consultation with the Customer, set up support for Release 1.

This process will include producing a Service Transition proposal to plan, execute and implement a Service Design and deploying the support service described in the Service Transition SOW.

Service Transition will be provided on a time and materials basis. Charges are as defined in the Service Transition SOW, and as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
SD Lead	47		
Senior BA	47		
Data Architect	30		
Total			

(a) The Transition Services SOW will involve an estimated 10 weeks of work with an assumed start date of 4 October 2016.

(b) As set out in the Service Transition SOW.

(c) Not applicable.

(d) Not applicable.

(e) As per Item 2 of the General Order Form.

(f) Not applicable.

(g) As set out in the Service Transition SOW. The

price is summarised above.

(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.

Cross Stream Testing

As further described in the Cross Stream Testing SOW, the Contractor has agreed to assist the Customer with its testing processes, in particular generating the data needed for various Customer testing.

Cross Stream Testing SOW will be provided on a time and materials basis. Charges are as defined in the Cross Stream Testing SOW, and as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
CST TA	1945		
Total			

(a) The Cross Stream Testing SOW is planned to commence from December 2016 and as at the date of Change Request 6 is forecast to conclude in April 2018.

(b) As set out in the Cross Stream Testing SOW.

(c) Not applicable.

(d) Not applicable.

(e) As per Item 2 of the General Order Form.

(f) Not applicable.

(g) As set out in the Cross Stream Testing SOW. The price is summarised above.

	<p>(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.</p> <p>There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.</p>
--	---

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.3)	
<p>Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.</p> <p>[If this Box is not completed, the Contractor is not required to provide a PIPP.]</p>	<p>Not applicable.</p> <p>The Data Profiling SOW, the Data Configuration SOW, the Service Transition SOW and the Cross Stream Testing SOW are attached to this Module 7 Order Form.</p>

Attachments - Data Profiling SOW, Data Configuration SOW and Service Transition SOW

Data Profiling SOW:



ROC REM Data Profiling SOW 5 0.pdf

Data Configuration SOW:



ROC REM Data Configuration SOW P

Service Transition SOW:

1. Overview:

The Contractor will be providing interim support services to the Customer as set out in the Module 5 Order Form and the Service Level Agreement (**Interim Support Services**).

Prior to commencing the Interim Support Services, the Contractor will provide certain transition planning and deployment activities in preparation for the Interim Support Services (**Transition Services**). This SOW sets out the Transition Services the Contractor will provide.

The Transition Services will involve an estimated 10 weeks of work with an assumed start date of 4 October 2016. Subject to the Contractor receiving all required information from the Customer and Transport for New South Wales, the Transition Services are planned to be completed by 10 December 2016. At the execution of Change Request 6 to the Customer Contract, the Contractor has commenced provision of the Transition Services.

2. Objectives

The objectives of the Transition Services are to:

- a) establish and prepare for the delivery of the Interim Support Services including the establishment of resources and service management processes; and
- b) deploy the Interim Support Service resources in a state of readiness for go-live of Release 1.

Once sufficient Transition Services have been completed, the 'Service Operations' stage will commence. The 'Service Operations' stage will cover the provision of Interim Support Services as set out in the Module 5 Order Form and the Service Level Agreement.

3. Scope

In Scope	Out of Scope
Development of an Operational Support Plan and a Resourcing Plan for the establishment of the Interim Support Service.	Service operation of the Interim Support Service after go-live. The Contractor will provide the Interim Support Service as set out in Module 5 and the Service Level Agreement.

In Scope	Out of Scope
Establishment of the Interim Support Team.	Establishment of TfNSW service provider support teams (Service Desk, infrastructure and network support).
Completion of operational support documentation for the Interim Support Service	Operational support documentation for TfNSW service provider support teams. Operational support documentation for existing Application Portfolio Delivery (APD) support teams supporting downstream systems.
Knowledge transfer and training of the Interim Support Service team will be carried out for supported activities, support model and support processes to ensure readiness for go-live.	Training of TfNSW infrastructure and network support teams. Training of existing APD support teams supporting downstream systems.
Completion of Interim Support Service onboarding activities to TfNSW support and toolsets including Remedy, Jira and USD.	Service transition activities managed by TfNSW.
A number of support test scenarios will be conducted by the Contractor to test the effectiveness of the end-to-end support process for incidents and service requests and the alignment to the Service Level Agreement.	Testing of the support processes for downstream systems (IIMS, DTTI) managed by APD.
Service acceptance of the Interim Support Service will be carried out prior to R1 go-live to confirm operational readiness	Operational readiness carried out by Transformation and Change team. Operational readiness carried out by TfNSW.

4. Activities and Deliverables

The following table contains a high level summary of the activities and deliverables that will be undertaken by the Contractor:

Activities	Services/Deliverables	Status as at the date of executing Change Request 6
Initiate the Transition Services based on this SOW.	Work package	In progress.
Deploy support model and core support processes based on the Service Design attached to the Service Level Agreement.	Operational support plan	In progress.
Develop the resource profile for the team providing the Interim Support Services.	Resourcing plan	Complete.
Develop operational support procedures and work instructions.	Operational support documentation	In progress.

Activities	Services/Deliverables	Status as at the date of executing Change Request 6
Develop training materials and conduct training sessions for the team providing the Interim Support Services.	Training plan and schedule and training materials	In progress.
Onboard REM application service to TfNSW support and TfNSW toolsets (Remedy, Jira, USD)	Service onboarded	In progress.
Conduct support testing for a number of support call test scenarios	Completed and signed-off support call testing	To be completed once TfNSW service transition has been completed.
Conduct service acceptance and operational readiness activities	Completed and sign-offed Service Acceptance Criteria (SAC) checklist	In progress.
Proposal for Interim Support Services ('Service Operations')	Integrated support – service operations Statement of Work	Complete.

This SOW relates to Release 1 only and all other support arrangements remain unchanged. It does not include any support of existing Customer systems.

Future releases of REM may require amendments to the Service Transition Plan not included in this document.

A detailed summary of the activities and deliverables and associated resourcing for the above is set out in the table below:



Service Transition
Plan Matrixv1.0.xlsx

Release 1 Operational Support Plan

The Operational Support Plan is the key deliverable from this SOW.

The Operational Support Plan will provide the detailed support model, based on the high level support model in the Service Design attached to the Service Level Agreement (an overview of which is provided below), and will include the following:

- core support and service management processes;
- support roles and responsibilities; and
- support and escalation contacts.



5. Schedule

The following schedule relates to the Transition Services:

Activities	Week										
	1	2	3	4	5	6	7	8	9	10	
1. Develop Operational Support and Resourcing Plan	█										
2. Operational Support Documentation			█								
3. Operational Support Training							█				
4. Service Onboarding					█						
5. Pre-go-live Support Testing							█				
6. Service Acceptance									█		
Outcomes & Deliverables											

10 weeks of work are estimated with an assumed start date of 4 October 2016.

Subject to the Contractor receiving all required information from the Customer and Transport for New South Wales, the work is planned to be completed by 10 December 2016.

6. Resource Structure

The Service Transition Team will comprise the following roles and responsibilities:

Role	Responsibilities	Resource
Service Delivery Lead	<p>Initiate the Transition Services.</p> <p>Provide overall management of the Transition Services activities and deliverables.</p> <p>Manage:</p> <ul style="list-style-type: none"> the development of the Operational Support Plan and Resourcing Plan for the deployment of the Interim Support Service; and the training and on boarding of the Interim Support Service team. <p>Provide guidance and quality assurance to the Senior Business Analyst and Interim Support Service team.</p> <p>Manage service on boarding activities.</p> <p>Manage service acceptance for go-live.</p> <p>Report to senior management, including escalation of issues and identification of risks.</p>	Stuart Gilbert
Senior Business Analyst	<p>Develop the Operational Support Plan.</p> <p>Develop the Resourcing Plan.</p> <p>Development of operational support procedures and work instructions.</p> <p>Contribute to service delivery and Deliverables.</p>	Solon Kypridemos
Data Architect	<p>Development and testing of the SQL scripts for 'Network Master Data Update 1', covering:</p> <ul style="list-style-type: none"> error corrections; representation changes; and addition of freight yards, collieries, power stations and junctions. <p>Support Release 1 security reporting requirements.</p>	Gaurav Jain
Interim Support Service team	<p>Complete all training and knowledge transfer activities.</p> <p>Development of Interim Support Service procedures and work instructions.</p> <p>Carry out pre-go-live support call testing.</p> <p>Contribute to service delivery lead deliverables.</p>	Existing Team (Contractor Data Configuration Team)

7. Price

Resource	Resource Category	Effort (days)	Rate	\$ (excl GST)
Service Delivery Lead	Project Manager - Senior	47		
Senior Business Analyst	Functional Consultant	47		
Data Architect	Data Analysis Operational Support	30		
Existing Team (Contractor Data Configuration Team)	Interim Support Service Team	N/A	N/A	N/A (Included in Change Request 4)
Total				

The price above is a Time and Materials estimate and excludes GST.

The Customer must be provided with a Notice in Writing if the Contractor believes that the price above is likely to be exceeded. The Notice in Writing must indicate the expected further costs and an outline of the work performed to date.

The Contractor must:

- (i) provide regular updates (no less than monthly) to the Customer as to how the actual cost of the Transition Services is tracking against the price above; and
- (ii) not undertake any work that could cause the total price of the Transition Services to go beyond the price above. Any further work will need to be approved by the Customer and incorporated by way of a Change Request.

Cross Stream Testing SOW:

1. Overview

Prior to the implementation of any ROC release into the production environment, the ROC Program plans to perform an additional test phase called Cross Stream Testing (CST). CST will take the individual solution components from each program delivery stream and use them to simulate the new ways of working as realistically as possible up to and including the boundaries and touch points with existing, unchanged business processes. This will involve business representatives acting in new and existing roles, using new business processes, technology and infrastructure to exercise the ROC Program solution for each release. CST is an important element of the progressive assurance and testing which will help build both business and program confidence which is essential to implement the solution for each release into business operations and 'go-live'.

CST for each program release will be delivered by the Business Continuity & Program Testing Stream (BC&PT) of the ROC Program.

The Contractor must provide Cross Stream Testing Test Analyst resources as described in this Scope of Work to assist the BC&PT Cross Stream Test Manager and the Cross Stream Test Lead with the planning, preparation and execution required to deliver Cross Stream Testing for each ROC Program Release.

The Cross Stream Testing work is planned to commence from December 2016 and as at the date of Change Request 6 is forecast to conclude in April 2018.

2. CST TA Resources

The Contractor must provide suitably qualified test analyst resources for the CST Test Analyst (**CST TA**) role.

The CST Team within BC&PT will be made up of the following resources and resource types:

- Cross Stream Test Manager (BC&PT direct WCCL engagement)
- Cross Stream Test Lead (BC&PT direct WCCL engagement)
- Cross Stream Test Analyst(s) (Contractor)

The CST Manager and Lead positions are outside the scope of this Scope of Work.

As the requirement for Test Analyst (**TA**) resources is forecast to vary between 2 to 10 resources at any point in time based on current planned release scope and timing (see sample forecast in Figure 1 below). The Contractor will provide a service that is able to ramp the team up and down as required by the Customer.

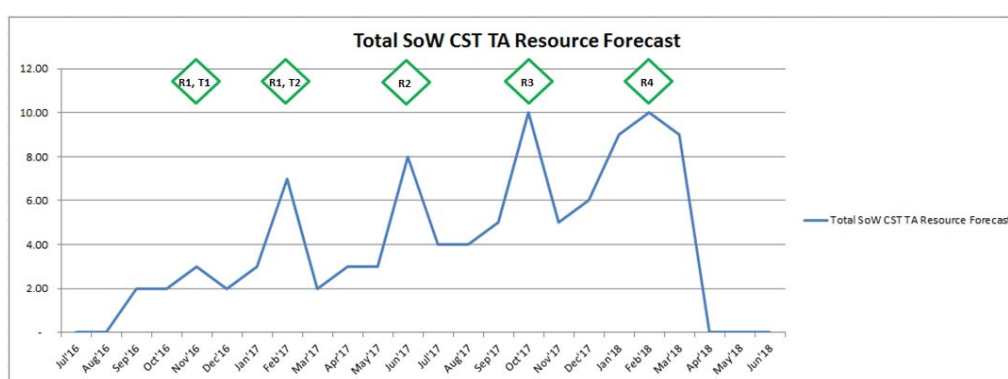


Figure 1 Sample CST TA Resource Forecast

The Customer's BC&PT CST Manager and Lead positions will provide direction, monitor work performed and manage the CST TA resources working on CST.

3. High Level Engagement Outline

The engagement process for CST is as set out below:

- The BC&PT Program Manager will maintain a CST TA resource forecast which will be updated as required and shared with the Contractor at least once a month to provide visibility of requirements and enable resource roll-in, roll-out planning to take place.
- This forecast must provide an indication of when resources are required to roll in and out of the CST Team.
- Variations to the forecast will be agreed by the Customer and the Contractor.
- The Customer must provide a minimum notice period of 2 weeks for roll-in or roll-out of CST TA resources.
- The Contractor must pre-qualify candidates and provide details of suitable candidates for the Customer's consideration and approval.
- The Contractor must provide the CST TA resources at the agreed daily rate and the Contractor is not entitled to claim any additional charges or expenses in relation to these services.
- Resources will report to and work at the discretion of the BC&PT Cross Stream Test Manager and Lead.
- The Contractor and Customer will meet regularly (no less than monthly) to review the performance of the CST TA resources.

- Timesheets for CST TA resources will be authorised on a weekly basis by the Program Manager – BC&PT (or an alternative person specified by the Customer).
- The Contractor must produce time and materials invoices at the end of each month with supporting time sheets and provide these to the Customer.

The Contractor will be responsible for any cost associated with advertising and pre-qualifying candidates for the CST TA resources roles.

4. Activities undertaken by the CST TA(s)

The primary purpose of CST TA role(s) is to assist the BC&PT Cross Stream Test Manager and the BC&PT Cross Stream Test Lead with the planning, preparation and execution required to deliver 'Cross Stream' testing for each ROC Program Release.

The Cross Stream Testing Test Analyst will be involved in the following activities and the responsibilities outlined below and will undertake other CST related tasks as required by the BC&PT Cross Stream Test Manager and the BC&PT Cross Stream Test Lead:

Activity	Responsibilities
Test Preparation	In line with the CST Detailed Test Plan for each Program Release: <ul style="list-style-type: none"> - deliver CST artefacts such as test cases; - demonstrate coverage and quality of test cases; - facilitate peer and stakeholder reviews in order to gain endorsement of the test cases produced for CST; - set up the test management tool in preparation for test execution; and - generate and co-ordinate test data required to support test execution including protecting the security and confidentiality of any sensitive data.
Test Execution	During test execution cycles: <ul style="list-style-type: none"> - execution of test cases; - support Business participant during test execution; - recording test execution results in the test management tool; - Defect management; - Defect fix retesting; and - regression test execution.
Relationship Management	Establish effective relationships with the program streams delivering ROC solution components, with Cross Stream Testing business participants and business stakeholders.

5. Pricing

The Contractor will provide CST TA resources at a rate of ██████ day based on the resource forecast produced and maintained by the BC&PT Stream, the value of this engagement is estimated to be ██████ (based on a forecasted 1945 days of effort) (the **Estimated Price**).

Resource	Resource Category	Initial Rate	Discount	Discounted Rate
CST Test Analyst	Test Analyst	██████	7.5%	██████
Estimated Price (based on 1945 days of effort)				██████

The Estimated Price is a **Time and Materials** estimate and excludes GST.

Given the resource forecast will be reviewed and revised on a regular basis and this is a time and materials engagement, the final value of this engagement may be less than the Estimated Price.

The Contractor must:

- i. provide regular updates (no less than monthly) to the Customer (expressed in dollars and as a percentage of the Estimated Price) as to how the actual cost of the CST TA(s) is tracking against the Estimated Price; and
- ii. not undertake any work that could cause the total price of the CST TA resources to go beyond the Estimated Price. Any further work will need to be approved by the Customer and incorporated by way of a Change Request.

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	7
Date of Change Request	24/10/2017
Originator of need for Change Request	Ajilon Australia Pty Ltd
Proposed Implementation Date of Change	This Change Request takes effect on and from 24/10/2017
Date of expiry of validity of Change Request	Not applicable
Contractor's estimated time and cost of evaluation	Not applicable
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)	Nil

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
24/10/2017	1.0	Final Version	ST

DETAILS OF CHANGE REQUEST

Summary

1. On or about 15 October 2015 the Parties entered into a Customer Contract for certain design, installation, testing and implementation services for new technologies at a new Rail Operations Centre for the Customer which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
2. This Change Request 7 will amend the Customer Contract (including the Project Implementation Project Plan (the **PIPP**)) so that the scope of work under the PIPP is expanded to include additional services described in the attached PIPP, which include:
 - (i) the build, testing and deployment on all work related to Release 1 – Tranche 2;
 - (ii) the planning and co-ordination for the design, build, testing and implementation on all work related to the Existing Systems that interface with

REM IMS in order to roll-out and integrate REM2016.R2 and REM2017.2 into the Customer Environment; and

- (iii) the end-to-end management of third parties in connection with the activities set out in paragraphs 2(i) and 2(ii) above; and
- (iv) carrying out a feasibility study for an appropriate mobile device management solution for REM Mobile.

3. The Parties intend that:

- (a) this Change Request takes effect so that the Customer Contract is varied with effect from the "Proposed Implementation Date of Change" specified on the cover of this Change Request;
- (b) the Customer Contract as amended by this Change Request continues in full force and effect;
- (c) all rights and liabilities of the Parties under this Customer Contract prior to the "Proposed Implementation Date of Change" are as set out in this Customer Contract as it existed prior to the date of this Change Request;
- (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the "Proposed Implementation Date of Change"; and
- (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.

4. The documents attached to this Change Request show the Customer Contract as it exists after this Change Request is implemented.

5. The Parties acknowledge that the PIPP attached to the Change Request may not be a fully consolidated PIPP, and that some content from previously performed activities may be missing. The parties have proposed creating a consolidated PIPP following execution of this Change Request including all activities that were set out in:

- (a) The PIPP as attached to the original Customer Contract;
- (b) The PIPPs attached to Change Request 1, Change Request 2, Change Request 3, Change Request 4, Change Request 5 and Change Request 6; and
- (c) The PIPP included in Attachment 1 to this Change Request.

If a consolidated PIPP is not agreed, then the Parties acknowledge that their obligations under this Customer Contract at any point in time are as set out in the PIPP attached to the Customer Contract at that point in time.

SCOPE

The current scope of the Customer Contract relates to Release 1, Release 2, an Interim Phase for Detailed Design for Release 3, Release 1 – Tranche 2 and IMS Remediation as described in the Project Implementation and Payment Plan (**PIPP**)

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The effects of this Change Request are as shown in the contract documents contained in Attachment 1 to this Change Request.

EFFECT OF CHANGE ON PROJECT TIMETABLE

No Change. The amendments detailed in this Change Request are necessary to accord with the existing project schedule.

New PIPP (annexed)

The current PIPP is replaced in its entirety as set out in Attachment 1 to this Change Request. As noted above, that PIPP may not include a complete restatement of all Deliverables from the date of execution of the Customer Contract. A consolidated PIPP will be prepared promptly following signing of this Change Request.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

New charges for the Implementation Phase of Release 1 – Tranche 2 and IMS Remediation of [REDACTED] (excl. GST) as per the table below:

Deliverable	Price per Unit	Quantity	Extended Price
Previous Contract Price			
Detailed Design Release 1			[REDACTED]
Detailed Design Release 2			[REDACTED]
Detailed Design Release 3			[REDACTED]
Detailed Design R1-T2			[REDACTED]
Implementation Release 1			[REDACTED]
Implementation Release 2			[REDACTED]
Support Services			[REDACTED]
Additional Services			[REDACTED]
Previous Contract Price (excl. GST)			[REDACTED]

Change Request 7

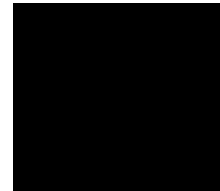
Implementation IMS
Remediation

Implementation Release 1 –
T2



**Contract Price (excluding
GST)**

Total (Excl. GST)



GST:

Price (including GST)

Total Amount:

CHANGES TO CSI

No Change.

CHANGES TO CUSTOMER PERSONNEL

As set out in the PIPP.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Refer to the PIPP and the SLA.

Responsibilities of the Contractor

Refer to the PIPP and the SLA.

Responsibilities of the Customer

Refer to the PIPP and the SLA.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

The testing services are as set out in the attached PIPP.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

Refer to PIPP and SLA.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Refer to PIPP and SLA.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not applicable.

ASSUMPTIONS

As set out in the PIPP.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

In addition to this Change Request Form, the attached updated PIPP and contract documents form part of this Change Request.

The following documents contained in Attachments 1 form part of this Change Request (in addition to this Change Request Form):

1. the revised PIPP; and
2. the revised Schedule 1 – General Order Form.

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

The Customer Contract is amended as set out in the documents set out in Attachments 1 to this Change Request.

AUTHORISATION

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]

Sydney Trains (ABN 38 284 779 682)

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



Signature of Customer Representative

LEN BLAKMORE

Print name

24 / 10 / 2017

Date

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

Ajilon Australia Pty Ltd (ABN 25 076 517 354)



Signature of Authorised Signatory

STEVE KEENAGHAN

Print name

24 / 10 / 17

Date



DAVID HAYWARD

24/10/17.

Attachments:

1. Revised PIPP; and
2. Revised Schedule 1 – General Order Form.

Attachment 1: Revised PIPP

Attachment 1: Revised Schedule 1 – General Order Form



Document Version	Date	Edited by	Reason/nature of changes
0.1	28 July 2017	G+T	Introduction of CR7
0.2	10 August	ST Commercial	Re structure of content to match existing structure, clarification of content to link to relevant sections.
0.3	18 September 2017	G+T	Revised following ST input

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Schedule 12: PIPP

1. Introduction

- 1.1 The Customer is establishing a new Rail Operations Centre (**ROC**).
- 1.2 The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site (or a site as nominated by the Customer) which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
- 1.3 The Project includes the design, installation, testing and implementation of the System, which includes the development of the Applications. These Applications include:
 - a) REM IMS provided by Frequentis;
 - b) CIMS provided by Thales; and
 - c) DTTS provided by Quintiq Pty Ltd,
(**Key Contractors**).
- 1.4 The Customer has engaged the Contractor as its systems integrator, responsible for integrating the System and acting as the Customer's agent to oversee the technical management of the System.
- 1.5 The Parties acknowledge that this Customer Contract has been developed as follows:
 - a) an ECI Contract was entered into by the Parties on or around 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO;
 - b) on or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the Project that was developed in the ECI Contract;
 - c) Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract;
 - d) Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract;
 - e) Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Seconded;
 - f) Change Request 4 to this Customer Contract was executed shortly prior to Change Request 5 to incorporate interim Detailed Design (Release 3) services for DTTS;
 - g) Change Request 5 to this Customer Contract was executed on or about 5 May 2017 to incorporate certain services related to Detailed Design for Release 1 and revised scope of Release 2, through to the build, test and deployment of Release 1 and Release 2, Interim Detailed Design for Release 3 and Detailed Design for Release 1 – Tranche 2 and incorporated provisional support for Release 1, along with certain service transition and testing services within the scope of this Customer Contract;
 - h) Change Request 6 of this Customer Contract was executed on or about 20 June 2017 to incorporate certain services related to IMS. The scope of work was expanded to include additional services which included the preliminary planning and co-ordination for the design, build, testing and implementation on all work related to the relevant IMS release; and
 - i) Change Request 7 to this Customer Contract now incorporates the build, test and deployment of Release 1 – T2, and the planning and co-ordination for the design, build, testing and implementation on all work related to the Existing Systems that interface with REM IMS in order to roll-out and integrate REM2016.R2 and REM 2017.R2 into the Customer Environment (IMS Remediation) together with end-to-end

management of third parties in connection with, the implementation of Release 1 – T2, and IMS Remediation. In addition, Change Request 7 incorporates a feasibility study for an appropriate mobile device management solution for REM Mobile.

1.7 By implementing the System the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
<p>Reduced delay times and improved confidence in rail: Improved processes, systems and relationships between ‘day of operations’ functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.</p>	<p>Reduced Initial Delay: Improvements to the management of incidents will reduce the time taken to get “back on the move”, reducing the duration of the initial delay of incidents by an average 15% by 2018.</p>
<p>Increased operational performance and opportunity for timetable enhancements: Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay: Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the services back to normal following the resolution of an incident. This will place less demands on timetable recovery margins.</p> <p>The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays: Improving the customers’ ability to make decisions about their transport options.</p>	<p>Reduced Customer Perceived Delay: Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the customers’ perceived time of their journeys by 11% by 2018.</p>
<p>Better realising the benefits of future investments in rail capacity: Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.</p>	<p>Creation of a flexible, scalable network control function: The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC infrastructure design requirements.</p>
<p>A new world-class operating centre and culture: Transforming the way ‘day of operations’ activities are managed within the Customer, fostering a new culture of collaboration and efficient coordination.</p>	<p>Improved Business Environment: The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.</p>
<p>Improved customer service: Providing the capability to support and enable a new ‘customer service model’ that will improve customer service and business performance.</p>	<p>Reduction in OPEX: The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new ‘customer service model’.</p>
<p>Improved efficiency and sustainability: Providing opportunities for ‘day of operations’ role re-design and consolidation.</p>	<p>Reduction in OPEX: enabled by new systems, process improvements and colocation.</p>

2. Overview of Scope of Work and Project Delivery Model

2.1. Phased Approach

- 2.1.1. The Project shall be delivered as a multi-release project comprising the following releases and delivery project:
- a) **Release 1:** REM IMS implemented as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Frequentis, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 1 will be when Release 1 achieves 45 days of Clear Running in the Production Environment.
 - b) **Release 2:** CIMS implemented separately as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Thales, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 2 will be when Release 2 achieves 45 days of Clear Running in the Production Environment.
 - c) **Release 3:** The integration of the System into the Customer Environment. This entails the provision of upgraded Licensed Software by the Key Contractors, as well as additional customisation of TIBCO middleware delivered by the Contractor. Release 3 involves the implementation of the System. The AAD for Release 3 will be when Release 3 achieves 45 days of Clear Running in the Production Environment.
 - d) **Release 4:** The deployment of the System into the Site, being the Rail Operations Centre in Alexandria, NSW, Australia or such other location as specified by the Customer to the Contractor in writing.
 - e) **Release 1 – Tranche 2 (R1 –T2):** The deployment of new version of the IMS including the deployment of REM 2017.R2. The AAD for Release 1- Tranche 2 will be when Release 1 –Tranche 2 achieves 45 days of Clear Running in the Production Environment.
 - f) **IMS Remediation:** The planning and co-ordination for the design, build, testing and implementation on all work related to the Existing Systems that interface with REM IMS in order to roll-out REM 2016.R2 and REM 2017.R2 into the Customer Environment.
- 2.1.2. Release 1 – Tranche 2 is the second release of the REM which was originally intended to be carried out as part of a later release (formally referred to as Release 3). Release 1-T2 will now be deployed as a stand-alone release into the Customer Environment. Each reference to “Release 3” in the Additional Conditions will be read as if it were a reference to Release 1 – T2.
- 2.1.3. For the purposes of Release 1-T2, Thales Australia Limited is no longer a Key Contractor (as that term is defined in the Additional Conditions).
- 2.1.4. The releases (other than Release 4), may contain the following activities and phases, as indicated in this PIPP for each Release:
- a) **Detailed Design:** The creation of Detailed Design Phase Deliverables by the Contractor and deliverables created by Key Contractors in conjunction with the Customer to ensure that the design for the ROC Technology Solution is approved by the Customer and ready for the Build Phase as set out in sections 5, 5A and 5B of this PIPP.

- b) **Build Phase:** comprising the Configuration and Customisation of the Licensed Software by the Key Contractors as set out in section 6 of this PIPP. This phase additionally involves customisation of the TIBCO middleware by the Contractor.
- c) **Data Management Phase:** which is a subset of the Build Phase and comprises the identification, profiling and configuration of data required to enable the Licensed Software to achieve full functionality and performance as set out in section 7 of this PIPP.
- d) **Testing Phase:** comprising testing performed by the Key Contractors at the Key Contractors' sites, as well as testing performed by the Key Contractors, Contractor and Customer at the Site as set out in section 8 of this PIPP.
- e) **Release and Deployment Phase:** comprising all necessary activities required to install the Licensed Software into the Customer's Production Environment as set out in section 9 of this PIPP.
- f) **Program Maintenance:** comprising interim support of REM IMS until Maintenance and Support commences for Release 3 as set out in section 10 of this PIPP.
- g) **Transition to Maintenance and Support:** comprising all activities required to formally hand over the ROC Technology Solution into the Customer's "Business as Usual" function as set out in section 11 of this PIPP.
- h) **Maintenance and Support:** Maintenance and Support for each Application for each Release will commence when AAD is achieved for the System for that Release. Maintenance and Support is out of scope for this Customer Contract and if required will be the subject of a separate contract.

2.2. Contractor's obligations

2.2.1. The Contractor must:

- a) supply the Services and Deliverables described in this PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor; and
- b) perform all other services, functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Services and Deliverables described in this PIPP.

2.3. Additional Documentation requirements

- 2.3.1. If at any time the correction of Defects or faults in any Deliverables necessitates an amendment to the Documentation, the Contractor shall supply such number of copies of the amended Documentation (or the amendments to the Documentation) to the Customer as is necessary to update the Customer's existing Documentation within 90 days of the correction or within a shorter period reasonably specified by the Customer if in all the circumstances the Customer requires copies of those amendments within that shorter period. This obligation to provide amended Documentation applies even if the Customer has previously approved the relevant Document Deliverable in accordance with clause 10 of the Customer Contract (as amended by the Additional Conditions).

3. Delineation of Responsibilities

3.1. Role of the Customer

3.1.1. The Customer is responsible for:

- a) ultimate authority and responsibility for the Project;

- b) managing the provision of CSI (and any associated support) as set out in Item 22 of the General Order Form and section 16 of this PIPP;
- c) provision of all hardware required to support the ROC Technology Solution;
- d) approving all Deliverables listed in this PIPP;
- e) setting up and managing overall program support functions covering planning, tracking, reporting, quality management and internal communication in respect of the Project;
- f) establishing standards, tools and procedures for use on the Project, including issue, risk, change and information management;
- g) entering into contracts with Key Contractors that are necessary to enable the Contractor to discharge its obligations;
- h) monitoring of, and responding to, issues at the program level;
- i) driving and managing change through the Customer organisation;
- j) managing interdependencies (if any) with other Customer projects;
- k) resolving issues escalated to the Customer by the Contractor;
- l) making key organisation/commercial decisions for the Project;
- m) documentation and analysis of current and future state business processes;
- n) definition and approval of Customer business requirements;
- o) overall management and co-ordination of the Project; and
- p) management of contractual relationships with Key Contractors.

3.2. Role of the Contractor

3.2.1. The Contractor is responsible for:

- a) setting up and managing project management functions covering planning, tracking, reporting, quality management and internal communication;
- b) producing consolidated reporting to the Customer, including milestone summary, key issues, risks, and summary of effort incurred;
- c) ensuring that the Key Contractors perform the required services in accordance with the Key Contractor PIPP(s);
- d) ensuring that Key Contractor deliverables are delivered in accordance with the Key Contractor PIPP(s);
- e) making effective use of Key Contractor resources within the approved budget;
- f) proactively developing a collaborative relationship with the Customer;
- g) ensuring that there are clear communication paths between the project team, the Customer and Key Contractors;
- h) acting as main point of contact between the Key Contractors and the Customer for non-commercial issues;
- i) day to day management of Contractor staff assigned to the Project;
- j) quality assurance of the work of Contractor Personnel assigned to the Project;
- k) tracking performance of Contractor Personnel and taking any appropriate action as required;
- l) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- m) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- n) assisting with the production of user documentation; and
- o) working with the Customer to define development requirements and priorities.

3.2.2. Without limiting the above, and notwithstanding the Customer's management obligations set out in section 3.1, in relation to Release 1 – T2 and IMS Remediation, the Contractor acknowledges that the Contractor's management responsibility is expanded to include acting as the Customer's agent for technical management of Interfacing Contractors including Key Contractors (but does not include overall governance and commercial management). For the avoidance of doubt, the Customer's failure to comply with its obligations to an Interfacing Contractor shall constitute a Customer failure for the purposes of clause 6.26(a) of the Customer Contract. The Contractor's expanded management responsibilities for Release 1 – T2 and IMS Remediation are further defined in section 4A of this PIPP. Without prejudice to

the Contractors obligations in section 15 of this PIPP, in providing the end-to-end management Services, the Contractor:

- a) must:
 - i. abide by the obligations set out in Additional Condition 17 as if references in that Additional Condition to Key Contractors was a reference to Interfacing Contractors; and
 - ii. adhere to Customer policies; and
 - b) must not:
 - i. negotiate or represent the Customer on commercial matters (including the renewal of any licences or agreements);
 - ii. issue any waivers or notices on behalf of the Customer or exercise or waive any other contractual rights of the Customer; or
 - iii. do (or fail to do) anything that would cause the Customer to incur any liability to the Interfacing Contractor,
- without the prior written approval of the Customer.

3.3. Role of the Key Contractors

3.3.1. The Key Contractors are responsible for:

- a) security management and license control in respect of the Licensed Software;
- b) initial set up of security rights and access permissions of the Licensed Software;
- c) assisting with the production of user documentation, as required;
- d) assisting with testing post-SAT such as defect triage, defect resolution, reporting, etc;
- e) day to day management of Key Contractor Personnel assigned to the Project;
- f) quality assuring the work of Key Contractor Personnel assigned to the Project;
- g) tracking performance of Key Contractor Personnel and taking appropriate action;
- h) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- i) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- j) working with the Customer and Contractor to define development requirements and priorities; and
- k) working collaboratively with the Contractor to identify ways and methods of working to ensure delivery success with a focus on project outcomes rather than outputs.

4. Definitions

Capitalised terms which are not defined in this PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

AAD means Actual Acceptance Date. AAD for each Release is when the System (for that Release) achieves 45 consecutive days of Clear Running, as further specified for each Release in section 2.1.1 of this PIPP.

APIS CIMS means the CIMS application provided by Thales.

Build Phase means the phase described in Section 6 of this PIPP.

Build Specification means the specifications which enable the Key Contractor to commence development of REM 2017. R2, comprising the following sub set of Detailed Design Deliverables:

- a) the Updated Functional Specification;
- b) the Updated Integration Specification; and
- c) the Updated Architecture Specification.

CIMS means the Customer Information Management System.

Clear Running means the System achieving uninterrupted performance in the Production Environment without a Severity 1 or Severity 2 Defect (as defined in ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document attached in Appendix H) arising.

Configuration and Customisation means the activities to be undertaken during the Build Phase, as described in section 6 of this PIPP.

COTS means commercial off the shelf software.

Cross Stream Testing has the meaning as defined in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Data Configuration means manipulation of the customer data into an appropriate format to meet the requirements set out in section 7 of this PIPP and the successful insertion of the data into the System.

Data Configuration Team has the meaning given to it in section 7 of this PIPP.

Data Management Phase means the activities described in section 7 of this PIPP.

Data Profiling means the activities described in section 7 of this PIPP.

Data Profiling Team has the meaning given to it in section 7 of this PIPP.

Defect Severity Definitions means the definitions set out in section 8.3.

Deployment Phase means the phase described in section 9 of this PIPP.

Detailed Design has the meaning given to it in section 2.1.4.

Detailed Design Documents means:

- a) each document that is developed by the Contractor as part of the High Level Solution Design Phase and the Detailed Design Phase and accepted by the Customer; and
- b) the detailed functional specifications and technical specifications for the System developed by the Contractor during the Build and Test Phases and accepted by the Customer.

The Detailed Design Documents set out the overall scope of the Releases under this PIPP as updated or replaced from time to time in accordance with this PIPP or otherwise in accordance with the Customer Contract.

Detailed Design Phase means each of Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, Detailed Design (Release 3) Phase and Detailed Design (R1-T2) Phase.

Detailed Design (R1-T2) Phase means the Phase described in section 5B of this PIPP.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 5A of this PIPP.

Detailed Test Plan means the plan described in section 8.3 of this PIPP.

DMC means Data Management Client; the REM thick client for configuration management supplied by the Contractor.

DTBRS means the Detailed Technology Business Requirements Specification developed by the Customer during the Detailed Design Phase.

DTTS means the Day of Operations Timetable System.

ECI Contract means the Early Contractor Involvement Contract for the High Level Solution Design Phase that was entered into by the Parties on or about 24 December 2014.

EMC means Emergency Management Client.

ERD means Entity Relationship Diagram.

ERM means Enterprise Release Management.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this PIPP.

Existing Systems means the impacted Customer's systems that existed prior to the ROC Technology Solution.

Frequentis means Frequentis Australasia Pty Ltd ABN 25 107 550 489.

Go Live for a Release means when that Release has been deployed into the Production Environment, is ready for operational use and is put into operation and use.

Governance Model means the governance model set out in Appendix I of this PIPP.

High Level Solution Design Phase means the phase undertaken during the ECI Contract from which, amongst other Deliverables, the High Level Detail Design and BAFO were provided to the Customer by the Key Contractors.

HP ALM means Hewlett Packard Application Lifecycle Management.

IMS means the Incident Management System.

IMS Remediation has the meaning set out in section 2.1.

Implementation Phase means the Build Phase, Data Management Phase, Testing Phase and Release and Deployment Phase.

Initial Requirements for each Release means the Customer's requirements for that Release set out in the document referred to in Appendix A of this PIPP (i.e. the High Level Business

Requirements document), which set out the Customer's Requirements for the Detailed Design Phase for that Release.

Interface means each interface between each Application and each other Application, and each interface between the Applications and the Customer Environment, including:

- a) for Release 1, each interface between REM IMS and the Customer Environment and other Applications (as applicable);
- b) for Release 2, each interface between APIS CIMS and the Customer Environment and the other Applications (as applicable); and
- c) for R1-T2, each interface between REM IMS and the Customer Environment and other Applications (as applicable),

unless specified otherwise and as detailed in the SAD and the Interface Specifications.

Interface Documentation means a description of each Interface, such as SIRI and Notification Interface, including XML schema definition where applicable detailed in the SAD and the Interface Specifications.

Issues Register has the meaning given to that term in section 15.4 of this PIPP.

Key Contractor has the meaning given in clause 5.1 of the Additional Conditions (summarised for current purposes in section 1.3 of this PIPP).

Load and Performance Test Phase has the meaning given to it in section 8.5 of this PIPP.

Load and Performance Testing has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" set out in Appendix H (Testing Baseline) of this PIPP.

Maintenance and Support Phase means the phase covering the maintenance of the Solution as defined in section 2.1.4.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Master Test Plan has the meaning given to that term in section 8.3 of this PIPP.

Network Master Data means the Customer's physical network (including points and signals).

Operational Acceptance Test (OAT) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Operational Acceptance Testing (OAT) has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework (Approved)" document set out in Appendix H (Testing Baseline) of this PIPP.

Product means the Licensed Software provided by the Key Contractors.

PROD means Production Environment.

Production Environment means the environment where the Customer operates the IMS, CIMS and DTTS for its intended purpose.

Program Maintenance means the phase described in section 10 of this PIPP.

Project has the same meaning given to that term in section 1 of this PIPP.

Project Preparation Phase means the activities to be performed by the Contractor prior to initiating the Detailed Design (Release 1) Phase.

Project Schedule means the Project Schedule jointly developed by the Customer, the Contractor and Key Contractors detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in Appendix C.

Quintiq means Quintiq Pty Ltd.

Release 1 has the meaning given to it in section 2.1

Release 1 – T2 has the meaning given to it in section 2.1. Each reference to “Release 3” in the Additional Conditions will be read as if it were a reference to Release 1 – T2.

Release 2 has the meaning given to it in section 2.1.

Release 3 has the meaning given to it in section 2.1.

Release and Deployment Phase means the phase described in section 9 of this PIPP.

REM IMS means the Railway Emergency Management application provided by Frequentis, including REM Mobile.

REM 2016.R1 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2016.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2017.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Data Model means a description of the REM data model in the form of an ERD.

REM Mobile means REM Mobile 2016.R1 and REM Mobile 2016.R2 and any future versions of this software product that Frequentis may make available to the Customer from time to time.

REM Mobile 2016.R1 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Mobile 2016.R2 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

Requirements means:

- a) for the Detailed Design Phase for each Release, the Initial Requirements for that Release; and
- b) for the Implementation Phase for each Release, the Updated Requirements for that Release.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC means the Rail Operations Centre.

ROC Technology Solution means the Day of Operations Timetable System, Incident Management System, Customer Information Management System and TIBCO middleware integrated into the Customer’s Environment in accordance with the Customer’s requirements.

SAD means the Solution Architecture Design document for each Release as included in the Detailed Design Documents for that Release.

SAT means system acceptance test for each Release as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP for each Release.

SAT Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security and Penetration Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

SIT Test Phase has the meaning given to it in section 8.5 of this PIPP.

System means:

- a) the REM IMS;
- b) the APIS CIMS;
- c) the DTTS; and
- d) the TIBCO interfaces developed by the Contractor, as customised and configured in accordance with the Customer's Requirements,

as developed, implemented and integrated on the Customer's Environment for the purposes of the Project.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Systems Integration Testing (SIT) has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

System Test Plan has the meaning given to it in section 8.3.

System Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H Testing Baseline of this PIPP.

TEMS means Technical Environment Management Strategy.

Test Cases has the meaning given to it in section 8.3.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Management Services has the meaning given to it in section 8.3.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

Test Reporting means the ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

Testing Phase means the phase described in section 88 of this PIPP.

Testing Services has the meaning given to it in section 8.5 of this PIPP.

Thales means Thales Australia Limited.

TIBCO means *The Information Bus Company's* middleware product that provides integration, analytics and event information processing.

TMT means 'Test Management Tool'.

TOM means 'Test Objective Matrix' as defined in section 8.3.

TSR means 'Test Summary Report' as described in section 8.3 of this PIPP.

UAT (Project) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Unit /System Testing Phase has the meaning given to it in section 8.5 of this PIPP.

Updated Requirements for each Release means the Customer's Initial Requirements for that Release as they are further detailed and updated during the Detailed Design Phase for that Release in the Detailed Technology Business Requirements Specification document for that Release. The Updated Requirements for each Release set out the Customer's requirements for the Implementation Phase for that Release.

UPMP means Updated Project Management Plan as described in section 5C.4.1 of this PIPP.

Unit Testing (UT) has the meaning defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

Validation means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled.

Verification means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled and meets the intended outcome.

Web Portal means the REM thin client for read only incident investigations, audit log viewer and standby client.

4A End to End Management Services (Release 1 – T2 & IMS Remediation)

4A.1.1 The Contractor must supply the following end to end management Services in connection with the Implementation Phases for Release 1 – T2 and in relation to the IMS Remediation Phases only, as indicated. For the avoidance of doubt, these are the phases introduced in to the Customer Contract under Change Request 7 except where noted otherwise.

#	Service	Description	IMS Remediation	Release 1-T2
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1.	3rd Party (Interfacing Contractor and Key Contractor) Management	End to end Management for the in scope technology delivery which may include; <ul style="list-style-type: none"> • REM (Frequentis) • IIMS (HCL) • DTDI (iTree) • VCS (Base 2) • 2 Way Communication (Telstra) • Specialist Performance monitoring team (nominally JDS) • Network Monitoring (nominally UXC) • Middleware Monitoring (nominally IBM) • Operating System, Virtual Machine and Hardware Monitoring (nominally IBM) • Specialist security testing vendor (the Customer remains accountable for Governance),	Y	Y
2.	TIBCO	Planning for software build, deploy and configure – TIBCO (Interfaces)	Y	Y
3.	REM Configuration	Planning and coordination of proposed configuration changes in the area of Categories, Roles and Chapters & Fields with the Interim Support team	Y	Y
4.	REM Key Contractor	Manage the Key Contractor	Y	Y
5.	IIMS	Planning, co-ordination, review and reporting for: the design, build, testing and implementation on all work related to IIMS vendor related to relevant IMS Release.	Y	Y
6.	DTDl	Planning, co-ordination and reporting for the design, build, and testing on all work related to DTDI vendor related to relevant REM Releases.	Y	Y
7.	Telstra/Customer	Planning, co-ordination and reporting for the design, build, and testing on all work related to Telstra and the Customer related to SMS.	N	Y
8.	Base2/Customer	Planning, co-ordination and reporting for the design, build, and testing on all work related to Base2 and the Customer related to VCS.	N	Y
9.	Test Management Delivery	For all parties including, but not limited to, IBM (Operating System, Virtual Machine, Middleware Monitoring and Hardware Monitoring), DXC, JDS (specialist performance monitoring team), HCL (IIMS), iTree (DTDl) as required.	Y	Y
10	Deployment	For all parties including, but not limited to, IBM, DXC, JDS, HCL, iTree as required.	Y	Y

11	MDAM Feasibility	<p>The Contractor will carry out a feasibility study for an appropriate mobile device management solution for REM Mobile and provide as a Deliverable for approval by the Customer, a Mobile Device Application Management Whitepaper which is the assessment of the MDAM proposed options in terms, pros, cons, high level timeline delivery and supportability.</p> <p>This study will review the current Mobile Device Management Services at the Customer and Transport for NSW including but not limited to:</p> <ul style="list-style-type: none"> ·Mobile Device Management ·Mobile Security ·Mobile Policies and Governance ·Current Limitation and constraints <p>Propose up to 3 potential MDM solutions and a recommended solution that could support REM Mobile Application and Configuration Management; working with, but not limited to:</p> <ul style="list-style-type: none"> ·the Customer ·Transport for NSW ·Frequentis 	Y	N
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5. Detailed Design (Release 1 & 2) Phase

5.1. Overview

- 5.1.1. The purpose of the Detailed Design (Release 1 & Release 2) Phase is to develop the Detailed Design Documents for Release 1 and Release 2 and confirming that the Detailed Design meets all of the Requirements.
- 5.1.2. The Customer is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design.
- 5.1.3. In addition to the responsibilities set out in section 3.2 of this PIPP, the Contractor must ensure that:
- a) all of the Services that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in section 5.3) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in sections 5.4 and 5.5) are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule.

5.2. Entry Criteria

- 5.2.1. The Entry Criteria for each of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are specified in the table below:

#	Criterion	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3. Detailed Design Services

5.3.1. The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1 & Release 2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer (or its nominee), including: <ul style="list-style-type: none"> a) liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b) ensuring all required Contractor Personnel are present at the meeting(s); c) chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d) developing agenda for socialisation with participants; and e) producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer, the Key Contractors and all relevant Customer stakeholders: <ul style="list-style-type: none"> a) to clarify the Requirements and validate those Requirements; b) to identify any changes to those Requirements; and c) to prepare the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
4.	Develop the Detailed Design Documents for the System for Release 1 & Release 2.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a) summarise the key decisions made and Requirements during the Detailed Design (Release 1 & Release 2) Phase and how the Key Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b) confirm that the Detailed Design will meet the Customer's Requirements; and c) confirm that the scope of Release 1 & Release 2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Key Contractors and all relevant Customer stakeholders to identify and agree on risks to Release 1 & Release 2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (Release 1 & Release 2) Phase.
8.	Do all things necessary (using the standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractors to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5.4 of this PIPP and as otherwise directed by the Customer.

5.3.2. The Contractor must supply the Services which are part of the Detailed Design (Release 1 & Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4. Release 1 Detailed Design Deliverables

- 5.4.1. The Contractor is responsible for the Deliverables set out in this section 5.4 with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities).
- 5.4.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.
- 5.4.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- 5.4.4. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase. The approval of each Deliverable will be the responsibility of the Customer.
- 5.4.5. The Parties acknowledge and agree the Detailed Design (Release 1) Phase Deliverables marked "Closed" in the table below were received and have been and accepted by the Customer as at the date of Change Request 4.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 1 Architecture Specification	<p>The Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Solution Design and should contain the following:</p> <ul style="list-style-type: none"> a) Introduction: <ul style="list-style-type: none"> i. document overview; ii. document inputs; and iii. phase scope. b) Systems architecture: <ul style="list-style-type: none"> i. high level conceptual overview; ii. level 2 business processes; iii. application usage view; iv. system integration view; v. application structure view; vi. information architecture (including reference data requirements); vii. infrastructure usage view; viii. implementation and deployment view; and ix. manual integration. 	The Customer	Closed

		<p>c) Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> i. rationale; ii. architecture risks; iii. architecture issues; iv. architecture constraints; v. architecture assumptions; vi. architecture decisions; and vii. architecture dependencies. 		
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that REM IMS meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed
4.	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems in the Customer Environment. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business 	The Customer	Closed

		<p>processes;</p> <p>b) data objects required by consumer – request;</p> <p>c) data objects available from consumer – response; and</p> <p>d) data object transformations required.</p> <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each interface.</p>		
6.	Project Communications Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p> <p>a) what needs to be communicated and to whom;</p> <p>b) how often these exchanges should happen; and</p> <p>c) in what format and why they are necessary.</p>	The Customer	Closed
7.	Release 1 Data Management Plan	<p>The Release 1 Data Management Plan document defines:</p> <p>a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, with other Customer systems, and effective and efficient system integration of REM IMS with other systems in the Customer Environment; and</p> <p>b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the SAD.</p>	The Customer	Closed
8.	Release 1 Data Technical Analysis Outputs (DTAO)	<p>Release 1 Data Technical Analysis Outputs must include:</p> <p>a) data requirement classifications (master data, migration data, BI data);</p> <p>b) data migration requirements and rules; and</p> <p>c) data quality definition (at data attribute levels).</p> <p>1 For each type of reference data and master data used by REM IMS (as appropriate):</p> <p>a) the real-world object type represented by that data set;</p> <p>b) the recommended data maintenance method(s) in REM</p>	The Customer	Closed

		<p>IMS;</p> <ul style="list-style-type: none"> c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems <p>2 For each type of master or reference data requested by REM IMS from other Customer systems:</p> <ul style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; <p>3 For each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ul style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the System, including, at a minimum:</p> <ul style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ul style="list-style-type: none"> i.releases; ii.system Verification and Validation; iii.system change management; iv.release and deployment management; and v.change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; 	The Customer	Closed

		<ul style="list-style-type: none"> e) implementation plan (start criteria, phases, timelines, critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/ function or decommission an old system/process/function. 		
10.	Release 1 Technology Implementation Plan (Template)	<p>The Release 1 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase and will provide a detailed plan and schedule of activities to deploy the Solution into the Environment. It must address training, development of, and installation of the REM IMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
11.	Technology Test Strategy	<ul style="list-style-type: none"> a) The Technology Test Strategy refers to the program test framework and includes: b) Introduction – Describing the purpose and objectives of the testing; c) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; d) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; e) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; f) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; g) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); h) Schedule – list of tasks and effort assigned to staff (when will the 	The Customer	Closed

		<p>work be done and what is the effort required);</p> <p>i) Document revision and history; and</p> <p>j) Approvals.</p>		
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build Phase to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p> <p>a) current project status;</p> <p>b) project overview;</p> <p>c) scope and Deliverables;</p> <p>d) solution approach, including:</p> <p>i.architecture and phase approach;</p> <p>ii.organisation change management; and</p> <p>iii.delivery approach;</p> <p>e) budget and schedule;</p> <p>f) dependencies;</p> <p>g) roles and responsibilities;</p> <p>h) project control;</p> <p>i) quality management;</p> <p>j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and</p> <p>k) key risks and issues.</p>	The Customer	Closed
13.	RACI	<p>The RACI must detail the deliverables and respective obligations of the Contractor; the Key Contractor and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Updated Release 1 Product Gap Analysis	<p>The Updated Release 1 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 1) Phase. The Updated Release 1 Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <p>a) track the functional gaps for the application;</p> <p>b) show traceability to the resolving application enhancements;</p> <p>c) show traceability to the resolving business workarounds; and</p> <p>d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business.</p>	The Customer	Closed
15.	Release 1 System Test Plan (Draft to be finalised in Release 1 Build)	<p>a) The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include:</p> <p>b) test plan identifier;</p> <p>c) references;</p> <p>d) introduction;</p>	The Customer	Closed

		<ul style="list-style-type: none"> e) test objectives; f) test items; g) software risk issues; h) features to be tested and traceability; i) features not to be tested and reasons; j) approach including the use of stubs, simulators etc; k) item pass/fail criteria (if different from strategy); l) suspension criteria and resumption requirements (if different from strategy); m) test deliverables; n) environmental needs; o) staffing and training needs (if different from strategy); p) responsibilities; q) schedule of tasks and assigned staff; r) planning risks and contingencies; s) approvals; and t) glossary. 		
16.	Updated Release 1 Requirements Traceability Matrix	<p>The Updated Release 1 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	The Operating Model must document and/or identify:	The Customer	Closed

		<p>a) best practice levels 2-4 process flows; and</p> <p>b) capability gaps in systems and processes.</p> <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <p>a) conform to industry best practice; and</p> <p>b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation.</p> <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <p>a) best practice levels 2-4 process flows; and</p> <p>b) Validation of processes against real life scenarios.</p> <p>The Capability gaps in systems and processes Deliverable:</p> <p>a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities.</p> <p>b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (Note: refer to assumption related to baseline dimensions):</p> <p>a) Business process/workflow; the way and extent that change impacts the way work/business activities are</p>	The Customer	Closed

		<p>conducted that enable the business to produce a value-added business outcome.</p> <ul style="list-style-type: none"> b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC. g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope. h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs. i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC. j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC. <p>A Change Impact Analysis will be provided prior to Release 1.</p>		
21.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Release 1 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.4.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.5. Release 2 Detailed Design Deliverables

- 5.5.1. The Contractor is responsible for the following Deliverables with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities).
- 5.5.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 2) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Key Contractor during the High Level Solution Design Phase.
- 5.5.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- 5.5.4. The Contractor must, in collaboration with the all relevant Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 2) Phase. The approval of each Deliverable will be the responsibility of the Customer.
- 5.5.5. The Parties acknowledge and agree that the Detailed Design (Release 2) Phase Deliverables marked "Closed" in the table below were received and accepted by the Customer as at the date of Change Request 5.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 2 Architecture Specification	<p>The Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The Release 2 Architecture Specification will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ul style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. <p>Systems architecture:</p> <ul style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 	The Customer	Closed

		<p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 		
3.	Release 2 Functional Specification	<p>The Release 2 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRs) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed
4.	Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 2 Integration Specification	<p>The Release 2 Integration Specification describes the high level integration points between the APIS CIMS and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; 	The Customer	Closed

		<p>b) data objects required by consumer – request;</p> <p>c) data objects available from consumer – response; and</p> <p>d) data object transformations required.</p> <p>The Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each Interface.</p>		
6.	ROC Technology Vendor Communications Plan for Release 2	<p>The ROC Technology Vendor Communications Plan for Release 2 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 2 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 	The Customer	Closed
7.	Release 2 Data Management Plan	<p>The Release 2 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within APIS CIMS, with other Customer systems, and effective and efficient system integration of APIS CIMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within APIS CIMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 2 Data Technical Analysis Outputs (DTAO)	<p>Release 2 Data Technical Analysis. Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <p>1. For each type of reference data and master data used by APIS CIMS (as appropriate):</p> <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in APIS CIMS; c) the relevant SME(s), functional owner(s), source of requirement 	The Customer	Closed

		<p>and/or Customer source from which the data may be obtained;</p> <p>d) whether APIS CIMS can play the role of DMA source for that data;</p> <p>e) the volatility of that data; and</p> <p>f) data translations (if any) required to integrate with existing Customer systems;</p> <p>2. For each type of master or reference data requested by APIS CIMS from other Customer systems:</p> <p>a) what data is required in the request and response messages;</p> <p>b) the business rules governing each message; and</p> <p>c) how those business rules are enforced;</p> <p>3. For each type of transactional data flowing between APIS CIMS and another system (in either direction):</p> <p>a) the source and target systems;</p> <p>b) the message type and message header type;</p> <p>c) any encryption, security or certification considerations;</p> <p>d) the methods used to handle non-compliant data in the source system;</p> <p>e) any record selection filters required; and</p> <p>f) any record level transformations required.</p>		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 2 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <p>a) personnel and organisation;</p> <p>b) implementation approach, including:</p> <p>i. releases;</p> <p>ii. system Verification and Validation;</p> <p>iii. system change management;</p> <p>iv. release and deployment management; and</p> <p>v. change implementation;</p> <p>c) summary of impacted system components;</p> <p>d) preliminary requirements for Go Live;</p> <p>e) implementation plan (start criteria, phases, timelines, critical path milestones);</p> <p>f) Verification instructions;</p> <p>g) roll back plan;</p> <p>h) post implementation support;</p> <p>i) post migration activities; and</p> <p>j) steps required to initiate/install a new</p>	The Customer	Closed

		system/process/function or decommission an old system/process/function.		
10.	Release 2 Technology Implementation Plan (Template)	<p>The Release 2 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the Solution into the Customer Environment. It must address training, development of, and installation of the APIS CIMS into the Customer Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer	Closed
11.	ROC Technology Test Strategy	<p>The ROC Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision and history; and i) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the Project Management Plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p>	The Customer	Closed

		<p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and deliverables; d) solution approach, including: <ul style="list-style-type: none"> i. architecture and phase approach; ii. organisation change management; and iii. delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the Deliverables and respective obligations of the Contractor, the Key Contractors and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Release 2 Product Gap Analysis	<p>The Release 2 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 2) Phase. The Updated Release 2 Product Gap Analysis Deliverable specifies the gaps between Release 2 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	<p>The Release 2 Master Test Plan Draft describes how the testing will be delivered for the Release 2 Test phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption 	The Customer	Closed

		<p>requirements (if different from strategy);</p> <ul style="list-style-type: none"> l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 		
16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. 	The Customer	Closed

		<p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 2 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 2)	<p>The Change Impact Analysis will describe the change impact on Release 2 related activities in the following dimensions (Note: updated assumptions section):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, 	The Customer	Closed

		<p>location and human factors.</p> <p>f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 2.</p>		
21.	Release 2 Training Needs Analysis	<p>The Release 2 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 2 solution. The Release 2 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.5.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.6. Exit Criteria for Detailed Design (Release 1 & Release 2) Phase

5.6.1. The Exit Criteria for each of Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are:

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables for the relevant phase	The Customer has accepted the Detailed Design Deliverables set out in sections 5.4 and 5.5 of this PIPP (as applicable).

5A Interim Detailed Design (Release 3) Phase for DTTS only

5A.1 Overview and purpose of Interim Detailed Design (Release 3) Phase

- 5A.1.1 The purpose of the Interim Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for the Release 3 for DTTS only (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution).
- 5A.1.2 The purpose of the full Detailed Design (Release 3) Phase will be to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for Release 3. It is anticipated that the full Detailed Design (Release 3) Phase (i.e. for Release 3 for the entire System) will commence under a Change Request, which the Parties expect to execute in due course.

5A.2 Services under the Interim Detailed Design (Release 3) Phase

- 5A.2.1 The Contractor must provide:
- a) the Services described in section 5A.4 for DTTS; and
 - b) the Deliverables described in section 5A.5.
- 5A.2.2 The Contractor must ensure that:
- a) all of the Services that it is obliged to supply under the Interim Detailed Design (Release 3) Phase (as specified in section 5A.4) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Interim Detailed Design (Release 3) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5A.3 Entry Criteria

- 5A.3.1 There are no Entry Criteria for the Interim Detailed Design (Release 3) Phase and the phase will commence in parallel to other work being undertaken by the Contractor.

5A.4 Services under Interim Detailed Design (Release 3) Phase

- 5A.4.1 The Contractor is responsible for the following Services with appropriate input from the DTTS Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
1.	<p>Implement and perform all the Interim Detailed Design (Release 3) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including:</p> <ol style="list-style-type: none"> a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b. ensuring all required Contractor Personnel are present at the meeting(s); c. chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d. developing agenda for socialisation with participants; and e. producing official minutes of meetings, including obtaining participant approval of contents.

#	Description
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ol style="list-style-type: none"> to clarify the Requirements and validate those Requirements; to identify any changes to those Requirements; and to prepare the documents required as part of the Interim Detailed Design (Release 3) Phase.
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Interim Detailed Design (Release 3) Phase.
4.	Develop the Detailed Design Documents for DTTS for Release 3.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Interim Detailed Design (Release 3) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of Release 3 for DTTS to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to Release 3 for DTTS.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Interim Detailed Design (Release 3) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the DTTS Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5A.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5A.5 of this PIPP and as otherwise directed by the Customer.

5A.5 Interim Detailed Design (Release 3) Phase Deliverables

5A.5.1 For the Interim Detailed Design (Release 3) Phase, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities and responsibilities).

5A.5.2 During the Interim Detailed Design (Release 3) Phase, the Contractor will commence the production of the following Deliverables in respect of DTTS only. It is anticipated that the Contractor will complete the production of the full suite of Deliverables for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to a Change Request which the parties expect to execute in due course.

5A.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description	Status
Technology Deliverables			
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Key Contractors and Contractor during the Detailed Design (Release 3) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	Closed

2.	Release 3 Architecture Specification	The Release 3 Architecture Specification must describe the Release 3 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.	Closed
3.	Release 3 Functional Specification	The Release 3 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.	Closed
4	Release 3 Non-Functional Design	The Release 3 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 3) Phase.	Closed
5.	Release 3 Integration Specification	The Release 3 Integration Specification describes the high level integration points between COTS product and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.	Closed
6.	ROC Technology Vendor Communication Plan	The Project Communications Plan for Release 3 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.	Closed
7.	Release 3 Data Management Plan	The Release 3 Data Management Plan document defines: <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within the Applications, with other Customer systems, and effective and efficient system integration of the Applications with other systems in the Customer Environment; and b. a high-level approach to management of all data within the Applications which aligns with the approach outlined in the SAD. 	Closed
8.	Release 3 Data Technical Analysis Outputs	Release 3 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a. Data Requirement Classifications (Master Data, Migration Data, BI data); b. Data Migration Requirements and Rules; and c. Data quality definition (at data attribute levels). d. for each type of reference data and Master Data used by the Applications (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by 	Closed

		<p>that data set;</p> <ul style="list-style-type: none"> b) the recommended data maintenance method(s) in the Applications; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether the Applications can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems 	
9.	Updated Technology Implementation Strategy	The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 3 program agreed between the Parties.	Closed
10.	Release 3 Technology Implementation Plan (Template)	The Release 3 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 3.	Closed
11.	Updated ROC Technology Test Strategy	<p>The Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a. Introduction – Describing the purpose and objectives of the testing; b. Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d. Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management; e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h. Document revision and history; and i. Approvals. 	Closed

12.	Updated Project Management Plan	The Updated Project Management Plan (UPMP) shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release 3) Phase.	Closed
13.	RACI	The RACI must detail the deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	Closed
14.	Release 3 Product Gap Analysis	The Updated Release 3 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor /Key Contractors (as applicable) during the Detailed Design (Release 3) Phase.	Closed
15.	Release 3 Master Test Plan Draft	The Release 3 Master Test Plan describes how the testing will be delivered for the Release 3 System Test phase.	Closed
16.	Requirements Traceability Matrix updated for Release 3	The Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.	Closed
17.	Technology Environment Management Strategy	The Technology Environment Management Strategy details the process for managing end to end environments.	Closed
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the Key Contractors.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4</p>	Closed

		<p>processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ol style="list-style-type: none"> a. future state levels 2-4 process flows; b. validation of processes against real life scenarios <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>	
19.	Draft recommended ROC organisational structure	The draft recommended ROC organisation structure must conform to best practice.	Closed
20.	Change Impact Analysis (Release 3)	The Change Impact Analysis will describe the change impact on Release 3 related activities.	Closed
21.	Release 3 Training Needs Analysis	The Release 3 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 3 solution.	Closed

5A.6 Exit Criteria (Release 3)

5A.6.1 There are no Exit Criteria specifically for Interim Detailed Design (Release 3) Phase as work on the Deliverables will continue in the full Detailed Design (Release 3) Phase if required. Customer in its sole discretion may notify Contractor that Detailed Design is complete.

5A.7 Cost of the Detailed Design (Release 3) Phase

5A.7.1 The Customer and the Contractor acknowledge and agree:

- a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had previously not been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) if required, the Parties will negotiate in good faith to agree the cost of the full Detailed Design (Release 3) Phase (less any amount payable for Interim Detailed Design (Release 3) Phase) pursuant to a Change Request.

5B Detailed Design (R1-T2) Phase

5B.1 Overview and purpose of Detailed Design (R1-T2) Phase

- 5B.1.1 The purpose of the Detailed Design (R1-T2) Phase is to develop the Detailed Design Documents for R1-T2 and confirming that the Detailed Design meets all of the Requirements in order to meet the business needs and align with REM 2017.R2.
- 5B.1.2 From the commencement of the Detailed Design (R1-T2) Phase, the Contractor will develop a set of Build Specification Deliverables based on the SAD and DTBRS.
- 5B.1.3 The Build Specification Deliverables must be developed as a priority to enable the build phase for R1-T2 to commence in parallel to the end of the Detailed Design (R1-T2) Phase. The remaining Detailed Design Deliverables and Updated Requirements will be informed by the approved Build Specification. All remaining Detailed Design Deliverables as defined in section 5B.5 will be completed in parallel to the timeframe for the build phase for R1-T2 as defined in the updated Appendix C - Project Schedule.
- 5B.1.4 For clarity, all Deliverables produced by the Contractor during the Detailed Design (R1-T2) Phase will relate to Release 1 Tranche 2.
- 5B.1.5 The Customer:
- a) is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design;
 - b) will approve the Build Specifications deliverables that are supplied by the Contractor and Key Contractor; and
 - c) will approve the Detailed Design Deliverables that are supplied by the Contractor and Key Contractor.

5B.2 Services under the Detailed Design (R1-T2) Phase

- 5B.2.1 The Contractor must provide:
- a) the Services described in section 5B.4 for Detailed Design (R1-T2) Phase; and
 - b) the Deliverables described in section 5B.5.
- 5B.2.2 The Contractor must ensure that:
- a) all of the Services that it is obliged to supply under the Detailed Design (R1-T2) Phase (as specified in section 5B.4) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Detailed Design (R1-T2) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5B.3 Entry Criteria

5B.3.1 The Entry Criteria for the Detailed Design (R1-T2) Phase are specified in the table below:

#	Criterion	Description
1.	The Key Contractor has entered into an agreement with the Customer relating to the Detailed Design (R1-T2) Phase.	The Key Contractor has entered into an agreement with the Customer for its work on the Detailed Design (R1-T2) Phase and is ready to work with the Contractor on the Contractor's R1-T2 Services and Deliverables set out in this PIPP.

5B.4 Services under Detailed Design (R1-T2) Phase

5B.4.1 The Contractor is responsible for the following Services with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
1.	Implement and perform all the Detailed Design (R1-T2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensuring all required Contractor Personnel are present at the meeting(s); chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ol style="list-style-type: none"> to clarify the Requirements and validate those Requirements; to identify any changes to those Requirements; and to prepare the documents required as part of the Detailed Design (R1-T2) Phase.
4.	Develop the Detailed Design Documents for R1-T2
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Detailed Design (R1-T2) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of R1-T2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to R1-T2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (R1-T2) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5B.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5B.5 of this PIPP and as otherwise directed by the Customer.
10	Preliminary TIBCO Specifications resulting from downstream impact assessment
11	Preliminary Planning for software build, deploy and configure – TIBCO (Interfaces)
12	Preliminary Planning and co-ordination for: the design, build, testing and implementation on all work related to IMS Remediation.
13	Preliminary REM Configuration Analysis
14	Develop Project Management Plan for IMS Remediation

5B.5 Detailed Design (R1-T2) Phase Deliverables

5B.5.1 For R1-T2, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to the RACI in Appendix F for allocation of accountabilities and responsibilities).

5B.5.2 Where a Deliverable is referenced in the table below as being “Updated”, the Contractor will update the relevant Release 1 Deliverable.

5B.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description
Build Specification Deliverables		
1.	Updated Architecture Specification	The Updated Architecture Specification document incorporating the information relevant to the requirements for DP1 T2.
2.	Updated Functional Specification	The Updated Functional Specification document incorporating the information relevant to the requirements for R1-T2
3	Updated Integration Specification	The Updated Integration Specification document incorporating the information relevant to the requirements for R1-T2
Detailed Design Deliverables		
4	Updated Requirements Traceability Matrix	The Updated Requirements Traceability Matrix incorporating the information relevant to the requirements for R1-T2
5.	Product Gap Analysis	The updated Product GAP Analysis document incorporating the information relevant to the requirements for R1-T2
6.	Updated Interface Design Specification	The Updated Interface Design Specification document incorporating the information relevant to the requirements for R1-T2
7.	Updated Non-Functional Design	The Updated Non-Functional Design incorporating the information relevant to the requirements for DP1 T2
8.	Interface Design Specification per Interface (Draft only, as this will be finalised in the build phase)	The detailed technical specification will describe the details relevant to the build such as: <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.
9.	Updated Data Technical Analysis Outputs	The Updated Non-Functional Data Technical Analysis Outputs incorporating the information relevant to the requirements for DP1 T2.
10.	RACI	The RACI must detail the deliverables and respective obligations of the Contractor, Key Contractors and the Customer.
11.	R1-T2 Master Test Plan Draft	The R1-T2 Master Test Plan Draft describes how the testing will be delivered for the R1-T2 Implementation phases.

5B.6 Exit Criteria (R1-T2)

5B.6.1 The Exit Criteria for the Detailed Design (R1-T2) Phase is:-

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables R1-T2	The Customer has accepted the Detailed Design Deliverables set out in section 5B.5 of this PIPP (as applicable).

5B.7 Cost of the Detailed Design (R1 T2) Phase

The Customer and the Contractor acknowledge and agree that the cost for the Services and Deliverables under the Detailed Design (DP1 T2) Phase had previously not been included in the Contractor’s BAFO Submission for the Implementation & Maintenance Phase.

5C Interim Implementation (Release 1) Phase

5C.1 Overview and purpose of Interim Implementation (Release 1) Phase

5C.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.R1) into the Environment. The Interim Implementation (Release 1) Phase will start on 2 November 2015.

5C.1.2 The Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production.

5C.1.3 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

5C.2 Entry Criteria

5C.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer’s sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

5C.3 Services

5C.3.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 5C.4 and as otherwise directed by the Customer.

5C.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5C.4 Deliverables

5C.4.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver	Status as at the date of CR5
Documentation Deliverables				
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
6.	Updated Release 1 Data Technical Analysis Outputs	Release 1 Data Technical Analysis Outputs must include: <ul style="list-style-type: none"> a) Data Requirement Classifications (Master data, Migration Data, BI data); b) Data Migration Requirements; and c) Data quality rules definition (at data interface levels). 	The Customer	Closed

#	Deliverable	Description	Approver	Status as at the date of CR5
		<p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ol style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of MDM source for that data e) the volatility of that data; f) data translations (if any) required to integrate with existing Customer systems. 2. for each type of master or reference data requested by REM IMS from other Customer systems: <ol style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3. for each type of transactional data flowing between REM IMS and another system (in either direction): <ol style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
7.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
8.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
9.	Deployment & Implementation	Document describing the process, tasks and responsibilities for controlled	The Customer	Closed

#	Deliverable	Description	Approver	Status as at the date of CR5
	Plan	movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.		
Technical Deliverables				
10.	TIBCO Release 1	Planning for TIBCO configuration to deliver REM IMS functionality as well as Legacy - REM IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer	Closed
11.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer	Closed

5C.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5C.4.3 The Contractor acknowledges and agrees:

- a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) without limiting clause 23 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Implementation Phase accordingly.

6. Build Phase (Release 1, Release 2, Release 1 – T2 & IMS Remediation)

6.1. Overview

6.1.1. The Parties acknowledge that the Build Phase for Release 1 commenced under the Interim Implementation (Release 1) Phase. For clarity the scope of the Build Phase (including certain activities undertaken under the Interim Implementation (Release 1) Phase) are detailed in full in this section 6. The Build Phase for Release 2 was incorporated within the scope of this Customer Contract pursuant to Change Request 5. The Parties acknowledge and agree that:

- a) certain Deliverables and Services originally contemplated by the Parties as being comprised within the scope of the Customer Contract, the charges for which were included in the Contractor's BAFO submission of 20 March 2015 ("BAFO"), have been bought forward in whole or in part within the scope of this Customer Contract; and
- b) the BAFO is no longer wholly reflective of the revised scope of the ROC Technology Solution, due to the increased quantity of certain Deliverables and changes to the ROC Technology Solution delivery approach and schedule.

6.1.2. The Build Phase for Release 1 – T2 and IMS Remediation were incorporated within the scope of this Customer Contract pursuant to Change Request 7.

6.1.3. The purpose of the Build Phase is to:

- a) configure the TIBCO middleware to enable integration of the Applications into the Customer Environment;

- b) in collaboration with the Key Contractors, customise the Licensed Software to interface with the TIBCO middleware; and
 - c) configure and customise the System to fulfil the requirements specified in the Requirements.
- 6.1.4. For the Build Phase, Release 1 is planned to Go Live as a part of the Customer’s Enterprise Release Management (ERM) Release 3, scheduled to have a technology only go live on 10 December 2016 (ERM Release 2016.3).
- 6.1.5. Release 1-T2 is planned to Go Live as part of the Customer’s ERM Release 1, scheduled to have technical Go Live on 11 March 2018 (ERM Release A2018.1).
- 6.1.6. In addition to the responsibilities set out in section 3 of this PIPP, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.
- 6.1.7. Subject to section 6.1.8, the Contractor must ensure that:
- a) all of the Services and Deliverables that it is obliged to supply and deliver under the Build Phase (as specified in sections 6.3, 6.4, 6.5, 6.6 and 6.7) are supplied, delivered and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor’s Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Build Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.
- 6.1.8. The Parties acknowledge and agree that the Contractor is not obliged to undertake System Implementation Testing (SIT), User Acceptance Testing (UAT), Deployment or Post Implementation Verification (PIV) activities for Release 2 Implementation unless and until the Parties agree and confirm in writing the pricing for those activities.

6.2. Entry Criteria

- 6.2.1. The Entry Criteria for each of Build Phase (Release 1) and Build Phase (Release 2) are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (R1 – T2) Phase completed to necessary level to start the relevant Build Phase (i.e. Build Phase (Release 1), Build Phase (Release 2), Build Phase (R1-T2) or Build Phase (IMS Remediation)	Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, or Detailed Design (R1-T2) Phase (as applicable) have been supplied. The Customer has performed all Customer responsibilities and supplied all CSI required to be performed or supplied during the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, or Detailed Design (R1-T2) Phase (as applicable).
2.	Technical Documents Approved for the relevant phase.	The Customer has accepted all Deliverables supplied in the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase or Detailed Design (R1-T2) Phase (as applicable) or, in the Customer’s sole and absolute discretion, those Deliverables are at the necessary level to start the relevant Build Phase.

6.3. Build Services

The Contractor must supply the following Services for the Build Phase where there is a related Deliverable:

#	Service	Description
1.	TIBCO Interfaces	Develop TIBCO middleware interfaces to support the integration of the Applications with Existing Systems as defined in the Integration Specification and the Solution Architecture Document.
2.	Integration –TIBCO (Release 1 – T2 and IMS Remediation only)	Configure the TIBCO middleware, other than DTDI and IIMS, to enable integration of the Applications into the Customer Environment
3.	Integration – TIBCO (Release 1 – T2 and IMS Remediation only)	In collaboration with the Key Contractors, update the Licensed Software to interface with the TIBCO middleware
4.	Integration TIBCO (Release 1 – T2 and IMS Remediation only)	Update TIBCO middleware interfaces to support the integration of the Applications with the Customer Environment as defined in the Integration Specification and the Solution Architecture Document.
5.	Integration – Voice Communications System (VCS) enablement	Configure the application to enable the direct integration with the Voice Communication System
6.	Integration – 2 Way Communication	Configure the application to enable the direct integration with Telstra SMS Gateway
7.	Updates to Detailed Design Deliverables	The Detailed Design Documents that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and Detailed Design Phase.
8.	Security Reporting Extract (IMS Remediation only)	Configure the application and or the environment to allow for the delivery, testing and deployment of the existing security report extract from the database to another server (i.e. single hop) utilising SFTP Update the extract to address as a minimum two enhancements transpose columns to rows and change report period from 7 to 31 days. Enhancements will be time-boxed up until IMS Remediation is ready for system test Alignment to any configuration changes
9.	HF & Assurance (R1 – T2 and IMS Remediation only)	Participate in Human Factors and safety assurance workshops

6.4. Build Phase (Release 1) Deliverables

6.4.1. Updates to Detailed Design Deliverables

The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

6.4.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 1). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver	Status as at the date of CR7
Technology Deliverables				
1.	Updated High Level Solution Design	The updated High Level Solution Design will reflect the design of the System developed during the Build Phase.	The Customer	Closed
2.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer	Closed

3.	Updated Release 1 Architecture Specification	<p>The Updated Release 1 Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer	Closed
4.	Updated Release 1 Functional Specification	<p>The Updated Release 1 Functional Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1), incorporating REM and REM Mobile. It defines the system's required capabilities, appearance and interaction with users. The Updated Release 1 Functional Specification will be used to validate that the solution for Release 1 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed

5.	Updated Release 1 Non-Functional Design	<p>The updated Release 1 Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must be updated to reflect any findings by the Contractor during the Build Phase (Release 1).</p> <p>The Updated Release 1 Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
6.	Updated Release 1 Integration Specification	<p>The updated Release 1 Integration Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (Release 1).</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 1) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer	Closed

7.	Updated Project Communications Plan for Release 1	The updated Project Communications Plan for Release 1 will reflect lessons learnt during Release 1, as well as revision in the approach to project communications agreed between the Parties during the Build Phase (Release 1).	The Customer	Closed
8.	Updated Release 1 Data Management Plan	The updated Release 1 Data Management Plan will reflect the design of the “as built” System developed during the Build Phase (Release 1).	The Customer	Closed
9.	Updated Release 1 Data Technical Analysis Outputs (DTAO)	The updated Release 1 Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (Release 1).	The Customer	Closed
10.	Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The updated Technology Implementation Strategy will reflect the approach agreed between the Customer, Contractor and Key Contractor to implement REM IMS for Release 1. The document updated during the Build Phase (Release 1) must be updated to reflect the final agreed approach to implement the ROC Release 1 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. Releases; ii. System verification and validation; iii. System change management; iv. Release & deployment management; and v. Change implementation; c) summary of impacted system components; d) preliminary requirements for ‘Go-Live’; e) implementation plan (start criteria, phases, timelines and critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer	Closed

11.	Updated Release 1 Technology Implementation Plan	<p>The Updated Release 1 Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase (Release 1) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
12.	Updated Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The Updated Technology Test Strategy will reflect the approach agreed between the Customer, Key Contractor and Contractor to implement REM IMS for Release 1 and the program test framework. The Updated Technology Test Strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability. assumptions, test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; release acceptance; acceptance criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document Revision & History; and i) Approvals. 	The Customer	Closed

13.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (Release 1).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and <ul style="list-style-type: none"> iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer	Closed
14.	Updated RACI	<p>The updated RACI shall reflect additional Services and Deliverables identified for Release 1. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.</p>	The Customer	Closed

15.	Updated Release 1 Product Gap Analysis	<p>The updated Release 1 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 1).</p> <p>The Release 1 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Release 1 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 1 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in Release 1 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer	Closed
16.	Updated Release 1 System Test Plan (which may become renamed as ‘Release 1 Master Test Plan’)	<p>The updated Release 1 System Test Plan describes how the testing will be delivered for the Release 1 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer	Closed

17.	Updated Release 1 Requirements Traceability Matrix	<p>The updated Release 1 Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (Release 1). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 1 Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
18.	Updated Technology Environment Management Strategy	<p>The updated Technology Environment Management Strategy will reflect the lessons learnt during Release 1, as well as any revision in the approach to environment management agreed between the Parties during the Build Phase.</p> <p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) Managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed

6.5. Build Phase (Release 2) Deliverables

6.5.1. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver	Status as at the date of CR5
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1.	Updated ROC Technology Vendor Communications Plan	The Updated ROC Technology Vendor Communications Plan will reflect lessons learnt during Release 2, as well as revision in the approach to Project communications agreed between the Parties during the Build Phase (Release 2).	The Customer	Closed
2.	Updated Project Management Plan (UPMP)	<p>The Project Management Plan developed during the Detailed Design Phase may (if required) be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document should include any changes to the project management approach taken during the Detailed Design (Release 2) Phase.</p> <p>The Updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) Project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer	Closed
3.	Updated RACI	The Updated RACI details the Deliverables and respective obligations of the Contractor, the Key Contractor and the Customer.	The Customer	Closed

4.	Updated Release 2 Master Test Plan	<p>The Updated Release 2 Master Test Plan describes how the testing will be delivered for the Release 2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer	Closed
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For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Deliverable	Description	Approver
1.	Interface Design Specification - one per Interface	<p>This detailed technical specification will describe the details relevant to the build such as:</p> <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	N/A

2.	Updated Release 2 Architecture Specification	<p>The Updated Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	N/A
3.	Updated Release 2 Functional Specification	<p>The Release 2 Functional Specification developed during the Detailed Design (Release 2) Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the solution for Release 2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	N/A

4.	Updated Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>The Updated Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	N/A
5.	Updated Release 2 Integration Specification	<p>The Release 2 Integration Specification developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document describes the high level integration points between the APIS CIMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications.</p> <p>The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 2) will describe the relevant Acceptance Criteria for each interface.</p>	N/A
6.	Updated Release 2 Data Management Plan	<p>The Updated Release 2 Data Management Plan will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p>	N/A
7.	Updated Release 2 Data Technical Analysis Outputs (DTAO)	<p>The Updated Data Technical Analysis Output (DTAO) will reflect the “as built” system as defined during the Build Phase (Release 2).</p>	N/A

8.	<p>Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The Implementation Strategy document developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document must reflect the final agreed approach to implement the ROC Release 2 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) Personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i.releases; ii.system verification and validation; iii.system change management; iv.release & deployment management; and v.change implementation. c) summary of impacted system components; d) preliminary requirements for 'go-live'; e) implementation plan (start criteria, phases, timelines, critical path milestones; f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	N/A
9.	<p>Updated Release 2 Technology Implementation Plan</p>	<p>The Updated Release 2 Technology Implementation Plan will be developed and agreed by the Parties based on the Draft Technology Implementation Plan developed during Detailed Design (Release 2) Phase. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the system into the relevant environment. It must address training, development of, and installation of the APIS CIMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	N/A

10.	<p>Updated ROC Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The ROC Technology Test Strategy developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document is the program test framework aligned for Release 2 and subsequent ROC releases. The test strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability, assumptions, test risks and constraints; c) Approach – How will the testing be carried out: approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release acceptance; Acceptance Criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision & history; and i) Approvals. 	N/A
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11.	Updated Release 2 Product Gap Analysis	<p>The Updated Release 2 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p> <p>The Release 2 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 2 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the CIMS in Release 2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	N/A
12.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the Requirements.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	N/A
13.	Updated Technology Environment Management Strategy	<p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) Booking and reserving test systems; b) Tracking environment changes; c) Managing environment contention; d) Code/Defect management (code promotion processes); e) Environment scheduling; f) Configuration tracking; g) Data Management (extracts, transforms loads); and h) Managing interdependent projects. 	N/A

6.6. Build Phase (R1-T2) Deliverables

6.6.1. Updates to Detailed Design Deliverables

- a) The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build (R1 – T2) Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (R1 – T2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Interface Design Specification per Interface	<p>The detailed technical specification will describe the details relevant to the build such as:</p> <ol style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	The Customer
2.	Updated Architecture Specification	<p>The Updated Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It must describe the R1 – T2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> h) rationale; i) architecture risks; j) architecture issues; k) architecture constraints; l) architecture assumptions; m) architecture decisions; and n) architecture dependencies. 	The Customer

3.	Updated Functional Specification	<p>The Updated Functional Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2) incorporating REM. It defines the system’s required capabilities, appearance and interaction with users. The Updated Functional Specification will be used to validate that the solution for R1 – T2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4.	Updated Non-Functional Design	<p>The updated Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It must be updated to reflect any findings by the Contractor during the Build Phase (R1 – T2).</p> <p>The Updated Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer

5.	Updated Integration Specification	<p>The updated Integration Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (R1 – T2).</p> <p>The following subjects are included in the Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (R1 – T2) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated Data Technical Analysis Outputs (DTAO)	The updated Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (R1 – T2).	The Customer
7.	Master Test Objective Matrix	MTOM demonstrates that all requirements have been covered by a test phase	The Customer
8.	Updated Technology Implementation Plan	<p>The Updated Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for R1 – T2.</p> <p>The final version of the Technology Implementation Plan will be developed during the Build Phase (R1 – T2) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for R1 – T2.</p>	The Customer

9.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (R1 – T2).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
10.	RACI	The updated RACI shall reflect additional Services and Deliverables identified for R1 – T2. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer
11.	Updated Product Gap Analysis	<p>The updated Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (R1 – T2).</p> <p>The Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the R1 – T2 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in R1 – T2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer

12.	Updated Master Test Plan	<p>The updated System Test Plan describes how the testing will be delivered for the R1 – T2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer
13.	Updated Requirements Traceability Matrix	<p>The updated Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Requirements Traceability Matrix updated for R1 – T2 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
14.	Updated TIBCO Interface Design Specification	The Updated Interface Design Specification document incorporating the information relevant to the build	The Customer
15.	Handover to Support Plan	Handover to Support Plan will be updated with the relevant details of the build	The Customer
16.	Release Implementation Review Report	<p>The Release Implementation Review Report is a document outlining:</p> <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) Follow-up actions. 	The Customer

6.7. Build Phase (IMS Remediation) Deliverables

6.7.1. The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build (IMS Remediation) Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

6.7.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (IMS Remediation). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Interface Design Specification per Interface (If required)	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer
2.	Updated Architecture Specification (if required)	The Updated Release 1 Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It must describe the IMS Remediation solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: 1. Introduction: a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: j) high level conceptual overview; k) level 2 business processes; l) application usage view; m) system integration view; n) application structure view; o) information architecture (including reference data requirements); p) infrastructure usage view; q) implementation and deployment view; and r) manual integration. 3. Rationale and justification for detailed design architectural approach: a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies.	The Customer

3.	Updated Functional Specification (if required)	<p>The Updated Functional Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation), incorporating REM. It defines the system's required capabilities, appearance and interaction with users. The Updated Functional Specification will be used to validate that the solution for IMS Remediation meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4.	Updated Non-Functional Design (If Required)	<p>The updated Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It must be updated to reflect any findings by the Contractor during the Build Phase (IMS Remediation).</p> <p>The Updated Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer

5.	Updated Integration Specification (if required)	<p>The updated Integration Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (IMS Remediation).</p> <p>The following subjects are included in the Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (IMS Remediation) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated Data Technical Analysis Outputs (DTAO) (If Required)	The updated Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (IMS Remediation).	The Customer
7.	Updated Master Test Objective Matrix	MTOM demonstrates that all requirements have been covered by a test phase	The Customer
8.	Updated Technology Implementation Plan	<p>The Updated Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for IMS Remediation.</p> <p>The final version of the Technology Implementation Plan will be developed during the Build Phase (IMS Remediation) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer

9.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (IMS Remediation).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
10.	Updated RACI	The updated RACI shall reflect additional Services and Deliverables identified for IMS Remediation. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer
11.	Updated System Test Plan (which may become renamed as 'IMS Remediation Master Test Plan')	<p>The updated System Test Plan describes how the testing will be delivered for the IMS Remediation Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

12.	Updated Requirements Traceability Matrix (If required)	<p>The updated Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). The Requirements Traceability Matrix for IMS Remediation shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Requirements Traceability Matrix updated for IMS Remediation must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
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6.8. Exit Criteria

The Exit Criteria for each of the Build Phase (Release 1), Build Phase (Release 2), Build Phase (R1-T2) and Build Phase (IMS Remediation) are, as indicated:

#	Criteria	Description	Related Release
1.	Environment	For each environment type (as described in the TEMS), the Customer has provisioned and set up the necessary environment to enable the relevant tests to commence.	Release 1 Release 1 - T2 and IMS Remediation only
2.	Licensed Software	The relevant Key Contractor has delivered the Licensed Software to the Customer accompanied by the Test Summary Report.	Release 1 Release 1 - T2 and IMS Remediation only
3.	COTS installation	The Key Contractor has installed the Licensed Software in the relevant Customer Environment for SAT (as described in the TEMS).	Release 1 Release 1 - T2 and IMS Remediation only
4.	Testing Criteria	The Parties have developed the testing plans and criteria relevant for the Test Phase.	Release 1 Release 2 Release 1 - T2 and IMS Remediation
5.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Build Phase and, to the extent that it is responsible, the Data Management Phase.	Release 1 Release 2 Release 1 - T2 and IMS Remediation
6.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.	Release 1 Release 1 - T2 and IMS Remediation only
7.	Data Base	The relevant Key Contractor has populated the Database with sufficient data to enable testing to commence (as	Release 1 Release 1 - T2 and

#	Criteria	Description	Related Release
		determined by the Technology Test Strategy).	IMS Remediation only

7. Data Management Phase (Release 1, Release 2)

7.1. Overview

- 7.1.1. The Parties acknowledge the importance of accurate and properly configured data to ensure the system for each Release achieves full functionality and performance. To give effect to this requirement the Contractor shall provide all reasonable assistance to enable the Key Contractors and Customer to undertake the following activities.
- 7.1.2. The purpose of the Data Management Phase is to:
- identify data elements and screen display elements for each Release, taking into account any pre-requisite data imports; and
 - configure the Applications to fulfil the requirements specified in the Requirements.
- 7.1.3. In addition to section 3.1, the Customer is responsible for confirming the “sources of truth” for each of the data elements required for the system.
- 7.1.4. The Contractor must ensure that:
- all of the Services that it is obliged to supply are supplied and completed; and
 - all Deliverables that it is obliged to supply are supplied and are approved by the Customer (or its nominee) on or before the relevant date(s) specified in the Project Schedule.
- 7.1.5. The Release 1 Data Management Phase services run concurrent to the Build Phase (Release 1) and commenced during the Interim Implementation (Release 1) Phase of this Customer Contract under Module 7 on a time and materials basis.
- A full description of all work to be undertaken in respect of the Data Management Phase is set out in the Module 7 Order Form (including in the statements of work attached to that Module 7);
 - ROC R1 Data Profiling Activity – Proposal for the Customer version 5.0 dated 19 January 2016 (Data Profiling SOW); and ROC REM Data Configuration Stage – Proposal for Sydney Trains version 3.0 dated 29 January 2016 (Data Configuration SOW),
- the “**Data SOWs**”.
- 7.1.6. The Contractor must undertake and complete all Services and Deliverables set out in the Data SOWs as described in the Module 7 Order Form, in conjunction with the Key Contractor and the Customer.
- 7.1.7. Additional data analysis may be required for Release 2.

7.2. Entry Criteria

- 7.2.1. The Entry Criteria for the Data Management Phase are specified in the table below. In relation to Release 1 Data Management Phase, as at the date of Change Request 5, these Entry Criteria have been satisfied.

#	Criterion	Description
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#	Criterion	Description
1.	Data Profiling	a) The Customer has established the data profiling team consisting of the Customer’s and Contractor’s personnel to identify sources of data within the Customer Environment to enable IMS to achieve the Requirements (Data Profiling Team); and b) To the extent practicable, the Customer’s data repositories have been identified by the Customer and access granted to the Data Profiling Team.
2.	Configuration Requirements	The Customer has established a data configuration team consisting of the Customer’s, Key Contractor’s and Contractor’s personnel to configure the data compiled by the Data Profiling Team in order to ensure the data is in a format compatible with REM IMS to commence the configuration (Data Configuration Team).

7.3. Release 1 Data Management Phase Services

7.3.1. Release 1 Data Management Services

As described in the Module 7 Order Form (including the Data SOWs).

7.4. Release 2 Data Management Phase Services

7.4.1. Release 2 Data Management Services

There are currently no Release 2 Data Management Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Services for Release 2 on a time and materials basis under Module 7.

7.4.2. Release 2 Data Profiling Services

There are currently no Release 2 Data Profiling Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Services for Release 2 on a time and materials basis under Module 7.

7.4.3. Release 2 Data Configuration Services

There are currently no Release 2 Data Configuration Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Services for Release 2 on a time and materials basis under Module 7.

7.5. Release 1 Data Management Phase Deliverables

7.5.1. Release 1 Data Management Phase Deliverables

As described in the Module 7 Order Form (including the Data SOWs).

7.6. Exit Criteria

7.6.1. Exit Criteria for the Data Management Phase of each Release are specified in the table below. In relation to Release 1 and Release 2 Data Management Phase, as at the date of Change Request 5, these Exit Criteria have been satisfied:

#	Criterion	Description
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1.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Data Management Phase.
2.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.
3.	Database	The Contractor has populated the database with sufficient data to enable testing to commence.

8. Testing Phase (Release 1, Release 2, Release 1 – T2 and IMS Remediation)

8.1. Overview

The Parties acknowledge the importance of Testing to ensure the System achieves full functionality and performance.

- 8.1.1. The purpose of the Testing Phase is to validate each Release to ensure the Requirements have been satisfied and that the solution for each Release is ready for release to the Customer and use on the Customer’s network.
- 8.1.2. In addition to section 3.1, the Customer is responsible for governance activities for all Testing related to each Release, including:
 - a) management of third party suppliers (other than the Key Contractors);
 - b) dispute resolution; and
 - c) liaison with the test teams from other Customer programs/projects (as required).
- 8.1.3. The Contractor must ensure that:
 - a) all of the Services that it is obliged to supply under the Testing Phase are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables;
 - c) the Contractor witnesses that the Licensed Software has been successfully tested in the Customer’s relevant environment for SAT;
 - d) it provides appropriately skilled resources to assist the Customer during all other Test Phases contemplated in this section 8; and
 - e) all Deliverables that it is obliged to supply under the Testing Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

8.2. Entry Criteria

The Entry Criteria for each testing phase within the Testing Phase is specified in the table below (each a **Test Phase**).

#	Criterion	Description
1.	Acceptance of Detailed Design	The Detailed Design Documents have been completed and a Detailed Design Phase Deliverables have been accepted by the Customer.
2.	Relevant environment is ready for testing	Acknowledgement by the relevant Key Contractor regarding the installation, configuration and data preparation of the relevant environment.
3.	Development of agreed criteria	a) Artefacts on which test planning and preparation are dependent upon have been approved, e.g. Requirements and Detailed Design

	<p>for Testing Phase to commence</p>	<p>Documents;</p> <ul style="list-style-type: none"> b) Test planning and preparation artefacts have been approved and/or accepted by the Customer, e.g. Test Strategy, relevant DTP, relevant TOM, relevant test cases/scripts; c) Approved test cases have been loaded into the test management tool and testers have been granted the required level of access to the test management tool (HP ALM); d) Formal defect management and reporting process is established; e) Availability of Contractor, Customer and Key Contractor resources (as applicable) required to execute testing has been confirmed; f) Availability of Contractor and Key Contractor resources required to analyse and resolve Defects has been confirmed; g) Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known Defects and workarounds; h) Correct version(s) of deployment package(s) have been deployed to the test environment(s); i) Test environments are available and in a fit state as confirmed by shakedown testing; j) Correct test environment access and credentials have been granted to testers; k) the Parties agree that test data of sufficient quality, quantity and diversity to enable testing is available (as required by the Technology Test Strategy); and l) Previous Testing Phase exit criteria have been met and where applicable the Test Summary Report (TSR) has been reviewed and approved by the Customer.
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8.3. Testing definitions

The following terms have the following meanings relating to this section 8 (Testing Phase):

Term	Definition
Detailed Test Plan	<p>The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that the System will support the Requirements.</p>
Master Test Plan	<p>The document is an outcome of the planning process ensuring necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for each Release in order to develop an adequate assessment of quality for the ROC Technology Solution for a single production release.</p> <p>It is a plan of how end to end test activities will be delivered for each Release and how these are going to provide objective evidence that the Release 1 or Release 2 solution will support the Requirements.</p>
System Test Plan	<p>The System Test Plan is an outcome of the planning process during the Build Phase. It ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that each Release will support the Customer's Requirements.</p>

Test Cases	A set of input values, execution preconditions, expected results and execution post-conditions, developed for a particular objective or test condition, such as to exercise a particular program path or to verify compliance with a specific requirement. The purpose of the test cases is to state how the testing will be implemented during testing and are based on the Test Objective Matrix (TOM).
Test Management Services	Test management for the in scope technology components and the in scope test phase will include; test scheduling, test planning, test execution management, defect management, test risk and issue management, and test reporting.
Test Objective Matrix (TOM)	The TOM is a table demonstrating proposed test coverage for the relevant Testing Phase. Test objectives state what is to be tested and are derived from the Requirements and will depend on the scope of the Testing Phase.
Test Summary Report (TSR)	The Test Summary Report provides a summary and evaluation of the relevant Testing Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results. In general the Test Summary Report must contain, but is not limited to: <ul style="list-style-type: none"> a) executive summary; b) test coverage results: <ul style="list-style-type: none"> i. tests planned; ii. tests planned and not run; iii. deviations from the plan; and iv. tests executed and results; and c) Defect summary plus impact analysis of open Defects;
Test Execution Support	Provide Test Execution Support.

8.4. Defect Severity Definitions

8.4.1. The Defect Severity Definitions are set out in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

8.5. Testing Services

8.5.1. The Contractor must supply the following Services as part of the Testing Phase for each Release as set out below where there is a related Deliverable.

Each Test Phase listed below is further described in the ROC Technology Test Strategy.

1. #	Test Phase	Service Description
1.	Unit / System Testing Phase for TIBCO and other interfaces	a) Test Planning; b) Test Execution; and c) Test Reporting.
2.	SAT Test Phase, Key Contractor COTS product	The Contractor will witness the execution of SAT by the relevant Key Contractor.
3.	SIT Test Phase	a) Test Planning; b) Test Execution; and c) Test Reporting.
4.	Load and Performance Test Phase	a) Test Planning; b) Test Execution; and c) Test Reporting.

1. #	Test Phase	Service Description
5.	Operational Acceptance Test Phase (OAT)	Test Execution Support. Note: Prior to the commencement of OAT, it will be confirmed which party will be undertaking the OAT. The Customer's application portfolio development team and possibly Customer hardware vendors may execute the testing.
6.	Security Test Phase (including security and penetration testing)	Test Execution Support. Note: The Customer will manage and execute this Test Phase.
7.	UAT (Project) Test phase	a) Test Planning; b) Test Execution; and c) Test Reporting.
8.	UAT (Business) Test phase (R1-T2 and IMS Remediation only)	a) Test Planning; b) Test Execution; and c) Test Reporting.
9.	Cross Stream Testing (Note: Key Contractor and Contractor input is to be determined as this is a Customer responsibility).	Test Execution Support. These services will be limited to: - Assisting with functional defect triage - Retesting corrected defects in lower level test environments - attending defect management meetings (nominally daily) Note: The Customer will execute the Cross Stream testing, however the Customer can, at its discretion engage the Contractor to provide additional Test Services for Cross Stream Testing under Module 7.
10.	ERM Regression Testing (R1-T2 and IMS Remediation only)	a) Test Planning; and b) Test Reporting.
11.	Defect Management (R1-T2 and IMS Remediation only)	Co-ordinate Defect Management a) daily test status meetings b) test phase gate meetings (entry and exit)
12.	Test Management (R1-T2 and IMS Remediation only)	a) Accountable for the end-to-end Test Management Delivery and responsible for testing the COTs and TIBCO applications b) Input to SOW and engagement process of 3rd party vendors c) working with vendors to ensure pre-requisites to testing are listed and provisioned/enabled d) Co-ordinate and schedule environments with 3rd party vendors, timing and execution. e) Reviewing reports and recommendations f) Supporting 3rd party during testing

8.6. Release 1 Testing Deliverables

8.6.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver	Status as at the date of CR5
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer	Closed
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer	Closed
5.	UAT Test Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test reporting; and c) Test Reporting Summary.	The Customer	Closed
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer	Closed

8.7. Release 2 Testing Deliverables

8.7.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix F for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable;
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver	Status as at the date of CR5
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
2.	SIT Test Phase	a) Detailed Test Plan;	The Customer	Closed

8.7.2. For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Test Phase	Deliverable Description	Approver
1.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	N/A
2.	SIT Test Phase	a) Not used; b) Test Objective Matrix; c) Test cases; d) Test Reporting; and e) Test Summary Report.	N/A
3.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	N/A
4.	User Acceptance Testing Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	N/A
5.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Summary Report.	N/A
6.	Operational Acceptance Training (OAT)	a) Test Summary Report.	N/A

8.8. Release 1-T2 Testing Deliverables

8.8.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1-T2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
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1.	System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer
5.	UAT Test Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Reporting Summary.	The Customer
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer
8.	Security Testing	Test Recommendation Report The Test Recommendation Report provides the SI assessment of the security testing results and relevant recommendation that may be required to act upon and needed to be implemented by the Customer.	The Customer

8.9. IMS Remediation Testing Deliverables

8.9.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for IMS Remediation (R1-T2 - Release 2A). The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer

2.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
3.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer

8.10. Exit Criteria

The Exit Criteria for each Test Phase is set out below:

Criteria	Description
Test Cases	All test cases have been executed for the relevant Test Phase and the outcome recorded in the Customer's test management tool (HP ALM). An explanation has been provided to the Customer for any test case which has not been executed by the Contractor.
Recording Defects	All Defects identified during the relevant Test Phase have been recorded in the Customer's defect management tool (HP ALM) and are available for review.
Severity 1 / Severity 2 Defects	No Severity 1 or Severity 2 Defects outstanding.
Severity 3 / Severity 4 Defects	An agreed action plan is in place to address outstanding Severity 3 and Severity 4 Defects, including target resolution time frame.
Defect Acceptance	The number of outstanding Severity 3 and Severity 4 Defects and the cumulative impact of these Defects on the relevant Application must be accepted by the Customer. If any Exit Criteria have not been met, the Test Phase will continue until all Exit Criteria have been met. Once all Exit Criteria for the relevant Test Phase have been met, the Contractor must produce a TSR to demonstrate the outcome of the Test Phase.
Defect Deviation	Any deviation from the agreed Exit Criteria for the relevant Test Phase must be approved by the Customer.

9. Release and Deployment Phase (Release 1, Release 2 & Release 1 – T2)

9.1. Overview

Release and Deployment encompasses the Services required to confirm the production and operations readiness of the solution for each Release to ensure secure, controlled deployment of the Releases to the relevant Customer Environment (as defined in the TEMS).

- 9.1.1. Prior to execution of CR7 the parties decided to consolidate the Services and Deliverables related to the Release and Deployment of IMS Remediation in to the Release and Deployment (Release 1-T2) phase.

For the avoidance of doubt all Release and Deployment (Release 1-T2) Services and Deliverables incorporate R1-T2 and IMS Remediation functionality and should be read as incorporating both R1-T2 and IMS Remediation.

- 9.1.2. The objectives for these Services are that:

- a) the system is deployed into the relevant test or production environment;
- b) deployments into the relevant Customer environments are managed so that any disruption to the environments that can be avoided is avoided, or where avoidance is not possible, kept to a minimum;
- c) deployments are managed in accordance with the Customer's Enterprise Release Framework and Change Management process; and
- d) all aspects of a Release, both technical and non-technical, are considered together through taking a holistic analysis of the Release.

- 9.1.3. The Customer is responsible for:

- a) liaising with the Customer's Enterprise Release Management team in respect of each Release and obtaining approval to deploy as part of the relevant ERM Release; and
- b) installation and deployment the relevant Release to the relevant Customer Environment (as defined in the TEMS).

- 9.1.4. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed;
- b) all Deliverables that it is obliged to supply are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule;
- c) comply with the Customer's Enterprise Release Management Framework;
- d) work with the Customer to suggest improvements to the Customer's enterprise Release Management Framework and the Key Contractors delivery of Releases;
- e) provide all relevant items relating to the relevant Release for review and approval as required by the Customer's Enterprise Release Management Framework, including testing plans and associated entry and exit criteria for those tests;
- f) gain authorisation from the ROC Program for each Release prior to its implementation;
- g) provide all necessary data to enable the Customer to maintain a definitive media library for the integration services;
- h) provide the release package data to the Customer to enable management of the approved release libraries;
- i) coordinate the resolution of integration related issues for each Release with Key Contractors; and
- j) provide all reasonable assistance to the Customer to deploy all Releases, including back-outs if required.

9.2. Entry Criteria

9.2.1. The Entry Criteria for each of the Deployment Phase are specified in the table below:

#	Criteria	Description
1.	Licensed Software	The Licensed Software has been received by the Customer from the relevant Key Contractor.
2.	Documentation	The Key Contractor has provided details of the software and hardware configurations required to enable the Application to be tested in the relevant environments (as described in the TEMS).
3.	Environments	The Customer has set up the following environments in accordance with the Non Functional Specification and as described in the TEMS: <ul style="list-style-type: none"> a) Development; b) System Test; c) SIT; d) UAT; e) Pre-PROD; f) PROD; g) Training; and h) Disaster Recovery.

9.3. Release and Deployment Services

The Contractor will perform the Services described in the table below in respect of each Release :

#	Service	Description
1.	Handover to support Planning	Transition planning for handover to support to enable each Release to be deployed to the relevant Customer Environment (as defined in the TEMS) and confirms the ongoing post-implementation operability of the Release in the relevant Customer Environment (as defined in the TEMS).
2.	Release Implementation Planning	Planning for the activities related to release implementation and deployment to the relevant Customer Environment (as defined in the TEMS). This includes the packaging and delivery of Licensed Software for the relevant Release, as well as all the planning, scheduling and implementation activities to ensure that a Release can be implemented with the minimum negative effect on the relevant Customer Environment (as defined in the TEMS).
3.	Deployment Support	Support of the Customer in the deployment of each Release to the relevant Customer Environment (as defined in the TEMS).
4.	Technical Change Management	Deployment Change Management (via USD) <ul style="list-style-type: none"> - support raising and completion of required change requests (USD tickets) - support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified - maintain an 'Environment Map' detailing versions of software in each environment.

9.4. Release and Deployment (Release 1) Deliverables

9.4.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver	Status as at the date of CR5
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer	Closed
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) follow-up actions. 	The Customer	Closed

9.5. Release and Deployment (Release 2) Deliverables

9.5.1. Pursuant to Change Request 5, there are no Release and Deployment (Release 2) Deliverables.

9.5.2. For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) APIS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	N/A

#	Deliverable	Description	Approver
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 2; b) lessons learnt; and c) follow-up actions 	N/A

9.6. Release and Deployment (Release 1-T2) Deliverables

9.6.1. The Contractor shall provide the following Deliverables:

- a) (As per clause 9.1.1, the below Deliverables incorporate R1-T2 and IMS Remediation functionality and should be read as incorporating both R1-T2 and IMS Remediation.)

#	Deliverable	Description	Approver
1.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of R1 – T2 including IMS Remediation; b) lessons learnt; and c) follow-up actions. 	The Customer
2.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i.details of Knowledge transfer session(s); ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to BAU Maintenance. 	The Customer

9.7. Exit Criteria

The Exit Criteria for each Release and Deployment Phase are as follows:

Criteria	Description
Deployment of Relevant Release	Technology Go Live for the Relevant Release has been achieved.

Post Implementation Verification Report	The Release Implementation Review Report has been provided to the Customer by the Contractor.
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10. Program Maintenance (Release 1 & Release 2)

10.1. Overview

- 10.1.1. Program Maintenance for Release 1 & (if required) Release 2 commences on Technology Go-Live for Release 1 and Release 2 and continues until Maintenance and Support commences.
- 10.1.2. The Customer’s requirements for Program Maintenance for Release 1 are included in Module 5 Order Form and the SLA and the price for Program Maintenance for Release 1 is set out in section 17.
- 10.1.3. As at the time of executing Change Request 5, the Customer’s requirements for Program Maintenance for Release 1 – Tranche 2 and Release 2 have yet to be determined.

11. Transition to Maintenance and Support Services

11.1. Overview

- 11.1.1. To the extent applicable and advised by Customer transition to Maintenance and Support is expected to happen at Technology Go-Live for each release.
- 11.1.2. Transition to Maintenance and Support completes the scope of the Build Phase of the System.
- 11.1.3. As at the Commencement Date, the Customer’s requirements for Maintenance and Support services have yet to be determined.
- 11.1.4. The Maintenance and Support services (if required) shall be negotiated between the Parties during the Build Phase.

12. Training

Not used.

13. Environments (Release 1 & Release 2)

13.1. Overview

- 13.1.1. The purpose of the Environments (that is, the relevant Customer Environments as set out in the TEMS) management activities is to coordinate the provisioning of the Customer Environment detailed below, including: operating systems, software, user access and firewall rules.
- 13.1.2. The Customer is responsible for:
 - a) the provisioning of the environments detailed below, including: operating systems, software, user access and firewall rules;

- b) setting up the environments based on the requirements provided by the Key Contractors in conjunction with the Contractor in accordance with the TEMS; and
- c) providing all necessary access to the Customer's third party vendors hosting the environments, as well as Customer Personnel based in Burwood.

13.1.3. The Contractor shall:

- a) in conjunction with the Key Contractors, provide the specification for the environments to ensure testing can occur and that each Release meets its Requirements;
- b) validate that the Requirements are met;
- c) coordinate access to the environments for Key Contractors and any third party suppliers (if required); and
- d) liaising with the Customer and identifying any issues, such as contention and performance of the environments.

14. Acceptance, Change Request and Assumptions

14.1. Acceptance

14.1.1. The Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

- a) The Contractor must liaise with the Customer and Key Contractors (as required) to ensure that all Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

14.1.2. The deliverables to be provided by the Key Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted.

14.1.3. Deliverables will be reviewed by the Customer (or the Contractor acting as the Customer's nominee). Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail and accords with the Additional Conditions, the Contractor will request the Customer's endorsement of that Deliverable. This endorsement will assist the System Integrator in finalising the acceptance of a Deliverable.

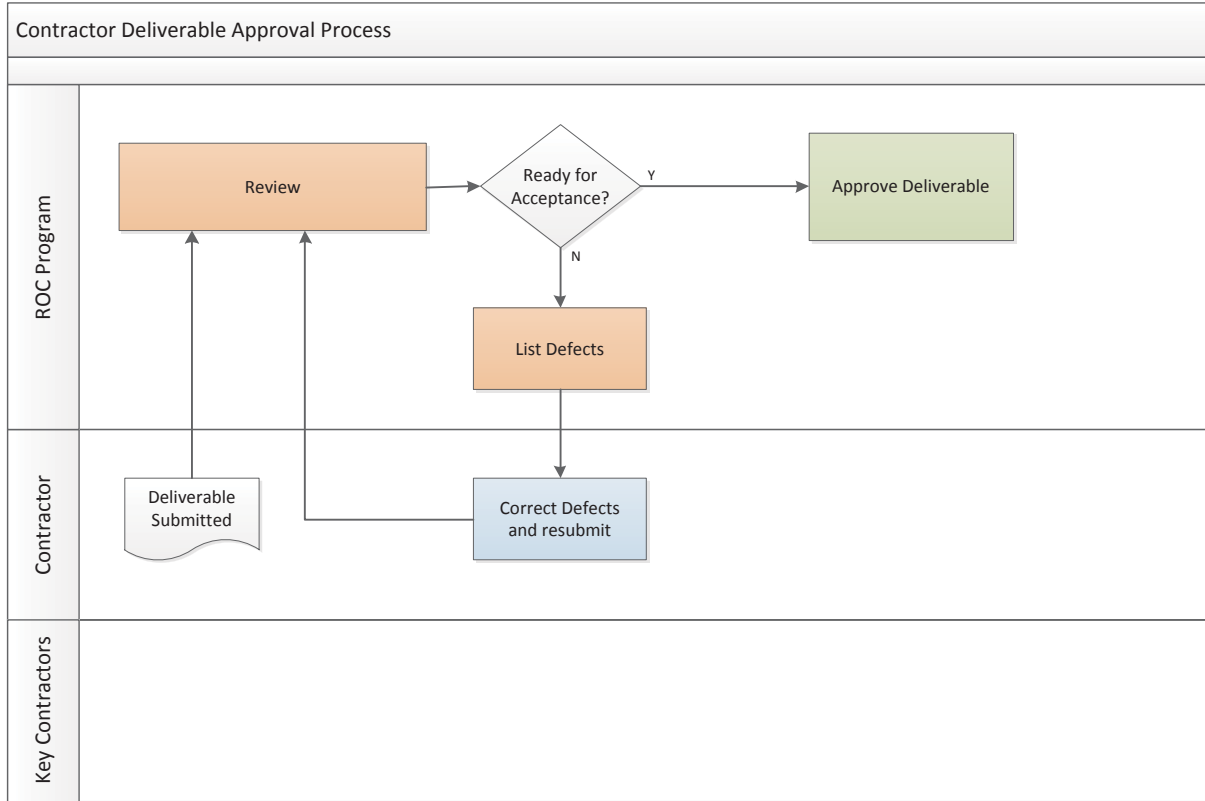
14.1.4. The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

- a) Milestone Acceptance Forms must be signed by the Contractor's Project Director and Customer's Program Manager.
- b) Deliverables must be endorsed by a Customer's delegate; notification by email of the endorsement is sufficient.
- c) Contractor Documents/Deliverables must be approved by a Customer's Program Delegate; email approval is sufficient.
- d) The Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report.
- e) The Customer will authorise a nominated delegate for each product area that will have the authority to endorse/approve submitted Deliverables.
- f) Upon each Deliverable submission, approval/endorsement is expected within the timeframes stipulated in the Additional Conditions or such other time as may be agreed between the Parties. A request for approval/endorsement extension of a Deliverable may be requested by the Customer to the Contractor in exceptional circumstances.
- g) Deliverables not approved/endorsed by the Customer (as applicable) will be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer (as applicable).
- h) The re-submission consists of rectified Defects only and must be clearly identified as such.

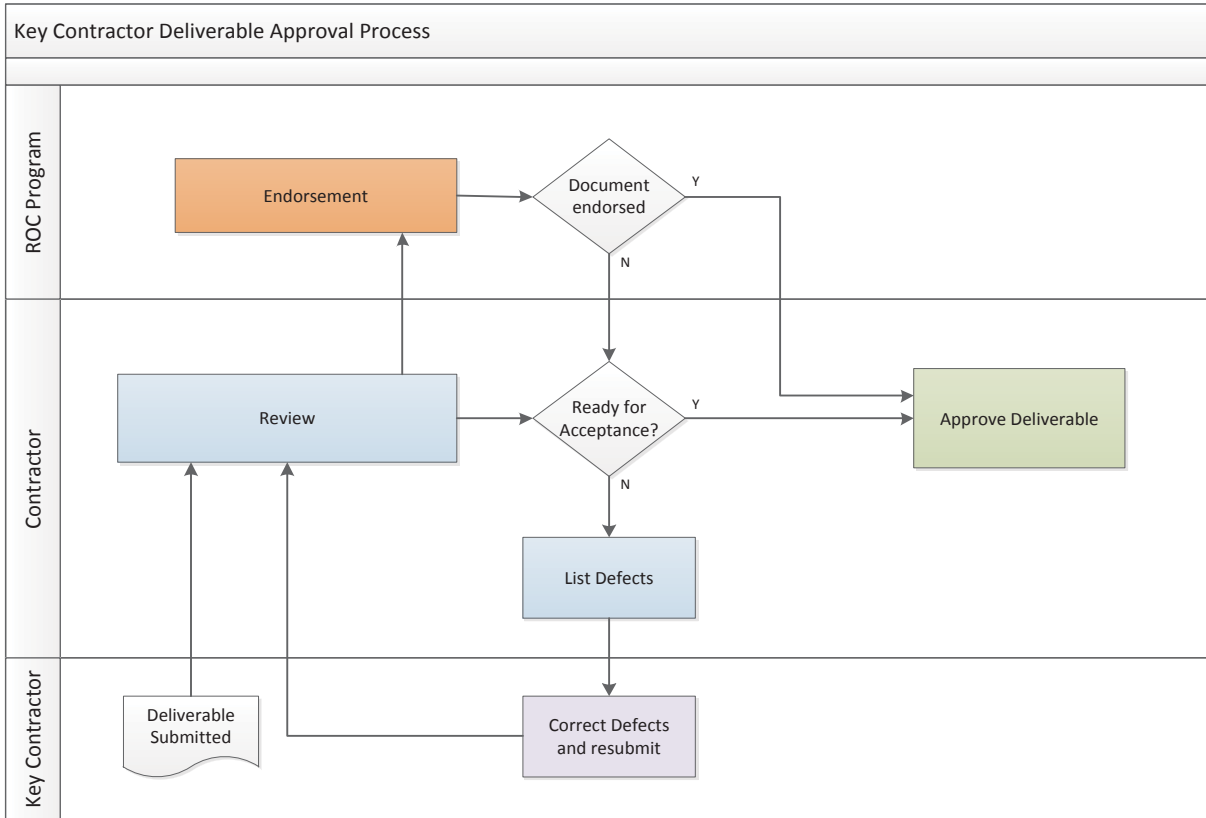
- i) The Deliverable is considered approved once the Defects have been rectified and accepted.

14.1.5. The approval process flow is identified in the following diagram:

Contractor Deliverables:



Key Contractor Deliverables:



14.1.6. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

14.1.7. The Contractor must ensure that the system described in the Detailed Design Documents:

- a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
- b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
- c) does not negatively impact the performance or functionality of any part of the Customer Environment, including the Customer’s current solution.

14.1.8. Subject to section 14.1.7, the Customer (or its nominee) must review a Deliverable submitted during the Customer Contract in accordance with the Additional Conditions.

14.1.9. For the purposes of the Customer Contract the ‘Contract Specifications’ for the Solution will be the Requirements.

14.1.10. The Contractor agrees that any review, comment, approval, endorsement or election or failure to review, comment, approve, endorse or elect on the part of the Customer (or its nominee) under the Customer Contract:

- a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the Detailed Design;
- b) does not limit or affect the provision of the Contractor warranties or indemnities;
- c) does not constitute any expressed or implied representation, election, waiver or acquiescence on the part of the Customer;
- d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
- e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

14.2. Change Request

14.2.1. If:

- a) during the term of the Customer Contract the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Requirements (**Requirements Variation**); and
- b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

14.2.2. If:

- a) the Contractor is entitled to give the Customer a Change Request under section 14.2.1; and
- b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits a Deliverable,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

14.3. Summary Table of Deliverables

(Note:all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and the Build Phase and documented in the draft Project Schedule)

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Release 1 Detailed Design Technology Deliverables				
WBS 1	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 2	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 3	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 4	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 5	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 6	Project Communication Plan for Release 1	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 7	Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 8	Release 1 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 9	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 10	Release 1 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 11	Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 12	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 13	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 14	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 15	Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 16	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 17	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Detailed Design Transformation and Change Deliverables				
WBS 18	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 19	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 20	Change Impact Analysis (Release 1)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 21	Release 1 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Technology Deliverables				
WBS 22	Updated High Level Solution design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 23	Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 24	Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 25	Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 26	Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 27	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 28	Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 29	Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 30	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 31	Release 2 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 32	ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 33	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 34	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 35	Release 2 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 36	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 37	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 38	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Transformation and Change Deliverables				
WBS 39	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 40	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 41	Change Impact Analysis (Release 2)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 42	Release 2 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 3 Interim Detailed Design Technology Deliverables				
WBS 43	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 44	Release 3 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 45	Release 3 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 46	Release 3 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 47	Release 3 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 48	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 49	Release 3 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 50	Release 3 Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 51	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 52	Release 3 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 53	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 54	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 55	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 56	Release 3 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 57	Release 3 Master Test Plan Draft	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 58	Requirements Traceability Matrix updated for Release 3	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 59	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 60	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 61	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 62	Change Impact Analysis (Release 3)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 63	Release 3 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Build Deliverables				
WBS 64	Interface Design Specification – one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 65	Updated Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 66	Updated Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 67	Updated Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 68	Updated Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 69	Updated Project Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 70	Updated Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 71	Updated Release 1 Data Technical Analysis Output (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 72	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 73	Updated Release 1 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 74	Updated Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 75	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 76	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 77	Updated Release 1 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 78	Updated Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 79	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 80	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Build Deliverables				
WBS 81	Interface Design Specification - one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 86	Updated ROC Technology Vendor Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 92	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 93	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 95	Updated Release 2 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Management Deliverables				
WBS 98	Preparation of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 99	Validation and loading of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 100	Development of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 101	Unit testing of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 102	Preparation of a delivery statement	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Profiling Deliverable				
WBS 103	ROC Release 1 – Data Profiling Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Configuration Deliverables – REM Configuration activities				
WBS 104	System Deliverable 1 – an environment populated with a clean set of configured data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 105	System Deliverable 2 – a validated instance of the REM Base Configuration	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Unit Testing / System Testing Phase				
WBS 106	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 107	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 108	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 109	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 110	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables - System Acceptance Testing (SAT)				

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 111	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 112	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – System Integration Testing (SIT)				
WBS 113	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 114	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 115	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 116	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 117	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Load and Performance Testing				
WBS 118	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 119	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 120	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 121	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 122	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 123	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 124	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 125	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 126	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 127	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 128	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 129	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 130	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 131	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 132	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverable – Operational Acceptance Testing (OAT)				
WBS 133	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Unit Testing / System Testing				
WBS 134	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 135	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 136	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 137	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 138	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – System Integration Testing (SIT)				
WBS 141	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Release and Deployment Deliverables				
WBS 162	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 163	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Detailed Design (R1-T2) Phase				
WBS 167	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 168	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 169	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 170	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 176	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 177	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 178	Updated Release 1 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 179	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
MDAM Feasibility Deliverable (End to End Management Services)				
WBS 180	Mobile Device Application Management Whitepaper	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 Build Phase Deliverables				
WBS 181	Interface Design Specification per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 182	Updated Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 183	Updated Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 184	Updated Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 185	Updated Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 186	Updated Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 187	Master Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 188	Updated Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 189	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 190	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 191	Updated Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 192	Updated Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 193	Updated Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 194	Updated TIBCO Interface Design Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 195	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 196	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
IMS Remediation – Build Phase Deliverables				
WBS 197	Interface Design Specification per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 198	Updated Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 199	Updated Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 200	Updated Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 201	Updated Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 202	Updated Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 203	Updated Master Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 204	Updated Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 205	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 206	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 207	Updated System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 208	Updated Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 – T2 Testing Phase –System Testing Phase				
WBS 209	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 210	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 211	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 212	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – System Acceptance Testing				
WBS 213	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 214	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – System Integration Testing				
WBS 215	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 216	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 217	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 218	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 219	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Load and Performance Testing				
WBS 220	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 221	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 222	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 223	Work Load Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 224	Test Scripts	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 225	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 226	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – User Acceptance Testing (UAT)				
WBS 227	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 228	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 229	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 230	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 231	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Enterprise Release Management (ERM) Regression				

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 232	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 233	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 234	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Operational Acceptance Training (OAT)				
WBS 235	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Security Testing				
WBS 236	Test Recommendation Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation – Testing Phase –System Testing Phase				
WBS 237	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 238	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 239	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 240	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 241	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation– Testing Deliverables – System Integration Testing				
WBS 242	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 243	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 244	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 245	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 246	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation – Testing Deliverables – Load and Performance Testing				
WBS 247	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 248	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 249	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 250	Work Load Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 251	Test Scripts	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 252	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 253	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Release and Deployment Deliverables				
WBS 254	Review Implementation Review Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 255	Handover to Support Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

14.4. Contract Period

14.4.1. The Commencement Date is the date as stated in the General Order Form with a contract expiry as specified in Item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

14.5. Exclusions

14.5.1. Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables:

- a) Operational Visual Display System (OVDS);
- b) software licensing for IMS, DTTS and CIMS;
- c) business analytics and intelligence products:
 - i. business analytics has not been included in the scope of the Contractor's Services or Deliverables.
- d) safety assurance;
 - i. The Contractor will work with the Customer to support safety assurance activities, but accountability remains with the Customer. See document titled Implementation Strategy - Sydney Trains Rail Operations Centre section 10 (Safety Assurance) for further clarification.
- e) master data management in source systems;
 - i. As per the BAFO, master data management in source systems, (including data analysis, data cleansing, and data conversion & migration) is excluded.
- f) procurement of TIBCO licences.

14.6. General Assumptions

14.6.1. Program Assumptions

- a) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- b) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Key Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- c) The Contractor is not responsible for resolving data quality issues and the Key Contractor(s) will be contracted directly by the Customer as required (NB the Contractor is to exhaust all options before escalation).
- d) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Key Contractor(s) and will have the necessary commercial agreements in place for the duration of the Project.
- e) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- f) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.
- g) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- h) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or Deliverables associated with this engagement.
- i) The software supplied by the Key Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- j) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- k) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- l) Any information reasonably requested by the Contractor to Key Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in Change Requests.

- m) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- n) The Customer will work with Key Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the Project Schedule including testing of the solution.
- o) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- p) If any dependent projects are added to the Project scope there could be additional effort incurred and a corresponding Change Request raised.
- q) OCM change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Key Contractor assisting within the existing framework as set out by the Customer.
- r) The site and system environment for deploying the system will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of voice mail messages.
- s) In case of missing systems to be integrated, simulation devices are accepted as valid verification methods regarding the system functionality.
- t) All Deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- u) Prior to the start of each stage the detailed planning, Deliverables, resources and entry and exit criteria have been agreed by all parties.
- v) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- w) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- x) The Project plan and associated services estimates are subject to the agreement of the PIPP and other associated Order Documents.
- y) Any key Customer Project dependencies must be completed within the agreed timeline.
- z) The Customer's reasonable endeavours to work with the Key Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- aa) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in Detailed Design Phase workshops.
- bb) Rescheduling of workshops by the Customer that result in delays to the Project could result in Change Requests.
- cc) The responsibilities for delivery of Services and Deliverables will be as listed in the sections above.
- dd) For the Change Impact Analysis Deliverable, a baseline for each dimension will be provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- ee) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.
- ff) The following Customer Supplied Items will be available in respect of R1-T2. The timeframes for these Customer Supplied Items are detailed in the attached Project Schedule (refer to Appendix F):
 - a.the Detailed Technology Business Requirements Specification (DTBRS) (including System Use Cases);
 - b.the Solution Architecture Design (SAD);
 - c.business processes and work instructions; and

- d.business scenarios.
- gg) Representatives from the following project streams will be available to attend all workshops:
 - a. Technology – suitable representatives with knowledge of the DTBRS and the SAD;
 - b. Transformation and Change – a representative for the Business Processes and Work Instructions; and
 - c.Solution Integration – a representative for the Business Scenarios.

14.6.2. Technical Assumptions

The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- a) Implementation of DTTS, IMS and CIMS will leverage ‘Out of the Box’ features as much as possible and minimise the need for Configuration and Customisation.
- b) The target state architecture is based on the Level 1 and 2 ‘To Be’ business processes as defined in the document titled ‘Concept of Operations’ (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- c) All references to “interface” refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Key Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- g) As a minimum, the Customer will manage and provide the necessary environments for the ROC Program, (the Technology Environment Management Strategy document will provide a definitive list).
- h) The Contractor will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.
- i) The Customer will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Key Contractor;
 - ii. ‘System Acceptance Testing’ environment;
 - iii. ‘System Integration Testing’ environment; and
 - iv. ‘User Acceptance Testing’ environment.
- j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- k) Master data required for building the system’s production configuration is available and structured and in a state to be loaded into the Key Contractor’s solutions without rework.
- l) SMEs familiar with the data layout, its meaning and purpose are available and support the data import process.
- m) The Customer’s common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified

for third party development as per the proposed BI reporting solution in the High Level Solution Design.

- n) Subject to section 15.9, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

15. Project Management

15.1. Advice and knowledge transfer

Subject to the exclusions in section 14.5, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

15.2. Contractor assistance

If requested, the Contractor must participate in all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- a) that the Requirements, are accurate and complete; and
- b) the Contractor's proposed solution.

15.3. Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

15.4. Risk management

15.4.1. As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- b) includes delivery risks,

(Issues Register).

15.4.2. The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Commencement Date.

15.4.3. As at the date the Contractor provides a draft of the Issues Register under section 15.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

15.4.4. The Contractor must report to the Customer:

- a) any issues or risks (including any delivery risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- b) any change in the status of the delivery risks, immediately on becoming aware of that change in status.

15.5. Cooperation with Key Contractors

15.5.1. The Contractor must, at no additional cost to the Customer:

- a) coordinate and cooperate with the Key Contractors in relation to the Project;
- b) without assuming any liability for the contents of a Key Contractor's Detailed Design documents, provide all assistance and cooperation reasonably required by the Key Contractors;
- c) comply with all other requests of the Key Contractors to the extent relevant to the Key Contractors' services or deliverables;
- d) not delay or interfere with the performance of the Key Contractors' services or deliverables in relation to the Project;
- e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to Key Contractors' services or deliverables in relation to the Project; and
- f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

15.6. Communication with Key Contractors:

15.6.1. The Contractor must not, without the Customer's prior written consent:

- a) give a Key Contractor a direction or instruction which will or is likely to vary the Key Contractor's scope in relation to the Project;
- b) give a Key Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Key Contractor in relation to the Project;
- c) give a Key Contractor a direction or instruction which will or is likely to delay the time that the Key Contractor is obliged to complete its services or deliverables in relation to the Project;
- d) accept directions or instructions from any Key Contractor in relation to the Contractor's services or the deliverables; or
- e) consent to any waiver, release, variation or reduction to or of any obligation of any Key Contractor in relation to the Contractor's services or deliverables.

15.6.2. The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and a Key Contractor, or between Key Contractors, in connection with the Project.

15.7. Not used

15.8. Disputes between the Contractor and Key Contractors

15.8.1. The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with a Key Contractor by discussion and negotiation without the Customer's involvement.

15.8.2. Where the Contractor has notified the Customer under section 15.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.

15.8.3. The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.

15.8.4. The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

15.9. Reliance on Key Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Key Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

15.10. Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

15.11. Delivery Address

The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.

16. Customer Supplied Items (CSI) and Customer Obligations

16.1. Overview

16.1.1. Subject to section 16.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Commencement Date:

- a) project scope (as documented in the architecture blueprint);
- b) functional requirements (as provided in the RFP);
- c) non-functional requirements (as provided in the RFP);
- d) draft Implementation & Maintenance Phase PIPP;
- e) system security requirements;
- f) data management strategy;
- g) project concept and review;
- h) architecture blueprint;
- i) systems impacted (existing);
- j) interface specifications (where available);
- k) technical policies and standards;
- l) draft Procure IT (the Customer Contract and this PIPP);
- m) ROC organisation structure;
- n) ROC program high level roadmap;
- o) draft ROC program test management framework;
- p) current processes;
- q) concept of operations;
- r) Transformation and Change Requirements v4.1;
- s) ROC Systems Assurance and Planning Framework documents; and
- t) ROC Data Architecture High-Level Strategy.

16.1.2. Pursuant to Change Request 5, the Customer will provide the following Customer Supplied Items to the Contractor as set out in the Project Schedule (refer to Appendix F):

- a) the Detailed Technology Business Requirements Specification (DTBRS) (including System Use Cases);
- b) the Solution Architecture Design (SAD);
- c) business processes and work instructions; and

- d) business scenarios.

The Customer must:

- a) provide the High Level Solution Designs provided by the Key Contractors;
- b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor’s obligations under this PIPP;
- e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project;
- f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP; and
- g) provide copies of relevant parts of contracts with Key Contractors in accordance with clause 18.3 of Module 13A (a clause added to Module 13A under the Additional Conditions).

16.1.4. The Parties acknowledge and agree that the Customer Supplied Items (CSI) are those items specified in sections 16.1.1, 16.1.2 and 16.2.

16.2. CSI Facilities and Equipment

16.2.1. The Customer has provided the following CSI, subject to the following conditions:

- a) desktop equipment for the agreed number of Contractor’s Personnel working on Site, subject to the Customer’s consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- b) ability to map network drives to enable Project documents to be stored on the Customer’s LAN / Documents Management System;
- c) internet access from each desktop to access the Contractor’s webmail and intranet ;
- d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor’s Australian offices;
- e) including the following activities, tasks, functions and responsibilities and supply the following items:

#	Item	Description
1.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer’s network.

16.3. CSI verification

16.3.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.

16.3.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was

provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.

16.3.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

16.4. Personnel

- 16.4.1. The Contractor must ensure that each member of the Contractor’s Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 16.4.2. Any of the Contractor’s Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 16.4.3. The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 16.4.4. Nothing in Appendix B affects the scope of the obligations of either party as described in this PIPP.

16.5. Subcontractors

16.5.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

16.6. Approval by the Customer

- 16.6.1. Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with section 9 of the Additional Conditions.
- 16.6.2. The Customer’s approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

17. Payment Plan

17.1. Contract Price

- 17.1.1. Not used.
- 17.1.2. The Contract Price for the Contractor to complete all Services and Deliverables under this Customer Contract as varied up to and by Change Request 7 is [REDACTED] (ex GST). This is payable in the instalments at successful completion of each of the milestones set out in the table below.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			

Deliverable	Price per Unit	Quantity	Extended Price
28 August monthly milestone		1	
25 September monthly milestone		1	
30 October monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 1		1	
	Sub-Total:		
	Any Other Charges:		
	Total (Excl. GST)		
	GST:		
Price (including GST)	Total Amount:		

Release 2 Detailed Design

4 December 2015 monthly milestone		1	
15 January 2016 monthly milestone		1	
19 February 2016 monthly milestone		1	
18 March 2016 monthly milestone		1	
Change Request 3			
30 April 2016 monthly milestone		1	
30 May 2016 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 2		1	
Change Request 5			
*Residual payment adjustment for Acceptance of Detailed Design Deliverables for Release 2			
*CR1 included [REDACTED] for Release 2 DD and CR3 added an additional [REDACTED] for Release 2 DD			
The total of these changes is [REDACTED] and the agreed Ajilon proposal for Release 2 DD was [REDACTED] hence the reduction of [REDACTED] is required.			
		Sub-Total (being [REDACTED] as per above, less [REDACTED] for Release 2 Detailed Design adjustment):	[REDACTED]
Any Other Charges			N/A
Total (Excl. GST)			[REDACTED]
GST:			[REDACTED]
Price (including GST)	Total Amount:		[REDACTED]
R1-T2 Detailed Design			

Deliverable	Price per Unit	Quantity	Extended Price
Change Request 5 (R1-T2 Detailed Design)			
31 March 2017 monthly milestone	████████	1	████████
30 April 2017 monthly milestone	████████	1	████████
31 May 2017 monthly milestone	████████	1	████████
R1-T2 Detailed Design successfully completed	████████	1	████████
		Sub-Total:	
Any Other Charges:			
		Total (Excl. GST)	
		GST:	
Price (including GST)		Total Amount:	
Release 3 Detailed Design			
Change Request 4 (Interim Release 3 Detailed Design)			
31 August 2016 interim monthly milestone	████████	1	████████
30 September 2016 interim monthly milestone	████████	1	████████
31 October 2016 interim monthly milestone	████████	1	████████
Change Request 5 (Interim Release 3 Detailed Design (DTTS))			

Deliverable	Price per Unit	Quantity	Extended Price
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	
Release 3 Detailed Design successfully completed		1	
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	
Any Other Charges:			
		Total (Excl. GST)	
		GST:	
Price (including GST)		Total Amount:	
Implementation (Release 1) Phase			

Deliverable	Price per Unit	Quantity	Extended Price
Change Request 1 (Interim Implementation (Release 1) Phase)			
30 November 2015	[REDACTED]	1	[REDACTED]
18 December 2015*	[REDACTED]	1	[REDACTED]
29 January 2016	[REDACTED]	1	[REDACTED]
29 February 2016	[REDACTED]	1	[REDACTED]
Change Request 3			
31 March 2016 monthly milestone	[REDACTED]	1	[REDACTED]
30 April 2016 monthly milestone	[REDACTED]	1	[REDACTED]
31 May 2016 monthly milestone	[REDACTED]	1	[REDACTED]
30 June 2016 monthly milestone	[REDACTED]	1	[REDACTED]
31 July 2016 monthly milestone	[REDACTED]	1	[REDACTED]
Change Request 4 (Implementation (Release 1) Phase)			
31 August 2016 monthly milestone	[REDACTED]	1	[REDACTED]
30 September 2016 interim monthly milestone	[REDACTED]	1	[REDACTED]
31 October 2016 interim monthly milestone	[REDACTED]	1	[REDACTED]

Deliverable	Price per Unit	Quantity	Extended Price
Change Request 5			
Release 1 Build successfully completed (29 June 2016)		1	
Release 1 SIT successfully completed (16 September 2016)		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
Release 1 User Acceptance Testing (UAT) successfully completed (anticipated 1 November 2016)		1	
30 November 2016 monthly milestone		1	
Release 1 Deployment successfully completed (anticipated 10 December 2016)		1	
Post Implementation Verification (PIV) successfully completed		1	
		Sub-Total:	
*18 December is Christmas close down date for the ROC Program			
		Any Other Charges:	
		Total (Excl. GST)	
		GST:	
Price (including GST)		Total Amount:	



Deliverable	Price per Unit	Quantity	Extended Price
Implementation (Release 2) Phase			
Change Request 4 (Interim Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
Change Request 5 (Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
Release 2 Build successfully completed (anticipated 31 March 2017)		1	

Deliverable	Price per Unit	Quantity	Extended Price
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	
		Any Other Charges	
		Total (Excl. GST)	
		GST	
Price (including GST)		Total Amount:	
Release 1 – T2 Implementation Phase			
Change Request 7 (Implementation (R1-T2-R2) Phase)			
Milestone: TIBCO Build Complete (Due Date: 30 September 2017)		1	
Milestone: SIT Entry Criteria met (Due Date: 30 October 2017)		1	
Milestone: System Integration Test Complete (Due Date: 8 January 2018)		1	
Milestone: As Built Documentation (Due Date: 19 February 2018)		1	
Milestone: User Acceptance Test		1	

Deliverable	Price per Unit	Quantity	Extended Price
Complete (Due Date: 20 February 2018)			
Milestone: Go Live (Due Date: 11 March 2018)		1	
Milestone: Handover to Support Complete (Due Date: 11 April 2018)		1	
			Sub-Total:
Any Other Charges			
			Total (Excl. GST)
			GST
Price (including GST)			Total Amount:
IMS Remediation Phase			
Change Request 7 (Implementation (Release 1 – Tranche 2) Phase)	Milestone Date		
Milestone: Signing of Change Request 7 (Due Date: 16 June 2017)		1	
Milestone: Configuration Completion (Due Date: 31 July 2017)		1	
Milestone: SIT Entry Criteria met		1	

Deliverable	Price per Unit	Quantity	Extended Price	
(Due Date: 31 August 2017)				
Milestone: System Integration Test Complete (Due Date: 23 October 2017)	██████████	1	██████████	
Milestone: As Built Documentation (Due Date: 20 November 2017)	██████████	1	██████████	
			Sub-Total:	
				Any Other Charges
				Total (Excl. GST)
				GST
				Total Amount:
Price (including GST)				
Support Services				
Provision of Program Maintenance for Release 1	██████████ per month	12	██████████	
Provision of 'heightened' Program Maintenance for Release 1	██████████	2	██████████	
			Total (Excl. GST)	
			GST	
			Total Amount:	
Price (including GST)				


Deliverable	Price per Unit	Quantity	Extended Price
Additional Services (obtained in relation to various Phases)			
Change Request 2			
(Extension of T&M under CR2)			
Change Request 3			
(Extension of T&M under CR3)			
Change Request 4			
Extension of Organisational Design Support to 2 September 2016			
Extension of Data Configuration to 10 December 2016			
Provision of Data Management Services to 31 October 2016			
Provision of Integrated Support to 14 October 2016			
Change Request 5			
Transition Services			
Cross Stream Testing Services			
Change Request 5			
		Total (Excl. GST)	
		GST	

Deliverable	Price per Unit	Quantity	Extended Price
Price (including GST)	Total Amount:		
Contract Price			
Detailed Design Release 1			
Detailed Design Release 2			
Detailed Design Release 3			
Detailed Design R1-T2			
Implementation Release 1			
Implementation Release 2			
Implementation Release 1 – T2			
IMS Remediation			
Support Services			
Additional Services			
Total Contract Price (ex GST)			

17.2. Payment

- 17.2.1. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 17.1.
- 17.2.2. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

17.3. Liquidated Damages

- 17.3.1. Item 21 of the General Order Form confirms that liquidated damages apply.
- 17.3.2. The Milestone which is the LD Obligation (and the due date for its completion) is to be agreed between the parties under Change Request 8.
- 17.3.3. The amount of liquidated damages for the purposes of Item 21 of the General Order Form is  per day.
- 17.3.4. The maximum number of days for which liquidated damages are payable is a maximum of 21 days after the LD Obligation Date.

17.3.5. The Contract Price above is the total Contract Price for the Project. Where the parties agree that any additional or changed scope of work under a Change Request, the Parties agree that the rates set out below apply. The rates below are valid until 30 June 2017. The Parties agree to negotiate in good faith revised rates for any such work beyond 30 June 2017. All amounts below are expressed on a GST exclusive basis.

Period 1: July 1st 2014 – June 30th 2015

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum	██████	██████
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum	██████	██████
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	██████	██████
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum	██████	██████
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum	██████	██████
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum	██████	██████
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum	██████	██████
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum	██████	██████
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum	██████	██████
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum	██████	██████
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum	██████	██████
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years	██████	██████

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum	██████	██████
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum	██████	██████
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum	██████	██████
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	██████	██████
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum	██████	██████
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	██████	██████
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum	██████	██████
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum	██████	██████
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.	██████	██████
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum	██████	██████
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum	██████	██████
Database Administrator	Administration of Databases - 3 years experience minimum	██████	██████
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum	██████	██████
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum	██████	██████
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum	██████	██████
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum	██████	██████
Rail Systems Expert	10+ years experience in rail operational control systems	██████	██████

Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum	██████	██████
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum	██████	██████
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	██████	██████
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum	██████	██████
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum	██████	██████
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum	██████	██████
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum	██████	██████
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum	██████	██████
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum	██████	██████
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum	██████	██████
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum	██████	██████
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum	██████	██████
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum	██████	██████
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a	██████	██████

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum	██████	██████
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	██████	██████
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum	██████	██████
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	██████	██████
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum	██████	██████
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum	██████	██████
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.	██████	██████
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum	██████	██████
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum	██████	██████
Database Administrator	Administration of Databases - 3 years experience minimum	██████	██████
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum	██████	██████
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum	██████	██████
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum	██████	██████
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum	██████	██████
Rail Systems Expert	10+ years of Rail System specific experience	██████	██████

Period 3: July 1st 2016 – June 30th 2017

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
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Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum	██████	██████
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum	██████	██████
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	██████	██████
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum	██████	██████
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum	██████	██████
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum	██████	██████
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum	██████	██████
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum	██████	██████
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum	██████	██████
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum	██████	██████
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum	██████	██████
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum	██████	██████
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum	██████	██████
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum	██████	██████

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum	██████	██████
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	██████	██████
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum	██████	██████
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	██████	██████
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum	██████	██████
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum	██████	██████
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.	██████	██████
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum	██████	██████
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum	██████	██████
Database Administrator	Administration of Databases - 3 years experience minimum	██████	██████
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum	██████	██████
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum	██████	██████
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum	██████	██████
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum	██████	██████
Rail Systems Expert	10+ years of Rail System specific experience	██████	██████

Period 4: July 1st 2017 – June 30th 2018

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum	██████	██████

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum	██████	██████
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	██████	██████
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum	██████	██████
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum	██████	██████
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum	██████	██████
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum	██████	██████
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum	██████	██████
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum	██████	██████
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum	██████	██████
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum	██████	██████
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum	██████	██████
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum	██████	██████
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum	██████	██████
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum	██████	██████

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	██████	██████
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum	██████	██████
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	██████	██████
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum	██████	██████
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum	██████	██████
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.	██████	██████
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum	██████	██████
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum	██████	██████
Database Administrator	Administration of Databases - 3 years experience minimum	██████	██████
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum	██████	██████
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum	██████	██████
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum	██████	██████
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum	██████	██████
Rail Systems Expert	10+ years of Rail System specific experience	██████	██████

18. Governance

18.1. Authorised Representatives

18.1.1. For the purposes of the Customer Contract:

- a) the Customer's Authorised Representative is Tony Eid (or delegate as notified by the Customer to the Contractor from time to time); and
- b) the Contractor's Authorised Representative is Steve Keenaghan.

18.2. Management committee

18.2.1. For the purposes of the Customer Contract the following are members of the management committee:

- a) Geoff Howard (or delegate);
- b) Jason Galer; and
- c) Steve Keenaghan

18.2.2. The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

18.3. Management committee function

18.3.1. The function that the management committee is to:

- a) review and monitor progress under the Customer Contract; and
- b) carry out any other functions stated in Item 16 of the General Order Form.

18.4. Management committee meetings

The management committee must meet no less than once a month during the Project at the times and locations specified by the Customer.

18.5. Management committee progress report

18.5.1. The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 18.4, provide the Customer with a progress report which at a minimum should include:

- a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- d) draft updates of relevant parts of the Contract Specifications;
- e) any new Change Requests or Contract Variations (if applicable);
- f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements Release 1, Release 2, Release 3 and R1-T2

The Initial Requirements for each Release are the Customer's requirements set out in the High Level Business Requirements document.

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Customer relationship management between Customer and the System Integrator Directs the implementation of the project activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Programme Manager	<ul style="list-style-type: none"> Senior Manager responsible and accountable for overseeing Project activities Manage project deliverables to achieve customer outcomes Identify risks and mitigation strategies.
Conrad Kerin	Senior Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies.
Ayman Sidky	Senior Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies.
Chris Johnstone	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
Sri Kumar Nair	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Clare Partridge	Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Manage risks and mitigation strategies. Report on project progress Support management of project logistics
Bryce Jackwitz	Transition Manager	<ul style="list-style-type: none"> Manage Release activities Develop and Implement the Handover to Support Plan
Solon Kypridemos	Senior Business Analyst	<ul style="list-style-type: none"> Understand and define detailed business and system requirements and define business processes to be supported
Debra Dodd	Test Lead	<ul style="list-style-type: none"> Coordinating of testing activities
Dimitriy Zhiltsov	Test Lead	<ul style="list-style-type: none"> Coordinating of testing activities

Malcolm Jones	Test Manager	<ul style="list-style-type: none"> Managing and overseeing of all testing activities
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

2Customer roles and responsibilities

Name	Role	Responsibility
Geoff Howard	Program Director	Management of the Program
Katherine Wilson	Lead Architect	Oversight of Technical Design for ROC Program
Jason Galer	ROC Commercial Manager	Oversight of Commercial negotiations and management of ROC Agreements
Scott Kardash	Delivery Project Manager	Project Management of ROC Key Contractors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Sydney Trains Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Project Schedule

See Project Schedule documents embedded here.



ROC Master DTTS
Schedule DRAFT v1.0



ROC - DP1 and DP2
Deliverables List V111

ROC Releases 1 and 2
Schedule Level 2 - Work starting in the next two weeks

ID	OL	Task Name	Work	Duration	Start	Finish	% Complete	Total Slack	Predecessors	Successors	Qtr 3, 2016												
											May			July			September			November			Janu
											B	E	M	B	E	M	B	E	M	B	E	M	B
0	0	ROC Master DTTS Schedule DRAFT v1.0	1,680.33 d	165 d	Mon 18/07/16	Tue 21/03/17	12%	0 d															
1	1	Delivery Project 3 (DTTS)	1,680.33 d	165 d	Mon 18/07/16	Tue 21/03/17	12%	0 d															
2	2	Dependencies	0 d	157 d	Mon 18/07/16	Fri 10/03/17	0%	8 d															
3	3	From: SI Vendor	0 d	0 d	Fri 16/09/16	Fri 16/09/16	100%	0 d															
11	3	From: Sydney Trains	0 d	157 d	Mon 18/07/16	Fri 10/03/17	0%	8 d															
12	4	ST DEPO01: DTBRS Draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d													435,479,282,.		
13	4	ST DEPO02: DTBRS Draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d													284,295,306,.		
14	4	ST DEPO03: DTBRS Final Draft	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d													308,319,382,.		
15	4	ST DEPO04: DTBRS Final Approved	0 d	0 d	Fri 10/03/17	Fri 10/03/17	0%	8 d													195S,295S		
16	4	ST DEPO05: SAD Draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	58 d	12SS												435,489,378		
17	4	ST DEPO06: SAD Draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	30 d	13SS												437,380		
18	4	ST DEPO07: SAD Final Draft	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d	14SS												308,319,382,.		
19	4	ST DEPO08: SAD Final Approved	0 d	0 d	Fri 10/03/17	Fri 10/03/17	0%	8 d	15SS												422,435,21FS		
20	4	ST DEPO09: Project Delivery 3 Concept of Operations Draft	0 d	0 d	Tue 9/08/16	Tue 9/08/16	100%	0 d													22FS+13 d,44		
21	4	ST DEPO10: Project Delivery 3 Concept of Operations 2 draft	0 d	0 d	Tue 20/09/16	Tue 20/09/16	100%	0 d	20FS+31 d												60 d 21FS+13 d		
22	4	ST DEPO11: Project Delivery 3 Concept of Operations Final	0 d	0 d	Mon 10/10/16	Mon 10/10/16	0%	60 d	21FS+13 d												308,427,439,.		
23	4	ST DEPO12: PCAR Draft	0 d	0 d	Mon 18/07/16	Mon 18/07/16	100%	0 d													489		
24	4	ST DEPO13: PCAR Final	0 d	0 d	Mon 31/10/16	Mon 31/10/16	0%	55 d													308,391,448F		
25	4	ST DEPO14: HLTBR Final	0 d	0 d	Wed 20/07/16	Wed 20/07/16	100%	0 d													391		
26	4	ST DEPO15: To Be Processes Draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d	12SS												467		
27	4	STDEPO16: To Be Processes Draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d	13SS												469		
28	4	ST DEPO17: To Be Processes Final Draft	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d	14SS												479,471,493		
29	4	ST DEPO18: To Be Processes Final Approved	0 d	0 d	Fri 10/03/17	Fri 10/03/17	0%	8 d	15SS														
30	4	STDEPO19: Implementation Strategy Draft	0 d	0 d	Tue 4/10/16	Tue 4/10/16	0%	53.75 d													31,388		
31	4	ST DEPO20: Implementation Strategy Final (Sol Int)	0 d	0 d	Mon 31/10/16	Mon 31/10/16	0%	55 d	30												391,402		
32	4	ST DEPO21: Train Location Publisher Functional Specification Final	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	36 d															
33	4	ST DEPO22: Concept of Operations Detailed Vision	0 d	0 d	Fri 2/09/16	Fri 2/09/16	100%	0 d													231FS+2 d,23		
34	4	STDEPO23: ST Human Factors Review Completed	0 d	0 d	Fri 9/12/16	Fri 9/12/16	0%	62 d	13FS-3 d														
35	2	Work Stream: Governance	326 d	163 d	Wed 20/07/16	Tue 21/03/17	0%	0 d															
36	3	Project Governance	326 d	163 d	Wed 20/07/16	Tue 21/03/17	0%	0 d	38SS,357FF														
37	2	Work Stream: Initiation Phase	0 d	18 d	Wed 20/07/16	Fri 12/08/16	100%	0 d															
38	3	Kick Off Meeting	0 d	2 h	Wed 20/07/16	Wed 20/07/16	100%	0 h													41,36SS		
39	3	Initiation Workshops	0 d	13.75 d	Tue 26/07/16	Fri 12/08/16	100%	0 d															
40	4	Workshops	0 d	7.25 d	Tue 26/07/16	Thu 4/08/16	100%	0 d															
47	4	MIL: ST - Initiation Workshops Completed	0 d	0 d	Thu 4/08/16	Thu 4/08/16	100%	0 d	46												217FS+5.5 d,4		
48	4	Milestones - Initiation Artefacts (Draft)	0 d	5 d	Fri 5/08/16	Fri 12/08/16	100%	0 d	46														
57	2	Work Stream: Detailed Design	903.1 d	116 d	Mon 8/08/16	Wed 1/02/17	37%	34 d															
58	3	Detailed Design Workshops	903.1 d	116 d	Mon 8/08/16	Wed 1/02/17	37%	34 d													277FF		
59	4	Detailed Design - Business Workshop	11 d	94 d	Mon 29/08/16	Fri 20/01/17	46%	41 d															
113	4	Detailed Design - Technical Workshops	121.1 d	105 d	Mon 8/08/16	Mon 16/01/17	38%	45 d															
216	4	Detailed Design - Functional Workshops	11 d	10 d	Thu 11/08/16	Wed 24/08/16	100%	0 d													366FF		
235	4	Detailed Design - Revised Functional Workshops	760 d	96 d	Mon 5/09/16	Wed 1/02/17	24%	34 d															
236	5	Modified Workshop Plan Prep	169 d	25 d	Mon 5/09/16	Mon 10/10/16	83%	72 d															
247	5	W/S: Full Immersion/Quick start session (Train Controllers)	24 d	3 d	Tue 11/10/16	Thu 13/10/16	0%	34 d	245												248		
248	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, upda	54 d	6 d	Fri 14/10/16	Fri 21/10/16	0%	34 d	247												251FS+1 d,25		
249	5	<i>Content available (F04: Modify and Publish Day Operations Time Table)</i>	0 d	0 d	Fri 21/10/16	Fri 21/10/16	0%	88 d	248												168,169		
250	5	<i>Content available (F06: DOO: Network Control)</i>	0 d	0 d	Fri 21/10/16	Fri 21/10/16	0%	96 d	248														
251	5	W/S: Full Immersion/Quick start session Train/Rail Planners (Passengers and Freight)	27 d	3 d	Tue 25/10/16	Thu 27/10/16	0%	34 d	248FS+1 d												252,255SS+5		
252	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, upda	63 d	7 d	Fri 28/10/16	Mon 7/11/16	0%	34 d	251												253,254,256		
253	5	<i>Content available (F02: Preparation for Day of Operations: Network Constraints)</i>	0 d	0 d	Mon 7/11/16	Mon 7/11/16	0%	78 d	252												174		
254	5	<i>Content available (F03: Preparation for Day of Operations: Create Day of Operations Timetable)</i>	0 d	0 d	Mon 7/11/16	Mon 7/11/16	0%	78 d	252												180		
255	5	W/S: Full Immersion session Signallers (verification of concepts captured by Train Controllers)	0 d	3 d	Tue 1/11/16	Thu 3/11/16	0%	87 d	251SS+5 d														
256	5	W/S: Full Immersion session with Fleet, Yard/Mechanical Controllers (Yard one day only)	0 d	2 d	Tue 8/11/16	Wed 9/11/16	0%	34 d	252												257		
257	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, upda	36 d	4 d	Thu 10/11/16	Tue 15/11/16	0%	34 d	256												259,258		
258	5	<i>Content available: (F07-Fleet: DOO: Fleet and Crew impact)</i>	0 d	0 d	Tue 15/11/16	Tue 15/11/16	0%	72 d	257												186		
259	5	W/S: Full Immersion session with ARTC/CRN Train Controllers/representative	0 d	1 d	Wed 16/11/16	Wed 16/11/16	0%	34 d	257												260		
260	5	W/S: Full Immersion session with Crew	0 d	1 d	Thu 17/11/16	Thu 17/11/16	0%	34 d	259													261	

Project: ROC R1 REM Data Configuration
Status Date: NA

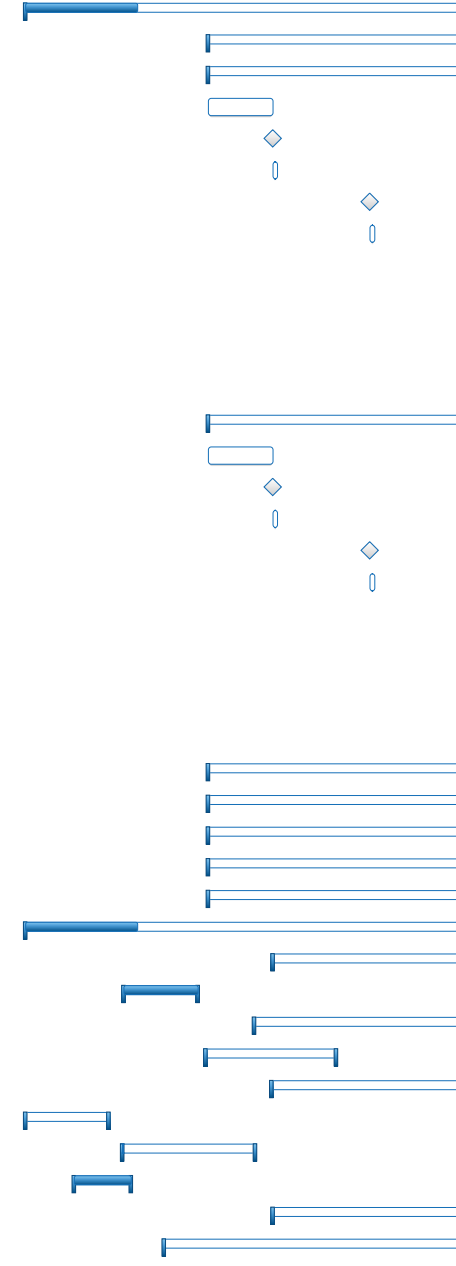
Summary Plan Milestone Plan Task Plan Task Progress

Summary Progress Milestone Achieved Task Plan Critical

ROC Releases 1 and 2

Schedule Level 2 - Work starting in the next two weeks

ID	OL	Task Name	Work	Duration	Start	Finish	% Complete	Total Slack	Predecessors	Successors	Qtr 3, 2016												
											May			July			September			November			Janu
											B	E	M	B	E	M	B	E	M	B	E	M	B
261	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, update	27 d	3 d	Fri 18/11/16	Tue 22/11/16	0%	34 d 260	262,263														
262	5	<i>Content available: (F07-Crew: DOO: Fleet and Crew impact)</i>	0 d	0 d	Tue 22/11/16	Tue 22/11/16	0%	63 d 261	186,187FS+4														
263	5	Details Confirmation Interview (1 day) (RMC) + write up cycle	45 d	5 d	Wed 23/11/16	Tue 29/11/16	0%	34 d 261	264,265														
264	5	<i>Content available: (F08: DOO: Coordinated Responses)</i>	0 d	0 d	Tue 29/11/16	Tue 29/11/16	0%	69 d 263															
265	5	Details Confirmation Interview (1 day) (RMC) + write cycle	45 d	5 d	Wed 30/11/16	Tue 6/12/16	0%	34 d 263	267,266														
266	5	<i>Content available: (F11: System Administration)</i>	0 d	0 d	Tue 6/12/16	Tue 6/12/16	0%	53 d 265	192,193FS+4														
267	5	Details Confirmation Interview (1 day) (RMC) + write cycle	45 d	5 d	Wed 7/12/16	Tue 13/12/16	0%	34 d 265	269,268														
268	5	<i>Content available: F10: Decision Quality Metrics</i>	0 d	0 d	Tue 13/12/16	Tue 13/12/16	0%	59 d 267															
269	5	Details Confirmation Interview (1 day) (RMC) + write cycle	45 d	5 d	Wed 14/12/16	Tue 20/12/16	0%	34 d 267	271,270														
270	5	<i>Content available: F12: Post DOO: Delay Attribution</i>	0 d	0 d	Tue 20/12/16	Tue 20/12/16	0%	41 d 269	204,205,199														
271	5	Details Confirmation Interview (1 day) (RMC) + write cycle	45 d	5 d	Wed 21/12/16	Tue 10/01/17	0%	34 d 269	273,272														
272	5	<i>Content available: (F09: DOO: Alternate Customer Journey Plans)</i>	0 d	0 d	Tue 10/01/17	Tue 10/01/17	0%	49 d 271															
273	5	Final deliverable prep/Playback session with Train Controllers/Rail Planner	45 d	5 d	Wed 11/01/17	Tue 17/01/17	0%	34 d 271	274														
274	5	Final deliverable prep (1)	45 d	5 d	Wed 18/01/17	Tue 24/01/17	0%	34 d 273	275														
275	5	Final deliverable prep (2)	45 d	5 d	Wed 25/01/17	Wed 1/02/17	0%	34 d 274															
276	3	<i>MIL: Final Detailed Design Workshop Complete (workshop only, not write up cycle)</i>	0 d	0 d	Mon 16/01/17	Mon 16/01/17	0%	45 d 109															
277	3	<i>MIL: Detailed Design Workshops Complete (includes documentation write up cycle)</i>	0 d	0 d	Wed 1/02/17	Wed 1/02/17	0%	34 d 58FF															
278	2	Detailed Design Deliverables	451.23 d	165 d	Mon 18/07/16	Tue 21/03/17	3%	0 d															
279	3	Workshop Design Deliverables	233.1 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
280	4	2. Architecture Specification	16.9 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
281	5	DD:2 Arch - Draft Document	4 d	20 d	Wed 5/10/16	Tue 1/11/16	0%	89 d 282FS-20 d															
282	5	<i>DD:2 Arch - Spec draft (progress Checkpoint 1)</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	58 d 9,10,12	283,281FS-20														
283	5	DD:2 Arch - 1st Review	0.5 d	2 d	Wed 2/11/16	Thu 3/11/16	0%	58 d 282	284														
284	5	<i>DD:2 Arch - Spec draft (progress Checkpoint 2)</i>	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	30 d 283,13	285														
285	5	DD:2 Arch - 2nd Review	0.4 d	2 d	Wed 14/12/16	Thu 15/12/16	0%	30 d 284	286														
286	5	<i>DEP: ST - DD:2 Arch - Final Draft Documentation Received (99%)</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d 18,22,24,14,28	287														
287	5	DD:2 Arch - Final Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	8 d 286	288														
288	5	DD:2 Arch - Update Document/ Final Inclusions	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	8 d 287	289,366FF														
289	5	<i>DEL: DTTS DD:2 Arch - Release Architecture Specification for sign off</i>	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	8 d 288	290FS+15 d														
290	5	<i>DEP: ST - DD:2 Arch - Architecture Specification signed off</i>	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d 289FS+15 d															
291	4	3. Functional Specification	15.2 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
292	5	DD:3 Func - Draft Document	4 d	20 d	Wed 5/10/16	Tue 1/11/16	0%	89 d 293FS-20 d															
293	5	<i>DD:3 Func - Spec draft (progress Checkpoint 1)</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	58 d 12	294,292FS-20														
294	5	DD:3 Func - 1st Review	0.4 d	2 d	Wed 2/11/16	Thu 3/11/16	0%	58 d 293	295														
295	5	<i>DD:3 Func - Spec draft (progress Checkpoint 2)</i>	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	30 d 294,13	296														
296	5	DD:3 Func - 2nd Review	0.4 d	2 d	Wed 14/12/16	Thu 15/12/16	0%	30 d 295	297														
297	5	<i>DEP: ST - DD:3 Func - Final Draft Documentation Received (99%)</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d 18,14,296	298														
298	5	DD:3 Func - Final Review	0.4 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	8 d 297	299														
299	5	DD:3 Func - Update Document/ Final Inclusions	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	8 d 298	300,366FF														
300	5	<i>DEL: DTTS DD:3 Func - Release Functional Specification for sign off</i>	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	8 d 299	301FS+15 d														
301	5	<i>DEP: ST - DD:3 Func - Functional Specification signed off</i>	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d 300FS+15 d															
302	4	4. Non-Functional Design	20 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
313	4	5. Integration Specification	20 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
324	4	8. Detailed Technical Analysis Output	20 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
335	4	16. Updated Product Gap Analysis	121 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
346	4	18. Updated Requirements Traceability Matrix	20 d	101 d	Wed 5/10/16	Thu 9/03/17	0%	8 d															
357	3	Common Deliverables	218.13 d	165 d	Mon 18/07/16	Tue 21/03/17	5%	0 d	498FF,366FF														
358	4	1. Updated High Level Solution Design	21 d	81 d	Wed 2/11/16	Thu 9/03/17	0%	8 d															
369	4	6. Communications Plan	9.25 d	24.25 d	Mon 29/08/16	Fri 30/09/16	99%	110.25 d															
375	4	7. Data Management Plan	16 d	87 d	Tue 25/10/16	Thu 9/03/17	0%	8 d															
387	4	9. Technology Implementation Strategy	15.25 d	40.25 d	Tue 4/10/16	Tue 29/11/16	0%	53.75 d															
395	4	10. Technology Implementation Plan	21.25 d	81.75 d	Tue 1/11/16	Thu 9/03/17	0%	8 d															
407	4	11. Technology Test Strategy	0 d	26 d	Mon 18/07/16	Tue 23/08/16	100%	0 d															
410	4	12. Project Management Plan	5.25 d	40.25 d	Mon 29/08/16	Tue 25/10/16	1%	94.75 d															
415	4	13. RACI	3.75 d	18.75 d	Mon 8/08/16	Thu 1/09/16	100%	0 d															
421	4	17. Master Test Plan (Draft)	17.13 d	81 d	Wed 2/11/16	Thu 9/03/17	0%	8 d															
432	4	19. Technology Environment Management Strategy	16.5 d	113 d	Fri 16/09/16	Thu 9/03/17	0%	8 d															



ROC Releases 1 and 2

Schedule Level 2 - Work starting in the next two weeks

ID	OL	Task Name	Work	Duration	Start	Finish	% Complete	Total Slack	Predecessors	Successors	Qtr 3, 2016													
											May			July			September			November			Janu	
											B	E	M	B	E	M	B	E	M	B	E	M	B	
444	4	20. Operating Model	24.25 d	41.25 d	Tue 20/09/16	Fri 18/11/16	0%	56.75 d																
445	5	DEP: ST - DD:20 OPM - Draft Documentation Complete	0 d	0 d	Tue 20/09/16	Tue 20/09/16	0%	56.75 d 21		446FS+2 d														
446	5	DD:20 OPM - Kick Off Meeting	0.25 d	2 h	Fri 23/09/16	Fri 23/09/16	0%	454 h	445FS+2 d	447														
447	5	DD:20 OPM - Draft Document	14 d	14 d	Fri 23/09/16	Fri 14/10/16	0%	56.75 d	446	448														
448	5	DEP: ST - DD:20 OPM - Final Documentation Received	0 d	0 d	Fri 14/10/16	Fri 14/10/16	0%	56.75 d	24FS-20 d,22,4	449														
449	5	DD:20 OPM - Final document update	10 d	10 d	Fri 14/10/16	Fri 28/10/16	0%	56.75 d	448	450,483,471,														
450	5	DEL: DTTS DD:20 OPM - Release Operating Model for sign off	0 d	0 d	Fri 28/10/16	Fri 28/10/16	0%	76.75 d	449	451FS+15 d														
451	5	DEP: ST - DD:20 OPM - Operating Model signed off	0 d	0 d	Fri 18/11/16	Fri 18/11/16	0%	76.75 d	450FS+15 d															
452	4	21. Recommended Org Structure	22.25 d	88 d	Mon 24/10/16	Thu 9/03/17	0%	8 d																
464	4	22. Change Impact Analysis	16 d	88 d	Mon 24/10/16	Thu 9/03/17	0%	8 d																
465	5	DD:22 CIA - Kick Off Meeting	0 d	2 h	Mon 24/10/16	Mon 24/10/16	0%	718 h	248	466														
466	5	DD:22 CIA - Draft Document	0 d	6 d	Mon 24/10/16	Tue 1/11/16	0%	89.75 d	465															
467	5	DD:22 CIA - Spec draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d	12,26	468														
468	5	DD:22 CIA - 1st Review	2 d	2 d	Wed 2/11/16	Thu 3/11/16	0%	50 d	467	469														
469	5	DD:22 CIA - Spec draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d	468,13,27	470														
470	5	DD:22 CIA - 2nd Reivew	2 d	2 d	Wed 14/12/16	Thu 15/12/16	0%	22 d	469	471,477														
471	5	DEL: DTTS DD:22 CIA - Final Draft Documentation Received (99%)	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d	14,449,470,28	472														
472	5	DD:22 CIA - Final Reivew	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	0 d	471	473														
473	5	DD:22 CIA - Update Document	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	0 d	472	474														
474	5	DEL: DTTS DD:22 CIA - Release Change Impact Analysis for sign off	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	0 d	473	483FF-4 d,475														
475	5	DEP: ST - DD:22 CIA - Change Impact Analysis 15 day review period concludes	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d	474FS+15 d															
476	4	23. Training Need Analysis	16 d	57 d	Fri 16/12/16	Tue 21/03/17	0%	0 d																
477	5	DD:23 TNA - Kick Off Meeting	0 d	2 h	Fri 16/12/16	Fri 16/12/16	0%	374 h	470	478														
478	5	DD:23 TNA - Draft Document	0 d	10 d	Fri 16/12/16	Fri 13/01/17	0%	46.75 d	477															
479	5	DD:23 TNA - Spec draft (progress Checkpoint 1)	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	4 d	12,28	480														
480	5	DD:23 TNA - 1st Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	4 d	479	481														
481	5	DD:22 CIA - Spec draft (progress Checkpoint 2)	0 d	0 d	Thu 2/02/17	Thu 2/02/17	0%	4 d	480,13	482														
482	5	DD:23 TNA - 2nd Reivew	2 d	2 d	Fri 3/02/17	Mon 6/02/17	0%	4 d	481	483														
483	5	DEP: ST - DD:23 TNA - Final Draft Documentation Received (99%)	0 d	0 d	Fri 10/02/17	Fri 10/02/17	0%	0 d	449,474FF-4 d,484															
484	5	DD:23 TNA - Final Review	2 d	2 d	Mon 13/02/17	Tue 14/02/17	0%	0 d	483	486,485														
485	5	DD:23 TNA - Update Document/ Final Inclusions	10 d	10 d	Wed 15/02/17	Tue 28/02/17	0%	0 d	484	486														
486	5	DEL: DTTS DD:23 TNA - Release Training Need Analysis for sign off	0 d	0 d	Tue 28/02/17	Tue 28/02/17	0%	0 d	484,485	487FS+15 d														
487	5	DEP: ST - DD:23 TNA - Training Need Analysis signed off	0 d	0 d	Tue 21/03/17	Tue 21/03/17	0%	0 d	486FS+15 d															
488	4	24. Training Plan (Train the Trainer)	14.25 d	81 d	Wed 2/11/16	Thu 9/03/17	0%	8 d																
489	5	DD:24 TTT - Spec draft 33% complete	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	59.75 d	16,23	490														
490	5	DD:24 TTT - 1st Review	0.25 d	2 h	Wed 2/11/16	Wed 2/11/16	0%	478 h	489	491														
491	5	DD:24 TTT - Spec draft 66% complete	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	59.75 d	490	492														
492	5	DD:24 TTT - 2nd Review	2 d	2 d	Wed 2/11/16	Fri 4/11/16	0%	59.75 d	491	493														
493	5	DEP: ST - DD:24 TTT - Final Documentation Received	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d	14,492,449,24,	494														
494	5	DD:24 TTT - Final Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	8 d	493	495														
495	5	DD:24 TTT - Update Document	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	8 d	494	496														
496	5	DEL: DTTS DD:24 TTT - Release Training Need Analysis for sign off	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	8 d	495	497FS+15 d														
497	5	DEP: ST - DD:24 TTT - Training Need Analysis signed off	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d	496FS+15 d															
498	3	MIL: Submit Milestone Acceptance Form	0 d	0 d	Tue 21/03/17	Tue 21/03/17	0%	0 d	357FF															

Project: ROC R1 REM Data Configuration
 Status Date: NA

Summary Plan		Milestone Plan	
Summary Progress		Milestone Achieved	

Task Plan		Task Progress	
Task Plan Critical			

**Sydney Trains Rail Operations Center (ROC)
Master Program Schedule Version 5.0 - DRAFT - Work In Progress - ROC -**



#	Activity ID	Activity Name	Start	Finish	2016			2017				
					Q	Q	Q	Q	Q	Q		
1		Sydney Trains ROC - MPS - Version 5.0 - Current	13-Aug-15 A	05-Sep-17								
2		Technology	13-Aug-15 A	05-Sep-17								
3		Release 1	13-Aug-15 A	20-Dec-16								
4		Design	13-Aug-15 A	13-Apr-16 A								
5	TEC-DD-11550	DEL:Vendor Technology Communications Plan - R1G2		13-Aug-15 A								
6	TEC-TR1-12330	DEL:Non-Functional Design - R1G2	14-Sep-15 A	18-Sep-15 A								
7	TEC-DD-11970	DEL:RACI - R1G2		12-Oct-15 A								
8	TEC-TR1-10320	DEL:SAD Complete - R1G2	03-Nov-15 A	12-Nov-15 A								
9	TEC-DD-11820	DEL:Implementation Strategy - R1G2		20-Nov-15 A								
10	TEC-DD-12000	DEL:Data Technical Analysis Output - R1G2	07-Dec-15 A	10-Dec-15 A								
11	TEC-TR1-11229	DEL:Product Gap Analysis - R1G2	05-Jan-16 A	05-Jan-16 A								
12	TEC-TR1-12310	DEL:Security Risk Assessment Complete - R1G2	13-Oct-15 A	22-Jan-16 A								
13	TEC-TR1-12440	DEL:DTBRS Approved - R1G2	20-Nov-15 A	25-Jan-16 A								
14	TEC-TR1-10830	DEL:Architecture Specification - R1G2		01-Feb-16 A								
15	TEC-DD-13070	DEL:Technology Test Strategy - R1G2		01-Feb-16 A								
16	TEC-TR1-3430	DEL:Requirements Traceability Matrix - R1G2		02-Feb-16 A								
17	TEC-TR1-10780	DEL: Integration Specification - R1G2		02-Feb-16 A								
18	TEC-DD-12050	DEL:Project Management Plan - R1G2		02-Feb-16 A								
19	TEC-DD-11740	DEL:Data Management Plan - R1G2		03-Feb-16 A								
20	TEC-TR1-10820	DEL:Functional Specification - R1G2		03-Feb-16 A								
21	TEC-DD-12010	DEL:Data Technical Analysis Output - R1G2		03-Feb-16 A								
22	TEC-DD-13610	DEL:Data Management Strategy - R1G2		03-Feb-16 A								
23	TEC-DD-11890	DEL:Technical Environment Management Strategy - R1G2		10-Feb-16 A								
24	TEC-DD-11920	DEL:High Level Solution Design - R1G2		11-Feb-16 A								
25	TEC-DD-10450	DEL:Technology Architecture Blueprint - R1G2		07-Mar-16 A								
26	TEC-DD-203640	DEL:Technical Infrastructure Strategy - R1G2	13-Apr-16 A	13-Apr-16 A								
27		Build	09-Oct-15 A	18-Nov-16								
28	TEC-TR1-10090	DEL:Technical Infrastructure Design - SIT (AWS) - R1G3		09-Oct-15 A								
29	TEC-DD-13120	DEL:REM Mobile Gap Analysis - R1G3	15-Mar-16 A	18-Mar-16 A								
30	TEC-TR1-20160	DEL:Technical Infrastructure Design - SIT - R1G3	07-Apr-16 A	07-Apr-16 A								
31	TEC-TR1-10250	DEL:Technical Infrastructure Design - Training - R1G3		08-Apr-16 A								
32	TEC-TR1-94210	DEL:Data Profiling Summary report - R1G3	13-Apr-16 A	27-Apr-16 A								
33	TEC-TR1-910270	DEL:REM Mobile Functional Specification - R1G3	13-Apr-16 A	06-May-16 A								
34	TEC-TR1-80210	DEL:Detailed Technical Business Requirements (DTBRS) - R1G3	18-Apr-16 A	10-May-16 A								
35	TEC-TR1-10590	DEL:Technical Infrastructure Detailed Design - SIT - R1G3	03-May-16 A	11-May-16 A								
36	TEC-TR1-10570	DEL:Build Integration Environment - R1G3		11-May-16 A								
37	TEC-TR1-11830	DEL:Technical Infrastructure Detailed Design - Training - R1G3	04-May-16 A	13-May-16 A								
38	TEC-TR1-11070	DEL:Technical Infrastructure Detailed Design - UAT - R1G3	20-May-16 A	20-May-16 A								
39	TEC-TR1-10950	DEL:Technical Infrastructure Design - UAT - R1G3		20-May-16 A								
40	TEC-TR1-913050	DEL:Process & Technical Design - R1G3	26-May-16 A	31-May-16 A								
41	TEC-TR1-912390	DEL:Technical Infrastructure Design - Preprod (Fujitsu) - R1G3	06-Jun-16 A	23-Jun-16 A								
42	TEC-TR1-911640	DEL:IIMS Functional Spec - R1G2	01-Jun-16 A	24-Jun-16 A								
43	TEC-TR1-40290	DEL:REM Configuration Complete - R1G3		01-Jul-16 A								
44	TEC-TR1-11020	DEL:Training Build Environment - R1G3	06-Jul-16 A	06-Jul-16 A								
45	TEC-TR1-911720	DEL:Integration Specification - R1G3	20-Jun-16 A	06-Jul-16 A								
46	TEC-TR1-911840	DEL:Requirements Traceability Matrix - R1G3	23-Jun-16 A	14-Jul-16 A								
47	TEC-TR1-910740	DEL:DTDI System Test TSR - R1G3	10-Aug-16 A	10-Aug-16 A								
48	TEC-TR1-913030	DEL:Product Gap Analysis - R1G3	12-Aug-16 A	12-Aug-16 A								
49	TEC-TR1-911680	DEL:Functional Specification - R1G3	22-Jul-16 A	15-Aug-16 A								
50	TEC-TR1-912990	DEL:IIMS Interface Spec - R1G2	01-Jun-16 A	17-Aug-16 A								
51	TEC-TR1-9170	DEL:Technology Event Matrix R1G2 (Placeholder)	25-Aug-16 A	06-Sep-16 A								
52	TEC-TR1-11690	DEL:UAT Build Environment - R1G3	09-Sep-16 A	09-Sep-16 A								
53	TEC-TR1-10540	DEL:NGIS Technical Infrastructure Design (TID) - R1G3	26-Sep-16 A	26-Sep-16 A								
54	TEC-TR1-910600	DEL:IIMS System Test TSR - R1G3	09-Sep-16 A	05-Oct-16 A								
55	TEC-R1-9080	DEL:BIA - Business Impact Assessment - R1G3	06-Sep-16 A	06-Oct-16								
56	TEC-TR1-910410	DEL:REM Mobile SAT Test Summary Report - R1G3	06-Oct-16	06-Oct-16								
57	TEC-TR1-11420	DEL:Pre-prod Environment Build (NGIS) - R1G3	14-Oct-16	14-Oct-16								
58	TEC-TR1-911740	DEL:Data Technical Analysis Output - R1G3	06-Sep-16 A	21-Oct-16								
59	TEC-TR1-910430	DEL: High Level Solution Design - R1G3	10-Oct-16	28-Oct-16								
60	TEC-TR1-913410	DEL:Update Project Management Plan - R1G3	10-Oct-16	28-Oct-16								
61	TEC-TR1-910480	DEL:Architecture Specification - R1G3	31-Oct-16	31-Oct-16								
62	TEC-TR1-911700	DEL:Non Functional design - R1G3	14-Oct-16	03-Nov-16								
63	TEC-TR1-11860	DEL: Production Environment Build (NGIS) - R1G3	07-Nov-16	07-Nov-16								
64	TEC-TR1-910360	DEL:NGIS Technical Infrastructure Detail Design (TIDD) - R1G3	07-Nov-16	07-Nov-16								
65	TEC-TR1-911800	DEL:Review & Sign off Implementation Strategy - R1G3	21-Oct-16	10-Nov-16								
66	TEC-TR1-911860	DEL:Implementation Plan - R1G3	10-Nov-16	10-Nov-16								
67	TEC-TR1-913390	DEL:Update RACI - R1G3	31-Oct-16	18-Nov-16								
68		Test	13-Jul-16 A	20-Dec-16								
69		Acceptance and Release	01-Jun-16 A	18-Nov-16								

Sydney Trains ROC - MPS - Version 5.0 - Current - 11-Oct-16 Data Date: 06-Oct-16	Page 1 of 2	Remaining Work Critical Remaining Work Physical % Complete	Mile... Deliv... Sum...	Date	Revision	Ch...	App...
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Sydney Trains Rail Operations Center (ROC) Master Program Schedule Version 5.0 - DRAFT - Work In Progress - ROC -



#	Activity ID	Activity Name	Start	Finish	2016		2017	
					Q1	Q2	Q3	Q4
70	Release 2		28-Jan-16 A	05-Sep-17				
71	Design		28-Jan-16 A	28-Oct-16				
72	TEC-DD-12860	DEL:High Level Technology Business Requirements Statements Complete - R2G2	28-Jan-16 A	28-Jan-16 A			DEL:High Level Technology Busine	
73	TEC-CIMS-12650	DEL:RACI Complete - R2G2	16-Mar-16 A	16-Mar-16 A			DEL:RACI Complete - R2G2	
74	TEC-DD-12760	DEL:PCAR -R2G2	16-Jun-16 A	16-Jun-16 A			DEL:PCAR -R2G2	
75	TEC-CIMS-22300	DEL:Solution Architecture Document (SAD) - R2G2	29-Jun-16 A	29-Jun-16 A			DEL:Solution Architecture	
76	TEC-CIMS-12190	DEL:Vendor Communications Plan Approved - R2G2	23-May-16 A	30-Jun-16 A			DEL:Vendor Communicat	
77	TEC-CIMS-22430	DEL:Integration Specification Complete - R2G2	13-Jul-16 A	13-Jul-16 A			DEL:Integration Specifica	
78	TEC-CIMS-10920	DEL:Data Management Strategy - R2G2	14-Jul-16 A	14-Jul-16 A			DEL:Data Management S	
79	TEC-CIMS-12420	DEL:Technology Environment Strategy Approved - R2G2	16-Jun-16 A	15-Jul-16 A			DEL:Technology Environ	
80	TEC-CIMS-12810	DEL:Data Management Plan - R2G2	15-Jul-16 A	15-Jul-16 A			DEL:Data Management I	
81	TEC-CIMS-22620	DEL:Architecture Specification Complete - R2G2	15-Jul-16 A	15-Jul-16 A			DEL:Architecture Specific	
82	TEC-CIMS-12280	DEL:Implementation Strategy Complete - R2G2	15-Jul-16 A	15-Jul-16 A			DEL:Implementation Stra	
83	TEC-CIMS-12600	DEL:PMP Approved- R2G2	08-Jul-16 A	02-Aug-16 A			DEL:PMP Approved- R2	
84	TEC-CIMS-22510	DEL:Security Risk Assessment - R2G2	02-Aug-16 A	02-Aug-16 A			DEL:Security Risk Asses	
85	TEC-CIMS-12990	DEL:Data Technical Analysis Complete - R2G2	02-Aug-16 A	02-Aug-16 A			DEL:Data Technical Ana	
86	TEC-CIMS-12500	DEL:CIMS High Level Solution Design Approved - R2G2	01-Aug-16 A	04-Aug-16 A			DEL:CIMS High Level S	
87	TEC-CIMS-22370	DEL:Functional Specification Complete - R2G2	18-Aug-16 A	18-Aug-16 A			DEL:Functional Specific	
88	TEC-CIMS-23740	DEL:Gap Analysis - R2G2	22-Jul-16 A	18-Aug-16 A			DEL:Gap Analysis - R2	
89	TEC-CIMS-1200	DEL:Implementation Plan - R2G2	02-Aug-16 A	18-Aug-16 A			DEL:Implementation Pl	
90	TEC-CIMS-1480	DEL:Technology Test Strategy Document Complete - R2G2	29-Jul-16 A	18-Aug-16 A			DEL:Technology Test S	
91	TEC-CIMS-13030	DEL:Technology Architecture Blueprint Approved - R2G2	18-Aug-16 A	19-Aug-16 A			DEL:Technology Archi	
92	TEC-CIMS-202600	DEL:RTM - R2G2	22-Jul-16 A	19-Aug-16 A			DEL:RTM - R2G2	
93	TEC-CIMS-202680	DEL:Technical Infrastructure Strategy - R2G2	18-Aug-16 A	23-Aug-16 A			DEL:Technical Infrastr	
94	TEC-CIMS-21130	DEL:Non-Functional Design Complete - R2G2	28-Jul-16 A	31-Aug-16 A			DEL:Non-Functional D	
95	TEC-CIMS-22680	DEL:Detail Technology Business Requirements Specification (DTBRs) - R2G2	27-Sep-16 A	27-Sep-16 A			DEL:Detail Technolo	
96	TEC-CIMS-913350	DEL:Technology Event Matrix R2G3	17-Oct-16	28-Oct-16			DEL:Technology E	
97	Build		19-Aug-16 A	05-Sep-17				
98	TEC-CIMS-203330	DEL:Draft Master Test Plan - R2G2	19-Aug-16 A	19-Aug-16 A			DEL:Draft Master Test	
99	TEC-CIMS-202930	DEL:Updated RACI- R2G3	27-Oct-16	27-Oct-16			DEL:Updated RAC	
100	TEC-TR2-213440	DEL:Technical Infrastructure Design - DEV - R2G3	10-Nov-16	10-Nov-16			DEL:Technical Inf	
101	TEC-CIMS-203290	DEL:Updated Vendor Technology Communication Plan R2G3	17-Nov-16	17-Nov-16			DEL:Updated Ven	
102	TEC-TR2-213430	DEL:Technical Infrastructure Detailed Design - DEV - R2G3	24-Nov-16	24-Nov-16			DEL:Technical/In	
103	TEC-CIMS-202890	DEL:Updated Project Management Plan - R2G3	28-Nov-16	28-Nov-16			DEL:Updated Pr	
104	TEC-TR2-213560	DEL:Technical Infrastructure Design - ST - R2G3	01-Dec-16	01-Dec-16			DEL:Technical Ir	
105	TEC-TR2 -202670	DEL:Interface Design Specification – APIS to ST Website - R2G3	15-Nov-16	05-Dec-16			DEL:Interface D	
106	TEC-TR2 -202680	DEL:Interface Design Specification – APIS to RTTA - R2G3	22-Nov-16	12-Dec-16			DEL:Interface D	
107	TEC-TR2-213400	DEL:DEV build environment Complete - R2G3		14-Dec-16			DEL:DEV build	
108	TEC-TR2-213550	DEL:Technical Infrastructure Detailed Design - ST - R2G3	15-Dec-16	15-Dec-16			DEL:Technical I	
109	TEC-TR2 -202690	DEL:Interface Design Specification – APIS to CTIP - R2G3	29-Nov-16	19-Dec-16			DEL:Interface D	
110	TEC-TR2-213520	DEL:ST build environment Complete - R2G3		11-Jan-17			DEL:ST/build	
111	TEC-TR2-213680	DEL:Technical Infrastructure Design - SIT - R2G3	27-Jan-17	27-Jan-17			DEL:Technic	
112	TEC-CIMS-20890	DEL:Legacy System Design Documents - R2G3	01-Feb-17	01-Feb-17			DEL:Legacy	
113	TEC-TR2-213670	DEL:Technical Infrastructure Detailed Design - SIT- R2G3	03-Feb-17	03-Feb-17			DEL:Technic	
114	TEC-TR2-213640	DEL:SIT build environment Complete - R2G3	03-Mar-17	03-Mar-17			DEL:SIT/bv	
115	TEC-CIMS-202740	DEL:Implementation Strategy- R2G3	15-Mar-17	15-Mar-17			DEL:Imple	
116	TEC-CIMS-203050	DEL:Updated Architecture Specification- R2G3	15-Mar-17	15-Mar-17			DEL:Upda	
117	TEC-TR2-213790	DEL:Technical Infrastructure Detailed Design - UAT- R2G3	17-Mar-17	17-Mar-17			DEL:Tech	
118	TEC-TR2-213920	DEL:Technical Infrastructure Design - training - R2G3	31-Mar-17	31-Mar-17			DEL:Tec	
119	TEC-TR2-213760	DEL:UAT build environment Complete - R2G3		06-Apr-17			DEL:UAT	
120	TEC-TR2-213910	DEL:Technical Infrastructure Detailed Design - training - R2G3	07-Apr-17	07-Apr-17			DEL:Tec	
121	TEC-CIMS-202850	DEL:Updated Technology Test Strategy- R2G3	01-May-17	01-May-17			DEL:Up	
122	TEC-CIMS-203010	DEL:Updated Technology Environment Management Strategy R2G3	01-May-17	01-May-17			DEL:Up	
123	TEC-CIMS-203090	DEL:Updated Functional Specification- R2G3	01-May-17	01-May-17			DEL:Up	
124	TEC-CIMS-203130	DEL:Updated Non Functional Specification- R2G3	01-May-17	01-May-17			DEL:Up	
125	TEC-CIMS-203170	DEL:Updated Integration Specification- R2G3	01-May-17	01-May-17			DEL:Up	
126	TEC-CIMS-203210	DEL:Updated Data Technical Analysis Output- R2G3	01-May-17	01-May-17			DEL:Up	
127	TEC-TR2-213880	DEL:Training build environment Complete - R2G3		09-May-17			DEL:Tr	
128	TEC-TR2-214030	DEL:Technical Infrastructure Detailed Design - Pre prod- R2G3	24-May-17	24-May-17			DEL:T	
129	TEC-CIMS-202810	DEL:Implementation Plan- R2G3	13-Jun-17	13-Jun-17			DEL	
130	TEC-CIMS-202970	DEL:Updated Requirements Traceability Matrix- R2G3	13-Jun-17	13-Jun-17			DEL	
131	TEC-TR2-214000	DEL:Pre prod build environment Complete - R2G3		21-Jun-17			DEL	
132	TEC-TR2-214150	DEL:Technical Infrastructure Detailed Design - Prod - R2G3	06-Jul-17	06-Jul-17			DE	
133	TEC-CIMS-203250	DEL:Updated Product Gap Analysis - R2G3	25-Jul-17	25-Jul-17			D	
134	TEC-TR2-214120	DEL:Prod build environment Complete - R2G3		02-Aug-17			D	
135	TEC-CIMS-202730	DEL:Updated High Level Solution Design - R2G3	05-Sep-17	05-Sep-17			D	
136	Test		08-Nov-16	17-Aug-17				
137	Acceptance and Release		20-Jun-17	17-Aug-17				

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Data Date: 06-Oct-16

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Remaining Work

Critical Remaining Work

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Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

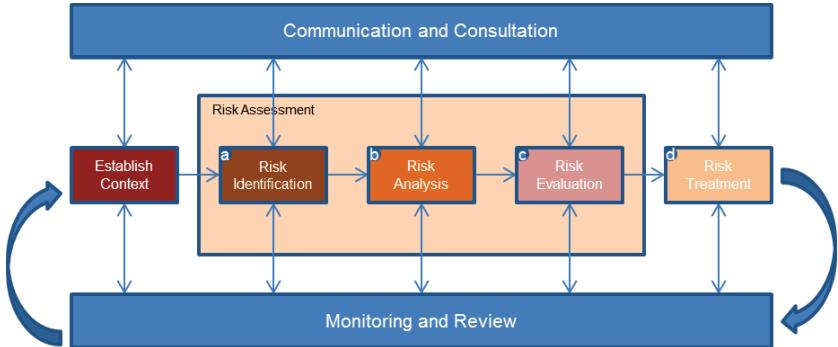


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Appendix E – Milestone Acceptance Form



Appendix E -
Acceptance Form.doc



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible, consulted and informed for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

The following is the draft RACI previously used for the Detailed Design Agreement, less the Agreement and PIPP Deliverables. The Parties acknowledge and agree to retain the RACI for Detailed Design work required for Release 3.

#	Release 1 Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	R	A,R	C
8.	Release 1 Data Technical Analysis Outputs	R	A,R	R
9.	Updated Technology Implementation Strategy	R	A,R	C
10.	Release 1 Technology Implementation Plan (Template)	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Updated Project Management Plan	R	A,R	C
13.	RACI	C	A,R	C
14.	Updated Release 1 Product Gap Analysis	R	A,R	I
15.	Release 1 System Test Plan	R	A,R	C
16.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
17.	Technology Environment Management Strategy	R	A,R	C

18.	Operating Model	R	A,R	R
19.	Draft recommended ROC organisational structure	R	A,R	R
20.	Change Impact Analysis (Release 1)	R	A,R	C
21.	Release 1 Training Needs Analysis	R	A,R	C

	Release 1 Updated Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	C	A,R	C
8.	Release 1 Data Technical Analysis Outputs	C	A,R	R
9.	Technology Implementation Strategy	R	A,R	C
10.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Technology Implementation Plan	R	A,R	C
13.	Updated Project Management Plan	R	A,R	C
14.	RACI	R	A,R	C
15.	Updated Release 1 Product Gap Analysis	R	A,R	C
16.	Release 1 System Test Plan	R	A,R	C
17.	Technology Environment Management Strategy	C	A,R	C

	Release 1 T2 Deliverables	Key Contractor	Contractor	Customer
	R1-T2 Detailed Design Deliverables			
1.	Updated Architecture Specification	R	A,R	C
2.	Updated Functional Specification	R	A,R	C
3.	Updated Requirements Traceability Matrix	R	A,R	C
4.	Updated Integration Specification	R	A,R	C
5.	Updated Product Gap Analysis	R	A,R	C
6.	Updated Interface Design Specification per Interface	C	A,R	C
7.	Updated Non-Functional Design	R	A,R	C
8.	Interface Design Specification per Interface (Draft only, as this will be finalised in the build phase)	C	A,R	C
9.	Updated Data Technical Analysis Outputs	R	A,R	C

10.	RACI	C	A,R	C
11.	R1-T2 Master Test Plan Draft	C	A,R	C
	Release 1 – T2 Build Phase Deliverables			
12.	Interface Design Specification per Interface	C	A,R	C
13.	Updated Architecture Specification	R	A,R	C
14.	Updated Functional Specification	R	A,R	C
15.	Updated Non-Functional Design	R	A,R	C
16.	Updated Integration Specification	R	A,R	C
17.	Updated Data Technical Analysis Outputs	R	A,R	C
18.	Master Test Objective Matrix	R	A,R	C
19.	Updated Technology Implementation Plan	R	A,R	C
20.	Updated Project Management Plan	R	A,R	C
21.	RACI	C	A,R	C
22.	Updated Product Gap Analysis	R	A,R	C
23.	Updated Master Test Plan	C	A,R	C
24.	Updated Requirements Traceability Matrix	R	A,R	C
25.	Updated TIBCO Interface Design Specification	R	A,R	C
	Release 1 – T2 Testing Phase – System Testing Phase for TIBCO and other interfaces			
26.	Detailed Test Plan	C	A,R	C
27.	Test Objective Matrix	C	A,R	C
28.	Test Reporting	C	A,R	C
29.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – System Acceptance Testing			
30.	Test Reporting	R	A,R	C
31.	Test Summary Report	R	A,R	C
	Release 1 – T2 – Testing Deliverables – System Integration Testing			
32.	Detailed Test Plan	C	A,R	C
33.	Test Objective Matrix	C	A,R	C
34.	Test Cases	C	A,R	C
35.	Test Reporting	C	A,R	C
36.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Load and Performance Testing			
37.	Detailed Test Plan	C	A,R	C
38.	Test Objective Matrix	C	A,R	C
39.	Test Cases	C	A, R	C
40.	Work Load Matrix	C	A, R	C
41.	Test Scripts	C	A, R	C

42.	Test Reporting	C	A,R	C
43.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – User Acceptance Testing (UAT)			
44.	Detailed Test Plan	C	A,R	C
45.	Test Objective Matrix	C	A,R	C
46.	Test Cases	C	A,R	C
47.	Test Reporting	C	A,R	C
48.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Enterprise Release Management (ERM) Regression			
49.	Test Objective Matrix	C	A,R	C
50.	Test Reporting	C	A,R	C
51.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Operational Acceptance Training (OAT)			
52.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Security Testing			
53.	Test Recommendation Report	C	A,R	C
	Release 1 – T2 – Release and Deployment Deliverables			
54.	Review Implementation Review Report	R	A,R	C
55.	Handover to Support Plan	C	A,R	C

	Release 1 New Deliverables	Key Contractor	Contractor	Customer
	Build Phase			
1.	Release 1 Technology Implementation Plan	R	A,R	C
2.	Interface Documentation for SIRI	A,R	C	C
3.	Shadow Data Base Documentation	A,R	C	C
4.	Interface Documentation for Notification Functionality (REM)	A,R	C	C
5.	Documentation of the REM Data Model	A,R	I	I
6.	User Manual for Emergency Management Client (EMC)	A,R	I	I
7.	User Manual for Data Management Client (DMC)	A,R	I	I
8.	User Manual for Web Portal	A,R	I	I
9.	User Manual for REM Mobile 2016.R1	A,R	I	I
10.	IMS (REM 2016.R1) Licensed Software	A,R	C	C

11.	Licensed Software (REM Mobile 2016.R1)	A,R	C	C
12.	Data Configuration Work Packages	C	A,R	C
13.	Configuration Validation Results	C	A,R	C
14.	REM Data Configuration Change Management Specification	C	A,R	C
	Release 1 Data Management Deliverables			
15.	Preparation of source data	C	A, R	C, I
16.	Validation and loading of source data	C	A, R	C, I
17.	Development of SQL scripts	C	A, R	C, I
18.	Unit testing of SQL scripts	C	A, R	C, I
	Release 1 Data Profiling Deliverable			
19.	Data Profiling Report	C	A, R	C, I
	Release 1 Data Configuration Deliverables			
20.	System Deliverables 1 - an environment populated with a clean set of configured data	C	A, R	C
21.	System Deliverables 2 - an environment populated with a clean set of configured data	C	A, R	C
	REM Mobile Non-Production Deployment			
22.	REM Mobile Software Update (QR Code deployment)	A, R	I	I
23.	REM Mobile Configuration Process Documentation	A, R	C	C
24.	REM Mobile Deployment Process Documentation	A, R	C	C
25.	REM Mobile Hand-over to support Documentation (handover of non-production processes & procedures)	A, R	C	C
26.	Update of REM Mobile Functional Specification (2016.R1)	A, R	C	I
27.	Update of REM Mobile Test Objective Matrix (2016.R1)	A, R	C	I
28.	Update of REM Mobile User Manual (2016.R1)	A, R	C	I
29.	Update of Requirements Traceability Matrix (2016.R1)	A, R	C	I
	REM & REM Mobile 2016.R2			
30.	REM System/Software Delivery (REM Release 2016.R2)	A, R	C	C
31.	REM System/Software Delivery (REM Mobile 2016.R2)	A, R	C	C
32.	Update of Gap Analysis (REM and REM Mobile Release 2016.R2)	A, R	C	C
33.	Update of Functional Specification (REM and REM Mobile Release 2016.R2)	A, R	C	C
34.	Update of Interface Documentation for SIRI (REM 2016.R2)	A, R	C	C
35.	Interface Documentation for Notification Functionality (REM 2016.R2)	A, R	C	C
36.	Update Documentation of the REM 2016.2 Data Model	A, R	I	I
37.	Update of User Manual for Emergency Management Client (EMC) (REM 2016.R2)	A, R	I	I
38.	Update of User Manual for Data Management Client (DMC) (REM 2016.R2)	A, R	I	I
39.	Update of User Manual for REM Mobile (REM Mobile 2016.R2)	A, R	I	I

40.	Update Requirements Traceability Matrix for REM 2016.R2	A, R	C	C
41.	Test Summary Report for System Test (REM Release 2016.R2)	A, R	I	I
42.	Test Summary Report for System Test (REM Mobile 2016.R2)	A, R	I	I
	Testing Deliverables			
	SAT			
43.	SAT Test Objective Matrix	A,R	C	C
44.	SAT Test Cases	A,R	C	C
45.	SAT Test Summary Report	A,R	C	C
	System Testing for TIBCO and Other Interfaces			
46.	Detailed Test Plan	C	A,R	C
47.	Test Objective Matrix	C	A,R	C
48.	Test Cases	C	A,R	C
49.	Test Reporting	C	A,R	C
50.	Test Summary Report	C	A,R	C
	SIT			
51.	Detailed Test Plan	C	A,R	C
52.	Test Objective Matrix	C	A,R	C
53.	Test Cases	C	A,R	C
54.	Test Reporting	C	A,R	C
55.	Test Summary Report	C	A,R	C
	Load and Performance Testing			
56.	Detailed Test Plan	C	A,R	C
57.	Test Objective Matrix	C	A,R	C
58.	Work Load Matrix	C	A, R	C
59.	Test Scripts	C	A, R	C
60.	Test Reporting	C	A, R	C
61.	Test Summary Report	C	A,R	C
	User Acceptance Testing			
62.	Detailed Test Plan	C	A,R	C
63.	Test Objective Matrix	C	A,R	C
64.	Test Cases	C	A,R	C
65.	Test Reporting	C	A,R	C
66.	Test Summary Report	C	A,R	R
	Enterprise Release Management (ERM) Regression			
67.	Test Objective Matrix	C	A, R	C
68.	Test Reporting	C	A, R	C
69.	Test Summary Report	C	A,R	C
	Operational Acceptance Testing			

70.	Detailed Test Plan	C	C	A,R
71.	Test Objective Matrix	C	C	A,R
72.	Test Cases	C	C	A,R
73.	Test Summary Report	C	C	A,R
	Security and Penetration Testing			
74.	Detailed Test Plan	C	C	A,R
75.	Test Objective Matrix	C	C	A,R
76.	Test Cases	C	C	A,R
77.	Test Summary Report	C	C	A,R
	Cross Stream Testing			
78.	Detailed Test Plan	C	C	A,R
79.	Test Objective Matrix	C	C	A,R
80.	Test Cases	C	C	A,R
81.	Test Summary Report	C	C	A,R
	Deployment Deliverables			
82.	Handover To Support Plan	R	A,R	C
83.	Post Implementation Verification Report	C	A,R	C
	Training			
84.	Train the Trainer Training Material	A,R	C	I
85.	System Administration Train Material	A,R	C	I
86.	Application Administration Training Material	A,R	C	I

#	IMS Remediation Deliverables	Key Contractor	Contractor	Customer
	IMS Remediation – Build Phase Deliverables			
1.	Interface Design Specification per Interface	C	A,R	C
2.	Updated Architecture Specification	R	A,R	C
3.	Updated Functional Specification	R	A,R	C
4.	Updated Non-Functional Design	R	A,R	C
5.	Updated Integration Specification	R	A,R	C
6.	Updated Data Technical Analysis Outputs	R	A,R	C
7.	Updated Master Test Objective Matrix	R	A,R	C
8.	Updated Technology Implementation Plan	R	A,R	C
9.	Updated Project Management Plan	R	A,R	C
10.	Updated RACI	C	A,R	C
11.	Updated System Test Plan	C	A,R	C
12.	Updated Requirements Traceability Matrix	R	A,R	C

IMS Remediation – Testing Phase – System Testing Phase for TIBCO and other interfaces				
13.	Detailed Test Plan	C	A,R	C
14.	Test Objective Matrix	C	A,R	C
15.	Test Cases	C	A,R	C
16.	Test Reporting	C	A,R	C
17.	Test Summary Report	C	A,R	C
IMS Remediation– Testing Deliverables – System Integration Testing				
18.	Detailed Test Plan	C	A,R	C
19.	Test Objective Matrix	C	A,R	C
20.	Test Cases	C	A,R	C
21.	Test Reporting	C	A,R	C
22.	Test Summary Report	C	A,R	C
IMS Remediation – Testing Deliverables – Load and Performance Testing				
23.	Detailed Test Plan	C	A,R	C
24.	Test Objective Matrix	C	A,R	C
25.	Test Cases	C	A,R	C
26.	Work Load Matrix	C	A,R	C
27.	Test Scripts	C	A,R	C
28.	Test Reporting	C	A,R	C
29.	Test Summary Report	C	A,R	C

#	MDAM Feasibility Deliverable	Key Contractor	Contractor	Customer
1.	Mobile Device Application Management Whitepaper	R	A,R	C

Appendix G – Acceptance Criteria

1. Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

2. Acceptance Criteria for Document Deliverables

2.1. Standard List of Approval Criteria

2.1.1. The Acceptance Criteria for all document Deliverables are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase or as agreed after the Project Preparation Phase (if applicable);
- b) that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (of this PIPP, where stated);
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Deliverable;
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/Contractor workshops.

2.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

2.1.3. AAD for a document that is a Deliverable occurs when that document is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

3. Approval Criteria for other Deliverables

3.1.1. The Acceptance Criteria for Deliverables other than document Deliverables are the acceptance criteria for those Deliverables as set out in the Deliverables developed in the relevant Detailed Design Phase for that Deliverable, or any other criteria that may be necessary to demonstrate that the Deliverable meets the Requirements.

Appendix H – Testing Baseline

See embedded document: ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)



ROC-BCT-SG-0001
v2.0_ROC Program T



Rail Operations Centre Program Test Management Framework

Program Management Document Control

Project or Program	Rail Operations Centre (ROC)
---------------------------	------------------------------

Document Ownership Information

TRIM#

Capital Register ID	3141.02	
Sponsor	Howard Collins, Chief Executive	Sydney Trains
Sponsor's Delegate	TBC	Future Network Delivery Directorate
Program Director	Matt McInnes, ROC Program Director	Future Network Delivery Directorate

Document Name and Version Control

(Circulated versions only)



Document Name & Location		<u>ROC-BCT-SG-0001 v2.0 ROC Program Test Management Framework (Approved)</u>	
Version	Date	Author	Reason for Issue / Changes Included
v0.1	12 Dec 2014	Simon Baker	Initial draft for internal program review
V0.2	13 Jan 2015	Simon Baker	Updated with feedback from internal Program review
V1.0	15 Jan 2015	Simon Baker	Updated with feedback from Stefano Bianchini for distribution to technology vendors participating in HLSD
V1.1	27 Nov 2015	Simon Baker	Updated for internal Program review
V1.2	6 Mar 2016	Simon Baker	Updated with feedback from internal Program review and reissued for internal Program endorsement
V1.3	23 Mar 2016	Simon Baker	Version internally endorsed by the Program. Shared with external Program stakeholders for review
V2.0	15 April 2016	Simon Baker	Updated with feedback from external Program stakeholder review and reissued for external Program stakeholder endorsement

Document Approvals, Endorsements and Distribution






Stakeholders are requested to approve/endorse this document as an agreed ROC Program Test Management Framework baseline as at ROC Release 1, Gate 2. That is, the document outlines a Test Management Framework which is appropriate for the ROC Program and upon which subsequent, more detailed test planning documentation should be based. In the event thinking in relation to the Test Management Framework changes in a material way throughout the life of the ROC Program, this document will be iterated and redistributed for review, approval/endorsement to provide an updated baseline.

Note – Resources named below are requested to share this document within their domain(s) as required. This document may need to be socialised with new vendors engaged on the ROC Program after it has been baselined for ROC Release 1, Gate 2.

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Distribution

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Glossary of Terms and Abbreviations

Term/Abbreviation	Description
AEO	Authorised Engineering Organisations
ASA	Asset Standards Authority
BAFO	Best and Final Offer
BAU	Business As Usual
BCP	Business Continuity Plan
CAB	Change Approval Board
CIMS	Customer Information Management System
CMP	Configuration Management Plan
COTS	Configurable Off The Shelf
DRICA-SBA	Register of Dependencies, Risks, Issues, Changes, Actions, Scope, Benefits & Assumptions
DTP	Detailed Test Plan
DTTS	'Day of Operations' Train Timetabling System
E2E	End To End
ERM	Enterprise Release Management
HLSD	High Level Solution Design
HP ALM	HP Application Lifecycle Management
IAP	Infrastructure Assurance Plan
REM	Incident Management System
L&P	Load & Performance
NFR	Non-Functional Requirement
ONRSR	Office of the National Rail Safety Regulator
OVDS	Operational Visual Display System
PCR	Program Change Request
PCE	Phase Containment Effectiveness
PEFM	Project Execution Framework Methodology. PEFm (TfNSW) templates are used in Sydney Trains IT as the Technology layer (System Development Lifecycle) for IT projects or projects with an IT component
PIV	Post Implementation Verification
PMLC	Project Management Life Cycle. PMLC (Sydney Trains) templates must be used when seeking Capital funding approval through the establishment of business cases to analyse, justify, track and report on costs and benefits for the investment of Sydney Train projects.
Program	ROC Program
PT	Performance Testing
QAS	Quality Assurance Services
QTP	Quick Test Professional
RfP	Request for Proposal
RMP	Requirements Management Plan
RMC	Rail Management Centre
ROC	Rail Operations Centre
ROC Solution	The baseline ROC Solution Design defines the ROC Solution Scope of delivery for technology, people and process, and infrastructure to achieve the desired program outcomes and to realise the end benefits in accordance with the business and stakeholder expectations.

Term/Abbreviation	Description
RQA	Requirements Quality Assurance
SAPF	Systems Assurance & Planning Framework
SIT	System Integration Testing
SME	Subject Matter Expert
SoW	Statement of Work
ST	System Testing
T&C	Transformation & Change
Test Cycle	Test execution for a phase is divided into Test Cycles. Each Cycle of execution will have an agreed number of test cases which will be executed during the cycle within the specified duration of the phase.
TEMS	Technology Environment Management Strategy
TfNSW	Transport for NSW
TID	Technical Infrastructure Design
TOM	Test Objectives Matrix
TSR	Test Summary Report
UAT	User Acceptance Testing
UI	User Interface
UT	Unit Testing

ROC Program Test Management Framework

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1 Executive Summary

This document positions the ROC Program Test Management Framework within the high level context of the ROC Program:

- Solution
- Team structure
- Release Strategy
- Systems Assurance and Planning Framework (SAPF)

The ROC Program solution will include the following components:

- New technology systems, integrated with existing technologies
- New ways of working including new Business processes and organisational structure
- New infrastructure including property and operational technology systems

All these components must ultimately combine to form a ROC Solution which can be demonstrated to be safe, complete, correct and fit for purpose. While the Program has been structured into delivery streams, with this outcome in mind it follows stream deliverables should be produced in the context of the final solution from requirements, through to design, build, testing and acceptance.

The SAPF is a series of plans which outline how assurance will be applied across the ROC Program. Verification and Validation (V&V) is one of many methods by which the ROC Program will assure deliverables. Testing is a sub-set of V&V and as such is an important element of the ROC Program's overall assurance strategy.

This document outlines how ROC Program testing will be delivered and fit within the wider Program approach to V&V and the SAPF.

The ROC Program Test Management Framework reflects the ROC Program Team structure. Within streams, components of the solution should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components. This pattern will continue until stream deliverables are brought together and the solution tested as a whole.

Progressive assurance and testing will help build both the Business and Program confidence required to implement the solution into Business operations and 'go-live'.

2 Introduction

2.1 ROC Overview

The Rail Operations Centre (ROC) is a Sydney Trains led program seeking to improve management of 'day of operations' activities and improve the delivery of services for Sydney Trains, NSW Trains and their customers via the delivery of:

- Infrastructure: a new ROC building
- People: co-location of 'day of operations' functions into the ROC
- Technology: four new system capabilities
- Processes: new improved ways of working enabled by all of the above

2.2 ROC Vision

The ROC Program supports the strategy of Transport for New South Wales (TfNSW), Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of "putting the customer at the heart of everything we do".

Better coordination, communication, and management will be achieved through the ROC, which will co-locate teams and transform the processes, systems, and communications for 'day of operations' functions. This co-location is expected to include computer based signalling locations, train control, security, customer information, fleet management, asset monitoring and incident response functions.

The transformation will deliver consistent, accurate, timely and up to date information to customers about delays and enable faster incident resolution and service recovery. It will provide the operational management of the Sydney Trains network with a highly coordinated customer focus and will support the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy and future business model changes.

2.3 ROC Program Delivery Structure

Given the complexity of the ROC Program a robust governance structure is required. The ROC Program has been set up with an organisational structure which aims to:

- Ensure appropriate oversight of the program's continual performance
- Enable effective and informed decision making from stakeholders outside of the delivery structure.

Program delivery has been organised into five streams, with overarching program management governance:

- Infrastructure - delivery of the physical building and its supporting infrastructure
- Technology - delivery of the four new core systems and integration into existing systems
- Transformation and Change - new ROC processes, people and organisational structures
- Solution Integration - program assurance and delivery of program benefits within acceptable risk tolerance
- Business Continuity & Program Testing - delivery of Business Continuity capability and Cross Stream Testing

The early phases of the technology program have been broken up as follows:

- High Level Design – A period of approximately five weeks commencing in early January 2015 in which two consortiums of vendor(s) worked with the ROC Program to develop parallel High Level Solution Designs (HLSD) and a BAFOs, among other deliverables

- Detailed Design – Following the parallel High Level Design Phase technology vendor(s) were down selected to participate in the Detailed Design Phase

2.4 ROC Technology Systems

The ROC 'day of operations' model will be supported by four new technology systems, integrated with each other and into the existing Sydney trains technology environment:

- 'Day of Operations' Train Timetabling System (DTTS) - Provides computerised support for monitoring services and managing service disruptions.
- Incident Management System (REM) - Provides computerised support for identification of incidents, assignment of priority, allocation of pre-planned workflows, tracking of progress, escalation and reporting.
- Customer Information Management System (CIMS) - Provides a single source of truth for customer information and the co-ordinated distribution of planned service details as well as service disruption information over multiple channels.
- Operational Visual Display System (OVDS) - Provides an integrated monitoring capability. It supports the creation of virtual walls containing the output from multiple source systems.

In addition to meeting the business needs and capabilities of the ROC, the new systems will also support international transport-based integration standards and allow for future expansion into computer based traffic management.

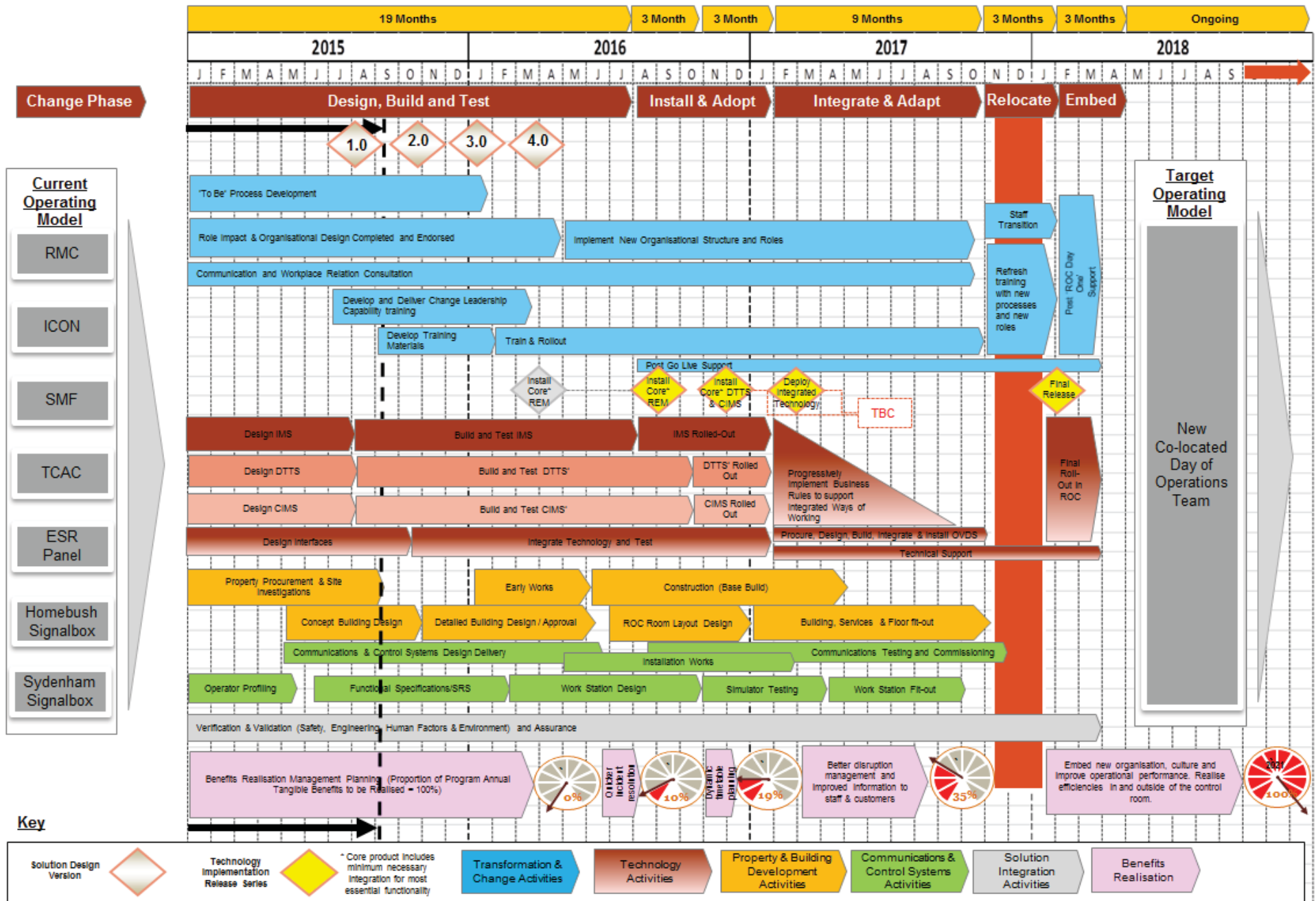
The first three of these four systems capabilities listed above are described as sub projects in the context of the ROC technology procurement process. These three sub projects and a Systems Integrator role formed the scope of the ROC Technology Request for Proposal (RfP).

2.5 ROC Program Principles

The following principles underpin the technology program design and implementation approach:

- The overarching philosophy of the technology program is to "Buy not Build" technology capability to meet the identified business needs
- New technology systems to be introduced will be 'off the shelf' to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to 'out of the box' as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies
- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit, the level and rate of impact on affected users
- The program will avoid a "big-bang" implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided business benefits associated with the new technology can be realised

These Principles are reflected in the sample ROC Implementation Roadmap shown on the following page. The roadmap is expected to evolve over the life of the Program. An update to the roadmap will not necessarily trigger a reissue of the Program Test Management Framework.



2.6 ROC Program Releases

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases:

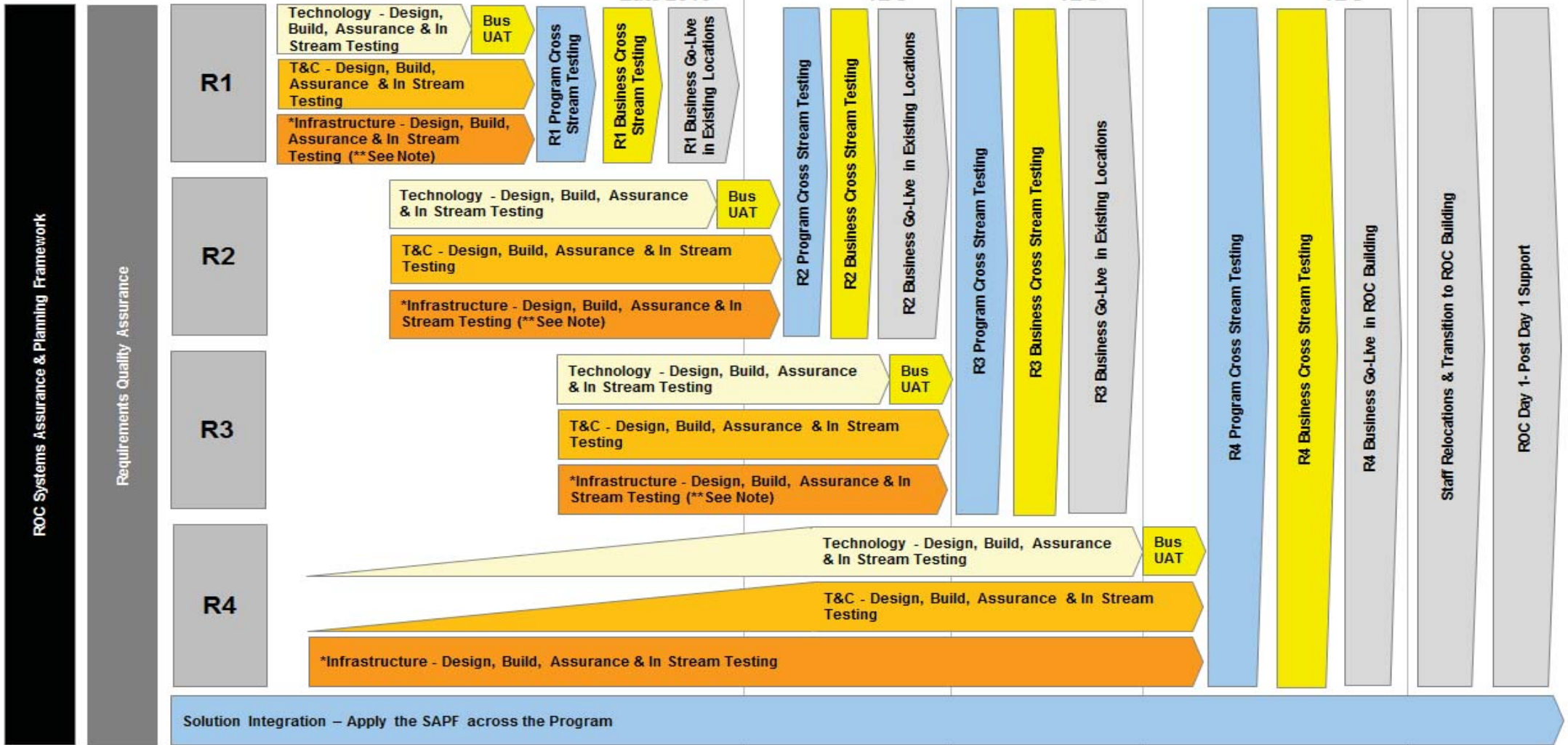
Release	Timing	Description
Release 1	Late 2016	A new incident management system to help staff who work in supporting the moving or controlling of trains to communicate, collaborate and resolve incidents faster, providing a better service to customers. The system will facilitate the resolution of incidents in real time.
Release 2	Mid 2017	A new 'day of operations' timetabling system to support train controllers in planning to recover service from a disruption. A new customer information system to provide a single source of information for service line status and service alerts for all customer and staff channels, including mobile apps, websites, Station Passenger Information screens and Variable Message Screens.
Release 3	Late 2017	Incident management, timetable changes and customer information is fully integrated with existing systems and alerts. Incidents and timetable changes are linked to customer information providing real time information.
Release 4	First Half 2018	Progressively move business functions into new ROC building.

2.7 ROC Program Test Principles

To support the ROC Program principles, wherever possible the following test principles will be applied throughout the Program:

- ROC Testing should align to Program Schedule milestones and support the Program Implementation Strategy
- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components
- Where solution components derived from requirements are tested, traceability of tests to requirements and test coverage of requirements should both be demonstrable
- Test phases will build on previous test phases to help assure the final solution delivered is safe, complete, correct and fit for purpose
- A risk based approach will be applied to testing. Test cases should be prioritised into essential, high, medium and low based on risk and be executed in priority order so far as it is feasible to do so
- For applicable test phases, Program testing should occur prior to business testing. Benefits of this approach include:
 - Using professional testers to identify defects prior to business testing will reduce business resource 'testing fatigue'
 - Build Program confidence prior to business exposure
 - Duration and iterations of business testing should be reduced
 - Business resources initial experience is positive
 - Positive word of mouth from Business testers back to their teams
- Any elements of the ROC solution(s) which are to be implemented into current operating locations should be 'Cross-Stream' tested to demonstrate the ROC solution including technology, processes, roles and infrastructure is safe, complete, correct and fit for purpose prior to implementation into business operations
- The ROC solution including technology, processes, roles and infrastructure should be 'Cross-Stream' tested from the new ROC building to demonstrate the solution is safe, complete, correct and fit for purpose prior to day one of operations
- Testing for each Release will conclude at the completion of Cross-Stream testing
- Any Business readiness activities conducted after Cross-Stream testing are not test phases. The intent of these activities will be to confirm business readiness rather than identify and resolve defects
- Program testing should include an approach to monitor and log variances in technology network performance between different sites (RMC, ICON, SMF, ROC Technology Test Lab, Belmore, ROC Building and Signal Boxes) which may adversely impact operational performance
- Test delivery should be planned so as to not compromise the organisation's ability to manage the 'day of operations'

These Principles should be applied to all major and minor releases delivered by the ROC Program as appropriate, are reflected in the ROC Program Test Management Framework Overview Diagram shown below and are referenced throughout this document.



Stream deliverables to be designed, built, assured and/or tested include but may not be limited to:

<p>Technology</p> <ul style="list-style-type: none"> - IMS - DTTS - CIMS - OVDS - Existing Application Changes - Integration - DR 	<p>Transformation & Change</p> <ul style="list-style-type: none"> - Current Processes - Future Processes - Interim/DR Processes - IR/OD Strategy - Role Definitions - Workload Baseline & Assessment - Procedures - Work Instructions - SME Training Dev & Delivery - End User Technical Training Dev & Delivery - End User Behavioural Training Dev & Delivery 	<p>Infrastructure</p> <ul style="list-style-type: none"> - Property - Control Room Floor - Support Spaces - Facilities - Control Systems - Services - Utilities - DR 	<p>* In Stream Infrastructure testing will comply with Australian Standards, Sydney Trains &/or TfNSW Engineering specifications & processes in order to achieve required certification and /or regulatory compliance.</p> <p>**Note - It remains to be seen whether the Infrastructure stream will deliver any solution components for R1, R2 or R3.</p>	<p>Business Continuity & Program Testing</p> <ul style="list-style-type: none"> - Program Test Management Framework - Program BCP Strategy 	<p>Solution Integration</p> <ul style="list-style-type: none"> - Program Roadmap - Program Safety Change Plan - Program Requirements Integration Plan - Program Integrated Configuration Plan - Program Quality Assurance Plan <p>Note - Dates are based on draft v3 of the Program Roadmap, which may be subject to change</p>
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ROC Program Test Management Framework

2.8 Stakeholder Resource Involvement

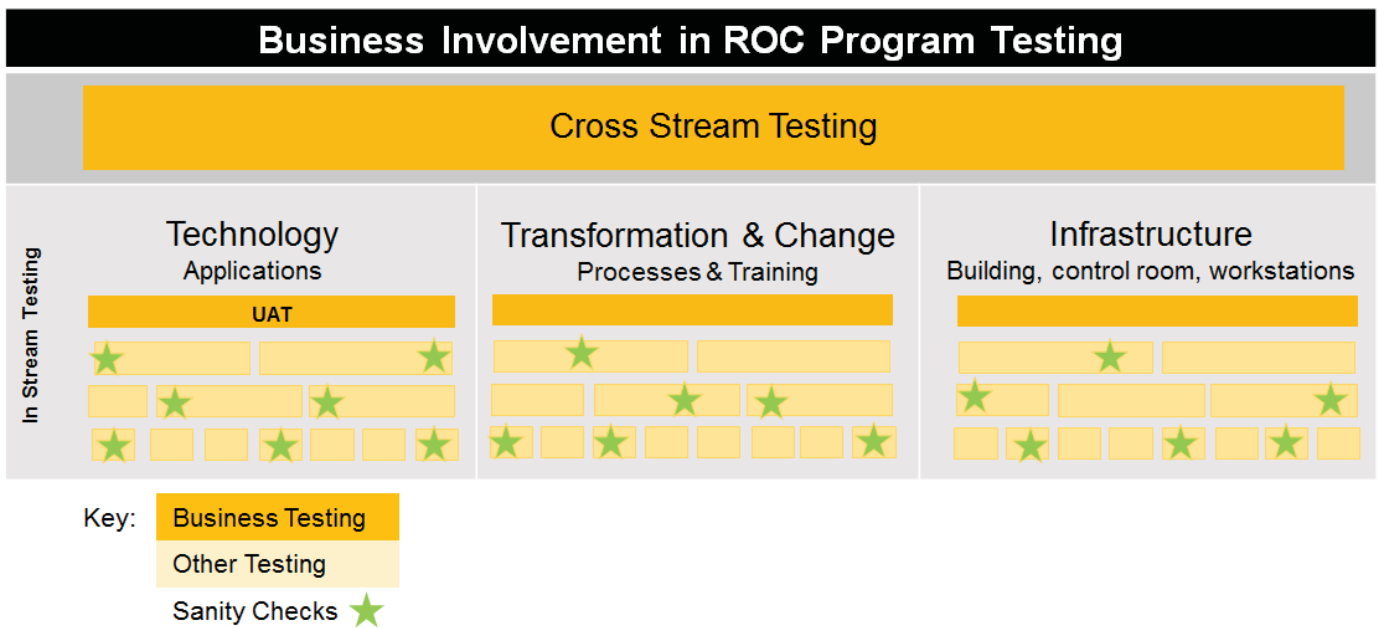
The testing of ROC Program solution components is expected to occur in layers in line with the ROC Program test principle restated below:

- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components

From a testing perspective it is anticipated stakeholders will be involved in a number of ways including:

- Review and approval of Test Planning documentation and artefacts
- Informal engagement and involvement in sanity checking the proposed solution throughout design, build and testing
- Formal participation in User Acceptance Testing
- Formal participation in Cross Stream Testing

This participation is illustrated in the diagram below:



3 Background

3.1 ROC Program Systems Engineering Approach

The scope and complexity of the ROC Program creates a broad range of conditions and contexts each ROC stream will operate within. The Program has adopted a systems engineering approach to address this challenge, with each delivery stream applying lower level methodologies as appropriate:

- The Infrastructure stream has adopted a systems engineering framework.
- The Technology stream utilises a systems architecture based practice (PEFM), however this methodology is domain specific and additional linking concepts have had to be established to enable traceability between Technology systems architecture and other streams.
- The Transformation and Change and Program Management Office requirement sets are not typically expressed in architectural terms. To manage this disconnect, new concepts and interfaces have been established to represent the artefacts produced in these streams within an architectural framework that is compatible with their respective methodologies.

The overarching systems engineering approach will assure the validity and quality of the total ROC Solution and is currently reflected in:

- The ROC Component Model
- The ROC Service Delivery Design Blueprint
- The ROC Systems Assurance and Planning Framework

3.2 The ROC Component Model

The ROC solution can be thought of as an integrated set of components being developed and delivered by streams of the ROC Program. The solution, along with interfaces and dependencies between components are described within the ROC Solution Design.

As streams develop components of the solution they will maintain consistency with the broader ROC Solution by ensuring components accurately cross reference any dependent components from within their own stream or another stream.

The ROC Component Model is represented by Figure 1 on the following page and described in more detail within the ROC Service Delivery Design Blueprint.

Delivery

Support

Infrastructure

Technology

T & C

Soln Integn

Change Visibility

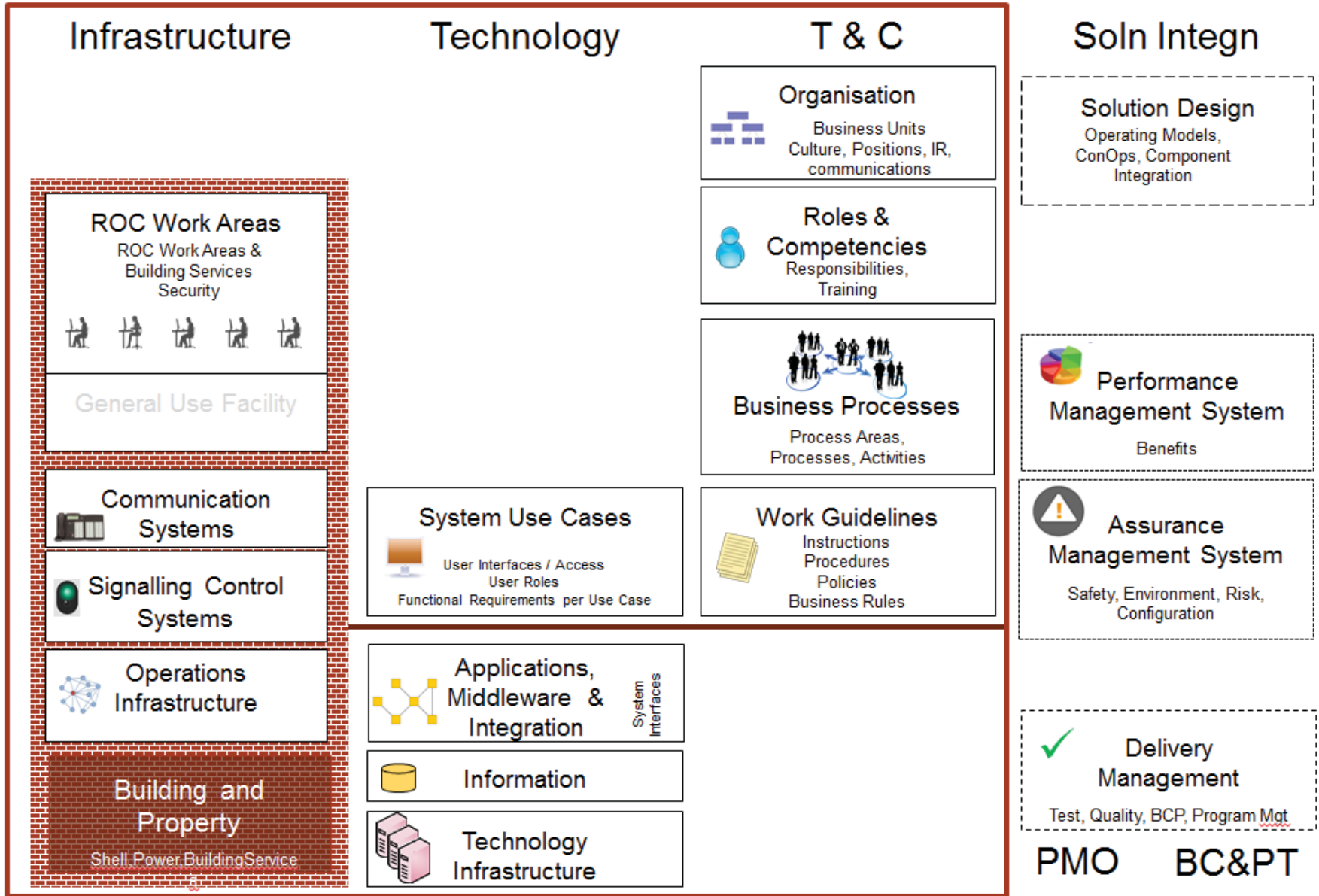


Figure 1

3.3 The ROC Service Delivery Design Blueprint

The ROC Service Delivery Design Blueprint will define a detailed logical design of the targeted solution and end state.

It establishes a holistic architecture which includes references to the types of requirements and deliverables/components of each program stream, as well as the relationships and interfaces between them.

The blueprint can be used to logically test the end to end traceability and completeness of the ROC Solution. It provides assurance components both satisfy stream requirements and also support the integrity of the ROC Program Solution as a whole. The tool allows the ROC Program to monitor key dependencies and align program activities. The blueprint includes:

- Organisational structure - roles, positions, responsibilities, accountabilities, competencies and training
- Decision support requirements - system use cases, end user acceptance testing, overall fitness for purpose
- Infrastructure - control systems and facilities design
- Stakeholder communication and governance
- Compliance and safety, legislation, policy, procedures and work instructions
- Benefits realisation

Another key benefit of this holistic architecture is that it can enable logical testing of a range of different future state scenarios (e.g. performers playing new roles, using new business processes and systems, operating from new facilities).

The service delivery design blueprint may evolve throughout the Program lifecycle. The current version is represented by Figure 2 on the following page.

ROC Program Test Management Framework

3.4 The ROC Systems Assurance and Planning Framework

While the ROC Service Delivery Design Blueprint gives the Program a detailed conceptual picture of the overall solution and targeted end state, the ROC Systems Assurance and Planning Framework (SAPF) informs the Program as to how the blueprint will be implemented.

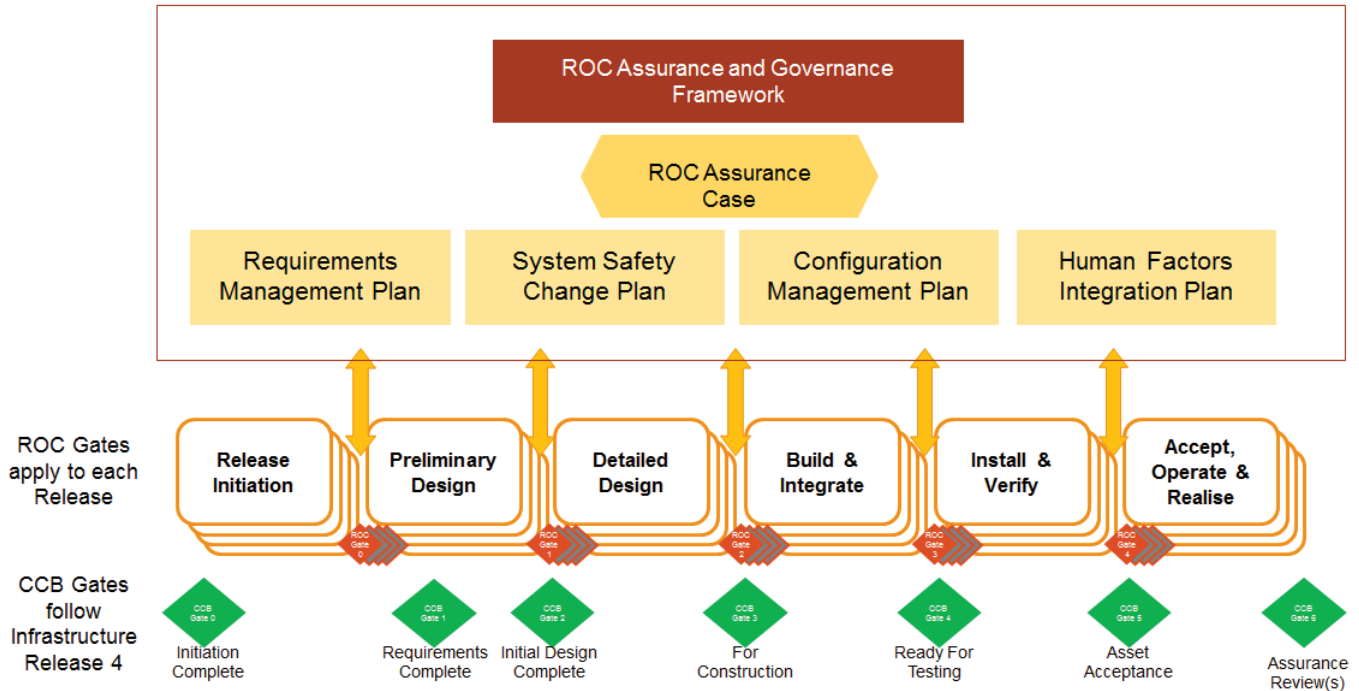
The SAPF is made up of a number of plans including:

- Assurance & Governance Plan
- Requirements Management Plan (RMP)
- Configuration Management Plan (CMP)
- System Safety (Safety Change) Plan
- Human Factors Integration Plan

The SAPF will provide the framework around systems assurance and planning for the ROC Program, helping ensure delivery of the blueprint is compatible with the needs of Program requirements traceability management.

The framework may also include any other plans which will enable the ROC Program to demonstrate assurance to governance bodies and acceptance authorities. Two additional documents which will be produced to supplement the SAPF are the ROC Program Verification & Validation Plan and the ROC Program Test Management Framework (this document).

A conceptual diagram which represents the current, agreed version of the SAPF is presented below.



3.5 ROC Program Phases and Gates

To deliver an integrated Program the ROC will need to blend traditional program management approaches with the following assurance approaches:

- Transport ASA CMAAC gates for Asset Integrity
- Sydney Trains Engineering and System Integrity CCB Hierarchy
- PMLC / PEFM
- Finance Approvals Process
- Managing Successful Programs / Prince2
- The Open Group architecture development method (TOGAF)
- Defence Capability Development (MODAF, DODAF, AUSDAF)

The ROC Program is proposing a set of consistent Phases and Gates which align with external compliance gates as outlined in the diagram below:

Program Delivery Phases & Indicative Deliverables

Program Establishment

Business Case, Business Requirements Specification, Concept of Operations, Current/Future Processes L1-3, Business Changes, Benefits [CMAAC 0]

Program Initiation

System Capabilities (High Level Requirements), Infrastructure SRS, Major System Option Evaluations (vendor qualification), Infrastructure Options, Roadmap / Release Strategy, Systems Assurance Plan, Assurance Case, Current Processes L1-4 [CMAAC 1]

Release Initiation

Establish Release Strategy, High Level Scope and Assumptions, Establish Release Working Group

ROC Gate 0

Preliminary Design

Release specific scope: business requirements (in scope), high level requirements (in scope), IT architecture design, current processes in scope, organisation, infrastructure elements, assurance case level 1-3
Design: Future state process patterns, organisation design principles
Detailed design plans for all detail design artefacts

ROC Gate 1

Detailed Design

Developing detailed requirements & design to build: functional reqs, system use cases, interfaces, architectures, sub system SRS, architect designs, future state process level 4, org design & change plan, role definitions, positions, competencies, test scenarios, assurance case L4, assurance scenarios
Detailed plans for all Build & Integrate artefacts including training plan, test plan...

ROC Gate 2

Build & Integrate

Build and integrate systems, build human performance capability, build facilities
Position definitions, establishment, IR, Procedure writing, Provide training to build competency, Workflow config, Unit, System, Integrated, test
Detailed plans for all Install & Verify artefacts including E2E test verification, safety assurance verification...

ROC Gate 3

Install & Verify

Capabilities are available in the live environment (including DR and BCP) but are not in use
Final verification and assurance, acceptance by external compliance stakeholders

ROC Gate 4

Accept, Operate & Realise

Business accepts into service, operational usage commences - people performing new jobs, major systems being used, hand off to BAU, cumulative performance and benefits tracking

Program Close

Conclude benefits tracking, full BAU hand over for operations and maintenance

Per Release

ROC Program Test Management Framework

3.6 ROC Program Verification & Validation

Verification and Validation (V&V) will be applied across a number of ROC Program deliverables. In the context of the SAPF and the ROC Program V&V Plan, there will be many methods by which the Program will assure the quality of deliverables including:

- Documentation review and sign off
- Engineering certification
- Regulatory and legislative compliance
- Various types of testing and test phases
- Combinations of the assurance methods listed above

In the context of the wider Systems Engineering approach, ROC Program testing will be one method by which the Program will:

- Assure the solution and end state delivered are safe, complete, correct and fit for purpose
- Assure Sydney Trains is adequately prepared for the implementation of the solution (or elements of the solution) into business operations

The focus of the ROC Program Test Management Framework is the sub-set of Program deliverables which will be assured by testing.

The ROC Program V&V Plan will:

- Reflect the stream deliverables to be assured in line with the SAPF
- Propose the method by which each deliverable will be assured

Just as the SAPF overarches the ROC Program V&V Plan, the Program Test Management Framework overarches In-Stream and Cross-Stream testing. Where a deliverable is to be assured by testing, it is expected the types of test planning documentation illustrated in the table below will be produced.

ROC System Assurance & Planning Framework		
ROC Program Verification & Validation Plan		
ROC Program Test Management Framework		
Technology Test Strategy	At the time of writing no T&C deliverables have been identified which will be assured by in-stream testing	Infrastructure Test Strategy
Technology Release Test Plans		Infrastructure Sub-Stream Test Plans
Technology Detailed Test Plans		Infrastructure Detailed Test Plans
Technology Test Summary Reports		Infrastructure Test Results
Technology Test Artefacts		Infrastructure Test Artefacts
Cross Stream Test Strategy		
Cross Stream Detailed Test Plans		
Cross Stream Test Summary Reports		
Cross Stream Test Artefacts		

3.7 Test Documentation and Artefact Deliverables

Further to this Program Test Management Framework, for deliverables which will be assured by testing it is expected the following types of documentation and artefacts may be produced:

Deliverable	Deliverable Description	Deliverable Type & Approval Method
Test Strategy	Test Strategy documents apply to the Program and should align to the Program Test Management Framework. The strategy details the overall testing scope, approach, tools, environments, test management procedures, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream. These elements should combine to outline a test strategy which will provide objective evidence the new or changed service meets stakeholder requirements.	Document - Review & Approval
Master Test Plan (MTP)	Master Test Plans apply to a Release and should align to the Program Test Management Framework and the Test Strategy. For each Release the Master Test Plan details the testing scope, approach, tools, environments, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream.	Document - Review & Approval
Detailed Test Plans (DTP)	DTP's should be produced for each test phase and align to the Test Strategy and Master Test Plan. They provide details around the schedule, scope, approach and technical considerations. The DTP identifies resource requirements, communicates roles and responsibilities and articulates the time frames tasks need to be performed within. Any deviation from the Test Strategy or MTP should be highlighted in the DTP.	Document - Review & Approval
Test Objectives Matrix (TOM)	Test objectives can be derived from the business, functional and/or system requirements depending on the test phase. Test Objectives must be mapped to Requirements Traceability Matrix (RTM) for traceability and to demonstrate coverage of requirements. The Test objectives describe "what is to be tested".	Document - Review & Approval
Test Cases	The scenarios to be executed during testing. Test cases are derived from and should cover of the test objectives, including both positive and negative scenarios. Test cases include details around 'how' the testing will be executed in order to meet the test objective(s). They should be written at a level that takes into account the experience of the tester and the risk level of the test. Existing artefacts should be leveraged wherever possible when preparing test cases.	Document - Review & Approval
Test Results	Specific test results, like screenshots, application reports & logs required in order to verify the execution outcome of a test case. Test results will be produced for each test case executed and be stored in HP ALM, including pass/fail status.	Artefact – Approved via Review & Approval of the TSR
Defects	Each defect identified during testing will be documented in the HP ALM defect Management system, where progress and resolution will be tracked.	Artefact – Approved via Review & Approval of the TSR
Periodic Status Reports	Regular reports which outline test status, progress, major issues, resource issues and any schedule impacts. The test statistics and analysis support daily management and evaluation of test status and corrective action where required in order to meet milestone delivery dates.	Artefact –Review & Approval not required
Test Summary Report (TSR)	A report produced at the conclusion of a test phase to summarise test results measured against the test exit criteria for the test phase.	Document - Review & Approval
Automation Test Suites	Suite(s) of automation test scripts. Creation commences during System Integration Testing for reuse in subsequent integration test phases	Artefact – Approved via Review & Approval

4 Document Information

4.1 Document Evolution

In January 2015 representatives from within the ROC Program agreed an interim version of this document (v1.0) was fit to inform technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early, high level view of the test framework which will be applied to the ROC Program. Vendor(s) required a clear understanding of their responsibilities in relation to testing in order to produce a Best and Final Offer (BAFO) early in 2015. The BAFO was one of a number of deliverables vendor(s) produced during High Level Design and was an important input in the context of Sydney Trains technology vendor evaluation and selection criteria.

This next iteration has been produced to:

- Reflect the evolution in thinking related to the Program Test Management Framework between January 2015 and January 2016
- Align with ROC Release 1, Gate 2 deliverables
- For internal and external Program stakeholder review and approval to provide an agreed Program baseline

This document may need to be updated within the lifecycle of the ROC Program if thinking around the Program Test Management Framework evolves in a material way. An outline of the evolution the document has been through and may go through in the future is outlined below:

- V0.1 – First draft internally reviewed by the ROC Program team
- V1.0 – Document updated with feedback from the review of v0.1. Agreed interim version was issued to inform technology vendors at the commencement of the program High Level Design Phase
- V1.1 – Document updated for Release 1, Gate 2 milestone and internally reviewed by the ROC Program team
- V1.2 - Document updated with feedback from the review of v1.1 and distributed for internal Program endorsement
- V1.3 - Document distributed for external stakeholder review
- V2.0 – Document updated with feedback from external stakeholder review and distributed for endorsement/approval by internal and external Program stakeholders to provide an agreed baseline

This approved baseline would then be subject to change control. If thinking around the Program Test Management Framework evolves in a material way as the program moves through the Design and Delivery Phases, further iterations of this document may be produced for review and approval.

If updates are required, a new version of the document will be formally issued to stakeholders both internal and external to the ROC Program for review and feedback. The document would then be updated based on feedback from the review and reissued for formal sign off to provide a new agreed baseline. At any point in time the approved ROC Program Test Management Framework should serve as a reference for subsequent, more detailed testing documentation which will be produced by the Program.

4.2 Document Purpose

This document provides a high level view of the in-stream testing to be performed within each Program delivery stream. It also outlines how these tested components will be brought together for cross-stream testing to verify the E2E ROC solution at a Program level.

Producing the second iteration of this document for the Release 1, Gate 2 milestone limits the level of detail which can be included as the following types of information may not be fully defined:

- Implementation and Support Contracts with selected technology vendor(s)
- Outputs of the Program Detailed Design phase(s)
- Data Architecture
- ROC Program BCP Strategy
- Program Implementation Plans and Release Management Strategy
- Program Test Environment Management Plan

Despite these limitations, there are a number of benefits in developing a second iteration of the Program Test Management Framework for Release 1, Gate 2 including:

- Providing Program stakeholders with an early, high level view of how ROC Program components will be tested in order to gain high level agreement around the Program Test Management Framework
- Establish an agreed framework around test approach, language and guidelines upon which subsequent, more detailed testing documentation will be based
- Define test management and governance procedures and controls for the ROC Program

Given the different disciplines in play across the ROC Program it is unlikely a 'one size fits all' approach to testing will be appropriate. It is not the intention of this document to be prescriptive or mandate a specific approach across the entire Program. This framework should be applied to Program Testing where it is appropriate to do so. Accepted approaches from different domains and disciplines can be integrated into this framework as required.

Note - In the event of any inconsistencies between this document and the contract(s) with Program vendor(s), the terms of the contract(s) shall prevail to the extent of the inconsistency.

4.3 Document Scope

This document will provide a high level view of the testing required in order to gain acceptance to implement Releases of the ROC Program solution into Business operations.

Required activities which occur as part of the implementation/deployment process or post operational go-live will be within the scope of the ROC Program, but outside the scope of this document. Examples include:

- Post Implementation Verification (PIV) is an activity undertaken as a step in the Production Implementation Plan to verify technology system(s) have been successfully deployed to the Production environment, are ready for business operations to 'go-live' and deployment roll back is not required. PIV will be detailed within implementation documentation
- Handover and acceptance of technology application maintenance and support to Team(s) within Sydney Trains

4.4 Intended Audience

The ROC Program Test Management Framework has a broad audience including:

- The ROC Program Team
- ROC Program vendor(s)
- Impacted areas and stakeholders within Sydney Trains
- Impacted areas and stakeholders outside Sydney Trains
- Interdependent Programs

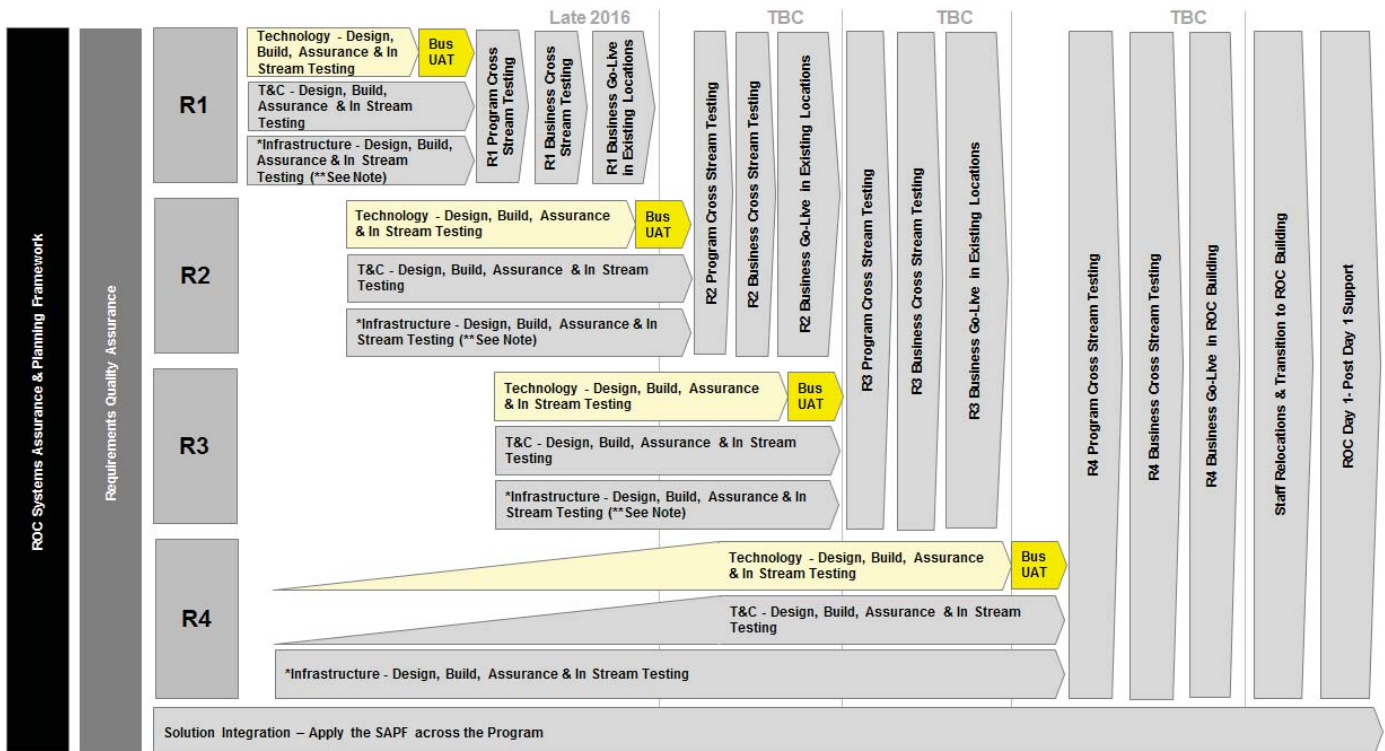
This audience and their respective roles and responsibilities are outlined in the 'Document Approvals, Endorsement and Distribution' section of this document.

ROC Program Test Management Framework

5 In-Stream Technology Testing

In-stream testing refers to the testing performed on the solution components of a single ROC Program delivery stream.

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Technology testing refers to the areas indicated below:



The ROC Technology Stream went to market with an RfP to deliver four sub-projects:

- SP1 – Day of Operations Train Timetabling System (DTTS)
- SP2 – Incident Management System (REM)
- SP3 – Customer Information Management System (CIMS)
- SP4 – Systems Integrator

In addition, the Technology Stream will also deliver:

- Operational Visual Display System (OVDS)
- Changes to existing Sydney Trains applications

Some of the Systems Integrator early documentation deliverables include:

- ROC Technology Test Strategy - An overview of the testing which will be applied to new technology systems and changes to existing systems, including the quality target metrics technology deliverables will be measured against.
- ROC Technology Environment Management Strategy (TEMS) - The non-Production environments required to support the Test Strategy and deliver the Program, including how the environments are to be managed.
- System Test Plans - Testing which is to be applied to new technology systems and changes to existing systems up to and including System Acceptance Testing.

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases. It is anticipated each technology system/change delivered will progress through the test phases listed below, which are detailed further within Appendix B of this document.

- Shakedown Testing
- Unit Testing (UT)
- System Testing (ST)
- System Acceptance Testing (SAT)
- System Integration Testing (SIT)
- Load & Performance Testing (L&P)
- Security & Penetration Testing (S&P)
- Automated Regression Testing
- Program User Acceptance Testing
- Business User Acceptance Testing

To ensure the integrity of component being tested, in conjunction with each test phase it is also expected an appropriate level of regression testing will be performed.

This approach will need to be ratified during the program Detailed Design Phase(s), then reflected in the ROC Technology Test Strategy document and subsequent Technology test planning documentation and artefacts.

The ROC Program will seek to produce consistent technology testing related documentation deliverables, particularly when these deliverables are to be reviewed by stakeholders outside of the Program. Sydney Trains/ROC Program templates should be used as a benchmark, be modified as little as possible and by mutual agreement.

Technology In-Stream testing and assurance will include formal business acceptance of Technology Stream components. On a Release by Release basis, assured technology components will be brought together with assured components from the T&C and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Technology, T&C and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

5.1 Technology In-Stream Testing – Release 4

The early and gradual ramp up of Technology In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions into existing locations. As these new technologies will transition into the ROC facility once it has been built, the Technology Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology

Stream to validate infrastructure designs against Technology components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

5.2 Configurable Off the Shelf (COTS) Products and Defects

The ROC Program principles which underpin the technology design and implementation approach are restated below:

- The overarching philosophy of the technology program is to “Buy not Build” technology capability to meet the identified business needs
- New technology systems to be introduced will be ‘off the shelf’ to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to ‘out of the box’ as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies

In response to these principles, the Program’s technology RfP sought to identify products which could deliver the required functionality via configuration of COTS products without the need to customise the base products. Despite this, the risk remains detailed design, build and testing could identify required functionality which can only be delivered via a change to the underlying COTS products. Given the lead time required to change the base product can be much greater than the time required to change product configuration, this represents a potential risk to the Program schedule.

The Program Test Management tool will be set up to clearly differentiate between:

- Defects which can be resolved via changes to product configuration
- Defects which need to be resolved via a change to the underlying COTS product

While the ROC Program may raise, track and manage both types of defects in HP ALM, fixes for the latter are expected to be delivered via product vendor roadmap(s) and internal processes. These activities would be cross referenced and tracked in HP ALM.

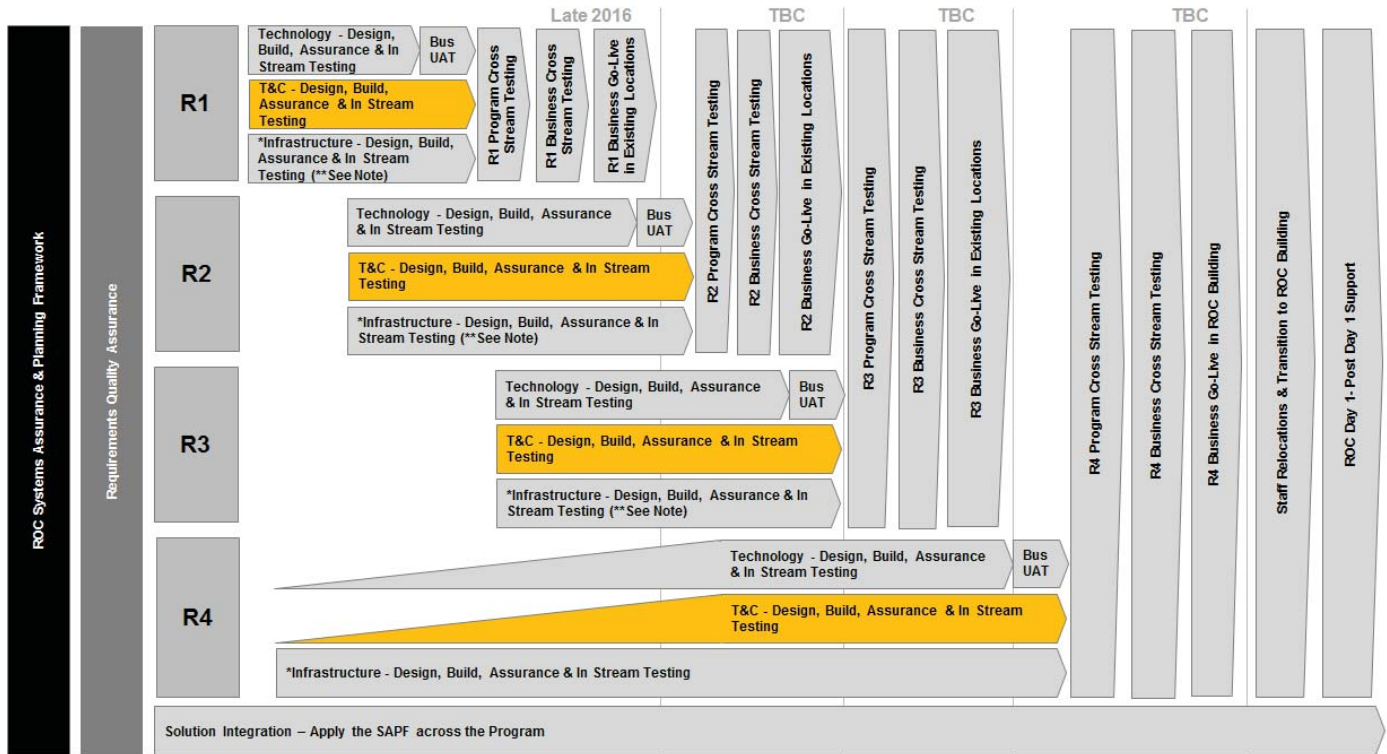
5.3 Enterprise Release Management

Within Sydney Trains, technology changes being delivered to the Production environment fall under Enterprise Release Management (ERM), which co-ordinates the scope of Enterprise Releases, impact assessments and gates Release content. One of the gates changes must pass through is the Change Approval Board (CAB), which provides the final approval required prior to Production deployment. It is anticipated ROC driven technology changes including both new systems and changes to existing applications will fall under ERM and require CAB approval prior to being deployed to Production.

ROC Program Test Management Framework

6 In-Stream Transformation and Change Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Transformation and Change (T&C) testing refers to the areas indicated below:



The T&C Stream solution components which are expected to require a level of assurance include:

- Current Processes & Future Processes
- Interim/BCP Processes
- IR/OD Strategy
- Role Definitions
- Workload Baselining & Assessment
- Procedures
- Work Instructions
- SME Training Dev & Delivery
- End User Technical Training Dev & Delivery
- End User Behavioural Training Dev & Delivery

Under the SAPF, the T&C Stream will develop an assurance strategy and plan(s) which will articulate the method by which each of these components will be assured.

On a Release by Release basis, the following T&C components will be used to verify technology systems delivered meet business requirements by testing the technology within the context of business processes and roles.

- Role Definitions
- Future Processes
- Procedures
- Work Instructions

As such, these T&C components will form the basis of Technology UAT scenarios and will need to be adequately assured within the T&C Stream to ensure they are mature enough to be relied upon as inputs to Technology UAT design.

T&C In-Stream testing and assurance will include formal business acceptance of T&C Stream components. On a Release by Release basis, assured T&C components will be brought together with assured components from the Technology and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the T&C, Technology and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

6.1 T&C In-Stream Testing – Release 4

The early and gradual ramp up of T&C In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

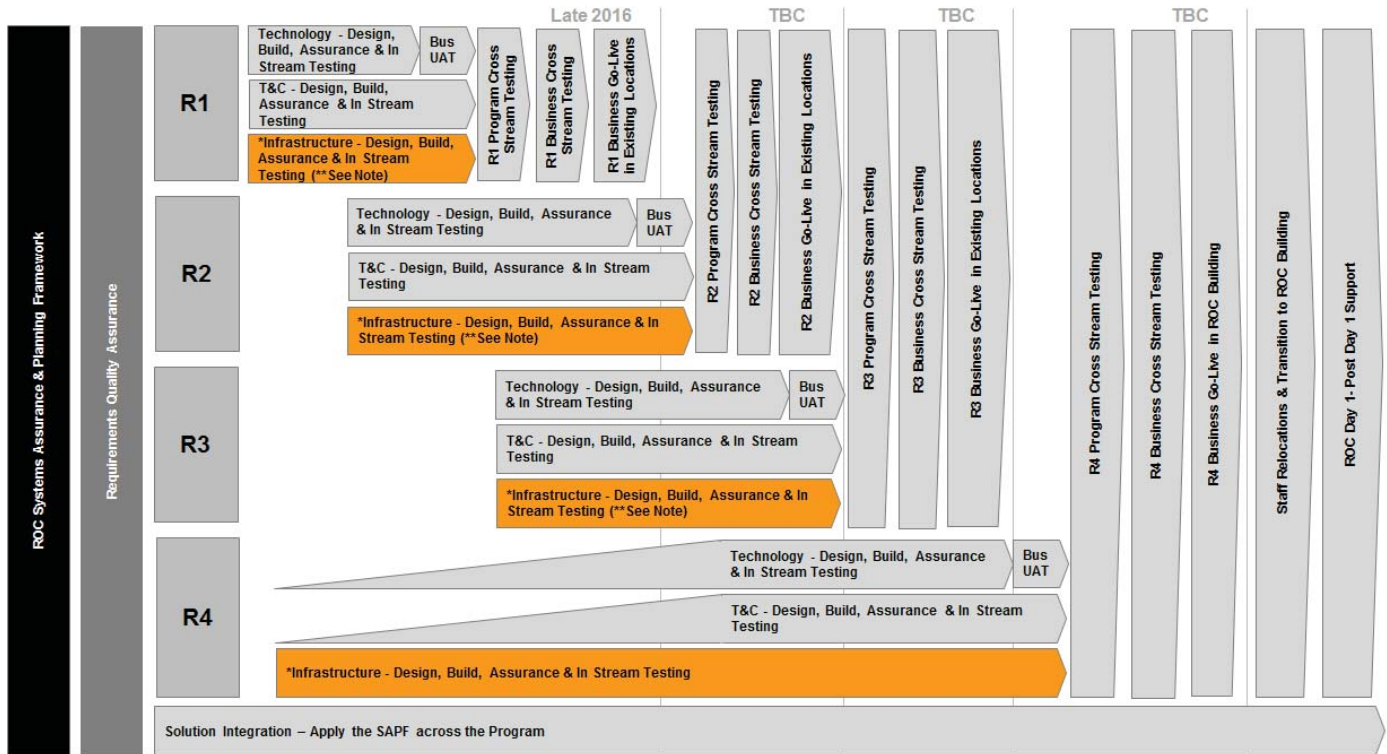
Releases 1, 2 & 3 will deliver new processes and ways of working into existing locations. As these new ways of working will transition into the ROC facility once it has been built, the T&C Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the T&C Stream to validate infrastructure designs against T&C components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

ROC Program Test Management Framework

7 In-Stream Infrastructure Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Infrastructure testing refers to the areas indicated below:



The ROC Program Infrastructure Stream has been structured into three sub-streams being:

- Operational Technology Systems
- Signalling Control Systems
- Property, including Security, Architecture, Building Shell and Building Systems

While the primary focus of the Infrastructure Stream will be delivery of the new building and the systems which reside within it, there may also be Infrastructure components delivered as part of Releases 1, 2 & 3.

Each Infrastructure sub-stream is expected to produce a number of components which will require testing and assurance. Under the SAPF, the Infrastructure Stream has developed an Infrastructure Assurance Plan (IAP), which articulates the method by which each of these components will be assured.

Where In-stream testing of Infrastructure components is required, it will be undertaken as part of the commissioning and testing processes which will be carried out by the ROC Infrastructure delivery stream. These processes must comply with Australian Standards, Sydney Trains and/or TfNSW Engineering Specifications and achieve required certification(s) and/or demonstrate regulatory compliance as required.

Infrastructure In-Stream testing and assurance will include formal business acceptance of Infrastructure Stream components. On a Release by Release basis, assured Infrastructure components will be brought together with assured components from the Technology and T&C Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Infrastructure, T&C and Technology Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

7.1 Infrastructure In-Stream Testing – Release 4

The early and gradual ramp up of Technology and T&C Assurance and In-Stream Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions and new ways of working into existing locations. As these new technologies and ways of working will transition into the ROC facility once it has been built, is the Technology and T&C Streams will in fact be delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3. As such, the solutions implemented in these earlier Releases will inform the design of the new facility.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology and T&C Streams to validate infrastructure designs against the components of these streams for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

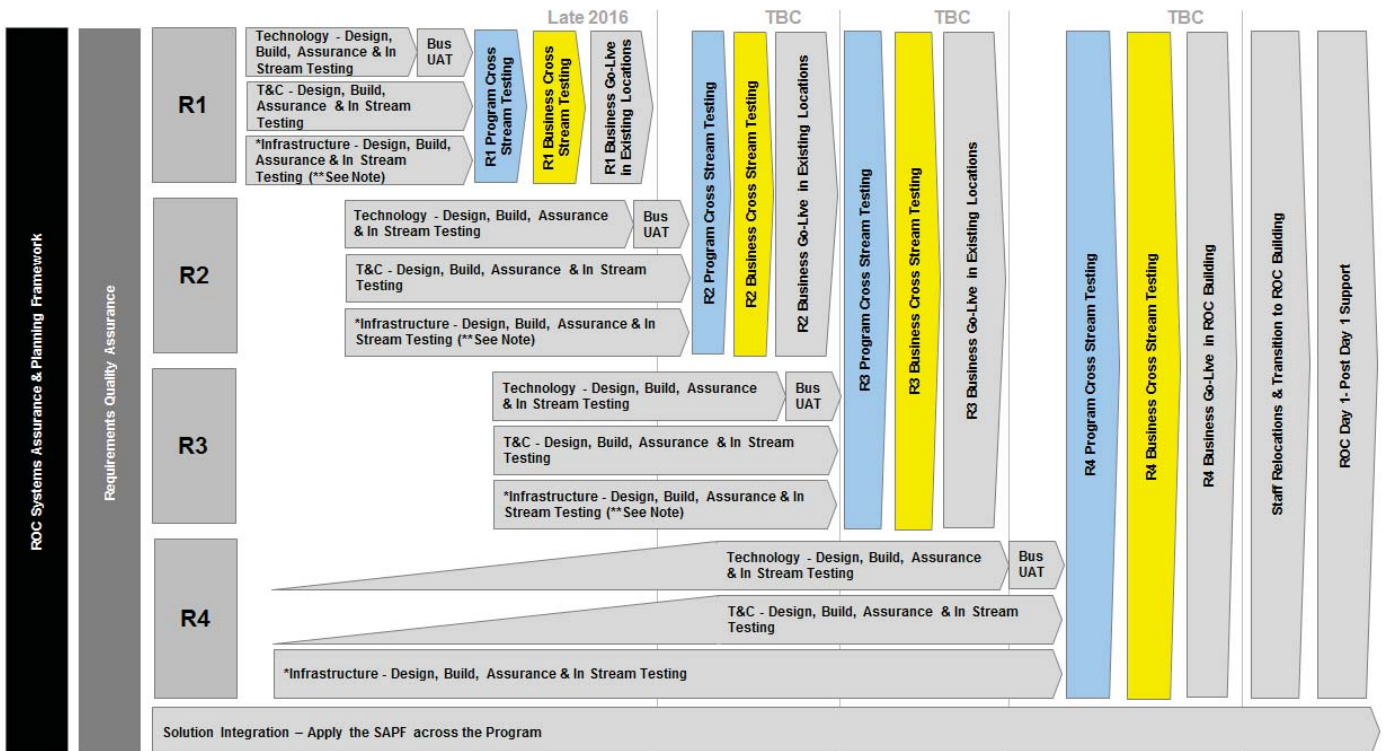
ROC Program Test Management Framework

8 Cross-Stream Testing

Cross-Stream testing refers to the integrated testing performed across components from more than one ROC Program stream.

The Business Continuity & Program Testing stream will lead all Cross-Stream test phases on behalf of the ROC Program. Program streams, Portfolio Teams and vendor(s) will be expected to support Cross-Stream testing and specifically support any of their components being tested.

In the context of the ROC Program Test Management Framework Overview Diagram, cross-stream testing refers to the areas indicated below:



8.1 Cross-Stream Testing

Test Phase Definition:	<p>Cross-Stream Testing will provide an opportunity to simulate 'new ways of working' as realistically as possible up to and including the boundaries and touch points with existing, unchanged Business processes. This will involve testers acting in new roles, using new business processes, technology and infrastructure to exercise the ROC solution. Components of the solution can be refined and scenarios re-run as required to demonstrate the solution provides the business with a safe, workable and robust way to manage operations which is also compliant with Human Factors requirements.</p> <p>In-Stream assurance and testing provides risk mitigation against defects being identified during Cross-Stream Testing. This is important given the resources, effort and logistics required to run Cross-Stream Testing scenarios are expected to be significant and the lead times to deliver certain defect fixes into Cross-Stream Testing will be considerable.</p> <p>A small subset of ROC processes will be identified and agreed to be the Cross-Stream test scenarios for each Release based on criteria of business criticality, frequency of use, risk and functional coverage.</p> <p>A ROC test principle states program testing should occur prior to business testing. Program test resources will execute Program Cross-Stream Test scenarios in order to identify and resolve defects prior to Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Use of professional test resources to save Business resources from 'testing fatigue'• Build program confidence prior to business exposure <p>Business resources will then execute Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Duration, iterations and defects greatly reduced by program testing• Business resources initial experience with the ROC solution is positive• Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of defects identified during Cross-Stream Testing.</p> <p>If defects which could have been identified and resolved during In-Stream testing and assurance are found during Cross-Stream Testing we would conclude In-Stream testing and assurance activities could have been more effective. If this is the case, further analysis should be conducted to determine how these activities can be improved for future Releases.</p> <p>If Cross-Stream Testing identifies and resolves the types of defects which can only be identified by bringing together the components of ROC Program streams and simulating 'new ways of working' as realistically as possible, we can conclude Cross-Stream Testing has served its purpose and In-Stream testing and assurance activities have been effective.</p> <p>It is envisaged heavily leveraging the test planning and preparation artefacts from In-Stream testing will be the most efficient way to deliver Cross-Stream Testing.</p>
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Test Phase Owner:	<ul style="list-style-type: none"> Business Continuity & Program Testing Stream
Test Resources:	<ul style="list-style-type: none"> Program Cross-Stream Testing – ROC Program resources Business Cross-Stream Testing – Sydney Trains business users (ROC SME's) Vendor, System Integrator and APD Test support via participation in defect triage, defect rectification, progression and regression testing of defect fixes for delivery to Cross Stream Testing as required
Test Governance:	<ul style="list-style-type: none"> ROC Program
Deliverables:	<ul style="list-style-type: none"> Cross-Stream Test Strategy Detailed Test Plan (DTP) for Cross-Stream Testing of each Release Test Objective Matrix (TOM) Test Scenarios Test Results (including evidence - screenshots, log files as required) Daily Status Report(s) Daily Defect Report(s) Test Summary Report (TSR) for Cross-Stream Testing of each Release
Test Location:	<p>Release 1, 2 & 3 - Expected to be the Belmore BCP facility, which will provide additional assurance Belmore is fit for purpose as a ROC BCP facility.</p> <p>Release 4 - Expected to be the ROC building, which will provide additional assurance the ROC is fit for purpose and ready for operational go-live.</p>
Test Environment:	ROC Cross-Stream environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>The Business Continuity & Program Testing Stream should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p>
Test Tool:	HP ALM
Test Artefacts:	Cross-Stream testing scenarios, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program

8.2 Requirements Quality Assurance (RQA)

The objective of RQA is to identify and remediate ambiguity, conflicts, inconsistencies, incompleteness or redundancy in requirements and/or specifications prior to a component or system being built. By improving the quality of requirements, RQA can enable design acceleration and decrease the duration and iterations of test phases as potential defects are identified and remediated prior to build.

The ROC Program has engaged an external consultancy with the tools, systems and expertise to provide an RQA 'proof of concept' for ROC Release 1. If this proof of concept is found to have been a good investment from a cost versus benefit perspective, the ROC Program may look to apply the approach more broadly across the Program. This activity will complement both the Requirements Management Plan (RMP) being delivered under the Systems Assurance and Planning Framework (SAPF) and the use of Holocentric as outlined below.

- The RMP provides an integrated approach for the management of requirements on the ROC Program including requirement definition, capture, documentation, traceability, baselining, version control and change management
- As the ROC Program's requirements management tool, Holocentric will be used to manage requirements in line with the recommendations within the RMP
- RQA will help to ensure requirements entered into Holocentric and managed in accordance with the RMP are of a high quality

8.3 Human Factors

The Sydney Trains rail network is a technical system, in which people are as much an integral part as any technology system or mechanical component. Technical systems are becoming more wide-reaching and complex, so it is essential to consider their impact on:

- Individuals, their knowledge, competence, skills, and abilities
- Local conditions, the workplace and how people perform as a team
- How the organisation employs people as valuable assets and invests in them

Human Factors supports the design of rail systems which optimise the contribution of rail staff. This can include the design of cabs, signalling panels, training courses and materials, management, recruitment processes, and control rooms. Applying human factors knowledge at the start of a project can reduce the need for re-design once systems have entered service, increase efficiency, reduce the potential of staff turnover, and increase productivity for the organisation as a whole.

On this basis, Human Factors will be a consideration throughout the ROC Program and within the design phases for T&C, Infrastructure and Technology Stream solution components.

A Human Factors Integration Plan will be delivered under the SAPF. This plan will outline how Human Factors requirements and assurance will be embedded within the ROC Program Design, Delivery and Testing Phases.

Cross-Stream Testing will represent a further opportunity to confirm how all the Human Factors elements of each stream come together and interact across the ROC program solution.

8.4 Early Business Benefits

In keeping with the sub-set of program principles listed below, ROC will look to identify opportunities to implement elements of the ROC Solution into current business locations prior to the new ROC building being ready to occupy, thereby delivering early benefits to the business.

- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit and the level/rate of impact on affected users
- The program will avoid a “big-bang” implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided that the business benefits associated with the new technology can be realised

Early realisation of these benefits will largely be enabled by the implementation of ROC Releases 1, 2 & 3 into current Business locations. Cross-Stream Testing will be applied to these Releases prior to any elements of the solution being operationalised. It is expected Release 4 Cross-Stream Testing may occur from the new ROC Building prior to staff relocations and ROC Day 1 operational go-live.

Delivery of ROC Program changes into Business operations are dependent on both the deployment of new/change technology into the Production environment and business readiness to go-live. Wherever possible the ROC Program plans to decouple these two activities.

9 Appendix A - Test Management Procedures

The general Test Management Procedures which will be adopted by the Technology Stream of the ROC Program are outlined in the sections below and are applicable to both internal Sydney Trains teams and vendor(s). These approaches may be applied to other Streams of the Program to the extent they are appropriate.

The test process typically involves the following stages:

- The **Engagement and Estimation** stage was largely conducted during preparation of the ROC Final Business Case
- The **Planning** stage lays the foundation for the test effort. The primary outputs of the planning stage are the ROC Program Test Management Framework (this document) and resulting Test Strategy documentation which will be produced by the program

Testing is an iterative process. Each test phase will transition through the following stages:

- **Preparation:** This stage builds on the initial planning effort. Detailed Test Plans DTP(s), Test Objectives Matrix TOM(s) and test cases are produced in preparation for test execution. Other key deliverables from this stage include the Technology Test Strategy, the Technology Environment Management Strategy (TEMS) and establishment of the test environment(s).
- **Execution and Reporting:** This phase involves execution of testing, tracking and reporting test execution and defect status. At the conclusion of execution, when the exit criteria have been met a Test Summary Report (TSR) is produced. The TSR provides an overview of the execution effort, associated test metrics, any major outstanding issues and generally provides a recommendation based on the test results.
- **Evaluation** is final stage of testing. The purpose of evaluation is to reflect, review and evaluate the overall test effort and activities to identify the things which worked well and should be retained within the testing process, as well as any opportunities to improve the way testing is conducted.

The execution of each of the nominated test phases often requires the involvement of many stakeholders. Test management and coordination becomes a complex undertaking. In particular the identification, coordination and availability of testing resources can be challenging. All personnel involved with the test effort need to understand their contribution as outlined in the 'Roles and Responsibilities' sections within test planning documentation.

The Test Strategy, Test Plans and associated test deliverables, are required as part of the overall Test Management Control System. They enable standardisation of the approach and management of testing, integrated planning and scheduling activities. These test management controls work in-conjunction with the Program Management Plan and the test execution controls as outlined in the following sections.

9.1 Entry and Exit Criteria

The following are examples of general test entry and exit criteria. Any additional criteria specific to particular test phase(s) should be called out in the DTP for that test phase:

Entry Criteria:	<ul style="list-style-type: none">• Artefacts which test planning and preparation are dependent upon have been approved e.g. Requirements and Design documents• Test planning and preparation artefacts have been approved and/or accepted e.g. Test Strategy, MTP, DTP, TOM, test cases/scripts• Approved test cases have been loaded into the test management tool and testers have been granted the required level of access• Formal defect management and reporting process established• Availability of resources required to execute testing has been confirmed• Availability of resources required to analyse and resolve defects has been confirmed• Defect rectification SLA's are in place• Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known defects and workarounds• Correct version(s) of deployment package(s) have been deployed to the test environment(s)• Test environments are available and in a fit state as confirmed by Shakedown Testing• Correct test environment access and credentials have been granted to testers• Test Data of sufficient quality, quantity and diversity to enable testing is available• Previous test phase exit criteria has been met and where applicable the TSR has been reviewed and approved by relevant stakeholders <p>Once all test entry criteria have been met a test phase may commence.</p> <p>Where entry criteria have not been met the test phase cannot commence. Any deviation from the test entry criteria must be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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Exit Criteria:	<ul style="list-style-type: none">• All test cases have been executed and the outcome recorded in the test management tool. An explanation has been provided for any test case which has not been executed• All defects identified during the test phase have been recorded in the test management tool and are available for review• No Severity 1 or Severity 2 defects outstanding• An agreed action plan is in place to address outstanding severity 3 and severity 4 defects including target resolution time frame <p>The number of outstanding severity 3 and severity 4 defects and the cumulative impact of these defects on the overall solution must be accepted by Sydney Trains.</p> <p>Once all test exit criteria for a test phase have been met a TSR may be prepared.</p> <p>Where exit criteria have not been met the test phase should not conclude.</p> <p>Any deviation from the agreed exit criteria would need to be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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9.2 Test Phase Gate Meetings

Program Test Teams (with stakeholder participation as required) will conduct test gating meetings prior to commencement of test execution for each Program test phase. These meetings will serve as a checkpoint to determine whether:

- Exit Criteria from previous test phase have been met
- Entry Criteria for the following test phase have been met
- Any other risks, issues or constraints exist which need to be reviewed in the context of the coming test phase

9.3 Test Phase Suspension & Resumption

If any defects identified seriously impact test progress the Program Test Manager, in consultation with Program Management may elect to suspend testing. Criteria which might justify test suspension include:

- Hardware/software is not available at the times indicated in the project schedule
- Product under test contains one or more critical defects which seriously prevent or limit testing progress
- Assigned resources are not available when needed for test execution and/or support

If testing is suspended, resumption will occur when the problem(s) which caused the suspension have been resolved. Where the cause of suspension is a critical defect, the fix must be successfully verified by the test team before testing resumes.

9.4 Risk Based Testing

Risk will often be a critical consideration when the ROC Program Management is making decisions. At its core, testing is about quantifying and mitigating risk.

The ROC Program will adopt a risk based approach to testing which will assist with understanding and managing risk. This approach involves the prioritisation of test cases into essential, high, medium and low using criteria based on likelihood and/or impact of failure including:

- Priority of requirement(s) being tested
- Business criticality of the function
- Frequency of use
- Functional coverage

So far as it is feasible to do so, tests will be executed in priority order. Benefits of this approach include:

- Defects related to high priority test cases are identified earlier in a test phase
- At any point in time tests not executed are at the lower end of the priority scale

If test execution were to come under schedule pressure there are a number of options available to the Program including:

- Increasing resources working on testing
- Working extended hours and/or weekends
- Reducing the scope of testing to be executed

The latter can introduce an increased level of risk. In the event ROC Program Management need to consider reducing the scope of a test phase or exiting a test phase prior to the exit criteria being met for any reason, one of the primary considerations will be the level of risk the Program and stakeholders are prepared to accept.

Test related information can be produced to help decision makers and stakeholders quantify the risk associated with any such decisions. This information would be a key input to gaining the understanding and agreement required to deviate from the Program's Test Management Procedures.

9.5 Test Tools

The following test tools and applications will be used by the ROC Program:

- HP ALM is Sydney Train's enterprise test management tool. Test teams (both Sydney Trains and vendor) will utilise HP ALM for the management of manual test execution and defect management from SAT onwards as a minimum
- LoadRunner is Sydney Train's enterprise load and performance test management tool. It helps measure the behaviour and performance of a system under load. LoadRunner can emulate simultaneous and realistic system usage by thousands of users across an enterprise and employs performance monitors to identify and isolate potential problems
- Quick Test Professional is Sydney Train's enterprise automated regression test management tool. It can provide functional and regression test automation for software applications and environments

The test tools are administered by the Testing and Quality Assurance Services Team within TfNSW. First point of contact for test tool support should be the respective test phase Test Lead, then the Test Manager. If the matter cannot be resolved locally the Test Manager should escalate to the Testing and Quality Assurance Services Team.

9.6 Test Co-ordination

During test execution regular co-ordination meetings will be held between test team(s), Program representatives, IT Portfolio Team(s), Business stakeholders, Project Manager(s) and vendor(s). The purpose of these meetings is to report on progress and address any issues raised. The standing agenda for the meetings is as follows:

- Review test progress against forecast
- Review defects raised against program quality targets including:
 - Number of defects raised
 - Severities
 - Phase Containment Effectiveness (PCE) - Defects found in the current test phase which 'should' have been identified and resolved in an earlier test phase
- Review test resourcing levels against forecast
- Review test risks
- Review test issues
- Any other business

9.7 Test Status Reporting

During test execution test status reporting will typically occur on a daily basis. Status reporting will be distributed by email, which will be supplemented by regular co-ordination meetings and conference calls. The phase Test Manager is responsible for producing and distributing test status reporting, which will typically detail the following:

- Test progress against forecast summarising total tests by status
- Total defects raised summarised by severity, priority and status
- Plan for the following period
- Risks and/or issues
- Schedule and outlook

9.8 Defect Management

HP ALM will be used as the Program's test management tool.

The objective of defect management is to ensure all defects encountered during the course of testing are appropriately raised, detailed, evaluated, prioritised, reported, resolved, verified and closed.

This document provides details on how defects are to be managed for Program test phases including definitions of defect status, pass & fail criteria and defect severities and priorities.

The high level process by which defects will be managed on the ROC Program is outlined below:

- Any anomaly identified during testing should initially be raised in HP ALM noting the test case which was being executed when the defect was encountered and capturing sufficient relevant details to facilitate analysis of the defect
- Defects raised will be triaged and assigned to the most likely resolver group
- The resolver group should update the defect with details of the defect cause, nature of the fix applied, confirm a successful retest of the fix, successful regression testing if appropriate and the software version in which the fix will be delivered to the tester for verification

ROC Program Test Management Framework

- Each software version delivering fixes into a test environment should be appropriately detailed in Release Notes
- Once the fix has been applied to the test environment(s) it should be retested by an appropriate resource (ideally the individual who raised the defect) to determine whether the defect has been resolved
- If retesting determines the fix has been successful, HP ALM should be updated by the tester to indicate the defect has been resolved. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be closed
- If retesting determines the fix has not been successful, HP ALM should be updated by the tester to indicate the exact nature of the failure. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be assigned back to the appropriate resolver group

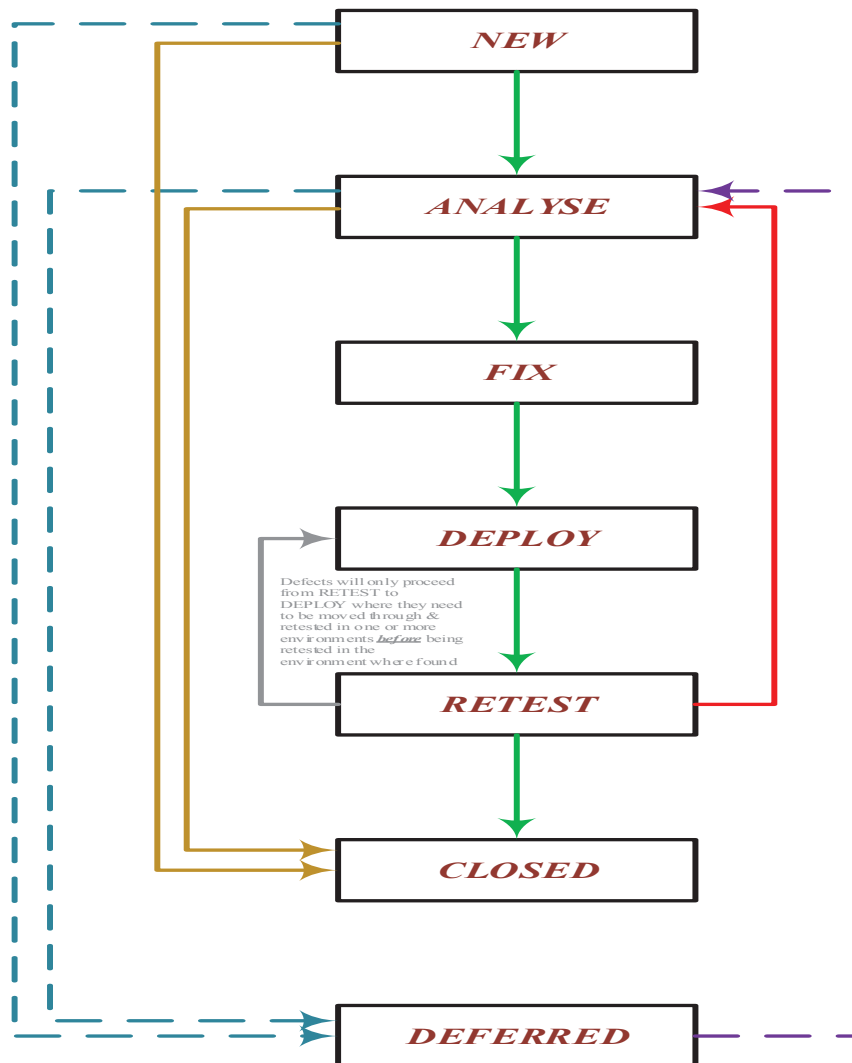
This process is reflected in the following defect status definitions and Defect Process Workflow diagram.

Defect Status	Description	Actions to be undertaken
New	When a defect is raised it will automatically be assigned the status of NEW. This status indicates the defect has been logged and is undergoing business/testing evaluation/triage to determine whether it is a valid defect or not.	If the defect is found to be valid, the defect's status will be changed to ANALYSE and it will be re-assigned for a technical evaluation to determine the root cause of the problem. If the defect is found to be invalid, the defect's status will be changed to CLOSED and its sub-status will be set to identify the broad reason why it was classified as invalid. If the defect is an existing Production Problem, its status should be changed to FOUND (see companion document). In all cases, the defect record in QC must be updated to describe why the decision was made.
Analyse	Having determined the defect is valid from a business/testing perspective, the defect needs to be investigated to determine the underlying cause.	There are five possible outcomes from this technical review: <ol style="list-style-type: none"> 1. The defect is determined to be valid and will be fixed as part of the project's next implementation so its status should be changed to FIX and the defect will be re-assigned 2. The defect is determined to be valid but it will not be fixed as part of the next implementation. Status should be changed to DEFERRED and the defect's Cycle is reset to the implementation in which the defect will be addressed 3. The defect is determined to be valid but it will not be fixed, e.g. cost/effort of correcting the problem outweighs effort of implementing a workaround. Defect's status should be changed to CLOSED and sub-status ACCEPTED 4. The defect is invalid. Status should be changed to CLOSED, sub-status identifies reason why it was classified as invalid (DUPLICATE or REJECTED) 5. Defect is identified as a known Production Defect, status is changed to FOUND (see companion document)

Defect Status	Description	Actions to be undertaken
Fix	Having decided the defect will be corrected as part of the current project, a 'correction' will be produced and unit tested.	If those unit tests are successful, the defect's status will be changed to DEPLOY and it will be re-assigned. If the unit tests are not successful, the FIXER will make a further attempt to correct the problem and repeat those unit tests. This process will be rerun until such time as the unit tests are successful.
Deploy	This status indicates that the 'fix' for a defect is ready to be implemented into the test environment where the defect was found.	The timing of the fix's deployment must always be coordinated between the DEPLOYER and the TEST MANAGER so that the validity of the testing is not undermined. Once the 'fix' has been delivered into the nominated environment, the defect's status is changed to RETEST and it is re-assigned.
Retest	This status indicates that the defect's 'fix' has been deployed and can be retested under the original conditions (and in the same environment) where it was first encountered.	If the tests performed were not in the environment where the defect was originally found, its status should be changed to DEPLOY and its Sub-Status set so that it identifies the next environment on its way back to the location where it was found. If the retest is conducted in the environment where it was initially encountered, change the defect's status to CLOSED with a sub-status of SUCCESSFUL. Regardless of which test environment the retest occurs in, if it fails, change the defect's status to ANALYSE and its sub-state to RETEST FAILED.
Closed	This is the final state for every Pre-Production Defect.	As with every other status listed above, when changing a defect's status it is important that the appropriate comments are added to ensure that we have a complete audit trail of what has happened to the defect, why it happened and as much contextual information as possible has been included. See the next sub-section of this document for a full list of the sub-states used with this status.
Deferred	This status indicates the Business has formally agreed to have the defect fixed as part of a specified, later Release.	When testing for the implementation to which the defect was defers begins, the defect's status is changed to ANALYSE and its sub-status to PREVIOUSLY DEFERRED

ROC Program Test Management Framework

The Defect Process Workflow diagram below reflects the path most program defects are expected to follow.



9.9 Defect Reporting Standards

All defects identified during testing will be analysed to determine a root cause of the problem. To support the required analysis, as a minimum the following information should be captured in each defect raised:

- Business requirement, Use Case and/or Test Case being executed when the defect was identified
- Detailed description of the problem
- Steps to recreate the problem
- Expected results – Outcome the tester expected to observe
- Actual results – Outcome observed including how it differed from the expected outcome
- Severity
- The software release (build) it occurred in
- Data, login, screenshots to be stored in defect.

Where possible, each tester should track the defects they have raised through to resolution.

9.10 Resolving Defects:

The cause of a defect can differ from the symptom(s) observed by a tester, so it is important the resolver updates the defect detailing the fix applied. The minimum information required in relation to the resolution of a defect may include:

- Cause of the defect
- Fix applied to resolve the defect
- Software version in which the fix will be delivered to the tester for verification
- Testing undertaken by the resolver to verify the defect has been corrected
- Impacted system(s) and regression implications of the fix applied

9.11 Defect Triage Meetings

The defect resolution process often requires many groups work closely including test team(s), project resources, Project Manager(s), vendor resources and internal Sydney Trains development teams. During test execution regular defect triage meetings will be held to:

- Review the severity and priority assigned to defects
- Determine the most appropriate resolver group
- Determine the target content and delivery dates for deployments to test environment(s)

9.12 Pass & Fail Criteria and Test Case Status

Test Case Status	Description
Pass	A test case will be deemed to have passed if: <ul style="list-style-type: none"> • The item tested behaves as expected and as per the requirement(s) it was derived from • The item will not introduce a problem or failure • The item will not introduce an unacceptable risk of a problem or failure
Fail	A test case will be deemed to have failed if: <ul style="list-style-type: none"> • The item tested does not behave as expected or as per the requirement(s) it was derived from • The item will introduce a problem or failure • The item will introduce an unacceptable risk of a problem or failure
Conditional Pass	A Conditional Pass is assigned to a test case which passes the intent of the test, where a low severity, non-critical defect has been observed and raised in HP ALM.
Not Run	Test case execution has not commenced.
Not Completed	Test case execution has commenced, is in progress and has not progressed to the point where a status of pass, fail or conditional pass can be assigned.

Not Applicable (N/A)	A status of N/A is assigned to a test case which has been agreed to no longer be applicable. Assigning the N/A status rather than deleting the test case ensures test case numbers in the TSR align to the number of test cases at the commencement of the test phase.
Blocked	<p>A test case may be assigned the status of Blocked for a number of reasons including but not limited to:</p> <ul style="list-style-type: none"> • A defect which needs to be resolved is preventing execution of the test case • Functionality not yet delivered • Required test data not available

9.13 Defect Severity Definitions

The severity level assigned to a defect is a reflection of how serious the defect is. It can be a measure of the impact on testing and the ability to continue with the test phase or of the impact the defect would have in the Production environment. The following definitions provide the severity levels which should be assigned to defects raised during testing within the ROC Program.

Severity	Severity Description
Severity 1	<p>Critical Impact – Assigned to critical errors. Core functionality cannot be executed. Testing for the affected area cannot continue and no workaround exists. Examples of severity 1 defects include:</p> <ul style="list-style-type: none"> • Safety Issues • The system or a core component of the system is inoperable <p>Sydney Trains would not consider taking Severity 1 defects into the next test phase or to the Production environment.</p>
Severity 2	<p>High Impact – Assigned to major errors. Some key functionality cannot be executed or has not been delivered and no acceptable workarounds exist. Testing can continue on other functionality but the defect must be resolved before the component can be migrated to the next test phase or to production. Examples of severity 2 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and no acceptable workarounds exist • Any issue with data accuracy or integrity which may cause confusion among the Sydney Trains end-user community <p>Sydney Trains would not usually consider taking Severity 2 defects into the next test phase or to the Production environment unless there were exceptional circumstances. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR). There is an expectation any Severity 2 defects would be resolved by the next Release of the application.</p>

Severity	Severity Description
<p>Severity 3</p>	<p>Medium Impact – Assigned to minor errors. Some functionality does not conform to the specification or has not been delivered however, end-to-end transactions can be executed by applying acceptable workarounds to the impacted functions. No material impact on Sydney Trains end users. Testing can continue and the component can be migrated to the next test phase or to production providing exit criteria are met. Examples of severity 3 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and acceptable workarounds exist <p>Sydney Trains may consider taking a small number of Severity 3 defects into the next test phase or the Production environment provided the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR).</p>
<p>Severity 4</p>	<p>Low/Cosmetic Impact – Assigned to cosmetic errors. No material impact on Sydney Trains end users or the application. Examples of severity 4 defects include:</p> <ul style="list-style-type: none"> • Misspelled (but not misleading) text • Inconsistent fonts • Poor grammar <p>Sydney Trains may consider taking a small number of Severity 4 defects into the next test phase or the Production environment providing the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/Impact via approval of the Test Summary Report (TSR).</p>

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9.14 Defect Priority Definitions

Each defect is also assigned a priority level which indicates to development team(s) the order in which defects of the same severity should be addressed. Priorities which can be assigned to defects within the ROC Program are:

- 1 – High
- 2 – Medium
- 3 – Low

Assuming open defects of every severity and priority combination, the order in which defects should be addressed is outlined in the table below:

Order	Severity	Priority
1	Severity – 1	Priority – High
2	Severity – 1	Priority – Medium
3	Severity – 1	Priority – Low
4	Severity – 2	Priority – High
5	Severity – 2	Priority – Medium
6	Severity – 2	Priority – Low
7	Severity – 3	Priority – High
8	Severity – 3	Priority – Medium
9	Severity – 3	Priority – Low
10	Severity – 4	Priority – High
11	Severity – 4	Priority – Medium
12	Severity – 4	Priority – Low

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9.15 Defect Rectification SLA's

Service Levels define the target time to fix defects and take into account:

- The urgency of the situation
- The need to strike a balance between speed, quality, sensible packaging and delivery of fixes

For the ROC Program it is envisaged SLA's will be agreed around delivery of configuration fixes and fixes to the underlying COTS products would be delivered via vendor product roadmap(s) and internal processes.

Note – The SLA information below has been taken from Sydney Trains Enterprise Release Planning (ERP) documentation and intended to be used as a guide. ROC Program SLA's will need to be agreed.

Defect Severity	Response Time	Resolution Time	Validation Time	Total SLA
Severity 1	0 - 2 Hours	4 Hours	4 – 8 Hours	Less than 1 Day
Severity 2	0 – 4 Hours	1 Day	1 Day	1 Day
Severity 3	0 - 2 Days	3 Days	4 Days	4 Days
Severity 4	0 – 5 Days	5 days	5 Days	5 Days

In the context of the defect statuses:

- Response Time is the time taken in the New Status (including Triage)
- Resolution Time is the time taken in the Analyse and Fix Statuses
- Validation Time is the time taken in the Deploy, Retest and Closed statuses
- Durations are expressed in business hours and business days
- Service levels are dependent upon availability of sufficient information to analyse and resolve the defect

9.16 Change Management

Under the SAPF, and more specifically the RMP and the CMP, once a specification has been reviewed and formally agreed upon it will be baselined. A baselined artefact can only be changed through formal change control procedures. On the ROC Program baselines are maintained as part of the Configuration Management Process under the CMP.

ROC Program requirements specification will be baselined and fall under the Configuration Management Process. As such any new requirements or variations to existing requirements identified during testing will be raised as a Program Change Request (PCR) and follow the Configuration Management Process.

Each PCR will need to be impact assessed based on a number of criteria including but not limited to:

- Cost
- Impact on Schedule
- Impact on test effort

9.17 ROC Technology Environments

The ROC Program will deliver four new technology systems into a complex landscape of existing applications. Technology environment requirements and specifications will be detailed in the Technology Environment Management Strategy (TEMS) and the Technical Infrastructure Design (TID), which are deliverables of the Detailed Design and Build Phases.

It is envisaged non-Production technology environments (including integration with existing applications where necessary) will be required to accommodate delivery of the following activities in line with Program time frames:

- System Development & Unit Testing
- System Testing
- System Acceptance Testing
- System Integration Testing
- Load & Performance Testing
- User Acceptance Testing
- Cross-Stream Testing
- User Training
- System Demonstrations

It is also expected instances of the new ROC technology systems will need to be delivered to complete the Sydney Trains Production Environment including DR capability.

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9.18 ROC Technology Environment Management

In keeping with the ROC Statement of Requirements which was published as part of the technology RfP, Sydney Trains is looking for the System Integrator to be a single point of accountability with ‘overall responsibility for the specification, design and build of ROC systems, through to bringing the system into production and change of control to the target support model’.

Technology environment management will be critical to achieving this. The details around technology tests environment management will be delivered in the Technology Test Environment Management Strategy (TEMS), which is a deliverable of the Detailed Design phase and as a minimum is expected to include the following information:

Activity	Description
Environment Availability	Aside from agreed maintenance windows, test environments are expected to be available 24/7 during test planning, preparation and execution periods. Sydney Trains should be both informed and approve any planned outages during these times. Unplanned outages will be managed through environment support.
Environment Support	Details will need to be agreed within the TEMS, however during test planning, preparation and execution periods the following types of environment support arrangements are likely to be required: <ul style="list-style-type: none"> Standard Support Mon to Fri – 8.00am to 6.00pm Extended Support Mon to Fri – 6.00am to 10.00pm (with 48 hours’ notice) Weekend Support Sat & Sun – 8.00am to 6.00pm (with 48 hours’ notice)
Configuration Management	The Configuration Management Strategy the program will adopt to assure sound practice around code version control, code branching and merging.
Release Management, Release Notes, Deployments & Outages	In order to strike the right balance between speed, quality, sensible packaging and the delivery of fixes to testing, agreed deployment windows will need to be agreed. Test productivity can also be impacted if deployment outages occur too frequently. Outside the agreed deployment times there should be a provision whereby the Phase Test Manager can agree to ad hoc deployments if required. Each deployment to a test environment should be accompanied by sufficiently detailed Release Notes to inform the test team which fixes have been delivered and enable the status of those items to be updated in the test management tool.
Back Up & Restore	The back-up and restore requirements for test environments.
User Access & Administration	The provision of user access to test environments including ensuring access to the required role profiles and privileges.

Many test phases will have a dependency on integration with existing application environments. These dependencies should be detailed within the TEMS to ensure ROC test environment requirements are met.

9.19 Testing Escalation Path

Escalation is a critical process used by Program team members to resolve issues. Clear communication is the key to any escalation process and the objective of escalation is to create a path for resolution of issues.

For ROC testing activities the Escalation path will be as follows:

Tester => Test Lead => Test Manager => Program Test Manager => Program Management

Some the key principles of the escalation process have been outlined below:

- All program team members and participants are empowered to escalate
- Escalation needs to be managed
- Escalation must be documented
- Escalation needs to be timely
- Escalation is a risk and issue mitigation process

9.20 Training

Sydney Trains business users (also known as Subject Matter Experts or SME's) who will participate in Technology UAT and Cross-Stream Testing will need to be trained in the new ROC technology systems, processes and procedures prior to the commencement of R1 Technology UAT.

Training SME's to participate in these activities and the subsequent training of all end users is within the scope of the ROC T&C stream.

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10 Appendix B – Technology Test Phases

The ROC Program has engaged product vendors and a System Integrator who will deliver the majority of Technology In-Stream testing on behalf of the Program. This document does not set out to be prescriptive about how these vendors deliver testing. Vendors should document their recommended test strategy and approach via deliver of the Technology Test Strategy and other test planning documentation for Sydney Trains review and approval. The ROC Program will also provide a layer of Test Governance across vendor technology testing.

In January 2015 an agreed interim version of this document (v1.0) was shared with technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early view of the Program Test Management Framework, including early Program thinking around technology test phases, roles and responsibilities to assist vendors in preparing a BAFO. The detail relating to these test phases and how they might be delivered are reflected in this appendix.

10.1 Shakedown Testing

Following a deployment to any test environment a Shakedown Test will be performed. The Shakedown Test is generally a selected sub-set of test cases executed to verify the deployment has been successful and all required components of the test environment are present with required connectivity and interfaces in place. A successful Shakedown Test indicates both the deployment and the environments are ready for the commencement of a test phase.

10.2 Unit Testing (UT)

Test Phase Definition:	Unit testing focuses on the key activities which must be verified at the component level to demonstrate modules operate as designed. Unit Testing is executed to ensure valid operation of components prior to System Testing and may include verification of: <ul style="list-style-type: none"> • Mandatory Fields • Event Handling • Boundary Testing of Upper & Lower Limits • Character Acceptance • Error and exception handling
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Deliverables:	There will not be any formal deliverables produced as artefacts of Unit Testing. System Testing will follow, be delivered by the same test phase owners as Unit Testing and be governed by the ROC Program.
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.

Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	<p>Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for Unit Testing.</p>
Test Artefacts:	<p>There are no formal test artefacts produced during Unit Testing which will become Sydney Trains owned artefacts at the conclusion of the ROC Program.</p>

10.3 System Testing (ST)

Test Phase Definition:	<p>New ROC systems and changes to existing applications tested without integration. System Testing may include:</p> <ul style="list-style-type: none"> • Design Validation – Ensures an individual system as a discreet module will correctly process, pass and store data as specified. Test stubs, harnesses or simulators should be used during System Testing to ensure boundaries of the solution are validated in preparation for integration testing • Usability Testing – Ensures the system complies with application standards and presentation policies. This may include consistency of hotkeys, uniform navigation and listing standards. Usability Testing ensures the new application or change to an existing application will ‘fit’ into the existing application landscape • Data Conversion – Verification of data loads, data migrations, data conversions and data handling. Includes ensuring any data to be loaded is accurately defined • Service validation including adoption of standards e.g.: SIRI and simulated service testing using SOAP UI and stubs • Testing of Non-functional requirements
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Governance:	<ul style="list-style-type: none"> • SP4 – Systems Integrator • ROC Technology Stream

Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for System Testing.
Test Artefacts:	System test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.4 System Acceptance Testing (SAT)

Test Phase Definition:	SAT verifies each application which has exited System Testing can be correctly installed, configured and provisioned into an integrated ROC Test Environment. Each Product Vendor will then execute an agreed subset of tests to prove the applications and environment are ready for the commencement of SIT.
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	Test Execution: <ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications Witnessing Testing: <ul style="list-style-type: none"> • SP4 – System Integrator

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Test Governance:	<ul style="list-style-type: none"> • SP4 – System Integrator
Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	HP ALM
Test Artefacts:	SAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.5 System Integration Testing (SIT)

Test Phase Definition:	SIT verifies systems which have been proven to function correctly in System Testing work together when integrated. System Integration Testing should commence with point to point service integration testing for example REM to TIBCO, TIBCO to REM, changed existing application to TIBCO, TIBCO to changed existing application. Transaction flows across all components and systems which make up the ROC Technology solution will then be verified to ensure data flows through each component of the solution as expected without conflicts, corruption, duplication or loss. SIT should also include: <ul style="list-style-type: none"> • Non-functional testing such as failure and recovery • Sociability Testing which ensures all new and existing applications can co-exist on a user’s desktop without conflict.
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for SIT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for SIT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SIT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	SIT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

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10.6 Load & Performance Testing (L&P)

Test Phase Definition:	<p>Load & Performance Testing evaluates the compliance of a system or software components against specified non-functional requirements such as response times, transaction processing time and resource utilisation. Load and Performance Testing may include the following types of tests:</p> <ul style="list-style-type: none"> • Performance • Soak • Volume • Scalability • Stress • As we as providing results which can be used as an input to Capacity Planning <p>It is expected L&P Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.</p>
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for L&P • L&P Scripts • Test Results (including evidence - screenshots, log files as required) • Status Report(s) – during execution • Defect Report(s) – during execution • Test Summary Report (TSR) for L&P
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	The environment used for L&P Testing should be as ‘production like’ as possible. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>

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Test Tools:	Load Runner and HP ALM
Test Artefacts:	L&P test scripts, results and defects stored in Load Runner and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.7 Security & Penetration Testing

Test Phase Definition:	<p>Security Testing checks whether the application(s) or service(s) are secure including requirements covering confidentiality, integrity, authentication, availability, authorisation and non-repudiation by answering the following questions:</p> <ul style="list-style-type: none"> How vulnerable is the system to attacks; can anyone hack the system or login to the application without authorisation? How well is the data protected while the system maintains functionality? Is there any information leakage via encryption, firewalls, wide range use of software and hardware? <p>For the ROC Program, Security requirements as stated in the Detailed business requirements will be tested during System and System Integration Testing as practicable. As such, these activities will be covered by the Technology Test Strategy document and subsequent technology test planning documentation. The rest of this section relates specifically to Penetration Testing, which is a specific subset of Security Testing.</p> <p>Penetration Testing involves playing the role of an attacker in order to determine the vulnerability of an organisation’s IT landscape against unauthorised attack, malicious user(s) or malware. The ROC Program plans to engage a third party to undertake Penetration Testing.</p> <p>The scope of Penetration Testing required by the ROC Program is to be determined during the build phase and documented in the Security and Penetration Detailed Test Plan.</p> <p>It is envisaged Penetration Testing may be re-run over numerous iterations throughout the life of the ROC Program.</p>
Test Phase Owner:	<ul style="list-style-type: none"> ROC Technology Stream
Test Resources:	<ul style="list-style-type: none"> External Consultancy
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream and Sydney Trains Security Architect(s)
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Security & Penetration Testing Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Security & Penetration Testing <p>Note – Due to the nature of Security & Penetration Testing, distribution of artefacts may be restricted.</p>

Test Location:	TBC. Potentially External Consultancy offices.
Test Environment:	TBC via consultation with Sydney Trains Security Architect(s) and documented in the Security and Penetration Detailed Test Plan.
Test Data:	Test data for Penetration Testing will be the responsibility of the external consultancy and will be socialised and accepted (as required) via the reviews and approval of Security & Penetration Testing Planning artefacts.
Test Tool:	Access to defects identified during Penetration Testing by the external consultancy is likely to be restricted. As such they may be recorded in a separate instance of HP ALM or in an appropriate securely stored format. Additional tools to be supplied by external consultancy as required.
Test Artefacts:	Security & Penetration scenarios, results and defects will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.8 Automated Regression Testing

Test Phase Definition:	A selection of ROC scenarios will be selected and form the basis of the ROC Automation Regression Suite. These scripts will need to be maintained throughout the program lifecycle as ROC systems and existing applications are developed and changed. It is expected Automated Regression Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.
Test Phase Owner:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Automated Regression Automated Regression Scripts Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Automated Regression
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	Automated Regression scripts may be run in a number of environments over the course of the ROC Program. Details to be confirmed in the ROC Technology Test Strategy and ROC Technology Environment Management Strategy (TEMS) documents.

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Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	Quick Test Professional (QTP) and HP ALM
Test Artefacts:	Automated Regression test scripts, results and defects stored in QTP and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.9 User Acceptance Testing (UAT)

Test Phase Definition:	<p>UAT verifies Business requirements have been met in the technology systems delivered. The objective of UAT is to test the overall business functionality of technology systems from an end user perspective in the context of Business processes and roles to assure the overall solution is fit for use in a business context. By proving systems will perform as expected, UAT allows sponsors, stakeholders and end users to provide their acceptance of the technology systems delivered.</p> <p>A ROC test principle is that program testing should occur prior to business testing. Program test resources will execute UAT scenarios in order to identify and resolve defects prior to Business UAT. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Use of professional test resources to save Business resources from 'testing fatigue' • Build program confidence prior to business exposure <p>Business resources will then execute (a potentially cut down set of) UAT test cases. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Duration, iterations and defects greatly reduced by program UAT • Business resources initial experience with systems is a positive one • Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of the defects identified during Business UAT. If earlier test phases are permitted to achieve their agreed exit criteria and defects which could have been identified and resolved in those test phases are found during Business UAT, we would conclude earlier test phases could have been more effective. If this is the case, further analysis should be conducted to determine how these test phases can be improved for future Releases.</p> <p>If Business UAT identifies and resolves the types of defects only SME's from the Business were likely to pick up, we can conclude Business UAT has served its purpose and earlier test phases have been effective.</p>
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • Program UAT – ROC Program and SP4 resources • Business UAT – Sydney Trains business users (ROC SME's), supported by ROC Program, Product Vendor and System Integrator resources
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for UAT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for UAT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC UAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	UAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

11 Related Documents

The following documents have been referenced in preparing this Program Test Management Framework.

Document Title	Version Number
ROC Roadmap	V2.1
ROC Program Systems Assurance & Planning Framework SoW	V11.1
Rail Operations Centre Concept of Operations	V4.0
PMLC ROC Project Management Plan	V2.2
ROC Final Business Case	V5.0
Program Quality Management Plan	V2.0
Infrastructure Assurance Plan	V1.0
ROC Solution Scope	V1.1
Rail Operations Centre (ROC): Timeline to 2018	(Final)

Appendix I – Governance Model

See embedded document: ROC DTTS Detailed Design - Technology Vendor Project
Communication Plan: ROC-TEC-PL-0018



ROC-TEC-PL-0018 -
ROC DTTS Detailed D

Communication Plan



ROC DTTS Detailed Design - Technology Vendor Project Communication Plan Rail Operations Centre Program

DTTS Detailed Design

Project or Program

"Project"

Communication Plan

Document Ownership Information

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Sponsor's Delegate	Tony Eid, Executive Director, Future Network Delivery	Future Network Delivery Directorate
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Version	Date	Author	Reason for Issue / Changes Included
0.1	26/8/2016	David Hayward	Renamed to DTTS project. Add RDT meeting
1.0	9/09/2016	C. Partridge	Updated with SharePoint link and finalised for issuance to ST for review
1.1	29/09/2016	David Hayward	Updated with ST feedback received and agreed with ST DTTS Project Manager
2.0	6/10/16	C. Partridge	Final feedback incorporated from ST DTTS Project Manager and incremented to v2.0 for issuance to Sydney Trains for endorsement and approval.
3.0	24/10/16	David Hayward	Stated that this version supercedes R1 & R2 coms plans. Updated frequency of ROC Vendor Steering Committee Removed Technology risk management meeting

Communication Plan

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Document Approvals

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Reference Documents

The following documents were referenced as part of the development of this document:

Document Name	Version	Date
ROC Release 1 REM Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/R1%20Detailed%20Design%20Deliverables%20(ST%20Signed%20Off)/Project%20Communication%20Plan%20for%20Release%201%20v4.0.docx	v4.0	19/01/2016
ROC Release 2 CIMS Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC-TEC-PL-0001%20-%20ROC%20Technology%20Vendor%20Communication%20Plan.docx	V1.52	23/5/2016
ROC Program Governance Schedule (contract schedule) http://sps.rail.nsw.gov.au/sites/ROC/General%20Program/ROC%20Program%20Calender%202016.xlsx	N/A	11/05/2016
ROC Release Delivery Team Charter http://sps.rail.nsw.gov.au/sites/ROC/Release%20Working%20Group/ROC-SIN-PR-002%20Release%20Delivery%20Team%20Charter-v1.0.docx	V1.0	3/09/2016

Communication Plan

1 Document Purpose

The ROC Technology Vendor Communication Plan clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. This version of the document supercedes the Release 1 and 2 ROC Technology Vendor Communication Plans.

The ROC Technology Vendor Communication Plan outlines:

- What needs to be communicated and to whom;
- How often these exchanges should happen; and
- In what format and why they are necessary.

2 Definitions

Term	Definition
Customer	“Customer” means Sydney Trains
DRICA / DRICASB	Dependencies Risks Issues Changes Actions / Dependencies Risks Issues Changes Actions Scope- Benefits
Individual Contractor / Contractors	Refer to “Other Contractor”
System Integrator (SI) Contractor or Contractor	“System Integrator (SI) Contractor” or “Contractor” means Ajilon Australia Pty Ltd
Other Contractor	“Other Contractor” means the IMS, CIMS or DTTS contractor
SME	“SME” means Subject Matter Expert

3 Project Reporting

3.1 Project Highlight Reports

A Project Highlight Report will be published weekly by the SI Project Manager to the Sydney Trains ROC Program (refer to Matrix for full list of recipients). The report will contain:

- Achievements for the period;
- Plan for the next period;
- Status of any Change Requests;
- Milestones and deliverable progress; and
- Risks, Actions, Issues and Decisions (DRICA)

Communication Plan

4 General

4.1 Introduction

The ROC Technology Vendor Communication Plan document describes the relationship between the Customer and the Contractors (Vertical), as well as the SI Contractor and Other Contractors (Horizontal) to enable effective, efficient, and high-quality delivery of Services to the Customer and to each other, to enable the Customer to achieve the business objectives of the ROC Technology Solution.

This document sets out the communication structure for overall management of the relationship, the roles and responsibilities of the parties to maintain a working relationship, and the type, content and frequency of the meetings that will be held.

The purpose of the ROC Technology Vendor Communication Plan is to ensure that guiding principles, objectives, structures, operating guidelines, methods and measures for implementing effective communication are clearly defined and consistently implemented.

4.2 Guiding Principles

The ROC Technology Vendor Communication Plan is designed to achieve the following guiding principles:

- a. Promoting a collaborative relationship
- b. Continually validating consistency of the results and benefits derived from the ROC Technology Vendor Communication Plan with the Customer's and the Contractor's expectations and objectives
- c. Establishing a structure to streamline day-to-day management and administration of the relationship
- d. Ensuring that an effective relationship management process exists for communication, decision making, joint issue resolution, the Customer satisfaction, contract change and continuous improvement
- e. Ensuring overall monitoring of contractor performance
- f. Ensuring that potential issues in due course are investigated, resolved and – if necessary – escalated
- g. Establishing effective means for managing the delivery of quality
- h. Monitoring established Customer objectives.

Communication Plan

5 ROC Technology Vendor meetings

The following ROC Technology Vendor meetings are established for the ROC Program.

5.1 Executive Meeting

The Executive meeting is the forum from which executives from Sydney Trains and the System Integrator discuss the progress of the project and potential future opportunities.

The Executive meeting is conducted annually involving: from Sydney Trains, Executive Director of Future Network delivery, the CIO, General Manager of the relative Business and the ROC Program Director. From the Contractors perspective, attendees should be: CIO, and Senior Account Manager or appropriate "C" level Representative.

The following administrative matters relate to the Executive Meeting:

- a. Attendees:
 - i. From the Customer: Executive Director of Future Network delivery (Chairman), Chief Information Officer, the General Manager (of the relative Business), the ROC Program Director (who supports the CIO).
 - ii. From the Contractor: Chief Executive Officer (Vice Chairman), the Chief Information Officer, Senior Account Manager or "C" level representative.
- b. The Customer's Chief Information Officer shall be supported by the ROC Program Director; The Contractor's General Manager shall be supported by the Managing Director.
- c. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor
 - ii. Overall performance against business goals
 - iii. Where applicable, revision of goals and long term plans for development of the relationship
 - iv. Identify and discuss joint strategic business direction and opportunities
 - v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution.
- d. Material: The following support document should be made available to the attendees of the Executive Meeting:
 - i. Meeting Agenda
 - ii. ROC Vendor Executive Pack documenting contract performance
 - iii. Recommendations as escalated from the ROC Vendor Steering Committee
 - iv. Critical Risk and Issues derived from the Risk and Issues Register
 - v. Decision log.
- e. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting.
- f. Frequency: Executive Meetings shall be held annually commencing on the first anniversary of execution of the Detailed Design agreement.

Communication Plan

5.2 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution. The ROC Vendor Steering Committee shall meet quarterly or more frequently if required, to promote a relationship based on trust and mutual understanding and assess and set overall strategy for the relationship.

The ROC Vendor Steering Committee comprises Executives from the Contractor as well as Executives associated with the ROC Program.

The following administrative matters relate to the ROC Vendor Steering Committee meeting:

- a. Attendees:
 - i. From the Customer: The Chief Information Officer (Sydney Trains), the General Manager of Strategic Procurement and the ROC Program Director. The following attendees report in to this meeting: Commercial Manager and ROC Technology Program Manager.
 - ii. From the Contractor: The General Manager responsible for the account or appropriate "C" level Representative. The following attendees report in to this meeting: Project Director.
- b. Agenda: The Meeting Agenda of the ROC Vendor Steering Committee includes:
 - i. Project update
 - ii. Strategic direction of the ROC Program
 - iii. Status of the relationship between the Parties
 - iv. Project budget / incentive opportunities
 - v. Future opportunities associated with the ROC Program and Sydney Trains in general
 - vi. Escalated risk raised by the Management Committee
- c. Material: The following support document should be made available to the attendees of the ROC Vendor Steering Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risks only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with attendees within 48 hours of the end of the meeting
- e. Frequency: ROC Vendor Steering Committee Meetings shall be held quarterly.

5.3 Multi-Vendor Management Committee

The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.

The Multi-Vendor Management Meeting is the forum to review, discuss and provide recommendations on technology, performance and relationship improvements for continual service improvement (CSI).

The Multi-Vendor Management Meeting should be held quarterly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Multi-Vendor Management Meeting should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Sydney Trains & System Integrator:

Communication Plan

- a. Attendees:
 - i. From the Customer: The ROC Program Director, ROC Technology Program Manager, T&C Program Manager and Commercial Manager.
 - ii. From the Contractor: The Senior Account Manager and Project Director
- b. Agenda: the Multi-Vendor Management Committee Agenda includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Relationship Management
 - iv. Proposed efficiencies / business improvement
 - v. Future scope opportunities associated with the ROC Program
 - vi. Escalated risk raised by the Governance Meeting
 - vii. General business
- c. Material: The following support document should be made available to the attendees of the Multi-Vendor Management Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risk only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Multi-Vendor Management Meeting is to meet quarterly.

5.4 Management Committee (Individual Contractors)

The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.

The Management Committee meeting (Individual Contractors) should be held monthly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Management Committee (Individual Contractors) should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Management Committee (Individual Contractors):

- a. Attendees:
 - i. From the Customer: The ROC Technology Program Manager and Commercial Manager. The following attendees report in to this meeting: ROC Release Project Managers.
 - ii. From the Contractor: The Senior Account Manager and Project Director. The following attendees report in to this meeting: Contractor Release Project Managers.
- b. Agenda: includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Commercial Management
 - iv. Relationship Management

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- v. Proposed efficiencies / business improvement
- vi. Future scope opportunities associated with the ROC Program
- vii. Escalated risks raised by the Multi-Vendor Management Meeting
- viii. General business
- c. Material: The following support documents should be made available to the attendees of the Management Committee (Individual Contractors):
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Status Update Pack
 - iv. Joint DRICA ("A" and "B" risks only).
- d. Meeting Minutes: Minutes shall be taken by the ROC PMO representative and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Management Committee (Individual Contractors) is to meet monthly

5.5 Release Delivery Team Meeting

5.5.1 Objectives

The objectives of the ROC Release Delivery Team (RDT) as stated in the RDT charter, are to:

- a. Ensure that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).
- b. Ensure that the program has a clear and common understanding of the scope of the Release.
- c. Ensure the program has a clear and common understanding of how the Release is to be implemented.
- d. Ensure that the Release is compatible with the previous Release and the following Release.
- e. Ensure that scope issues and challenges are identified, prioritised and resolved in a timely manner such that the release schedule is not negatively impacted.
- f. Make recommendations to, and seek endorsements from, the SDRG in relation to release scope challenges and in accordance with the ROC Standard SDRG Meeting Pack guidelines.
- g. Manage the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.
- h. Coordinate the production of, and consolidation of, the deliverables for each ARB Release Gate, in accordance with the program's quality assurance guidelines.

5.5.2 Meeting overview

- a. Attendees:

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- I. From the Customer: Release delivery Manager, Stream delivery managers
 - II. From the Contractor: Release Project Manager from each vendor
- b. Agenda: Release Delivery Team Meeting Agenda includes:
- I. Project status and update
 - II. Schedule Management
 - III. Relationship Management
 - IV. Escalated risk raised by the Governance Meeting
 - V. General business
- c. Material: The following support document should be made available to the attendees:
- I. Meeting Agenda
 - II. Minutes of previous meetings
 - III. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting
- d. Frequency: the Release Delivery Team Meeting is to meet weekly for each release.

5.6 Vendor Management Meeting

The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Meetings should be held weekly to ensure the Project remains focussed on the critical path, and address matters such as delinquency of performance or differing interpretations of the Contractors obligations, progression of the relative ROC Release, service delivery, quality, issue clarification and resolution etc. Where these cannot be resolved to the mutual satisfaction of the Parties, the issue should be escalated to the Management Committee.

Vendor Management Meetings should be conducted by the Project Managers. Items to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc.

No commercial matters are discussed at this level due to the involvement of a number of different vendors.

The Vendor Management Meeting is the first level of management oversight of the ROC Program and should be conducted in separate Release streams to reflect the unique roles of the Individual Contractors.

The following administrative matters relate to the Vendor Management Meeting:

- a. Attendees:
 - i. From the Customer: the relative ROC Release Project Manager, Technology Lead Architect or nominated delegate
 - ii. From the Contractor: Release Project Manager, Project Coordinator and nominated technology SME
- b. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Performance against the schedule
 - ii. Proposed scope changes
 - iii. Deliverable status, including acceptances

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- iv. Resource planning
- v. Customer's CSI compliance
- vi. Risks and Issues
- vii. Escalation points for Management Committee Meeting
- c. Material: The following support documents should be made available to the attendees of the Vendor Management meeting:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Highlight Report
 - iv. Risk and Issues derived from the Risk and Issues Register
- d. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the attendees within 48 hours of the end of the meeting
- e. Frequency: Vendor Management Meetings shall be held weekly.

5.7 Operational Meetings

The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security, integration, configuration and customisation issues, etc.

Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel. No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.

5.8 Project Management Forum

The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.

- a. Attendees:
 - i. From the Customer: The ROC Technology Release Project Managers
 - ii. From the Contractor and Other Contractors: Release Project Managers
- b. Agenda includes:
 - i. Master Schedule overall
 - ii. Potential blockers, emerging issues, threats
 - iii. Relationship Management
 - iv. Lessons learnt, good practice share
 - v. Collegiate advice
 - vi. Future horizon planning
- d. Material: The material is as required to support the subjects being discussed
- e. Meeting Minutes: There are no minutes however action items are taken and distributed
- f. Frequency: fortnightly.

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6 Governance Structure (Technical Governance)

6.1 Contractor (SI) and Other Contractors

6.1.1 The Contractor (SI) is the Customer’s agent responsible for delivering the ROC Solution. Technical Governance between the Contractor and Other Contractors, as well as the Contractor and the Customer is as described in the following diagram.

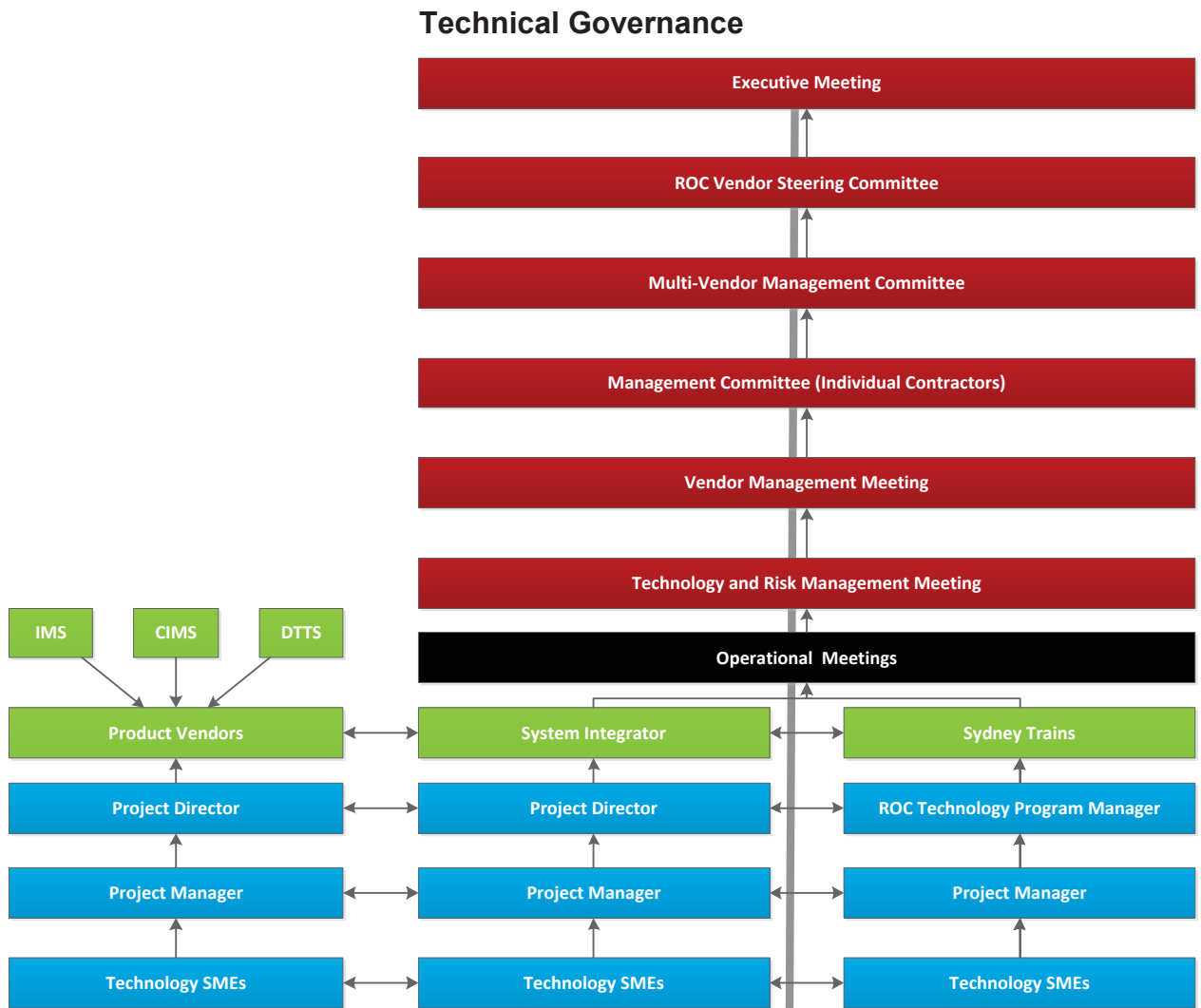


Diagram 1: ROC Technical Governance Diagram

Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cell is not subject to the formal governance process but included by reference in this document.
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 6.1.2 The vertical cells establish the logical workflow between the Contractor and the Other Contractors, as well as the Contractor and the Customer.
- 6.1.3 The horizontal cells establish technical counterparts in increasing levels of significance.
- 6.1.4 The delineation of responsibility is exhibited by the black line between the Customer and Contractor. The purpose is expressly designed to provide a visual representation of the Systems Integrator model engagement.
- 6.1.5 This is reinforced by the fixed engagement lines between the Contractor and Other Contractors technical counterparts, and the line between the Contractors and the Customers technical counterparts. This serves to demonstrate that the Contractor may directly engage the Customers technical personnel during the program, however the technical relationship for product vendors only extends to the Contractor.

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7 Governance Structure (Commercial Governance)

7.1 Commercial Governance

- 7.1.1 While the Contractor (Systems Integrator) is the Customer’s agent responsible for delivering the ROC Solution, commercial matters are expressly excluded from the scope of managing the Other Contractors in order to ensure confidentiality of the Other Contractors’ commercial affairs.
- 7.1.2 Commercial Governance between the Parties is therefore dealt with individually between the Customer, the Contractor and the Other Contractors as illustrated in the following diagram.

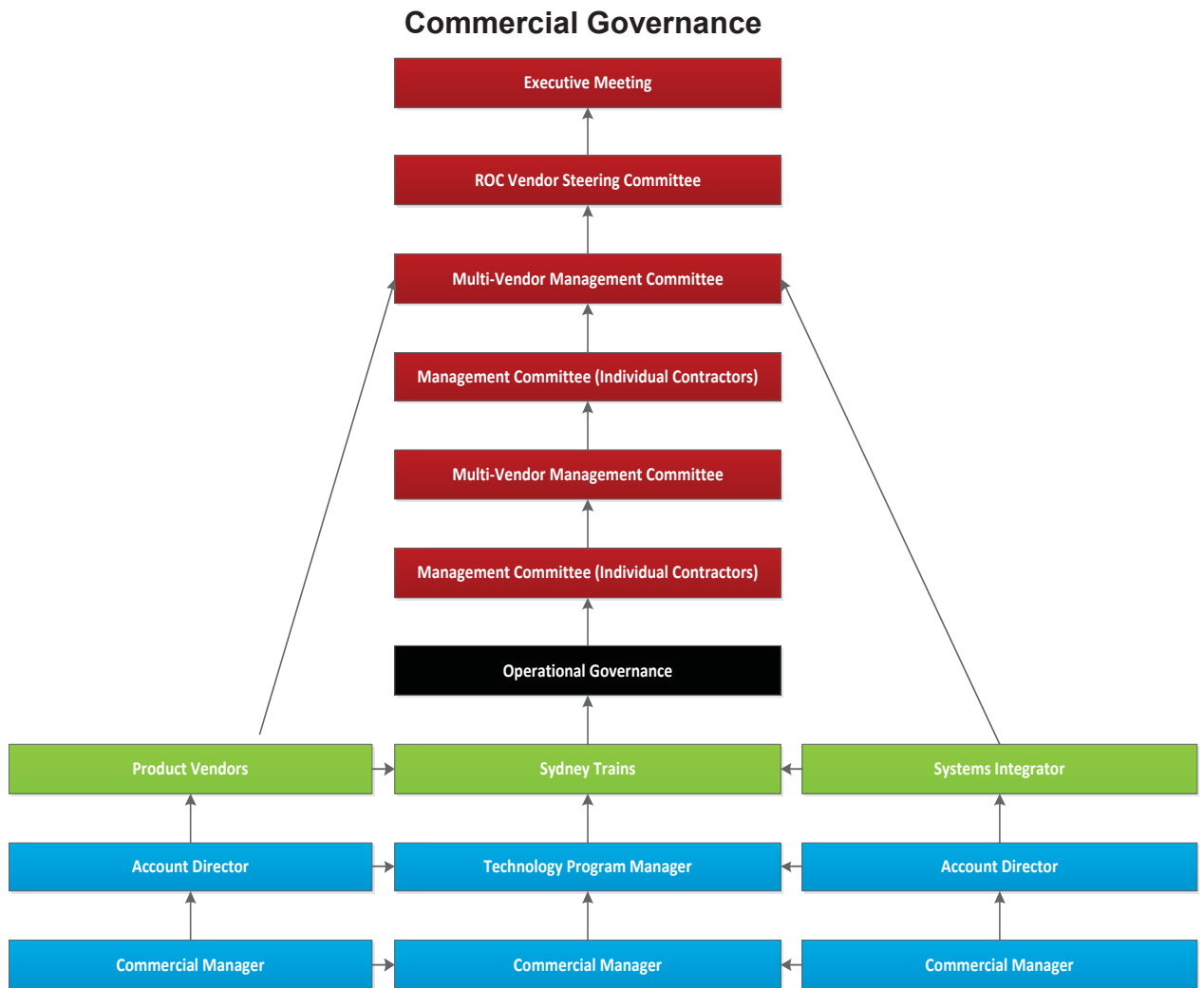


Diagram 2: ROC Commercial Governance Diagram

7.1.3 Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cells are not relevant to Commercial Governance
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 7.1.4 The vertical cells establish the logical workflow within the relevant organisation. Note the separation of the Contractor and the Other Contractors.
- 7.1.5 The horizontal cells establish commercial counterparts between the Other Contractor and the Customer and the Contractor and the Customer.
- 7.1.6 Commercial discussions bypass the operational meeting and vendor management meeting as these involve non-commercial attendees.
- 7.1.7 Discussions relating to commercial issues should occur at the Management Meeting as:
 - a. Meetings are between the Customer and individual contractors to ensure confidentiality of their information.
 - b. The absence of other Contractors promotes an open and frank exchange of views between the parties, including highlighting any issues any Contractor may have with another Contractor.

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8 Contractor's Key Roles in the Governance Structure

8.1 Overview

The Contractor shall provide the following key roles in the joint governance structure:

- a. Managing Director
- b. General Manager
- c. Account Executive / Client Relationship Manager
- d. Service Delivery Manager / Project Director
- e. Account Executive / Client Relationship Manager
- f. Commercial Manager
- g. Project Manager
- h. Lead Solution Architect.

The primary governance-related responsibilities for each key role are specified in sub-section "Key Roles and Responsibilities".

The Contractor shall appoint an individual for each of the roles above and one individual may not fulfil more than three of the roles above.

8.2 Key Roles and Responsibilities

8.2.1 Managing Director

The Contractor's Managing Director is responsible for all facets of the Contractor's performance, including service delivery, relationship management and finances. The Managing Director interfaces with the Customer's CIO.

8.2.2 General Manager

The Contractor's General Manager is responsible for the overall management of the relationship at the strategic and executive level as well as leadership of the service delivery team. The General Manager interfaces with the Customer's Program Director.

8.2.3 Account Executive / Client Relationship Manager

The Contractor's Account Executive will be responsible for the overall engagement with the Customer under this Agreement. The Account Executive will be the single point of accountability for the account and for all of the Services. The Account Executive works with the Customer's Technology Program Manager to align the delivery of Services with the strategic needs of the Customer, with focuses on performance, charges and contractual matters. The primary governance-related responsibilities of the Account Executive are:

- a. Management of the executive relationship between the Contractor and the Customer
- b. Management of the Contractor's delivery teams
- c. Ensuring a successful relationship with the Customer
- d. Overseeing that all performance requirements are satisfied as agreed in this Agreement
- e. Ensuring proper invoicing and payments between the Contractor and the Customer
- f. Overseeing all contractual related matters, e.g. change of service levels, etc.

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- g. Ensuring that the Contractor fulfils all of its obligations under this Agreement
- h. Overseeing and being responsible for the successful completion of transition required to provide Services in this Agreement
- i. Participating in the Customer's strategic planning process and developing recommendations and plans that support the Customer's strategic direction
- j. Informing the Customer about relevant new corporate capabilities and developments within the Contractor's organisation and proposing ideas and solutions that may contribute to Continuous Improvement
- k. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.4 Service Delivery Manager / Project Director

The Contractor's Service Delivery Manager has the overall responsibility of delivering the Services. The Service Delivery Manager works with the Customer's Technology Program Manager to manage and meet commitments, requirements and expectations regarding overall delivery, including scope and demand within the scope of the Services. The primary governance-related responsibilities of the Service Delivery Manager consist of:

- a. Providing overall leadership and management of the Service delivery teams
- b. Interfacing with and supporting the Customer organisation, which contributes to building a successful relationship between the Customer and the Contractor
- c. Responsible for the appropriateness, quality and timeliness of all defined scope of Services and transition, and ensuring overall management of inter-service dependencies and issues
- d. Monitoring and measuring of the Services from the Contractor to the Customer
- e. Ensuring end-to-end responsibility of Maintenance, Service Request, and Enhancement activities to be delivered and/or maintained by the Contractor.

8.2.5 Account Manager / Client Relationship Manager

The Account Manager has primary responsibility for the administration and management of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Account Manager consist of:

- a. Establishing and executing all required account and business management processes and associated reporting to meet the Customer's expectations
- b. Ensuring that a log is updated and shared with the Customer containing names and contact information of personnel holding roles set forth in the PIPP.
- c. Informing the Customer of important changes in the Contractor's resources that may have a material effect on the Services
- d. Assisting the Account Executive in the resolution of contract disputes
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance
- f. Ensuring the Contractor's fulfilment of its obligations under this Agreement;
- g. Ensuring satisfaction of legal requirements
- h. Advising management of contractual rights and obligations
- i. Reviewing and facilitating the Contractor's approval of all contractual documents

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- j. Working with other relevant the Customer teams to ensure contractual requirements are met, including documentation and management of Service Levels
- k. Providing information to the Customer as appropriate to facilitate the Customer understanding of the Contractor's new capabilities relevant to the Services
- l. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.6 Commercial Manager

The Contractor's Commercial Manager has the overall accountability of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Commercial Manager consist of:

- a. Working with the Customer's Commercial Manager to prepare, approve, and execute contract change orders, amendments, and modifications
- b. Maintaining and updating issues and open actions log in order to track and facilitate resolution of all contractual issues and actions; performing escalations as required
- c. Assisting in the contractual management of all new service offerings and related new Customer requirements so that they are properly reviewed, approved, executed, and integrated into the Agreement in accordance with the Contract Change Control Procedure in Schedule 3 of the General Order Form.
- d. Maintaining an index of the pertinent parts of the Agreement, modifications and business agreements, contract correspondence and letters, and other agreed information and documentation pertinent to the Agreement
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance; ensuring the Contractor's fulfilment of its obligations under this Agreement; ensuring satisfaction of legal requirements; advising management of contractual rights and obligations
- f. Run benchmarking exercises in cooperation with the Customer's Contract Manager (discretionary/infrequent activity).

8.2.7 Project Manager

The Contractor's Project Manager has the overall accountability of the performance of the Project team for the day-to-day running and delivery of the Project. The primary governance-related responsibilities of the Project Manager consist of:

- a. Working with the Customer's Project Manager to ensure smooth day-to-day running and delivery of the Project
- b. Managing project deliverables to schedule and budget, identify risks and mitigation strategies and report as required
- c. Single point of contact to vendors for delivery including escalation point.

8.2.8 Lead Solution Architect

The Contractor's Lead Solution Architect has the overall responsibility and accountability of the architectural design of the ROC technology solution. The primary governance-related responsibilities of the Lead Solution Architect consist of:

- a. Working with the Customer's ROC Technology Lead Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Contractor architects in defining the technology solution, specifically supporting the Solution and Integration Architects.

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9 Customer's Key Roles in the Governance Structure

9.1 Overview

The Customer shall fulfil the following six key roles in the joint governance structure for the purpose of providing Services as per this Agreement:

- a. Chief Information Officer
- b. ROC Program Director
- c. Technology Program Manager
- d. ROC Technology Lead Architect
- e. Commercial Manager
- f. Release Project Manager

Each role can be conducted by one or divided into a small number of individuals. The Customer can decide if an individual shall conduct more than one role.

The primary governance-related responsibility for each key role is specified in Section "Key Roles and Responsibilities".

9.2 Key Roles and Responsibilities

9.2.1 Chief Information Officer

The Chief Information Officer is responsible for representing the Customer at Executive Meetings. The Chief Information Officer's key focus is on the strategic relationship with the Contractors in order to ensure the ROC Technical Solution is implemented in accordance with the Customers' operational and budgetary requirements.

9.2.2 ROC Program Director

The Customer Program Director is equivalent to the Contractor's General Manager and responsible at the strategic and executive level for management of the relationship. The Program Director shall:

- a. Provide executive sponsorship of the strategic relationship
- b. Communicate the Customer's IT strategy to the Contractor.
- c. Provide direction and leadership to the ROC Program's Stream Leads

9.2.3 Technology Program Manager

The Technology Program Manager is responsible for overseeing the delivery of Services by the Contractor. The primary governance-related responsibilities of the Technology Program Manager include:

- a. Interacting with the Contractor's Account Executive
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Where applicable, approving Service Credit and Incentive settlement. Approving and authorising the Contractor's invoices to the Customer
- e. Ensuring the Customer meets agreed-upon deadlines
- f. Providing strategic dispute resolution

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- g. Acting as the single point of contact for business users and gatekeepers for requests from business units
- h. Supporting business units in clarification of ROC technology related issues
- i. Working with the Contractor's Account Executive to revise scope of Services as required by the ROC Program
- j. Reviewing key Risks and Issues
- k. Approving prioritisation of Service Requests and Enhancements if needed.

9.2.4 ROC Technology Lead Architect

The ROC Technology Lead Architect is responsible and accountable for overseeing one or more Technology streams in the Project. The primary governance-related responsibilities of the ROC Technology Lead Architect include:

- a. Working with the Contractor's Lead Solution Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Customer architects in defining the technology solution, specifically supporting the architects on the project: Solution, Infrastructure and Data Architects.

9.2.5 Commercial Manager

The Customer Commercial Manager has the primary responsibility for managing the commercial relationship, monitoring the Contractor's commercial performance against the Agreement and ensuring contract compliance. The Customer Commercial Manager shall work with the Contractor's Account Manager and Commercial Manager to achieve the goals and objectives of the contract regarding vendor management. The primary governance-related responsibilities of the Contract Manager include:

- a. Interfacing with the Contractor's Account Manager and the Contractor's Commercial Manager counterpart
- b. Extracting contract terms, Service Levels, and performance metrics that will be monitored and reported
- c. Establishing the Customer's contract governance policies, procedures, tools, and templates
- d. Ensuring internal stakeholder and the Contractor's awareness of and compliance with the Customer's contract governance framework
- e. Regularly reviewing the Contractor's performance against the Agreement
- f. Ensuring receipt of all reports from the Contractor as agreed in the Agreement.
- g. Ensuring that a log is at all times updated and shared with the Contractor containing names and contact information of the Customer personnel holding contractual roles set forth in this schedule
- h. Participating in negotiations for updates to the Agreement
- i. Performing compliance oversight and review of the contractual elements defined in the Agreement, working with the Customer management and others to address and resolve compliance issues
- j. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document

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- k. Review invoices and resolve any charge related issues with the Contractor's Account Manager
- l. Coordinate benchmarking exercises (discretionary/infrequent activity)
- m. Drafting amendments to the Agreement, including socialisation with the relevant internal and Contractor stakeholders.
- n. Ensure approval of contracts and amendments in accordance with the Customer's policies and procedures, applicable laws, the Customer requirements in accordance with the Contract Change Control Procedure of Schedule 3 of the General Order Form
- o. Reviewing the Contractor's performance to contract regarding Service Levels, Service Level Credits and any Service Level rebates.

9.2.6 Release Project Manager

The Customer Release Project Manager is responsible for the day-to-day running of the Customer side of the Project and for overseeing the delivery of the Project by the ROC Program Streams and the Contractor. The primary governance-related responsibilities of the Project Manager include:

- a. Interacting with the Contractor's Project Manager
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Ensuring the Customer meets agreed-upon deadlines at the Project level
- d. Working with the Contractor's Project Manager to manage scope, schedule and budget
- e. Identify Risks and mitigation strategies.

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10 Issue Escalation Process

10.1 General

- 10.1.1 The Parties agree to implement and adhere to a defined escalation process for issues that arise regarding management of service delivery issues and the overall governance of the relationship.
- 10.1.2 Prior to a Party initiating the Escalation Process, the Parties should ensure all reasonable endeavours are undertaken to resolve the Issue at the technical level between the Contractor and the Customer's personnel, or between the Contractor and Other Contractor's technical-level personnel.
- 10.1.3 In the event that an Issue involves an Other Contractor, and is of a specific commercial nature, the escalation path should exclude the Contractor (System Integrator).
- 10.1.4 The Parties shall resolve issues in a constructive way that reflects the concerns and commercial interests of each Party. The Parties' primary objective and intent is to ensure that sufficient effort is made to have issues resolved by the appropriate levels of authority as soon as possible without the need for escalation.
- 10.1.5 In the event the Parties cannot reach a resolution of an issue at a given level, the Parties shall follow the Escalation Procedures, in terms of Notification, Documentation, and Request for Meeting, Escalation Path, and Issue Review as set forth in Section "Escalation Path".

10.2 Escalation Procedures

10.2.1 Notification

- a. Either Party (i.e the customer or the contractor) may decide that escalation is desirable when resolution of an issue appears unachievable at the current management level. In that event, the Party desiring escalation provides written notice of its intention to the member(s) of the other Party currently involved in the dispute.
- b. At either Party's request, the Parties currently engaged in attempting to resolve the issue shall meet again to attempt resolution of the issue prior to escalation to the next level. When and if the issue cannot be resolved at the current management level, the issue will then be escalated after good faith attempts by the Parties to resolve the issue at the current level. However, at any time five days or more after an issue has been escalated to one of the levels in Section "Issue Escalation Path", a Party may, by notice to the other party, escalate it to the subsequent level.

10.2.2 Documentation

- a. The Parties will jointly develop a short briefing document called Statement of Issue for Escalation that describes the issue, relevant impact and positions of the Parties.
- b. Documentation shall be prepared with the sufficient basis for an appropriate consideration and conclusion.

10.2.3 Request for Meeting

- a. A meeting will be scheduled with appropriate individuals with written notice. Parties will endeavour to meet as soon as possible, however no more than five (5) days from notification.
- b. The Statement of Issue for Escalation will be sent in advance to the participants.

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10.2.4 Escalation Path

The following diagrams depict the escalation paths based on the nature of the engagement with the Contractor. These are:

- a. Systems Integrator and the Customer; and
- b. Systems Integrator and the Other Contractors.

System Integrator (Contractor) / Sydney Trains (Customer) Escalation Path

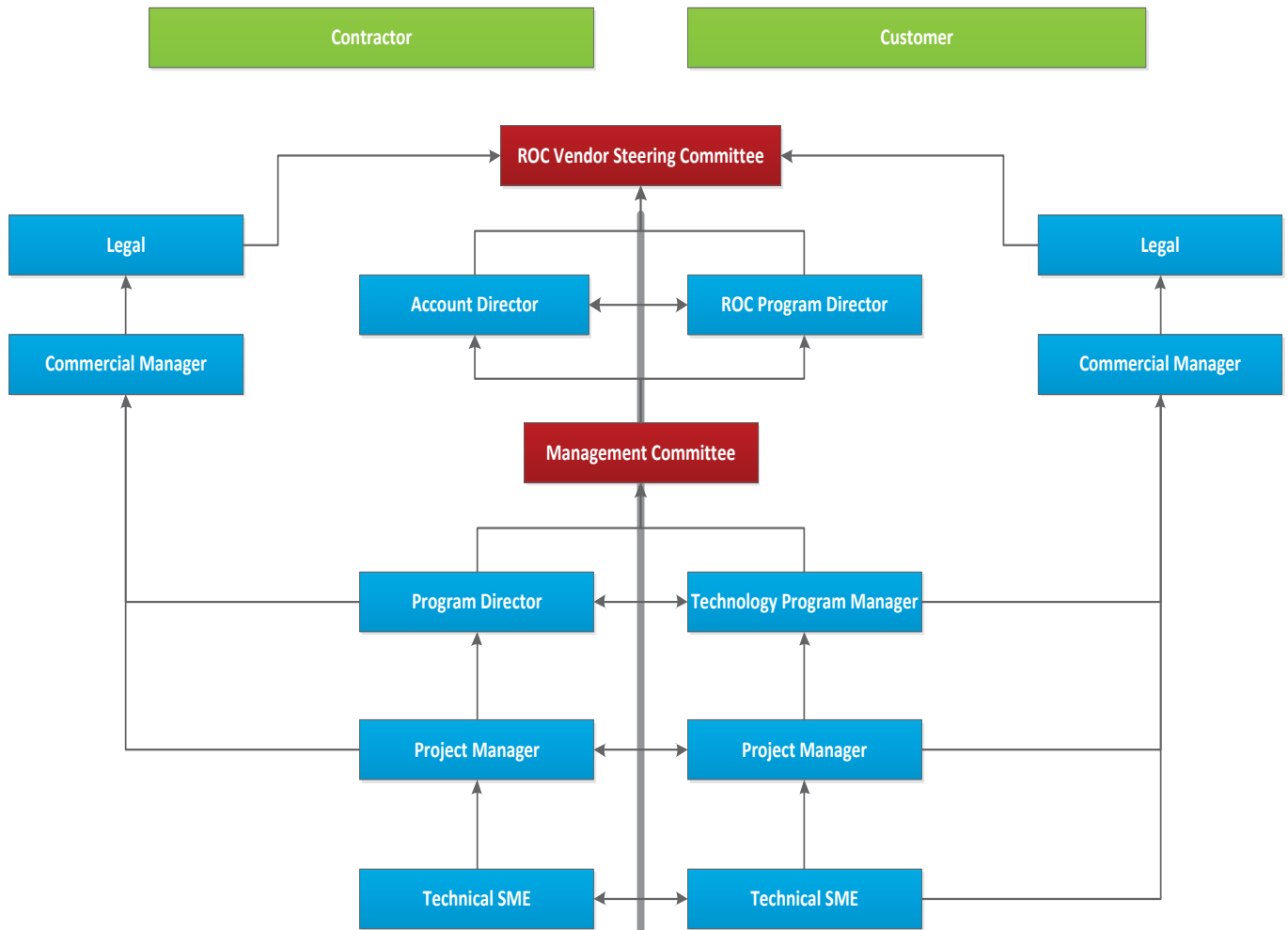


Diagram 3: System Integrator ("Contractor") / Sydney Trains Escalation Path Diagram

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Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

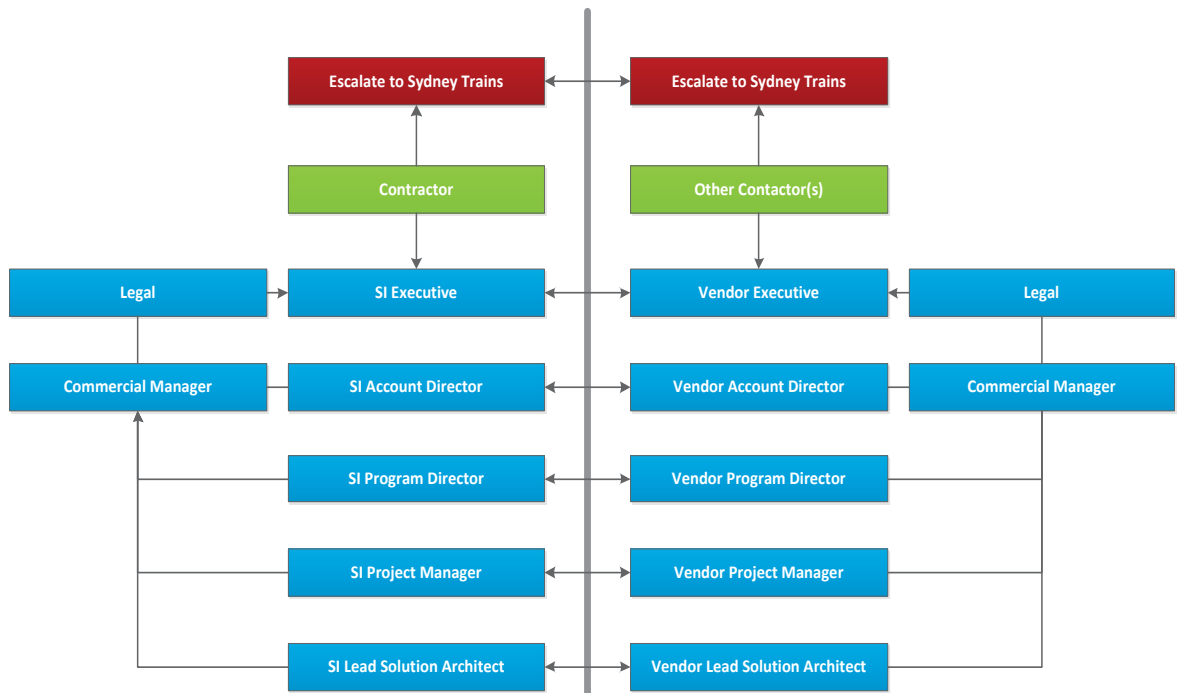


Diagram 4: Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

10.2.5 Issue Review

Each individual manager and process owner shall try to resolve any issues with their counterpart. If no agreement is made, the Parties should follow, wherever practicable, the above escalation path which attempts to resolve the issue at the counterpart level. From individual manager and process owner there are the following forums.

10.2.6 Technical Level

Wherever practicable, issues should be resolved at the technical level prior to escalation to the Vendor Management Meeting. The exception to the rule is instances where the discussion has the potential to have a quality, schedule or commercial impact. The following should be considered:

- a. Is it a technological issue related to the Contractor's product or their performance?
- b. Has the Customer contributed to the issue in terms of non-performance, delays in providing CSI, or failure to manage 3rd parties?
- c. Is the Issue attributable to limitations of the Customer's technological environment?
- d. If the issue cannot be resolved, it shall be treated according to the following contractual profile:
 - i. Technological or delivery related issues should be escalated to the Vendor Management Meeting
 - ii. Matters of a Commercial nature should be escalated to the Management Committee meeting.

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10.2.7 Vendor Management Meeting

Escalation to the Vendor Management Meeting is only appropriate if the Parties have exhausted all options at the Technical level. Attendees at the Vendor Management Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Was the issue a foreseeable event?
- c. Is it a technological issue related to the Contractor's product or their performance?
- d. Has the Customer contributed to the issue, in terms of performance, or technological limitations?

10.2.8 Management Committee Meeting

The Management Committee Meeting is the forum to discuss commercial issues escalated by a Party. Attendees at the Management Committee Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Is this a technological issue?
- c. Does the Contract support a particular Contractor's position?
- d. Was the issue a foreseeable event?
- e. Does the issue relate to partial or substandard performance by the Contractor and/or the Customer?
- f. Has the Customer provided all necessary assistance, information, etc. to enable the Contractor to perform their work?
- g. Has an Other Contractor contributed to the issue?

If the issue cannot be resolved, it shall be escalated to the ROC Vendor Steering Committee for final determination.

10.2.9 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the forum to discuss all outstanding technological, relationship or commercial issues escalated by the Management Committee Meeting. Unless it is unequivocal as to which party bears sole responsibility for an issue, the attendees' focus at the ROC Vendor Steering Committee should be to attempt to resolve the matter in a way that is conducive to the commercial interests of all Parties.

10.2.10 Issue Documentation after Resolution

- a. Resolution of an issue must be documented and executed as a statement of fact. The documentation should additionally identify what further actions will be required to prevent reoccurrence: for example, changes in processes, contract variation etc.
- b. Copies of the Issue Documentation must be retained in the shared document repository.

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10.3 ROC Culture and Behaviours

The ROC Program adheres to the following meeting rules or “etiquette”¹:

ROC Culture and Behaviors	
Meeting Etiquette ... ensuring meetings are efficient, collaborative & innovative	
You should expect ...	You should challenge ...
An agenda and purpose for the meeting should be clear in the invitation (plus any pre-reading if possible).	Meetings without precise purpose and direction which linger and do not achieve an outcome.
Meetings invitations to be sent and responded to in good time.	People tentatively accepting or declining a meeting invitation without providing a reason.
Scheduled breaks for longer meetings, so e-mails and phone messages can be checked.	People 'reading under the table', scrolling through emails, texting, internet surfing, etc... <i>Note: if this happens, perhaps the meeting is not focused enough, or the wrong people are there</i>
People arriving early so meeting can start on time.	People arriving late, expecting others to brief them. <i>Note: if you miss part of the meeting, you lose your right to complain later about decisions made</i>
Mobile phones turned to silent. 'Only step out for extraordinary calls.	Use of mobile phones which distract meetings.
Comments to be held until the speaker finishes, however legitimate interjections and clarifications should be made appropriately.	Interruptions that are not constructive or on topic.
Being respectful of all inputs, feedbacks, opinions – even if they challenge the status quo.	Input that isn't made constructively.
People using 'I statements' to share their experiences with frank, honest and powerful words.	People starting statements with 'they', 'we', 'you', or otherwise trying to speak on behalf of groups not in the room.
A meeting to finish at least 5 mins before the allotted time; allowing others to get to next commitments on time	Meetings that extend past the time allotted or make you late for your next commitment.
Your Challenge: Can you achieve your objectives and reduce meeting time?	

¹ Reference - Sydney Trains document: *ROC Meeting Etiquette Poster.docx*

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11 Stakeholder Engagement Matrix

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
Meetings	Executive Meeting	The Executive meeting is the forum from which executives from Sydney Trains and the Systems Integrator discuss the progress of the project and potential future opportunities.	<ul style="list-style-type: none"> - Executive Director Future Network Delivery(Chairman) - CIO - General Manager (relative Business) - ROC Program Director (supports the CIO). 	<ul style="list-style-type: none"> - CEO - CIO - Senior Account Manager, or "C" level representative 	<ul style="list-style-type: none"> i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor ii. Overall performance against business goals iii. Where applicable, revision of goals and long term plans for development of the relationship iv. Identify and discuss joint strategic business direction and opportunities v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution. 	<ul style="list-style-type: none"> i. Meeting Agenda ii. ROC Vendor Executive Pack documenting contract performance iii. Recommendations as escalated from the ROC Vendor Steering Committee iv. Critical Risk and Issues derived from the Risk and Issues Register v. Decision log 	Contractor 48 hours	Annually
	ROC Vendor Steering Committee	The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution.	<ul style="list-style-type: none"> - CIO - GM Strategic Procurement - ROC Program Director <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Commercial Manager - ROC Technology Program Manager 	<ul style="list-style-type: none"> - GM responsible for Account, or "C" level representative <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Project Director 	<ul style="list-style-type: none"> i. Project update ii. Strategic direction of the ROC Program iii. Status of the relationship between the Parties iv. Project budget / incentive opportunities v. Future opportunities associated with the ROC Program and Sydney Trains in general vi. Escalated risk raised by the Management Committee 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risks only) 	Contractor 48 hours	Quarterly
	Multi-Vendor Management Committee	The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.	<ul style="list-style-type: none"> - ROC Program Director - ROC Technology Program Manager - T&C Program Manager - Commercial Manager <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Proposed efficiencies / business improvement v. Future scope opportunities associated with the ROC Program vi. Escalated risk raised by the Governance Meeting vii. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risk only) 	Contractor 48 hours	Quarterly / ad-hoc as required

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Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
	Management Committee (Individual Contractors)	The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.	<ul style="list-style-type: none"> - ROC Technology Program Manager - Commercial Manager <p>NOTE: ROC Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Contractor Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business <p>All of the above is included in a pack with the status update and prepared by the vendor</p>	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Status Update Pack iv. Joint DRICA ("A" and "B" risks only) 	PMO Representative 48 Hours	Monthly
	Release Delivery Team Meeting	<p>The Release Delivery Team Meeting: ensures that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).</p> <p>It also manages the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.</p>	<ul style="list-style-type: none"> - Release Delivery Manager - Stream Delivery Managers 	<ul style="list-style-type: none"> - Vendor Release Project Managers 	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Escalated risk raised by the Governance Meeting v. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting 	PMO 48 hours	Weekly
	Vendor Management Meeting	The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Vendor Management Meetings should be conducted by the Project Managers. Issues to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc. No commercial matters are discussed at this level due to the involvement of a number of different vendors.	<ul style="list-style-type: none"> - ROC Release Project Manager - Technology Lead Architect or nominated delegate 	<ul style="list-style-type: none"> - Release Project Manager - Project Coordinator - Nominated technology SME 	<ul style="list-style-type: none"> i. Performance against the schedule ii. Proposed scope changes iii. Deliverable status, including acceptances iv. Resource planning v. Customers CSI compliance vi. Risks and Issues vii. Escalation points for Management Committee Meeting 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Highlight Report iv. Risk and Issues derived from the Risk and Issues Register 	Contractor 48 hours	Weekly
	Operational Meetings	The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security,	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers (o) - other key personnel (o) 	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers 	As Required	As Required	There are no minutes however action items are taken and	As required

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Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
		<p>integration, configuration and customisation issues, etc.</p> <p>Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel.</p> <p>No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.</p>		<p>(op.)</p> <ul style="list-style-type: none"> - Other key personnel (op.) 			distributed	
	Project Management Forum	<p>The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.</p>	<ul style="list-style-type: none"> - ROC Technology Release Project Managers 	<ul style="list-style-type: none"> - Release Project Managers 	<ul style="list-style-type: none"> i Master Schedule overall ii. Potential blockers, emerging issues, threats iii. Relationship Management iv. Lessons learnt, good practice share v. Collegiate advice vi. Future horizon planning 	<p>The material is as required to support the subjects being discussed</p>	<p>There are no minutes however action items are taken and distributed</p>	Fortnightly
Reports	Project Highlight Report	<p>Generated weekly per ROC Release and contains: Key Indicators (Project RAG Status); Milestone, budget and overall project update with particular explanations of any amber or red items; PIPP Deliverable updates; DRICA updates; Change Requests/updates & Action Items</p>	<ul style="list-style-type: none"> - ROC Technology Program Manager - ROC T&C Program Manager - ROC Commercial Manager - Customer Release Project Managers - Customer Lead Architects 	<ul style="list-style-type: none"> - SI Project Director - Release Project Managers - Release Team Members if/as required 		PHR Report	PHR Report	Weekly
	Project Status Update Pack	<p>Developed and presented during the Management Committee Meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Pack covers the following items:</p> <ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business 	N/A	PMO Coordinator	Monthly

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	8
Date of Change Request	22 December 2017
Originator of need for Change Request	Vendor
Proposed Implementation Date of Change	This Change Request takes effect on and from 22 December 2017.
Date of expiry of validity of Change Request	Not applicable
Contractor's estimated time and cost of evaluation	Not applicable
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)	Nil

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
22 December 2017	1.0	<i>Initial draft</i>	ST

DETAILS OF CHANGE REQUEST

Summary

1. On or about 15 October 2015 the Parties entered into a Customer Contract for certain design, installation, testing and implementation services for new technologies at a new Rail Operations Centre for the Customer which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
2. This Change Request 9 will amend the Customer Contract (including the Project Implementation Project Plan (the **PIPP**)) so that the scope of work under the PIPP is expanded to include additional services described in the attached ETG PIPP, which include:
 - (i) Design for Transition Phase Services for the ETG Project; and
 - (ii) Handover Phase Services for the ETG Project
 - (iii) Extension of Interim support services under Module 5.

3. The Parties intend that:
 - (a) this Change Request takes effect so that the Customer Contract is varied with effect from the "Proposed Implementation Date of Change" specified on the cover of this Change Request;
 - (b) the Customer Contract as amended by this Change Request continues in full force and effect;
 - (c) all rights and liabilities of the Parties under this Customer Contract prior to the "Proposed Implementation Date of Change" are as set out in this Customer Contract as it existed prior to the date of this Change Request;
 - (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the "Proposed Implementation Date of Change"; and
 - (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.
4. The documents attached to this Change Request show the Customer Contract as it exists after this Change Request is implemented.
5. The Parties acknowledge that the PIPP attached to the Change Request may not be a fully consolidated PIPP, and that some content from previously performed activities may be missing. The parties have proposed creating a consolidated PIPP following execution of this Change Request including all activities that were set out in:
 - (a) The PIPP as attached to the original Customer Contract;
 - (b) The PIPPs attached to Change Request 1 through 8; and
 - (c) The PIPP including the ETG PIPP included in Attachment 1 to this Change Request.

If a consolidated PIPP is not agreed, then the Parties acknowledge that their obligations under this Customer Contract at any point in time are as set out in the PIPP attached to the Customer Contract at that point in time.

SCOPE

The current scope of the Customer Contract relates to Release 1, Release 2, an Interim Phase for Detailed Design for Release 3, Release 1 – Tranche 2 and IMS Remediation as described in the Project Implementation and Payment Plan (**PIPP**) and that part of the ETG Project described in the ETG PIPP (which forms part of the PIPP).

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The effects of this Change Request are as shown in the contract documents contained in Attachment 1 to this Change Request.

EFFECT OF CHANGE ON PROJECT TIMETABLE

As per the PIPP.

New PIPP (annexed)

The current PIPP is replaced in its entirety as set out in Attachment 1 to this Change Request. The new PIPP includes the ETG PIPP. As noted above, the PIPP in Attachment 1 may not include a

complete restatement of all Deliverables from the date of execution of the Customer Contract. A consolidated PIPP will be prepared promptly following signing of this Change Request.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

New charges for the Design for Transition Phase and Handover Phase of [REDACTED] (excl. GST) as per the table below:

Deliverable	Price per Unit	Quantity	Extended Price
Previous Contract Price			
Detailed Design Release 1			[REDACTED]
Detailed Design Release 2			[REDACTED]
Detailed Design Release 3			[REDACTED]
Detailed Design R1-T2			[REDACTED]
Implementation Release 1			[REDACTED]
Implementation Release 2			[REDACTED]
Support Services			[REDACTED]
Support Services - OPTIONAL 3 month extension of Support Services to 10 th June 2018 (Upon notice in writing)			[REDACTED] * (if option is exercised)
Additional Services			[REDACTED]
Implementation IMS Remediation			[REDACTED]
Implementation Release 1 – T2			[REDACTED]
Previous Contract Price (excl. GST)			[REDACTED] * (excluding option)

Change Request 9			
Design for Transition Phase			[REDACTED]
Handover Phase			[REDACTED]

Contract Price (excluding GST)	Total (Excl. GST)	██████████* (excluding option)
	GST:	██████████
Price (including GST)	Total Amount:	██████████* (excluding option)

CHANGES TO CSI

As set out in the ETG PIPP.

CHANGES TO CUSTOMER PERSONNEL

As set out in the ETG PIPP.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Refer to the PIPP (including the ETG PIPP) and the SLA.

Responsibilities of the Contractor

Refer to the PIPP (including the ETG PIPP) and the SLA.

Responsibilities of the Customer

Refer to the PIPP (including the ETG PIPP) and the SLA.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

The testing services are as set out in the attached PIPP (including the ETG PIPP).

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

Refer to PIPP (including the ETG PIPP) and SLA.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Refer to PIPP (including the ETG PIPP) and SLA.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not applicable.

ASSUMPTIONS

As set out in the PIPP (including the ETG PIPP).

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

In addition to this Change Request Form, the attached updated PIPP and contract documents form part of this Change Request.

The following documents contained in Attachments 1 form part of this Change Request (in addition to this Change Request Form):

1. the revised PIPP (which embeds the ETG PIPP).
2. the revised Module 5 – Software Support Services

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

The Customer Contract is amended as set out in the documents set out in Attachments 1 to this Change Request.

AUTHORISATION

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]*

Sydney Trains (ABN 38 284 779 682)

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

Signature of Customer Representative

Print name

Date

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

Ajilon Australia Pty Ltd (ABN 25 076 517 354)

Signature of Authorised Signatory

Print name

Date

Attachments:

1. Revised PIPP

Attachment 1: Revised PIPP

Document Version	Date	Edited by	Reason/nature of changes
0.1	28 July 2017	G+T	Introduction of CR7
0.2	10 August	ST Commercial	Re structure of content to match existing structure, clarification of content to link to relevant sections.
0.3	18 September 2017	G+T	Revised following ST input
0.4	18 December 2017	G+T	Change Request 9
0.5	21 December 2017	ST Legal	Amendment to cls 17.3.2
0.6	21 December 2017	Review	Amendment to Milestones

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Schedule 12: PIPP

1. Introduction

- 1.1.1. The Customer is establishing a new Rail Operations Centre (**ROC**).
- 1.1.2. The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site (or a site as nominated by the Customer) which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
- 1.1.3. The Project includes the design, installation, testing and implementation of the System, which includes the development of the Applications. These Applications include:
- a) REM IMS provided by Frequentis;
 - b) CIMS provided by Thales; and
 - c) DTTS provided by Quintiq Pty Ltd,
(**Key Contractors**).
- 1.1.4. Subject to section **Error! Reference source not found.**, the Customer has engaged the Contractor as its systems integrator, responsible for integrating the System and acting as the Customer's agent to oversee the technical management of the System.
- 1.1.5. The Parties acknowledge that this Customer Contract has been developed as follows:
- a) an ECI Contract was entered into by the Parties on or around 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO;
 - b) on or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the Project that was developed in the ECI Contract;
 - c) Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract;
 - d) Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract;
 - e) Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Seconde;
 - f) Change Request 4 to this Customer Contract was executed shortly prior to Change Request 5 to incorporate interim Detailed Design (Release 3) services for DTTS;
 - g) Change Request 5 to this Customer Contract was executed on or about 5 May 2017 to incorporate certain services related to Detailed Design for Release 1 and revised scope of Release 2, through to the build, test and deployment of Release 1 and Release 2, Interim Detailed Design for Release 3 and Detailed Design for Release 1 – Tranche 2 and incorporated provisional support for Release 1, along with certain service transition and testing services within the scope of this Customer Contract;
 - h) Change Request 6 of this Customer Contract was executed on or about 20 June 2017 to incorporate certain services related to IMS. The scope of work was expanded to include additional services which included the preliminary planning and co-ordination for the design, build, testing and implementation on all work related to the relevant IMS release; and
 - i) Change Request 7 to this Customer Contract now incorporates the build, test and deployment of Release 1 – T2, and the planning and co-ordination for the design,

build, testing and implementation on all work related to the Existing Systems that interface with REM IMS in order to roll-out and integrate REM2016.R2 and REM 2017.R2 into the Customer Environment (IMS Remediation) together with end-to-end management of third parties in connection with, the implementation of Release 1 – T2, and IMS Remediation. In addition, Change Request 7 incorporates a feasibility study for an appropriate mobile device management solution for REM Mobile.

j) Change Request 8 to this customer contract extended the interim support arrangement as detailed in Module 5 for a 3 month period with an option of a further 3 months.

1.1.6. Pursuant to the ECI Deed, the Customer engaged the Contractor to assume full responsibility as prime contractor for the design and development of the ETG Solution. Change Request 9 to this Customer Contract engages the Contractor as prime contractor to provide Design for Transition Services to prepare for the commissioning of the ETG Solution into the Production Environment and the Handover Phase Services. The Contractor is providing the Services under the ETG PIPP in its capacity as prime contractor in respect of the ETG Solution and as the System Integrator in respect of integration of the ETG Solution with the Customer Environment in accordance with the ETG Project Integration Specifications. The Parties must perform their obligation in relation to the ETG Project in accordance with the ETG PIPP.

1.1.7. By implementing the System the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
<p>Reduced delay times and improved confidence in rail: Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.</p>	<p>Reduced Initial Delay: Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.</p>
<p>Increased operational performance and opportunity for timetable enhancements: Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay: Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the services back to normal following the resolution of an incident. This will place less demands on timetable recovery margins.</p> <p>The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays: Improving the customers' ability to make decisions about their transport options.</p>	<p>Reduced Customer Perceived Delay: Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the customers' perceived time of their journeys by 11% by 2018.</p>
<p>Better realising the benefits of future investments in rail capacity: Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.</p>	<p>Creation of a flexible, scalable network control function: The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC infrastructure design requirements.</p>

Objective	SMART Criteria
A new world-class operating centre and culture: Transforming the way 'day of operations' activities are managed within the Customer, fostering a new culture of collaboration and efficient coordination.	Improved Business Environment: The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.
Improved customer service: Providing the capability to support and enable a new 'customer service model' that will improve customer service and business performance.	Reduction in OPEX: The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new 'customer service model'.
Improved efficiency and sustainability: Providing opportunities for 'day of operations' role re-design and consolidation.	Reduction in OPEX: enabled by new systems, process improvements and colocation.

2. Overview of Scope of Work and Project Delivery Model

2.1. Phased Approach

2.1.1. The Project shall be delivered as a multi-release project comprising the following releases and delivery project:

- a) **Release 1:** REM IMS implemented as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Frequentis, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 1 will be when Release 1 achieves 45 days of Clear Running in the Production Environment.
- b) **Release 2:** CIMS implemented separately as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Thales, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 2 will be when Release 2 achieves 45 days of Clear Running in the Production Environment.
- c) **Release 3:** The integration of the System into the Customer Environment. This entails the provision of upgraded Licensed Software by the Key Contractors, as well as additional customisation of TIBCO middleware delivered by the Contractor. Release 3 involves the implementation of the System. The AAD for Release 3 will be when Release 3 achieves 45 days of Clear Running in the Production Environment.
- d) **Release 4:** The deployment of the System into the Site, being the Rail Operations Centre in Alexandria, NSW, Australia or such other location as specified by the Customer to the Contractor in writing.
- e) **Release 1 – Tranche 2 (R1 –T2):** The deployment of new version of the IMS including the deployment of REM 2017.R2. The AAD for Release 1- Tranche 2 will be when Release 1 –Tranche 2 achieves 45 days of Clear Running in the Production Environment.
- f) **IMS Remediation:** The planning and co-ordination for the design, build, testing and implementation on all work related to the Existing Systems that interface with REM IMS in order to roll-out REM 2016.R2 and REM 2017.R2 into the Customer Environment.
- g) **ETG Project:** all work related to the ETG Solution as set out in the ETG PIPP.

- 2.1.2. Release 1 – Tranche 2 is the second release of the REM which was originally intended to be carried out as part of a later release (formally referred to as Release 3). Release 1-T2 will now be deployed as a stand-alone release into the Customer Environment. Each reference to “Release 3” in the Additional Conditions will be read as if it were a reference to Release 1 – T2.
- 2.1.3. For the purposes of Release 1-T2, Thales Australia Limited is no longer a Key Contractor (as that term is defined in the Additional Conditions).
- 2.1.4. The releases (other than Release 4), may contain the following activities and phases, as indicated in this PIPP for each Release:
- a) **Detailed Design:** The creation of Detailed Design Phase Deliverables by the Contractor and deliverables created by Key Contractors in conjunction with the Customer to ensure that the design for the ROC Technology Solution is approved by the Customer and ready for the Build Phase as set out in sections 5, 5A and 5B of this PIPP.
 - b) **Build Phase:** comprising the Configuration and Customisation of the Licensed Software by the Key Contractors as set out in section 6 of this PIPP. This phase additionally involves customisation of the TIBCO middleware by the Contractor.
 - c) **Data Management Phase:** which is a subset of the Build Phase and comprises the identification, profiling and configuration of data required to enable the Licensed Software to achieve full functionality and performance as set out in section 7 of this PIPP.
 - d) **Testing Phase:** comprising testing performed by the Key Contractors at the Key Contractors’ sites, as well as testing performed by the Key Contractors, Contractor and Customer at the Site as set out in section 8 of this PIPP.
 - e) **Release and Deployment Phase:** comprising all necessary activities required to install the Licensed Software into the Customer’s Production Environment as set out in section 9 of this PIPP.
 - f) **Program Maintenance:** comprising interim support of REM IMS until Maintenance and Support commences for Release 3 as set out in section 10 of this PIPP.
 - g) **Transition to Maintenance and Support:** comprising all activities required to formally hand over the ROC Technology Solution into the Customer’s “Business as Usual” function as set out in section 11 of this PIPP.
 - h) **Maintenance and Support:** Maintenance and Support for each Application for each Release will commence when AAD is achieved for the System for that Release. Maintenance and Support is out of scope for this Customer Contract and if required will be the subject of a separate contract.

2.2. Contractor’s obligations

- 2.2.1. The Contractor must:
- a) supply the Services and Deliverables described in this PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor; and
 - b) perform all other services, functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Services and Deliverables described in this PIPP.

2.3. Additional Documentation requirements

- 2.3.1. If at any time the correction of Defects or faults in any Deliverables necessitates an amendment to the Documentation, the Contractor shall supply such number of copies of the amended Documentation (or the amendments to the Documentation) to the Customer as is necessary to update the Customer's existing Documentation within 90 days of the correction or within a shorter period reasonably specified by the Customer if in all the circumstances the Customer requires copies of those amendments within that shorter period. This obligation to provide amended Documentation applies even if the Customer has previously approved the relevant Document Deliverable in accordance with clause 10 of the Customer Contract (as amended by the Additional Conditions).

3. Delineation of Responsibilities

3.1. Role of the Customer

3.1.1. The Customer is responsible for:

- a) ultimate authority and responsibility for the Project;
- b) managing the provision of CSI (and any associated support) as set out in Item 22 of the General Order Form and section 16 of this PIPP;
- c) provision of all hardware required to support the ROC Technology Solution;
- d) approving all Deliverables listed in this PIPP;
- e) setting up and managing overall program support functions covering planning, tracking, reporting, quality management and internal communication in respect of the Project;
- f) establishing standards, tools and procedures for use on the Project, including issue, risk, change and information management;
- g) entering into contracts with Key Contractors that are necessary to enable the Contractor to discharge its obligations;
- h) monitoring of, and responding to, issues at the program level;
- i) driving and managing change through the Customer organisation;
- j) managing interdependencies (if any) with other Customer projects;
- k) resolving issues escalated to the Customer by the Contractor;
- l) making key organisation/commercial decisions for the Project;
- m) documentation and analysis of current and future state business processes;
- n) definition and approval of Customer business requirements;
- o) overall management and co-ordination of the Project; and
- p) management of contractual relationships with Key Contractors.

3.2. Role of the Contractor

3.2.1. The Contractor is responsible for:

- a) setting up and managing project management functions covering planning, tracking, reporting, quality management and internal communication;
- b) producing consolidated reporting to the Customer, including milestone summary, key issues, risks, and summary of effort incurred;
- c) ensuring that the Key Contractors perform the required services in accordance with the Key Contractor PIPP(s);
- d) ensuring that Key Contractor deliverables are delivered in accordance with the Key Contractor PIPP(s);
- e) making effective use of Key Contractor resources within the approved budget;
- f) proactively developing a collaborative relationship with the Customer;
- g) ensuring that there are clear communication paths between the project team, the Customer and Key Contractors;

- h) acting as main point of contact between the Key Contractors and the Customer for non-commercial issues;
- i) day to day management of Contractor staff assigned to the Project;
- j) quality assurance of the work of Contractor Personnel assigned to the Project;
- k) tracking performance of Contractor Personnel and taking any appropriate action as required;
- l) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- m) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- n) assisting with the production of user documentation; and
- o) working with the Customer to define development requirements and priorities.

3.2.2. Without limiting the above, and notwithstanding the Customer's management obligations set out in section 3.1, in relation to Release 1 – T2 and IMS Remediation, the Contractor acknowledges that the Contractor's management responsibility is expanded to include acting as the Customer's agent for technical management of Interfacing Contractors including Key Contractors (but does not include overall governance and commercial management). For the avoidance of doubt, the Customer's failure to comply with its obligations to an Interfacing Contractor shall constitute a Customer failure for the purposes of clause 6.26(a) of the Customer Contract. The Contractor's expanded management responsibilities for Release 1 – T2 and IMS Remediation are further defined in section 4A of this PIPP. Without prejudice to the Contractors obligations in section 15 of this PIPP, in providing the end-to-end management Services, the Contractor:

- a) must:
 - i. abide by the obligations set out in Additional Condition 17 as if references in that Additional Condition to Key Contractors was a reference to Interfacing Contractors; and
 - ii. adhere to Customer policies; and
 - b) must not:
 - i. negotiate or represent the Customer on commercial matters (including the renewal of any licences or agreements);
 - ii. issue any waivers or notices on behalf of the Customer or exercise or waive any other contractual rights of the Customer; or
 - iii. do (or fail to do) anything that would cause the Customer to incur any liability to the Interfacing Contractor,
- without the prior written approval of the Customer.

3.3. Role of the Key Contractors

3.3.1. The Key Contractors are responsible for:

- a) security management and license control in respect of the Licensed Software;
- b) initial set up of security rights and access permissions of the Licensed Software;
- c) assisting with the production of user documentation, as required;
- d) assisting with testing post-SAT such as defect triage, defect resolution, reporting, etc;
- e) day to day management of Key Contractor Personnel assigned to the Project;
- f) quality assuring the work of Key Contractor Personnel assigned to the Project;
- g) tracking performance of Key Contractor Personnel and taking appropriate action;
- h) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- i) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- j) working with the Customer and Contractor to define development requirements and priorities; and

- k) working collaboratively with the Contractor to identify ways and methods of working to ensure delivery success with a focus on project outcomes rather than outputs.

4. Definitions

Capitalised terms which are not defined in this PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

AAD means Actual Acceptance Date. AAD for each Release is when the System (for that Release) achieves 45 consecutive days of Clear Running, as further specified for each Release in section 2.1.1 of this PIPP.

APIS CIMS means the CIMS application provided by Thales.

Build Phase means the phase described in Section 6 of this PIPP.

Build Specification means the specifications which enable the Key Contractor to commence development of REM 2017. R2, comprising the following sub set of Detailed Design Deliverables:

- a) the Updated Functional Specification;
- b) the Updated Integration Specification; and
- c) the Updated Architecture Specification.

CIMS means the Customer Information Management System.

Clear Running means the System achieving uninterrupted performance in the Production Environment without a Severity 1 or Severity 2 Defect (as defined in ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document attached in Appendix H) arising.

Configuration and Customisation means the activities to be undertaken during the Build Phase, as described in section 6 of this PIPP.

COTS means commercial off the shelf software.

Cross Stream Testing has the meaning as defined in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Data Configuration means manipulation of the customer data into an appropriate format to meet the requirements set out in section 7 of this PIPP and the successful insertion of the data into the System.

Data Configuration Team has the meaning given to it in section 7 of this PIPP.

Data Management Phase means the activities described in section 7 of this PIPP.

Data Profiling means the activities described in section 7 of this PIPP.

Data Profiling Team has the meaning given to it in section 7 of this PIPP.

Defect Severity Definitions means the definitions set out in section 8.3.

Deployment Phase means the phase described in section 9 of this PIPP.

Detailed Design has the meaning given to it in section 2.1.4.

Detailed Design Documents means:

- a) each document that is developed by the Contractor as part of the High Level Solution Design Phase and the Detailed Design Phase and accepted by the Customer; and
- b) the detailed functional specifications and technical specifications for the System developed by the Contractor during the Build and Test Phases and accepted by the Customer.

The Detailed Design Documents set out the overall scope of the Releases under this PIPP as updated or replaced from time to time in accordance with this PIPP or otherwise in accordance with the Customer Contract.

Detailed Design Phase means each of Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, Detailed Design (Release 3) Phase and Detailed Design (R1-T2) Phase.

Detailed Design (R1-T2) Phase means the Phase described in section 5B of this PIPP.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 5A of this PIPP.

Detailed Test Plan means the plan described in section 8.3 of this PIPP.

DMC means Data Management Client; the REM thick client for configuration management supplied by the Contractor.

DTBRS means the Detailed Technology Business Requirements Specification developed by the Customer during the Detailed Design Phase.

DTTS means the Day of Operations Timetable System.

ECI Contract means the Early Contractor Involvement Contract for the High Level Solution Design Phase that was entered into by the Parties on or about 24 December 2014.

ECI Deed has the meaning set out in the ETG PIPP.

EMC means Emergency Management Client.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this PIPP.

ERD means Entity Relationship Diagram.

ERM means Enterprise Release Management.

ETG PIPP means the document set out in Appendix J to this PIPP.

ETG Project has the meaning set out in the ETG PIPP.

ETG Solution has the meaning set out in the ETG PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this PIPP.

Existing Systems means the impacted Customer's systems that existed prior to the ROC Technology Solution.

Frequentis means Frequentis Australasia Pty Ltd ABN 25 107 550 489.

Go Live for a Release means when that Release has been deployed into the Production Environment is ready for operational use and is put into operation and use.

Governance Model means the governance model set out in Appendix I of this PIPP.

High Level Solution Design Phase means the phase undertaken during the ECI Contract from which, amongst other Deliverables, the High Level Detail Design and BAFO were provided to the Customer by the Key Contractors.

HP ALM means Hewlett Packard Application Lifecycle Management.

IMS means the Incident Management System.

IMS Remediation has the meaning set out in section 2.1.

Implementation Phase means the Build Phase, Data Management Phase, Testing Phase and Release and Deployment Phase.

Initial Requirements for each Release means the Customer's requirements for that Release set out in the document referred to in Appendix A of this PIPP (i.e. the High Level Business Requirements document), which set out the Customer's Requirements for the Detailed Design Phase for that Release.

Interface means each interface between each Application and each other Application, and each interface between the Applications and the Customer Environment, including:

- a) for Release 1, each interface between REM IMS and the Customer Environment and other Applications (as applicable);
- b) for Release 2, each interface between APIS CIMS and the Customer Environment and the other Applications (as applicable); and
- c) for R1-T2, each interface between REM IMS and the Customer Environment and other Applications (as applicable),

unless specified otherwise and as detailed in the SAD and the Interface Specifications.

Interface Documentation means a description of each Interface, such as SIRI and Notification Interface, including XML schema definition where applicable detailed in the SAD and the Interface Specifications.

Issues Register has the meaning given to that term in section 15.4 of this PIPP.

Key Contractor has the meaning given in clause 5.1 of the Additional Conditions (summarised for current purposes in section 1.3 of this PIPP).

Load and Performance Test Phase has the meaning given to it in section 8.5 of this PIPP.

Load and Performance Testing has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" set out in Appendix H (Testing Baseline) of this PIPP.

Maintenance and Support Phase means the phase covering the maintenance of the Solution as defined in section 2.1.4.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Master Test Plan has the meaning given to that term in section 8.3 of this PIPP.

Network Master Data means the Customer's physical network (including points and signals).

Operational Acceptance Test (OAT) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Operational Acceptance Testing (OAT) has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework (Approved)" document set out in Appendix H (Testing Baseline) of this PIPP.

Product means the Licensed Software provided by the Key Contractors.

PROD means Production Environment.

Production Environment means the environment where the Customer operates the IMS, CIMS and DTTS for its intended purpose.

Program Maintenance means the phase described in section 10 of this PIPP.

Project has the same meaning given to that term in section 1 of this PIPP.

Project Preparation Phase means the activities to be performed by the Contractor prior to initiating the Detailed Design (Release 1) Phase.

Project Schedule means the Project Schedule jointly developed by the Customer, the Contractor and Key Contractors detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in Appendix C.

Quintiq means Quintiq Pty Ltd.

Release 1 has the meaning given to it in section 2.1

Release 1 – T2 has the meaning given to it in section 2.1. Each reference to "Release 3" in the Additional Conditions will be read as if it were a reference to Release 1 – T2.

Release 2 has the meaning given to it in section 2.1.

Release 3 has the meaning given to it in section 2.1.

Release and Deployment Phase means the phase described in section 9 of this PIPP.

REM IMS means the Railway Emergency Management application provided by Frequentis, including REM Mobile.

REM 2016.R1 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2016.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2017.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Data Model means a description of the REM data model in the form of an ERD.

REM Mobile means REM Mobile 2016.R1 and REM Mobile 2016.R2 and any future versions of this software product that Frequentis may make available to the Customer from time to time.

REM Mobile 2016.R1 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Mobile 2016.R2 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

Requirements means:

- a) for the Detailed Design Phase for each Release, the Initial Requirements for that Release; and
- b) for the Implementation Phase for each Release, the Updated Requirements for that Release.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC means the Rail Operations Centre.

ROC Technology Solution means the Day of Operations Timetable System, Incident Management System, Customer Information Management System and TIBCO middleware integrated into the Customer's Environment in accordance with the Customer's requirements.

SAD means the Solution Architecture Design document for each Release as included in the Detailed Design Documents for that Release.

SAT means system acceptance test for each Release as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP for each Release.

SAT Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security and Penetration Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

SIT Test Phase has the meaning given to it in section 8.5 of this PIPP.

System means:

- a) the REM IMS;
- b) the APIS CIMS;
- c) the DTTS; and
- d) the TIBCO interfaces developed by the Contractor, as customised and configured in accordance with the Customer's Requirements,

as developed, implemented and integrated on the Customer's Environment for the purposes of the Project.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Systems Integration Testing (SIT) has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

System Test Plan has the meaning given to it in section 8.3.

System Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H Testing Baseline of this PIPP.

TEMS means Technical Environment Management Strategy.

Test Cases has the meaning given to it in section 8.3.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Management Services has the meaning given to it in section 8.3.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

Test Reporting means the ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

Testing Phase means the phase described in section 88 of this PIPP.

Testing Services has the meaning given to it in section 8.5 of this PIPP.

Thales means Thales Australia Limited.

TIBCO means *The Information Bus Company's* middleware product that provides integration, analytics and event information processing.

TMT means 'Test Management Tool'.

TOM means 'Test Objective Matrix' as defined in section 8.3.

TSR means 'Test Summary Report' as described in section 8.3 of this PIPP.

UAT (Project) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Unit /System Testing Phase has the meaning given to it in section 8.5 of this PIPP.

Updated Requirements for each Release means the Customer's Initial Requirements for that Release as they are further detailed and updated during the Detailed Design Phase for that Release in the Detailed Technology Business Requirements Specification document for that Release. The Updated Requirements for each Release set out the Customer's requirements for the Implementation Phase for that Release.

UPMP means Updated Project Management Plan as described in section 5C.4.1 of this PIPP.

Unit Testing (UT) has the meaning defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

Validation means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled.

Verification means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled and meets the intended outcome.

Web Portal means the REM thin client for read only incident investigations, audit log viewer and standby client.

4A End to End Management Services (Release 1 – T2 & IMS Remediation)

4A.1.1 The Contractor must supply the following end to end management Services in connection with the Implementation Phases for Release 1 – T2 and in relation to the IMS Remediation Phases only, as indicated. For the avoidance of doubt, these are the phases introduced in to the Customer Contract under Change Request 7 except where noted otherwise.

#	Service	Description	IMS Remediation	Release 1-T2
1.	3rd Party (Interfacing Contractor and Key Contractor) Management	<p>End to end Management for the in scope technology delivery which may include;</p> <ul style="list-style-type: none"> • REM (Frequentis) • IIMS (HCL) • DTDI (iTree) • VCS (Base 2) • 2 Way Communication (Telstra) • Specialist Performance monitoring team (nominally JDS) • Network Monitoring (nominally UXC) • Middleware Monitoring (nominally IBM) • Operating System, Virtual Machine and Hardware Monitoring (nominally IBM) • Specialist security testing vendor <p>(the Customer remains accountable for Governance),</p>	Y	Y
2.	TIBCO	Planning for software build, deploy and configure – TIBCO (Interfaces)	Y	Y
3.	REM Configuration	Planning and coordination of proposed configuration changes in the area of Categories, Roles and Chapters & Fields with the Interim Support team	Y	Y
4.	REM Key Contractor	Manage the Key Contractor	Y	Y

5.	IIMS	Planning, co-ordination, review and reporting for: the design, build, testing and implementation on all work related to IIMS vendor related to relevant IMS Release.	Y	Y
6.	DTDI	Planning, co-ordination and reporting for the design, build, and testing on all work related to DTDI vendor related to relevant REM Releases.	Y	Y
7.	Telstra/Customer	Planning, co-ordination and reporting for the design, build, and testing on all work related to Telstra and the Customer related to SMS.	N	Y
8.	Base2/Customer	Planning, co-ordination and reporting for the design, build, and testing on all work related to Base2 and the Customer related to VCS.	N	Y
9.	Test Management Delivery	For all parties including, but not limited to, IBM (Operating System, Virtual Machine, Middleware Monitoring and Hardware Monitoring), DXC, JDS (specialist performance monitoring team), HCL (IIMS), iTree (DTDI) as required.	Y	Y
10	Deployment	For all parties including, but not limited to, IBM, DXC, JDS, HCL, iTree as required.	Y	Y
11	MDAM Feasibility	<p>The Contractor will carry out a feasibility study for an appropriate mobile device management solution for REM Mobile and provide as a Deliverable for approval by the Customer, a Mobile Device Application Management Whitepaper which is the assessment of the MDAM proposed options in terms, pros, cons, high level timeline delivery and supportability.</p> <p>This study will review the current Mobile Device Management Services at the Customer and Transport for NSW including but not limited to:</p> <ul style="list-style-type: none"> ·Mobile Device Management ·Mobile Security ·Mobile Policies and Governance ·Current Limitation and constraints <p>Propose up to 3 potential MDM solutions and a recommended solution that could support REM Mobile Application and Configuration Management; working with, but not limited to:</p> <ul style="list-style-type: none"> ·the Customer ·Transport for NSW ·Frequentis 	Y	N

5. Detailed Design (Release 1 & 2) Phase

5.1. Overview

- 5.1.1. The purpose of the Detailed Design (Release 1 & Release 2) Phase is to develop the Detailed Design Documents for Release 1 and Release 2 and confirming that the Detailed Design meets all of the Requirements.
- 5.1.2. The Customer is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design.
- 5.1.3. In addition to the responsibilities set out in section 3.2 of this PIPP, the Contractor must ensure that:
- a) all of the Services that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in section 5.3) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in sections 5.4 and 5.5) are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule.

5.2. Entry Criteria

- 5.2.1. The Entry Criteria for each of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are specified in the table below:

#	Criterion	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3. Detailed Design Services

- 5.3.1. The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1 & Release 2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer (or its nominee), including: <ol style="list-style-type: none"> a) liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b) ensuring all required Contractor Personnel are present at the meeting(s); c) chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d) developing agenda for socialisation with participants; and e) producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer, the Key Contractors and all relevant Customer stakeholders: <ol style="list-style-type: none"> a) to clarify the Requirements and validate those Requirements; b) to identify any changes to those Requirements; and c) to prepare the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.

#	Description
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
4.	Develop the Detailed Design Documents for the System for Release 1 & Release 2.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a) summarise the key decisions made and Requirements during the Detailed Design (Release 1 & Release 2) Phase and how the Key Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b) confirm that the Detailed Design will meet the Customer's Requirements; and c) confirm that the scope of Release 1 & Release 2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Key Contractors and all relevant Customer stakeholders to identify and agree on risks to Release 1 & Release 2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (Release 1 & Release 2) Phase.
8.	Do all things necessary (using the standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractors to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5.4 of this PIPP and as otherwise directed by the Customer.

5.3.2. The Contractor must supply the Services which are part of the Detailed Design (Release 1 & Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4. Release 1 Detailed Design Deliverables

5.4.1. The Contractor is responsible for the Deliverables set out in this section 5.4 with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities).

5.4.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.

5.4.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.

5.4.4. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase. The approval of each Deliverable will be the responsibility of the Customer.

5.4.5. The Parties acknowledge and agree the Detailed Design (Release 1) Phase Deliverables marked "Closed" in the table below were received and have been and accepted by the Customer as at the date of Change Request 4.

#	Deliverable	Description	Approver	Status
Technology Deliverables				

Ajilon Implementation PIPP (CR8)

1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 1 Architecture Specification	<p>The Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Solution Design and should contain the following:</p> <ul style="list-style-type: none"> a) Introduction: <ul style="list-style-type: none"> i. document overview; ii. document inputs; and iii. phase scope. b) Systems architecture: <ul style="list-style-type: none"> i. high level conceptual overview; ii. level 2 business processes; iii. application usage view; iv. system integration view; v. application structure view; vi. information architecture (including reference data requirements); vii. infrastructure usage view; viii. implementation and deployment view; and ix. manual integration. c) Rationale and justification for detailed design architectural approach: <ul style="list-style-type: none"> i. rationale; ii. architecture risks; iii. architecture issues; iv. architecture constraints; v. architecture assumptions; vi. architecture decisions; and vii. architecture dependencies. 	The Customer	Closed
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that REM IMS meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and 	The Customer	Closed

		functional requirements for the different products.		
4.	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems in the Customer Environment. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each interface.</p>	The Customer	Closed
6.	Project Communications Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and 	The Customer	Closed

		c) in what format and why they are necessary.		
7.	Release 1 Data Management Plan	<p>The Release 1 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, with other Customer systems, and effective and efficient system integration of REM IMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 1 Data Technical Analysis Outputs (DTAO)	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <p>1 For each type of reference data and master data used by REM IMS (as appropriate):</p> <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems <p>2 For each type of master or reference data requested by REM IMS from other Customer systems:</p> <ul style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; <p>3 For each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ul style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; 	The Customer	Closed

		<ul style="list-style-type: none"> d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the System, including, at a minimum:</p> <ul style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. releases; ii. system Verification and Validation; iii. system change management; iv. release and deployment management; and v. change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/ function or decommission an old system/process/function. 	The Customer	Closed

10.	Release 1 Technology Implementation Plan (Template)	<p>The Release 1 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase and will provide a detailed plan and schedule of activities to deploy the Solution into the Environment. It must address training, development of, and installation of the REM IMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
11.	Technology Test Strategy	<ul style="list-style-type: none"> a) The Technology Test Strategy refers to the program test framework and includes: b) Introduction – Describing the purpose and objectives of the testing; c) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; d) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; e) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; f) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; g) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); h) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); i) Document revision and history; and j) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build Phase to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p>	The Customer	Closed

		<p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and Deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture and phase approach; ii.organisation change management; and iii.delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the deliverables and respective obligations of the Contractor; the Key Contractor and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Updated Release 1 Product Gap Analysis	<p>The Updated Release 1 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 1) Phase. The Updated Release 1 Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 1 System Test Plan (Draft to be finalised in Release 1 Build)	<ul style="list-style-type: none"> a) The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include: b) test plan identifier; c) references; d) introduction; e) test objectives; f) test items; g) software risk issues; h) features to be tested and traceability; i) features not to be tested and reasons; j) approach including the use of stubs, simulators etc; k) item pass/fail criteria (if different from strategy); 	The Customer	Closed

		<ul style="list-style-type: none"> l) suspension criteria and resumption requirements (if different from strategy); m) test deliverables; n) environmental needs; o) staffing and training needs (if different from strategy); p) responsibilities; q) schedule of tasks and assigned staff; r) planning risks and contingencies; s) approvals; and t) glossary. 		
16.	Updated Release 1 Requirements Traceability Matrix	<p>The Updated Release 1 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and/or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process 	The Customer	Closed

		<p>modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation.</p> <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (Note: refer to assumption related to baseline dimensions):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way 	The Customer	Closed

		<p>and extent that change impacts the methods and tools required to measure performance and sustain change.</p> <p>e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors.</p> <p>f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 1.</p>		
21.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Release 1 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.4.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.5. Release 2 Detailed Design Deliverables

5.5.1. The Contractor is responsible for the following Deliverables with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities).

5.5.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 2) Phase and must accord substantially with the guidance provided in the CSI document titled

'Transformation and Change Requirements v4.1' provided to the Key Contractor during the High Level Solution Design Phase.

- 5.5.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- 5.5.4. The Contractor must, in collaboration with the all relevant Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 2) Phase. The approval of each Deliverable will be the responsibility of the Customer.
- 5.5.5. The Parties acknowledge and agree that the Detailed Design (Release 2) Phase Deliverables marked "Closed" in the table below were received and accepted by the Customer as at the date of Change Request 5.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 2 Architecture Specification	<p>The Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The Release 2 Architecture Specification will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ul style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. <p>Systems architecture:</p> <ul style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. <p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; 	The Customer	Closed

		<ul style="list-style-type: none"> e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 		
3.	Release 2 Functional Specification	<p>The Release 2 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRs) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed
4.	Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 2 Integration Specification	<p>The Release 2 Integration Specification describes the high level integration points between the APIS CIMS and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 2 Integration Specification will</p>	The Customer	Closed

		not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each Interface.		
6.	ROC Technology Vendor Communications Plan for Release 2	The ROC Technology Vendor Communications Plan for Release 2 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. The Project Communications Plan for Release 2 outlines: <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 	The Customer	Closed
7.	Release 2 Data Management Plan	The Release 2 Data Management Plan document defines: <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within APIS CIMS, with other Customer systems, and effective and efficient system integration of APIS CIMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within APIS CIMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 2 Data Technical Analysis Outputs (DTAO)	Release 2 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <ol style="list-style-type: none"> 1. For each type of reference data and master data used by APIS CIMS (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in APIS CIMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether APIS CIMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems; 	The Customer	Closed

		<ol style="list-style-type: none"> 2. For each type of master or reference data requested by APIS CIMS from other Customer systems: <ol style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3. For each type of transactional data flowing between APIS CIMS and another system (in either direction): <ol style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 2 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ol style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ol style="list-style-type: none"> i. releases; ii. system Verification and Validation; iii. system change management; iv. release and deployment management; and v. change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) Verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommission an old system/process/function. 	The Customer	Closed

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10.	Release 2 Technology Implementation Plan (Template)	<p>The Release 2 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the Solution into the Customer Environment. It must address training, development of, and installation of the APIS CIMS into the Customer Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer	Closed
11.	ROC Technology Test Strategy	<p>The ROC Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision and history; and i) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the Project Management Plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p>	The Customer	Closed

		<ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and deliverables; d) solution approach, including: <ul style="list-style-type: none"> i. architecture and phase approach; ii. organisation change management; and iii. delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the Deliverables and respective obligations of the Contractor, the Key Contractors and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Release 2 Product Gap Analysis	<p>The Release 2 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 2) Phase. The Updated Release 2 Product Gap Analysis Deliverable specifies the gaps between Release 2 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	<p>The Release 2 Master Test Plan Draft describes how the testing will be delivered for the Release 2 Test phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; 	The Customer	Closed

		<ul style="list-style-type: none"> m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 		
16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as</p>	The Customer	Closed

		<p>determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 2 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 2)	<p>The Change Impact Analysis will describe the change impact on Release 2 related activities in the following dimensions (Note: updated assumptions section):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f) Organisational Structure; the way and extent that change impacts the 	The Customer	Closed

		<p>structure of business units within the ROC.</p> <p>g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 2.</p>		
21.	Release 2 Training Needs Analysis	<p>The Release 2 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 2 solution. The Release 2 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.5.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.6. Exit Criteria for Detailed Design (Release 1 & Release 2) Phase

5.6.1. The Exit Criteria for each of Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are:

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables for the relevant phase	The Customer has accepted the Detailed Design Deliverables set out in sections 5.4 and 5.5 of this PIPP (as applicable).

5A Interim Detailed Design (Release 3) Phase for DTTS only

5A.1 Overview and purpose of Interim Detailed Design (Release 3) Phase

5A.1.1 The purpose of the Interim Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for the Release 3 for DTTS only (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution).

5A.1.2 The purpose of the full Detailed Design (Release 3) Phase will be to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for Release 3. It is anticipated that the full Detailed Design (Release 3) Phase (i.e. for Release 3 for the entire System) will commence under a Change Request, which the Parties expect to execute in due course.

5A.2 Services under the Interim Detailed Design (Release 3) Phase

5A.2.1 The Contractor must provide:

- a) the Services described in section 5A.4 for DTTS; and
- b) the Deliverables described in section 5A.5.

5A.2.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Detailed Design (Release 3) Phase (as specified in section 5A.4) are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Interim Detailed Design (Release 3) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5A.3 Entry Criteria

5A.3.1 There are no Entry Criteria for the Interim Detailed Design (Release 3) Phase and the phase will commence in parallel to other work being undertaken by the Contractor.

5A.4 Services under Interim Detailed Design (Release 3) Phase

5A.4.1 The Contractor is responsible for the following Services with appropriate input from the DTTS Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
1.	Implement and perform all the Interim Detailed Design (Release 3) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ul style="list-style-type: none"> a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b. ensuring all required Contractor Personnel are present at the meeting(s); c. chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d. developing agenda for socialisation with participants; and e. producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ul style="list-style-type: none"> a. to clarify the Requirements and validate those Requirements; b. to identify any changes to those Requirements; and c. to prepare the documents required as part of the Interim Detailed Design (Release 3) Phase.

#	Description
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Interim Detailed Design (Release 3) Phase.
4.	Develop the Detailed Design Documents for DTTS for Release 3.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a. summarise the key decisions made and Requirements during the Interim Detailed Design (Release 3) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b. confirm that the Detailed Design will meet the Customer's Requirements; and c. confirm that the scope of Release 3 for DTTS to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to Release 3 for DTTS.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Interim Detailed Design (Release 3) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the DTTS Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5A.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5A.5 of this PIPP and as otherwise directed by the Customer.

5A.5 Interim Detailed Design (Release 3) Phase Deliverables

5A.5.1 For the Interim Detailed Design (Release 3) Phase, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities and responsibilities).

5A.5.2 During the Interim Detailed Design (Release 3) Phase, the Contractor will commence the production of the following Deliverables in respect of DTTS only. It is anticipated that the Contractor will complete the production of the full suite of Deliverables for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to a Change Request which the parties expect to execute in due course.

5A.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description	Status
Technology Deliverables			
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Key Contractors and Contractor during the Detailed Design (Release 3) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	Closed
2.	Release 3 Architecture Specification	The Release 3 Architecture Specification must describe the Release 3 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.	Closed

3.	Release 3 Functional Specification	The Release 3 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.	Closed
4	Release 3 Non-Functional Design	The Release 3 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 3) Phase.	Closed
5.	Release 3 Integration Specification	The Release 3 Integration Specification describes the high level integration points between COTS product and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.	Closed
6.	ROC Technology Vendor Communication Plan	The Project Communications Plan for Release 3 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.	Closed
7.	Release 3 Data Management Plan	The Release 3 Data Management Plan document defines: <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within the Applications, with other Customer systems, and effective and efficient system integration of the Applications with other systems in the Customer Environment; and b. a high-level approach to management of all data within the Applications which aligns with the approach outlined in the SAD. 	Closed
8.	Release 3 Data Technical Analysis Outputs	Release 3 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a. Data Requirement Classifications (Master Data, Migration Data, BI data); b. Data Migration Requirements and Rules; and c. Data quality definition (at data attribute levels). d. for each type of reference data and Master Data used by the Applications (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in the Applications; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer 	Closed

		<p>source from which the data may be obtained;</p> <p>d) whether the Applications can play the role of DMA source for that data;</p> <p>e) the volatility of that data; and</p> <p>f) data translations (if any) required to integrate with existing Customer systems</p>	
9.	Updated Technology Implementation Strategy	The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 3 program agreed between the Parties.	Closed
10.	Release 3 Technology Implementation Plan (Template)	The Release 3 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 3.	Closed
11.	Updated ROC Technology Test Strategy	<p>The Technology Test Strategy refers to the program test framework and includes:</p> <p>a. Introduction – Describing the purpose and objectives of the testing;</p> <p>b. Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints;</p> <p>c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases;</p> <p>d. Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management;</p> <p>e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria;</p> <p>f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations);</p> <p>g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required);</p> <p>h. Document revision and history; and</p> <p>i. Approvals.</p>	Closed
12.	Updated Project Management Plan	The Updated Project Management Plan (UPMP) shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release	Closed

		3) Phase.	
13.	RACI	The RACI must detail the deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	Closed
14.	Release 3 Product Gap Analysis	The Updated Release 3 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor /Key Contractors (as applicable) during the Detailed Design (Release 3) Phase.	Closed
15.	Release 3 Master Test Plan Draft	The Release 3 Master Test Plan describes how the testing will be delivered for the Release 3 System Test phase.	Closed
16.	Requirements Traceability Matrix updated for Release 3	The Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.	Closed
17.	Technology Environment Management Strategy	The Technology Environment Management Strategy details the process for managing end to end environments.	Closed
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the Key Contractors.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p>	Closed

		<p>a. future state levels 2-4 process flows;</p> <p>b. validation of processes against real life scenarios</p> <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>	
19.	Draft recommended ROC organisational structure	The draft recommended ROC organisation structure must conform to best practice.	Closed
20.	Change Impact Analysis (Release 3)	The Change Impact Analysis will describe the change impact on Release 3 related activities.	Closed
21.	Release 3 Training Needs Analysis	The Release 3 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 3 solution.	Closed

5A.6 Exit Criteria (Release 3)

5A.6.1 There are no Exit Criteria specifically for Interim Detailed Design (Release 3) Phase as work on the Deliverables will continue in the full Detailed Design (Release 3) Phase if required. Customer in its sole discretion may notify Contractor that Detailed Design is complete.

5A.7 Cost of the Detailed Design (Release 3) Phase

5A.7.1 The Customer and the Contractor acknowledge and agree:

- a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had previously not been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) if required, the Parties will negotiate in good faith to agree the cost of the full Detailed Design (Release 3) Phase (less any amount payable for Interim Detailed Design (Release 3) Phase) pursuant to a Change Request.

5B Detailed Design (R1-T2) Phase

5B.1 Overview and purpose of Detailed Design (R1-T2) Phase

5B.1.1 The purpose of the Detailed Design (R1-T2) Phase is to develop the Detailed Design Documents for R1-T2 and confirming that the Detailed Design meets all of the Requirements in order to meet the business needs and align with REM 2017.R2.

5B.1.2 From the commencement of the Detailed Design (R1-T2) Phase, the Contractor will develop a set of Build Specification Deliverables based on the SAD and DTBRS.

5B.1.3 The Build Specification Deliverables must be developed as a priority to enable the build phase for R1-T2 to commence in parallel to the end of the Detailed Design (R1-T2) Phase. The remaining Detailed Design Deliverables and Updated Requirements will be informed by the approved Build Specification. All remaining Detailed Design Deliverables as defined in section 5B.5 will be completed in parallel to the timeframe for the build phase for R1-T2 as defined in the updated Appendix C - Project Schedule.

5B.1.4 For clarity, all Deliverables produced by the Contractor during the Detailed Design (R1-T2) Phase will relate to Release 1 Tranche 2.

5B.1.5 The Customer:

- a) is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design;
- b) will approve the Build Specifications deliverables that are supplied by the Contractor and Key Contractor; and
- c) will approve the Detailed Design Deliverables that are supplied by the Contractor and Key Contractor.

5B.2 Services under the Detailed Design (R1-T2) Phase

5B.2.1 The Contractor must provide:

- a) the Services described in section 5B.4 for Detailed Design (R1-T2) Phase; and
- b) the Deliverables described in section 5B.5.

5B.2.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Detailed Design (R1-T2) Phase (as specified in section 5B.4) are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Detailed Design (R1 -T2) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5B.3 Entry Criteria

5B.3.1 The Entry Criteria for the Detailed Design (R1-T2) Phase are specified in the table below:

#	Criterion	Description
1.	The Key Contractor has entered into an agreement with the Customer relating to the Detailed Design (R1-T2) Phase.	The Key Contractor has entered into an agreement with the Customer for its work on the Detailed Design (R1-T2) Phase and is ready to work with the Contractor on the Contractor's R1-T2 Services and Deliverables set out in this PIPP.

5B.4 Services under Detailed Design (R1-T2) Phase

5B.4.1 The Contractor is responsible for the following Services with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
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#	Description
1.	Implement and perform all the Detailed Design (R1-T2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensuring all required Contractor Personnel are present at the meeting(s); chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ol style="list-style-type: none"> to clarify the Requirements and validate those Requirements; to identify any changes to those Requirements; and to prepare the documents required as part of the Detailed Design (R1-T2) Phase.
4.	Develop the Detailed Design Documents for R1-T2
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Detailed Design (R1-T2) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of R1-T2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to R1-T2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (R1-T2) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5B.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5B.5 of this PIPP and as otherwise directed by the Customer.
10	Preliminary TIBCO Specifications resulting from downstream impact assessment
11	Preliminary Planning for software build, deploy and configure – TIBCO (Interfaces)
12	Preliminary Planning and co-ordination for: the design, build, testing and implementation on all work related to IMS Remediation.
13	Preliminary REM Configuration Analysis
14	Develop Project Management Plan for IMS Remediation

5B.5 Detailed Design (R1-T2) Phase Deliverables

5B.5.1 For R1-T2, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to the RACI in Appendix F for allocation of accountabilities and responsibilities).

5B.5.2 Where a Deliverable is referenced in the table below as being "Updated", the Contractor will update the relevant Release 1 Deliverable.

5B.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description
Build Specification Deliverables		
1.	Updated Architecture Specification	The Updated Architecture Specification document incorporating the information relevant to the requirements for DP1 T2.
2.	Updated Functional Specification	The Updated Functional Specification document incorporating the information relevant to the requirements for R1-T2
3.	Updated Integration Specification	The Updated Integration Specification document incorporating the information relevant to the requirements for R1-T2
Detailed Design Deliverables		
4.	Updated Requirements Traceability Matrix	The Updated Requirements Traceability Matrix incorporating the information relevant to the requirements for R1-T2
5.	Product Gap Analysis	The updated Product GAP Analysis document incorporating the information relevant to the requirements for R1-T2
6.	Updated Interface Design Specification	The Updated Interface Design Specification document incorporating the information relevant to the requirements for R1-T2
7.	Updated Non-Functional Design	The Updated Non-Functional Design incorporating the information relevant to the requirements for DP1 T2
8.	Interface Design Specification per Interface (Draft only, as this will be finalised in the build phase)	The detailed technical specification will describe the details relevant to the build such as: <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.
9.	Updated Data Technical Analysis Outputs	The Updated Non-Functional Data Technical Analysis Outputs incorporating the information relevant to the requirements for DP1 T2.
10.	RACI	The RACI must detail the deliverables and respective obligations of the Contractor, Key Contractors and the Customer.
11.	R1-T2 Master Test Plan Draft	The R1-T2 Master Test Plan Draft describes how the testing will be delivered for the R1-T2 Implementation phases.

5B.6 Exit Criteria (R1-T2)

5B.6.1 The Exit Criteria for the Detailed Design (R1-T2) Phase is:-

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables R1-T2	The Customer has accepted the Detailed Design Deliverables set out in section 5B.5 of this PIPP (as applicable).

5B.7 Cost of the Detailed Design (R1 T2) Phase

The Customer and the Contractor acknowledge and agree that the cost for the Services and Deliverables under the Detailed Design (DP1 T2) Phase had previously not been included in the Contractor’s BAFO Submission for the Implementation & Maintenance Phase.

5C Interim Implementation (Release 1) Phase

5C.1 Overview and purpose of Interim Implementation (Release 1) Phase

5C.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.R1) into the Environment. The Interim Implementation (Release 1) Phase will start on 2 November 2015.

5C.1.2 The Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production.

5C.1.3 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

5C.2 Entry Criteria

5C.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer’s sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

5C.3 Services

5C.3.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 5C.4 and as otherwise directed by the Customer.

5C.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5C.4 Deliverables

5C.4.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver	Status as at the date of CR5
Documentation Deliverables				
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
6.	Updated Release 1 Data Technical Analysis Outputs	Release 1 Data Technical Analysis Outputs must include: <ul style="list-style-type: none"> a) Data Requirement Classifications (Master data, Migration Data, BI data); b) Data Migration Requirements; and c) Data quality rules definition (at data interface levels). 	The Customer	Closed

#	Deliverable	Description	Approver	Status as at the date of CR5
		<p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ol style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of MDM source for that data e) the volatility of that data; f) data translations (if any) required to integrate with existing Customer systems. 2. for each type of master or reference data requested by REM IMS from other Customer systems: <ol style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3. for each type of transactional data flowing between REM IMS and another system (in either direction): <ol style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
7.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
8.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
9.	Deployment & Implementation	Document describing the process, tasks and responsibilities for controlled	The Customer	Closed

#	Deliverable	Description	Approver	Status as at the date of CR5
	Plan	movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.		
Technical Deliverables				
10.	TIBCO Release 1	Planning for TIBCO configuration to deliver REM IMS functionality as well as Legacy - REM IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer	Closed
11.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer	Closed

5C.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5C.4.3 The Contractor acknowledges and agrees:

- a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) without limiting clause 23 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Implementation Phase accordingly.

6. Build Phase (Release 1, Release 2, Release 1 – T2 & IMS Remediation)

6.1. Overview

6.1.1. The Parties acknowledge that the Build Phase for Release 1 commenced under the Interim Implementation (Release 1) Phase. For clarity the scope of the Build Phase (including certain activities undertaken under the Interim Implementation (Release 1) Phase) are detailed in full in this section 6. The Build Phase for Release 2 was incorporated within the scope of this Customer Contract pursuant to Change Request 5. The Parties acknowledge and agree that:

- a) certain Deliverables and Services originally contemplated by the Parties as being comprised within the scope of the Customer Contract, the charges for which were included in the Contractor's BAFO submission of 20 March 2015 ("BAFO"), have been bought forward in whole or in part within the scope of this Customer Contract; and
- b) the BAFO is no longer wholly reflective of the revised scope of the ROC Technology Solution, due to the increased quantity of certain Deliverables and changes to the ROC Technology Solution delivery approach and schedule.

6.1.2. The Build Phase for Release 1 – T2 and IMS Remediation were incorporated within the scope of this Customer Contract pursuant to Change Request 7.

6.1.3. The purpose of the Build Phase is to:

- a) configure the TIBCO middleware to enable integration of the Applications into the Customer Environment;
- b) in collaboration with the Key Contractors, customise the Licensed Software to interface with the TIBCO middleware; and
- c) configure and customise the System to fulfil the requirements specified in the Requirements.

6.1.4. For the Build Phase, Release 1 is planned to Go Live as a part of the Customer’s Enterprise Release Management (ERM) Release 3, scheduled to have a technology only go live on 10 December 2016 (ERM Release 2016.3).

6.1.5. Release 1-T2 is planned to Go Live as part of the Customer’s ERM Release 1, scheduled to have technical Go Live on 11 March 2018 (ERM Release A2018.1).

6.1.6. In addition to the responsibilities set out in section 3 of this PIPP, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

6.1.7. Subject to section 6.1.8, the Contractor must ensure that:

- a) all of the Services and Deliverables that it is obliged to supply and deliver under the Build Phase (as specified in sections 6.3, 6.4, 6.5, 6.6 and 6.7) are supplied, delivered and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor’s Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Build Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

6.1.8. The Parties acknowledge and agree that the Contractor is not obliged to undertake System Implementation Testing (SIT), User Acceptance Testing (UAT), Deployment or Post Implementation Verification (PIV) activities for Release 2 Implementation unless and until the Parties agree and confirm in writing the pricing for those activities.

6.2. Entry Criteria

6.2.1. The Entry Criteria for each of Build Phase (Release 1) and Build Phase (Release 2) are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (R1 – T2) Phase completed to necessary level to start the relevant Build Phase (i.e. Build Phase (Release 1), Build Phase (Release 2), Build Phase (R1-T2) or Build Phase (IMS Remediation)	Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, or Detailed Design (R1-T2) Phase (as applicable) have been supplied. The Customer has performed all Customer responsibilities and supplied all CSI required to be performed or supplied during the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, or Detailed Design (R1-T2) Phase (as applicable).
2.	Technical Documents Approved for the relevant phase.	The Customer has accepted all Deliverables supplied in the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase or Detailed Design (R1-T2) Phase (as applicable) or, in the Customer’s sole and absolute discretion, those Deliverables are at the necessary level to start the relevant Build Phase.

6.3. Build Services

The Contractor must supply the following Services for the Build Phase where there is a related Deliverable:

#	Service	Description
1.	TIBCO Interfaces	Develop TIBCO middleware interfaces to support the integration of the Applications with Existing Systems as defined in the Integration Specification and the Solution Architecture Document.
2.	Integration –TIBCO (Release 1 – T2 and IMS Remediation only)	Configure the TIBCO middleware, other than DTDI and IIMS, to enable integration of the Applications into the Customer Environment
3.	Integration – TIBCO (Release 1 – T2 and IMS Remediation only)	In collaboration with the Key Contractors, update the Licensed Software to interface with the TIBCO middleware
4.	Integration TIBCO (Release 1 – T2 and IMS Remediation only)	Update TIBCO middleware interfaces to support the integration of the Applications with the Customer Environment as defined in the Integration Specification and the Solution Architecture Document.
5.	Integration – Voice Communications System (VCS) enablement	Configure the application to enable the direct integration with the Voice Communication System
6.	Integration – 2 Way Communication	Configure the application to enable the direct integration with Telstra SMS Gateway
7.	Updates to Detailed Design Deliverables	The Detailed Design Documents that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and Detailed Design Phase.
8.	Security Reporting Extract (IMS Remediation only)	Configure the application and or the environment to allow for the delivery, testing and deployment of the existing security report extract from the database to another server (i.e. single hop) utilising SFTP Update the extract to address as a minimum two enhancements transpose columns to rows and change report period from 7 to 31 days. Enhancements will be time-boxed up until IMS Remediation is ready for system test Alignment to any configuration changes
9.	HF & Assurance (R1 – T2 and IMS Remediation only)	Participate in Human Factors and safety assurance workshops

6.4. Build Phase (Release 1) Deliverables

6.4.1. Updates to Detailed Design Deliverables

Ajilon Implementation PIPP (CR8)

The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

6.4.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 1). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver	Status as at the date of CR7
Technology Deliverables				
1.	Updated High Level Solution Design	The updated High Level Solution Design will reflect the design of the System developed during the Build Phase.	The Customer	Closed
2.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer	Closed

3.	Updated Release 1 Architecture Specification	<p>The Updated Release 1 Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer	Closed
4.	Updated Release 1 Functional Specification	<p>The Updated Release 1 Functional Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1), incorporating REM and REM Mobile. It defines the system's required capabilities, appearance and interaction with users. The Updated Release 1 Functional Specification will be used to validate that the solution for Release 1 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed

5.	Updated Release 1 Non-Functional Design	<p>The updated Release 1 Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must be updated to reflect any findings by the Contractor during the Build Phase (Release 1).</p> <p>The Updated Release 1 Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
6.	Updated Release 1 Integration Specification	<p>The updated Release 1 Integration Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (Release 1).</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 1) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer	Closed

7.	Updated Project Communications Plan for Release 1	The updated Project Communications Plan for Release 1 will reflect lessons learnt during Release 1, as well as revision in the approach to project communications agreed between the Parties during the Build Phase (Release 1).	The Customer	Closed
8.	Updated Release 1 Data Management Plan	The updated Release 1 Data Management Plan will reflect the design of the “as built” System developed during the Build Phase (Release 1).	The Customer	Closed
9.	Updated Release 1 Data Technical Analysis Outputs (DTAO)	The updated Release 1 Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (Release 1).	The Customer	Closed
10.	Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The updated Technology Implementation Strategy will reflect the approach agreed between the Customer, Contractor and Key Contractor to implement REM IMS for Release 1. The document updated during the Build Phase (Release 1) must be updated to reflect the final agreed approach to implement the ROC Release 1 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. Releases; ii. System verification and validation; iii. System change management; iv. Release & deployment management; and v. Change implementation; c) summary of impacted system components; d) preliminary requirements for ‘Go-Live’; e) implementation plan (start criteria, phases, timelines and critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer	Closed

11.	Updated Release 1 Technology Implementation Plan	<p>The Updated Release 1 Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase (Release 1) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
12.	Updated Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The Updated Technology Test Strategy will reflect the approach agreed between the Customer, Key Contractor and Contractor to implement REM IMS for Release 1 and the program test framework. The Updated Technology Test Strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability. assumptions, test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; release acceptance; acceptance criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document Revision & History; and i) Approvals. 	The Customer	Closed

13.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (Release 1).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and <ul style="list-style-type: none"> iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer	Closed
14.	Updated RACI	<p>The updated RACI shall reflect additional Services and Deliverables identified for Release 1. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.</p>	The Customer	Closed

15.	Updated Release 1 Product Gap Analysis	<p>The updated Release 1 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 1).</p> <p>The Release 1 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Release 1 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 1 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in Release 1 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer	Closed
16.	Updated Release 1 System Test Plan (which may become renamed as ‘Release 1 Master Test Plan’)	<p>The updated Release 1 System Test Plan describes how the testing will be delivered for the Release 1 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer	Closed

17.	Updated Release 1 Requirements Traceability Matrix	<p>The updated Release 1 Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (Release 1). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 1 Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
18.	Updated Technology Environment Management Strategy	<p>The updated Technology Environment Management Strategy will reflect the lessons learnt during Release 1, as well as any revision in the approach to environment management agreed between the Parties during the Build Phase.</p> <p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) Managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed

6.5. Build Phase (Release 2) Deliverables

- 6.5.1. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver	Status as at the date of CR5
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1.	Updated ROC Technology Vendor Communications Plan	The Updated ROC Technology Vendor Communications Plan will reflect lessons learnt during Release 2, as well as revision in the approach to Project communications agreed between the Parties during the Build Phase (Release 2).	The Customer	Closed
2.	Updated Project Management Plan (UPMP)	<p>The Project Management Plan developed during the Detailed Design Phase may (if required) be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document should include any changes to the project management approach taken during the Detailed Design (Release 2) Phase.</p> <p>The Updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) Project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer	Closed
3.	Updated RACI	The Updated RACI details the Deliverables and respective obligations of the Contractor, the Key Contractor and the Customer.	The Customer	Closed

4.	Updated Release 2 Master Test Plan	<p>The Updated Release 2 Master Test Plan describes how the testing will be delivered for the Release 2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer	Closed
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For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Deliverable	Description	Approver
1.	Interface Design Specification - one per Interface	<p>This detailed technical specification will describe the details relevant to the build such as:</p> <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	N/A

2.	Updated Release 2 Architecture Specification	<p>The Updated Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	N/A
3.	Updated Release 2 Functional Specification	<p>The Release 2 Functional Specification developed during the Detailed Design (Release 2) Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the solution for Release 2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	N/A

4.	Updated Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>The Updated Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	N/A
5.	Updated Release 2 Integration Specification	<p>The Release 2 Integration Specification developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document describes the high level integration points between the APIS CIMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications.</p> <p>The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 2) will describe the relevant Acceptance Criteria for each interface.</p>	N/A
6.	Updated Release 2 Data Management Plan	<p>The Updated Release 2 Data Management Plan will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p>	N/A
7.	Updated Release 2 Data Technical Analysis Outputs (DTAO)	<p>The Updated Data Technical Analysis Output (DTAO) will reflect the “as built” system as defined during the Build Phase (Release 2).</p>	N/A

8.	<p>Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The Implementation Strategy document developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document must reflect the final agreed approach to implement the ROC Release 2 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) Personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i.releases; ii.system verification and validation; iii.system change management; iv.release & deployment management; and v.change implementation. c) summary of impacted system components; d) preliminary requirements for 'go-live'; e) implementation plan (start criteria, phases, timelines, critical path milestones; f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	N/A
9.	<p>Updated Release 2 Technology Implementation Plan</p>	<p>The Updated Release 2 Technology Implementation Plan will be developed and agreed by the Parties based on the Draft Technology Implementation Plan developed during Detailed Design (Release 2) Phase. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the system into the relevant environment. It must address training, development of, and installation of the APIS CIMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	N/A

10.	<p>Updated ROC Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The ROC Technology Test Strategy developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document is the program test framework aligned for Release 2 and subsequent ROC releases. The test strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability, assumptions, test risks and constraints; c) Approach – How will the testing be carried out: approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release acceptance; Acceptance Criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision & history; and i) Approvals. 	N/A
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11.	Updated Release 2 Product Gap Analysis	<p>The Updated Release 2 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p> <p>The Release 2 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 2 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the CIMS in Release 2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	N/A
12.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the Requirements.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	N/A
13.	Updated Technology Environment Management Strategy	<p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) Booking and reserving test systems; b) Tracking environment changes; c) Managing environment contention; d) Code/Defect management (code promotion processes); e) Environment scheduling; f) Configuration tracking; g) Data Management (extracts, transforms loads); and h) Managing interdependent projects. 	N/A

6.6. Build Phase (R1-T2) Deliverables

6.6.1. Updates to Detailed Design Deliverables

- a) The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build (R1 – T2) Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (R1 – T2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: <ol style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	The Customer
2.	Updated Architecture Specification	The Updated Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It must describe the R1 – T2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> h) rationale; i) architecture risks; j) architecture issues; k) architecture constraints; l) architecture assumptions; m) architecture decisions; and n) architecture dependencies. 	The Customer

3.	Updated Functional Specification	<p>The Updated Functional Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2) incorporating REM. It defines the system’s required capabilities, appearance and interaction with users. The Updated Functional Specification will be used to validate that the solution for R1 – T2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4.	Updated Non-Functional Design	<p>The updated Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It must be updated to reflect any findings by the Contractor during the Build Phase (R1 – T2).</p> <p>The Updated Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer

5.	Updated Integration Specification	<p>The updated Integration Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (R1 – T2).</p> <p>The following subjects are included in the Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (R1 – T2) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated Data Technical Analysis Outputs (DTAO)	The updated Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (R1 – T2).	The Customer
7.	Master Test Objective Matrix	MTOM demonstrates that all requirements have been covered by a test phase	The Customer
8.	Updated Technology Implementation Plan	<p>The Updated Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for R1 – T2.</p> <p>The final version of the Technology Implementation Plan will be developed during the Build Phase (R1 – T2) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for R1 – T2.</p>	The Customer

9.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (R1 – T2).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
10.	RACI	The updated RACI shall reflect additional Services and Deliverables identified for R1 – T2. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer
11.	Updated Product Gap Analysis	<p>The updated Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (R1 – T2).</p> <p>The Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the R1 – T2 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in R1 – T2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer

12.	Updated Master Test Plan	<p>The updated System Test Plan describes how the testing will be delivered for the R1 – T2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer
13.	Updated Requirements Traceability Matrix	<p>The updated Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Requirements Traceability Matrix updated for R1 – T2 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
14.	Updated TIBCO Interface Design Specification	The Updated Interface Design Specification document incorporating the information relevant to the build	The Customer
15.	Handover to Support Plan	Handover to Support Plan will be updated with the relevant details of the build	The Customer
16.	Release Implementation Review Report	<p>The Release Implementation Review Report is a document outlining:</p> <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) Follow-up actions. 	The Customer

6.7. Build Phase (IMS Remediation) Deliverables

6.7.1. The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build (IMS Remediation) Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

6.7.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (IMS Remediation). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Interface Design Specification per Interface (If required)	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer
2.	Updated Architecture Specification (if required)	The Updated Release 1 Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It must describe the IMS Remediation solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: 1. Introduction: a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: j) high level conceptual overview; k) level 2 business processes; l) application usage view; m) system integration view; n) application structure view; o) information architecture (including reference data requirements); p) infrastructure usage view; q) implementation and deployment view; and r) manual integration. 3. Rationale and justification for detailed design architectural approach: a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies.	The Customer

3.	Updated Functional Specification (if required)	<p>The Updated Functional Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation), incorporating REM. It defines the system's required capabilities, appearance and interaction with users. The Updated Functional Specification will be used to validate that the solution for IMS Remediation meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4.	Updated Non-Functional Design (If Required)	<p>The updated Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It must be updated to reflect any findings by the Contractor during the Build Phase (IMS Remediation).</p> <p>The Updated Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer

5.	Updated Integration Specification (if required)	<p>The updated Integration Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (IMS Remediation).</p> <p>The following subjects are included in the Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (IMS Remediation) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated Data Technical Analysis Outputs (DTAO) (If Required)	The updated Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (IMS Remediation).	The Customer
7.	Updated Master Test Objective Matrix	MTOM demonstrates that all requirements have been covered by a test phase	The Customer
8.	Updated Technology Implementation Plan	<p>The Updated Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for IMS Remediation.</p> <p>The final version of the Technology Implementation Plan will be developed during the Build Phase (IMS Remediation) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer

9.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (IMS Remediation).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
10.	Updated RACI	The updated RACI shall reflect additional Services and Deliverables identified for IMS Remediation. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer
11.	Updated System Test Plan (which may become renamed as 'IMS Remediation Master Test Plan')	<p>The updated System Test Plan describes how the testing will be delivered for the IMS Remediation Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

12.	Updated Requirements Traceability Matrix (If required)	<p>The updated Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). The Requirements Traceability Matrix for IMS Remediation shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Requirements Traceability Matrix updated for IMS Remediation must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
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6.8. Exit Criteria

The Exit Criteria for each of the Build Phase (Release 1), Build Phase (Release 2), Build Phase (R1-T2) and Build Phase (IMS Remediation) are, as indicated:

#	Criteria	Description	Related Release
1.	Environment	For each environment type (as described in the TEMS), the Customer has provisioned and set up the necessary environment to enable the relevant tests to commence.	Release 1 Release 1 - T2 and IMS Remediation only
2.	Licensed Software	The relevant Key Contractor has delivered the Licensed Software to the Customer accompanied by the Test Summary Report.	Release 1 Release 1 - T2 and IMS Remediation only
3.	COTS installation	The Key Contractor has installed the Licensed Software in the relevant Customer Environment for SAT (as described in the TEMS).	Release 1 Release 1 - T2 and IMS Remediation only
4.	Testing Criteria	The Parties have developed the testing plans and criteria relevant for the Test Phase.	Release 1 Release 2 Release 1 - T2 and IMS Remediation
5.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Build Phase and, to the extent that it is responsible, the Data Management Phase.	Release 1 Release 2 Release 1 - T2 and IMS Remediation
6.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.	Release 1 Release 1 - T2 and IMS Remediation only
7.	Data Base	The relevant Key Contractor has populated the Database with sufficient data to enable testing to commence (as	Release 1 Release 1 - T2 and

#	Criteria	Description	Related Release
		determined by the Technology Test Strategy).	IMS Remediation only

7. Data Management Phase (Release 1, Release 2)

7.1. Overview

7.1.1. The Parties acknowledge the importance of accurate and properly configured data to ensure the system for each Release achieves full functionality and performance. To give effect to this requirement the Contractor shall provide all reasonable assistance to enable the Key Contractors and Customer to undertake the following activities.

7.1.2. The purpose of the Data Management Phase is to:

- a) identify data elements and screen display elements for each Release, taking into account any pre-requisite data imports; and
- b) configure the Applications to fulfil the requirements specified in the Requirements.

7.1.3. In addition to section 3.1, the Customer is responsible for confirming the “sources of truth” for each of the data elements required for the system.

7.1.4. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed; and
- b) all Deliverables that it is obliged to supply are supplied and are approved by the Customer (or its nominee) on or before the relevant date(s) specified in the Project Schedule.

7.1.5. The Release 1 Data Management Phase services run concurrent to the Build Phase (Release 1) and commenced during the Interim Implementation (Release 1) Phase of this Customer Contract under Module 7 on a time and materials basis.

- a) A full description of all work to be undertaken in respect of the Data Management Phase is set out in the Module 7 Order Form (including in the statements of work attached to that Module 7);
- b) ROC R1 Data Profiling Activity – Proposal for the Customer version 5.0 dated 19 January 2016 (Data Profiling SOW); and ROC REM Data Configuration Stage –
- c) Proposal for Sydney Trains version 3.0 dated 29 January 2016 (Data Configuration SOW),

the “Data SOWs”.

7.1.6. The Contractor must undertake and complete all Services and Deliverables set out in the Data SOWs as described in the Module 7 Order Form, in conjunction with the Key Contractor and the Customer.

7.1.7. Additional data analysis may be required for Release 2.

7.2. Entry Criteria

7.2.1. The Entry Criteria for the Data Management Phase are specified in the table below. In relation to Release 1 Data Management Phase, as at the date of Change Request 5, these Entry Criteria have been satisfied.

#	Criterion	Description
1.	Data Profiling	a) The Customer has established the data profiling team consisting of the Customer’s and Contractor’s personnel to identify sources of data within the Customer Environment to enable IMS to achieve the Requirements (Data Profiling Team); and b) To the extent practicable, the Customer’s data repositories have been identified by the Customer and access granted to the Data Profiling Team.
2.	Configuration Requirements	The Customer has established a data configuration team consisting of the Customer’s, Key Contractor’s and Contractor’s personnel to configure the data compiled by the Data Profiling Team in order to ensure the data is in a format compatible with REM IMS to commence the configuration (Data Configuration Team).

7.3. Release 1 Data Management Phase Services

7.3.1. Release 1 Data Management Services

As described in the Module 7 Order Form (including the Data SOWs).

7.4. Release 2 Data Management Phase Services

7.4.1. Release 2 Data Management Services

There are currently no Release 2 Data Management Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Services for Release 2 on a time and materials basis under Module 7.

7.4.2. Release 2 Data Profiling Services

There are currently no Release 2 Data Profiling Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Services for Release 2 on a time and materials basis under Module 7.

7.4.3. Release 2 Data Configuration Services

There are currently no Release 2 Data Configuration Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Services for Release 2 on a time and materials basis under Module 7.

7.5. Release 1 Data Management Phase Deliverables

7.5.1. Release 1 Data Management Phase Deliverables

As described in the Module 7 Order Form (including the Data SOWs).

7.6. Exit Criteria

7.6.1. Exit Criteria for the Data Management Phase of each Release are specified in the table below. In relation to Release 1 and Release 2 Data Management Phase, as at the date of Change Request 5, these Exit Criteria have been satisfied:

#	Criterion	Description
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1.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Data Management Phase.
2.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.
3.	Database	The Contractor has populated the database with sufficient data to enable testing to commence.

8. Testing Phase (Release 1, Release 2, Release 1 – T2 and IMS Remediation)

8.1. Overview

The Parties acknowledge the importance of Testing to ensure the System achieves full functionality and performance.

8.1.1. The purpose of the Testing Phase is to validate each Release to ensure the Requirements have been satisfied and that the solution for each Release is ready for release to the Customer and use on the Customer’s network.

8.1.2. In addition to section 3.1, the Customer is responsible for governance activities for all Testing related to each Release, including:

- a) management of third party suppliers (other than the Key Contractors);
- b) dispute resolution; and
- c) liaison with the test teams from other Customer programs/projects (as required).

8.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Testing Phase are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables;
- c) the Contractor witnesses that the Licensed Software has been successfully tested in the Customer’s relevant environment for SAT;
- d) it provides appropriately skilled resources to assist the Customer during all other Test Phases contemplated in this section 8; and
- e) all Deliverables that it is obliged to supply under the Testing Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

8.2. Entry Criteria

The Entry Criteria for each testing phase within the Testing Phase is specified in the table below (each a **Test Phase**).

#	Criterion	Description
1.	Acceptance of Detailed Design	The Detailed Design Documents have been completed and a Detailed Design Phase Deliverables have been accepted by the Customer.
2.	Relevant environment is ready for testing	Acknowledgement by the relevant Key Contractor regarding the installation, configuration and data preparation of the relevant environment.
3.	Development of agreed criteria	a) Artefacts on which test planning and preparation are dependent upon have been approved, e.g. Requirements and Detailed Design

	<p>for Testing Phase to commence</p>	<p>Documents;</p> <ul style="list-style-type: none"> b) Test planning and preparation artefacts have been approved and/or accepted by the Customer, e.g. Test Strategy, relevant DTP, relevant TOM, relevant test cases/scripts; c) Approved test cases have been loaded into the test management tool and testers have been granted the required level of access to the test management tool (HP ALM); d) Formal defect management and reporting process is established; e) Availability of Contractor, Customer and Key Contractor resources (as applicable) required to execute testing has been confirmed; f) Availability of Contractor and Key Contractor resources required to analyse and resolve Defects has been confirmed; g) Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known Defects and workarounds; h) Correct version(s) of deployment package(s) have been deployed to the test environment(s); i) Test environments are available and in a fit state as confirmed by shakedown testing; j) Correct test environment access and credentials have been granted to testers; k) the Parties agree that test data of sufficient quality, quantity and diversity to enable testing is available (as required by the Technology Test Strategy); and l) Previous Testing Phase exit criteria have been met and where applicable the Test Summary Report (TSR) has been reviewed and approved by the Customer.
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8.3. Testing definitions

The following terms have the following meanings relating to this section 8 (Testing Phase):

Term	Definition
Detailed Test Plan	<p>The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that the System will support the Requirements.</p>
Master Test Plan	<p>The document is an outcome of the planning process ensuring necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for each Release in order to develop an adequate assessment of quality for the ROC Technology Solution for a single production release.</p> <p>It is a plan of how end to end test activities will be delivered for each Release and how these are going to provide objective evidence that the Release 1 or Release 2 solution will support the Requirements.</p>
System Test Plan	<p>The System Test Plan is an outcome of the planning process during the Build Phase. It ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that each Release will support the Customer's Requirements.</p>

Test Cases	A set of input values, execution preconditions, expected results and execution post-conditions, developed for a particular objective or test condition, such as to exercise a particular program path or to verify compliance with a specific requirement. The purpose of the test cases is to state how the testing will be implemented during testing and are based on the Test Objective Matrix (TOM).
Test Management Services	Test management for the in scope technology components and the in scope test phase will include; test scheduling, test planning, test execution management, defect management, test risk and issue management, and test reporting.
Test Objective Matrix (TOM)	The TOM is a table demonstrating proposed test coverage for the relevant Testing Phase. Test objectives state what is to be tested and are derived from the Requirements and will depend on the scope of the Testing Phase.
Test Summary Report (TSR)	The Test Summary Report provides a summary and evaluation of the relevant Testing Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results. In general the Test Summary Report must contain, but is not limited to: <ul style="list-style-type: none"> a) executive summary; b) test coverage results: <ul style="list-style-type: none"> i. tests planned; ii. tests planned and not run; iii. deviations from the plan; and iv. tests executed and results; and c) Defect summary plus impact analysis of open Defects;
Test Execution Support	Provide Test Execution Support.

8.4. Defect Severity Definitions

- 8.4.1. The Defect Severity Definitions are set out in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

8.5. Testing Services

- 8.5.1. The Contractor must supply the following Services as part of the Testing Phase for each Release as set out below where there is a related Deliverable.

Each Test Phase listed below is further described in the ROC Technology Test Strategy.

1. #	Test Phase	Service Description
1.	Unit / System Testing Phase for TIBCO and other interfaces	a) Test Planning; b) Test Execution; and c) Test Reporting.
2.	SAT Test Phase, Key Contractor COTS product	The Contractor will witness the execution of SAT by the relevant Key Contractor.
3.	SIT Test Phase	a) Test Planning; b) Test Execution; and c) Test Reporting.
4.	Load and Performance Test Phase	a) Test Planning; b) Test Execution; and c) Test Reporting.

1. #	Test Phase	Service Description
5.	Operational Acceptance Test Phase (OAT)	Test Execution Support. Note: Prior to the commencement of OAT, it will be confirmed which party will be undertaking the OAT. The Customer's application portfolio development team and possibly Customer hardware vendors may execute the testing.
6.	Security Test Phase (including security and penetration testing)	Test Execution Support. Note: The Customer will manage and execute this Test Phase.
7.	UAT (Project) Test phase	a) Test Planning; b) Test Execution; and c) Test Reporting.
8.	UAT (Business) Test phase (R1-T2 and IMS Remediation only)	a) Test Planning; b) Test Execution; and c) Test Reporting.
9.	Cross Stream Testing (Note: Key Contractor and Contractor input is to be determined as this is a Customer responsibility).	Test Execution Support. These services will be limited to: - Assisting with functional defect triage - Retesting corrected defects in lower level test environments - attending defect management meetings (nominally daily) Note: The Customer will execute the Cross Stream testing, however the Customer can, at its discretion engage the Contractor to provide additional Test Services for Cross Stream Testing under Module 7.
10.	ERM Regression Testing (R1-T2 and IMS Remediation only)	a) Test Planning; and b) Test Reporting.
11.	Defect Management (R1-T2 and IMS Remediation only)	Co-ordinate Defect Management a) daily test status meetings b) test phase gate meetings (entry and exit)
12.	Test Management (R1-T2 and IMS Remediation only)	a) Accountable for the end-to-end Test Management Delivery and responsible for testing the COTs and TIBCO applications b) Input to SOW and engagement process of 3rd party vendors c) working with vendors to ensure pre-requisites to testing are listed and provisioned/enabled d) Co-ordinate and schedule environments with 3rd party vendors, timing and execution. e) Reviewing reports and recommendations f) Supporting 3rd party during testing

8.6. Release 1 Testing Deliverables

8.6.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver	Status as at the date of CR5
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer	Closed
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer	Closed
5.	UAT Test Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test reporting; and c) Test Reporting Summary.	The Customer	Closed
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer	Closed

8.7. Release 2 Testing Deliverables

8.7.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix F for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable;
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver	Status as at the date of CR5
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
2.	SIT Test Phase	a) Detailed Test Plan;	The Customer	Closed

8.7.2. For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Test Phase	Deliverable Description	Approver
1.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	N/A
2.	SIT Test Phase	a) Not used; b) Test Objective Matrix; c) Test cases; d) Test Reporting; and e) Test Summary Report.	N/A
3.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	N/A
4.	User Acceptance Testing Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	N/A
5.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Summary Report.	N/A
6.	Operational Acceptance Training (OAT)	a) Test Summary Report.	N/A

8.8. Release 1-T2 Testing Deliverables

8.8.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1-T2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer
5.	UAT Test Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Reporting Summary.	The Customer
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer
8.	Security Testing	Test Recommendation Report The Test Recommendation Report provides the SI assessment of the security testing results and relevant recommendation that may be required to act upon and needed to be implemented by the Customer.	The Customer

8.9. IMS Remediation Testing Deliverables

8.9.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for IMS Remediation (R1-T2 - Release 2A). The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
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1.	System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
2.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
3.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer

8.10. Exit Criteria

The Exit Criteria for each Test Phase is set out below:

Criteria	Description
Test Cases	All test cases have been executed for the relevant Test Phase and the outcome recorded in the Customer's test management tool (HP ALM). An explanation has been provided to the Customer for any test case which has not been executed by the Contractor.
Recording Defects	All Defects identified during the relevant Test Phase have been recorded in the Customer's defect management tool (HP ALM) and are available for review.
Severity 1 / Severity 2 Defects	No Severity 1 or Severity 2 Defects outstanding.
Severity 3 / Severity 4 Defects	An agreed action plan is in place to address outstanding Severity 3 and Severity 4 Defects, including target resolution time frame.
Defect Acceptance	The number of outstanding Severity 3 and Severity 4 Defects and the cumulative impact of these Defects on the relevant Application must be accepted by the Customer. If any Exit Criteria have not been met, the Test Phase will continue until all Exit Criteria have been met. Once all Exit Criteria for the relevant Test Phase have been met, the Contractor must produce a TSR to demonstrate the outcome of the Test Phase.
Defect Deviation	Any deviation from the agreed Exit Criteria for the relevant Test Phase must be approved by the Customer.

9. Release and Deployment Phase (Release 1, Release 2 & Release 1 – T2)

9.1. Overview

Release and Deployment encompasses the Services required to confirm the production and operations readiness of the solution for each Release to ensure secure, controlled deployment of the Releases to the relevant Customer Environment (as defined in the TEMS).

- 9.1.1. Prior to execution of CR7 the parties decided to consolidate the Services and Deliverables related to the Release and Deployment of IMS Remediation in to the Release and Deployment (Release 1-T2) phase.

For the avoidance of doubt all Release and Deployment (Release 1-T2) Services and Deliverables incorporate R1-T2 and IMS Remediation functionality and should be read as incorporating both R1-T2 and IMS Remediation.

- 9.1.2. The objectives for these Services are that:

- a) the system is deployed into the relevant test or production environment;
- b) deployments into the relevant Customer environments are managed so that any disruption to the environments that can be avoided is avoided, or where avoidance is not possible, kept to a minimum;
- c) deployments are managed in accordance with the Customer's Enterprise Release Framework and Change Management process; and
- d) all aspects of a Release, both technical and non-technical, are considered together through taking a holistic analysis of the Release.

- 9.1.3. The Customer is responsible for:

- a) liaising with the Customer's Enterprise Release Management team in respect of each Release and obtaining approval to deploy as part of the relevant ERM Release; and
- b) installation and deployment the relevant Release to the relevant Customer Environment (as defined in the TEMS).

- 9.1.4. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed;
- b) all Deliverables that it is obliged to supply are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule;
- c) comply with the Customer's Enterprise Release Management Framework;
- d) work with the Customer to suggest improvements to the Customer's enterprise Release Management Framework and the Key Contractors delivery of Releases;
- e) provide all relevant items relating to the relevant Release for review and approval as required by the Customer's Enterprise Release Management Framework, including testing plans and associated entry and exit criteria for those tests;
- f) gain authorisation from the ROC Program for each Release prior to its implementation;
- g) provide all necessary data to enable the Customer to maintain a definitive media library for the integration services;
- h) provide the release package data to the Customer to enable management of the approved release libraries;
- i) coordinate the resolution of integration related issues for each Release with Key Contractors; and
- j) provide all reasonable assistance to the Customer to deploy all Releases, including back-outs if required.

9.2. Entry Criteria

9.2.1. The Entry Criteria for each of the Deployment Phase are specified in the table below:

#	Criteria	Description
1.	Licensed Software	The Licensed Software has been received by the Customer from the relevant Key Contractor.
2.	Documentation	The Key Contractor has provided details of the software and hardware configurations required to enable the Application to be tested in the relevant environments (as described in the TEMS).
3.	Environments	The Customer has set up the following environments in accordance with the Non Functional Specification and as described in the TEMS: <ul style="list-style-type: none"> a) Development; b) System Test; c) SIT; d) UAT; e) Pre-PROD; f) PROD; g) Training; and h) Disaster Recovery.

9.3. Release and Deployment Services

The Contractor will perform the Services described in the table below in respect of each Release :

#	Service	Description
1.	Handover to support Planning	Transition planning for handover to support to enable each Release to be deployed to the relevant Customer Environment (as defined in the TEMS) and confirms the ongoing post-implementation operability of the Release in the relevant Customer Environment (as defined in the TEMS).
2.	Release Implementation Planning	Planning for the activities related to release implementation and deployment to the relevant Customer Environment (as defined in the TEMS). This includes the packaging and delivery of Licensed Software for the relevant Release, as well as all the planning, scheduling and implementation activities to ensure that a Release can be implemented with the minimum negative effect on the relevant Customer Environment (as defined in the TEMS).
3.	Deployment Support	Support of the Customer in the deployment of each Release to the relevant Customer Environment (as defined in the TEMS).
4.	Technical Change Management	Deployment Change Management (via USD) <ul style="list-style-type: none"> - support raising and completion of required change requests (USD tickets) - support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified - maintain an 'Environment Map' detailing versions of software in each environment.

9.4. Release and Deployment (Release 1) Deliverables

9.4.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver	Status as at the date of CR5
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer	Closed
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) follow-up actions. 	The Customer	Closed

9.5. Release and Deployment (Release 2) Deliverables

9.5.1. Pursuant to Change Request 5, there are no Release and Deployment (Release 2) Deliverables.

9.5.2. For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) APIS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	N/A

#	Deliverable	Description	Approver
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: a) the issues that occurred during the deployment of Release 2; b) lessons learnt; and c) follow-up actions	N/A

9.6. Release and Deployment (Release 1-T2) Deliverables

9.6.1. The Contractor shall provide the following Deliverables:

- a) (As per clause 9.1.1, the below Deliverables incorporate R1-T2 and IMS Remediation functionality and should be read as incorporating both R1-T2 and IMS Remediation.)

#	Deliverable	Description	Approver
1.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: a) the issues that occurred during the deployment of R1 – T2 including IMS Remediation; b) lessons learnt; and c) follow-up actions.	The Customer
2.	Handover to Support Plan	The Handover to Support Plan is a document outlining: a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s); ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to BAU Maintenance.	The Customer

9.7. Exit Criteria

The Exit Criteria for each Release and Deployment Phase are as follows:

Criteria	Description
Deployment of Relevant Release	Technology Go Live for the Relevant Release has been achieved.

Post Implementation Verification Report	The Release Implementation Review Report has been provided to the Customer by the Contractor.
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10. Program Maintenance (Release 1 & Release 2)

10.1. Overview

- 10.1.1. Program Maintenance for Release 1 & (if required) Release 2 commences on Technology Go-Live for Release 1 and Release 2 and continues until Maintenance and Support commences.
- 10.1.2. The Customer's requirements for Program Maintenance for Release 1 are included in Module 5 Order Form and the SLA and the price for Program Maintenance for Release 1 is set out in section 17.
- 10.1.3. As at the time of executing Change Request 5, the Customer's requirements for Program Maintenance for Release 1 – Tranche 2 and Release 2 have yet to be determined.

11. Transition to Maintenance and Support Services

11.1. Overview

- 11.1.1. To the extent applicable and advised by Customer transition to Maintenance and Support is expected to happen at Technology Go-Live for each release.
- 11.1.2. Transition to Maintenance and Support completes the scope of the Build Phase of the System.
- 11.1.3. As at the Commencement Date, the Customer's requirements for Maintenance and Support services have yet to be determined.
- 11.1.4. The Maintenance and Support services (if required) shall be negotiated between the Parties during the Build Phase.

12. Training

Not used.

13. Environments (Release 1 & Release 2)

13.1. Overview

- 13.1.1. The purpose of the Environments (that is, the relevant Customer Environments as set out in the TEMS) management activities is to coordinate the provisioning of the Customer Environment detailed below, including: operating systems, software, user access and firewall rules.
- 13.1.2. The Customer is responsible for:

- a) the provisioning of the environments detailed below, including: operating systems, software, user access and firewall rules;
- b) setting up the environments based on the requirements provided by the Key Contractors in conjunction with the Contractor in accordance with the TEMS; and
- c) providing all necessary access to the Customer's third party vendors hosting the environments, as well as Customer Personnel based in Burwood.

13.1.3. The Contractor shall:

- a) in conjunction with the Key Contractors, provide the specification for the environments to ensure testing can occur and that each Release meets its Requirements;
- b) validate that the Requirements are met;
- c) coordinate access to the environments for Key Contractors and any third party suppliers (if required); and
- d) liaising with the Customer and identifying any issues, such as contention and performance of the environments.

14. Acceptance, Change Request and Assumptions

14.1. Acceptance

14.1.1. The Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

- a) The Contractor must liaise with the Customer and Key Contractors (as required) to ensure that all Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

14.1.2. The deliverables to be provided by the Key Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted.

14.1.3. Deliverables will be reviewed by the Customer (or the Contractor acting as the Customer's nominee). Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail and accords with the Additional Conditions, the Contractor will request the Customer's endorsement of that Deliverable. This endorsement will assist the System Integrator in finalising the acceptance of a Deliverable.

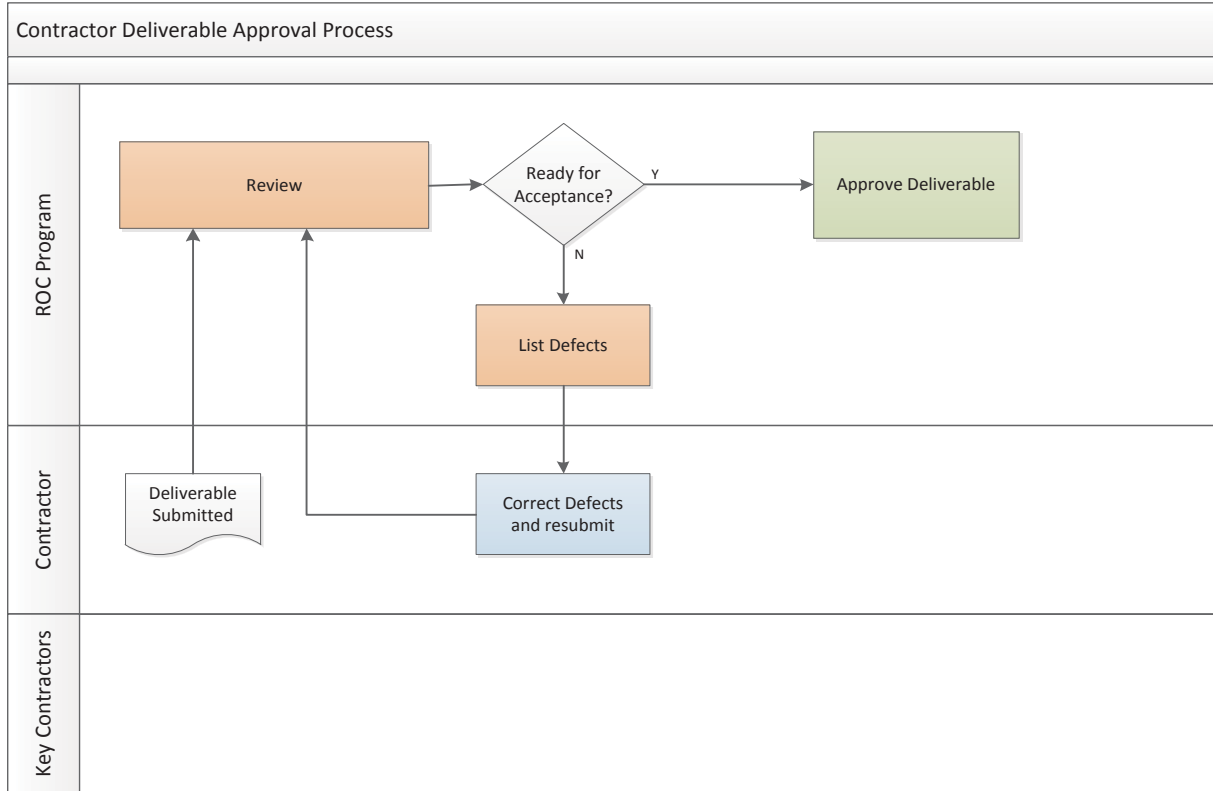
14.1.4. The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

- a) Milestone Acceptance Forms must be signed by the Contractor's Project Director and Customer's Program Manager.
- b) Deliverables must be endorsed by a Customer's delegate; notification by email of the endorsement is sufficient.
- c) Contractor Documents/Deliverables must be approved by a Customer's Program Delegate; email approval is sufficient.
- d) The Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report.
- e) The Customer will authorise a nominated delegate for each product area that will have the authority to endorse/approve submitted Deliverables.
- f) Upon each Deliverable submission, approval/endorsement is expected within the timeframes stipulated in the Additional Conditions or such other time as may be agreed between the Parties. A request for approval/endorsement extension of a Deliverable may be requested by the Customer to the Contractor in exceptional circumstances.
- g) Deliverables not approved/endorsed by the Customer (as applicable) will be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer (as applicable).

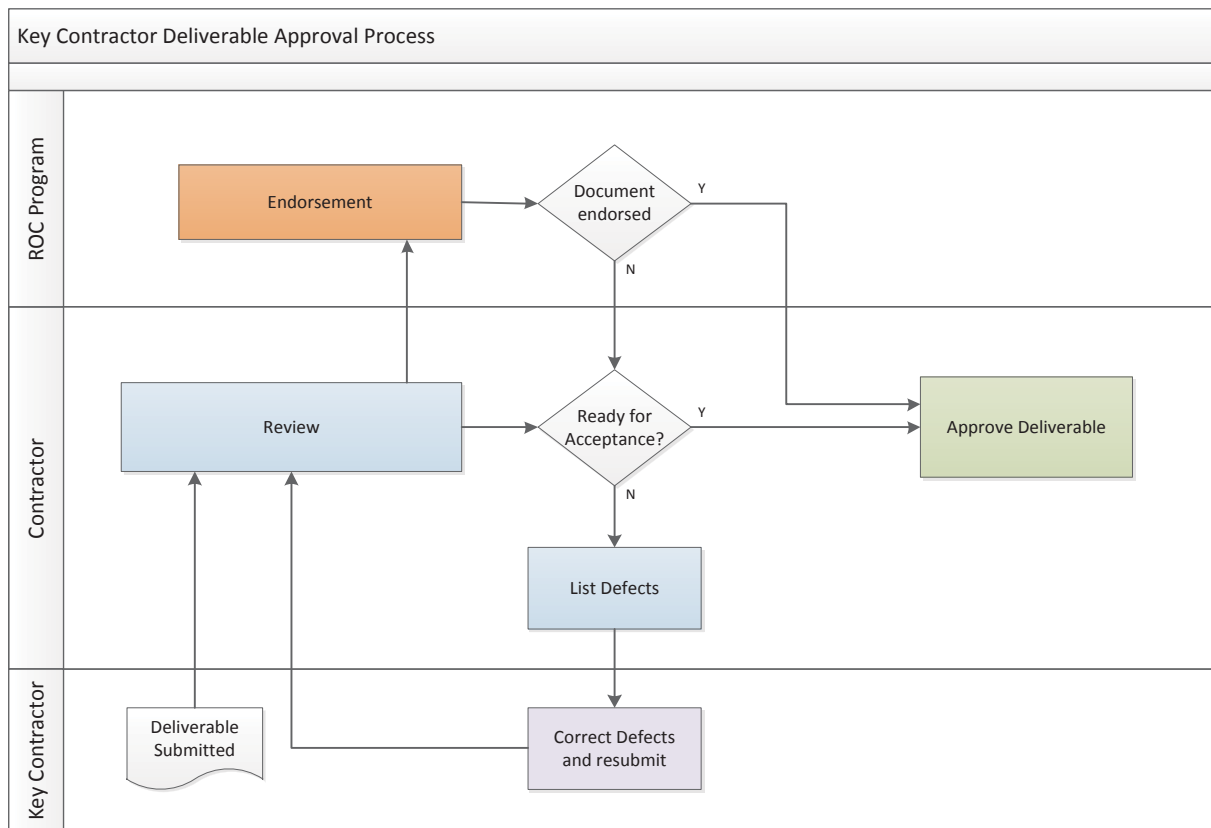
- h) The re-submission consists of rectified Defects only and must be clearly identified as such.
- i) The Deliverable is considered approved once the Defects have been rectified and accepted.

14.1.5. The approval process flow is identified in the following diagram:

Contractor Deliverables:



Key Contractor Deliverables:



14.1.6. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

14.1.7. The Contractor must ensure that the system described in the Detailed Design Documents:

- a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
- b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
- c) does not negatively impact the performance or functionality of any part of the Customer Environment, including the Customer's current solution.

14.1.8. Subject to section 14.1.7, the Customer (or its nominee) must review a Deliverable submitted during the Customer Contract in accordance with the Additional Conditions.

14.1.9. For the purposes of the Customer Contract the 'Contract Specifications' for the Solution will be the Requirements.

14.1.10. The Contractor agrees that any review, comment, approval, endorsement or election or failure to review, comment, approve, endorse or elect on the part of the Customer (or its nominee) under the Customer Contract:

- a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the Detailed Design;
- b) does not limit or affect the provision of the Contractor warranties or indemnities;
- c) does not constitute any expressed or implied representation, election, waiver or acquiescence on the part of the Customer;

- d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
- e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

14.2. Change Request

14.2.1. If:

- a) during the term of the Customer Contract the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Requirements (**Requirements Variation**); and
- b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

14.2.2. If:

- a) the Contractor is entitled to give the Customer a Change Request under section 14.2.1; and
- b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits a Deliverable,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

14.3. Summary Table of Deliverables

(Note:all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and the Build Phase and documented in the draft Project Schedule)

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Release 1 Detailed Design Technology Deliverables				
WBS 1	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 2	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 3	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 4	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 5	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 6	Project Communication Plan for Release 1	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 7	Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 8	Release 1 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 9	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 10	Release 1 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 11	Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 12	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 13	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 14	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 15	Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 16	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 17	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Detailed Design Transformation and Change Deliverables				
WBS 18	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 19	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 20	Change Impact Analysis (Release 1)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 21	Release 1 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Technology Deliverables				
WBS 22	Updated High Level Solution design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 23	Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 24	Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 25	Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 26	Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 27	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 28	Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 29	Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 30	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 31	Release 2 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 32	ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 33	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 34	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 35	Release 2 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 36	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 37	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 38	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Transformation and Change Deliverables				
WBS 39	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 40	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 41	Change Impact Analysis (Release 2)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 42	Release 2 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 3 Interim Detailed Design Technology Deliverables				
WBS 43	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 44	Release 3 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 45	Release 3 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 46	Release 3 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 47	Release 3 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 48	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 49	Release 3 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 50	Release 3 Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 51	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 52	Release 3 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 53	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 54	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 55	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 56	Release 3 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 57	Release 3 Master Test Plan Draft	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 58	Requirements Traceability Matrix updated for Release 3	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 59	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 60	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 61	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 62	Change Impact Analysis (Release 3)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 63	Release 3 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Build Deliverables				
WBS 64	Interface Design Specification – one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 65	Updated Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 66	Updated Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 67	Updated Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 68	Updated Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 69	Updated Project Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 70	Updated Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 71	Updated Release 1 Data Technical Analysis Output (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 72	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 73	Updated Release 1 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 74	Updated Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 75	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 76	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 77	Updated Release 1 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 78	Updated Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 79	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 80	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Build Deliverables				
WBS 81	Interface Design Specification - one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 86	Updated ROC Technology Vendor Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 92	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 93	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 95	Updated Release 2 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Management Deliverables				
WBS 98	Preparation of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 99	Validation and loading of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 100	Development of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 101	Unit testing of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 102	Preparation of a delivery statement	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Profiling Deliverable				
WBS 103	ROC Release 1 – Data Profiling Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Configuration Deliverables – REM Configuration activities				
WBS 104	System Deliverable 1 – an environment populated with a clean set of configured data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 105	System Deliverable 2 – a validated instance of the REM Base Configuration	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Unit Testing / System Testing Phase				
WBS 106	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 107	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 108	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 109	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 110	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables - System Acceptance Testing (SAT)				
WBS 111	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 112	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – System Integration Testing (SIT)				
WBS 113	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 114	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 115	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 116	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 117	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Load and Performance Testing				
WBS 118	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 119	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 120	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 121	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 122	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 123	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 124	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 125	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 126	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 127	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 128	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 129	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 130	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 131	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 132	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverable – Operational Acceptance Testing (OAT)				

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 133	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Unit Testing / System Testing				
WBS 134	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 135	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 136	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 137	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 138	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – System Integration Testing (SIT)				
WBS 141	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Release and Deployment Deliverables				
WBS 162	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 163	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Detailed Design (R1-T2) Phase				
WBS 167	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 168	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 169	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 170	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 176	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 177	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 178	Updated Release 1 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 179	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
MDAM Feasibility Deliverable (End to End Management Services)				
WBS 180	Mobile Device Application Management Whitepaper	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 Build Phase Deliverables				
WBS 181	Interface Design Specification per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 182	Updated Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 183	Updated Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 184	Updated Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 185	Updated Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 186	Updated Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 187	Master Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 188	Updated Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 189	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 190	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 191	Updated Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 192	Updated Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 193	Updated Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 194	Updated TIBCO Interface Design Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 195	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 196	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
IMS Remediation – Build Phase Deliverables				
WBS 197	Interface Design Specification per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 198	Updated Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 199	Updated Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 200	Updated Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 201	Updated Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 202	Updated Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 203	Updated Master Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 204	Updated Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 205	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 206	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 207	Updated System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 208	Updated Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 – T2 Testing Phase –System Testing Phase				
WBS 209	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 210	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 211	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 212	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – System Acceptance Testing				
WBS 213	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 214	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – System Integration Testing				
WBS 215	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 216	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 217	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 218	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 219	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Load and Performance Testing				
WBS 220	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 221	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 222	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 223	Work Load Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 224	Test Scripts	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 225	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 226	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – User Acceptance Testing (UAT)				
WBS 227	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 228	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 229	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 230	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 231	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 232	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 233	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 234	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Operational Acceptance Training (OAT)				
WBS 235	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Security Testing				
WBS 236	Test Recommendation Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation – Testing Phase –System Testing Phase				
WBS 237	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 238	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 239	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 240	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 241	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation– Testing Deliverables – System Integration Testing				
WBS 242	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 243	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 244	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 245	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 246	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation – Testing Deliverables – Load and Performance Testing				
WBS 247	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 248	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 249	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 250	Work Load Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 251	Test Scripts	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 252	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 253	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Release and Deployment Deliverables				
WBS 254	Review Implementation Review Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 255	Handover to Support Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

14.4. Contract Period

- 14.4.1. The Commencement Date is the date as stated in the General Order Form with a contract expiry as specified in Item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

14.5. Exclusions

- 14.5.1. Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables:

- a) Operational Visual Display System (OVDS);
- b) software licensing for IMS, DTTS and CIMS;
- c) business analytics and intelligence products:
 - i. business analytics has not been included in the scope of the Contractor's Services or Deliverables.
- d) safety assurance;
 - i. The Contractor will work with the Customer to support safety assurance activities, but accountability remains with the Customer. See document titled Implementation Strategy - Sydney Trains Rail Operations Centre section 10 (Safety Assurance) for further clarification.
- e) master data management in source systems;
 - i. As per the BAFO, master data management in source systems, (including data analysis, data cleansing, and data conversion & migration) is excluded.
- f) procurement of TIBCO licences.

14.6. General Assumptions

14.6.1. Program Assumptions

- a) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- b) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Key Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- c) The Contractor is not responsible for resolving data quality issues and the Key Contractor(s) will be contracted directly by the Customer as required (NB the Contractor is to exhaust all options before escalation).
- d) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Key Contractor(s) and will have the necessary commercial agreements in place for the duration of the Project.
- e) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- f) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.

- g) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- h) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or Deliverables associated with this engagement.
- i) The software supplied by the Key Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- j) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- k) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- l) Any information reasonably requested by the Contractor to Key Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in Change Requests.
- m) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- n) The Customer will work with Key Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the Project Schedule including testing of the solution.
- o) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- p) If any dependent projects are added to the Project scope there could be additional effort incurred and a corresponding Change Request raised.
- q) OCM change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Key Contractor assisting within the existing framework as set out by the Customer.
- r) The site and system environment for deploying the system will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of voice mail messages.
- s) In case of missing systems to be integrated, simulation devices are accepted as valid verification methods regarding the system functionality.
- t) All Deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- u) Prior to the start of each stage the detailed planning, Deliverables, resources and entry and exit criteria have been agreed by all parties.
- v) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- w) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- x) The Project plan and associated services estimates are subject to the agreement of the PIPP and other associated Order Documents.
- y) Any key Customer Project dependencies must be completed within the agreed timeline.
- z) The Customer's reasonable endeavours to work with the Key Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- aa) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in Detailed Design Phase workshops.
- bb) Rescheduling of workshops by the Customer that result in delays to the Project could result in Change Requests.

- cc) The responsibilities for delivery of Services and Deliverables will be as listed in the sections above.
- dd) For the Change Impact Analysis Deliverable, a baseline for each dimension will be provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- ee) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.
- ff) The following Customer Supplied Items will be available in respect of R1-T2. The timeframes for these Customer Supplied Items are detailed in the attached Project Schedule (refer to Appendix F):
 - a.the Detailed Technology Business Requirements Specification (DTBRS) (including System Use Cases);
 - b.the Solution Architecture Design (SAD);
 - c.business processes and work instructions; and
 - d.business scenarios.
- gg) Representatives from the following project streams will be available to attend all workshops:
 - a. Technology – suitable representatives with knowledge of the DTBRS and the SAD;
 - b. Transformation and Change – a representative for the Business Processes and Work Instructions; and
 - c.Solution Integration – a representative for the Business Scenarios.

14.6.2. Technical Assumptions

The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for Configuration and Customisation.
- b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Key Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- g) As a minimum, the Customer will manage and provide the necessary environments for the ROC Program, (the Technology Environment Management Strategy document will provide a definitive list).
- h) The Contractor will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.

- i) The Customer will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Key Contractor;
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and
 - iv. 'User Acceptance Testing' environment.
- j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into the Key Contractor's solutions without rework.
- l) SMEs familiar with the data layout, its meaning and purpose are available and support the data import process.
- m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- n) Subject to section 15.9, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

15. Project Management

15.1. Advice and knowledge transfer

Subject to the exclusions in section 14.5, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

15.2. Contractor assistance

If requested, the Contractor must participate in all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- a) that the Requirements, are accurate and complete; and
- b) the Contractor's proposed solution.

15.3. Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

15.4. Risk management

15.4.1. As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- b) includes delivery risks,

(Issues Register).

15.4.2. The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Commencement Date.

15.4.3. As at the date the Contractor provides a draft of the Issues Register under section 15.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

15.4.4. The Contractor must report to the Customer:

- a) any issues or risks (including any delivery risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- b) any change in the status of the delivery risks, immediately on becoming aware of that change in status.

15.5. Cooperation with Key Contractors

15.5.1. The Contractor must, at no additional cost to the Customer:

- a) coordinate and cooperate with the Key Contractors in relation to the Project;
- b) without assuming any liability for the contents of a Key Contractor's Detailed Design documents, provide all assistance and cooperation reasonably required by the Key Contractors;
- c) comply with all other requests of the Key Contractors to the extent relevant to the Key Contractors' services or deliverables;
- d) not delay or interfere with the performance of the Key Contractors' services or deliverables in relation to the Project;
- e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to Key Contractors' services or deliverables in relation to the Project; and
- f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

15.6. Communication with Key Contractors:

15.6.1. The Contractor must not, without the Customer's prior written consent:

- a) give a Key Contractor a direction or instruction which will or is likely to vary the Key Contractor's scope in relation to the Project;
- b) give a Key Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Key Contractor in relation to the Project;
- c) give a Key Contractor a direction or instruction which will or is likely to delay the time that the Key Contractor is obliged to complete its services or deliverables in relation to the Project;
- d) accept directions or instructions from any Key Contractor in relation to the Contractor's services or the deliverables; or
- e) consent to any waiver, release, variation or reduction to or of any obligation of any Key Contractor in relation to the Contractor's services or deliverables.

15.6.2. The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and a Key Contractor, or between Key Contractors, in connection with the Project.

15.7. Not used

15.8. Disputes between the Contractor and Key Contractors

- 15.8.1. The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with a Key Contractor by discussion and negotiation without the Customer's involvement.
- 15.8.2. Where the Contractor has notified the Customer under section 15.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.
- 15.8.3. The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.
- 15.8.4. The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

15.9. Reliance on Key Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Key Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

15.10. Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

15.11. Delivery Address

The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.

16. Customer Supplied Items (CSI) and Customer Obligations

16.1. Overview

- 16.1.1. Subject to section 16.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Commencement Date:
 - a) project scope (as documented in the architecture blueprint);
 - b) functional requirements (as provided in the RFP);
 - c) non-functional requirements (as provided in the RFP);
 - d) draft Implementation & Maintenance Phase PIPP;
 - e) system security requirements;
 - f) data management strategy;

- g) project concept and review;
- h) architecture blueprint;
- i) systems impacted (existing);
- j) interface specifications (where available);
- k) technical policies and standards;
- l) draft Procure IT (the Customer Contract and this PIPP);
- m) ROC organisation structure;
- n) ROC program high level roadmap;
- o) draft ROC program test management framework;
- p) current processes;
- q) concept of operations;
- r) Transformation and Change Requirements v4.1;
- s) ROC Systems Assurance and Planning Framework documents; and
- t) ROC Data Architecture High-Level Strategy.

16.1.2. Pursuant to Change Request 5, the Customer will provide the following Customer Supplied Items to the Contractor as set out in the Project Schedule (refer to Appendix F):

- a) the Detailed Technology Business Requirements Specification (DTBRS) (including System Use Cases);
- b) the Solution Architecture Design (SAD);
- c) business processes and work instructions; and
- d) business scenarios.

The Customer must:

- a) provide the High Level Solution Designs provided by the Key Contractors;
- b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project;
- f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP; and
- g) provide copies of relevant parts of contracts with Key Contractors in accordance with clause 18.3 of Module 13A (a clause added to Module 13A under the Additional Conditions).

16.1.4. The Parties acknowledge and agree that the Customer Supplied Items (CSI) are those items specified in sections 16.1.1, 16.1.2 and 16.2.

16.2. CSI Facilities and Equipment

16.2.1. The Customer has provided the following CSI, subject to the following conditions:

- a) desktop equipment for the agreed number of Contractor's Personnel working on Site, subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- b) ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;

- c) internet access from each desktop to access the Contractor’s webmail and intranet ;
- d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor’s Australian offices;
- e) including the following activities, tasks, functions and responsibilities and supply the following items:

#	Item	Description
1.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer’s network.

16.3. CSI verification

- 16.3.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 16.3.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.
- 16.3.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

16.4. Personnel

- 16.4.1. The Contractor must ensure that each member of the Contractor’s Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 16.4.2. Any of the Contractor’s Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 16.4.3. The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 16.4.4. Nothing in Appendix B affects the scope of the obligations of either party as described in this PIPP.

16.5. Subcontractors

- 16.5.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

16.6. Approval by the Customer

- 16.6.1. Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with section 9 of the Additional Conditions.

16.6.2. The Customer's approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

17. Payment Plan

17.1. Contract Price

17.1.1. Not used.

17.1.2. The Contract Price for the Contractor to complete all Services and Deliverables under this Customer Contract as varied up to and by Change Request 9 is [REDACTED] (ex GST) with an optional further 3 months extension of Support Services upon notice in writing of [REDACTED] (ex. GST). This is payable in the instalments at successful completion of each of the milestones set out in the table below.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			
28 August monthly milestone	[REDACTED]	1	[REDACTED]
25 September monthly milestone	[REDACTED]	1	[REDACTED]
30 October monthly milestone	[REDACTED]	1	[REDACTED]
Residual payment on Acceptance of Detailed Design Deliverables for Release 1	[REDACTED]	1	[REDACTED]
		Sub-Total:	[REDACTED]
		Any Other Charges:	[REDACTED]
		Total (Excl. GST)	[REDACTED]
		GST:	[REDACTED]
Price (including GST)		Total Amount:	[REDACTED]
Release 2 Detailed Design			

Deliverable	Price per Unit	Quantity	Extended Price
4 December 2015 monthly milestone		1	
15 January 2016 monthly milestone		1	
19 February 2016 monthly milestone		1	
18 March 2016 monthly milestone		1	
Change Request 3			
30 April 2016 monthly milestone		1	
30 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 2		1	
Change Request 5			
*Residual payment adjustment for Acceptance of Detailed Design Deliverables for Release 2			
*CR1 included [REDACTED] for Release 2 DD and CR3 added an additional [REDACTED] for Release 2 DD	[REDACTED]	1	[REDACTED]
The total of these changes is [REDACTED] and the agreed Ajilon proposal for Release 2			

Deliverable	Price per Unit	Quantity	Extended Price
DD was [REDACTED] hence the reduction of [REDACTED] is required.			
	Sub-Total (being [REDACTED] as per above, less [REDACTED] for Release 2 Detailed Design adjustment):		[REDACTED]
Any Other Charges			N/A
	Total (Excl. GST)		[REDACTED]
	GST:		[REDACTED]
Price (including GST)	Total Amount:		[REDACTED]
R1-T2 Detailed Design			
Change Request 5 (R1-T2 Detailed Design)			
31 March 2017 monthly milestone	[REDACTED]	1	[REDACTED]
30 April 2017 monthly milestone	[REDACTED]	1	[REDACTED]
31 May 2017 monthly milestone	[REDACTED]	1	[REDACTED]
R1-T2 Detailed Design successfully completed	[REDACTED]	1	[REDACTED]
	Sub-Total:		[REDACTED]
Any Other Charges:			N/A
	Total (Excl. GST)		[REDACTED]

Deliverable	Price per Unit	Quantity	Extended Price
		GST:	
Price (including GST)		Total Amount:	
Release 3 Detailed Design			
Change Request 4 (Interim Release 3 Detailed Design)			
31 August 2016 interim monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Change Request 5 (Interim Release 3 Detailed Design (DTTS))			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
Release 3 Detailed Design successfully completed	██████████	1	██████████
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	██████████
Any Other Charges:			N/A
		Total (Excl. GST)	██████████
		GST:	██████████
Price (including GST)		Total Amount:	██████████
Implementation (Release 1) Phase			
Change Request 1 (Interim Implementation (Release 1) Phase)			
30 November 2015	██████████	1	██████████
18 December 2015*		1	
29 January 2016		1	
29 February 2016	██████████	1	██████████
Change Request 3			
31 March 2016 monthly milestone	██████████	1	██████████
30 April 2016 monthly milestone		1	
31 May 2016 monthly milestone	██████████	1	██████████

Deliverable	Price per Unit	Quantity	Extended Price
30 June 2016 monthly milestone	████████	1	████████
31 July 2016 monthly milestone	████████	1	████████
Change Request 4 (Implementation (Release 1) Phase)			
31 August 2016 monthly milestone	████████	1	████████
30 September 2016 interim monthly milestone	████████	1	████████
31 October 2016 interim monthly milestone	████████	1	████████
Change Request 5			
Release 1 Build successfully completed (29 June 2016)	████████	1	████████
Release 1 SIT successfully completed (16 September 2016)	████████	1	████████
30 September 2016 monthly milestone	████████	1	████████
31 October 2016 monthly milestone	████████	1	████████
Release 1 User Acceptance Testing (UAT) successfully completed (anticipated 1 November 2016)	████████	1	████████
30 November 2016 monthly milestone	████████	1	████████

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Deployment successfully completed (anticipated 10 December 2016)	██████████	1	██████████
Post Implementation Verification (PIV) successfully completed	██████████	1	██████████
Sub-Total:			██████████
*18 December is Christmas close down date for the ROC Program			
Any Other Charges:			N/A
Total (Excl. GST)			██████████
GST:			
Price (including GST)	Total Amount:		
Implementation (Release 2) Phase			
Change Request 4 (Interim Implementation (Release 2) Phase)			
31 August 2016 monthly milestone	██████████	1	██████████
30 September 2016 monthly milestone	██████████	1	██████████
31 October 2016 monthly milestone	██████████	1	██████████
Change Request 5 (Implementation (Release 2) Phase)			
31 August 2016 monthly milestone	██████████	1	██████████

Deliverable	Price per Unit	Quantity	Extended Price	
30 September 2016 monthly milestone	████████	1	████████	
31 October 2016 monthly milestone	████████	1	████████	
30 November 2016 monthly milestone	████████	1	████████	
16 December 2016* monthly milestone	████████	1	████████	
31 January 2017 monthly milestone	████████	1	████████	
Release 2 Build successfully completed (anticipated 31 March 2017)	████████	1	████████	
*16 December 2016 is Christmas close down date for the ROC Program				
			Sub-Total:	
				Any Other Charges
				Total (Excl. GST)
				GST
				Total Amount:
			Price (including GST)	
Release 1 – T2 Implementation Phase				
Change Request 7 (Implementation (R1-T2-R2) Phase)				
Milestone: TIBCO Build Complete	████████	1	████████	

Deliverable	Price per Unit	Quantity	Extended Price
(Due Date: 30 September 2017)			
Milestone: SIT Entry Criteria met (Due Date: 30 October 2017)	██████████	1	██████████
Milestone: System Integration Test Complete (Due Date: 8 January 2018)	██████████	1	██████████
Milestone: As Built Documentation (Due Date: 19 February 2018)	██████████	1	██████████
Milestone: User Acceptance Test Complete (Due Date: 20 February 2018)	██████████	1	██████████
Milestone: Go Live (Due Date: 11 March 2018)	██████████	1	██████████
Milestone: Handover to Support Complete (Due Date: 11 April 2018)	██████████	1	██████████
		Sub-Total:	██████████
Any Other Charges			
		Total (Excl. GST)	██████████
		GST	██████████

Deliverable	Price per Unit	Quantity	Extended Price
Price (including GST)	Total Amount:		██████████
IMS Remediation Phase			
Change Request 7 (Implementation (Release 1 – Tranche 2) Phase)	Milestone Date		
Milestone: Signing of Change Request 7 (Due Date: 16 June 2017)	██████████	1	██████████
Milestone: Configuration Completion (Due Date: 31 July 2017)	██████████	1	██████████
Milestone: SIT Entry Criteria met (Due Date: 31 August 2017)	██████████	1	██████████
Milestone: System Integration Test Complete (Due Date: 23 October 2017)	██████████	1	██████████
Milestone: As Built Documentation (Due Date: 20 November 2017)	██████████	1	██████████
	Sub-Total:		██████████
Any Other Charges			

Deliverable	Price per Unit	Quantity	Extended Price
	Total (Excl. GST)		██████████
	GST		██████████
Price (including GST)	Total Amount:		██████████
Support Services			
Provision of Program Maintenance for Release 1	██████████ per month	12	██████████
Provision of 'heightened' Program Maintenance for Release 1	██████████	2	██████████
Extension of Program Maintenance for Release 1	██████████ per month	3	██████████
OPTION - Extension of Program Maintenance for Release 1 (to be updated in the event extension is triggered by written notification of the Customer)	██████████ per month	3	██████████* (if option is exercised)
	Total (Excl. GST)		██████████* (excluding option)
	GST		██████████* (excluding option)
Price (including GST)	Total Amount:		██████████* (excluding option)
ETG Project – Design For Transition Phase			
Change Request 9 (Design for Transition Phase)			

Deliverable	Price per Unit	Quantity	Extended Price
Signing of CR8	[REDACTED]	1	[REDACTED]
Acceptance of Stabilisation Plan	[REDACTED]	1	[REDACTED]
Acceptance of Hypercare Plan	[REDACTED]	1	[REDACTED]
Acceptance of Commissioning Plan	[REDACTED]	1	[REDACTED]
	Total (Excl. GST)		[REDACTED]
		GST	[REDACTED]
Price (including GST)	Total Amount:		[REDACTED]

ETG Project – Handover Phase

Change Request 8 (Handover Phase)			
Signing of CR8	[REDACTED]	1	[REDACTED]
Acceptance of Service Design	[REDACTED]	1	[REDACTED]
Acceptance of Service Transition Plan	[REDACTED]	1	[REDACTED]
Acceptance of Project Execution Plan	[REDACTED]	1	[REDACTED]
Handover to support has taken place	[REDACTED]	1	[REDACTED]
	Total (Excl. GST)		[REDACTED]
		GST	[REDACTED]

Deliverable	Price per Unit	Quantity	Extended Price
Price (including GST)	Total Amount:		████████

Additional Services (obtained in relation to various Phases)

Change Request 2			
(Extension of T&M under CR2)		████████	████████
Change Request 3			
(Extension of T&M under CR3)		████████	████████
Change Request 4			
Extension of Organisational Design Support to 2 September 2016		████████	████████
Extension of Data Configuration to 10 December 2016		████████	████████
Provision of Data Management Services to 31 October 2016		████████	████████
Provision of Integrated Support to 14 October 2016		████████	████████
Change Request 5			
Transition Services		████████	████████
Cross Stream Testing Services		████████	████████

Change Request 5		
	Total (Excl. GST)	
	GST	
Price (including GST)	Total Amount:	
Contract Price		
Detailed Design Release 1		
Detailed Design Release 2		
Detailed Design Release 3		
Detailed Design R1-T2		
Implementation Release 1		
Implementation Release 2		
Implementation Release 1 – T2		
IMS Remediation		
ETG Project – Design for Transition Phase		
ETG Project – Handover Phase		
Support Services		
Support Services - OPTIONAL 3 month extension of Support Services to 10 th June 2018 (Upon notice in writing)		██████████* (if option is exercised)
Additional Services		██████████
Total Contract Price (ex GST)		██████████* (excluding option)

17.2. Payment

- 17.2.1. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 17.1.
- 17.2.2. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

17.3. Liquidated Damages

- 17.3.1. Item 21 of the General Order Form confirms that liquidated damages apply.
- 17.3.2. The Milestone which is the LD Obligation (and the due date for its completion) is to be agreed between the parties as part of a future Change Request.”
- 17.3.3. .
- 17.3.4. The amount of liquidated damages for the purposes of Item 21 of the General Order Form is [REDACTED] per day.
- 17.3.5. The maximum number of days for which liquidated damages are payable is a maximum of 21 days after the LD Obligation Date.
- 17.3.6. The Contract Price above is the total Contract Price for the Project. Where the parties agree that any additional or changed scope of work under a Change Request, the Parties agree that the rates set out below apply. The rates below are valid until 30 June 2017. The Parties agree to negotiate in good faith revised rates for any such work beyond 30 June 2017. All amounts below are expressed on a GST exclusive basis.

Period 1: July 1st 2014 – June 30th 2015

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum	[REDACTED]	[REDACTED]
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum	[REDACTED]	[REDACTED]
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	[REDACTED]	[REDACTED]
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum	[REDACTED]	[REDACTED]
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum	[REDACTED]	[REDACTED]

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum	[REDACTED]	[REDACTED]
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum	[REDACTED]	[REDACTED]
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum	[REDACTED]	[REDACTED]
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum	[REDACTED]	[REDACTED]
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum	[REDACTED]	[REDACTED]
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum	[REDACTED]	[REDACTED]
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum	[REDACTED]	[REDACTED]
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum	[REDACTED]	[REDACTED]
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum	[REDACTED]	[REDACTED]
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum	[REDACTED]	[REDACTED]
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	[REDACTED]	[REDACTED]
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum	[REDACTED]	[REDACTED]
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	[REDACTED]	[REDACTED]
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum	[REDACTED]	[REDACTED]
SOA Architect	Analysis, high level design and detailed	[REDACTED]	[REDACTED]

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years experience in rail operational control systems		

Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

Period 3: July 1st 2016 – June 30th 2017

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

Period 4: July 1st 2017 – June 30th 2018

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

18. Governance

18.1. Authorised Representatives

18.1.1. For the purposes of the Customer Contract:

- a) the Customer's Authorised Representative is Tony Eid (or delegate as notified by the Customer to the Contractor from time to time); and
- b) the Contractor's Authorised Representative is Steve Keenaghan.

18.2. Management committee

18.2.1. For the purposes of the Customer Contract the following are members of the management committee:

- a) Geoff Howard (or delegate);
- b) Jason Galer; and
- c) Steve Keenaghan

18.2.2. The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

18.3. Management committee function

18.3.1. The function that the management committee is to:

- a) review and monitor progress under the Customer Contract; and
- b) carry out any other functions stated in Item 16 of the General Order Form.

18.4. **Management committee meetings**

The management committee must meet no less than once a month during the Project at the times and locations specified by the Customer.

18.5. **Management committee progress report**

18.5.1. The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 18.4, provide the Customer with a progress report which at a minimum should include:

- a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- d) draft updates of relevant parts of the Contract Specifications;
- e) any new Change Requests or Contract Variations (if applicable);
- f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements Release 1, Release 2, Release 3 and R1-T2

The Initial Requirements for each Release are the Customer's requirements set out in the High Level Business Requirements document.

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Customer relationship management between Customer and the System Integrator Directs the implementation of the project activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Programme Manager	<ul style="list-style-type: none"> Senior Manager responsible and accountable for overseeing Project activities Manage project deliverables to achieve customer outcomes Identify risks and mitigation strategies.
Conrad Kerin	Senior Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies.
Ayman Sidky	Senior Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies.
Chris Johnstone	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
Sri Kumar Nair	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Clare Partridge	Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Manage risks and mitigation strategies. Report on project progress Support management of project logistics
Bryce Jackwitz	Transition Manager	<ul style="list-style-type: none"> Manage Release activities Develop and Implement the Handover to Support Plan
Solon Kypridemos	Senior Business Analyst	<ul style="list-style-type: none"> Understand and define detailed business and system requirements and define business processes to be supported
Debra Dodd	Test Lead	<ul style="list-style-type: none"> Coordinating of testing activities
Dimitriy Zhiltsov	Test Lead	<ul style="list-style-type: none"> Coordinating of testing activities

Ajilon Implementation PIPP (CR8)

Malcolm Jones	Test Manager	<ul style="list-style-type: none"> Managing and overseeing of all testing activities
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

2Customer roles and responsibilities

Name	Role	Responsibility
Geoff Howard	Program Director	Management of the Program
Katherine Wilson	Lead Architect	Oversight of Technical Design for ROC Program
Jason Galer	ROC Commercial Manager	Oversight of Commercial negotiations and management of ROC Agreements
Scott Kardash	Delivery Project Manager	Project Management of ROC Key Contractors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Sydney Trains Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Project Schedule

See Project Schedule documents embedded here.



ROC Master DTTS
Schedule DRAFT v1.0



ROC - DP1 and DP2
Deliverables List V111

Sydney Trains Rail Operations Center (ROC)

Master Program Schedule Version 5.0 - DRAFT - Work In Progress - ROC -



#	Activity ID	Activity Name	Start	Finish	2016												2017					
					Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q			
1	Sydney Trains ROC - MPS - Version 5.0 - Current			13-Aug-15 A	05-Sep-17																	
2	Technology			13-Aug-15 A	05-Sep-17																	
3	Release 1			13-Aug-15 A	20-Dec-16																	
4	Design			13-Aug-15 A	13-Apr-16 A																	
5	TEC-DD-11550	DEL:Vendor Technology Communications Plan - R1G2		13-Aug-15 A	13-Aug-15 A																	
6	TEC-TR1-12330	DEL:Non-Functional Design - R1G2		14-Sep-15 A	18-Sep-15 A																	
7	TEC-DD-11970	DEL:RACI - R1G2			12-Oct-15 A																	
8	TEC-TR1-10320	DEL:SAD Complete - R1G2		03-Nov-15 A	12-Nov-15 A																	
9	TEC-DD-11820	DEL:Implementation Strategy - R1G2			20-Nov-15 A																	
10	TEC-DD-12000	DEL:Data Technical Analysis Output - R1G2		07-Dec-15 A	10-Dec-15 A																	
11	TEC-TR1-11229	DEL:Product Gap Analysis - R1G2		05-Jan-16 A	05-Jan-16 A																	
12	TEC-TR1-12310	DEL:Security Risk Assessment Complete - R1G2		13-Oct-15 A	22-Jan-16 A																	
13	TEC-TR1-12440	DEL:DTBRS Approved - R1G2		20-Nov-15 A	25-Jan-16 A																	
14	TEC-TR1-10830	DEL:Architecture Specification - R1G2			01-Feb-16 A																	
15	TEC-DD-13070	DEL:Technology Test Strategy - R1G2			01-Feb-16 A																	
16	TEC-TR1-3430	DEL:Requirements Traceability Matrix - R1G2			02-Feb-16 A																	
17	TEC-TR1-10780	DEL: Integration Specification - R1G2			02-Feb-16 A																	
18	TEC-DD-12050	DEL:Project Management Plan - R1G2			02-Feb-16 A																	
19	TEC-DD-11740	DEL:Data Management Plan - R1G2			03-Feb-16 A																	
20	TEC-TR1-10820	DEL:Functional Specification - R1G2			03-Feb-16 A																	
21	TEC-DD-12010	DEL:Data Technical Analysis Output - R1G2			03-Feb-16 A																	
22	TEC-DD-13610	DEL:Data Management Strategy - R1G2			03-Feb-16 A																	
23	TEC-DD-11890	DEL:Technical Environment Management Strategy - R1G2			10-Feb-16 A																	
24	TEC-DD-11920	DEL:High Level Solution Design - R1G2			11-Feb-16 A																	
25	TEC-DD-10450	DEL:Technology Architecture Blueprint - R1G2			07-Mar-16 A																	
26	TEC-DD-203640	DEL:Technical Infrastructure Strategy - R1G2		13-Apr-16 A	13-Apr-16 A																	
27	Build			09-Oct-15 A	18-Nov-16																	
28	TEC-TR1-10090	DEL:Technical Infrastructure Design - SIT (AWS) - R1G3		09-Oct-15 A	09-Oct-15 A																	
29	TEC-DD-13120	DEL:REM Mobile Gap Analysis - R1G3		15-Mar-16 A	18-Mar-16 A																	
30	TEC-TR1-20160	DEL:Technical Infrastructure Design - SIT - R1G3		07-Apr-16 A	07-Apr-16 A																	
31	TEC-TR1-10250	DEL:Technical Infrastructure Design - Training - R1G3			08-Apr-16 A																	
32	TEC-TR1-94210	DEL:Data Profiling Summary report - R1G3		13-Apr-16 A	27-Apr-16 A																	
33	TEC-TR1-910270	DEL:REM Mobile Functional Specification - R1G3		13-Apr-16 A	06-May-16 A																	
34	TEC-TR1-80210	DEL:Detailed Technical Business Requirements (DTBRS) - R1G3		18-Apr-16 A	10-May-16 A																	
35	TEC-TR1-10590	DEL:Technical Infrastructure Detailed Design - SIT - R1G3		03-May-16 A	11-May-16 A																	
36	TEC-TR1-10570	DEL:Build Integration Environment - R1G3			11-May-16 A																	
37	TEC-TR1-11830	DEL:Technical Infrastructure Detailed Design - Training - R1G3		04-May-16 A	13-May-16 A																	
38	TEC-TR1-11070	DEL:Technical Infrastructure Detailed Design - UAT - R1G3		20-May-16 A	20-May-16 A																	
39	TEC-TR1-10950	DEL:Technical Infrastructure Design - UAT - R1G3			20-May-16 A																	
40	TEC-TR1-913050	DEL:Process & Technical Design - R1G3		26-May-16 A	31-May-16 A																	
41	TEC-TR1-912390	DEL:Technical Infrastructure Design - Preprod (Fujitsu) - R1G3		06-Jun-16 A	23-Jun-16 A																	
42	TEC-TR1-911640	DEL:IIMS Functional Spec - R1G2		01-Jun-16 A	24-Jun-16 A																	
43	TEC-TR1-40290	DEL:REM Configuration Complete - R1G3			01-Jul-16 A																	
44	TEC-TR1-11020	DEL:Training Build Environment - R1G3		06-Jul-16 A	06-Jul-16 A																	
45	TEC-TR1-911720	DEL:Integration Specification - R1G3		20-Jun-16 A	06-Jul-16 A																	
46	TEC-TR1-911840	DEL:Requirements Traceability Matrix - R1G3		23-Jun-16 A	14-Jul-16 A																	
47	TEC-TR1-910740	DEL:DTDI System Test TSR - R1G3		10-Aug-16 A	10-Aug-16 A																	
48	TEC-TR1-913030	DEL:Product Gap Analysis - R1G3		12-Aug-16 A	12-Aug-16 A																	
49	TEC-TR1-911680	DEL:Functional Specification - R1G3		22-Jul-16 A	15-Aug-16 A																	
50	TEC-TR1-912990	DEL:IIMS Interface Spec - R1G2		01-Jun-16 A	17-Aug-16 A																	
51	TEC-TR1-9170	DEL:Technology Event Matrix R1G2 (Placeholder)		25-Aug-16 A	06-Sep-16 A																	
52	TEC-TR1-11690	DEL:UAT Build Environment - R1G3		09-Sep-16 A	09-Sep-16 A																	
53	TEC-TR1-10540	DEL:NGIS Technical Infrastructure Design (TID) - R1G3		26-Sep-16 A	26-Sep-16 A																	
54	TEC-TR1-910600	DEL:IIMS System Test TSR - R1G3		09-Sep-16 A	05-Oct-16 A																	
55	TEC-R1-9080	DEL:BIA - Business Impact Assessment - R1G3		06-Sep-16 A	06-Oct-16																	
56	TEC-TR1-910410	DEL:REM Mobile SAT Test Summary Report - R1G3		06-Oct-16	06-Oct-16																	
57	TEC-TR1-11420	DEL:Pre-prod Environment Build (NGIS) - R1G3		14-Oct-16	14-Oct-16																	
58	TEC-TR1-911740	DEL:Data Technical Analysis Output - R1G3		06-Sep-16 A	21-Oct-16																	
59	TEC-TR1-910430	DEL: High Level Solution Design - R1G3		10-Oct-16	28-Oct-16																	
60	TEC-TR1-913410	DEL:Update Project Management Plan - R1G3		10-Oct-16	28-Oct-16																	
61	TEC-TR1-910480	DEL:Architecture Specification - R1G3		31-Oct-16	31-Oct-16																	
62	TEC-TR1-911700	DEL:Non Functional design - R1G3		14-Oct-16	03-Nov-16																	
63	TEC-TR1-11860	DEL: Production Environment Build (NGIS) - R1G3		07-Nov-16	07-Nov-16																	
64	TEC-TR1-910360	DEL:NGIS Technical Infrastructure Detail Design (TIDD) - R1G3		07-Nov-16	07-Nov-16																	
65	TEC-TR1-911800	DEL:Review & Sign off Implementation Strategy - R1G3		21-Oct-16	10-Nov-16																	
66	TEC-TR1-911860	DEL:Implementation Plan - R1G3		10-Nov-16	10-Nov-16																	
67	TEC-TR1-913390	DEL:Update RACI - R1G3		31-Oct-16	18-Nov-16																	
68	Test			13-Jul-16 A	20-Dec-16																	
69	Acceptance and Release			01-Jun-16 A	18-Nov-16																	

Remaining Work
 Critical Remaining Work
 Physical % Complete

◆ Mile...
▲ Deliv...
➔ Sum...

Date	Revision	Ch...	App...
11-...	Draft - Version ...	TO	

ROC Releases 1 and 2

Schedule Level 2 - Work starting in the next two weeks

ID	OL	Task Name	Work	Duration	Start	Finish	% Complete	Total Slack	Predecessors	Successors	Qtr 3, 2016												
											May			July			September			November			Janu
											B	E	M	B	E	M	B	E	M	B	E	M	B
0	0	ROC Master DTTS Schedule DRAFT v1.0	1,680.33 d	165 d	Mon 18/07/16	Tue 21/03/17	12%	0 d															
1	1	Delivery Project 3 (DTTS)	1,680.33 d	165 d	Mon 18/07/16	Tue 21/03/17	12%	0 d															
2	2	Dependencies	0 d	157 d	Mon 18/07/16	Fri 10/03/17	0%	8 d															
3	3	From: SI Vendor	0 d	0 d	Fri 16/09/16	Fri 16/09/16	100%	0 d															
11	3	From: Sydney Trains	0 d	157 d	Mon 18/07/16	Fri 10/03/17	0%	8 d															
12	4	ST DEP001: DTBRS Draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d															
13	4	ST DEP002: DTBRS Draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d															
14	4	ST DEP003: DTBRS Final Draft	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d															
15	4	ST DEP004: DTBRS Final Approved	0 d	0 d	Fri 10/03/17	Fri 10/03/17	0%	8 d															
16	4	ST DEP005: SAD Draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	58 d	12SS														
17	4	ST DEP006: SAD Draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	30 d	13SS														
18	4	ST DEP007: SAD Final Draft	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d	14SS														
19	4	ST DEP008: SAD Final Approved	0 d	0 d	Fri 10/03/17	Fri 10/03/17	0%	8 d	15SS														
20	4	ST DEP009: Project Delivery 3 Concept of Operations Draft	0 d	0 d	Tue 9/08/16	Tue 9/08/16	100%	0 d															
21	4	ST DEP0010: Project Delivery 3 Concept of Operations 2 draft	0 d	0 d	Tue 20/09/16	Tue 20/09/16	100%	0 d	20FS+31 d														
22	4	ST DEP0011: Project Delivery 3 Concept of Operations Final	0 d	0 d	Mon 10/10/16	Mon 10/10/16	0%	60 d	21FS+13 d														
23	4	ST DEP0012: PCAR Draft	0 d	0 d	Mon 18/07/16	Mon 18/07/16	100%	0 d															
24	4	ST DEP0013: PCAR Final	0 d	0 d	Mon 31/10/16	Mon 31/10/16	0%	55 d															
25	4	ST DEP014: HLTBR Final	0 d	0 d	Wed 20/07/16	Wed 20/07/16	100%	0 d															
26	4	ST DEP015: To Be Processes Draft (progress Checkpoint 1)	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d	12SS														
27	4	ST DEP016: To Be Processes Draft (progress Checkpoint 2)	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d	13SS														
28	4	ST DEP017: To Be Processes Final Draft	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d	14SS														
29	4	ST DEP018: To Be Processes Final Approved	0 d	0 d	Fri 10/03/17	Fri 10/03/17	0%	8 d	15SS														
30	4	ST DEP019: Implementation Strategy Draft	0 d	0 d	Tue 4/10/16	Tue 4/10/16	0%	53.75 d															
31	4	ST DEP020: Implementation Strategy Final (Sol Int)	0 d	0 d	Mon 31/10/16	Mon 31/10/16	0%	55 d	30														
32	4	ST DEP021: Train Location Publisher Functional Specification Final	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	36 d															
33	4	ST DEP022: Concept of Operations Detailed Vision	0 d	0 d	Fri 2/09/16	Fri 2/09/16	100%	0 d															
34	4	ST DEP023: ST Human Factors Review Completed	0 d	0 d	Fri 9/12/16	Fri 9/12/16	0%	62 d	13FS-3 d														
35	2	Work Stream: Governance	326 d	163 d	Wed 20/07/16	Tue 21/03/17	0%	0 d															
36	3	Project Governance	326 d	163 d	Wed 20/07/16	Tue 21/03/17	0%	0 d	38SS,357FF														
37	2	Work Stream: Initiation Phase	0 d	18 d	Wed 20/07/16	Fri 12/08/16	100%	0 d															
38	3	Kick Off Meeting	0 d	2 h	Wed 20/07/16	Wed 20/07/16	100%	0 h															
39	3	Initiation Workshops	0 d	13.75 d	Tue 26/07/16	Fri 12/08/16	100%	0 d															
40	4	Workshops	0 d	7.25 d	Tue 26/07/16	Thu 4/08/16	100%	0 d															
47	4	MIL: ST - Initiation Workshops Completed	0 d	0 d	Thu 4/08/16	Thu 4/08/16	100%	0 d	46														
48	4	Milestones - Initiation Artefacts (Draft)	0 d	5 d	Fri 5/08/16	Fri 12/08/16	100%	0 d	46														
57	2	Work Stream: Detailed Design	903.1 d	116 d	Mon 8/08/16	Wed 1/02/17	37%	34 d															
58	3	Detailed Design Workshops	903.1 d	116 d	Mon 8/08/16	Wed 1/02/17	37%	34 d															
59	4	Detailed Design - Business Workshop	11 d	94 d	Mon 29/08/16	Fri 20/01/17	46%	41 d															
113	4	Detailed Design - Technical Workshops	121.1 d	105 d	Mon 8/08/16	Mon 16/01/17	38%	45 d															
216	4	Detailed Design - Functional Workshops	11 d	10 d	Thu 11/08/16	Wed 24/08/16	100%	0 d															
235	4	Detailed Design - Revised Functional Workshops	760 d	96 d	Mon 5/09/16	Wed 1/02/17	24%	34 d															
236	5	Modified Workshop Plan Prep	169 d	25 d	Mon 5/09/16	Mon 10/10/16	83%	72 d															
247	5	W/S: Full Immersion/Quick start session (Train Controllers)	24 d	3 d	Tue 11/10/16	Thu 13/10/16	0%	34 d	245														
248	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, upda	54 d	6 d	Fri 14/10/16	Fri 21/10/16	0%	34 d	247														
249	5	Content available (F04: Modify and Publish Day Operations Time Table)	0 d	0 d	Fri 21/10/16	Fri 21/10/16	0%	88 d	248														
250	5	Content available (F06: DOO: Network Control)	0 d	0 d	Fri 21/10/16	Fri 21/10/16	0%	96 d	248														
251	5	W/S: Full Immersion/Quick start session Train/Rail Planners (Passengers and Freight)	27 d	3 d	Tue 25/10/16	Thu 27/10/16	0%	34 d	248FS+1 d														
252	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, upda	63 d	7 d	Fri 28/10/16	Mon 7/11/16	0%	34 d	251														
253	5	Content available (F02: Preparation for Day of Operations: Network Constraints)	0 d	0 d	Mon 7/11/16	Mon 7/11/16	0%	78 d	252														
254	5	Content available (F03: Preparation for Day of Operations: Create Day of Operations Timetable)	0 d	0 d	Mon 7/11/16	Mon 7/11/16	0%	78 d	252														
255	5	W/S: Full Immersion session Signallers (verification of concepts captured by Train Controllers	0 d	3 d	Tue 1/11/16	Thu 3/11/16	0%	87 d	251SS+5 d														
256	5	W/S: Full Immersion session with Fleet, Yard/Mechanical Controllers (Yard one day only)	0 d	2 d	Tue 8/11/16	Wed 9/11/16	0%	34 d	252														
257	5	Write Cycle: Quintiq and Ajilon. Information Collections, future state process descriptions, upda	36 d	4 d	Thu 10/11/16	Tue 15/11/16	0%	34 d	256														
258	5	Content available: (F07-Fleet: DOO: Fleet and Crew impact)	0 d	0 d	Tue 15/11/16	Tue 15/11/16	0%	72 d	257														
259	5	W/S: Full Immersion session with ARTC/CRN Train Controllers/representative	0 d	1 d	Wed 16/11/16	Wed 16/11/16	0%	34 d	257														
260	5	W/S: Full Immersion session with Crew	0 d	1 d	Thu 17/11/16	Thu 17/11/16	0%	34 d	259														








Project: ROC R1 REM Data Configuration
 Status Date: NA

Summary Plan Milestone Plan
 Summary Progress Milestone Achieved
 Task Plan Task Progress
 Task Plan Critical

ROC Releases 1 and 2
Schedule Level 2 - Work starting in the next two weeks

ID	OL	Task Name	Work	Duration	Start	Finish	% Complete	Total Slack	Predecessors	Successors	Qtr 3, 2016												
											May			July			September			November			Janu
											B	E	M	B	E	M	B	E	M	B	E	M	B
444	4	20. Operating Model	24.25 d	41.25 d	Tue 20/09/16	Fri 18/11/16	0%	56.75 d															
445	5	<i>DEP: ST - DD:20 OPM - Draft Documentation Complete</i>	0 d	0 d	Tue 20/09/16	Tue 20/09/16	0%	56.75 d 21		446FS+2 d													
446	5	DD:20 OPM - Kick Off Meeting	0.25 d	2 h	Fri 23/09/16	Fri 23/09/16	0%	454 h	445FS+2 d	447													
447	5	DD:20 OPM - Draft Document	14 d	14 d	Fri 23/09/16	Fri 14/10/16	0%	56.75 d	446	448													
448	5	<i>DEP: ST - DD:20 OPM - Final Documentation Received</i>	0 d	0 d	Fri 14/10/16	Fri 14/10/16	0%	56.75 d	24FS-20 d,22,4	449													
449	5	DD:20 OPM - Final document update	10 d	10 d	Fri 14/10/16	Fri 28/10/16	0%	56.75 d	448	450,483,471,													
450	5	<i>DEL: DTTS DD:20 OPM - Release Operating Model for sign off</i>	0 d	0 d	Fri 28/10/16	Fri 28/10/16	0%	76.75 d	449	451FS+15 d													
451	5	<i>DEP: ST - DD:20 OPM - Operating Model signed off</i>	0 d	0 d	Fri 18/11/16	Fri 18/11/16	0%	76.75 d	450FS+15 d														
452	4	21. Recommended Org Structure	22.25 d	88 d	Mon 24/10/16	Thu 9/03/17	0%	8 d															
464	4	22. Change Impact Analysis	16 d	88 d	Mon 24/10/16	Thu 9/03/17	0%	8 d															
465	5	DD:22 CIA - Kick Off Meeting	0 d	2 h	Mon 24/10/16	Mon 24/10/16	0%	718 h	248	466													
466	5	DD:22 CIA - Draft Document	0 d	6 d	Mon 24/10/16	Tue 1/11/16	0%	89.75 d	465														
467	5	<i>DD:22 CIA - Spec draft (progress Checkpoint 1)</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d	12,26	468													
468	5	DD:22 CIA - 1st Review	2 d	2 d	Wed 2/11/16	Thu 3/11/16	0%	50 d	467	469													
469	5	<i>DD:22 CIA - Spec draft (progress Checkpoint 2)</i>	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d	468,13,27	470													
470	5	DD:22 CIA - 2nd Reivew	2 d	2 d	Wed 14/12/16	Thu 15/12/16	0%	22 d	469	471,477													
471	5	<i>DEL: DTTS DD:22 CIA - Final Draft Documentation Received (99%)</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d	14,449,470,28	472													
472	5	DD:22 CIA - Final Reivew	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	0 d	471	473													
473	5	DD:22 CIA - Update Document	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	0 d	472	474													
474	5	<i>DEL: DTTS DD:22 CIA - Release Change Impact Analysis for sign off</i>	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	0 d	473	483FF-4 d,475													
475	5	<i>DEP: ST - DD:22 CIA - Change Impact Analysis 15 day review period concludes</i>	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d	474FS+15 d														
476	4	23. Training Need Analysis	16 d	57 d	Fri 16/12/16	Tue 21/03/17	0%	0 d															
477	5	DD:23 TNA - Kick Off Meeting	0 d	2 h	Fri 16/12/16	Fri 16/12/16	0%	374 h	470	478													
478	5	DD:23 TNA - Draft Document	0 d	10 d	Fri 16/12/16	Fri 13/01/17	0%	46.75 d	477														
479	5	<i>DD:23 TNA - Spec draft (progress Checkpoint 1)</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	4 d	12,28	480													
480	5	DD:23 TNA - 1st Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	4 d	479	481													
481	5	<i>DD:22 CIA - Spec draft (progress Checkpoint 2)</i>	0 d	0 d	Thu 2/02/17	Thu 2/02/17	0%	4 d	480,13	482													
482	5	DD:23 TNA - 2nd Reivew	2 d	2 d	Fri 3/02/17	Mon 6/02/17	0%	4 d	481	483													
483	5	<i>DEP: ST - DD:23 TNA - Final Draft Documentation Received (99%)</i>	0 d	0 d	Fri 10/02/17	Fri 10/02/17	0%	0 d	449,474FF-4 d,484														
484	5	DD:23 TNA - Final Review	2 d	2 d	Mon 13/02/17	Tue 14/02/17	0%	0 d	483	486,485													
485	5	DD:23 TNA - Update Document/ Final Inclusions	10 d	10 d	Wed 15/02/17	Tue 28/02/17	0%	0 d	484	486													
486	5	<i>DEL: DTTS DD:23 TNA - Release Training Need Analysis for sign off</i>	0 d	0 d	Tue 28/02/17	Tue 28/02/17	0%	0 d	484,485	487FS+15 d													
487	5	<i>DEP: ST - DD:23 TNA - Training Need Analysis signed off</i>	0 d	0 d	Tue 21/03/17	Tue 21/03/17	0%	0 d	486FS+15 d														
488	4	24. Training Plan (Train the Trainer)	14.25 d	81 d	Wed 2/11/16	Thu 9/03/17	0%	8 d															
489	5	<i>DD:24 TTT - Spec draft 33% complete</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	59.75 d	16,23	490													
490	5	DD:24 TTT - 1st Review	0.25 d	2 h	Wed 2/11/16	Wed 2/11/16	0%	478 h	489	491													
491	5	<i>DD:24 TTT - Spec draft 66% complete</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	59.75 d	490	492													
492	5	DD:24 TTT - 2nd Review	2 d	2 d	Wed 2/11/16	Fri 4/11/16	0%	59.75 d	491	493													
493	5	<i>DEP: ST - DD:24 TTT - Final Documentation Received</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d	14,492,449,24,	494													
494	5	DD:24 TTT - Final Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	8 d	493	495													
495	5	DD:24 TTT - Update Document	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	8 d	494	496													
496	5	<i>DEL: DTTS DD:24 TTT - Release Training Need Analysis for sign off</i>	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	8 d	495	497FS+15 d													
497	5	<i>DEP: ST - DD:24 TTT - Training Need Analysis signed off</i>	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d	496FS+15 d														
498	3	<i>MIL: Submit Milestone Acceptance Form</i>	0 d	0 d	Tue 21/03/17	Tue 21/03/17	0%	0 d	357FF														

Project: ROC R1 REM Data Configuration
 Status Date: NA

Summary Plan  Milestone Plan  Task Plan  Task Progress 
 Summary Progress  Milestone Achieved  Task Plan Critical 

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

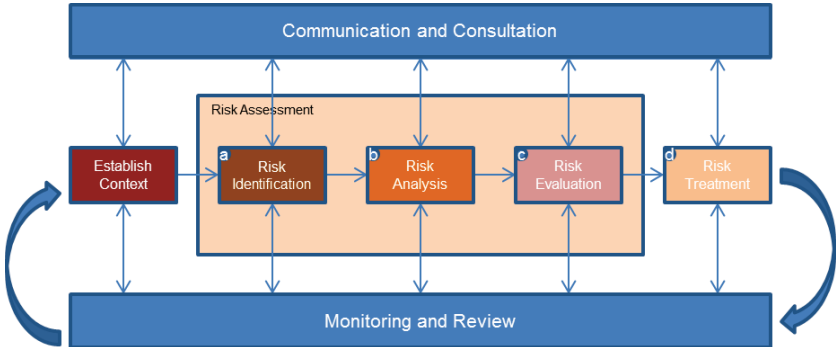


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Appendix E – Milestone Acceptance Form



Appendix E -
Acceptance Form.doc



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible, consulted and informed for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

The following is the draft RACI previously used for the Detailed Design Agreement, less the Agreement and PIPP Deliverables. The Parties acknowledge and agree to retain the RACI for Detailed Design work required for Release 3.

#	Release 1 Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	R	A,R	C
8.	Release 1 Data Technical Analysis Outputs	R	A,R	R
9.	Updated Technology Implementation Strategy	R	A,R	C
10.	Release 1 Technology Implementation Plan (Template)	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Updated Project Management Plan	R	A,R	C
13.	RACI	C	A,R	C
14.	Updated Release 1 Product Gap Analysis	R	A,R	I
15.	Release 1 System Test Plan	R	A,R	C
16.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
17.	Technology Environment Management Strategy	R	A,R	C

18.	Operating Model	R	A,R	R
19.	Draft recommended ROC organisational structure	R	A,R	R
20.	Change Impact Analysis (Release 1)	R	A,R	C
21.	Release 1 Training Needs Analysis	R	A,R	C

	Release 1 Updated Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	C	A,R	C
8.	Release 1 Data Technical Analysis Outputs	C	A,R	R
9.	Technology Implementation Strategy	R	A,R	C
10.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Technology Implementation Plan	R	A,R	C
13.	Updated Project Management Plan	R	A,R	C
14.	RACI	R	A,R	C
15.	Updated Release 1 Product Gap Analysis	R	A,R	C
16.	Release 1 System Test Plan	R	A,R	C
17.	Technology Environment Management Strategy	C	A,R	C

	Release 1 T2 Deliverables	Key Contractor	Contractor	Customer
	R1-T2 Detailed Design Deliverables			
1.	Updated Architecture Specification	R	A,R	C
2.	Updated Functional Specification	R	A,R	C
3.	Updated Requirements Traceability Matrix	R	A,R	C
4.	Updated Integration Specification	R	A,R	C
5.	Updated Product Gap Analysis	R	A,R	C
6.	Updated Interface Design Specification per Interface	C	A,R	C
7.	Updated Non-Functional Design	R	A,R	C
8.	Interface Design Specification per Interface (Draft only, as this will be finalised in the build phase)	C	A,R	C
9.	Updated Data Technical Analysis Outputs	R	A,R	C

10.	RACI	C	A,R	C
11.	R1-T2 Master Test Plan Draft	C	A,R	C
	Release 1 – T2 Build Phase Deliverables			
12.	Interface Design Specification per Interface	C	A,R	C
13.	Updated Architecture Specification	R	A,R	C
14.	Updated Functional Specification	R	A,R	C
15.	Updated Non-Functional Design	R	A,R	C
16.	Updated Integration Specification	R	A,R	C
17.	Updated Data Technical Analysis Outputs	R	A,R	C
18.	Master Test Objective Matrix	R	A,R	C
19.	Updated Technology Implementation Plan	R	A,R	C
20.	Updated Project Management Plan	R	A,R	C
21.	RACI	C	A,R	C
22.	Updated Product Gap Analysis	R	A,R	C
23.	Updated Master Test Plan	C	A,R	C
24.	Updated Requirements Traceability Matrix	R	A,R	C
25.	Updated TIBCO Interface Design Specification	R	A,R	C
	Release 1 – T2 Testing Phase – System Testing Phase for TIBCO and other interfaces			
26.	Detailed Test Plan	C	A,R	C
27.	Test Objective Matrix	C	A,R	C
28.	Test Reporting	C	A,R	C
29.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – System Acceptance Testing			
30.	Test Reporting	R	A,R	C
31.	Test Summary Report	R	A,R	C
	Release 1 – T2 – Testing Deliverables – System Integration Testing			
32.	Detailed Test Plan	C	A,R	C
33.	Test Objective Matrix	C	A,R	C
34.	Test Cases	C	A,R	C
35.	Test Reporting	C	A,R	C
36.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Load and Performance Testing			
37.	Detailed Test Plan	C	A,R	C
38.	Test Objective Matrix	C	A,R	C
39.	Test Cases	C	A, R	C
40.	Work Load Matrix	C	A, R	C
41.	Test Scripts	C	A, R	C

42.	Test Reporting	C	A,R	C
43.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – User Acceptance Testing (UAT)			
44.	Detailed Test Plan	C	A,R	C
45.	Test Objective Matrix	C	A,R	C
46.	Test Cases	C	A,R	C
47.	Test Reporting	C	A,R	C
48.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Enterprise Release Management (ERM) Regression			
49.	Test Objective Matrix	C	A,R	C
50.	Test Reporting	C	A,R	C
51.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Operational Acceptance Training (OAT)			
52.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Security Testing			
53.	Test Recommendation Report	C	A,R	C
	Release 1 – T2 – Release and Deployment Deliverables			
54.	Review Implementation Review Report	R	A,R	C
55.	Handover to Support Plan	C	A,R	C

	Release 1 New Deliverables	Key Contractor	Contractor	Customer
	Build Phase			
1.	Release 1 Technology Implementation Plan	R	A,R	C
2.	Interface Documentation for SIRI	A,R	C	C
3.	Shadow Data Base Documentation	A,R	C	C
4.	Interface Documentation for Notification Functionality (REM)	A,R	C	C
5.	Documentation of the REM Data Model	A,R	I	I
6.	User Manual for Emergency Management Client (EMC)	A,R	I	I
7.	User Manual for Data Management Client (DMC)	A,R	I	I
8.	User Manual for Web Portal	A,R	I	I
9.	User Manual for REM Mobile 2016.R1	A,R	I	I
10.	IMS (REM 2016.R1) Licensed Software	A,R	C	C

11.	Licensed Software (REM Mobile 2016.R1)	A,R	C	C
12.	Data Configuration Work Packages	C	A,R	C
13.	Configuration Validation Results	C	A,R	C
14.	REM Data Configuration Change Management Specification	C	A,R	C
	Release 1 Data Management Deliverables			
15.	Preparation of source data	C	A, R	C, I
16.	Validation and loading of source data	C	A, R	C, I
17.	Development of SQL scripts	C	A, R	C, I
18.	Unit testing of SQL scripts	C	A, R	C, I
	Release 1 Data Profiling Deliverable			
19.	Data Profiling Report	C	A, R	C, I
	Release 1 Data Configuration Deliverables			
20.	System Deliverables 1 - an environment populated with a clean set of configured data	C	A, R	C
21.	System Deliverables 2 - an environment populated with a clean set of configured data	C	A, R	C
	REM Mobile Non-Production Deployment			
22.	REM Mobile Software Update (QR Code deployment)	A, R	I	I
23.	REM Mobile Configuration Process Documentation	A, R	C	C
24.	REM Mobile Deployment Process Documentation	A, R	C	C
25.	REM Mobile Hand-over to support Documentation (handover of non-production processes & procedures)	A, R	C	C
26.	Update of REM Mobile Functional Specification (2016.R1)	A, R	C	I
27.	Update of REM Mobile Test Objective Matrix (2016.R1)	A, R	C	I
28.	Update of REM Mobile User Manual (2016.R1)	A, R	C	I
29.	Update of Requirements Traceability Matrix (2016.R1)	A, R	C	I
	REM & REM Mobile 2016.R2			
30.	REM System/Software Delivery (REM Release 2016.R2)	A, R	C	C
31.	REM System/Software Delivery (REM Mobile 2016.R2)	A, R	C	C
32.	Update of Gap Analysis (REM and REM Mobile Release 2016.R2)	A, R	C	C
33.	Update of Functional Specification (REM and REM Mobile Release 2016.R2)	A, R	C	C
34.	Update of Interface Documentation for SIRI (REM 2016.R2)	A, R	C	C
35.	Interface Documentation for Notification Functionality (REM 2016.R2)	A, R	C	C
36.	Update Documentation of the REM 2016.2 Data Model	A, R	I	I
37.	Update of User Manual for Emergency Management Client (EMC) (REM 2016.R2)	A, R	I	I
38.	Update of User Manual for Data Management Client (DMC) (REM 2016.R2)	A, R	I	I
39.	Update of User Manual for REM Mobile (REM Mobile 2016.R2)	A, R	I	I

40.	Update Requirements Traceability Matrix for REM 2016.R2	A, R	C	C
41.	Test Summary Report for System Test (REM Release 2016.R2)	A, R	I	I
42.	Test Summary Report for System Test (REM Mobile 2016.R2)	A, R	I	I
	Testing Deliverables			
	SAT			
43.	SAT Test Objective Matrix	A,R	C	C
44.	SAT Test Cases	A,R	C	C
45.	SAT Test Summary Report	A,R	C	C
	System Testing for TIBCO and Other Interfaces			
46.	Detailed Test Plan	C	A,R	C
47.	Test Objective Matrix	C	A,R	C
48.	Test Cases	C	A,R	C
49.	Test Reporting	C	A,R	C
50.	Test Summary Report	C	A,R	C
	SIT			
51.	Detailed Test Plan	C	A,R	C
52.	Test Objective Matrix	C	A,R	C
53.	Test Cases	C	A,R	C
54.	Test Reporting	C	A,R	C
55.	Test Summary Report	C	A,R	C
	Load and Performance Testing			
56.	Detailed Test Plan	C	A,R	C
57.	Test Objective Matrix	C	A,R	C
58.	Work Load Matrix	C	A, R	C
59.	Test Scripts	C	A, R	C
60.	Test Reporting	C	A, R	C
61.	Test Summary Report	C	A,R	C
	User Acceptance Testing			
62.	Detailed Test Plan	C	A,R	C
63.	Test Objective Matrix	C	A,R	C
64.	Test Cases	C	A,R	C
65.	Test Reporting	C	A,R	C
66.	Test Summary Report	C	A,R	R
	Enterprise Release Management (ERM) Regression			
67.	Test Objective Matrix	C	A, R	C
68.	Test Reporting	C	A, R	C
69.	Test Summary Report	C	A,R	C
	Operational Acceptance Testing			

70.	Detailed Test Plan	C	C	A,R
71.	Test Objective Matrix	C	C	A,R
72.	Test Cases	C	C	A,R
73.	Test Summary Report	C	C	A,R
	Security and Penetration Testing			
74.	Detailed Test Plan	C	C	A,R
75.	Test Objective Matrix	C	C	A,R
76.	Test Cases	C	C	A,R
77.	Test Summary Report	C	C	A,R
	Cross Stream Testing			
78.	Detailed Test Plan	C	C	A,R
79.	Test Objective Matrix	C	C	A,R
80.	Test Cases	C	C	A,R
81.	Test Summary Report	C	C	A,R
	Deployment Deliverables			
82.	Handover To Support Plan	R	A,R	C
83.	Post Implementation Verification Report	C	A,R	C
	Training			
84.	Train the Trainer Training Material	A,R	C	I
85.	System Administration Train Material	A,R	C	I
86.	Application Administration Training Material	A,R	C	I

#	IMS Remediation Deliverables	Key Contractor	Contractor	Customer
	IMS Remediation – Build Phase Deliverables			
1.	Interface Design Specification per Interface	C	A,R	C
2.	Updated Architecture Specification	R	A,R	C
3.	Updated Functional Specification	R	A,R	C
4.	Updated Non-Functional Design	R	A,R	C
5.	Updated Integration Specification	R	A,R	C
6.	Updated Data Technical Analysis Outputs	R	A,R	C
7.	Updated Master Test Objective Matrix	R	A,R	C
8.	Updated Technology Implementation Plan	R	A,R	C
9.	Updated Project Management Plan	R	A,R	C
10.	Updated RACI	C	A,R	C
11.	Updated System Test Plan	C	A,R	C
12.	Updated Requirements Traceability Matrix	R	A,R	C

IMS Remediation – Testing Phase – System Testing Phase for TIBCO and other interfaces				
13.	Detailed Test Plan	C	A,R	C
14.	Test Objective Matrix	C	A,R	C
15.	Test Cases	C	A,R	C
16.	Test Reporting	C	A,R	C
17.	Test Summary Report	C	A,R	C
IMS Remediation– Testing Deliverables – System Integration Testing				
18.	Detailed Test Plan	C	A,R	C
19.	Test Objective Matrix	C	A,R	C
20.	Test Cases	C	A,R	C
21.	Test Reporting	C	A,R	C
22.	Test Summary Report	C	A,R	C
IMS Remediation – Testing Deliverables – Load and Performance Testing				
23.	Detailed Test Plan	C	A,R	C
24.	Test Objective Matrix	C	A,R	C
25.	Test Cases	C	A,R	C
26.	Work Load Matrix	C	A,R	C
27.	Test Scripts	C	A,R	C
28.	Test Reporting	C	A,R	C
29.	Test Summary Report	C	A,R	C

#	MDAM Feasibility Deliverable	Key Contractor	Contractor	Customer
1.	Mobile Device Application Management Whitepaper	R	A,R	C

Appendix G – Acceptance Criteria

1. Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

2. Acceptance Criteria for Document Deliverables

2.1. Standard List of Approval Criteria

2.1.1. The Acceptance Criteria for all document Deliverables are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase or as agreed after the Project Preparation Phase (if applicable);
- b) that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (of this PIPP, where stated);
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Deliverable;
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/Contractor workshops.

2.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

2.1.3. AAD for a document that is a Deliverable occurs when that document is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

3. Approval Criteria for other Deliverables

3.1.1. The Acceptance Criteria for Deliverables other than document Deliverables are the acceptance criteria for those Deliverables as set out in the Deliverables developed in the relevant Detailed Design Phase for that Deliverable, or any other criteria that may be necessary to demonstrate that the Deliverable meets the Requirements.

Appendix H – Testing Baseline

See embedded document: ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)



ROC-BCT-SG-0001
v2.0_ROC Program Test Management Framework_(Approved)



Rail Operations Centre Program Test Management Framework

Program Management Document Control

Project or Program	Rail Operations Centre (ROC)
---------------------------	------------------------------

Document Ownership Information

TRIM#

Capital Register ID	3141.02	
Sponsor	Howard Collins, Chief Executive	Sydney Trains
Sponsor's Delegate	TBC	Future Network Delivery Directorate
Program Director	Matt McInnes, ROC Program Director	Future Network Delivery Directorate

Document Name and Version Control

(Circulated versions only)



Document Name & Location		<u>ROC-BCT-SG-0001 v2.0 ROC Program Test Management Framework (Approved)</u>	
Version	Date	Author	Reason for Issue / Changes Included
v0.1	12 Dec 2014	Simon Baker	Initial draft for internal program review
V0.2	13 Jan 2015	Simon Baker	Updated with feedback from internal Program review
V1.0	15 Jan 2015	Simon Baker	Updated with feedback from Stefano Bianchini for distribution to technology vendors participating in HLSD
V1.1	27 Nov 2015	Simon Baker	Updated for internal Program review
V1.2	6 Mar 2016	Simon Baker	Updated with feedback from internal Program review and reissued for internal Program endorsement
V1.3	23 Mar 2016	Simon Baker	Version internally endorsed by the Program. Shared with external Program stakeholders for review
V2.0	15 April 2016	Simon Baker	Updated with feedback from external Program stakeholder review and reissued for external Program stakeholder endorsement

Document Approvals, Endorsements and Distribution






Stakeholders are requested to approve/endorse this document as an agreed ROC Program Test Management Framework baseline as at ROC Release 1, Gate 2. That is, the document outlines a Test Management Framework which is appropriate for the ROC Program and upon which subsequent, more detailed test planning documentation should be based. In the event thinking in relation to the Test Management Framework changes in a material way throughout the life of the ROC Program, this document will be iterated and redistributed for review, approval/endorsement to provide an updated baseline.

Note – Resources named below are requested to share this document within their domain(s) as required. This document may need to be socialised with new vendors engaged on the ROC Program after it has been baselined for ROC Release 1, Gate 2.

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Glossary of Terms and Abbreviations

Term/Abbreviation	Description
AEO	Authorised Engineering Organisations
ASA	Asset Standards Authority
BAFO	Best and Final Offer
BAU	Business As Usual
BCP	Business Continuity Plan
CAB	Change Approval Board
CIMS	Customer Information Management System
CMP	Configuration Management Plan
COTS	Configurable Off The Shelf
DRICA-SBA	Register of Dependencies, Risks, Issues, Changes, Actions, Scope, Benefits & Assumptions
DTP	Detailed Test Plan
DTTS	'Day of Operations' Train Timetabling System
E2E	End To End
ERM	Enterprise Release Management
HLSD	High Level Solution Design
HP ALM	HP Application Lifecycle Management
IAP	Infrastructure Assurance Plan
REM	Incident Management System
L&P	Load & Performance
NFR	Non-Functional Requirement
ONRSR	Office of the National Rail Safety Regulator
OVDS	Operational Visual Display System
PCR	Program Change Request
PCE	Phase Containment Effectiveness
PEFM	Project Execution Framework Methodology. PEFm (TfNSW) templates are used in Sydney Trains IT as the Technology layer (System Development Lifecycle) for IT projects or projects with an IT component
PIV	Post Implementation Verification
PMLC	Project Management Life Cycle. PMLC (Sydney Trains) templates must be used when seeking Capital funding approval through the establishment of business cases to analyse, justify, track and report on costs and benefits for the investment of Sydney Train projects.
Program	ROC Program
PT	Performance Testing
QAS	Quality Assurance Services
QTP	Quick Test Professional
RfP	Request for Proposal
RMP	Requirements Management Plan
RMC	Rail Management Centre
ROC	Rail Operations Centre
ROC Solution	The baseline ROC Solution Design defines the ROC Solution Scope of delivery for technology, people and process, and infrastructure to achieve the desired program outcomes and to realise the end benefits in accordance with the business and stakeholder expectations.

Term/Abbreviation	Description
RQA	Requirements Quality Assurance
SAPF	Systems Assurance & Planning Framework
SIT	System Integration Testing
SME	Subject Matter Expert
SoW	Statement of Work
ST	System Testing
T&C	Transformation & Change
Test Cycle	Test execution for a phase is divided into Test Cycles. Each Cycle of execution will have an agreed number of test cases which will be executed during the cycle within the specified duration of the phase.
TEMS	Technology Environment Management Strategy
TfNSW	Transport for NSW
TID	Technical Infrastructure Design
TOM	Test Objectives Matrix
TSR	Test Summary Report
UAT	User Acceptance Testing
UI	User Interface
UT	Unit Testing

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1 Executive Summary

This document positions the ROC Program Test Management Framework within the high level context of the ROC Program:

- Solution
- Team structure
- Release Strategy
- Systems Assurance and Planning Framework (SAPF)

The ROC Program solution will include the following components:

- New technology systems, integrated with existing technologies
- New ways of working including new Business processes and organisational structure
- New infrastructure including property and operational technology systems

All these components must ultimately combine to form a ROC Solution which can be demonstrated to be safe, complete, correct and fit for purpose. While the Program has been structured into delivery streams, with this outcome in mind it follows stream deliverables should be produced in the context of the final solution from requirements, through to design, build, testing and acceptance.

The SAPF is a series of plans which outline how assurance will be applied across the ROC Program. Verification and Validation (V&V) is one of many methods by which the ROC Program will assure deliverables. Testing is a sub-set of V&V and as such is an important element of the ROC Program's overall assurance strategy.

This document outlines how ROC Program testing will be delivered and fit within the wider Program approach to V&V and the SAPF.

The ROC Program Test Management Framework reflects the ROC Program Team structure. Within streams, components of the solution should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components. This pattern will continue until stream deliverables are brought together and the solution tested as a whole.

Progressive assurance and testing will help build both the Business and Program confidence required to implement the solution into Business operations and 'go-live'.

2 Introduction

2.1 ROC Overview

The Rail Operations Centre (ROC) is a Sydney Trains led program seeking to improve management of 'day of operations' activities and improve the delivery of services for Sydney Trains, NSW Trains and their customers via the delivery of:

- Infrastructure: a new ROC building
- People: co-location of 'day of operations' functions into the ROC
- Technology: four new system capabilities
- Processes: new improved ways of working enabled by all of the above

2.2 ROC Vision

The ROC Program supports the strategy of Transport for New South Wales (TfNSW), Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of "putting the customer at the heart of everything we do".

Better coordination, communication, and management will be achieved through the ROC, which will co-locate teams and transform the processes, systems, and communications for 'day of operations' functions. This co-location is expected to include computer based signalling locations, train control, security, customer information, fleet management, asset monitoring and incident response functions.

The transformation will deliver consistent, accurate, timely and up to date information to customers about delays and enable faster incident resolution and service recovery. It will provide the operational management of the Sydney Trains network with a highly coordinated customer focus and will support the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy and future business model changes.

2.3 ROC Program Delivery Structure

Given the complexity of the ROC Program a robust governance structure is required. The ROC Program has been set up with an organisational structure which aims to:

- Ensure appropriate oversight of the program's continual performance
- Enable effective and informed decision making from stakeholders outside of the delivery structure.

Program delivery has been organised into five streams, with overarching program management governance:

- Infrastructure - delivery of the physical building and its supporting infrastructure
- Technology - delivery of the four new core systems and integration into existing systems
- Transformation and Change - new ROC processes, people and organisational structures
- Solution Integration - program assurance and delivery of program benefits within acceptable risk tolerance
- Business Continuity & Program Testing - delivery of Business Continuity capability and Cross Stream Testing

The early phases of the technology program have been broken up as follows:

- High Level Design – A period of approximately five weeks commencing in early January 2015 in which two consortiums of vendor(s) worked with the ROC Program to develop parallel High Level Solution Designs (HLSD) and a BAFOs, among other deliverables

- Detailed Design – Following the parallel High Level Design Phase technology vendor(s) were down selected to participate in the Detailed Design Phase

2.4 ROC Technology Systems

The ROC 'day of operations' model will be supported by four new technology systems, integrated with each other and into the existing Sydney trains technology environment:

- 'Day of Operations' Train Timetabling System (DTTS) - Provides computerised support for monitoring services and managing service disruptions.
- Incident Management System (REM) - Provides computerised support for identification of incidents, assignment of priority, allocation of pre-planned workflows, tracking of progress, escalation and reporting.
- Customer Information Management System (CIMS) - Provides a single source of truth for customer information and the co-ordinated distribution of planned service details as well as service disruption information over multiple channels.
- Operational Visual Display System (OVDS) - Provides an integrated monitoring capability. It supports the creation of virtual walls containing the output from multiple source systems.

In addition to meeting the business needs and capabilities of the ROC, the new systems will also support international transport-based integration standards and allow for future expansion into computer based traffic management.

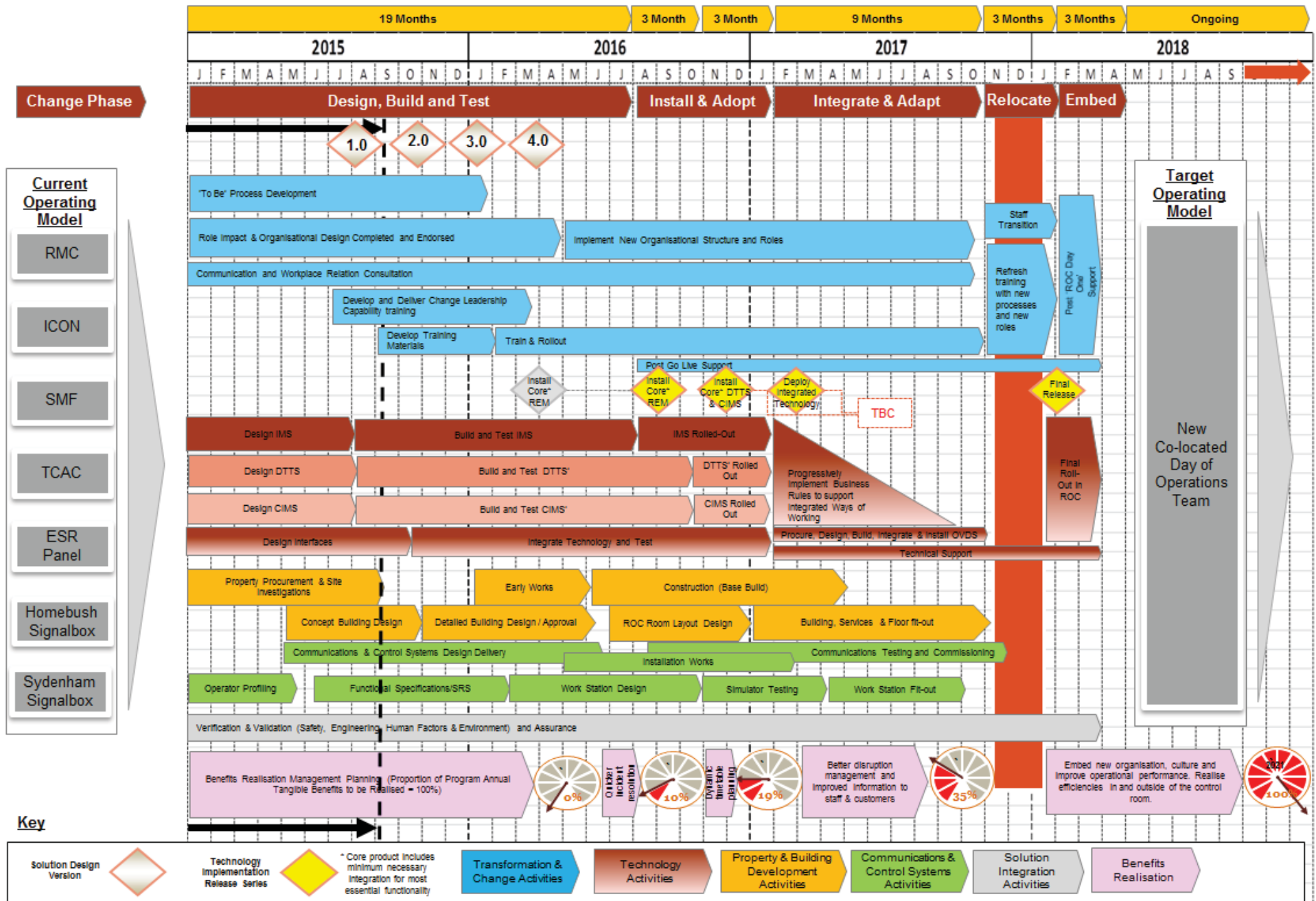
The first three of these four systems capabilities listed above are described as sub projects in the context of the ROC technology procurement process. These three sub projects and a Systems Integrator role formed the scope of the ROC Technology Request for Proposal (RfP).

2.5 ROC Program Principles

The following principles underpin the technology program design and implementation approach:

- The overarching philosophy of the technology program is to "Buy not Build" technology capability to meet the identified business needs
- New technology systems to be introduced will be 'off the shelf' to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to 'out of the box' as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies
- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit, the level and rate of impact on affected users
- The program will avoid a "big-bang" implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided business benefits associated with the new technology can be realised

These Principles are reflected in the sample ROC Implementation Roadmap shown on the following page. The roadmap is expected to evolve over the life of the Program. An update to the roadmap will not necessarily trigger a reissue of the Program Test Management Framework.



2.6 ROC Program Releases

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases:

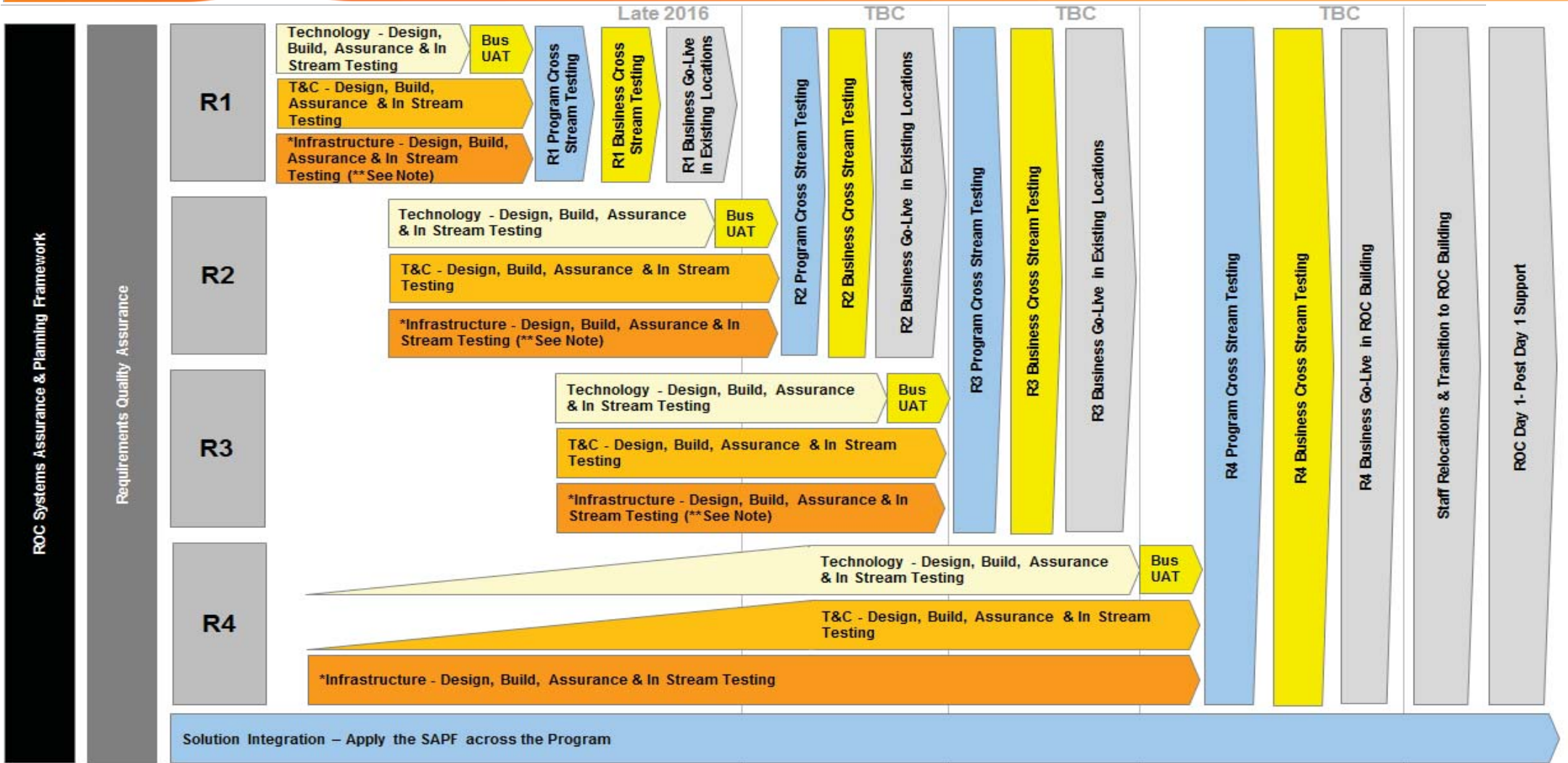
Release	Timing	Description
Release 1	Late 2016	A new incident management system to help staff who work in supporting the moving or controlling of trains to communicate, collaborate and resolve incidents faster, providing a better service to customers. The system will facilitate the resolution of incidents in real time.
Release 2	Mid 2017	A new 'day of operations' timetabling system to support train controllers in planning to recover service from a disruption. A new customer information system to provide a single source of information for service line status and service alerts for all customer and staff channels, including mobile apps, websites, Station Passenger Information screens and Variable Message Screens.
Release 3	Late 2017	Incident management, timetable changes and customer information is fully integrated with existing systems and alerts. Incidents and timetable changes are linked to customer information providing real time information.
Release 4	First Half 2018	Progressively move business functions into new ROC building.

2.7 ROC Program Test Principles

To support the ROC Program principles, wherever possible the following test principles will be applied throughout the Program:

- ROC Testing should align to Program Schedule milestones and support the Program Implementation Strategy
- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components
- Where solution components derived from requirements are tested, traceability of tests to requirements and test coverage of requirements should both be demonstrable
- Test phases will build on previous test phases to help assure the final solution delivered is safe, complete, correct and fit for purpose
- A risk based approach will be applied to testing. Test cases should be prioritised into essential, high, medium and low based on risk and be executed in priority order so far as it is feasible to do so
- For applicable test phases, Program testing should occur prior to business testing. Benefits of this approach include:
 - Using professional testers to identify defects prior to business testing will reduce business resource 'testing fatigue'
 - Build Program confidence prior to business exposure
 - Duration and iterations of business testing should be reduced
 - Business resources initial experience is positive
 - Positive word of mouth from Business testers back to their teams
- Any elements of the ROC solution(s) which are to be implemented into current operating locations should be 'Cross-Stream' tested to demonstrate the ROC solution including technology, processes, roles and infrastructure is safe, complete, correct and fit for purpose prior to implementation into business operations
- The ROC solution including technology, processes, roles and infrastructure should be 'Cross-Stream' tested from the new ROC building to demonstrate the solution is safe, complete, correct and fit for purpose prior to day one of operations
- Testing for each Release will conclude at the completion of Cross-Stream testing
- Any Business readiness activities conducted after Cross-Stream testing are not test phases. The intent of these activities will be to confirm business readiness rather than identify and resolve defects
- Program testing should include an approach to monitor and log variances in technology network performance between different sites (RMC, ICON, SMF, ROC Technology Test Lab, Belmore, ROC Building and Signal Boxes) which may adversely impact operational performance
- Test delivery should be planned so as to not compromise the organisation's ability to manage the 'day of operations'

These Principles should be applied to all major and minor releases delivered by the ROC Program as appropriate, are reflected in the ROC Program Test Management Framework Overview Diagram shown below and are referenced throughout this document.



Stream deliverables to be designed, built, assured and/or tested include but may not be limited to:

<p>Technology</p> <ul style="list-style-type: none"> - IMS - DTTS - CIMS - OVDS - Existing Application Changes - Integration - DR 	<p>Transformation & Change</p> <ul style="list-style-type: none"> - Current Processes - Future Processes - Interim/DR Processes - IR/OD Strategy - Role Definitions - Workload Baseline & Assessment - Procedures - Work Instructions - SME Training Dev & Delivery - End User Technical Training Dev & Delivery - End User Behavioural Training Dev & Delivery 	<p>Infrastructure</p> <ul style="list-style-type: none"> - Property - Control Room Floor - Support Spaces - Facilities - Control Systems - Services - Utilities - DR 	<p>* In Stream Infrastructure testing will comply with Australian Standards, Sydney Trains &/or TfNSW Engineering specifications & processes in order to achieve required certification and /or regulatory compliance.</p> <p>**Note - It remains to be seen whether the Infrastructure stream will deliver any solution components for R1, R2 or R3.</p>	<p>Business Continuity & Program Testing</p> <ul style="list-style-type: none"> - Program Test Management Framework - Program BCP Strategy 	<p>Solution Integration</p> <ul style="list-style-type: none"> - Program Roadmap - Program Safety Change Plan - Program Requirements Integration Plan - Program Integrated Configuration Plan - Program Quality Assurance Plan <p>Note - Dates are based on draft v3 of the Program Roadmap, which may be subject to change</p>
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ROC Program Test Management Framework

2.8 Stakeholder Resource Involvement

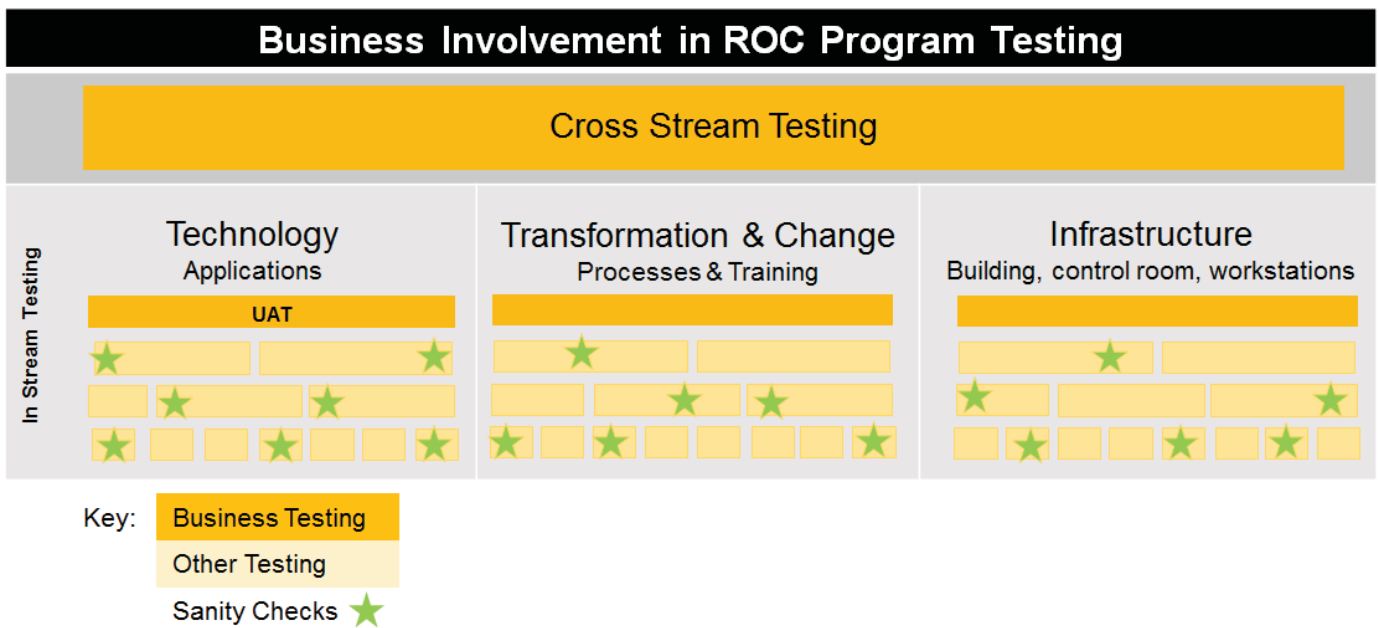
The testing of ROC Program solution components is expected to occur in layers in line with the ROC Program test principle restated below:

- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components

From a testing perspective it is anticipated stakeholders will be involved in a number of ways including:

- Review and approval of Test Planning documentation and artefacts
- Informal engagement and involvement in sanity checking the proposed solution throughout design, build and testing
- Formal participation in User Acceptance Testing
- Formal participation in Cross Stream Testing

This participation is illustrated in the diagram below:



3 Background

3.1 ROC Program Systems Engineering Approach

The scope and complexity of the ROC Program creates a broad range of conditions and contexts each ROC stream will operate within. The Program has adopted a systems engineering approach to address this challenge, with each delivery stream applying lower level methodologies as appropriate:

- The Infrastructure stream has adopted a systems engineering framework.
- The Technology stream utilises a systems architecture based practice (PEFM), however this methodology is domain specific and additional linking concepts have had to be established to enable traceability between Technology systems architecture and other streams.
- The Transformation and Change and Program Management Office requirement sets are not typically expressed in architectural terms. To manage this disconnect, new concepts and interfaces have been established to represent the artefacts produced in these streams within an architectural framework that is compatible with their respective methodologies.

The overarching systems engineering approach will assure the validity and quality of the total ROC Solution and is currently reflected in:

- The ROC Component Model
- The ROC Service Delivery Design Blueprint
- The ROC Systems Assurance and Planning Framework

3.2 The ROC Component Model

The ROC solution can be thought of as an integrated set of components being developed and delivered by streams of the ROC Program. The solution, along with interfaces and dependencies between components are described within the ROC Solution Design.

As streams develop components of the solution they will maintain consistency with the broader ROC Solution by ensuring components accurately cross reference any dependent components from within their own stream or another stream.

The ROC Component Model is represented by Figure 1 on the following page and described in more detail within the ROC Service Delivery Design Blueprint.

Delivery

Support

Infrastructure

Technology

T & C

Soln Integn

Change Visibility

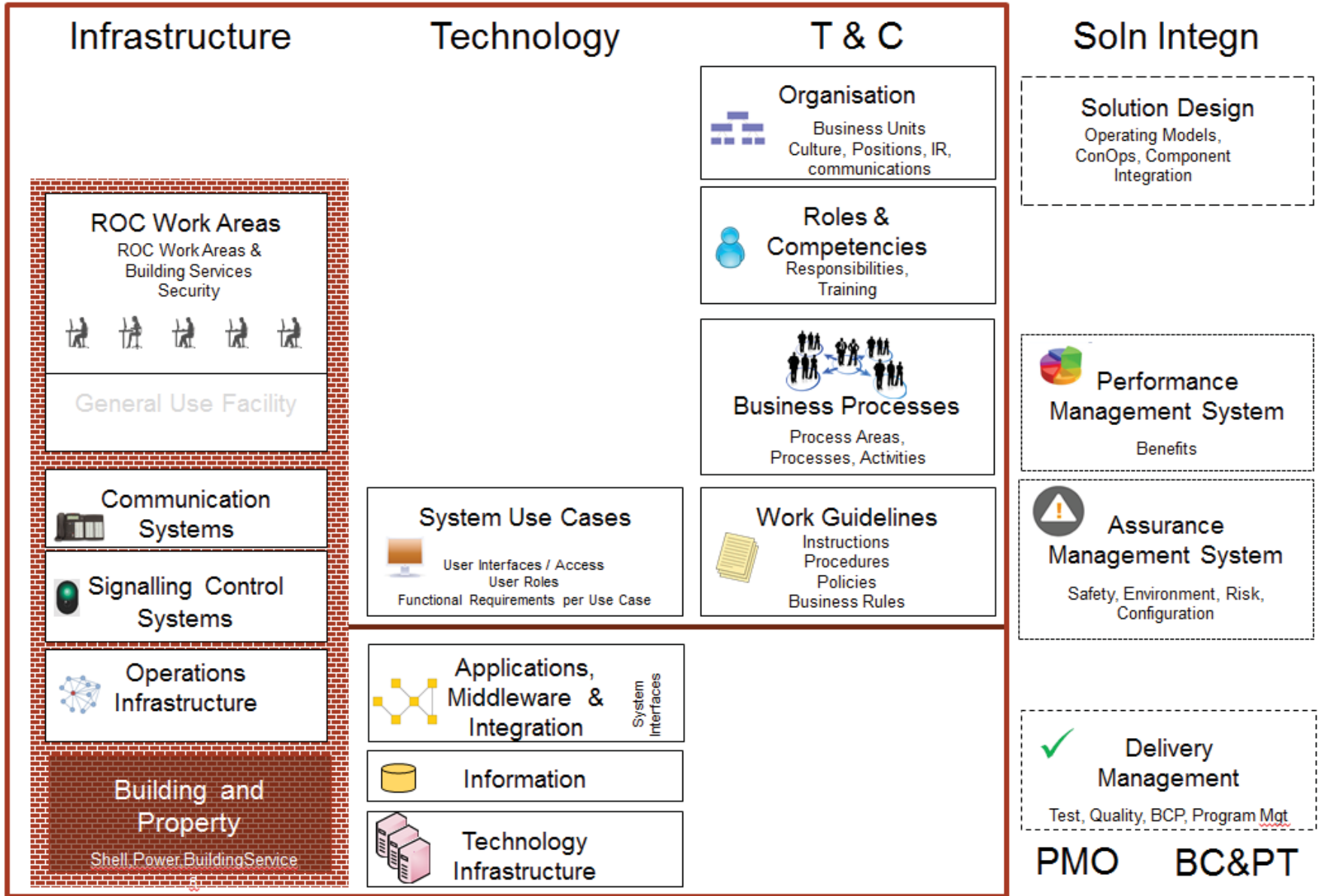


Figure 1

3.3 The ROC Service Delivery Design Blueprint

The ROC Service Delivery Design Blueprint will define a detailed logical design of the targeted solution and end state.

It establishes a holistic architecture which includes references to the types of requirements and deliverables/components of each program stream, as well as the relationships and interfaces between them.

The blueprint can be used to logically test the end to end traceability and completeness of the ROC Solution. It provides assurance components both satisfy stream requirements and also support the integrity of the ROC Program Solution as a whole. The tool allows the ROC Program to monitor key dependencies and align program activities. The blueprint includes:

- Organisational structure - roles, positions, responsibilities, accountabilities, competencies and training
- Decision support requirements - system use cases, end user acceptance testing, overall fitness for purpose
- Infrastructure - control systems and facilities design
- Stakeholder communication and governance
- Compliance and safety, legislation, policy, procedures and work instructions
- Benefits realisation

Another key benefit of this holistic architecture is that it can enable logical testing of a range of different future state scenarios (e.g. performers playing new roles, using new business processes and systems, operating from new facilities).

The service delivery design blueprint may evolve throughout the Program lifecycle. The current version is represented by Figure 2 on the following page.

ROC Program Test Management Framework

3.4 The ROC Systems Assurance and Planning Framework

While the ROC Service Delivery Design Blueprint gives the Program a detailed conceptual picture of the overall solution and targeted end state, the ROC Systems Assurance and Planning Framework (SAPF) informs the Program as to how the blueprint will be implemented.

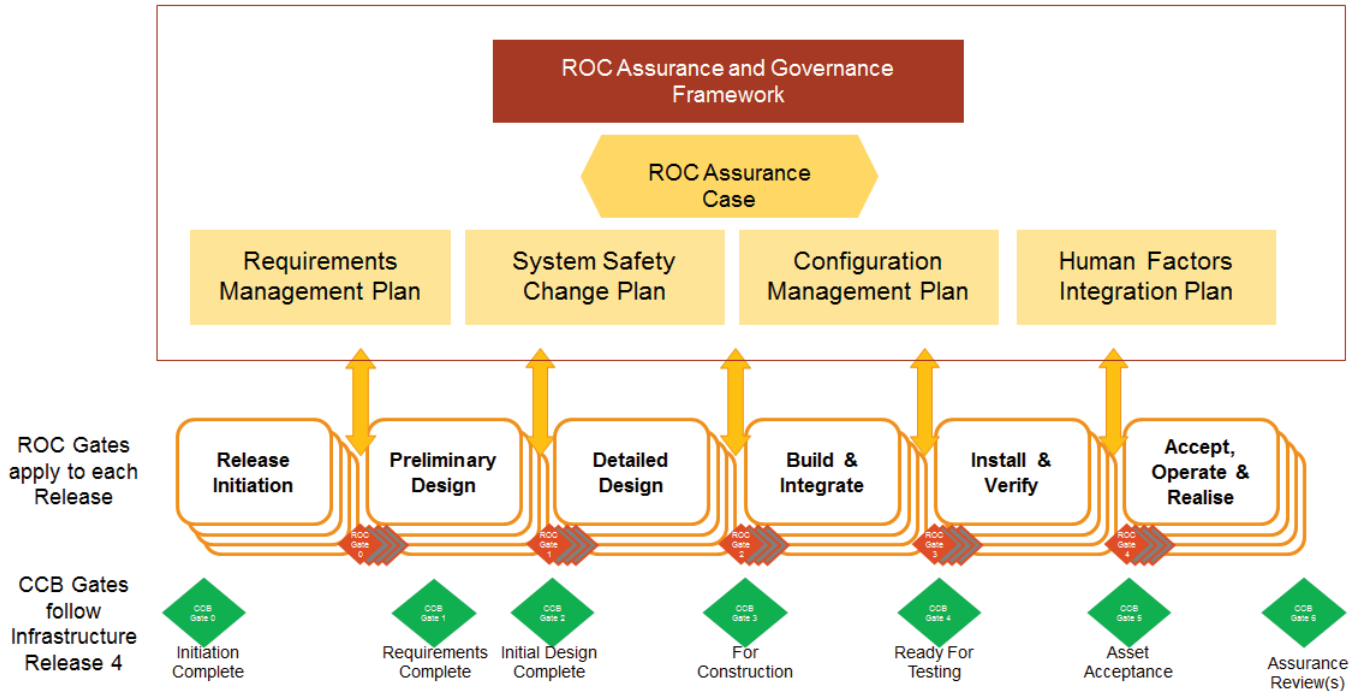
The SAPF is made up of a number of plans including:

- Assurance & Governance Plan
- Requirements Management Plan (RMP)
- Configuration Management Plan (CMP)
- System Safety (Safety Change) Plan
- Human Factors Integration Plan

The SAPF will provide the framework around systems assurance and planning for the ROC Program, helping ensure delivery of the blueprint is compatible with the needs of Program requirements traceability management.

The framework may also include any other plans which will enable the ROC Program to demonstrate assurance to governance bodies and acceptance authorities. Two additional documents which will be produced to supplement the SAPF are the ROC Program Verification & Validation Plan and the ROC Program Test Management Framework (this document).

A conceptual diagram which represents the current, agreed version of the SAPF is presented below.



3.5 ROC Program Phases and Gates

To deliver an integrated Program the ROC will need to blend traditional program management approaches with the following assurance approaches:

- Transport ASA CMAAC gates for Asset Integrity
- Sydney Trains Engineering and System Integrity CCB Hierarchy
- PMLC / PEFM
- Finance Approvals Process
- Managing Successful Programs / Prince2
- The Open Group architecture development method (TOGAF)
- Defence Capability Development (MODAF, DODAF, AUSDAF)

The ROC Program is proposing a set of consistent Phases and Gates which align with external compliance gates as outlined in the diagram below:

Program Delivery Phases & Indicative Deliverables

Program Establishment

Business Case, Business Requirements Specification, Concept of Operations, Current/Future Processes L1-3, Business Changes, Benefits [CMAAC 0]

Program Initiation

System Capabilities (High Level Requirements), Infrastructure SRS, Major System Option Evaluations (vendor qualification), Infrastructure Options, Roadmap / Release Strategy, Systems Assurance Plan, Assurance Case, Current Processes L1-4 [CMAAC 1]

Release Initiation

Establish Release Strategy, High Level Scope and Assumptions, Establish Release Working Group

ROC Gate 0

Preliminary Design

Release specific scope: business requirements (in scope), high level requirements (in scope), IT architecture design, current processes in scope, organisation, infrastructure elements, assurance case level 1-3
 Design: Future state process patterns, organisation design principles
 Detailed design plans for all detail design artefacts

ROC Gate 1

Detailed Design

Developing detailed requirements & design to build: functional reqs, system use cases, interfaces, architectures, sub system SRS, architect designs, future state process level 4, org design & change plan, role definitions, positions, competencies, test scenarios, assurance case L4, assurance scenarios
 Detailed plans for all Build & Integrate artefacts including training plan, test plan...

ROC Gate 2

Build & Integrate

Build and integrate systems, build human performance capability, build facilities
 Position definitions, establishment, IR, Procedure writing, Provide training to build competency, Workflow config, Unit, System, Integrated, test
 Detailed plans for all Install & Verify artefacts including E2E test verification, safety assurance verification...

ROC Gate 3

Install & Verify

Capabilities are available in the live environment (including DR and BCP) but are not in use
 Final verification and assurance, acceptance by external compliance stakeholders

ROC Gate 4

Accept, Operate & Realise

Business accepts into service, operational usage commences - people performing new jobs, major systems being used, hand off to BAU, cumulative performance and benefits tracking

Program Close

Conclude benefits tracking, full BAU hand over for operations and maintenance

Per Release

ROC Program Test Management Framework

3.6 ROC Program Verification & Validation

Verification and Validation (V&V) will be applied across a number of ROC Program deliverables. In the context of the SAPF and the ROC Program V&V Plan, there will be many methods by which the Program will assure the quality of deliverables including:

- Documentation review and sign off
- Engineering certification
- Regulatory and legislative compliance
- Various types of testing and test phases
- Combinations of the assurance methods listed above

In the context of the wider Systems Engineering approach, ROC Program testing will be one method by which the Program will:

- Assure the solution and end state delivered are safe, complete, correct and fit for purpose
- Assure Sydney Trains is adequately prepared for the implementation of the solution (or elements of the solution) into business operations

The focus of the ROC Program Test Management Framework is the sub-set of Program deliverables which will be assured by testing.

The ROC Program V&V Plan will:

- Reflect the stream deliverables to be assured in line with the SAPF
- Propose the method by which each deliverable will be assured

Just as the SAPF overarches the ROC Program V&V Plan, the Program Test Management Framework overarches In-Stream and Cross-Stream testing. Where a deliverable is to be assured by testing, it is expected the types of test planning documentation illustrated in the table below will be produced.

ROC System Assurance & Planning Framework		
ROC Program Verification & Validation Plan		
ROC Program Test Management Framework		
Technology Test Strategy	At the time of writing no T&C deliverables have been identified which will be assured by in-stream testing	Infrastructure Test Strategy
Technology Release Test Plans		Infrastructure Sub-Stream Test Plans
Technology Detailed Test Plans		Infrastructure Detailed Test Plans
Technology Test Summary Reports		Infrastructure Test Results
Technology Test Artefacts		Infrastructure Test Artefacts
Cross Stream Test Strategy		
Cross Stream Detailed Test Plans		
Cross Stream Test Summary Reports		
Cross Stream Test Artefacts		

3.7 Test Documentation and Artefact Deliverables

Further to this Program Test Management Framework, for deliverables which will be assured by testing it is expected the following types of documentation and artefacts may be produced:

Deliverable	Deliverable Description	Deliverable Type & Approval Method
Test Strategy	Test Strategy documents apply to the Program and should align to the Program Test Management Framework. The strategy details the overall testing scope, approach, tools, environments, test management procedures, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream. These elements should combine to outline a test strategy which will provide objective evidence the new or changed service meets stakeholder requirements.	Document - Review & Approval
Master Test Plan (MTP)	Master Test Plans apply to a Release and should align to the Program Test Management Framework and the Test Strategy. For each Release the Master Test Plan details the testing scope, approach, tools, environments, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream.	Document - Review & Approval
Detailed Test Plans (DTP)	DTP's should be produced for each test phase and align to the Test Strategy and Master Test Plan. They provide details around the schedule, scope, approach and technical considerations. The DTP identifies resource requirements, communicates roles and responsibilities and articulates the time frames tasks need to be performed within. Any deviation from the Test Strategy or MTP should be highlighted in the DTP.	Document - Review & Approval
Test Objectives Matrix (TOM)	Test objectives can be derived from the business, functional and/or system requirements depending on the test phase. Test Objectives must be mapped to Requirements Traceability Matrix (RTM) for traceability and to demonstrate coverage of requirements. The Test objectives describe "what is to be tested".	Document - Review & Approval
Test Cases	The scenarios to be executed during testing. Test cases are derived from and should cover of the test objectives, including both positive and negative scenarios. Test cases include details around 'how' the testing will be executed in order to meet the test objective(s). They should be written at a level that takes into account the experience of the tester and the risk level of the test. Existing artefacts should be leveraged wherever possible when preparing test cases.	Document - Review & Approval
Test Results	Specific test results, like screenshots, application reports & logs required in order to verify the execution outcome of a test case. Test results will be produced for each test case executed and be stored in HP ALM, including pass/fail status.	Artefact – Approved via Review & Approval of the TSR
Defects	Each defect identified during testing will be documented in the HP ALM defect Management system, where progress and resolution will be tracked.	Artefact – Approved via Review & Approval of the TSR
Periodic Status Reports	Regular reports which outline test status, progress, major issues, resource issues and any schedule impacts. The test statistics and analysis support daily management and evaluation of test status and corrective action where required in order to meet milestone delivery dates.	Artefact –Review & Approval not required
Test Summary Report (TSR)	A report produced at the conclusion of a test phase to summarise test results measured against the test exit criteria for the test phase.	Document - Review & Approval
Automation Test Suites	Suite(s) of automation test scripts. Creation commences during System Integration Testing for reuse in subsequent integration test phases	Artefact – Approved via Review & Approval

4 Document Information

4.1 Document Evolution

In January 2015 representatives from within the ROC Program agreed an interim version of this document (v1.0) was fit to inform technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early, high level view of the test framework which will be applied to the ROC Program. Vendor(s) required a clear understanding of their responsibilities in relation to testing in order to produce a Best and Final Offer (BAFO) early in 2015. The BAFO was one of a number of deliverables vendor(s) produced during High Level Design and was an important input in the context of Sydney Trains technology vendor evaluation and selection criteria.

This next iteration has been produced to:

- Reflect the evolution in thinking related to the Program Test Management Framework between January 2015 and January 2016
- Align with ROC Release 1, Gate 2 deliverables
- For internal and external Program stakeholder review and approval to provide an agreed Program baseline

This document may need to be updated within the lifecycle of the ROC Program if thinking around the Program Test Management Framework evolves in a material way. An outline of the evolution the document has been through and may go through in the future is outlined below:

- V0.1 – First draft internally reviewed by the ROC Program team
- V1.0 – Document updated with feedback from the review of v0.1. Agreed interim version was issued to inform technology vendors at the commencement of the program High Level Design Phase
- V1.1 – Document updated for Release 1, Gate 2 milestone and internally reviewed by the ROC Program team
- V1.2 - Document updated with feedback from the review of v1.1 and distributed for internal Program endorsement
- V1.3 - Document distributed for external stakeholder review
- V2.0 – Document updated with feedback from external stakeholder review and distributed for endorsement/approval by internal and external Program stakeholders to provide an agreed baseline

This approved baseline would then be subject to change control. If thinking around the Program Test Management Framework evolves in a material way as the program moves through the Design and Delivery Phases, further iterations of this document may be produced for review and approval.

If updates are required, a new version of the document will be formally issued to stakeholders both internal and external to the ROC Program for review and feedback. The document would then be updated based on feedback from the review and reissued for formal sign off to provide a new agreed baseline. At any point in time the approved ROC Program Test Management Framework should serve as a reference for subsequent, more detailed testing documentation which will be produced by the Program.

4.2 Document Purpose

This document provides a high level view of the in-stream testing to be performed within each Program delivery stream. It also outlines how these tested components will be brought together for cross-stream testing to verify the E2E ROC solution at a Program level.

Producing the second iteration of this document for the Release 1, Gate 2 milestone limits the level of detail which can be included as the following types of information may not be fully defined:

- Implementation and Support Contracts with selected technology vendor(s)
- Outputs of the Program Detailed Design phase(s)
- Data Architecture
- ROC Program BCP Strategy
- Program Implementation Plans and Release Management Strategy
- Program Test Environment Management Plan

Despite these limitations, there are a number of benefits in developing a second iteration of the Program Test Management Framework for Release 1, Gate 2 including:

- Providing Program stakeholders with an early, high level view of how ROC Program components will be tested in order to gain high level agreement around the Program Test Management Framework
- Establish an agreed framework around test approach, language and guidelines upon which subsequent, more detailed testing documentation will be based
- Define test management and governance procedures and controls for the ROC Program

Given the different disciplines in play across the ROC Program it is unlikely a 'one size fits all' approach to testing will be appropriate. It is not the intention of this document to be prescriptive or mandate a specific approach across the entire Program. This framework should be applied to Program Testing where it is appropriate to do so. Accepted approaches from different domains and disciplines can be integrated into this framework as required.

Note - In the event of any inconsistencies between this document and the contract(s) with Program vendor(s), the terms of the contract(s) shall prevail to the extent of the inconsistency.

4.3 Document Scope

This document will provide a high level view of the testing required in order to gain acceptance to implement Releases of the ROC Program solution into Business operations.

Required activities which occur as part of the implementation/deployment process or post operational go-live will be within the scope of the ROC Program, but outside the scope of this document. Examples include:

- Post Implementation Verification (PIV) is an activity undertaken as a step in the Production Implementation Plan to verify technology system(s) have been successfully deployed to the Production environment, are ready for business operations to 'go-live' and deployment roll back is not required. PIV will be detailed within implementation documentation
- Handover and acceptance of technology application maintenance and support to Team(s) within Sydney Trains

4.4 Intended Audience

The ROC Program Test Management Framework has a broad audience including:

- The ROC Program Team
- ROC Program vendor(s)
- Impacted areas and stakeholders within Sydney Trains
- Impacted areas and stakeholders outside Sydney Trains
- Interdependent Programs

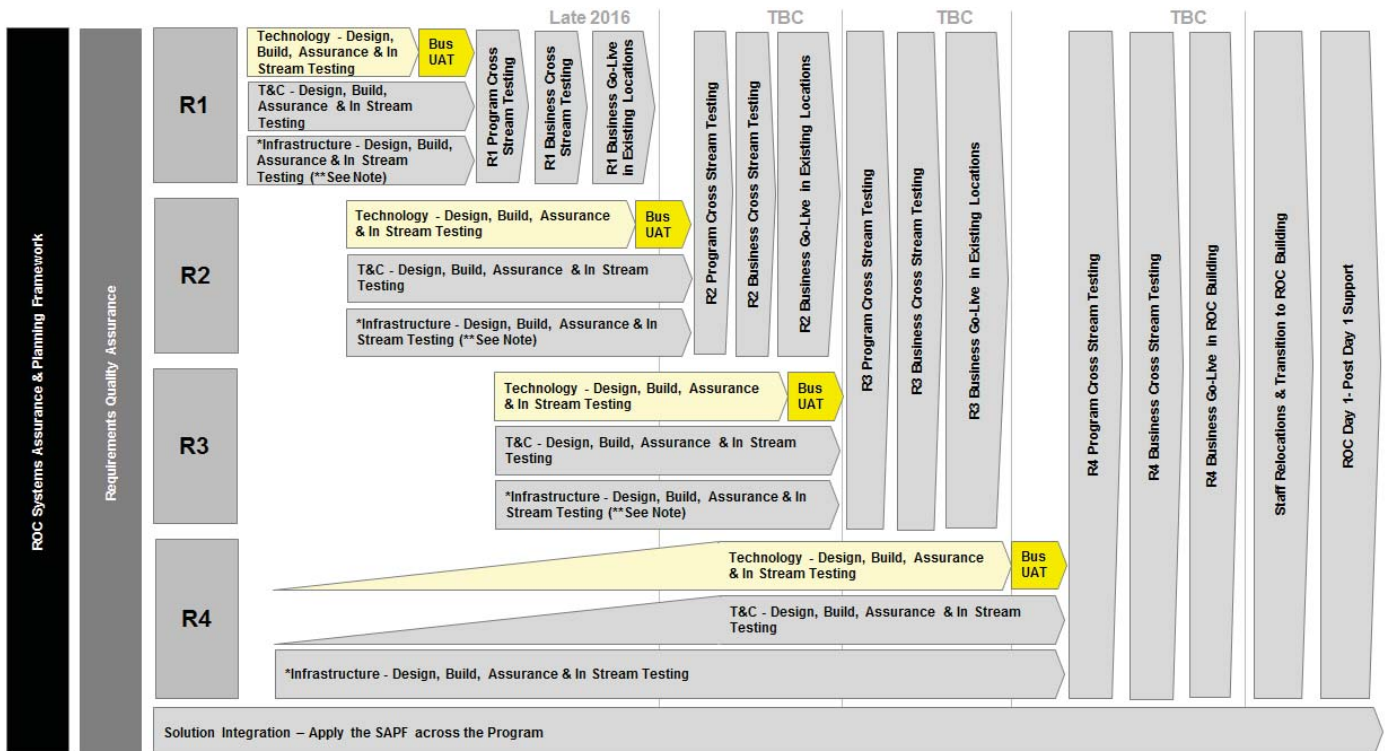
This audience and their respective roles and responsibilities are outlined in the 'Document Approvals, Endorsement and Distribution' section of this document.

ROC Program Test Management Framework

5 In-Stream Technology Testing

In-stream testing refers to the testing performed on the solution components of a single ROC Program delivery stream.

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Technology testing refers to the areas indicated below:



The ROC Technology Stream went to market with an RfP to deliver four sub-projects:

- SP1 – Day of Operations Train Timetabling System (DTTS)
- SP2 – Incident Management System (REM)
- SP3 – Customer Information Management System (CIMS)
- SP4 – Systems Integrator

In addition, the Technology Stream will also deliver:

- Operational Visual Display System (OVDS)
- Changes to existing Sydney Trains applications

Some of the Systems Integrator early documentation deliverables include:

- ROC Technology Test Strategy - An overview of the testing which will be applied to new technology systems and changes to existing systems, including the quality target metrics technology deliverables will be measured against.
- ROC Technology Environment Management Strategy (TEMS) - The non-Production environments required to support the Test Strategy and deliver the Program, including how the environments are to be managed.
- System Test Plans - Testing which is to be applied to new technology systems and changes to existing systems up to and including System Acceptance Testing.

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases. It is anticipated each technology system/change delivered will progress through the test phases listed below, which are detailed further within Appendix B of this document.

- Shakedown Testing
- Unit Testing (UT)
- System Testing (ST)
- System Acceptance Testing (SAT)
- System Integration Testing (SIT)
- Load & Performance Testing (L&P)
- Security & Penetration Testing (S&P)
- Automated Regression Testing
- Program User Acceptance Testing
- Business User Acceptance Testing

To ensure the integrity of component being tested, in conjunction with each test phase it is also expected an appropriate level of regression testing will be performed.

This approach will need to be ratified during the program Detailed Design Phase(s), then reflected in the ROC Technology Test Strategy document and subsequent Technology test planning documentation and artefacts.

The ROC Program will seek to produce consistent technology testing related documentation deliverables, particularly when these deliverables are to be reviewed by stakeholders outside of the Program. Sydney Trains/ROC Program templates should be used as a benchmark, be modified as little as possible and by mutual agreement.

Technology In-Stream testing and assurance will include formal business acceptance of Technology Stream components. On a Release by Release basis, assured technology components will be brought together with assured components from the T&C and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Technology, T&C and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

5.1 Technology In-Stream Testing – Release 4

The early and gradual ramp up of Technology In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions into existing locations. As these new technologies will transition into the ROC facility once it has been built, the Technology Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology

Stream to validate infrastructure designs against Technology components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

5.2 Configurable Off the Shelf (COTS) Products and Defects

The ROC Program principles which underpin the technology design and implementation approach are restated below:

- The overarching philosophy of the technology program is to “Buy not Build” technology capability to meet the identified business needs
- New technology systems to be introduced will be ‘off the shelf’ to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to ‘out of the box’ as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies

In response to these principles, the Program’s technology RfP sought to identify products which could deliver the required functionality via configuration of COTS products without the need to customise the base products. Despite this, the risk remains detailed design, build and testing could identify required functionality which can only be delivered via a change to the underlying COTS products. Given the lead time required to change the base product can be much greater than the time required to change product configuration, this represents a potential risk to the Program schedule.

The Program Test Management tool will be set up to clearly differentiate between:

- Defects which can be resolved via changes to product configuration
- Defects which need to be resolved via a change to the underlying COTS product

While the ROC Program may raise, track and manage both types of defects in HP ALM, fixes for the latter are expected to be delivered via product vendor roadmap(s) and internal processes. These activities would be cross referenced and tracked in HP ALM.

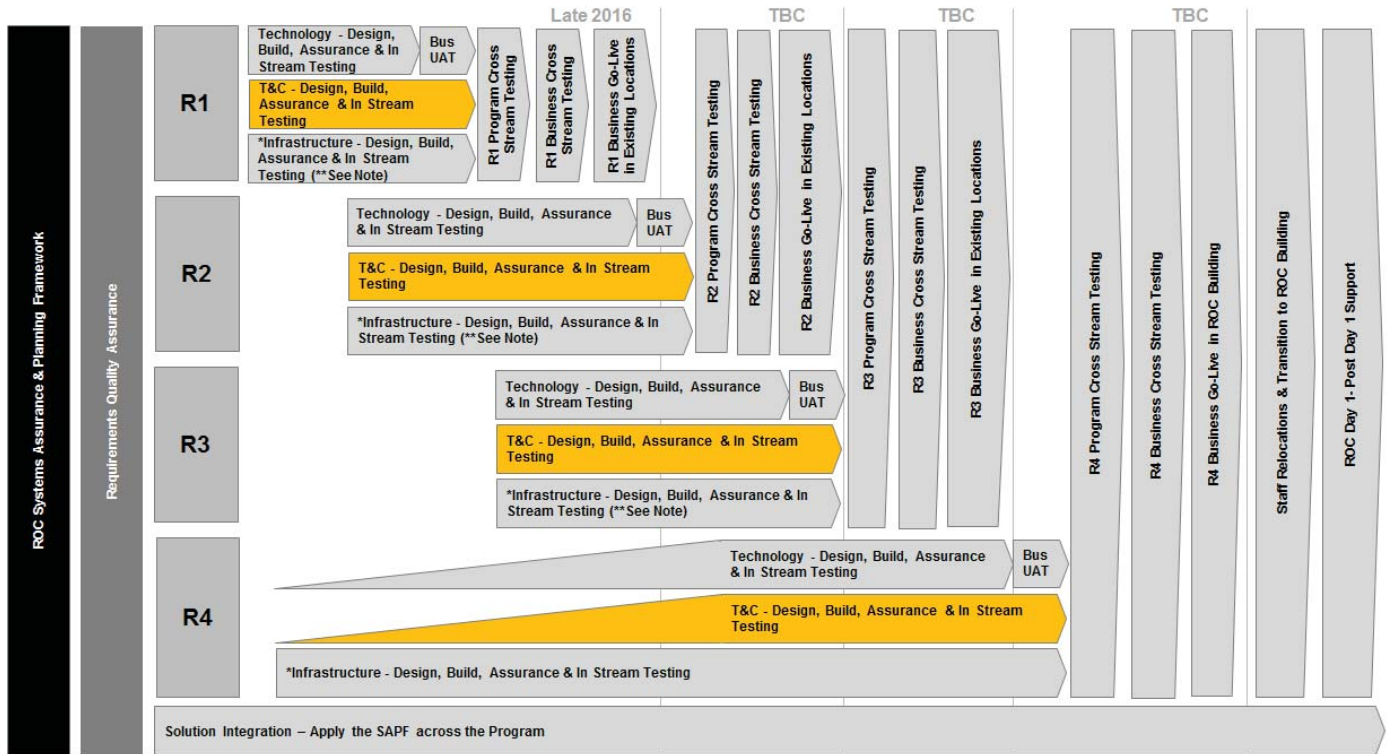
5.3 Enterprise Release Management

Within Sydney Trains, technology changes being delivered to the Production environment fall under Enterprise Release Management (ERM), which co-ordinates the scope of Enterprise Releases, impact assessments and gates Release content. One of the gates changes must pass through is the Change Approval Board (CAB), which provides the final approval required prior to Production deployment. It is anticipated ROC driven technology changes including both new systems and changes to existing applications will fall under ERM and require CAB approval prior to being deployed to Production.

ROC Program Test Management Framework

6 In-Stream Transformation and Change Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Transformation and Change (T&C) testing refers to the areas indicated below:



The T&C Stream solution components which are expected to require a level of assurance include:

- Current Processes & Future Processes
- Interim/BCP Processes
- IR/OD Strategy
- Role Definitions
- Workload Baselining & Assessment
- Procedures
- Work Instructions
- SME Training Dev & Delivery
- End User Technical Training Dev & Delivery
- End User Behavioural Training Dev & Delivery

Under the SAPF, the T&C Stream will develop an assurance strategy and plan(s) which will articulate the method by which each of these components will be assured.

On a Release by Release basis, the following T&C components will be used to verify technology systems delivered meet business requirements by testing the technology within the context of business processes and roles.

- Role Definitions
- Future Processes
- Procedures
- Work Instructions

As such, these T&C components will form the basis of Technology UAT scenarios and will need to be adequately assured within the T&C Stream to ensure they are mature enough to be relied upon as inputs to Technology UAT design.

T&C In-Stream testing and assurance will include formal business acceptance of T&C Stream components. On a Release by Release basis, assured T&C components will be brought together with assured components from the Technology and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the T&C, Technology and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

6.1 T&C In-Stream Testing – Release 4

The early and gradual ramp up of T&C In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

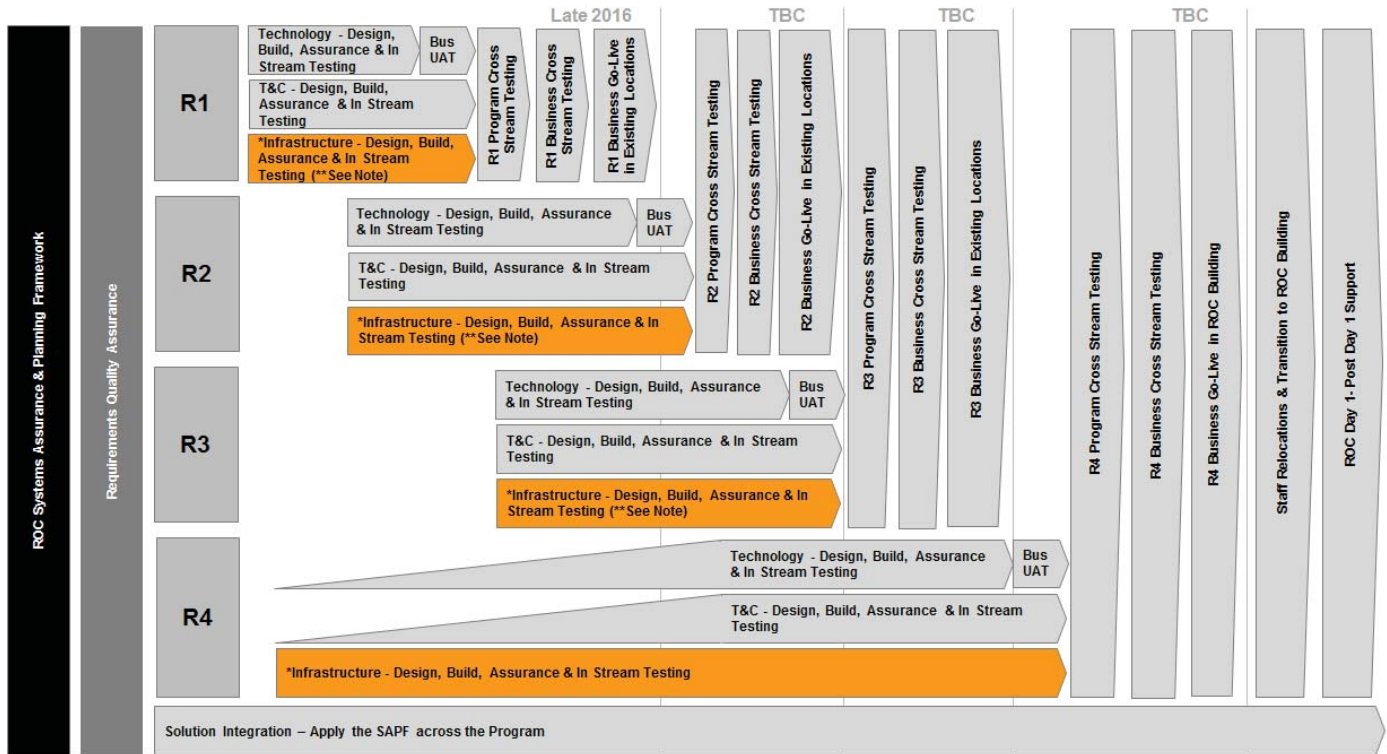
Releases 1, 2 & 3 will deliver new processes and ways of working into existing locations. As these new ways of working will transition into the ROC facility once it has been built, the T&C Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the T&C Stream to validate infrastructure designs against T&C components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

ROC Program Test Management Framework

7 In-Stream Infrastructure Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Infrastructure testing refers to the areas indicated below:



The ROC Program Infrastructure Stream has been structured into three sub-streams being:

- Operational Technology Systems
- Signalling Control Systems
- Property, including Security, Architecture, Building Shell and Building Systems

While the primary focus of the Infrastructure Stream will be delivery of the new building and the systems which reside within it, there may also be Infrastructure components delivered as part of Releases 1, 2 & 3.

Each Infrastructure sub-stream is expected to produce a number of components which will require testing and assurance. Under the SAPF, the Infrastructure Stream has developed an Infrastructure Assurance Plan (IAP), which articulates the method by which each of these components will be assured.

Where In-stream testing of Infrastructure components is required, it will be undertaken as part of the commissioning and testing processes which will be carried out by the ROC Infrastructure delivery stream. These processes must comply with Australian Standards, Sydney Trains and/or TfNSW Engineering Specifications and achieve required certification(s) and/or demonstrate regulatory compliance as required.

Infrastructure In-Stream testing and assurance will include formal business acceptance of Infrastructure Stream components. On a Release by Release basis, assured Infrastructure components will be brought together with assured components from the Technology and T&C Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Infrastructure, T&C and Technology Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

7.1 Infrastructure In-Stream Testing – Release 4

The early and gradual ramp up of Technology and T&C Assurance and In-Stream Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions and new ways of working into existing locations. As these new technologies and ways of working will transition into the ROC facility once it has been built, is the Technology and T&C Streams will in fact be delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3. As such, the solutions implemented in these earlier Releases will inform the design of the new facility.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology and T&C Streams to validate infrastructure designs against the components of these streams for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

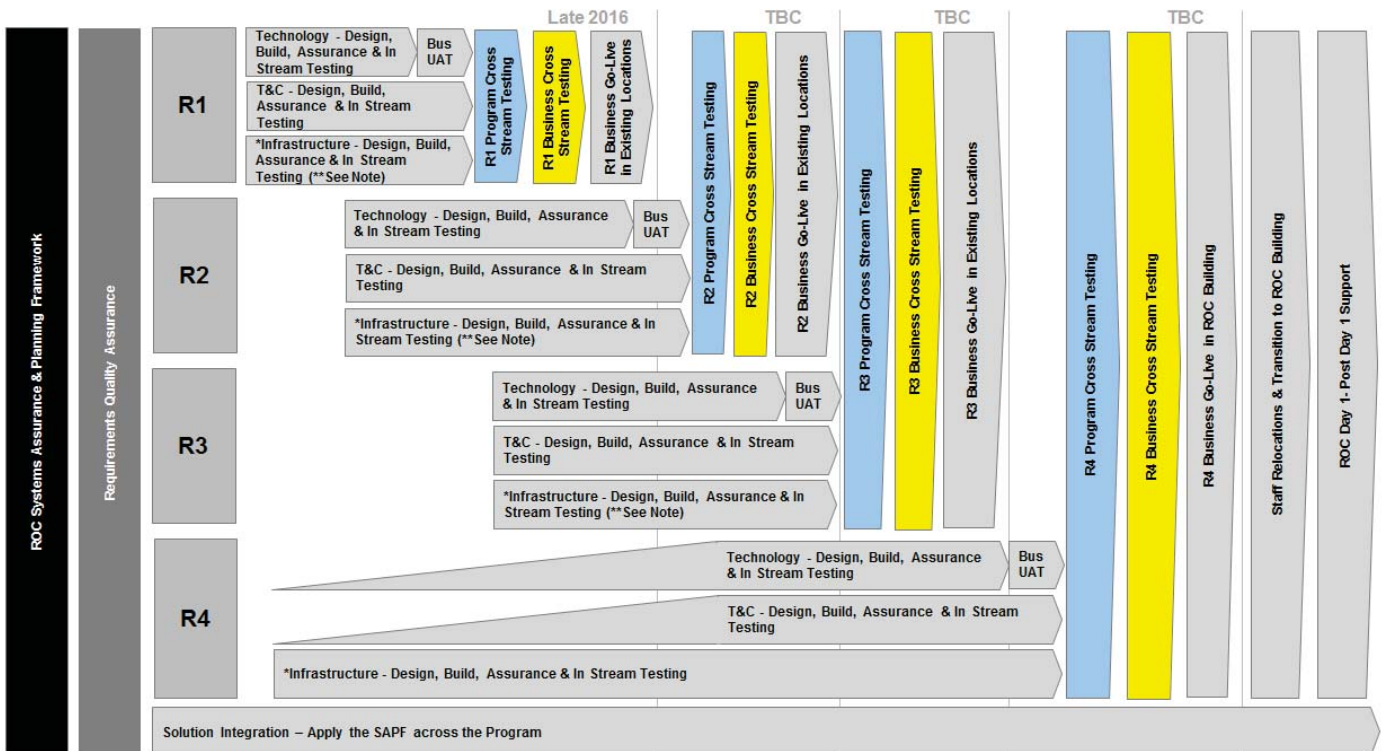
ROC Program Test Management Framework

8 Cross-Stream Testing

Cross-Stream testing refers to the integrated testing performed across components from more than one ROC Program stream.

The Business Continuity & Program Testing stream will lead all Cross-Stream test phases on behalf of the ROC Program. Program streams, Portfolio Teams and vendor(s) will be expected to support Cross-Stream testing and specifically support any of their components being tested.

In the context of the ROC Program Test Management Framework Overview Diagram, cross-stream testing refers to the areas indicated below:



8.1 Cross-Stream Testing

Test Phase Definition:	<p>Cross-Stream Testing will provide an opportunity to simulate ‘new ways of working’ as realistically as possible up to and including the boundaries and touch points with existing, unchanged Business processes. This will involve testers acting in new roles, using new business processes, technology and infrastructure to exercise the ROC solution. Components of the solution can be refined and scenarios re-run as required to demonstrate the solution provides the business with a safe, workable and robust way to manage operations which is also compliant with Human Factors requirements.</p> <p>In-Stream assurance and testing provides risk mitigation against defects being identified during Cross-Stream Testing. This is important given the resources, effort and logistics required to run Cross-Stream Testing scenarios are expected to be significant and the lead times to deliver certain defect fixes into Cross-Stream Testing will be considerable.</p> <p>A small subset of ROC processes will be identified and agreed to be the Cross-Stream test scenarios for each Release based on criteria of business criticality, frequency of use, risk and functional coverage.</p> <p>A ROC test principle states program testing should occur prior to business testing. Program test resources will execute Program Cross-Stream Test scenarios in order to identify and resolve defects prior to Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Use of professional test resources to save Business resources from ‘testing fatigue’• Build program confidence prior to business exposure <p>Business resources will then execute Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Duration, iterations and defects greatly reduced by program testing• Business resources initial experience with the ROC solution is positive• Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of defects identified during Cross-Stream Testing.</p> <p>If defects which could have been identified and resolved during In-Stream testing and assurance are found during Cross-Stream Testing we would conclude In-Stream testing and assurance activities could have been more effective. If this is the case, further analysis should be conducted to determine how these activities can be improved for future Releases.</p> <p>If Cross-Stream Testing identifies and resolves the types of defects which can only be identified by bringing together the components of ROC Program streams and simulating ‘new ways of working’ as realistically as possible, we can conclude Cross-Stream Testing has served its purpose and In-Stream testing and assurance activities have been effective.</p> <p>It is envisaged heavily leveraging the test planning and preparation artefacts from In-Stream testing will be the most efficient way to deliver Cross-Stream Testing.</p>
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Test Phase Owner:	<ul style="list-style-type: none"> • Business Continuity & Program Testing Stream
Test Resources:	<ul style="list-style-type: none"> • Program Cross-Stream Testing – ROC Program resources • Business Cross-Stream Testing – Sydney Trains business users (ROC SME's) • Vendor, System Integrator and APD Test support via participation in defect triage, defect rectification, progression and regression testing of defect fixes for delivery to Cross Stream Testing as required
Test Governance:	<ul style="list-style-type: none"> • ROC Program
Deliverables:	<ul style="list-style-type: none"> • Cross-Stream Test Strategy • Detailed Test Plan (DTP) for Cross-Stream Testing of each Release • Test Objective Matrix (TOM) • Test Scenarios • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for Cross-Stream Testing of each Release
Test Location:	<p>Release 1, 2 & 3 - Expected to be the Belmore BCP facility, which will provide additional assurance Belmore is fit for purpose as a ROC BCP facility.</p> <p>Release 4 - Expected to be the ROC building, which will provide additional assurance the ROC is fit for purpose and ready for operational go-live.</p>
Test Environment:	ROC Cross-Stream environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>The Business Continuity & Program Testing Stream should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p>
Test Tool:	HP ALM
Test Artefacts:	Cross-Stream testing scenarios, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program

8.2 Requirements Quality Assurance (RQA)

The objective of RQA is to identify and remediate ambiguity, conflicts, inconsistencies, incompleteness or redundancy in requirements and/or specifications prior to a component or system being built. By improving the quality of requirements, RQA can enable design acceleration and decrease the duration and iterations of test phases as potential defects are identified and remediated prior to build.

The ROC Program has engaged an external consultancy with the tools, systems and expertise to provide an RQA 'proof of concept' for ROC Release 1. If this proof of concept is found to have been a good investment from a cost versus benefit perspective, the ROC Program may look to apply the approach more broadly across the Program. This activity will complement both the Requirements Management Plan (RMP) being delivered under the Systems Assurance and Planning Framework (SAPF) and the use of Holocentric as outlined below.

- The RMP provides an integrated approach for the management of requirements on the ROC Program including requirement definition, capture, documentation, traceability, baselining, version control and change management
- As the ROC Program's requirements management tool, Holocentric will be used to manage requirements in line with the recommendations within the RMP
- RQA will help to ensure requirements entered into Holocentric and managed in accordance with the RMP are of a high quality

8.3 Human Factors

The Sydney Trains rail network is a technical system, in which people are as much an integral part as any technology system or mechanical component. Technical systems are becoming more wide-reaching and complex, so it is essential to consider their impact on:

- Individuals, their knowledge, competence, skills, and abilities
- Local conditions, the workplace and how people perform as a team
- How the organisation employs people as valuable assets and invests in them

Human Factors supports the design of rail systems which optimise the contribution of rail staff. This can include the design of cabs, signalling panels, training courses and materials, management, recruitment processes, and control rooms. Applying human factors knowledge at the start of a project can reduce the need for re-design once systems have entered service, increase efficiency, reduce the potential of staff turnover, and increase productivity for the organisation as a whole.

On this basis, Human Factors will be a consideration throughout the ROC Program and within the design phases for T&C, Infrastructure and Technology Stream solution components.

A Human Factors Integration Plan will be delivered under the SAPF. This plan will outline how Human Factors requirements and assurance will be embedded within the ROC Program Design, Delivery and Testing Phases.

Cross-Stream Testing will represent a further opportunity to confirm how all the Human Factors elements of each stream come together and interact across the ROC program solution.

8.4 Early Business Benefits

In keeping with the sub-set of program principles listed below, ROC will look to identify opportunities to implement elements of the ROC Solution into current business locations prior to the new ROC building being ready to occupy, thereby delivering early benefits to the business.

- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit and the level/rate of impact on affected users
- The program will avoid a “big-bang” implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided that the business benefits associated with the new technology can be realised

Early realisation of these benefits will largely be enabled by the implementation of ROC Releases 1, 2 & 3 into current Business locations. Cross-Stream Testing will be applied to these Releases prior to any elements of the solution being operationalised. It is expected Release 4 Cross-Stream Testing may occur from the new ROC Building prior to staff relocations and ROC Day 1 operational go-live.

Delivery of ROC Program changes into Business operations are dependent on both the deployment of new/change technology into the Production environment and business readiness to go-live. Wherever possible the ROC Program plans to decouple these two activities.

9 Appendix A - Test Management Procedures

The general Test Management Procedures which will be adopted by the Technology Stream of the ROC Program are outlined in the sections below and are applicable to both internal Sydney Trains teams and vendor(s). These approaches may be applied to other Streams of the Program to the extent they are appropriate.

The test process typically involves the following stages:

- The **Engagement and Estimation** stage was largely conducted during preparation of the ROC Final Business Case
- The **Planning** stage lays the foundation for the test effort. The primary outputs of the planning stage are the ROC Program Test Management Framework (this document) and resulting Test Strategy documentation which will be produced by the program

Testing is an iterative process. Each test phase will transition through the following stages:

- **Preparation:** This stage builds on the initial planning effort. Detailed Test Plans DTP(s), Test Objectives Matrix TOM(s) and test cases are produced in preparation for test execution. Other key deliverables from this stage include the Technology Test Strategy, the Technology Environment Management Strategy (TEMS) and establishment of the test environment(s).
- **Execution and Reporting:** This phase involves execution of testing, tracking and reporting test execution and defect status. At the conclusion of execution, when the exit criteria have been met a Test Summary Report (TSR) is produced. The TSR provides an overview of the execution effort, associated test metrics, any major outstanding issues and generally provides a recommendation based on the test results.
- **Evaluation** is final stage of testing. The purpose of evaluation is to reflect, review and evaluate the overall test effort and activities to identify the things which worked well and should be retained within the testing process, as well as any opportunities to improve the way testing is conducted.

The execution of each of the nominated test phases often requires the involvement of many stakeholders. Test management and coordination becomes a complex undertaking. In particular the identification, coordination and availability of testing resources can be challenging. All personnel involved with the test effort need to understand their contribution as outlined in the 'Roles and Responsibilities' sections within test planning documentation.

The Test Strategy, Test Plans and associated test deliverables, are required as part of the overall Test Management Control System. They enable standardisation of the approach and management of testing, integrated planning and scheduling activities. These test management controls work in-conjunction with the Program Management Plan and the test execution controls as outlined in the following sections.

9.1 Entry and Exit Criteria

The following are examples of general test entry and exit criteria. Any additional criteria specific to particular test phase(s) should be called out in the DTP for that test phase:

Entry Criteria:	<ul style="list-style-type: none">• Artefacts which test planning and preparation are dependent upon have been approved e.g. Requirements and Design documents• Test planning and preparation artefacts have been approved and/or accepted e.g. Test Strategy, MTP, DTP, TOM, test cases/scripts• Approved test cases have been loaded into the test management tool and testers have been granted the required level of access• Formal defect management and reporting process established• Availability of resources required to execute testing has been confirmed• Availability of resources required to analyse and resolve defects has been confirmed• Defect rectification SLA's are in place• Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known defects and workarounds• Correct version(s) of deployment package(s) have been deployed to the test environment(s)• Test environments are available and in a fit state as confirmed by Shakedown Testing• Correct test environment access and credentials have been granted to testers• Test Data of sufficient quality, quantity and diversity to enable testing is available• Previous test phase exit criteria has been met and where applicable the TSR has been reviewed and approved by relevant stakeholders <p>Once all test entry criteria have been met a test phase may commence.</p> <p>Where entry criteria have not been met the test phase cannot commence. Any deviation from the test entry criteria must be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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Exit Criteria:	<ul style="list-style-type: none">• All test cases have been executed and the outcome recorded in the test management tool. An explanation has been provided for any test case which has not been executed• All defects identified during the test phase have been recorded in the test management tool and are available for review• No Severity 1 or Severity 2 defects outstanding• An agreed action plan is in place to address outstanding severity 3 and severity 4 defects including target resolution time frame <p>The number of outstanding severity 3 and severity 4 defects and the cumulative impact of these defects on the overall solution must be accepted by Sydney Trains.</p> <p>Once all test exit criteria for a test phase have been met a TSR may be prepared.</p> <p>Where exit criteria have not been met the test phase should not conclude.</p> <p>Any deviation from the agreed exit criteria would need to be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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9.2 Test Phase Gate Meetings

Program Test Teams (with stakeholder participation as required) will conduct test gating meetings prior to commencement of test execution for each Program test phase. These meetings will serve as a checkpoint to determine whether:

- Exit Criteria from previous test phase have been met
- Entry Criteria for the following test phase have been met
- Any other risks, issues or constraints exist which need to be reviewed in the context of the coming test phase

9.3 Test Phase Suspension & Resumption

If any defects identified seriously impact test progress the Program Test Manager, in consultation with Program Management may elect to suspend testing. Criteria which might justify test suspension include:

- Hardware/software is not available at the times indicated in the project schedule
- Product under test contains one or more critical defects which seriously prevent or limit testing progress
- Assigned resources are not available when needed for test execution and/or support

If testing is suspended, resumption will occur when the problem(s) which caused the suspension have been resolved. Where the cause of suspension is a critical defect, the fix must be successfully verified by the test team before testing resumes.

9.4 Risk Based Testing

Risk will often be a critical consideration when the ROC Program Management is making decisions. At its core, testing is about quantifying and mitigating risk.

The ROC Program will adopt a risk based approach to testing which will assist with understanding and managing risk. This approach involves the prioritisation of test cases into essential, high, medium and low using criteria based on likelihood and/or impact of failure including:

- Priority of requirement(s) being tested
- Business criticality of the function
- Frequency of use
- Functional coverage

So far as it is feasible to do so, tests will be executed in priority order. Benefits of this approach include:

- Defects related to high priority test cases are identified earlier in a test phase
- At any point in time tests not executed are at the lower end of the priority scale

If test execution were to come under schedule pressure there are a number of options available to the Program including:

- Increasing resources working on testing
- Working extended hours and/or weekends
- Reducing the scope of testing to be executed

The latter can introduce an increased level of risk. In the event ROC Program Management need to consider reducing the scope of a test phase or exiting a test phase prior to the exit criteria being met for any reason, one of the primary considerations will be the level of risk the Program and stakeholders are prepared to accept.

Test related information can be produced to help decision makers and stakeholders quantify the risk associated with any such decisions. This information would be a key input to gaining the understanding and agreement required to deviate from the Program's Test Management Procedures.

9.5 Test Tools

The following test tools and applications will be used by the ROC Program:

- HP ALM is Sydney Train's enterprise test management tool. Test teams (both Sydney Trains and vendor) will utilise HP ALM for the management of manual test execution and defect management from SAT onwards as a minimum
- LoadRunner is Sydney Train's enterprise load and performance test management tool. It helps measure the behaviour and performance of a system under load. LoadRunner can emulate simultaneous and realistic system usage by thousands of users across an enterprise and employs performance monitors to identify and isolate potential problems
- Quick Test Professional is Sydney Train's enterprise automated regression test management tool. It can provide functional and regression test automation for software applications and environments

The test tools are administered by the Testing and Quality Assurance Services Team within TfNSW. First point of contact for test tool support should be the respective test phase Test Lead, then the Test Manager. If the matter cannot be resolved locally the Test Manager should escalate to the Testing and Quality Assurance Services Team.

9.6 Test Co-ordination

During test execution regular co-ordination meetings will be held between test team(s), Program representatives, IT Portfolio Team(s), Business stakeholders, Project Manager(s) and vendor(s). The purpose of these meetings is to report on progress and address any issues raised. The standing agenda for the meetings is as follows:

- Review test progress against forecast
- Review defects raised against program quality targets including:
 - Number of defects raised
 - Severities
 - Phase Containment Effectiveness (PCE) - Defects found in the current test phase which 'should' have been identified and resolved in an earlier test phase
- Review test resourcing levels against forecast
- Review test risks
- Review test issues
- Any other business

9.7 Test Status Reporting

During test execution test status reporting will typically occur on a daily basis. Status reporting will be distributed by email, which will be supplemented by regular co-ordination meetings and conference calls. The phase Test Manager is responsible for producing and distributing test status reporting, which will typically detail the following:

- Test progress against forecast summarising total tests by status
- Total defects raised summarised by severity, priority and status
- Plan for the following period
- Risks and/or issues
- Schedule and outlook

9.8 Defect Management

HP ALM will be used as the Program's test management tool.

The objective of defect management is to ensure all defects encountered during the course of testing are appropriately raised, detailed, evaluated, prioritised, reported, resolved, verified and closed.

This document provides details on how defects are to be managed for Program test phases including definitions of defect status, pass & fail criteria and defect severities and priorities.

The high level process by which defects will be managed on the ROC Program is outlined below:

- Any anomaly identified during testing should initially be raised in HP ALM noting the test case which was being executed when the defect was encountered and capturing sufficient relevant details to facilitate analysis of the defect
- Defects raised will be triaged and assigned to the most likely resolver group
- The resolver group should update the defect with details of the defect cause, nature of the fix applied, confirm a successful retest of the fix, successful regression testing if appropriate and the software version in which the fix will be delivered to the tester for verification

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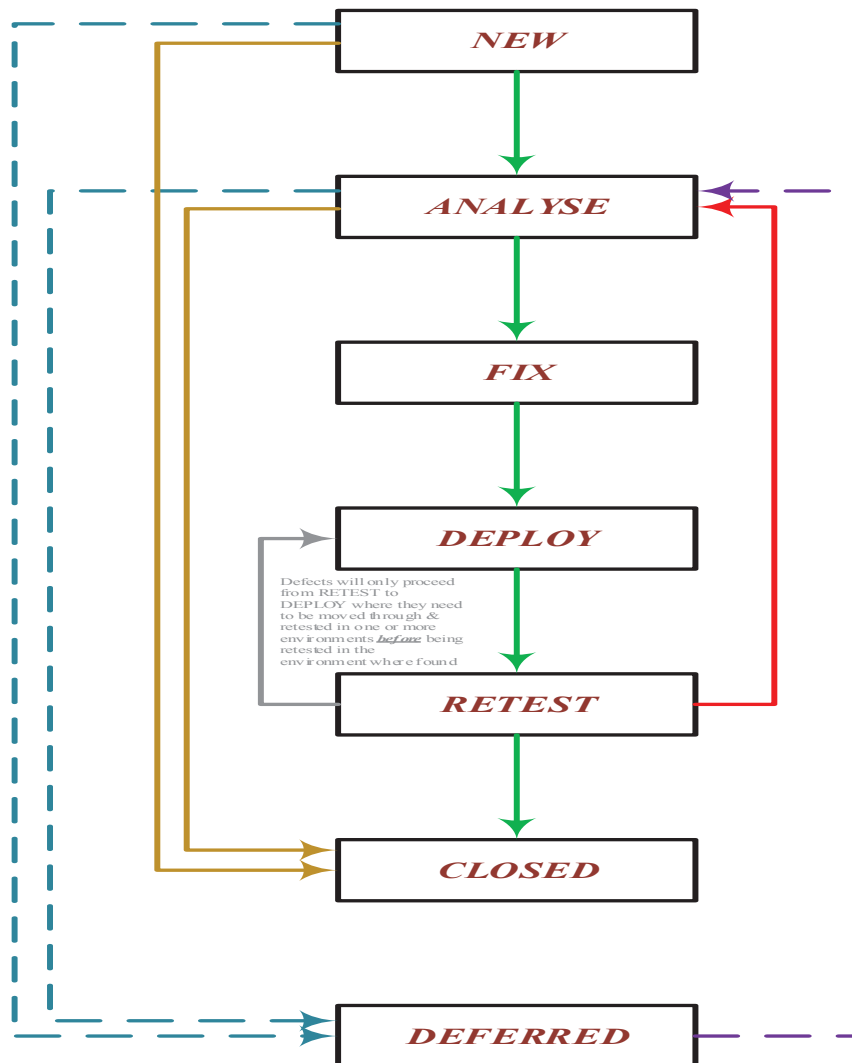
- Each software version delivering fixes into a test environment should be appropriately detailed in Release Notes
- Once the fix has been applied to the test environment(s) it should be retested by an appropriate resource (ideally the individual who raised the defect) to determine whether the defect has been resolved
- If retesting determines the fix has been successful, HP ALM should be updated by the tester to indicate the defect has been resolved. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be closed
- If retesting determines the fix has not been successful, HP ALM should be updated by the tester to indicate the exact nature of the failure. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be assigned back to the appropriate resolver group

This process is reflected in the following defect status definitions and Defect Process Workflow diagram.

Defect Status	Description	Actions to be undertaken
New	When a defect is raised it will automatically be assigned the status of NEW. This status indicates the defect has been logged and is undergoing business/testing evaluation/triage to determine whether it is a valid defect or not.	If the defect is found to be valid, the defect's status will be changed to ANALYSE and it will be re-assigned for a technical evaluation to determine the root cause of the problem. If the defect is found to be invalid, the defect's status will be changed to CLOSED and its sub-status will be set to identify the broad reason why it was classified as invalid. If the defect is an existing Production Problem, its status should be changed to FOUND (see companion document). In all cases, the defect record in QC must be updated to describe why the decision was made.
Analyse	Having determined the defect is valid from a business/testing perspective, the defect needs to be investigated to determine the underlying cause.	There are five possible outcomes from this technical review: <ol style="list-style-type: none"> 1. The defect is determined to be valid and will be fixed as part of the project's next implementation so its status should be changed to FIX and the defect will be re-assigned 2. The defect is determined to be valid but it will not be fixed as part of the next implementation. Status should be changed to DEFERRED and the defect's Cycle is reset to the implementation in which the defect will be addressed 3. The defect is determined to be valid but it will not be fixed, e.g. cost/effort of correcting the problem outweighs effort of implementing a workaround. Defect's status should be changed to CLOSED and sub-status ACCEPTED 4. The defect is invalid. Status should be changed to CLOSED, sub-status identifies reason why it was classified as invalid (DUPLICATE or REJECTED) 5. Defect is identified as a known Production Defect, status is changed to FOUND (see companion document)

Defect Status	Description	Actions to be undertaken
Fix	Having decided the defect will be corrected as part of the current project, a 'correction' will be produced and unit tested.	If those unit tests are successful, the defect's status will be changed to DEPLOY and it will be re-assigned. If the unit tests are not successful, the FIXER will make a further attempt to correct the problem and repeat those unit tests. This process will be rerun until such time as the unit tests are successful.
Deploy	This status indicates that the 'fix' for a defect is ready to be implemented into the test environment where the defect was found.	The timing of the fix's deployment must always be coordinated between the DEPLOYER and the TEST MANAGER so that the validity of the testing is not undermined. Once the 'fix' has been delivered into the nominated environment, the defect's status is changed to RETEST and it is re-assigned.
Retest	This status indicates that the defect's 'fix' has been deployed and can be retested under the original conditions (and in the same environment) where it was first encountered.	If the tests performed were not in the environment where the defect was originally found, its status should be changed to DEPLOY and its Sub-Status set so that it identifies the next environment on its way back to the location where it was found. If the retest is conducted in the environment where it was initially encountered, change the defect's status to CLOSED with a sub-status of SUCCESSFUL. Regardless of which test environment the retest occurs in, if it fails, change the defect's status to ANALYSE and its sub-state to RETEST FAILED.
Closed	This is the final state for every Pre-Production Defect.	As with every other status listed above, when changing a defect's status it is important that the appropriate comments are added to ensure that we have a complete audit trail of what has happened to the defect, why it happened and as much contextual information as possible has been included. See the next sub-section of this document for a full list of the sub-states used with this status.
Deferred	This status indicates the Business has formally agreed to have the defect fixed as part of a specified, later Release.	When testing for the implementation to which the defect was defers begins, the defect's status is changed to ANALYSE and its sub-status to PREVIOUSLY DEFERRED

The Defect Process Workflow diagram below reflects the path most program defects are expected to follow.



9.9 Defect Reporting Standards

All defects identified during testing will be analysed to determine a root cause of the problem. To support the required analysis, as a minimum the following information should be captured in each defect raised:

- Business requirement, Use Case and/or Test Case being executed when the defect was identified
- Detailed description of the problem
- Steps to recreate the problem
- Expected results – Outcome the tester expected to observe
- Actual results – Outcome observed including how it differed from the expected outcome
- Severity
- The software release (build) it occurred in
- Data, login, screenshots to be stored in defect.

Where possible, each tester should track the defects they have raised through to resolution.

9.10 Resolving Defects:

The cause of a defect can differ from the symptom(s) observed by a tester, so it is important the resolver updates the defect detailing the fix applied. The minimum information required in relation to the resolution of a defect may include:

- Cause of the defect
- Fix applied to resolve the defect
- Software version in which the fix will be delivered to the tester for verification
- Testing undertaken by the resolver to verify the defect has been corrected
- Impacted system(s) and regression implications of the fix applied

9.11 Defect Triage Meetings

The defect resolution process often requires many groups work closely including test team(s), project resources, Project Manager(s), vendor resources and internal Sydney Trains development teams. During test execution regular defect triage meetings will be held to:

- Review the severity and priority assigned to defects
- Determine the most appropriate resolver group
- Determine the target content and delivery dates for deployments to test environment(s)

9.12 Pass & Fail Criteria and Test Case Status

Test Case Status	Description
Pass	A test case will be deemed to have passed if: <ul style="list-style-type: none"> • The item tested behaves as expected and as per the requirement(s) it was derived from • The item will not introduce a problem or failure • The item will not introduce an unacceptable risk of a problem or failure
Fail	A test case will be deemed to have failed if: <ul style="list-style-type: none"> • The item tested does not behave as expected or as per the requirement(s) it was derived from • The item will introduce a problem or failure • The item will introduce an unacceptable risk of a problem or failure
Conditional Pass	A Conditional Pass is assigned to a test case which passes the intent of the test, where a low severity, non-critical defect has been observed and raised in HP ALM.
Not Run	Test case execution has not commenced.
Not Completed	Test case execution has commenced, is in progress and has not progressed to the point where a status of pass, fail or conditional pass can be assigned.

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Not Applicable (N/A)	A status of N/A is assigned to a test case which has been agreed to no longer be applicable. Assigning the N/A status rather than deleting the test case ensures test case numbers in the TSR align to the number of test cases at the commencement of the test phase.
Blocked	<p>A test case may be assigned the status of Blocked for a number of reasons including but not limited to:</p> <ul style="list-style-type: none"> A defect which needs to be resolved is preventing execution of the test case Functionality not yet delivered Required test data not available

9.13 Defect Severity Definitions

The severity level assigned to a defect is a reflection of how serious the defect is. It can be a measure of the impact on testing and the ability to continue with the test phase or of the impact the defect would have in the Production environment. The following definitions provide the severity levels which should be assigned to defects raised during testing within the ROC Program.

Severity	Severity Description
Severity 1	<p>Critical Impact – Assigned to critical errors. Core functionality cannot be executed. Testing for the affected area cannot continue and no workaround exists. Examples of severity 1 defects include:</p> <ul style="list-style-type: none"> Safety Issues The system or a core component of the system is inoperable <p>Sydney Trains would not consider taking Severity 1 defects into the next test phase or to the Production environment.</p>
Severity 2	<p>High Impact – Assigned to major errors. Some key functionality cannot be executed or has not been delivered and no acceptable workarounds exist. Testing can continue on other functionality but the defect must be resolved before the component can be migrated to the next test phase or to production. Examples of severity 2 defects include:</p> <ul style="list-style-type: none"> The system or component is operable however one or more functions are not right or have not been delivered and no acceptable workarounds exist Any issue with data accuracy or integrity which may cause confusion among the Sydney Trains end-user community <p>Sydney Trains would not usually consider taking Severity 2 defects into the next test phase or to the Production environment unless there were exceptional circumstances. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR). There is an expectation any Severity 2 defects would be resolved by the next Release of the application.</p>

Severity	Severity Description
<p>Severity 3</p>	<p>Medium Impact – Assigned to minor errors. Some functionality does not conform to the specification or has not been delivered however, end-to-end transactions can be executed by applying acceptable workarounds to the impacted functions. No material impact on Sydney Trains end users. Testing can continue and the component can be migrated to the next test phase or to production providing exit criteria are met. Examples of severity 3 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and acceptable workarounds exist <p>Sydney Trains may consider taking a small number of Severity 3 defects into the next test phase or the Production environment provided the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR).</p>
<p>Severity 4</p>	<p>Low/Cosmetic Impact – Assigned to cosmetic errors. No material impact on Sydney Trains end users or the application. Examples of severity 4 defects include:</p> <ul style="list-style-type: none"> • Misspelled (but not misleading) text • Inconsistent fonts • Poor grammar <p>Sydney Trains may consider taking a small number of Severity 4 defects into the next test phase or the Production environment providing the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/Impact via approval of the Test Summary Report (TSR).</p>

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9.14 Defect Priority Definitions

Each defect is also assigned a priority level which indicates to development team(s) the order in which defects of the same severity should be addressed. Priorities which can be assigned to defects within the ROC Program are:

- 1 – High
- 2 – Medium
- 3 – Low

Assuming open defects of every severity and priority combination, the order in which defects should be addressed is outlined in the table below:

Order	Severity	Priority
1	Severity – 1	Priority – High
2	Severity – 1	Priority – Medium
3	Severity – 1	Priority – Low
4	Severity – 2	Priority – High
5	Severity – 2	Priority – Medium
6	Severity – 2	Priority – Low
7	Severity – 3	Priority – High
8	Severity – 3	Priority – Medium
9	Severity – 3	Priority – Low
10	Severity – 4	Priority – High
11	Severity – 4	Priority – Medium
12	Severity – 4	Priority – Low

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9.15 Defect Rectification SLA's

Service Levels define the target time to fix defects and take into account:

- The urgency of the situation
- The need to strike a balance between speed, quality, sensible packaging and delivery of fixes

For the ROC Program it is envisaged SLA's will be agreed around delivery of configuration fixes and fixes to the underlying COTS products would be delivered via vendor product roadmap(s) and internal processes.

Note – The SLA information below has been taken from Sydney Trains Enterprise Release Planning (ERP) documentation and intended to be used as a guide. ROC Program SLA's will need to be agreed.

Defect Severity	Response Time	Resolution Time	Validation Time	Total SLA
Severity 1	0 - 2 Hours	4 Hours	4 – 8 Hours	Less than 1 Day
Severity 2	0 – 4 Hours	1 Day	1 Day	1 Day
Severity 3	0 - 2 Days	3 Days	4 Days	4 Days
Severity 4	0 – 5 Days	5 days	5 Days	5 Days

In the context of the defect statuses:

- Response Time is the time taken in the New Status (including Triage)
- Resolution Time is the time taken in the Analyse and Fix Statuses
- Validation Time is the time taken in the Deploy, Retest and Closed statuses
- Durations are expressed in business hours and business days
- Service levels are dependent upon availability of sufficient information to analyse and resolve the defect

9.16 Change Management

Under the SAPF, and more specifically the RMP and the CMP, once a specification has been reviewed and formally agreed upon it will be baselined. A baselined artefact can only be changed through formal change control procedures. On the ROC Program baselines are maintained as part of the Configuration Management Process under the CMP.

ROC Program requirements specification will be baselined and fall under the Configuration Management Process. As such any new requirements or variations to existing requirements identified during testing will be raised as a Program Change Request (PCR) and follow the Configuration Management Process.

Each PCR will need to be impact assessed based on a number of criteria including but not limited to:

- Cost
- Impact on Schedule
- Impact on test effort

9.17 ROC Technology Environments

The ROC Program will deliver four new technology systems into a complex landscape of existing applications. Technology environment requirements and specifications will be detailed in the Technology Environment Management Strategy (TEMS) and the Technical Infrastructure Design (TID), which are deliverables of the Detailed Design and Build Phases.

It is envisaged non-Production technology environments (including integration with existing applications where necessary) will be required to accommodate delivery of the following activities in line with Program time frames:

- System Development & Unit Testing
- System Testing
- System Acceptance Testing
- System Integration Testing
- Load & Performance Testing
- User Acceptance Testing
- Cross-Stream Testing
- User Training
- System Demonstrations

It is also expected instances of the new ROC technology systems will need to be delivered to complete the Sydney Trains Production Environment including DR capability.

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9.18 ROC Technology Environment Management

In keeping with the ROC Statement of Requirements which was published as part of the technology RfP, Sydney Trains is looking for the System Integrator to be a single point of accountability with 'overall responsibility for the specification, design and build of ROC systems, through to bringing the system into production and change of control to the target support model'.

Technology environment management will be critical to achieving this. The details around technology tests environment management will be delivered in the Technology Test Environment Management Strategy (TEMS), which is a deliverable of the Detailed Design phase and as a minimum is expected to include the following information:

Activity	Description
Environment Availability	Aside from agreed maintenance windows, test environments are expected to be available 24/7 during test planning, preparation and execution periods. Sydney Trains should be both informed and approve any planned outages during these times. Unplanned outages will be managed through environment support.
Environment Support	Details will need to be agreed within the TEMS, however during test planning, preparation and execution periods the following types of environment support arrangements are likely to be required: <ul style="list-style-type: none"> • Standard Support Mon to Fri – 8.00am to 6.00pm • Extended Support Mon to Fri – 6.00am to 10.00pm (with 48 hours' notice) • Weekend Support Sat & Sun – 8.00am to 6.00pm (with 48 hours' notice)
Configuration Management	The Configuration Management Strategy the program will adopt to assure sound practice around code version control, code branching and merging.
Release Management, Release Notes, Deployments & Outages	In order to strike the right balance between speed, quality, sensible packaging and the delivery of fixes to testing, agreed deployment windows will need to be agreed. Test productivity can also be impacted if deployment outages occur too frequently. Outside the agreed deployment times there should be a provision whereby the Phase Test Manager can agree to ad hoc deployments if required. Each deployment to a test environment should be accompanied by sufficiently detailed Release Notes to inform the test team which fixes have been delivered and enable the status of those items to be updated in the test management tool.
Back Up & Restore	The back-up and restore requirements for test environments.
User Access & Administration	The provision of user access to test environments including ensuring access to the required role profiles and privileges.

Many test phases will have a dependency on integration with existing application environments. These dependencies should be detailed within the TEMS to ensure ROC test environment requirements are met.

9.19 Testing Escalation Path

Escalation is a critical process used by Program team members to resolve issues. Clear communication is the key to any escalation process and the objective of escalation is to create a path for resolution of issues.

For ROC testing activities the Escalation path will be as follows:

Tester => Test Lead => Test Manager => Program Test Manager => Program Management

Some the key principles of the escalation process have been outlined below:

- All program team members and participants are empowered to escalate
- Escalation needs to be managed
- Escalation must be documented
- Escalation needs to be timely
- Escalation is a risk and issue mitigation process

9.20 Training

Sydney Trains business users (also known as Subject Matter Experts or SME's) who will participate in Technology UAT and Cross-Stream Testing will need to be trained in the new ROC technology systems, processes and procedures prior to the commencement of R1 Technology UAT.

Training SME's to participate in these activities and the subsequent training of all end users is within the scope of the ROC T&C stream.

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10 Appendix B – Technology Test Phases

The ROC Program has engaged product vendors and a System Integrator who will deliver the majority of Technology In-Stream testing on behalf of the Program. This document does not set out to be prescriptive about how these vendors deliver testing. Vendors should document their recommended test strategy and approach via deliver of the Technology Test Strategy and other test planning documentation for Sydney Trains review and approval. The ROC Program will also provide a layer of Test Governance across vendor technology testing.

In January 2015 an agreed interim version of this document (v1.0) was shared with technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early view of the Program Test Management Framework, including early Program thinking around technology test phases, roles and responsibilities to assist vendors in preparing a BAFO. The detail relating to these test phases and how they might be delivered are reflected in this appendix.

10.1 Shakedown Testing

Following a deployment to any test environment a Shakedown Test will be performed. The Shakedown Test is generally a selected sub-set of test cases executed to verify the deployment has been successful and all required components of the test environment are present with required connectivity and interfaces in place. A successful Shakedown Test indicates both the deployment and the environments are ready for the commencement of a test phase.

10.2 Unit Testing (UT)

Test Phase Definition:	Unit testing focuses on the key activities which must be verified at the component level to demonstrate modules operate as designed. Unit Testing is executed to ensure valid operation of components prior to System Testing and may include verification of: <ul style="list-style-type: none"> • Mandatory Fields • Event Handling • Boundary Testing of Upper & Lower Limits • Character Acceptance • Error and exception handling
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Deliverables:	There will not be any formal deliverables produced as artefacts of Unit Testing. System Testing will follow, be delivered by the same test phase owners as Unit Testing and be governed by the ROC Program.
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.

Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	<p>Application teams and vendors may elect to either use in-house test management tools or Sydney Trains test management tool (HP ALM) for Unit Testing.</p>
Test Artefacts:	<p>There are no formal test artefacts produced during Unit Testing which will become Sydney Trains owned artefacts at the conclusion of the ROC Program.</p>

10.3 System Testing (ST)

Test Phase Definition:	<p>New ROC systems and changes to existing applications tested without integration. System Testing may include:</p> <ul style="list-style-type: none"> • Design Validation – Ensures an individual system as a discreet module will correctly process, pass and store data as specified. Test stubs, harnesses or simulators should be used during System Testing to ensure boundaries of the solution are validated in preparation for integration testing • Usability Testing – Ensures the system complies with application standards and presentation policies. This may include consistency of hotkeys, uniform navigation and listing standards. Usability Testing ensures the new application or change to an existing application will ‘fit’ into the existing application landscape • Data Conversion – Verification of data loads, data migrations, data conversions and data handling. Includes ensuring any data to be loaded is accurately defined • Service validation including adoption of standards e.g.: SIRI and simulated service testing using SOAP UI and stubs • Testing of Non-functional requirements
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Governance:	<ul style="list-style-type: none"> • SP4 – Systems Integrator • ROC Technology Stream

Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for System Testing.
Test Artefacts:	System test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.4 System Acceptance Testing (SAT)

Test Phase Definition:	SAT verifies each application which has exited System Testing can be correctly installed, configured and provisioned into an integrated ROC Test Environment. Each Product Vendor will then execute an agreed subset of tests to prove the applications and environment are ready for the commencement of SIT.
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	Test Execution: <ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications Witnessing Testing: <ul style="list-style-type: none"> • SP4 – System Integrator

ROC Program Test Management Framework

Test Governance:	<ul style="list-style-type: none"> • SP4 – System Integrator
Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	HP ALM
Test Artefacts:	SAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.5 System Integration Testing (SIT)

Test Phase Definition:	SIT verifies systems which have been proven to function correctly in System Testing work together when integrated. System Integration Testing should commence with point to point service integration testing for example REM to TIBCO, TIBCO to REM, changed existing application to TIBCO, TIBCO to changed existing application. Transaction flows across all components and systems which make up the ROC Technology solution will then be verified to ensure data flows through each component of the solution as expected without conflicts, corruption, duplication or loss. SIT should also include: <ul style="list-style-type: none"> • Non-functional testing such as failure and recovery • Sociability Testing which ensures all new and existing applications can co-exist on a user’s desktop without conflict.
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for SIT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for SIT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SIT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	SIT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

ROC Program Test Management Framework

10.6 Load & Performance Testing (L&P)

Test Phase Definition:	<p>Load & Performance Testing evaluates the compliance of a system or software components against specified non-functional requirements such as response times, transaction processing time and resource utilisation. Load and Performance Testing may include the following types of tests:</p> <ul style="list-style-type: none"> • Performance • Soak • Volume • Scalability • Stress • As we as providing results which can be used as an input to Capacity Planning <p>It is expected L&P Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.</p>
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for L&P • L&P Scripts • Test Results (including evidence - screenshots, log files as required) • Status Report(s) – during execution • Defect Report(s) – during execution • Test Summary Report (TSR) for L&P
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	The environment used for L&P Testing should be as ‘production like’ as possible. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>

ROC Program Test Management Framework

Test Tools:	Load Runner and HP ALM
Test Artefacts:	L&P test scripts, results and defects stored in Load Runner and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.7 Security & Penetration Testing

Test Phase Definition:	<p>Security Testing checks whether the application(s) or service(s) are secure including requirements covering confidentiality, integrity, authentication, availability, authorisation and non-repudiation by answering the following questions:</p> <ul style="list-style-type: none"> How vulnerable is the system to attacks; can anyone hack the system or login to the application without authorisation? How well is the data protected while the system maintains functionality? Is there any information leakage via encryption, firewalls, wide range use of software and hardware? <p>For the ROC Program, Security requirements as stated in the Detailed business requirements will be tested during System and System Integration Testing as practicable. As such, these activities will be covered by the Technology Test Strategy document and subsequent technology test planning documentation. The rest of this section relates specifically to Penetration Testing, which is a specific subset of Security Testing.</p> <p>Penetration Testing involves playing the role of an attacker in order to determine the vulnerability of an organisation’s IT landscape against unauthorised attack, malicious user(s) or malware. The ROC Program plans to engage a third party to undertake Penetration Testing.</p> <p>The scope of Penetration Testing required by the ROC Program is to be determined during the build phase and documented in the Security and Penetration Detailed Test Plan.</p> <p>It is envisaged Penetration Testing may be re-run over numerous iterations throughout the life of the ROC Program.</p>
Test Phase Owner:	<ul style="list-style-type: none"> ROC Technology Stream
Test Resources:	<ul style="list-style-type: none"> External Consultancy
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream and Sydney Trains Security Architect(s)
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Security & Penetration Testing Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Security & Penetration Testing <p>Note – Due to the nature of Security & Penetration Testing, distribution of artefacts may be restricted.</p>

Test Location:	TBC. Potentially External Consultancy offices.
Test Environment:	TBC via consultation with Sydney Trains Security Architect(s) and documented in the Security and Penetration Detailed Test Plan.
Test Data:	Test data for Penetration Testing will be the responsibility of the external consultancy and will be socialised and accepted (as required) via the reviews and approval of Security & Penetration Testing Planning artefacts.
Test Tool:	Access to defects identified during Penetration Testing by the external consultancy is likely to be restricted. As such they may be recorded in a separate instance of HP ALM or in an appropriate securely stored format. Additional tools to be supplied by external consultancy as required.
Test Artefacts:	Security & Penetration scenarios, results and defects will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.8 Automated Regression Testing

Test Phase Definition:	A selection of ROC scenarios will be selected and form the basis of the ROC Automation Regression Suite. These scripts will need to be maintained throughout the program lifecycle as ROC systems and existing applications are developed and changed. It is expected Automated Regression Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.
Test Phase Owner:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Automated Regression Automated Regression Scripts Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Automated Regression
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	Automated Regression scripts may be run in a number of environments over the course of the ROC Program. Details to be confirmed in the ROC Technology Test Strategy and ROC Technology Environment Management Strategy (TEMS) documents.

ROC Program Test Management Framework

Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	Quick Test Professional (QTP) and HP ALM
Test Artefacts:	Automated Regression test scripts, results and defects stored in QTP and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.9 User Acceptance Testing (UAT)

Test Phase Definition:	<p>UAT verifies Business requirements have been met in the technology systems delivered. The objective of UAT is to test the overall business functionality of technology systems from an end user perspective in the context of Business processes and roles to assure the overall solution is fit for use in a business context. By proving systems will perform as expected, UAT allows sponsors, stakeholders and end users to provide their acceptance of the technology systems delivered.</p> <p>A ROC test principle is that program testing should occur prior to business testing. Program test resources will execute UAT scenarios in order to identify and resolve defects prior to Business UAT. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Use of professional test resources to save Business resources from 'testing fatigue' • Build program confidence prior to business exposure <p>Business resources will then execute (a potentially cut down set of) UAT test cases. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Duration, iterations and defects greatly reduced by program UAT • Business resources initial experience with systems is a positive one • Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of the defects identified during Business UAT. If earlier test phases are permitted to achieve their agreed exit criteria and defects which could have been identified and resolved in those test phases are found during Business UAT, we would conclude earlier test phases could have been more effective. If this is the case, further analysis should be conducted to determine how these test phases can be improved for future Releases.</p> <p>If Business UAT identifies and resolves the types of defects only SME's from the Business were likely to pick up, we can conclude Business UAT has served its purpose and earlier test phases have been effective.</p>
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • Program UAT – ROC Program and SP4 resources • Business UAT – Sydney Trains business users (ROC SME's), supported by ROC Program, Product Vendor and System Integrator resources
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for UAT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for UAT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC UAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	UAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

11 Related Documents

The following documents have been referenced in preparing this Program Test Management Framework.

Document Title	Version Number
ROC Roadmap	V2.1
ROC Program Systems Assurance & Planning Framework SoW	V11.1
Rail Operations Centre Concept of Operations	V4.0
PMLC ROC Project Management Plan	V2.2
ROC Final Business Case	V5.0
Program Quality Management Plan	V2.0
Infrastructure Assurance Plan	V1.0
ROC Solution Scope	V1.1
Rail Operations Centre (ROC): Timeline to 2018	(Final)

Appendix I – Governance Model

See embedded document: ROC DTTS Detailed Design - Technology Vendor Project
Communication Plan: ROC-TEC-PL-0018



ROC-TEC-PL-0018 -
ROC DTTS Detailed D

Communication Plan



ROC DTTS Detailed Design - Technology Vendor Project Communication Plan Rail Operations Centre Program

DTTS Detailed Design

Project or Program

"Project"

Communication Plan

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(Circulated versions only)

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Version	Date	Author	Reason for Issue / Changes Included
0.1	26/8/2016	David Hayward	Renamed to DTTS project. Add RDT meeting
1.0	9/09/2016	C. Partridge	Updated with SharePoint link and finalised for issuance to ST for review
1.1	29/09/2016	David Hayward	Updated with ST feedback received and agreed with ST DTTS Project Manager
2.0	6/10/16	C. Partridge	Final feedback incorporated from ST DTTS Project Manager and incremented to v2.0 for issuance to Sydney Trains for endorsement and approval.
3.0	24/10/16	David Hayward	Stated that this version supercedes R1 & R2 coms plans. Updated frequency of ROC Vendor Steering Committee Removed Technology risk management meeting

Communication Plan

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Document Approvals

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Communication Plan

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Reference Documents

The following documents were referenced as part of the development of this document:

Document Name	Version	Date
ROC Release 1 REM Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/R1%20Detailed%20Design%20Deliverables%20(ST%20Signed%20Off)/Project%20Communication%20Plan%20for%20Release%201%20v4.0.docx	v4.0	19/01/2016
ROC Release 2 CIMS Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC-TEC-PL-0001%20-%20ROC%20Technology%20Vendor%20Communication%20Plan.docx	V1.52	23/5/2016
ROC Program Governance Schedule (contract schedule) http://sps.rail.nsw.gov.au/sites/ROC/General%20Program/ROC%20Program%20Calender%202016.xlsx	N/A	11/05/2016
ROC Release Delivery Team Charter http://sps.rail.nsw.gov.au/sites/ROC/Release%20Working%20Group/ROC-SIN-PR-002%20Release%20Delivery%20Team%20Charter-v1.0.docx	V1.0	3/09/2016

Communication Plan

1 Document Purpose

The ROC Technology Vendor Communication Plan clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. This version of the document supercedes the Release 1 and 2 ROC Technology Vendor Communication Plans.

The ROC Technology Vendor Communication Plan outlines:

- What needs to be communicated and to whom;
- How often these exchanges should happen; and
- In what format and why they are necessary.

2 Definitions

Term	Definition
Customer	“Customer” means Sydney Trains
DRICA / DRICASB	Dependencies Risks Issues Changes Actions / Dependencies Risks Issues Changes Actions Scope- Benefits
Individual Contractor / Contractors	Refer to “Other Contractor”
System Integrator (SI) Contractor or Contractor	“System Integrator (SI) Contractor” or “Contractor” means Ajilon Australia Pty Ltd
Other Contractor	“Other Contractor” means the IMS, CIMS or DTTS contractor
SME	“SME” means Subject Matter Expert

3 Project Reporting

3.1 Project Highlight Reports

A Project Highlight Report will be published weekly by the SI Project Manager to the Sydney Trains ROC Program (refer to Matrix for full list of recipients). The report will contain:

- Achievements for the period;
- Plan for the next period;
- Status of any Change Requests;
- Milestones and deliverable progress; and
- Risks, Actions, Issues and Decisions (DRICA)

Communication Plan

4 General

4.1 Introduction

The ROC Technology Vendor Communication Plan document describes the relationship between the Customer and the Contractors (Vertical), as well as the SI Contractor and Other Contractors (Horizontal) to enable effective, efficient, and high-quality delivery of Services to the Customer and to each other, to enable the Customer to achieve the business objectives of the ROC Technology Solution.

This document sets out the communication structure for overall management of the relationship, the roles and responsibilities of the parties to maintain a working relationship, and the type, content and frequency of the meetings that will be held.

The purpose of the ROC Technology Vendor Communication Plan is to ensure that guiding principles, objectives, structures, operating guidelines, methods and measures for implementing effective communication are clearly defined and consistently implemented.

4.2 Guiding Principles

The ROC Technology Vendor Communication Plan is designed to achieve the following guiding principles:

- a. Promoting a collaborative relationship
- b. Continually validating consistency of the results and benefits derived from the ROC Technology Vendor Communication Plan with the Customer's and the Contractor's expectations and objectives
- c. Establishing a structure to streamline day-to-day management and administration of the relationship
- d. Ensuring that an effective relationship management process exists for communication, decision making, joint issue resolution, the Customer satisfaction, contract change and continuous improvement
- e. Ensuring overall monitoring of contractor performance
- f. Ensuring that potential issues in due course are investigated, resolved and – if necessary – escalated
- g. Establishing effective means for managing the delivery of quality
- h. Monitoring established Customer objectives.

Communication Plan

5 ROC Technology Vendor meetings

The following ROC Technology Vendor meetings are established for the ROC Program.

5.1 Executive Meeting

The Executive meeting is the forum from which executives from Sydney Trains and the System Integrator discuss the progress of the project and potential future opportunities.

The Executive meeting is conducted annually involving: from Sydney Trains, Executive Director of Future Network delivery, the CIO, General Manager of the relative Business and the ROC Program Director. From the Contractors perspective, attendees should be: CIO, and Senior Account Manager or appropriate "C" level Representative.

The following administrative matters relate to the Executive Meeting:

- a. Attendees:
 - i. From the Customer: Executive Director of Future Network delivery (Chairman), Chief Information Officer, the General Manager (of the relative Business), the ROC Program Director (who supports the CIO).
 - ii. From the Contractor: Chief Executive Officer (Vice Chairman), the Chief Information Officer, Senior Account Manager or "C" level representative.
- b. The Customer's Chief Information Officer shall be supported by the ROC Program Director; The Contractor's General Manager shall be supported by the Managing Director.
- c. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor
 - ii. Overall performance against business goals
 - iii. Where applicable, revision of goals and long term plans for development of the relationship
 - iv. Identify and discuss joint strategic business direction and opportunities
 - v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution.
- d. Material: The following support document should be made available to the attendees of the Executive Meeting:
 - i. Meeting Agenda
 - ii. ROC Vendor Executive Pack documenting contract performance
 - iii. Recommendations as escalated from the ROC Vendor Steering Committee
 - iv. Critical Risk and Issues derived from the Risk and Issues Register
 - v. Decision log.
- e. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting.
- f. Frequency: Executive Meetings shall be held annually commencing on the first anniversary of execution of the Detailed Design agreement.

Communication Plan

5.2 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution. The ROC Vendor Steering Committee shall meet quarterly or more frequently if required, to promote a relationship based on trust and mutual understanding and assess and set overall strategy for the relationship.

The ROC Vendor Steering Committee comprises Executives from the Contractor as well as Executives associated with the ROC Program.

The following administrative matters relate to the ROC Vendor Steering Committee meeting:

- a. Attendees:
 - i. From the Customer: The Chief Information Officer (Sydney Trains), the General Manager of Strategic Procurement and the ROC Program Director. The following attendees report in to this meeting: Commercial Manager and ROC Technology Program Manager.
 - ii. From the Contractor: The General Manager responsible for the account or appropriate "C" level Representative. The following attendees report in to this meeting: Project Director.
- b. Agenda: The Meeting Agenda of the ROC Vendor Steering Committee includes:
 - i. Project update
 - ii. Strategic direction of the ROC Program
 - iii. Status of the relationship between the Parties
 - iv. Project budget / incentive opportunities
 - v. Future opportunities associated with the ROC Program and Sydney Trains in general
 - vi. Escalated risk raised by the Management Committee
- c. Material: The following support document should be made available to the attendees of the ROC Vendor Steering Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risks only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with attendees within 48 hours of the end of the meeting
- e. Frequency: ROC Vendor Steering Committee Meetings shall be held quarterly.

5.3 Multi-Vendor Management Committee

The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.

The Multi-Vendor Management Meeting is the forum to review, discuss and provide recommendations on technology, performance and relationship improvements for continual service improvement (CSI).

The Multi-Vendor Management Meeting should be held quarterly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Multi-Vendor Management Meeting should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Sydney Trains & System Integrator:

Communication Plan

- a. Attendees:
 - i. From the Customer: The ROC Program Director, ROC Technology Program Manager, T&C Program Manager and Commercial Manager.
 - ii. From the Contractor: The Senior Account Manager and Project Director
- b. Agenda: the Multi-Vendor Management Committee Agenda includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Relationship Management
 - iv. Proposed efficiencies / business improvement
 - v. Future scope opportunities associated with the ROC Program
 - vi. Escalated risk raised by the Governance Meeting
 - vii. General business
- c. Material: The following support document should be made available to the attendees of the Multi-Vendor Management Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risk only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Multi-Vendor Management Meeting is to meet quarterly.

5.4 Management Committee (Individual Contractors)

The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.

The Management Committee meeting (Individual Contractors) should be held monthly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Management Committee (Individual Contractors) should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Management Committee (Individual Contractors):

- a. Attendees:
 - i. From the Customer: The ROC Technology Program Manager and Commercial Manager. The following attendees report in to this meeting: ROC Release Project Managers.
 - ii. From the Contractor: The Senior Account Manager and Project Director. The following attendees report in to this meeting: Contractor Release Project Managers.
- b. Agenda: includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Commercial Management
 - iv. Relationship Management

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- v. Proposed efficiencies / business improvement
- vi. Future scope opportunities associated with the ROC Program
- vii. Escalated risks raised by the Multi-Vendor Management Meeting
- viii. General business
- c. Material: The following support documents should be made available to the attendees of the Management Committee (Individual Contractors):
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Status Update Pack
 - iv. Joint DRICA ("A" and "B" risks only).
- d. Meeting Minutes: Minutes shall be taken by the ROC PMO representative and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Management Committee (Individual Contractors) is to meet monthly

5.5 Release Delivery Team Meeting

5.5.1 Objectives

The objectives of the ROC Release Delivery Team (RDT) as stated in the RDT charter, are to:

- a. Ensure that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).
- b. Ensure that the program has a clear and common understanding of the scope of the Release.
- c. Ensure the program has a clear and common understanding of how the Release is to be implemented.
- d. Ensure that the Release is compatible with the previous Release and the following Release.
- e. Ensure that scope issues and challenges are identified, prioritised and resolved in a timely manner such that the release schedule is not negatively impacted.
- f. Make recommendations to, and seek endorsements from, the SDRG in relation to release scope challenges and in accordance with the ROC Standard SDRG Meeting Pack guidelines.
- g. Manage the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.
- h. Coordinate the production of, and consolidation of, the deliverables for each ARB Release Gate, in accordance with the program's quality assurance guidelines.

5.5.2 Meeting overview

- a. Attendees:

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- I. From the Customer: Release delivery Manager, Stream delivery managers
 - II. From the Contractor: Release Project Manager from each vendor
- b. Agenda: Release Delivery Team Meeting Agenda includes:
- I. Project status and update
 - II. Schedule Management
 - III. Relationship Management
 - IV. Escalated risk raised by the Governance Meeting
 - V. General business
- c. Material: The following support document should be made available to the attendees:
- I. Meeting Agenda
 - II. Minutes of previous meetings
 - III. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting
- d. Frequency: the Release Delivery Team Meeting is to meet weekly for each release.

5.6 Vendor Management Meeting

The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Meetings should be held weekly to ensure the Project remains focussed on the critical path, and address matters such as delinquency of performance or differing interpretations of the Contractors obligations, progression of the relative ROC Release, service delivery, quality, issue clarification and resolution etc. Where these cannot be resolved to the mutual satisfaction of the Parties, the issue should be escalated to the Management Committee.

Vendor Management Meetings should be conducted by the Project Managers. Items to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc.

No commercial matters are discussed at this level due to the involvement of a number of different vendors.

The Vendor Management Meeting is the first level of management oversight of the ROC Program and should be conducted in separate Release streams to reflect the unique roles of the Individual Contractors.

The following administrative matters relate to the Vendor Management Meeting:

- a. Attendees:
 - i. From the Customer: the relative ROC Release Project Manager, Technology Lead Architect or nominated delegate
 - ii. From the Contractor: Release Project Manager, Project Coordinator and nominated technology SME
- b. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Performance against the schedule
 - ii. Proposed scope changes
 - iii. Deliverable status, including acceptances

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- iv. Resource planning
- v. Customer's CSI compliance
- vi. Risks and Issues
- vii. Escalation points for Management Committee Meeting
- c. Material: The following support documents should be made available to the attendees of the Vendor Management meeting:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Highlight Report
 - iv. Risk and Issues derived from the Risk and Issues Register
- d. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the attendees within 48 hours of the end of the meeting
- e. Frequency: Vendor Management Meetings shall be held weekly.

5.7 Operational Meetings

The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security, integration, configuration and customisation issues, etc.

Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel. No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.

5.8 Project Management Forum

The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.

- a. Attendees:
 - i. From the Customer: The ROC Technology Release Project Managers
 - ii. From the Contractor and Other Contractors: Release Project Managers
- b. Agenda includes:
 - i. Master Schedule overall
 - ii. Potential blockers, emerging issues, threats
 - iii. Relationship Management
 - iv. Lessons learnt, good practice share
 - v. Collegiate advice
 - vi. Future horizon planning
- d. Material: The material is as required to support the subjects being discussed
- e. Meeting Minutes: There are no minutes however action items are taken and distributed
- f. Frequency: fortnightly.

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6 Governance Structure (Technical Governance)

6.1 Contractor (SI) and Other Contractors

6.1.1 The Contractor (SI) is the Customer’s agent responsible for delivering the ROC Solution. Technical Governance between the Contractor and Other Contractors, as well as the Contractor and the Customer is as described in the following diagram.

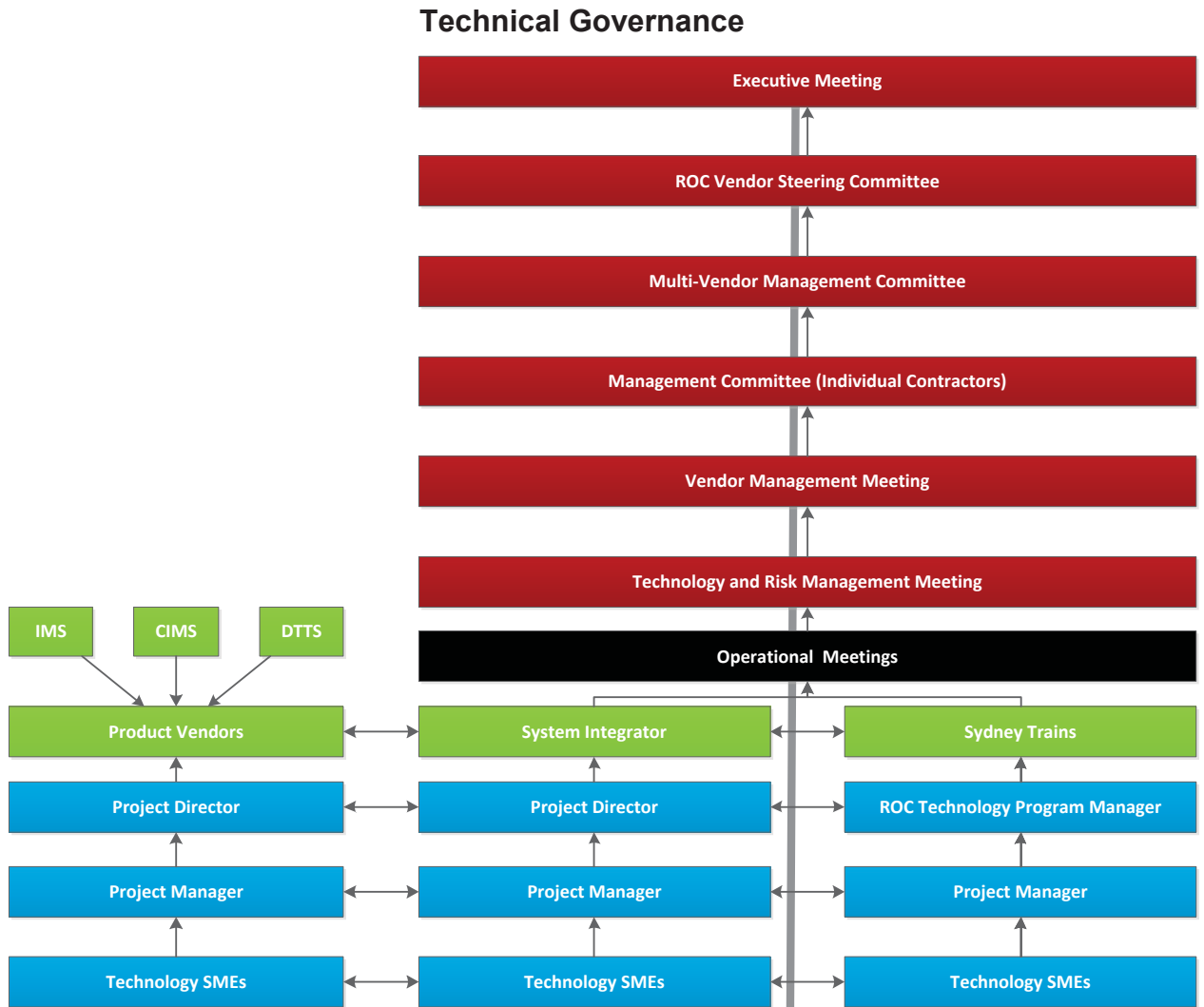


Diagram 1: ROC Technical Governance Diagram

Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cell is not subject to the formal governance process but included by reference in this document.
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 6.1.2 The vertical cells establish the logical workflow between the Contractor and the Other Contractors, as well as the Contractor and the Customer.
- 6.1.3 The horizontal cells establish technical counterparts in increasing levels of significance.
- 6.1.4 The delineation of responsibility is exhibited by the black line between the Customer and Contractor. The purpose is expressly designed to provide a visual representation of the Systems Integrator model engagement.
- 6.1.5 This is reinforced by the fixed engagement lines between the Contractor and Other Contractors technical counterparts, and the line between the Contractors and the Customers technical counterparts. This serves to demonstrate that the Contractor may directly engage the Customers technical personnel during the program, however the technical relationship for product vendors only extends to the Contractor.

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7 Governance Structure (Commercial Governance)

7.1 Commercial Governance

- 7.1.1 While the Contractor (Systems Integrator) is the Customer’s agent responsible for delivering the ROC Solution, commercial matters are expressly excluded from the scope of managing the Other Contractors in order to ensure confidentiality of the Other Contractors’ commercial affairs.
- 7.1.2 Commercial Governance between the Parties is therefore dealt with individually between the Customer, the Contractor and the Other Contractors as illustrated in the following diagram.

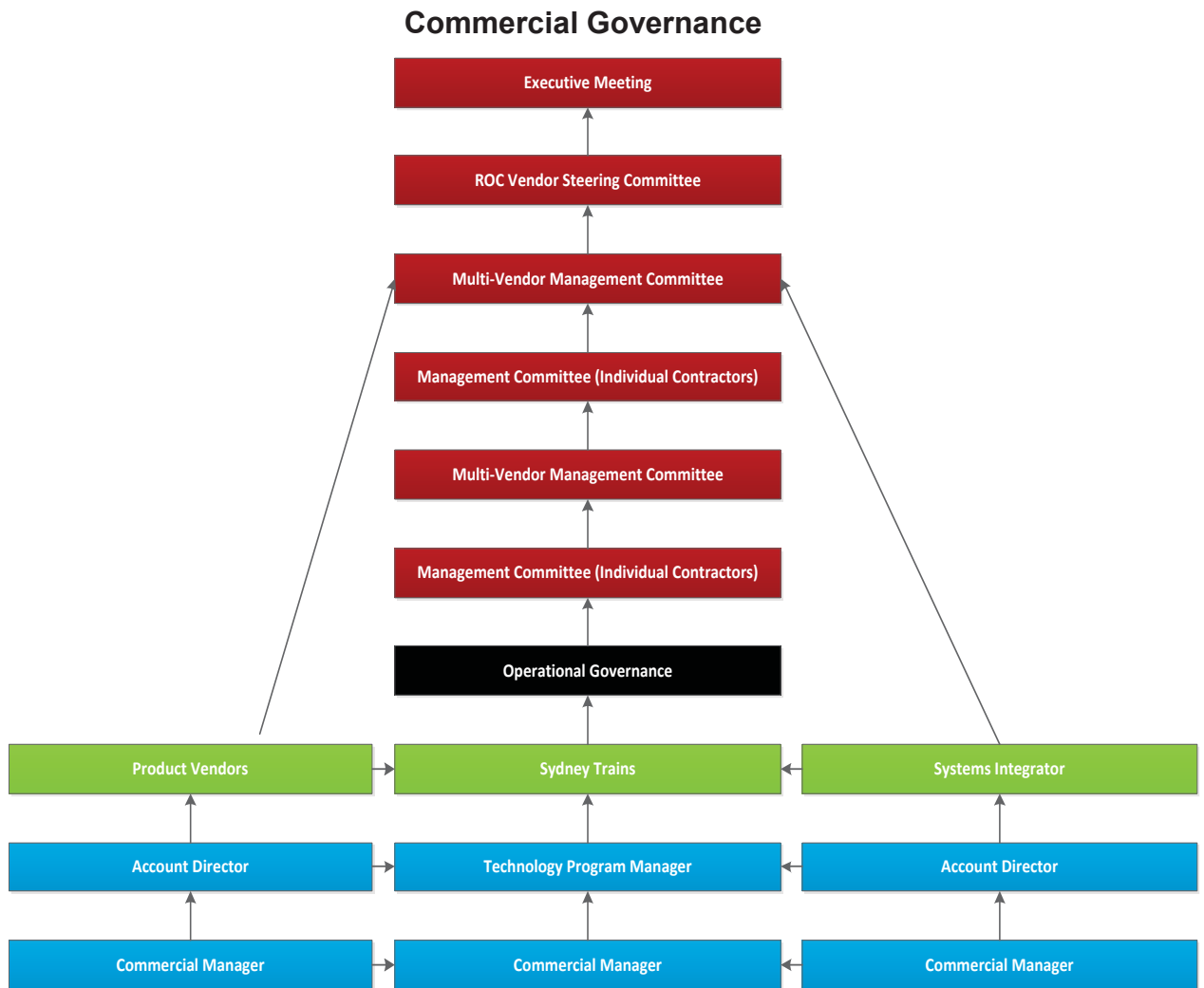


Diagram 2: ROC Commercial Governance Diagram

7.1.3 Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cells are not relevant to Commercial Governance
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

Communication Plan

- 7.1.4 The vertical cells establish the logical workflow within the relevant organisation. Note the separation of the Contractor and the Other Contractors.
- 7.1.5 The horizontal cells establish commercial counterparts between the Other Contractor and the Customer and the Contractor and the Customer.
- 7.1.6 Commercial discussions bypass the operational meeting and vendor management meeting as these involve non-commercial attendees.
- 7.1.7 Discussions relating to commercial issues should occur at the Management Meeting as:
 - a. Meetings are between the Customer and individual contractors to ensure confidentiality of their information.
 - b. The absence of other Contractors promotes an open and frank exchange of views between the parties, including highlighting any issues any Contractor may have with another Contractor.

Communication Plan

8 Contractor's Key Roles in the Governance Structure

8.1 Overview

The Contractor shall provide the following key roles in the joint governance structure:

- a. Managing Director
- b. General Manager
- c. Account Executive / Client Relationship Manager
- d. Service Delivery Manager / Project Director
- e. Account Executive / Client Relationship Manager
- f. Commercial Manager
- g. Project Manager
- h. Lead Solution Architect.

The primary governance-related responsibilities for each key role are specified in sub-section "Key Roles and Responsibilities".

The Contractor shall appoint an individual for each of the roles above and one individual may not fulfil more than three of the roles above.

8.2 Key Roles and Responsibilities

8.2.1 Managing Director

The Contractor's Managing Director is responsible for all facets of the Contractor's performance, including service delivery, relationship management and finances. The Managing Director interfaces with the Customer's CIO.

8.2.2 General Manager

The Contractor's General Manager is responsible for the overall management of the relationship at the strategic and executive level as well as leadership of the service delivery team. The General Manager interfaces with the Customer's Program Director.

8.2.3 Account Executive / Client Relationship Manager

The Contractor's Account Executive will be responsible for the overall engagement with the Customer under this Agreement. The Account Executive will be the single point of accountability for the account and for all of the Services. The Account Executive works with the Customer's Technology Program Manager to align the delivery of Services with the strategic needs of the Customer, with focuses on performance, charges and contractual matters. The primary governance-related responsibilities of the Account Executive are:

- a. Management of the executive relationship between the Contractor and the Customer
- b. Management of the Contractor's delivery teams
- c. Ensuring a successful relationship with the Customer
- d. Overseeing that all performance requirements are satisfied as agreed in this Agreement
- e. Ensuring proper invoicing and payments between the Contractor and the Customer
- f. Overseeing all contractual related matters, e.g. change of service levels, etc.

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- g. Ensuring that the Contractor fulfils all of its obligations under this Agreement
- h. Overseeing and being responsible for the successful completion of transition required to provide Services in this Agreement
- i. Participating in the Customer's strategic planning process and developing recommendations and plans that support the Customer's strategic direction
- j. Informing the Customer about relevant new corporate capabilities and developments within the Contractor's organisation and proposing ideas and solutions that may contribute to Continuous Improvement
- k. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.4 Service Delivery Manager / Project Director

The Contractor's Service Delivery Manager has the overall responsibility of delivering the Services. The Service Delivery Manager works with the Customer's Technology Program Manager to manage and meet commitments, requirements and expectations regarding overall delivery, including scope and demand within the scope of the Services. The primary governance-related responsibilities of the Service Delivery Manager consist of:

- a. Providing overall leadership and management of the Service delivery teams
- b. Interfacing with and supporting the Customer organisation, which contributes to building a successful relationship between the Customer and the Contractor
- c. Responsible for the appropriateness, quality and timeliness of all defined scope of Services and transition, and ensuring overall management of inter-service dependencies and issues
- d. Monitoring and measuring of the Services from the Contractor to the Customer
- e. Ensuring end-to-end responsibility of Maintenance, Service Request, and Enhancement activities to be delivered and/or maintained by the Contractor.

8.2.5 Account Manager / Client Relationship Manager

The Account Manager has primary responsibility for the administration and management of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Account Manager consist of:

- a. Establishing and executing all required account and business management processes and associated reporting to meet the Customer's expectations
- b. Ensuring that a log is updated and shared with the Customer containing names and contact information of personnel holding roles set forth in the PIPP.
- c. Informing the Customer of important changes in the Contractor's resources that may have a material effect on the Services
- d. Assisting the Account Executive in the resolution of contract disputes
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance
- f. Ensuring the Contractor's fulfilment of its obligations under this Agreement;
- g. Ensuring satisfaction of legal requirements
- h. Advising management of contractual rights and obligations
- i. Reviewing and facilitating the Contractor's approval of all contractual documents

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- j. Working with other relevant the Customer teams to ensure contractual requirements are met, including documentation and management of Service Levels
- k. Providing information to the Customer as appropriate to facilitate the Customer understanding of the Contractor's new capabilities relevant to the Services
- l. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.6 Commercial Manager

The Contractor's Commercial Manager has the overall accountability of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Commercial Manager consist of:

- a. Working with the Customer's Commercial Manager to prepare, approve, and execute contract change orders, amendments, and modifications
- b. Maintaining and updating issues and open actions log in order to track and facilitate resolution of all contractual issues and actions; performing escalations as required
- c. Assisting in the contractual management of all new service offerings and related new Customer requirements so that they are properly reviewed, approved, executed, and integrated into the Agreement in accordance with the Contract Change Control Procedure in Schedule 3 of the General Order Form.
- d. Maintaining an index of the pertinent parts of the Agreement, modifications and business agreements, contract correspondence and letters, and other agreed information and documentation pertinent to the Agreement
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance; ensuring the Contractor's fulfilment of its obligations under this Agreement; ensuring satisfaction of legal requirements; advising management of contractual rights and obligations
- f. Run benchmarking exercises in cooperation with the Customer's Contract Manager (discretionary/infrequent activity).

8.2.7 Project Manager

The Contractor's Project Manager has the overall accountability of the performance of the Project team for the day-to-day running and delivery of the Project. The primary governance-related responsibilities of the Project Manager consist of:

- a. Working with the Customer's Project Manager to ensure smooth day-to-day running and delivery of the Project
- b. Managing project deliverables to schedule and budget, identify risks and mitigation strategies and report as required
- c. Single point of contact to vendors for delivery including escalation point.

8.2.8 Lead Solution Architect

The Contractor's Lead Solution Architect has the overall responsibility and accountability of the architectural design of the ROC technology solution. The primary governance-related responsibilities of the Lead Solution Architect consist of:

- a. Working with the Customer's ROC Technology Lead Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Contractor architects in defining the technology solution, specifically supporting the Solution and Integration Architects.

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9 Customer's Key Roles in the Governance Structure

9.1 Overview

The Customer shall fulfil the following six key roles in the joint governance structure for the purpose of providing Services as per this Agreement:

- a. Chief Information Officer
- b. ROC Program Director
- c. Technology Program Manager
- d. ROC Technology Lead Architect
- e. Commercial Manager
- f. Release Project Manager

Each role can be conducted by one or divided into a small number of individuals. The Customer can decide if an individual shall conduct more than one role.

The primary governance-related responsibility for each key role is specified in Section "Key Roles and Responsibilities".

9.2 Key Roles and Responsibilities

9.2.1 Chief Information Officer

The Chief Information Officer is responsible for representing the Customer at Executive Meetings. The Chief Information Officer's key focus is on the strategic relationship with the Contractors in order to ensure the ROC Technical Solution is implemented in accordance with the Customers' operational and budgetary requirements.

9.2.2 ROC Program Director

The Customer Program Director is equivalent to the Contractor's General Manager and responsible at the strategic and executive level for management of the relationship. The Program Director shall:

- a. Provide executive sponsorship of the strategic relationship
- b. Communicate the Customer's IT strategy to the Contractor.
- c. Provide direction and leadership to the ROC Program's Stream Leads

9.2.3 Technology Program Manager

The Technology Program Manager is responsible for overseeing the delivery of Services by the Contractor. The primary governance-related responsibilities of the Technology Program Manager include:

- a. Interacting with the Contractor's Account Executive
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Where applicable, approving Service Credit and Incentive settlement. Approving and authorising the Contractor's invoices to the Customer
- e. Ensuring the Customer meets agreed-upon deadlines
- f. Providing strategic dispute resolution

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- g. Acting as the single point of contact for business users and gatekeepers for requests from business units
- h. Supporting business units in clarification of ROC technology related issues
- i. Working with the Contractor's Account Executive to revise scope of Services as required by the ROC Program
- j. Reviewing key Risks and Issues
- k. Approving prioritisation of Service Requests and Enhancements if needed.

9.2.4 ROC Technology Lead Architect

The ROC Technology Lead Architect is responsible and accountable for overseeing one or more Technology streams in the Project. The primary governance-related responsibilities of the ROC Technology Lead Architect include:

- a. Working with the Contractor's Lead Solution Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Customer architects in defining the technology solution, specifically supporting the architects on the project: Solution, Infrastructure and Data Architects.

9.2.5 Commercial Manager

The Customer Commercial Manager has the primary responsibility for managing the commercial relationship, monitoring the Contractor's commercial performance against the Agreement and ensuring contract compliance. The Customer Commercial Manager shall work with the Contractor's Account Manager and Commercial Manager to achieve the goals and objectives of the contract regarding vendor management. The primary governance-related responsibilities of the Contract Manager include:

- a. Interfacing with the Contractor's Account Manager and the Contractor's Commercial Manager counterpart
- b. Extracting contract terms, Service Levels, and performance metrics that will be monitored and reported
- c. Establishing the Customer's contract governance policies, procedures, tools, and templates
- d. Ensuring internal stakeholder and the Contractor's awareness of and compliance with the Customer's contract governance framework
- e. Regularly reviewing the Contractor's performance against the Agreement
- f. Ensuring receipt of all reports from the Contractor as agreed in the Agreement.
- g. Ensuring that a log is at all times updated and shared with the Contractor containing names and contact information of the Customer personnel holding contractual roles set forth in this schedule
- h. Participating in negotiations for updates to the Agreement
- i. Performing compliance oversight and review of the contractual elements defined in the Agreement, working with the Customer management and others to address and resolve compliance issues
- j. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document

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- k. Review invoices and resolve any charge related issues with the Contractor's Account Manager
- l. Coordinate benchmarking exercises (discretionary/infrequent activity)
- m. Drafting amendments to the Agreement, including socialisation with the relevant internal and Contractor stakeholders.
- n. Ensure approval of contracts and amendments in accordance with the Customer's policies and procedures, applicable laws, the Customer requirements in accordance with the Contract Change Control Procedure of Schedule 3 of the General Order Form
- o. Reviewing the Contractor's performance to contract regarding Service Levels, Service Level Credits and any Service Level rebates.

9.2.6 Release Project Manager

The Customer Release Project Manager is responsible for the day-to-day running of the Customer side of the Project and for overseeing the delivery of the Project by the ROC Program Streams and the Contractor. The primary governance-related responsibilities of the Project Manager include:

- a. Interacting with the Contractor's Project Manager
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Ensuring the Customer meets agreed-upon deadlines at the Project level
- d. Working with the Contractor's Project Manager to manage scope, schedule and budget
- e. Identify Risks and mitigation strategies.

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10 Issue Escalation Process

10.1 General

- 10.1.1 The Parties agree to implement and adhere to a defined escalation process for issues that arise regarding management of service delivery issues and the overall governance of the relationship.
- 10.1.2 Prior to a Party initiating the Escalation Process, the Parties should ensure all reasonable endeavours are undertaken to resolve the Issue at the technical level between the Contractor and the Customer's personnel, or between the Contractor and Other Contractor's technical-level personnel.
- 10.1.3 In the event that an Issue involves an Other Contractor, and is of a specific commercial nature, the escalation path should exclude the Contractor (System Integrator).
- 10.1.4 The Parties shall resolve issues in a constructive way that reflects the concerns and commercial interests of each Party. The Parties' primary objective and intent is to ensure that sufficient effort is made to have issues resolved by the appropriate levels of authority as soon as possible without the need for escalation.
- 10.1.5 In the event the Parties cannot reach a resolution of an issue at a given level, the Parties shall follow the Escalation Procedures, in terms of Notification, Documentation, and Request for Meeting, Escalation Path, and Issue Review as set forth in Section "Escalation Path".

10.2 Escalation Procedures

10.2.1 Notification

- a. Either Party (i.e the customer or the contractor) may decide that escalation is desirable when resolution of an issue appears unachievable at the current management level. In that event, the Party desiring escalation provides written notice of its intention to the member(s) of the other Party currently involved in the dispute.
- b. At either Party's request, the Parties currently engaged in attempting to resolve the issue shall meet again to attempt resolution of the issue prior to escalation to the next level. When and if the issue cannot be resolved at the current management level, the issue will then be escalated after good faith attempts by the Parties to resolve the issue at the current level. However, at any time five days or more after an issue has been escalated to one of the levels in Section "Issue Escalation Path", a Party may, by notice to the other party, escalate it to the subsequent level.

10.2.2 Documentation

- a. The Parties will jointly develop a short briefing document called Statement of Issue for Escalation that describes the issue, relevant impact and positions of the Parties.
- b. Documentation shall be prepared with the sufficient basis for an appropriate consideration and conclusion.

10.2.3 Request for Meeting

- a. A meeting will be scheduled with appropriate individuals with written notice. Parties will endeavour to meet as soon as possible, however no more than five (5) days from notification.
- b. The Statement of Issue for Escalation will be sent in advance to the participants.

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10.2.4 Escalation Path

The following diagrams depict the escalation paths based on the nature of the engagement with the Contractor. These are:

- a. Systems Integrator and the Customer; and
- b. Systems Integrator and the Other Contractors.

System Integrator (Contractor) / Sydney Trains (Customer) Escalation Path

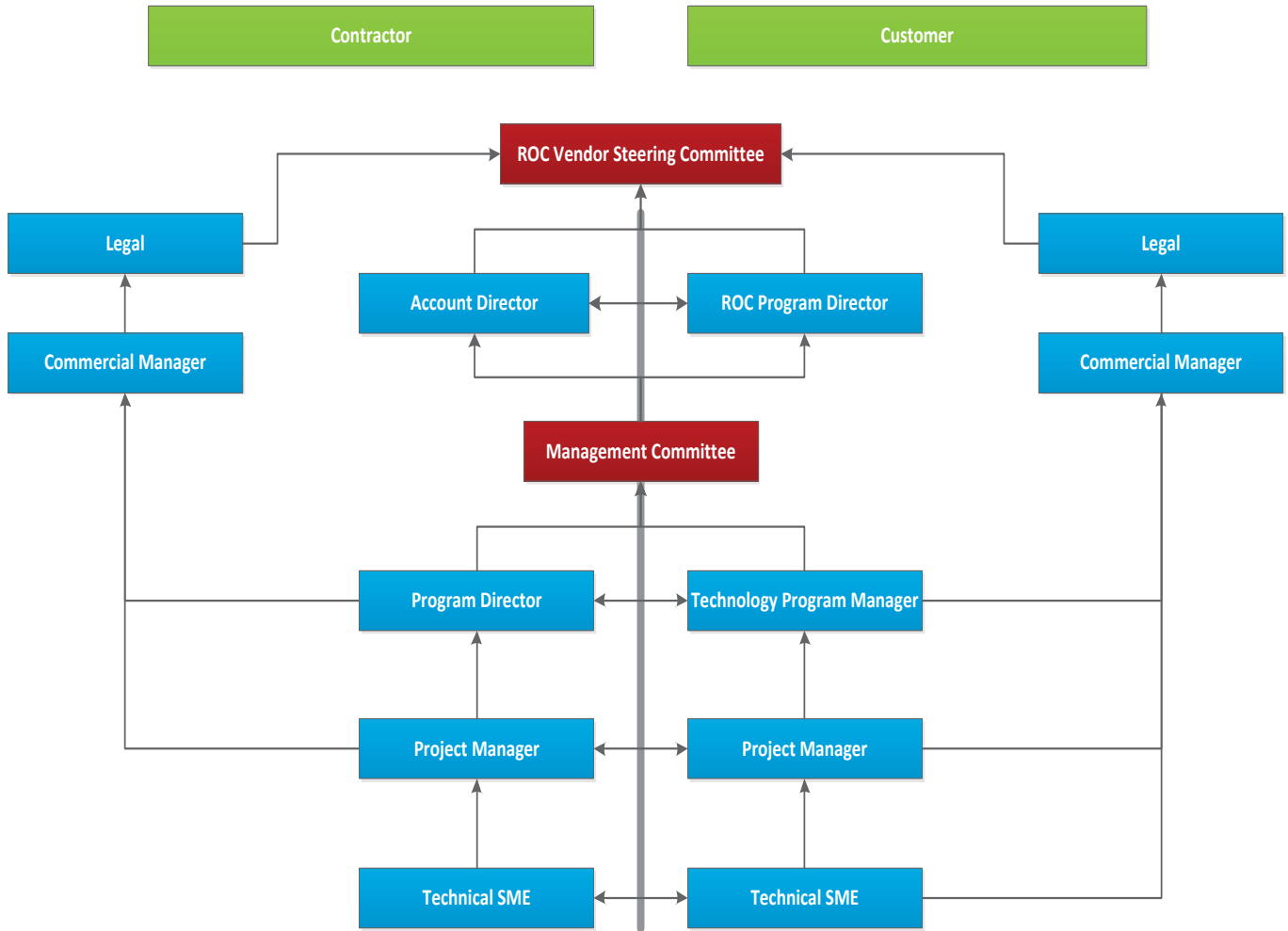


Diagram 3: System Integrator ("Contractor") / Sydney Trains Escalation Path Diagram

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Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

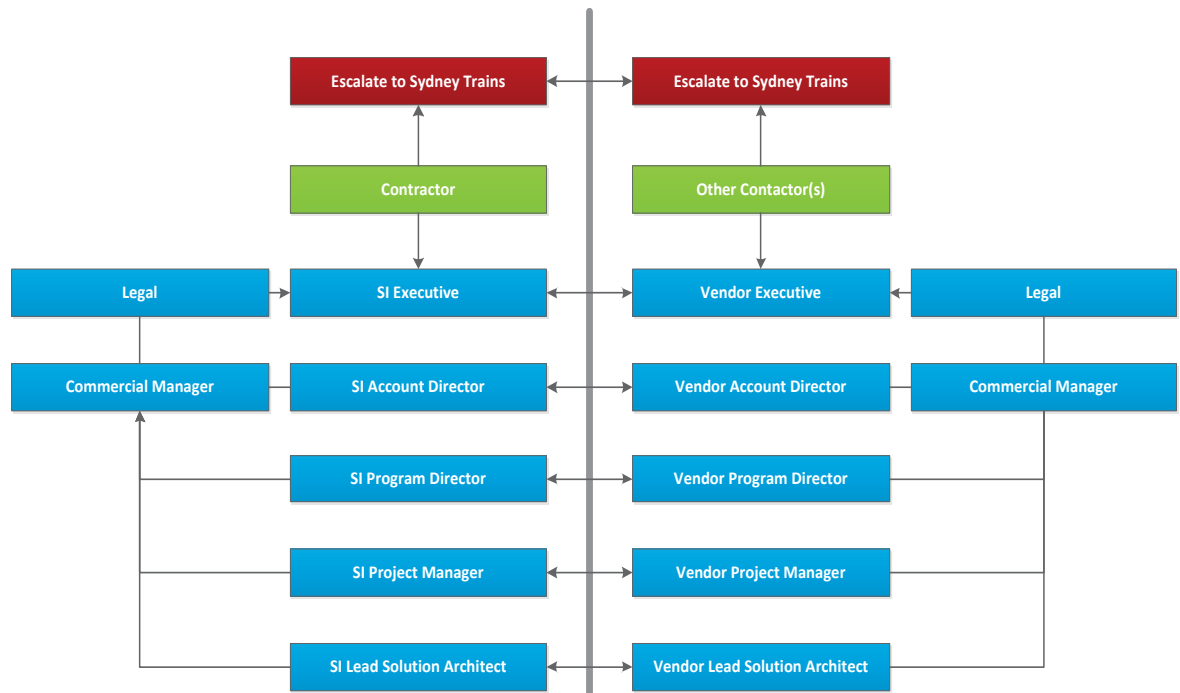


Diagram 4: Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

10.2.5 Issue Review

Each individual manager and process owner shall try to resolve any issues with their counterpart. If no agreement is made, the Parties should follow, wherever practicable, the above escalation path which attempts to resolve the issue at the counterpart level. From individual manager and process owner there are the following forums.

10.2.6 Technical Level

Wherever practicable, issues should be resolved at the technical level prior to escalation to the Vendor Management Meeting. The exception to the rule is instances where the discussion has the potential to have a quality, schedule or commercial impact. The following should be considered:

- a. Is it a technological issue related to the Contractor's product or their performance?
- b. Has the Customer contributed to the issue in terms of non-performance, delays in providing CSI, or failure to manage 3rd parties?
- c. Is the Issue attributable to limitations of the Customer's technological environment?
- d. If the issue cannot be resolved, it shall be treated according to the following contractual profile:
 - i. Technological or delivery related issues should be escalated to the Vendor Management Meeting
 - ii. Matters of a Commercial nature should be escalated to the Management Committee meeting.

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10.2.7 Vendor Management Meeting

Escalation to the Vendor Management Meeting is only appropriate if the Parties have exhausted all options at the Technical level. Attendees at the Vendor Management Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Was the issue a foreseeable event?
- c. Is it a technological issue related to the Contractor's product or their performance?
- d. Has the Customer contributed to the issue, in terms of performance, or technological limitations?

10.2.8 Management Committee Meeting

The Management Committee Meeting is the forum to discuss commercial issues escalated by a Party. Attendees at the Management Committee Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Is this a technological issue?
- c. Does the Contract support a particular Contractor's position?
- d. Was the issue a foreseeable event?
- e. Does the issue relate to partial or substandard performance by the Contractor and/or the Customer?
- f. Has the Customer provided all necessary assistance, information, etc. to enable the Contractor to perform their work?
- g. Has an Other Contractor contributed to the issue?

If the issue cannot be resolved, it shall be escalated to the ROC Vendor Steering Committee for final determination.

10.2.9 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the forum to discuss all outstanding technological, relationship or commercial issues escalated by the Management Committee Meeting. Unless it is unequivocal as to which party bears sole responsibility for an issue, the attendees' focus at the ROC Vendor Steering Committee should be to attempt to resolve the matter in a way that is conducive to the commercial interests of all Parties.

10.2.10 Issue Documentation after Resolution

- a. Resolution of an issue must be documented and executed as a statement of fact. The documentation should additionally identify what further actions will be required to prevent reoccurrence: for example, changes in processes, contract variation etc.
- b. Copies of the Issue Documentation must be retained in the shared document repository.

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10.3 ROC Culture and Behaviours

The ROC Program adheres to the following meeting rules or “etiquette”¹:

ROC Culture and Behaviors	
Meeting Etiquette ... ensuring meetings are efficient, collaborative & innovative	
You should expect ...	You should challenge ...
An agenda and purpose for the meeting should be clear in the invitation (plus any pre-reading if possible).	Meetings without precise purpose and direction which linger and do not achieve an outcome.
Meetings invitations to be sent and responded to in good time.	People tentatively accepting or declining a meeting invitation without providing a reason.
Scheduled breaks for longer meetings, so e-mails and phone messages can be checked.	People 'reading under the table', scrolling through emails, texting, internet surfing, etc... <i>Note: if this happens, perhaps the meeting is not focused enough, or the wrong people are there</i>
People arriving early so meeting can start on time.	People arriving late, expecting others to brief them. <i>Note: if you miss part of the meeting, you lose your right to complain later about decisions made</i>
Mobile phones turned to silent. 'Only step out for extraordinary calls.	Use of mobile phones which distract meetings.
Comments to be held until the speaker finishes, however legitimate interjections and clarifications should be made appropriately.	Interruptions that are not constructive or on topic.
Being respectful of all inputs, feedbacks, opinions – even if they challenge the status quo.	Input that isn't made constructively.
People using 'I statements' to share their experiences with frank, honest and powerful words.	People starting statements with 'they', 'we', 'you', or otherwise trying to speak on behalf of groups not in the room.
A meeting to finish at least 5 mins before the allotted time; allowing others to get to next commitments on time	Meetings that extend past the time allotted or make you late for your next commitment.
Your Challenge: Can you achieve your objectives and reduce meeting time?	

¹ Reference - Sydney Trains document: *ROC Meeting Etiquette Poster.docx*

Communication Plan

11 Stakeholder Engagement Matrix

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
Meetings	Executive Meeting	The Executive meeting is the forum from which executives from Sydney Trains and the Systems Integrator discuss the progress of the project and potential future opportunities.	<ul style="list-style-type: none"> - Executive Director Future Network Delivery(Chairman) - CIO - General Manager (relative Business) - ROC Program Director (supports the CIO). 	<ul style="list-style-type: none"> - CEO - CIO - Senior Account Manager, or "C" level representative 	<ul style="list-style-type: none"> i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor ii. Overall performance against business goals iii. Where applicable, revision of goals and long term plans for development of the relationship iv. Identify and discuss joint strategic business direction and opportunities v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution. 	<ul style="list-style-type: none"> i. Meeting Agenda ii. ROC Vendor Executive Pack documenting contract performance iii. Recommendations as escalated from the ROC Vendor Steering Committee iv. Critical Risk and Issues derived from the Risk and Issues Register v. Decision log 	Contractor 48 hours	Annually
	ROC Vendor Steering Committee	The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution.	<ul style="list-style-type: none"> - CIO - GM Strategic Procurement - ROC Program Director <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Commercial Manager - ROC Technology Program Manager 	<ul style="list-style-type: none"> - GM responsible for Account, or "C" level representative <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Project Director 	<ul style="list-style-type: none"> i. Project update ii. Strategic direction of the ROC Program iii. Status of the relationship between the Parties iv. Project budget / incentive opportunities v. Future opportunities associated with the ROC Program and Sydney Trains in general vi. Escalated risk raised by the Management Committee 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risks only) 	Contractor 48 hours	Quarterly
	Multi-Vendor Management Committee	The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.	<ul style="list-style-type: none"> - ROC Program Director - ROC Technology Program Manager - T&C Program Manager - Commercial Manager <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Proposed efficiencies / business improvement v. Future scope opportunities associated with the ROC Program vi. Escalated risk raised by the Governance Meeting vii. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risk only) 	Contractor 48 hours	Quarterly / ad-hoc as required

Communication Plan

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
	Management Committee (Individual Contractors)	The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.	<ul style="list-style-type: none"> - ROC Technology Program Manager - Commercial Manager <p>NOTE: ROC Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Contractor Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business <p>All of the above is included in a pack with the status update and prepared by the vendor</p>	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Status Update Pack iv. Joint DRICA ("A" and "B" risks only) 	PMO Representative 48 Hours	Monthly
	Release Delivery Team Meeting	<p>The Release Delivery Team Meeting: ensures that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).</p> <p>It also manages the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.</p>	<ul style="list-style-type: none"> - Release Delivery Manager - Stream Delivery Managers 	<ul style="list-style-type: none"> - Vendor Release Project Managers 	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Escalated risk raised by the Governance Meeting v. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting 	PMO 48 hours	Weekly
	Vendor Management Meeting	The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Vendor Management Meetings should be conducted by the Project Managers. Issues to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc. No commercial matters are discussed at this level due to the involvement of a number of different vendors.	<ul style="list-style-type: none"> - ROC Release Project Manager - Technology Lead Architect or nominated delegate 	<ul style="list-style-type: none"> - Release Project Manager - Project Coordinator - Nominated technology SME 	<ul style="list-style-type: none"> i. Performance against the schedule ii. Proposed scope changes iii. Deliverable status, including acceptances iv. Resource planning v. Customers CSI compliance vi. Risks and Issues vii. Escalation points for Management Committee Meeting 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Highlight Report iv. Risk and Issues derived from the Risk and Issues Register 	Contractor 48 hours	Weekly
	Operational Meetings	The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security,	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers (o) - other key personnel (o) 	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers 	As Required	As Required	There are no minutes however action items are taken and	As required

Communication Plan

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
		<p>integration, configuration and customisation issues, etc.</p> <p>Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel.</p> <p>No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.</p>		<p>(op.)</p> <ul style="list-style-type: none"> - Other key personnel (op.) 			distributed	
	Project Management Forum	<p>The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.</p>	<ul style="list-style-type: none"> - ROC Technology Release Project Managers 	<ul style="list-style-type: none"> - Release Project Managers 	<ul style="list-style-type: none"> i Master Schedule overall ii. Potential blockers, emerging issues, threats iii. Relationship Management iv. Lessons learnt, good practice share v. Collegiate advice vi. Future horizon planning 	<p>The material is as required to support the subjects being discussed</p>	<p>There are no minutes however action items are taken and distributed</p>	Fortnightly
Reports	Project Highlight Report	<p>Generated weekly per ROC Release and contains: Key Indicators (Project RAG Status); Milestone, budget and overall project update with particular explanations of any amber or red items; PIPP Deliverable updates; DRICA updates; Change Requests/updates & Action Items</p>	<ul style="list-style-type: none"> - ROC Technology Program Manager - ROC T&C Program Manager - ROC Commercial Manager - Customer Release Project Managers - Customer Lead Architects 	<ul style="list-style-type: none"> - SI Project Director - Release Project Managers - Release Team Members if/as required 		PHR Report	PHR Report	Weekly
	Project Status Update Pack	<p>Developed and presented during the Management Committee Meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Pack covers the following items:</p> <ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business 	N/A	PMO Coordinator	Monthly

Appendix J – ETG PIPP

See embedded document: ETG PIPP



ETG PIPP.docx

Document Version	Date	Edited by	Reason/nature of changes
0.1	15 December 2017	G+T	Introduction of CR9
0.2	19 December 2017	G+T	Updates to account for CR8

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ETG Project –Delivery Schedule

1. Definitions

Capitalised terms which are not defined in this ETG PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this ETG PIPP:

Acceptance Criteria means the criteria set out in Appendix E.

AAD means Actual Acceptance Date.

Backlog Process means the process by which Observations are documented, prioritised, quantified and analysed as further described in paragraph 3.4.

Business Scenarios means the Customer's high level ROC business processes that interact with the ETG Solution and represent the different types of service disruptions that are likely to be encountered by the Customer during a day of operations.

Commission, Commissioned or Commissioning refers to the activities to move the ETG Solution into the Production Environment as set out in the Commissioning Plan Deliverable.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Design for Transition Phase has the meaning given in paragraph 2.2.1.c).

Detailed Technical Analysis Output Document Deliverable means the Document Deliverable of that name under the ECI Deed.

Development Phase has the meaning given in section 2.2.1.b) of this ETG PIPP.

Development Phase Services has the meaning given in the ECI Deed.

Development Phase Deliverables has the meaning given in the ECI Deed.

Discovery Phase has the meaning given in section 2.2.1.a) of this ETG PIPP.

Discovery Phase Deliverables has the meaning given in the ECI Deed.

Discovery Phase Services has the meaning given in the ECI Deed.

Drop means a discrete sequential stage in the:

- a) creation of design artefacts; and
- b) development of,

the ETG Solution. The scope and Deliverables for Drops 1 through 4 are as defined in the ROC Day of Operations Electronic Train Graph – System Integration Plan and Design.

DS means Dassault Systems Australia Pt Ltd (ABN 92 113 589 772) of Level 9, 190 Georges Terrace Perth WA 6000.

DS Customer Contract means the contract between the Customer and Dassault Systems Australia Pty Ltd on or about 20 June 2016 with contract number CW49537, as amended from time to time.

DTTS has the meaning given in the Additional Conditions.

ECI Deed means the Early Contractor Involvement Deed that was entered into by the Parties on or about 12 July 2017.

ETG means electronic train graph.

ETG Functional Requirements has the meaning given in section 3.2.2.a).

ETG Non-Functional Requirements has the meaning given in section 3.2.2.b).

ETG Project has the meaning given in section 2.1.1.

ETG Requirements has the meaning given in section 3.2.2.

ETG Solution has the meaning given in section 2.1.1.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this ETG PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this ETG PIPP.

Handover Phase has the meaning given in paragraph 2.2.1.e).

Hypercare refers to the enhanced support put in place during the Transition Phase as set out in the Hypercare Plan Deliverable.

Interface means each interface between the ETG Solution and the Customer Environment and other applications (as applicable), as detailed in the Interface Specifications.

Interface Design Specifications means the description of each Interface, such as SIRI and Notification Interface, including XML schema definition as delivered as part of the Development Phase.

Interface Specifications means the specifications for the Interfaces as referenced in The Day of Operation Electronic Train Graph – Solution Overview and the Interface Design Specifications.

Load and Performance Testing has the meaning defined in the document titled “ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)” set out in Appendix F (Testing Baseline) of this ETG PIPP.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Observations means observations on the ETG Solution, including those made by the Customer, and those identified by the Contractor as part of the Development Phase of the ETG Solution, that will be reviewed and analysed as part of the Backlog Process.

PROD has the meaning given in the PIPP.

Production Environment has the meaning given in the PIPP.

Project Schedule means the Project Schedule jointly developed by the Customer and the Contractor detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in Appendix C to this ETG PIPP.

Quintiq means Quintiq Pty Ltd.

REM has the meaning given in the PIPP.

ROC means the Rail Operations Centre.

ROC Program has the meaning given in the PIPP.

ROC Technology Solution has the meaning given in the PIPP.

Service Planner means the software licensed to the Customer under the DS Customer Contract.

Service Planner Technical Infrastructure Design or TID means the Technical Infrastructure Design documents for the relevant Customer Environment.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

Stabilisation refers to the activities that enable the ETG Solution to meet the ETG Non-Functional Requirements as set out in the Stabilisation Plan Deliverable.

System has the meaning given in the PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Technical Environment Management Strategy or TEMS means the Customer's technical environment management strategy.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

The Day of Operation Electronic Train Graph – Solution Overview means the document of the name as approved by the Customer on 13 October 2017 (as amended).

Transition Phase has the meaning given in section 2.2.1.c) of this ETG PIPP.

UAT means user acceptance testing.

Use Cases mean the 'Out of Box' functions that are available in Service Planner to enable the train controllers to make effective service disruption management decisions on a day of operations.

2. Introduction

2.1. ETG Project

- 2.1.1. The Customer currently uses paper-based day of operations scheduling tools (e.g. paper train graph and paper "zig-zag" tables) across its train network. The ROC Program includes the deployment of new system capabilities to deliver an electronic train graph utilising the

configured Service Planner software integrated with relevant Customer applications as specified in The Day of Operation Electronic Train Graph – Solution Overview (**ETG Solution**), as further described in paragraph 2.1.3 (**ETG Project**). An original part of the ROC Program was to deliver a day of operations timetabling system known as DTTS. The ETG Solution is a component of the DTTS. The Customer may, in its discretion, opt to develop the ETG Solution further to be the DTTS in due course, however as from Change Request 9, the Parties have agreed to deliver the ETG Solution and each reference to DTTS in the Customer Contract will be read to include a reference to the ETG Solution.

2.1.2. Pursuant to the ECI Deed, the Customer engaged the Contractor to assume full responsibility as prime contractor for the design and development of the ETG Solution. Change Request 9 to this Customer Contract engages the Contractor as prime contractor to provide Design for Transition Services to prepare for the commissioning of the ETG Solution into the Production Environment and the Handover Phase Services, using DS (formerly Quintiq Pty Ltd) as its subcontractor. The Contractor is providing the Services under this ETG PIPP in its capacity as prime contractor in respect of the ETG Solution and as the System Integrator in respect of integration of the ETG Solution with Customer applications in accordance with the Integration Specifications.

2.1.3. As part of the ETG Project, the Contractor must:

- a) configure the Service Planner with an appropriate set of Customer business Master Data and reference data as set out in the Detailed Technical Analysis Outputs Document;
- b) integrate Service Planner with a set of key existing Customer systems as specified in the Interface Specifications, including:
 - i. Timetabling Publishing System (**TPS**);
 - ii. Operational Systems Server (**OSS**)/Trains Locational Publisher (**TLP**);
 - iii. Train Running Information Management System (**TRIMS**) ,
 - iv. Day of Operations Possessions Management System (**TRAK2**);
 - v. Fleet Allocation and Reporting System (**FARS**); and
 - vi. develop the capability within Service Planner to integrate with the REM application being implemented in accordance with this Customer Contract (when available);
- c) work with the Customer's Safety assurance and human factors resources to address operational Observations to implement the ETG Solution in the Production Environment in accordance with the Backlog Process;
- d) implement the ETG Requirements;
- e) develop the ETG Solution so that it is capable of supporting the future Customer Rail Operating Model - e.g. ability to calculate desirable metrics that drive appropriate scheduling;
- f) demonstrate that the ETG Solution is ready to be implemented in the Production Environment;
- g) provide Commissioning, Stabilisation and Hypercare of the ETG Solution in the Production Environment; and
- h) hand-over the ETG Solution to the Customer's 'Business as Usual' function.

2.2. Phased approach

2.2.1. The ETG Project is divided into the following phases containing the following activities:

- a) **Discovery Phase:** comprising all necessary activities in respect of the planning and analysis of the Customer's requirements for the ETG Solution as required by the Discovery Phase Services and Discovery Phase Deliverables.
- b) **Development Phase:** comprising all necessary activities for the development, delivery, implementation, integration and installation of the ETG Solution in accordance with the Development Phase Services and Development Phase Deliverables to demonstrate that the ETG Solution meets the ETG Functional Requirements.
- c) **Design for Transition Phase:** comprising all activities for the preliminary planning of the Transition Phase so that the ETG Solution is ready for Commissioning and Stabilisation, as set out in section 6 of this ETG PIPP.
- d) **Transition Phase:** comprising all necessary activities to 'cut over' or Commission the ETG Solution into the Production Environment including Stabilisation of the ETG Solution to meet the ETG Non-Functional Requirements, and Hypercare as set out in section 7 of this ETG PIPP.
- e) **Handover Phase:** comprising all activities required to formally hand over the ETG Solution to the Customer's "Business as Usual" function (including the design for such activities and their implementation), as set out in section 8 of this ETG PIPP.

2.3. Drops

- 2.3.1. The ETG Solution will be developed in a series of Drops under the ECI Deed. The purpose of each Drop is to focus on the functional requirements for the ETG Solution for a specific Business Scenario applicable to the Customer.
- 2.3.2. The Customer may, in its absolute discretion, elect to move into the Transition Phase under this Customer Contract following the successful delivery of the Development Phase Deliverables (in whole or in part) for Drop 3 or Drop 4. If the Customer elects to move a Drop into the Transition Phase that contains any failures to meet the ETG Requirements, the Contractor must remedy such failure to meet the ETG Requirements in that Drop as part of the Transition Phase Services.

2.4. Contractor's obligations

- 2.4.1. The Parties acknowledge and agree that the Discovery Phase and Development Phase is supplied by the Contractor pursuant to the ECI Deed. Nothing in this ETG PIPP affects the Contractor's obligations under the ECI Deed.
- 2.4.2. As at Change Request 9, the Customer has engaged the Contractor to provide:
 - a) Design for Transition Phase Services and Deliverables; and
 - b) Handover Phase Services and Deliverables,pursuant to this ETG PIPP. The Customer's requirements for the Transition Phase Services have yet to be determined and if required, shall be negotiated between the Parties during the Design for Transition Phase and agreed between the Parties under a Change Request. The Parties acknowledge that such Change Request will include entry into the relevant Module and further Additional Conditions.
- 2.4.3. The Contractor must:
 - a) inform itself of the ETG Requirements and the ETG Project;

- b) supply the Services and Deliverables described in this ETG PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor and in a manner such that the ETG Requirements are met;
- c) perform all other services, functions, activities, tasks and responsibilities not specially identified in this ETG PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this ETG PIPP; or
 - ii. reasonably required for the supply of the Services and Deliverables described in this ETG PIPP; and
- d) perform its obligations in relation to Subcontractors for the ETG Project in accordance with this Customer Contract.

3. Scope and Project Delivery Model

3.1. Scope Management

3.1.1. The MoSCoW scope prioritisation technique will continue to be used throughout the ETG Project. This is defined in the table below:

Category	Description
Must Have	Provides the minimal usable set of requirements which the ETG Project must deliver e.g. The integrated ETG Solution shall provide the ability to receive, from source system(s), the real-time train location information of any service (via the TLP) within the MRN, together with any service within a 10km radius (minimum) of entering the MRN (Customer control boundary).
Should Have	Important requirements that if not delivered may lead to business dissatisfaction e.g. The ETG Solution shall provide the ability to automatically apply preconfigured filters/thresholds when displaying planned vs actual routes/times on the ETG.
Could Have	Desirable requirements that have less impact if not addressed during the ETG Project e.g. The ETG Solution shall provide the ability to visualise the stabling and standby locations of fleet.
Won't have	Low priority requirements that won't be delivered as part of the ETG Project e.g. The ETG Solution shall provide the ability to simulate timetable resolution scenarios based on specified criteria (e.g. alterations to train services, alterations in crew allocations, effect of incidents such as signal failures, track section unavailability, electric power outages, extreme heat, rain etc.)

3.1.2. Business Scenarios and Use Cases, as determined in the Discovery Phase and Development Phase will be used in order to facilitate the rapid development of the ETG Solution, by leveraging the creation of validation scripts. The Business Scenarios and Use Cases can also form the basis of training activities in the later delivery phases.

3.1.3. Business Scenarios are first mapped to Use Cases and then mapped across to the ETG Requirements. This approach is to ensure that the ETG Solution can be linked through the ROC Program outcomes, and provides traceability to business benefits.

3.1.4. The Business Cases and Use Cases will be 'living documents' updated throughout the Development Phase for each Drop, allowing for the development activities to commence once there are suitable blocks of work defined.

3.2. ETG Requirements

3.2.1. The Contractor:

- a) must deliver the ETG Solution to meet the ETG Requirements that have been prioritised as 'Must Have' as set out in Appendix A (ETG Requirements); and
- b) where possible, deliver the ETG Solution to meet the ETG Requirements that have been prioritised as 'Should Have' or 'Could Have' as set out in Appendix A (ETG Requirements),

in each case as prioritised in accordance with the MoSCoW technique outlined in section 3.1 and as updated from time to time in accordance with paragraph 3.4.

3.2.2. The Customer's requirements for the ETG Solution include, the Customer's:

- a) functional requirements for the ETG Solution, as set out in tab titled 'RFP Functional Scope Gap' in Appendix A (ETG Requirements), (**ETG Functional Requirements**); and
- b) those non-functional requirements that are agreed between the Parties as part of the Design for Transition Phase from the list of preliminary non-functional requirements set out in the tab titled 'RFP Non Functional Scope Gap' in Appendix A (ETG Requirements) and documented as the ETG Non-Functional Requirements Response Deliverable, (**ETG Non-Functional Requirements**),

in each case, as updated from time to time in accordance with paragraph 3.4 (together the **ETG Requirements**).

3.2.3. The Customer's ETG Requirements include the following business functional area requirements:

#	Business Functional Area	Description
1.	Day of Operations Timetable Management	<p>Creation of a consolidated train schedule (e.g. DWTT, Freight...) based on existing available schedules from upstream business functions (e.g. Train Planning) with the intent of creating a T-0 timetable suitable for day of operations execution.</p> <p>Ability to manually manage various ad-hoc changes required to the day of operations timetable during normal execution.</p> <p>Ability to manually manage service disruptions caused by Incidents within day of operations.</p>
2.	Train Running Monitoring and Delay Management	<p>Automatic matching of actual train location data with the day of operations timetable.</p> <p>Ability to visualise the real-world anomalies that are presented as train location such that an end-user can determine suitable manual resolution.</p> <p>Visualisation of delays to train services and the ability to generate metrics relating to delay impacts to provide decision support to service disruption management of</p>

		the ETG Solution.
3.	Downstream Publication of Day of Operation Timetable	Ability to publish day of operations timetable at the start of day. Ability to publish timetable changes generated to the day of operations timetable as part of normal execution or service disruption.
4.	Network Outage Management	Ability to manage track closures (“ Possessions ”) relating to network maintenance or network disruption scenarios, as part of managing train services within the day of operations timetable during execution.
5.	Fleet Allocation Management	Ability to manage on-network fleet allocations as part of managing train services within the day of operations timetable during execution.

3.3. Out of Scope

3.3.1. Subject to any changes agreed between the Parties in accordance with this Customer Contract, the ETG Requirements exclude the following:

b) business functional area requirements; and

#	Business Functional Area	Description
1.	Day of Operations Timetable Management	Defining a business and/or technical solution to address existing scheduling issues (e.g. quality, alignment, process, timeliness etc.) due to business processes that occur within the scheduling time horizon (i.e. before day of operations T-0). Advanced decision support / optimisation of changes required to the day of operations timetable due to normal execution or service disruptions caused by incidents.
2.	Train Running Monitoring and Delay Management	Providing a future rail operating model relating to Train Monitoring Officers and the Delay Attribution Officers. Replacing the existing Train Location System. Two-way integration with REM (as likely changes required to both REM and Service Planner). Replacing the existing Customer Information Train Running Monitoring component.
3.	Downstream Publication of Day of Operation Timetable	Two-way integration with existing Passenger Information (PI) systems (as likely changes required to both PI and Service Planner).
4.	Network Outage Management	Replacement of existing day of operations Possessions Management System (e.g. TRAK2). Possession planning and management.
5.	Fleet Allocation Management	Replacement of existing day of operations Fleet Allocation System (e.g. FARS).

		Two way integration with FARS. Yard planning and management.
--	--	---

c) the following key software quality characteristics of the ETG Solution:

#	Quality Area	Description
1.	Performance	For visualisation of train location data, some complex planning actions and bulk transactions could exceed 2 seconds.
2.	Reliability	Demonstrating or testing of Service Planner COTS functionality that the Contractor is not required to configure as part of the Services for the ETG Solution.
3.	Interoperability	Developing an automated solution for handling all erroneous real-world train location data. Including functionality in Service Planner to address short-comings in upstream systems or business processes that impact the quality of data supplied to Service Planner.
4.	Availability	Responsibility for measuring availability in the Production Environment.

3.3.2. In addition, as part of the Services, the Contractor is required to provide the Customer with the required specifications for the Customer Environment that the Customer is required to build in order for the ETG Solution to operate in the relevant Customer Environments. As part of the Design for Transition Phase Services, the Parties will document such specifications in a Technical Infrastructure Design Document. To the extent the Customer provisions the relevant Customer Environments in accordance with the Contractor-provided specifications, and such specifications are unsuitable because the hardware provided by the Customer caused the System to fail to meet the requirements (other than due to the capacity forecast proving to be inadequate), the Customer may:

- a) require the Contractor to pay 90% of the costs associated with any necessary modifications to that hardware (including where the applicable cost is the procuring of additional hardware); and
- b) require the Contractor to carry out any necessary work or modifications it believes necessary or that are requested by the Customer to ensure that the additional hardware is suitable to ensure that the System meets the requirements.

3.4. Schedule Management and Backlog Process

3.4.1. Subject to sections 7.1.2 and section 10:

- a) the Discovery, Development and Transition Phases are intended to be time boxed to fixed duration; and
- b) the ETG Solution is to be implemented within 2 weeks of the planned implementation date set out in the Project Schedule.

3.4.2. The MosCoW method is continually used to reassess what can be delivered within the agreed timelines and to ensure that factors that may impact the schedule are tightly managed. As part of the ETG Project Governance Forums set out in section 13 and the Backlog Process, the Parties shall consider:

- a) timely issues for escalation and resolution;
- b) availability of business stakeholders for:
 - i. Business Scenario and Use Case clarification;
 - ii. attendance at validation and showcase phases; and
 - iii. MoSCoW prioritisation of the ETG Requirements.

3.4.3. Throughout the ETG Project:

- a) any new ETG Requirements will also be prioritised using the MoSCoW technique; and
- b) existing requirements and priorities will be reviewed throughout the ETG Project to ensure that they remain valid.

Any prioritised ETG Requirements will then be considered and agreed between the Parties as part of the Backlog Process for inclusion in subsequent Drops, including based on factors such as technical feasibility, impact on other prioritised requirements and time and budget.

3.4.4. Additional new ETG Requirements:

- a) may result in existing ETG Requirements being de-scoped (due to time and budget restraints); and
- b) that require significant effort that cannot be covered by de-scoping of existing ETG Requirements, may require the Parties to agree a Change Request in accordance with section 10.

4. Discovery Phase

- 4.1.1. The Discovery Phase Services and the Discovery Phase Deliverables are supplied by the Contractor under the ECI Deed and nothing in this ETG PIPP affects the Contractor's obligations in relation to the Delivery Phase under that deed.

5. Development Phase

- 5.1.1. The Development Phase Services and Development Phase Deliverables are supplied by the Contractor under the ECI Deed and nothing in this ETG PIPP affects the Contractor's obligations in relation to the Development Phase under that deed.
- 5.1.2. The Contractor acknowledges and agrees that, unless otherwise requested by the Customer, no Development Phase Deliverable will move to the Transition Phase until:
- a) the Contractor has tested and validated that Deliverable that it meets the relevant ETG Requirements and provided evidence satisfactory to the Customer that the Deliverable has met the requirements;
 - b) the Contractor has performed the showcase; and
 - c) the Customer has approved the Deliverable to move to the Transition Phase.

6. Design for Transition Phase

6.1. Overview

6.1.1. The purpose of the Design for Transition Phase is to:

- a) finalise the Customer's ETG Non-Functional Requirements; and
- b) conduct preliminary planning for the Transition Phase, including to prepare for and refine the Customer's requirements for the Transition Phase, including the preparation of the Document Deliverables.

6.1.2. The Contractor must ensure that:

- a) all of the Design for Transition Phase Services and Deliverables that it is obliged to supply under the Design for Transition Phase are supplied and completed;
- b) it provides appropriately skilled resources to assist the Customer during the Design for Transition Phase; and
- c) all Deliverables that it is obliged to supply under the Design for Transition Phase are successfully completed on or before the relevant date(s) specified in the Project Schedule.

6.2. Services

6.2.1. The Contractor must supply the following Design for Transition Phase Services:

#	Design for Transition Phase	Service Description
1.	Workshops	Plan and participate in all necessary workshops with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> a) confirm and validate the ETG Non-Functional Requirements; b) confirm and validate that the TID meets the Contractor-specified requirements for the Customer Environment; c) prepare for and agree the Customer's requirements for the Transition Phase (including for Commissioning, Stabilisation and Hypercare); and d) prepare the Service Design for the Handover Phase.
2.	Review and analysis	Review and analyse existing business processes, technology Interfaces and requirements for the purpose of preparing the Documents required as part of the Design for Transition Phase.
3.	Deliverables	Do all things necessary to develop and supply the Deliverables described in section 6.3.

6.3. Deliverables

6.3.1. The Contractor must supply the following Deliverables as part of the Design for Transition Phase. The approval of each Deliverable will be the responsibility of the Customer:

#	Design for Transition Phase	Deliverable Description
1.	ETG Non-Functional Requirements Response	The finalised and updated ETG Non-functional Requirements in response to the Customer's requested ETG Non-Functional Requirements.
2.	Stabilisation Plan	The Stabilisation Plan is a document outlining the: <ul style="list-style-type: none"> a) objective of Stabilisation – focusing on the ETG Solution feedback, Observations, suggestions and issues; b) roles and responsibilities of the Parties in relation to Stabilisation; c) schedule of activities; d) approach to Stabilisation; and e) environments.
3.	Hypercare Plan	The Hypercare Plan is a document outlining the: <ul style="list-style-type: none"> a) objective of Hypercare; b) scope of Hypercare; c) roles and responsibilities of the Parties in relation to Hypercare; d) who provides the support and who receives the support; e) schedule of activities; and f) approach to Hypercare.
4.	Commissioning Plan	The Commissioning Plan is a document outlining the: <ul style="list-style-type: none"> a) objective of Commissioning (including the progressive delivery of ETG Solution functionality into a controlled Customer Environment); b) scope of Commissioning; c) roles and responsibilities of the Parties in relation to Commissioning; d) schedule or activities; e) approach to Commissioning; and f) environments.

6.4. Exit Criteria

6.4.1. The Exit Criteria for the Design for Transition Phase is specified in the table below:

#	Criterion	Description
1.	Acceptance of all Deliverables required in the Design for Transition Phase	The Design for Transition Phase Deliverables have been accepted by the Customer and the Customer has notified the Contractor to commence Transition Services.

7. Transition Phase

7.1. Overview

7.1.1. The purpose of the Transition Phase is for the 'cut over' or Commission the ETG Solution into the Production Environment including Stabilisation of the ETG Solution to meet the ETG Non-

Functional Requirements, and Hypercare. The Parties acknowledge the importance of the Transition Phase in ensuring the successful implementation of the ETG Solution.

- 7.1.2. The Transition Phase is planned to be time-boxed to end on June 30 2018, but will be extended to the extent there are any failures by the Contractor to meet the ETG Requirements remaining to be rectified by the Contractor in accordance with this Customer Contract.
- 7.1.3. The Commissioning Plan Deliverable, Stabilisation Plan Deliverable and Hypercare Plan Deliverable delivered as part of the Design for Transition Phase shall be used to form the basis of the Transition Phase Services and Deliverables. The Transition Phase Services and Deliverables shall be negotiated and agreed under a Change Request.

8. Handover Phase

8.1. Overview

- 8.1.1. The purpose of the Handover Phase is to prepare for and handover the ETG Solution to the Customer's 'Business as Usual' function (including the design for such activities and their implementation).
- 8.1.2. The Handover Phase shall run in parallel with the Design for Transition Phase and Transition Phase.
- 8.1.3. The Contractor must ensure that:
 - a) all of the Handover Services and Deliverables that it is obliged to supply under the Handover Phase are supplied and completed;
 - b) it provides appropriately skilled resources to assist the Customer during the Handover Phase; and
 - c) all Deliverables that it is obliged to supply under the Handover Phase are successfully completed on or before the relevant date(s) specified in the Project Schedule.

8.2. Services

- 8.2.1. The Contractor must supply the following Handover Phase Services:

#	Handover Phase	Service Description
1.	Workshops	Plan and participate in all necessary workshops with the Customer and all relevant Customer stakeholders to prepare and finalise the Service Design, including engagement with the Customer's BAU function and provide recommendations on the Service Design.

#	Handover Phase	Service Description
2.	Service Design	<p>Consultation on and design the activities required to handover the ETG Solution to the Customer's 'Business as Usual' function under the Handover Phase, including:</p> <ul style="list-style-type: none"> • the high level scope, including; <ul style="list-style-type: none"> i. phases; ii. entry criteria including licensing, environments and access; iii. Services; iv. Deliverables; v. CSI; and vi. all other requirements based on the Contractor's experience; and • support service design and cost.
3.	Review and analysis	<p>Review and analyse existing business processes, technology Interfaces and requirements for the purpose of preparing the Documents required as part of the Handover Phase.</p>
4.	Deliverables	<p>Do all things necessary to develop and supply the Deliverables described in section 8.2.</p>

8.3. Deliverables

8.3.1. The Contractor must supply the following Deliverables as part of the Handover Phase. The approval of each Deliverable will be the responsibility of the Customer.

#	Design for Transition Phase	Deliverable Description
1.	Service Design	<p>The finalised design for the activities required to handover the ETG Solution to the Customer's 'Business as Usual' function under the Handover Phase, including:</p> <ul style="list-style-type: none"> • the high level scope, including; <ul style="list-style-type: none"> i. phases; ii. entry criteria including licensing, environments and access; iii. Services; iv. Deliverables; v. CSI; and vi. all other requirements based on the Contractor's experience; and • support service design and cost.
2.	Handover to Support Plan	<p>The Handover to Support Plan is a document outlining:</p> <ol style="list-style-type: none"> a) key handover responsibilities of the Parties; b) acceptance criteria for handover; c) Service level agreements and any relevant reporting requirements; d) training to enable proficiency in the use of the ETG Solution, as well as basic support, including: <ol style="list-style-type: none"> i. number of students; ii. duration of course; iii. outline of content; and

		<ul style="list-style-type: none"> iv. key dates. e) high level support requirements; f) the process for identifying future enhancements or reporting defects to the support teams; g) details of project documentation including archive location; h) details of any ongoing operational expenditure. i) artefacts required for handover to BAU maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i. details of the knowledge transfer session(s); ii. number and duration of knowledge transfer sessions; iii. outline of content; and iv. key dates; and j) level description of the handover process to BAU maintenance.
3.	Service Transition Plan	A document to detail the activities the Customer is required to undertake to close the gaps between the Customer's current BAU function and the Customer's requirements (as set out in the Service Design) for the BAU function to support the ETG Solution following handover.
4.	Project Execution Plan	The implementation plan detailing the steps to handover the ETG Solution to the Customer's 'Business as Usual' function.

8.4. Exit Criteria

8.4.1. The Exit Criteria for the Handover Phase is specified in the table below.

#	Criterion	Description
1.	Acceptance of all Deliverables required in the Handover Phase	The Handover Phase Deliverables have been accepted by the Customer.
2.	Handover to support has taken place	The Customer has accepted handover of the ETG Solution to its BAU function.

9. Acceptance

9.1. General

9.1.1. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

9.1.2. Subject to paragraph 9.1.1, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule in accordance with the processes set out in this section 8.

9.2. Acceptance of Document Deliverables

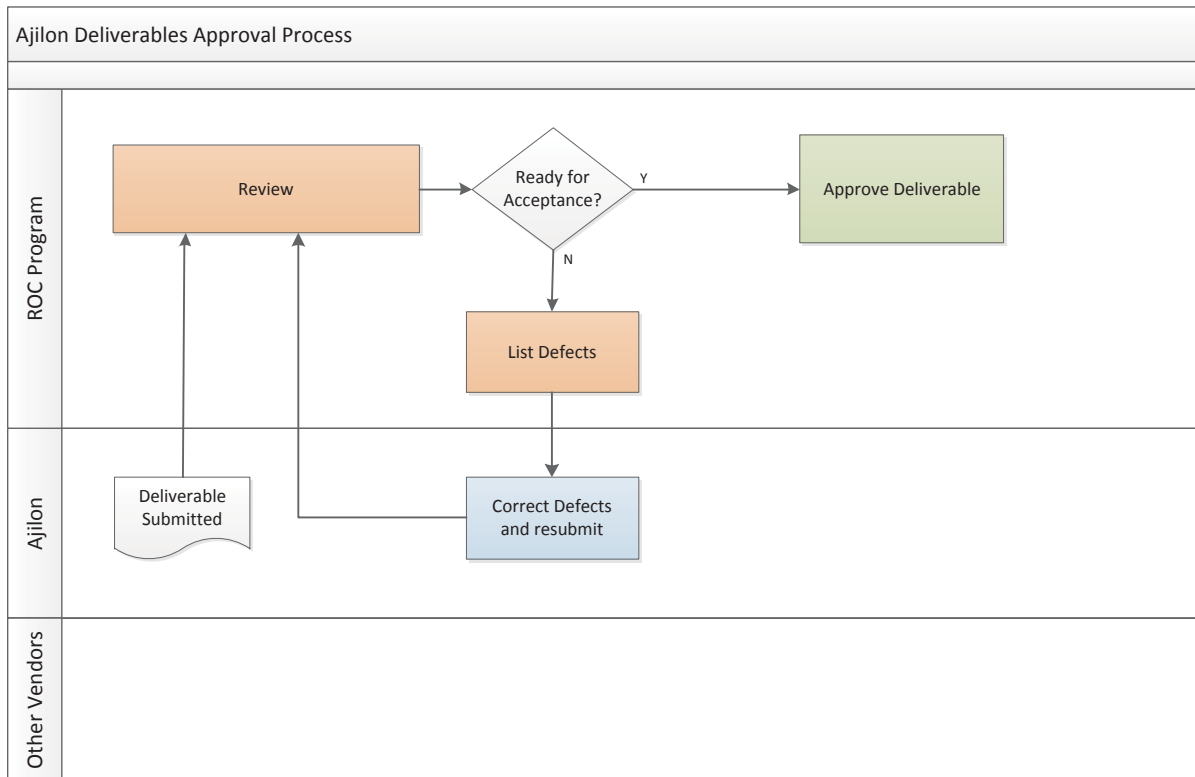
9.2.1. Where a Deliverable is a Document, the Parties must following the acceptance process set out in Additional Condition 11 in accordance with the Acceptance Criteria set out in Appendix F.

9.2.2. The following points are intended to clarify the approval process for Deliverables that are Documents:

- a) the Deliverables must be approved (which approval may be via email) by an authorised delegate with the authority to approve the Deliverables for the ETG Project;
- b) the Contractor must track the status of the Deliverables submitted for approval and provide a weekly tracking sheet as part of the project status report;
- c) a request for additional time to approve a Document Deliverable may be requested by the Customer to the Contractor in exceptional circumstances;
- d) Deliverables not approved by the Customer will be returned to the Contractor with a list of required amendments (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval by the Customer;
- e) The re-submission consists of rectified amendments only and must be clearly identified as such;
- f) the Deliverable is considered approved once the required amendments have been rectified and accepted in accordance with Additional Condition 11.

9.2.3. The approval process flow is identified in the following diagram:

Contractor Deliverables:



10. Change Request

10.1.1. A change to the timeframe for a Phase may be required in the circumstances set out in section 3.4.3 and 3.4.4.

10.1.2. If during the term of the Customer Contract the Customer requires new 'Must Have' ETG Requirements, or other additional ETG Requirements that requires a change to the time-boxed for the phase as set out in this ETG Project Service Schedule (**Requirements Variation**), and the Contractor can demonstrate that this Requirements Variation:

- a) cannot be covered by de-scoping existing ETG Requirements; and
- b) has a material impact on the manner in which the Contractor is required to perform its obligations under this ETG PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

then, the Contractor is entitled to request from the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

10.1.3. If:

- a) the Contractor is entitled to request from the Customer a Change Request under section 10.1.2; and
- b) the Contractor does not request from the Customer that Change Request at the same time that the Contractor submits a Deliverable,

then, the Contractor will not be entitled to a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

10.2. Summary Table of Deliverables

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Design for Transition Phase				
	ETG Non-Functional Requirements	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Stabilisation Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Hypercare plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Commissioning Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
Handover Phase				
	Service Design	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
	Handover to Support Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Service Transition Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Project Execution Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

11. Assumptions

11.1.1. It is assumed that:

- a) Customer SMEs and business representatives are available as reasonably required for the prioritisation of the ETG Requirements;
- b) Customer representatives or representatives of any third party supplier of the Customer will be available and engaged as reasonably required to assist with the decomposition of the ETG Non-Functional Requirements during the Design for Transition Phase; and
- c) the business is engaged as reasonably required to take ownership and acceptance of the ETG Solution as it develops and failure to do so may result in a delay to the proposed schedule dates set out in the Project Schedule,

provided the Contractor provides the Customer with reasonable notice of such engagement.

11.1.2. If the above assumptions are proved incorrect, a Change Request or delay notice may be required in accordance with section 10.

12. Customer Supplied Items (CSI) and Customer Obligations

12.1.1. If not already provided, the Customer must provide the following CSI to the Contract as indicated, or as requested by the Contractor in order for the Contractor to supply its obligations:

- a) Production and disaster recovery technical reference architecture of the following CSI components to support the ROC Program specifying the Service Planner Technical Infrastructure Design (TID):
 - i. Application servers (e.g. Windows 2012) and database servers (e.g. Exadata) required by Service Planner;
 - ii. HA/DR/BCP standards and service level agreements;
 - iii. Application system monitoring (e.g. IBM Tivoli, Service Planner log file analyser); and
 - iv. Application error handling and monitoring

- b) testing reporting tools (HP/ALM) – to record test report results in a CCB/CAB acceptable manner;
- c) Customer-defined BCP requirements – including reporting needs, timings and artefacts (e.g. RTO/RPO, PTG etc);
- d) BCP and DR Test Execution (the Contractor is to provide Test Execution Support);
- e) Master Data Management Data Stewards (to support ongoing BAU Master Data management activities to maintain Service Planner Master Data);
- f) Active Directory configuration (roles and groups) as specified by the Contractor
- g) Change Control Coordination (CAB and CCB navigation);
- h) Customer Environments (including UAT, Pre-Prod, DR, validation and demonstration environments) remain available as required for ETG Solution, fully connected as per the relevant TID (including associated firewall rules and system admin access) provided to the Customer infrastructure team and agreed to by the Customer. The Production Environment, DR and development environment will be available prior to the commencement of Transition Phase, and the UAT, Pre-Prod and validation environments continue to remain available);
- i) access and User logons for TPS Dev and Prod environment (i.e. remain available) as per data User request forms provided to Customer APD. This access should be available prior to the commencement of Transition Phase;
- j) Customer must facilitate access to Customer SMEs and Personnel as during the Transition Phase as and when reasonably required (provided the Customer has at least 2 weeks' prior notice) for the Contractor to perform its obligation under this ETG PIPP;
- k) the Customer must validate the required business rules identified by the Contractor during the Transition Phase;
- l) remote access to the Customer Environments. This access should be available prior to the commencement of the Transition Phase. (RDP and VPN for the Contractor and DS remote users);
- m) access and User logons for TRAK2, FARS, TRIMS Dev and Prod environments as per data User request forms provided by the Contractor to the Customer APD. This access should be available prior to the commencement of Transition Phase;
- n) TRIMS application changes in Dev and Prod environments as per the TRIMS Interface Design Specification. This feed should be available prior to the commencement of Transition Phase;
- o) any known Safety Assurance Requirements and Standards (e.g. Program Hazard Log, ETG IHHA, Safety Assurance Report, ETG Operational Hazards) prior to the commencement of Transition Phase;
- p) any known Context of Use and Human Factor Deliverables (e.g. Baseline workload assessment, Predictive workload assessment, Alarms management strategy, Human Error Analysis design report, User Centred Design Report) prior to the commencement of Transition Phase;
- q) ongoing access to Master Data sources (including RailNet and RailTable sources). This access should be available prior to the commencement of Transition Phase; and

- r) the Customer's ETG Non-Functional Requirements for the ETG Solution from the high level list of non-functional requirements set out in the tab titled 'RFP Non Functional Scope Gap' in Appendix A (ETG Requirements).

12.2. CSI verification

- 12.2.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 12.2.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.
- 12.2.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

12.3. Personnel

- 12.3.1. The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 12.3.2. Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 12.3.3. The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 12.3.4. Nothing in Appendix B affects the scope of the obligations of either party as described in this ETG PIPP.

12.4. Subcontractors

- 12.4.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

13. Governance and Team Structure

13.1. ETG Project Governance forums

- 13.1.1. The ETG Project is aligned to the ROC Program Governance which is identified in detail in Appendix I of the PIPP.

Appendix A – ETG Requirements

Subject to section 3.2.2, the ETG Requirements are set out in the following excel spreadsheet.



Proposed Scope for
Transition Pase v9 Up

Appendix B – Roles and responsibilities and Specified Personnel

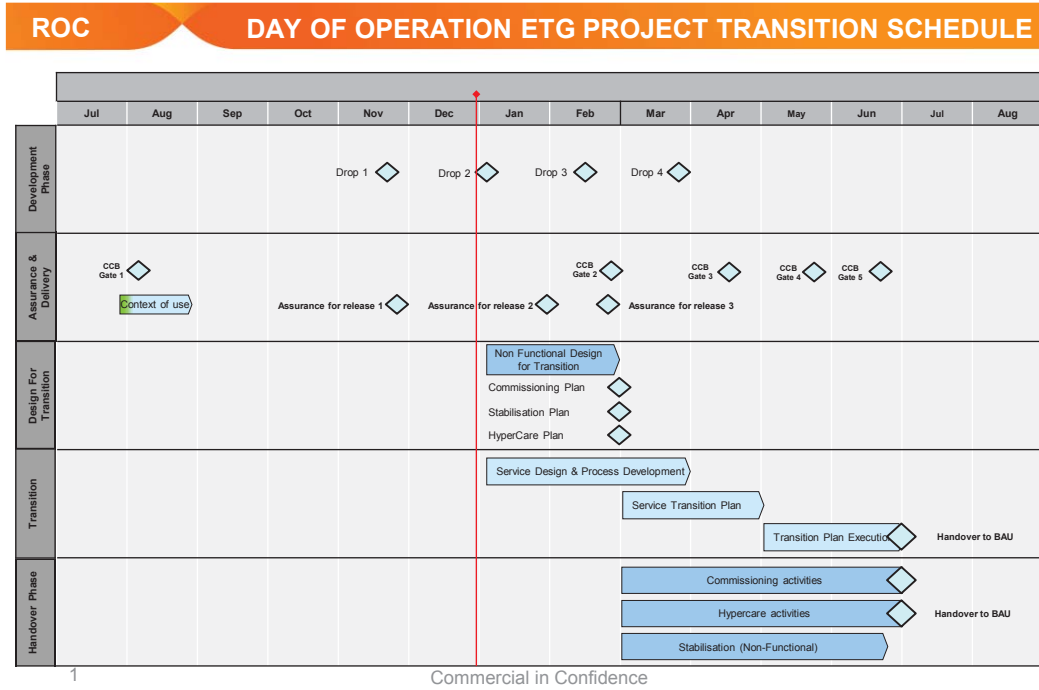
Contractor roles and responsibilities and Specified Personnel:

Name	Role	Responsibility
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Customer relationship management between Customer and Contractor Directs the implementation of the project activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Delivery Manager	<ul style="list-style-type: none"> Delivery Manager responsible and accountable for overseeing ETG Project activities manage subcontractor deliver coordinate control systems delivery
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Accountable for design of the overall ETG Solution
Graham Witt	Data Architect	<ul style="list-style-type: none"> data sourcing data profiling business rules identification and review
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration ETG Solution design
Daniel Woodford	DS System Project Director	<ul style="list-style-type: none"> Monitor and ensure that subcontractor targets (Milestones/Deliverables) are met to decide upon necessary resources required to successfully meet the ETG Project objectives to manage key decisions to provide guidance on overall direction.
Joe Fimmano	Dassault System Project Manager (PM)	<ul style="list-style-type: none"> To manage progress in ensuring ETG Project targets (Milestones/Deliverables) are met To manage the Project effectively within allocated responsibility set To manage resources in the delivery of Project Schedule Milestones To manage budgeting and scheduling requirements To manage project management procedures
Tim Duncan	Quality Assurance Business Consultant (QA-BC)	<ul style="list-style-type: none"> To guide functional implementation of Quintiq Modules To review and guide the sub-contractor's team in meeting the Customer's requirements

Martin Paesold	Lead Business Consultant (BC)	<ul style="list-style-type: none">• To lead and manage the BC team• To create the Use Case documentation• To support validation of the ETG Solution• To address issues during configuration
Eugene Yeo	Technical Consultant (TC)	<ul style="list-style-type: none">• To support set up and configuration of required environments• Provide technical support for the installation of Models and required documentation

Appendix C – Project Schedule

The ETG Project Schedule is set out below. The wider ROC Program Project Schedule is set out at Appendix C of the PIPP.



Appendix D – Milestone Acceptance Form



Appendix E -
Acceptance Form.doc



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix E – Acceptance Criteria

14. Approval Criteria for Document Deliverables

14.1.1. The Acceptance Criteria for the Document Deliverables are as follows:

- a) the Document Deliverable conforms to the agreed template that is approved by the Customer;
- b) all sections of the Document Deliverable are complete;
- c) the Document Deliverable meets the criteria listed in the relevant Document Deliverables section of this ETG PIPP (where stated);
- d) the Document Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Document Deliverable;
- f) the Document Deliverable is in a 'readable' format (both soft copy and hardcopy); and
- g) the Document Deliverable is complete, to the extent the Deliverable can be completed.

14.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

14.1.3. AAD for a document that is a Deliverable occurs when that Document Deliverable is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

Appendix F – Testing Baseline

See embedded document in Appendix G of the PIPP.

1. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	9
Date of Change Request	8 March 2018
Originator of need for Change Request	Customer
Proposed Implementation Date of Change	This Change Request takes effect on and from 11 March 2018
Date of expiry of validity of Change Request	Not applicable
Contractor's estimated time and cost of evaluation	Not applicable
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)	Nil

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
8 March 2018	1.0	<i>Initial draft</i>	ST

DETAILS OF CHANGE REQUEST

Summary

- On or about 15 October 2015 the Parties entered into a Customer Contract for certain design, installation, testing and implementation services for new technologies at a new Rail Operations Centre for the Customer which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
- This Change Request 9 will amend the Customer Contract (including the Project Implementation Project Plan (the **PIPP**) and Module 7) so that the scope of work under the PIPP is modified to reflect the following changes, which include:
 - Provision of certain services under Module 7 to support the bedding in of the Sydney Trains BAU support team.
- The Parties intend that:

- (a) this Change Request takes effect so that the Customer Contract is varied with effect from the "Proposed Implementation Date of Change" specified on the cover of this Change Request;
 - (b) the Customer Contract as amended by this Change Request continues in full force and effect;
 - (c) all rights and liabilities of the Parties under this Customer Contract prior to the "Proposed Implementation Date of Change" are as set out in this Customer Contract as it existed prior to the date of this Change Request;
 - (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the "Proposed Implementation Date of Change"; and
 - (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.
4. The documents attached to this Change Request show the Customer Contract as it exists after this Change Request is implemented.
5. The Parties acknowledge that the PIPP attached to the Change Request may not be a fully consolidated PIPP, and that some content from previously performed activities may be missing. The parties have proposed creating a consolidated PIPP following execution of this Change Request including all activities that were set out in:
- (a) The PIPP as attached to the original Customer Contract;
 - (b) The PIPPs attached to Change Request 1 through 8; and
 - (c) The PIPP including the ETG PIPP included in Attachment 1 to this Change Request.

If a consolidated PIPP is not agreed, then the Parties acknowledge that their obligations under this Customer Contract at any point in time are as set out in the PIPP attached to the Customer Contract at that point in time.

SCOPE

The current scope of the Customer Contract relates to Release 1, Release 2, an Interim Phase for Detailed Design for Release 3, Release 1 – Tranche 2 and IMS Remediation as described in the Project Implementation and Payment Plan (**PIPP**) and that part of the ETG Project described in the ETG PIPP (which forms part of the PIPP).

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

The effects of this Change Request are as shown in the contract documents contained in Attachment 1 to this Change Request.

EFFECT OF CHANGE ON PROJECT TIMETABLE

As per the PIPP.

New PIPP (annexed)

The current PIPP is replaced in its entirety as set out in Attachment 1 to this Change Request. The new PIPP includes the ETG PIPP. As noted above, the PIPP in Attachment 1 may not include a complete restatement of all Deliverables from the date of execution of the Customer Contract. A consolidated PIPP will be prepared promptly following signing of this Change Request.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

New charges for the services described in Module 7 are of [REDACTED] (excl. GST) and as detailed in the PIPP.

CHANGES TO CSI

As set out in the ETG PIPP.

CHANGES TO CUSTOMER PERSONNEL

As set out in the ETG PIPP.

CHANGES TO CUSTOMER ASSISTANCE

No change.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Refer to the PIPP (including the ETG PIPP) and the SLA.

Responsibilities of the Contractor

Refer to the PIPP (including the ETG PIPP) and the SLA.

Responsibilities of the Customer

Refer to the PIPP (including the ETG PIPP) and the SLA.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

The testing services are as set out in the attached PIPP (including the ETG PIPP).

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

Refer to PIPP (including the ETG PIPP) and SLA.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Refer to PIPP (including the ETG PIPP) and SLA.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not applicable.

ASSUMPTIONS

As set out in the PIPP (including the ETG PIPP).

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

In addition to this Change Request Form, the attached updated PIPP and contract documents form part of this Change Request.

The following documents contained in Attachments 1 form part of this Change Request (in addition to this Change Request Form):

1. the revised PIPP (which embeds the ETG PIPP).
2. the revised Module 7 – Professional Services

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

The Customer Contract is amended as set out in the documents set out in Attachments 1 to this Change Request.

AUTHORISATION

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]*

Sydney Trains (ABN 38 284 779 682)

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

Signature of Customer Representative

Print name

Date

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

Ajilon Australia Pty Ltd (ABN 25 076 517 354)

Signature of Authorised Signatory

Print name

Date

Attachments:

1. Revised PIPP
2. Revised Module 7

Attachment 1: Revised PIPP

Attachment 2: Revised Module 7

Document Version	Date	Edited by	Reason/nature of changes
0.1	28 July 2017	G+T	Introduction of CR7
0.2	10 August	ST Commercial	Re structure of content to match existing structure, clarification of content to link to relevant sections.
0.3	18 September 2017	G+T	Revised following ST input
0.4	18 December 2017	G+T	Change Request 9
0.5	21 December 2017	ST Legal	Amendment to cls 17.3.2
0.6	21 December 2017	Review	Amendment to Milestones
0.7	8 March 2018	Extension	Amendment – additional Support Resource

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Schedule 12: PIPP

1. Introduction

- 1.1.1. The Customer is establishing a new Rail Operations Centre (**ROC**).
- 1.1.2. The Customer wishes to procure the design, installation, testing and implementation of new technologies at the Site (or a site as nominated by the Customer) which will replace the current rail operation technology and provide enhanced capability to improve key 'day of operations' processes (the **Project**).
- 1.1.3. The Project includes the design, installation, testing and implementation of the System, which includes the development of the Applications. These Applications include:
- a) REM IMS provided by Frequentis;
 - b) CIMS provided by Thales; and
 - c) DTTS provided by Quintiq Pty Ltd,
(**Key Contractors**).
- 1.1.4. Subject to section **Error! Reference source not found.**, the Customer has engaged the Contractor as its systems integrator, responsible for integrating the System and acting as the Customer's agent to oversee the technical management of the System.
- 1.1.5. The Parties acknowledge that this Customer Contract has been developed as follows:
- a) an ECI Contract was entered into by the Parties on or around 24 December 2014. The output of the ECI Contract was a High Level Solution Design and BAFO;
 - b) on or about 15 October 2015 this Customer Contract was entered into by the Parties as the 'Detailed Design Contract'. The Detailed Design Contract refined the technical scope of the Project that was developed in the ECI Contract;
 - c) Change Request 1 to this Customer Contract was executed on or about 17 December 2015 to incorporate Release 2 (Detailed Design) Phase and Interim Implementation (Release 1) Phase into the scope of this Customer Contract;
 - d) Change Request 2 to this Customer Contract was executed on or about 4 March 2016 to incorporate certain data profiling services, data configuration services and organisational design support services within the scope of this Customer Contract;
 - e) Change Request 3 to this Customer Contract was executed on or about 28 June 2016 for the continuation of Release 1 Initial Implementation and Detailed Design for Release 2, extension of data profiling activities, and extension of Organisational Design Change Lead Second;
 - f) Change Request 4 to this Customer Contract was executed shortly prior to Change Request 5 to incorporate interim Detailed Design (Release 3) services for DTTS;
 - g) Change Request 5 to this Customer Contract was executed on or about 5 May 2017 to incorporate certain services related to Detailed Design for Release 1 and revised scope of Release 2, through to the build, test and deployment of Release 1 and Release 2, Interim Detailed Design for Release 3 and Detailed Design for Release 1 – Tranche 2 and incorporated provisional support for Release 1, along with certain service transition and testing services within the scope of this Customer Contract;
 - h) Change Request 6 of this Customer Contract was executed on or about 20 June 2017 to incorporate certain services related to IMS. The scope of work was expanded to include additional services which included the preliminary planning and co-ordination for the design, build, testing and implementation on all work related to the relevant IMS release; and
 - i) Change Request 7 to this Customer Contract now incorporates the build, test and deployment of Release 1 – T2, and the planning and co-ordination for the design,

build, testing and implementation on all work related to the Existing Systems that interface with REM IMS in order to roll-out and integrate REM2016.R2 and REM 2017.R2 into the Customer Environment (IMS Remediation) together with end-to-end management of third parties in connection with, the implementation of Release 1 – T2, and IMS Remediation. In addition, Change Request 7 incorporates a feasibility study for an appropriate mobile device management solution for REM Mobile.

j) Change Request 8 to this customer contract extended the interim support arrangement as detailed in Module 5 for a 3 month period with an option of a further 3 months.

1.1.6. Pursuant to the ECI Deed, the Customer engaged the Contractor to assume full responsibility as prime contractor for the design and development of the ETG Solution. Change Request 9 to this Customer Contract engages the Contractor as prime contractor to provide Design for Transition Services to prepare for the commissioning of the ETG Solution into the Production Environment and the Handover Phase Services. The Contractor is providing the Services under the ETG PIPP in its capacity as prime contractor in respect of the ETG Solution and as the System Integrator in respect of integration of the ETG Solution with the Customer Environment in accordance with the ETG Project Integration Specifications. The Parties must perform their obligation in relation to the ETG Project in accordance with the ETG PIPP.

1.1.7. By implementing the System the Customer wishes to achieve the following objectives:

Objective	SMART Criteria
<p>Reduced delay times and improved confidence in rail: Improved processes, systems and relationships between 'day of operations' functions resulting in faster identification and allocation of incidents, allowing faster incident resolution and service restoration.</p>	<p>Reduced Initial Delay: Improvements to the management of incidents will reduce the time taken to get "back on the move", reducing the duration of the initial delay of incidents by an average 15% by 2018.</p>
<p>Increased operational performance and opportunity for timetable enhancements: Providing the capability to recover services more quickly following incidents and to sustain punctuality at higher timetable frequencies and with faster running times.</p>	<p>Reduced Consequential Delay: Improvements to the management of service disruption will reduce the contagion of perturbations of incidents and the time taken to get the services back to normal following the resolution of an incident. This will place less demands on timetable recovery margins. The program shall reduce the consequential delays caused both during and following the initial incident by 7% by 2018.</p>
<p>More accurate, timely, relevant and consistent customer information during delays: Improving the customers' ability to make decisions about their transport options.</p>	<p>Reduced Customer Perceived Delay: Improvements to the timeliness, relevance and consistency of customer information, particularly during disruption, will reduce the customers' perceived time of their journeys by 11% by 2018.</p>
<p>Better realising the benefits of future investments in rail capacity: Ability to realise ongoing network efficiency strategic initiatives including North West and South West Rail Links, new rolling stock, new signalling technologies, new network configuration and increased train service levels.</p>	<p>Creation of a flexible, scalable network control function: The ROC is sized to meet all future foreseeable colocations (i.e. all signalling control) with additional overflow area for migration and stage working during changes (e.g. parallel working, proof of concept, training etc). The ROC design uses standardised desk configurations that are moveable. Increased use of modular equipment and technology streamlining further facilitates change. This intangible benefit is encapsulated in the ROC infrastructure design requirements.</p>

Objective	SMART Criteria
<p>A new world-class operating centre and culture: Transforming the way 'day of operations' activities are managed within the Customer, fostering a new culture of collaboration and efficient coordination.</p>	<p>Improved Business Environment: The ROC will deliver closer collaboration, improved internal communication and the creation of a shared culture in an environment designed around key cultural goals. This intangible benefit will be measured through a Business Environment Scorecard and delivered as part of the Change Management Plan.</p>
<p>Improved customer service: Providing the capability to support and enable a new 'customer service model' that will improve customer service and business performance.</p>	<p>Reduction in OPEX: The implementation of a Customer Information Management System with enhanced capability for station staff. This will enable the new 'customer service model'.</p>
<p>Improved efficiency and sustainability: Providing opportunities for 'day of operations' role re-design and consolidation.</p>	<p>Reduction in OPEX: enabled by new systems, process improvements and colocation.</p>

2. Overview of Scope of Work and Project Delivery Model

2.1. Phased Approach

2.1.1. The Project shall be delivered as a multi-release project comprising the following releases and delivery project:

- a) **Release 1:** REM IMS implemented as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Frequentis, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 1 will be when Release 1 achieves 45 days of Clear Running in the Production Environment.
- b) **Release 2:** CIMS implemented separately as a standalone system into the Customer Environment. This entails the provision of Licensed Software by Thales, as well as customised TIBCO middleware delivered by the Contractor. The AAD for Release 2 will be when Release 2 achieves 45 days of Clear Running in the Production Environment.
- c) **Release 3:** The integration of the System into the Customer Environment. This entails the provision of upgraded Licensed Software by the Key Contractors, as well as additional customisation of TIBCO middleware delivered by the Contractor. Release 3 involves the implementation of the System. The AAD for Release 3 will be when Release 3 achieves 45 days of Clear Running in the Production Environment.
- d) **Release 4:** The deployment of the System into the Site, being the Rail Operations Centre in Alexandria, NSW, Australia or such other location as specified by the Customer to the Contractor in writing.
- e) **Release 1 – Tranche 2 (R1 –T2):** The deployment of new version of the IMS including the deployment of REM 2017.R2. The AAD for Release 1- Tranche 2 will be when Release 1 –Tranche 2 achieves 45 days of Clear Running in the Production Environment.
- f) **IMS Remediation:** The planning and co-ordination for the design, build, testing and implementation on all work related to the Existing Systems that interface with REM IMS in order to roll-out REM 2016.R2 and REM 2017.R2 into the Customer Environment.
- g) **ETG Project:** all work related to the ETG Solution as set out in the ETG PIPP.

- 2.1.2. Release 1 – Tranche 2 is the second release of the REM which was originally intended to be carried out as part of a later release (formally referred to as Release 3). Release 1-T2 will now be deployed as a stand-alone release into the Customer Environment. Each reference to “Release 3” in the Additional Conditions will be read as if it were a reference to Release 1 – T2.
- 2.1.3. For the purposes of Release 1-T2, Thales Australia Limited is no longer a Key Contractor (as that term is defined in the Additional Conditions).
- 2.1.4. The releases (other than Release 4), may contain the following activities and phases, as indicated in this PIPP for each Release:
- a) **Detailed Design:** The creation of Detailed Design Phase Deliverables by the Contractor and deliverables created by Key Contractors in conjunction with the Customer to ensure that the design for the ROC Technology Solution is approved by the Customer and ready for the Build Phase as set out in sections 5, 5A and 5B of this PIPP.
 - b) **Build Phase:** comprising the Configuration and Customisation of the Licensed Software by the Key Contractors as set out in section 6 of this PIPP. This phase additionally involves customisation of the TIBCO middleware by the Contractor.
 - c) **Data Management Phase:** which is a subset of the Build Phase and comprises the identification, profiling and configuration of data required to enable the Licensed Software to achieve full functionality and performance as set out in section 7 of this PIPP.
 - d) **Testing Phase:** comprising testing performed by the Key Contractors at the Key Contractors’ sites, as well as testing performed by the Key Contractors, Contractor and Customer at the Site as set out in section 8 of this PIPP.
 - e) **Release and Deployment Phase:** comprising all necessary activities required to install the Licensed Software into the Customer’s Production Environment as set out in section 9 of this PIPP.
 - f) **Program Maintenance:** comprising interim support of REM IMS until Maintenance and Support commences for Release 3 as set out in section 10 of this PIPP.
 - g) **Transition to Maintenance and Support:** comprising all activities required to formally hand over the ROC Technology Solution into the Customer’s “Business as Usual” function as set out in section 11 of this PIPP.
 - h) **Maintenance and Support:** Maintenance and Support for each Application for each Release will commence when AAD is achieved for the System for that Release. Maintenance and Support is out of scope for this Customer Contract and if required will be the subject of a separate contract.

2.2. Contractor’s obligations

- 2.2.1. The Contractor must:
- a) supply the Services and Deliverables described in this PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor; and
 - b) perform all other services, functions, activities, tasks and responsibilities not specially identified in this PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this PIPP; or
 - ii. reasonably required for the supply of the Services and Deliverables described in this PIPP.

2.3. Additional Documentation requirements

- 2.3.1. If at any time the correction of Defects or faults in any Deliverables necessitates an amendment to the Documentation, the Contractor shall supply such number of copies of the amended Documentation (or the amendments to the Documentation) to the Customer as is necessary to update the Customer's existing Documentation within 90 days of the correction or within a shorter period reasonably specified by the Customer if in all the circumstances the Customer requires copies of those amendments within that shorter period. This obligation to provide amended Documentation applies even if the Customer has previously approved the relevant Document Deliverable in accordance with clause 10 of the Customer Contract (as amended by the Additional Conditions).

3. Delineation of Responsibilities

3.1. Role of the Customer

3.1.1. The Customer is responsible for:

- a) ultimate authority and responsibility for the Project;
- b) managing the provision of CSI (and any associated support) as set out in Item 22 of the General Order Form and section 16 of this PIPP;
- c) provision of all hardware required to support the ROC Technology Solution;
- d) approving all Deliverables listed in this PIPP;
- e) setting up and managing overall program support functions covering planning, tracking, reporting, quality management and internal communication in respect of the Project;
- f) establishing standards, tools and procedures for use on the Project, including issue, risk, change and information management;
- g) entering into contracts with Key Contractors that are necessary to enable the Contractor to discharge its obligations;
- h) monitoring of, and responding to, issues at the program level;
- i) driving and managing change through the Customer organisation;
- j) managing interdependencies (if any) with other Customer projects;
- k) resolving issues escalated to the Customer by the Contractor;
- l) making key organisation/commercial decisions for the Project;
- m) documentation and analysis of current and future state business processes;
- n) definition and approval of Customer business requirements;
- o) overall management and co-ordination of the Project; and
- p) management of contractual relationships with Key Contractors.

3.2. Role of the Contractor

3.2.1. The Contractor is responsible for:

- a) setting up and managing project management functions covering planning, tracking, reporting, quality management and internal communication;
- b) producing consolidated reporting to the Customer, including milestone summary, key issues, risks, and summary of effort incurred;
- c) ensuring that the Key Contractors perform the required services in accordance with the Key Contractor PIPP(s);
- d) ensuring that Key Contractor deliverables are delivered in accordance with the Key Contractor PIPP(s);
- e) making effective use of Key Contractor resources within the approved budget;
- f) proactively developing a collaborative relationship with the Customer;
- g) ensuring that there are clear communication paths between the project team, the Customer and Key Contractors;

- h) acting as main point of contact between the Key Contractors and the Customer for non-commercial issues;
- i) day to day management of Contractor staff assigned to the Project;
- j) quality assurance of the work of Contractor Personnel assigned to the Project;
- k) tracking performance of Contractor Personnel and taking any appropriate action as required;
- l) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- m) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- n) assisting with the production of user documentation; and
- o) working with the Customer to define development requirements and priorities.

3.2.2. Without limiting the above, and notwithstanding the Customer's management obligations set out in section 3.1, in relation to Release 1 – T2 and IMS Remediation, the Contractor acknowledges that the Contractor's management responsibility is expanded to include acting as the Customer's agent for technical management of Interfacing Contractors including Key Contractors (but does not include overall governance and commercial management). For the avoidance of doubt, the Customer's failure to comply with its obligations to an Interfacing Contractor shall constitute a Customer failure for the purposes of clause 6.26(a) of the Customer Contract. The Contractor's expanded management responsibilities for Release 1 – T2 and IMS Remediation are further defined in section 4A of this PIPP. Without prejudice to the Contractor's obligations in section 15 of this PIPP, in providing the end-to-end management Services, the Contractor:

- a) must:
 - i. abide by the obligations set out in Additional Condition 17 as if references in that Additional Condition to Key Contractors was a reference to Interfacing Contractors; and
 - ii. adhere to Customer policies; and
 - b) must not:
 - i. negotiate or represent the Customer on commercial matters (including the renewal of any licences or agreements);
 - ii. issue any waivers or notices on behalf of the Customer or exercise or waive any other contractual rights of the Customer; or
 - iii. do (or fail to do) anything that would cause the Customer to incur any liability to the Interfacing Contractor,
- without the prior written approval of the Customer.

3.3. Role of the Key Contractors

3.3.1. The Key Contractors are responsible for:

- a) security management and license control in respect of the Licensed Software;
- b) initial set up of security rights and access permissions of the Licensed Software;
- c) assisting with the production of user documentation, as required;
- d) assisting with testing post-SAT such as defect triage, defect resolution, reporting, etc;
- e) day to day management of Key Contractor Personnel assigned to the Project;
- f) quality assuring the work of Key Contractor Personnel assigned to the Project;
- g) tracking performance of Key Contractor Personnel and taking appropriate action;
- h) encouraging the transfer of product knowledge and skills to the appropriate Personnel within the Customer organisation;
- i) production of technical documentation to accord with Customer IT practices and guides and any other agreed quality standards;
- j) working with the Customer and Contractor to define development requirements and priorities; and

- k) working collaboratively with the Contractor to identify ways and methods of working to ensure delivery success with a focus on project outcomes rather than outputs.

4. Definitions

Capitalised terms which are not defined in this PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this PIPP, unless the context requires otherwise:

Acceptance Criteria means the criteria set out in Appendix G.

AAD means Actual Acceptance Date. AAD for each Release is when the System (for that Release) achieves 45 consecutive days of Clear Running, as further specified for each Release in section 2.1.1 of this PIPP.

APIS CIMS means the CIMS application provided by Thales.

Build Phase means the phase described in Section 6 of this PIPP.

Build Specification means the specifications which enable the Key Contractor to commence development of REM 2017. R2, comprising the following sub set of Detailed Design Deliverables:

- a) the Updated Functional Specification;
- b) the Updated Integration Specification; and
- c) the Updated Architecture Specification.

CIMS means the Customer Information Management System.

Clear Running means the System achieving uninterrupted performance in the Production Environment without a Severity 1 or Severity 2 Defect (as defined in ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document attached in Appendix H) arising.

Configuration and Customisation means the activities to be undertaken during the Build Phase, as described in section 6 of this PIPP.

COTS means commercial off the shelf software.

Cross Stream Testing has the meaning as defined in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Data Configuration means manipulation of the customer data into an appropriate format to meet the requirements set out in section 7 of this PIPP and the successful insertion of the data into the System.

Data Configuration Team has the meaning given to it in section 7 of this PIPP.

Data Management Phase means the activities described in section 7 of this PIPP.

Data Profiling means the activities described in section 7 of this PIPP.

Data Profiling Team has the meaning given to it in section 7 of this PIPP.

Defect Severity Definitions means the definitions set out in section 8.3.

Deployment Phase means the phase described in section 9 of this PIPP.

Detailed Design has the meaning given to it in section 2.1.4.

Detailed Design Documents means:

- a) each document that is developed by the Contractor as part of the High Level Solution Design Phase and the Detailed Design Phase and accepted by the Customer; and
- b) the detailed functional specifications and technical specifications for the System developed by the Contractor during the Build and Test Phases and accepted by the Customer.

The Detailed Design Documents set out the overall scope of the Releases under this PIPP as updated or replaced from time to time in accordance with this PIPP or otherwise in accordance with the Customer Contract.

Detailed Design Phase means each of Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, Detailed Design (Release 3) Phase and Detailed Design (R1-T2) Phase.

Detailed Design (R1-T2) Phase means the Phase described in section 5B of this PIPP.

Detailed Design (Release 1) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 2) Phase means the phase described in section 5 of this PIPP.

Detailed Design (Release 3) Phase means the phase described in section 5A of this PIPP.

Detailed Test Plan means the plan described in section 8.3 of this PIPP.

DMC means Data Management Client; the REM thick client for configuration management supplied by the Contractor.

DTBRS means the Detailed Technology Business Requirements Specification developed by the Customer during the Detailed Design Phase.

DTTS means the Day of Operations Timetable System.

ECI Contract means the Early Contractor Involvement Contract for the High Level Solution Design Phase that was entered into by the Parties on or about 24 December 2014.

ECI Deed has the meaning set out in the ETG PIPP.

EMC means Emergency Management Client.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this PIPP.

ERD means Entity Relationship Diagram.

ERM means Enterprise Release Management.

ETG PIPP means the document set out in Appendix J to this PIPP.

ETG Project has the meaning set out in the ETG PIPP.

ETG Solution has the meaning set out in the ETG PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this PIPP.

Existing Systems means the impacted Customer's systems that existed prior to the ROC Technology Solution.

Frequentis means Frequentis Australasia Pty Ltd ABN 25 107 550 489.

Go Live for a Release means when that Release has been deployed into the Production Environment is ready for operational use and is put into operation and use.

Governance Model means the governance model set out in Appendix I of this PIPP.

High Level Solution Design Phase means the phase undertaken during the ECI Contract from which, amongst other Deliverables, the High Level Detail Design and BAFO were provided to the Customer by the Key Contractors.

HP ALM means Hewlett Packard Application Lifecycle Management.

IMS means the Incident Management System.

IMS Remediation has the meaning set out in section 2.1.

Implementation Phase means the Build Phase, Data Management Phase, Testing Phase and Release and Deployment Phase.

Initial Requirements for each Release means the Customer's requirements for that Release set out in the document referred to in Appendix A of this PIPP (i.e. the High Level Business Requirements document), which set out the Customer's Requirements for the Detailed Design Phase for that Release.

Interface means each interface between each Application and each other Application, and each interface between the Applications and the Customer Environment, including:

- a) for Release 1, each interface between REM IMS and the Customer Environment and other Applications (as applicable);
- b) for Release 2, each interface between APIS CIMS and the Customer Environment and the other Applications (as applicable); and
- c) for R1-T2, each interface between REM IMS and the Customer Environment and other Applications (as applicable),

unless specified otherwise and as detailed in the SAD and the Interface Specifications.

Interface Documentation means a description of each Interface, such as SIRI and Notification Interface, including XML schema definition where applicable detailed in the SAD and the Interface Specifications.

Issues Register has the meaning given to that term in section 15.4 of this PIPP.

Key Contractor has the meaning given in clause 5.1 of the Additional Conditions (summarised for current purposes in section 1.3 of this PIPP).

Load and Performance Test Phase has the meaning given to it in section 8.5 of this PIPP.

Load and Performance Testing has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)" set out in Appendix H (Testing Baseline) of this PIPP.

Maintenance and Support Phase means the phase covering the maintenance of the Solution as defined in section 2.1.4.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Master Test Plan has the meaning given to that term in section 8.3 of this PIPP.

Network Master Data means the Customer's physical network (including points and signals).

Operational Acceptance Test (OAT) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Operational Acceptance Testing (OAT) has the meaning defined in the document titled "ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework (Approved)" document set out in Appendix H (Testing Baseline) of this PIPP.

Product means the Licensed Software provided by the Key Contractors.

PROD means Production Environment.

Production Environment means the environment where the Customer operates the IMS, CIMS and DTTS for its intended purpose.

Program Maintenance means the phase described in section 10 of this PIPP.

Project has the same meaning given to that term in section 1 of this PIPP.

Project Preparation Phase means the activities to be performed by the Contractor prior to initiating the Detailed Design (Release 1) Phase.

Project Schedule means the Project Schedule jointly developed by the Customer, the Contractor and Key Contractors detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in Appendix C.

Quintiq means Quintiq Pty Ltd.

Release 1 has the meaning given to it in section 2.1

Release 1 – T2 has the meaning given to it in section 2.1. Each reference to "Release 3" in the Additional Conditions will be read as if it were a reference to Release 1 – T2.

Release 2 has the meaning given to it in section 2.1.

Release 3 has the meaning given to it in section 2.1.

Release and Deployment Phase means the phase described in section 9 of this PIPP.

REM IMS means the Railway Emergency Management application provided by Frequentis, including REM Mobile.

REM 2016.R1 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2016.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM 2017.R2 means a version of the REM IMS software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Data Model means a description of the REM data model in the form of an ERD.

REM Mobile means REM Mobile 2016.R1 and REM Mobile 2016.R2 and any future versions of this software product that Frequentis may make available to the Customer from time to time.

REM Mobile 2016.R1 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

REM Mobile 2016.R2 means a version of the REM IMS Mobile software customised and delivered to the Customer under a separate Customer Contract between the Customer and Frequentis.

Requirements means:

- a) for the Detailed Design Phase for each Release, the Initial Requirements for that Release; and
- b) for the Implementation Phase for each Release, the Updated Requirements for that Release.

Risk Management Plan means the plan described and set out in Appendix D of this PIPP.

ROC means the Rail Operations Centre.

ROC Technology Solution means the Day of Operations Timetable System, Incident Management System, Customer Information Management System and TIBCO middleware integrated into the Customer's Environment in accordance with the Customer's requirements.

SAD means the Solution Architecture Design document for each Release as included in the Detailed Design Documents for that Release.

SAT means system acceptance test for each Release as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP for each Release.

SAT Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security Test Phase has the meaning given to it in section 8.5 of this PIPP.

Security and Penetration Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

SIT Test Phase has the meaning given to it in section 8.5 of this PIPP.

System means:

- a) the REM IMS;
- b) the APIS CIMS;
- c) the DTTS; and
- d) the TIBCO interfaces developed by the Contractor, as customised and configured in accordance with the Customer's Requirements,

as developed, implemented and integrated on the Customer's Environment for the purposes of the Project.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Systems Integration Testing (SIT) has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

System Test Plan has the meaning given to it in section 8.3.

System Testing has the meaning as defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H Testing Baseline of this PIPP.

TEMS means Technical Environment Management Strategy.

Test Cases has the meaning given to it in section 8.3.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Management Services has the meaning given to it in section 8.3.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

Test Reporting means the ongoing reporting of the status of the Testing Services in the relevant Test Phase and includes the final Test Summary Report for the Test Phase.

Testing Phase means the phase described in section 88 of this PIPP.

Testing Services has the meaning given to it in section 8.5 of this PIPP.

Thales means Thales Australia Limited.

TIBCO means *The Information Bus Company's* middleware product that provides integration, analytics and event information processing.

TMT means 'Test Management Tool'.

TOM means 'Test Objective Matrix' as defined in section 8.3.

TSR means 'Test Summary Report' as described in section 8.3 of this PIPP.

UAT (Project) Test Phase has the meaning given to it in section 8.5 of this PIPP.

Unit /System Testing Phase has the meaning given to it in section 8.5 of this PIPP.

Updated Requirements for each Release means the Customer's Initial Requirements for that Release as they are further detailed and updated during the Detailed Design Phase for that Release in the Detailed Technology Business Requirements Specification document for that Release. The Updated Requirements for each Release set out the Customer's requirements for the Implementation Phase for that Release.

UPMP means Updated Project Management Plan as described in section 5C.4.1 of this PIPP.

Unit Testing (UT) has the meaning defined in the ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved) document set out in Appendix H (Testing Baseline) of this PIPP.

Validation means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled.

Verification means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled and meets the intended outcome.

Web Portal means the REM thin client for read only incident investigations, audit log viewer and standby client.

4A End to End Management Services (Release 1 – T2 & IMS Remediation)

4A.1.1 The Contractor must supply the following end to end management Services in connection with the Implementation Phases for Release 1 – T2 and in relation to the IMS Remediation Phases only, as indicated. For the avoidance of doubt, these are the phases introduced in to the Customer Contract under Change Request 7 except where noted otherwise.

#	Service	Description	IMS Remediation	Release 1-T2
1.	3rd Party (Interfacing Contractor and Key Contractor) Management	<p>End to end Management for the in scope technology delivery which may include;</p> <ul style="list-style-type: none"> • REM (Frequentis) • IIMS (HCL) • DTDI (iTree) • VCS (Base 2) • 2 Way Communication (Telstra) • Specialist Performance monitoring team (nominally JDS) • Network Monitoring (nominally UXC) • Middleware Monitoring (nominally IBM) • Operating System, Virtual Machine and Hardware Monitoring (nominally IBM) • Specialist security testing vendor <p>(the Customer remains accountable for Governance),</p>	Y	Y
2.	TIBCO	Planning for software build, deploy and configure – TIBCO (Interfaces)	Y	Y
3.	REM Configuration	Planning and coordination of proposed configuration changes in the area of Categories, Roles and Chapters & Fields with the Interim Support team	Y	Y
4.	REM Key Contractor	Manage the Key Contractor	Y	Y

5.	IIMS	Planning, co-ordination, review and reporting for: the design, build, testing and implementation on all work related to IIMS vendor related to relevant IMS Release.	Y	Y
6.	DTDI	Planning, co-ordination and reporting for the design, build, and testing on all work related to DTDI vendor related to relevant REM Releases.	Y	Y
7.	Telstra/Customer	Planning, co-ordination and reporting for the design, build, and testing on all work related to Telstra and the Customer related to SMS.	N	Y
8.	Base2/Customer	Planning, co-ordination and reporting for the design, build, and testing on all work related to Base2 and the Customer related to VCS.	N	Y
9.	Test Management Delivery	For all parties including, but not limited to, IBM (Operating System, Virtual Machine, Middleware Monitoring and Hardware Monitoring), DXC, JDS (specialist performance monitoring team), HCL (IIMS), iTree (DTDI) as required.	Y	Y
10	Deployment	For all parties including, but not limited to, IBM, DXC, JDS, HCL, iTree as required.	Y	Y
11	MDAM Feasibility	<p>The Contractor will carry out a feasibility study for an appropriate mobile device management solution for REM Mobile and provide as a Deliverable for approval by the Customer, a Mobile Device Application Management Whitepaper which is the assessment of the MDAM proposed options in terms, pros, cons, high level timeline delivery and supportability.</p> <p>This study will review the current Mobile Device Management Services at the Customer and Transport for NSW including but not limited to:</p> <ul style="list-style-type: none"> ·Mobile Device Management ·Mobile Security ·Mobile Policies and Governance ·Current Limitation and constraints <p>Propose up to 3 potential MDM solutions and a recommended solution that could support REM Mobile Application and Configuration Management; working with, but not limited to:</p> <ul style="list-style-type: none"> ·the Customer ·Transport for NSW ·Frequentis 	Y	N

5. Detailed Design (Release 1 & 2) Phase

5.1. Overview

- 5.1.1. The purpose of the Detailed Design (Release 1 & Release 2) Phase is to develop the Detailed Design Documents for Release 1 and Release 2 and confirming that the Detailed Design meets all of the Requirements.
- 5.1.2. The Customer is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design.
- 5.1.3. In addition to the responsibilities set out in section 3.2 of this PIPP, the Contractor must ensure that:
- a) all of the Services that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in section 5.3) are supplied and completed;
 - b) it will work collaboratively with the Key Contractors to deliver the Contractor's Services and Deliverables; and
 - c) all Deliverables that it is obliged to supply under the Detailed Design (Release 1 & Release 2) Phase (as specified in sections 5.4 and 5.5) are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule.

5.2. Entry Criteria

- 5.2.1. The Entry Criteria for each of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are specified in the table below:

#	Criterion	Description
1.	Previous Phase Discharged	All Services that the Contractor is required to supply during the Project Preparation Phase have been supplied.
2.	Previous Phase Deliverables	The Customer has approved all Deliverables in the Project Preparation Phase.

5.3. Detailed Design Services

- 5.3.1. The Contractor must supply the following Services as part of the Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase:

#	Description
1.	Implement and perform all the Detailed Design (Release 1 & Release 2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer (or its nominee), including: <ol style="list-style-type: none"> a) liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b) ensuring all required Contractor Personnel are present at the meeting(s); c) chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d) developing agenda for socialisation with participants; and e) producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer, the Key Contractors and all relevant Customer stakeholders: <ol style="list-style-type: none"> a) to clarify the Requirements and validate those Requirements; b) to identify any changes to those Requirements; and c) to prepare the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.

#	Description
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Detailed Design (Release 1 & Release 2) Phase.
4.	Develop the Detailed Design Documents for the System for Release 1 & Release 2.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a) summarise the key decisions made and Requirements during the Detailed Design (Release 1 & Release 2) Phase and how the Key Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b) confirm that the Detailed Design will meet the Customer's Requirements; and c) confirm that the scope of Release 1 & Release 2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Key Contractors and all relevant Customer stakeholders to identify and agree on risks to Release 1 & Release 2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (Release 1 & Release 2) Phase.
8.	Do all things necessary (using the standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractors to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5.4 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5.4 of this PIPP and as otherwise directed by the Customer.

5.3.2. The Contractor must supply the Services which are part of the Detailed Design (Release 1 & Release 2) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5.4. Release 1 Detailed Design Deliverables

5.4.1. The Contractor is responsible for the Deliverables set out in this section 5.4 with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities).

5.4.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 1) Phase and must accord substantially with the guidance provided in the CSI document titled '*Transformation and Change Requirements v4.1*' provided to the Contractor during the High Level Solution Design Phase.

5.4.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.

5.4.4. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 1) Phase. The approval of each Deliverable will be the responsibility of the Customer.

5.4.5. The Parties acknowledge and agree the Detailed Design (Release 1) Phase Deliverables marked "Closed" in the table below were received and have been and accepted by the Customer as at the date of Change Request 4.

#	Deliverable	Description	Approver	Status
Technology Deliverables				

Ajilon Implementation PIPP (CR8)

1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 1 Architecture Specification	<p>The Release 1 Architecture Specification must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the High-Level Solution Design and should contain the following:</p> <ul style="list-style-type: none"> a) Introduction: <ul style="list-style-type: none"> i. document overview; ii. document inputs; and iii. phase scope. b) Systems architecture: <ul style="list-style-type: none"> i. high level conceptual overview; ii. level 2 business processes; iii. application usage view; iv. system integration view; v. application structure view; vi. information architecture (including reference data requirements); vii. infrastructure usage view; viii. implementation and deployment view; and ix. manual integration. c) Rationale and justification for detailed design architectural approach: <ul style="list-style-type: none"> i. rationale; ii. architecture risks; iii. architecture issues; iv. architecture constraints; v. architecture assumptions; vi. architecture decisions; and vii. architecture dependencies. 	The Customer	Closed
3.	Release 1 Functional Specification	<p>The Release 1 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that REM IMS meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and 	The Customer	Closed

		functional requirements for the different products.		
4.	Release 1 Non-Functional Design	<p>The Release 1 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p> <p>The Release 1 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 1 Integration Specification	<p>The Release 1 Integration Specification describes the high level integration points between the REM IMS and other systems in the Customer Environment. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each interface.</p>	The Customer	Closed
6.	Project Communications Plan for Release 1	<p>The Project Communications Plan for Release 1 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.</p> <p>The Project Communications Plan for Release 1 outlines:</p> <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and 	The Customer	Closed

		c) in what format and why they are necessary.		
7.	Release 1 Data Management Plan	<p>The Release 1 Data Management Plan document defines:</p> <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within REM IMS, with other Customer systems, and effective and efficient system integration of REM IMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within REM IMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 1 Data Technical Analysis Outputs (DTAO)	<p>Release 1 Data Technical Analysis Outputs must include:</p> <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <p>1 For each type of reference data and master data used by REM IMS (as appropriate):</p> <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems <p>2 For each type of master or reference data requested by REM IMS from other Customer systems:</p> <ul style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; <p>3 For each type of transactional data flowing between REM IMS and another system (in either direction):</p> <ul style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; 	The Customer	Closed

		<ul style="list-style-type: none"> d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 1 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the System, including, at a minimum:</p> <ul style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. releases; ii. system Verification and Validation; iii. system change management; iv. release and deployment management; and v. change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/ function or decommission an old system/process/function. 	The Customer	Closed

10.	Release 1 Technology Implementation Plan (Template)	<p>The Release 1 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase and will provide a detailed plan and schedule of activities to deploy the Solution into the Environment. It must address training, development of, and installation of the REM IMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
11.	Technology Test Strategy	<ul style="list-style-type: none"> a) The Technology Test Strategy refers to the program test framework and includes: b) Introduction – Describing the purpose and objectives of the testing; c) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; d) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; e) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; f) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; g) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); h) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); i) Document revision and history; and j) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build Phase to reflect the findings by the Contractor during the Detailed Design (Release 1) Phase.</p>	The Customer	Closed

		<p>The UPMP must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and Deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture and phase approach; ii.organisation change management; and iii.delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the deliverables and respective obligations of the Contractor; the Key Contractor and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Updated Release 1 Product Gap Analysis	<p>The Updated Release 1 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 1) Phase. The Updated Release 1 Product Gap Analysis Deliverable specifies the gaps between Release 1 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 1 System Test Plan (Draft to be finalised in Release 1 Build)	<ul style="list-style-type: none"> a) The Release 1 System Test Plan describes how the testing will be delivered for the Release 1 System Test phase and must include: b) test plan identifier; c) references; d) introduction; e) test objectives; f) test items; g) software risk issues; h) features to be tested and traceability; i) features not to be tested and reasons; j) approach including the use of stubs, simulators etc; k) item pass/fail criteria (if different from strategy); 	The Customer	Closed

		<ul style="list-style-type: none"> l) suspension criteria and resumption requirements (if different from strategy); m) test deliverables; n) environmental needs; o) staffing and training needs (if different from strategy); p) responsibilities; q) schedule of tasks and assigned staff; r) planning risks and contingencies; s) approvals; and t) glossary. 		
16.	Updated Release 1 Requirements Traceability Matrix	<p>The Updated Release 1 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and/or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process 	The Customer	Closed

		<p>modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation.</p> <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 1 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 1)	<p>The Change Impact Analysis will describe the change impact on Release 1 related activities in the following dimensions (Note: refer to assumption related to baseline dimensions):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way 	The Customer	Closed

		<p>and extent that change impacts the methods and tools required to measure performance and sustain change.</p> <p>e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors.</p> <p>f) Organisational Structure; the way and extent that change impacts the structure of business units within the ROC.</p> <p>g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 1.</p>		
21.	Release 1 Training Needs Analysis	<p>The Release 1 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 1 solution. The Release 1 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.4.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 1) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.5. Release 2 Detailed Design Deliverables

5.5.1. The Contractor is responsible for the following Deliverables with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities).

5.5.2. The Transformation and Change Deliverables specified in the table below are to be provided to the Customer during the Detailed Design (Release 2) Phase and must accord substantially with the guidance provided in the CSI document titled

'Transformation and Change Requirements v4.1' provided to the Key Contractor during the High Level Solution Design Phase.

- 5.5.3. Where a Key Contractor must contribute to a Deliverable specified in the table below, that Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- 5.5.4. The Contractor must, in collaboration with the all relevant Key Contractors, supply the following Deliverables as part of the Detailed Design (Release 2) Phase. The approval of each Deliverable will be the responsibility of the Customer.
- 5.5.5. The Parties acknowledge and agree that the Detailed Design (Release 2) Phase Deliverables marked "Closed" in the table below were received and accepted by the Customer as at the date of Change Request 5.

#	Deliverable	Description	Approver	Status
Technology Deliverables				
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	The Customer	Closed
2.	Release 2 Architecture Specification	<p>The Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The Release 2 Architecture Specification will (where required) expand on the High-Level Design and should contain the following:</p> <p>Introduction:</p> <ul style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. <p>Systems architecture:</p> <ul style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. <p>Rationale and justification for detailed design architectural approach:</p> <ul style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; 	The Customer	Closed

		<ul style="list-style-type: none"> e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 		
3.	Release 2 Functional Specification	<p>The Release 2 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRs) that shall be developed by the Customer during the Detailed Design Phase.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed
4.	Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
5.	Release 2 Integration Specification	<p>The Release 2 Integration Specification describes the high level integration points between the APIS CIMS and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Release 2 Integration Specification will</p>	The Customer	Closed

		not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each Interface to be created by the Contractor during the Build Phase will describe the relevant Acceptance Criteria for each Interface.		
6.	ROC Technology Vendor Communications Plan for Release 2	The ROC Technology Vendor Communications Plan for Release 2 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. The Project Communications Plan for Release 2 outlines: <ul style="list-style-type: none"> a) what needs to be communicated and to whom; b) how often these exchanges should happen; and c) in what format and why they are necessary. 	The Customer	Closed
7.	Release 2 Data Management Plan	The Release 2 Data Management Plan document defines: <ul style="list-style-type: none"> a) the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within APIS CIMS, with other Customer systems, and effective and efficient system integration of APIS CIMS with other systems in the Customer Environment; and b) a high-level approach to management of all data within APIS CIMS which aligns with the approach outlined in the SAD. 	The Customer	Closed
8.	Release 2 Data Technical Analysis Outputs (DTAO)	Release 2 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a) data requirement classifications (master data, migration data, BI data); b) data migration requirements and rules; and c) data quality definition (at data attribute levels). <ol style="list-style-type: none"> 1. For each type of reference data and master data used by APIS CIMS (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in APIS CIMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether APIS CIMS can play the role of DMA source for that data; e) the volatility of that data; and f) data translations (if any) required to integrate with existing Customer systems; 	The Customer	Closed

		<ol style="list-style-type: none"> 2. For each type of master or reference data requested by APIS CIMS from other Customer systems: <ol style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3. For each type of transactional data flowing between APIS CIMS and another system (in either direction): <ol style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
9.	Updated Technology Implementation Strategy	<p>The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 2 program agreed between the Parties.</p> <p>The Updated Technology Implementation Strategy must be in the format approved by the Customer during the Project Preparation Phase specifying the implementation approach and method that will be implemented for the ROC Technology Solution, including, at a minimum:</p> <ol style="list-style-type: none"> a) personnel and organisation; b) implementation approach, including: <ol style="list-style-type: none"> i. releases; ii. system Verification and Validation; iii. system change management; iv. release and deployment management; and v. change implementation; c) summary of impacted system components; d) preliminary requirements for Go Live; e) implementation plan (start criteria, phases, timelines, critical path milestones); f) Verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommission an old system/process/function. 	The Customer	Closed

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10.	Release 2 Technology Implementation Plan (Template)	<p>The Release 2 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the Solution into the Customer Environment. It must address training, development of, and installation of the APIS CIMS into the Customer Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	The Customer	Closed
11.	ROC Technology Test Strategy	<p>The ROC Technology Test Strategy refers to the program test framework and includes:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) - Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision and history; and i) Approvals. 	The Customer	Closed
12.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan shall be based on the Project Management Plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release 2) Phase.</p> <p>The UPMP must specify, as a minimum, the following:</p>	The Customer	Closed

		<ul style="list-style-type: none"> a) current project status; b) project overview; c) scope and deliverables; d) solution approach, including: <ul style="list-style-type: none"> i. architecture and phase approach; ii. organisation change management; and iii. delivery approach; e) budget and schedule; f) dependencies; g) roles and responsibilities; h) project control; i) quality management; j) work breakdown structure (WBS) for Deliverables identified in section 14.3; and k) key risks and issues. 		
13.	RACI	<p>The RACI must detail the Deliverables and respective obligations of the Contractor, the Key Contractors and the Customer.</p> <p>Note: an initial draft of the Detailed Design document deliverables RACI is listed in Appendix F.</p>	The Customer	Closed
14.	Release 2 Product Gap Analysis	<p>The Release 2 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor (as applicable) during the Detailed Design (Release 2) Phase. The Updated Release 2 Product Gap Analysis Deliverable specifies the gaps between Release 2 detailed requirements and the detailed solution design and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required identify any gaps that will not be resolved, and present a forecast of the impact to the business. 	The Customer	Closed
15.	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	<p>The Release 2 Master Test Plan Draft describes how the testing will be delivered for the Release 2 Test phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; 	The Customer	Closed

		<ul style="list-style-type: none"> m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 		
16.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
17.	Technology Environment Management Strategy	<p>The Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>The Technology Environment Management Strategy contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed
Transformation and Change Deliverables				
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) capability gaps in systems and processes. <p>The process model will conform to best practice principles.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a) conform to industry best practice; and b) be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation. <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as</p>	The Customer	Closed

		<p>determined by the Customer.</p> <p>The best practice process flows deliverable describes the new Release 2 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p> <ul style="list-style-type: none"> a) best practice levels 2-4 process flows; and b) Validation of processes against real life scenarios. <p>The Capability gaps in systems and processes Deliverable:</p> <ul style="list-style-type: none"> a) Documents the gaps and/or variations in processes or capabilities between the current state process flows and the recommended best practice process flows to confirm the changes to processes and capabilities. b) The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes. 		
19.	Draft recommended ROC organisational structure	<p>The draft recommended ROC organisation structure must conform to best practice. It will detail and define roles, detail and define position purpose and high level description(s).</p>	The Customer	Closed
20.	Change Impact Analysis (Release 2)	<p>The Change Impact Analysis will describe the change impact on Release 2 related activities in the following dimensions (Note: updated assumptions section):</p> <ul style="list-style-type: none"> a) Business process/workflow; the way and extent that change impacts the way work/business activities are conducted that enable the business to produce a value-added business outcome. b) Policies and procedures; the way and extent that change impacts the formal and informal guidelines for daily work activities. c) Communication; the way and extent that change impacts the information flow required within the organisation. d) Performance measures; the way and extent that change impacts the methods and tools required to measure performance and sustain change. e) Technology; the way and extent that change impacts the physical work environment including technology and information systems, overall layout, location and human factors. f) Organisational Structure; the way and extent that change impacts the 	The Customer	Closed

		<p>structure of business units within the ROC.</p> <p>g) Roles and Responsibilities; the way and extent that change impacts the outputs and inputs and work responsibilities and/or accountabilities assigned to positions within the ROC scope.</p> <p>h) Skills and Knowledge; the way and extent that change impacts the knowledge, skills and abilities required of all positions within the ROC scope to effectively perform their jobs.</p> <p>i) Culture; the set of shared values, attitudes, goals and practices required to support the technology within the ROC.</p> <p>j) Behaviour; the way and extent that change impacts the behaviour required to be demonstrated to optimise the benefits introduced by new technology and processes within the ROC.</p> <p>A Change Impact Analysis will be provided prior to Release 2.</p>		
21.	Release 2 Training Needs Analysis	<p>The Release 2 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 2 solution. The Release 2 Training Needs Analysis must align to the Training Strategy provided by the Customer.</p> <p>Note that the associated training material will be developed during the Build Phase.</p>	The Customer	Closed

5.5.6. The Contractor must supply the Deliverables which are part of the Detailed Design (Release 2) Phase in accordance with and on or before the relevant date(s) specified in the Project Schedule.

5.6. Exit Criteria for Detailed Design (Release 1 & Release 2) Phase

5.6.1. The Exit Criteria for each of Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase are:

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables for the relevant phase	The Customer has accepted the Detailed Design Deliverables set out in sections 5.4 and 5.5 of this PIPP (as applicable).

5A Interim Detailed Design (Release 3) Phase for DTTS only

5A.1 Overview and purpose of Interim Detailed Design (Release 3) Phase

5A.1.1 The purpose of the Interim Detailed Design (Release 3) Phase is to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for the Release 3 for DTTS only (which will include updating the Detailed Design created during Detailed Design (Release 1) Phase and Detailed Design (Release 2) Phase) of the ROC Technology Solution).

5A.1.2 The purpose of the full Detailed Design (Release 3) Phase will be to document and confirm in the Detailed Design Documents all of the Requirements and develop Detailed Design for Release 3. It is anticipated that the full Detailed Design (Release 3) Phase (i.e. for Release 3 for the entire System) will commence under a Change Request, which the Parties expect to execute in due course.

5A.2 Services under the Interim Detailed Design (Release 3) Phase

5A.2.1 The Contractor must provide:

- a) the Services described in section 5A.4 for DTTS; and
- b) the Deliverables described in section 5A.5.

5A.2.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Detailed Design (Release 3) Phase (as specified in section 5A.4) are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Interim Detailed Design (Release 3) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5A.3 Entry Criteria

5A.3.1 There are no Entry Criteria for the Interim Detailed Design (Release 3) Phase and the phase will commence in parallel to other work being undertaken by the Contractor.

5A.4 Services under Interim Detailed Design (Release 3) Phase

5A.4.1 The Contractor is responsible for the following Services with appropriate input from the DTTS Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
1.	Implement and perform all the Interim Detailed Design (Release 3) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ul style="list-style-type: none"> a. liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; b. ensuring all required Contractor Personnel are present at the meeting(s); c. chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); d. developing agenda for socialisation with participants; and e. producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ul style="list-style-type: none"> a. to clarify the Requirements and validate those Requirements; b. to identify any changes to those Requirements; and c. to prepare the documents required as part of the Interim Detailed Design (Release 3) Phase.

#	Description
3.	Review and analyse existing business processes, technology interfaces and requirements for the purpose of preparing the documents required as part of the Interim Detailed Design (Release 3) Phase.
4.	Develop the Detailed Design Documents for DTTS for Release 3.
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ul style="list-style-type: none"> a. summarise the key decisions made and Requirements during the Interim Detailed Design (Release 3) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; b. confirm that the Detailed Design will meet the Customer's Requirements; and c. confirm that the scope of Release 3 for DTTS to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to Release 3 for DTTS.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Interim Detailed Design (Release 3) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the DTTS Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5A.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5A.5 of this PIPP and as otherwise directed by the Customer.

5A.5 Interim Detailed Design (Release 3) Phase Deliverables

5A.5.1 For the Interim Detailed Design (Release 3) Phase, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to Appendix F for allocation of accountabilities and responsibilities).

5A.5.2 During the Interim Detailed Design (Release 3) Phase, the Contractor will commence the production of the following Deliverables in respect of DTTS only. It is anticipated that the Contractor will complete the production of the full suite of Deliverables for Release 3 under the full Detailed Design (Release 3) Phase (i.e. for each product that comprises Release 3, being IMS, DTTS and CIMS) pursuant to a Change Request which the parties expect to execute in due course.

5A.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description	Status
Technology Deliverables			
1.	Updated High Level Solution Design	The Updated High Level Solution Design must be updated to reflect the findings by the Key Contractors and Contractor during the Detailed Design (Release 3) Phase and be based in the High Level Design submitted by the Contractor during the High Level Solution Design Phase.	Closed
2.	Release 3 Architecture Specification	The Release 3 Architecture Specification must describe the Release 3 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.	Closed

3.	Release 3 Functional Specification	The Release 3 Functional Specification defines the System's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the Software meets the Detailed Technical Business Requirements (DTBRS) that shall be developed by the Customer during the Detailed Design Phase.	Closed
4	Release 3 Non-Functional Design	The Release 3 Non-Functional Design developed during the High Level Solution Design Phase must be updated to reflect the findings by the Contractor during the Detailed Design (Release 3) Phase.	Closed
5.	Release 3 Integration Specification	The Release 3 Integration Specification describes the high level integration points between COTS product and other systems in the Customer Environment. A detailed interface specification for each Interface will be created by the Contractor during the Build Phase.	Closed
6.	ROC Technology Vendor Communication Plan	The Project Communications Plan for Release 3 clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development.	Closed
7.	Release 3 Data Management Plan	The Release 3 Data Management Plan document defines: <ul style="list-style-type: none"> a. the design, build, control and data management activities required to ensure data quality of all data (reference data, master data and transactional data) within the Applications, with other Customer systems, and effective and efficient system integration of the Applications with other systems in the Customer Environment; and b. a high-level approach to management of all data within the Applications which aligns with the approach outlined in the SAD. 	Closed
8.	Release 3 Data Technical Analysis Outputs	Release 3 Data Technical Analysis. Outputs must include: <ul style="list-style-type: none"> a. Data Requirement Classifications (Master Data, Migration Data, BI data); b. Data Migration Requirements and Rules; and c. Data quality definition (at data attribute levels). d. for each type of reference data and Master Data used by the Applications (as appropriate): <ul style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in the Applications; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer 	Closed

		<p>source from which the data may be obtained;</p> <p>d) whether the Applications can play the role of DMA source for that data;</p> <p>e) the volatility of that data; and</p> <p>f) data translations (if any) required to integrate with existing Customer systems</p>	
9.	Updated Technology Implementation Strategy	The Updated Technology Implementation Strategy shall be baselined against the Technology Implementation Strategy developed in the High Level Solution Design Phase and as varied to reflect the Release 3 program agreed between the Parties.	Closed
10.	Release 3 Technology Implementation Plan (Template)	The Release 3 Technology Implementation Plan (Template) will be developed and agreed. The plan will outline the planned approach for the roll out of the relevant components for Release 3.	Closed
11.	Updated ROC Technology Test Strategy	<p>The Technology Test Strategy refers to the program test framework and includes:</p> <p>a. Introduction – Describing the purpose and objectives of the testing;</p> <p>b. Scope – What will be tested and what will not be tested; product risk analysis and traceability; assumptions; test risks and constraints;</p> <p>c. Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases;</p> <p>d. Environment(s) - Test Environment strategy including where each testing phase will take place, environment management, release management;</p> <p>e. Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release Acceptance; acceptance criteria; Defect management, test reporting, completion criteria;</p> <p>f. Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations);</p> <p>g. Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required);</p> <p>h. Document revision and history; and</p> <p>i. Approvals.</p>	Closed
12.	Updated Project Management Plan	The Updated Project Management Plan (UPMP) shall be based on the project management plan submitted by the Contractor during the High Level Solution Design Phase and updated during the Build phase to reflect the findings by the Contractor during the Detailed Design (Release	Closed

		3) Phase.	
13.	RACI	The RACI must detail the deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	Closed
14.	Release 3 Product Gap Analysis	The Updated Release 3 Product Gap Analysis shall be based on the DTBRS to reflect the findings by the Contractor /Key Contractors (as applicable) during the Detailed Design (Release 3) Phase.	Closed
15.	Release 3 Master Test Plan Draft	The Release 3 Master Test Plan describes how the testing will be delivered for the Release 3 System Test phase.	Closed
16.	Requirements Traceability Matrix updated for Release 3	The Requirements Traceability Matrix shows the status and decisions made regarding the business requirements/capabilities.	Closed
17.	Technology Environment Management Strategy	The Technology Environment Management Strategy details the process for managing end to end environments.	Closed
18.	Operating Model	<p>The Operating Model must document and /or identify:</p> <ul style="list-style-type: none"> a. recommended future state levels 2-4 process flows; and b. capability gaps in systems and processes. <p>The process model will conform to best practice principles identified by the Key Contractors.</p> <p>The Operating Model must:</p> <ul style="list-style-type: none"> a. conform to industry best practice;. b. be documented in an agreed format that supports business process modelling methodology as well as be capable of maintaining multiple versions of the model to support a staged implementation <p>Processes will be jointly developed through workshops with the Customer and its nominated Personnel (such as SMEs) as determined by the Customer.</p> <p>Future State process flows Deliverable description:</p> <p>The future state process flows describes the new Release 1 level 4 processes that will be required based on the out of the box software technology processes. Release 2 level 2 and level 3 processes impacted by the new level 4 processes will also be updated. Any processes not impacted by the new level 4 processes will remain unchanged.</p> <p>The Operating Model must address the following:</p>	Closed

		<p>a. future state levels 2-4 process flows;</p> <p>b. validation of processes against real life scenarios</p> <p>Capability gaps in systems and processes deliverable description:</p> <p>Documentation of the gaps and/or variations in processes or capabilities between the current state process flows and the recommended future state process flows to confirm the changes to processes and capabilities.</p> <p>The key focus of this Deliverable will be on the level 4 gaps and/or variations in processes as dictated by the out of the box technology processes.</p>	
19.	Draft recommended ROC organisational structure	The draft recommended ROC organisation structure must conform to best practice.	Closed
20.	Change Impact Analysis (Release 3)	The Change Impact Analysis will describe the change impact on Release 3 related activities.	Closed
21.	Release 3 Training Needs Analysis	The Release 3 Training Needs Analysis must detail the training requirements (role based) for the effective delivery and ongoing operation of the Release 3 solution.	Closed

5A.6 Exit Criteria (Release 3)

5A.6.1 There are no Exit Criteria specifically for Interim Detailed Design (Release 3) Phase as work on the Deliverables will continue in the full Detailed Design (Release 3) Phase if required. Customer in its sole discretion may notify Contractor that Detailed Design is complete.

5A.7 Cost of the Detailed Design (Release 3) Phase

5A.7.1 The Customer and the Contractor acknowledge and agree:

- a) that the cost for the Services and Deliverables under the Detailed Design (Release 3) Phase had previously not been included in the Contractor's BAFO Submission for the Implementation & Maintenance Phase; and
- b) if required, the Parties will negotiate in good faith to agree the cost of the full Detailed Design (Release 3) Phase (less any amount payable for Interim Detailed Design (Release 3) Phase) pursuant to a Change Request.

5B Detailed Design (R1-T2) Phase

5B.1 Overview and purpose of Detailed Design (R1-T2) Phase

5B.1.1 The purpose of the Detailed Design (R1-T2) Phase is to develop the Detailed Design Documents for R1-T2 and confirming that the Detailed Design meets all of the Requirements in order to meet the business needs and align with REM 2017.R2.

5B.1.2 From the commencement of the Detailed Design (R1-T2) Phase, the Contractor will develop a set of Build Specification Deliverables based on the SAD and DTBRS.

5B.1.3 The Build Specification Deliverables must be developed as a priority to enable the build phase for R1-T2 to commence in parallel to the end of the Detailed Design (R1-T2) Phase. The remaining Detailed Design Deliverables and Updated Requirements will be informed by the approved Build Specification. All remaining Detailed Design Deliverables as defined in section 5B.5 will be completed in parallel to the timeframe for the build phase for R1-T2 as defined in the updated Appendix C - Project Schedule.

5B.1.4 For clarity, all Deliverables produced by the Contractor during the Detailed Design (R1-T2) Phase will relate to Release 1 Tranche 2.

5B.1.5 The Customer:

- a) is responsible for defining and supplying the Requirements required by the Contractor for Detailed Design;
- b) will approve the Build Specifications deliverables that are supplied by the Contractor and Key Contractor; and
- c) will approve the Detailed Design Deliverables that are supplied by the Contractor and Key Contractor.

5B.2 Services under the Detailed Design (R1-T2) Phase

5B.2.1 The Contractor must provide:

- a) the Services described in section 5B.4 for Detailed Design (R1-T2) Phase; and
- b) the Deliverables described in section 5B.5.

5B.2.2 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Detailed Design (R1-T2) Phase (as specified in section 5B.4) are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Detailed Design (R1 -T2) Phase are delivered to the Customer on or before the relevant date(s) specified in the Project Schedule.

5B.3 Entry Criteria

5B.3.1 The Entry Criteria for the Detailed Design (R1-T2) Phase are specified in the table below:

#	Criterion	Description
1.	The Key Contractor has entered into an agreement with the Customer relating to the Detailed Design (R1-T2) Phase.	The Key Contractor has entered into an agreement with the Customer for its work on the Detailed Design (R1-T2) Phase and is ready to work with the Contractor on the Contractor's R1-T2 Services and Deliverables set out in this PIPP.

5B.4 Services under Detailed Design (R1-T2) Phase

5B.4.1 The Contractor is responsible for the following Services with appropriate input from the Key Contractor (refer to Appendix F for allocation of accountabilities and responsibilities):

#	Description
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#	Description
1.	Implement and perform all the Detailed Design (R1-T2) Phase kick off activities in accordance with, and using the Project kick off materials developed by the Contractor as part of the Project Preparation Phase and approved by the Customer, including: <ol style="list-style-type: none"> liaising with the Customer to ensure that all of the requirements necessary to facilitate the meeting(s) are in place; ensuring all required Contractor Personnel are present at the meeting(s); chairing and presenting the System meeting(s) in accordance with the meeting objectives and agenda(s); developing agenda for socialisation with participants; and producing official minutes of meetings, including obtaining participant approval of contents.
2.	Participate in all necessary workshops with the Customer and all relevant Customer stakeholders: <ol style="list-style-type: none"> to clarify the Requirements and validate those Requirements; to identify any changes to those Requirements; and to prepare the documents required as part of the Detailed Design (R1-T2) Phase.
4.	Develop the Detailed Design Documents for R1-T2
5.	Conduct playback sessions with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> summarise the key decisions made and Requirements during the Detailed Design (R1-T2) Phase and how the Contractor configuration approach will result in the successful delivery of the Customer's Requirements; confirm that the Detailed Design will meet the Customer's Requirements; and confirm that the scope of R1-T2 to be implemented is understood by all parties.
6.	Conduct a risk management workshop with the Customer, the Contractor and all relevant Customer stakeholders to identify and agree on risks to R1-T2.
7.	Provide the Key Contractors with all the necessary assistance reasonably requested by the Key Contractors during the Detailed Design (R1-T2) Phase.
8.	Do all things necessary (using a standard of a prudent Contractor of services and deliverables similar to the Services and Deliverables to be supplied as part of the System) to enable the Key Contractor to carry out their services and deliverables so that the Contractor can develop and supply the Deliverables described in section 5B.5 of this PIPP.
9.	Do all other things necessary to develop and supply the Deliverables described in section 5B.5 of this PIPP and as otherwise directed by the Customer.
10	Preliminary TIBCO Specifications resulting from downstream impact assessment
11	Preliminary Planning for software build, deploy and configure – TIBCO (Interfaces)
12	Preliminary Planning and co-ordination for: the design, build, testing and implementation on all work related to IMS Remediation.
13	Preliminary REM Configuration Analysis
14	Develop Project Management Plan for IMS Remediation

5B.5 Detailed Design (R1-T2) Phase Deliverables

5B.5.1 For R1-T2, the Contractor is responsible for the following Deliverables with appropriate input from the Key Contractors (refer to the RACI in Appendix F for allocation of accountabilities and responsibilities).

5B.5.2 Where a Deliverable is referenced in the table below as being "Updated", the Contractor will update the relevant Release 1 Deliverable.

5B.5.3 The Customer will be the approver for each of these Deliverables.

#	Deliverable	Description
Build Specification Deliverables		
1.	Updated Architecture Specification	The Updated Architecture Specification document incorporating the information relevant to the requirements for DP1 T2.
2.	Updated Functional Specification	The Updated Functional Specification document incorporating the information relevant to the requirements for R1-T2
3.	Updated Integration Specification	The Updated Integration Specification document incorporating the information relevant to the requirements for R1-T2
Detailed Design Deliverables		
4.	Updated Requirements Traceability Matrix	The Updated Requirements Traceability Matrix incorporating the information relevant to the requirements for R1-T2
5.	Product Gap Analysis	The updated Product GAP Analysis document incorporating the information relevant to the requirements for R1-T2
6.	Updated Interface Design Specification	The Updated Interface Design Specification document incorporating the information relevant to the requirements for R1-T2
7.	Updated Non-Functional Design	The Updated Non-Functional Design incorporating the information relevant to the requirements for DP1 T2
8.	Interface Design Specification per Interface (Draft only, as this will be finalised in the build phase)	The detailed technical specification will describe the details relevant to the build such as: <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.
9.	Updated Data Technical Analysis Outputs	The Updated Non-Functional Data Technical Analysis Outputs incorporating the information relevant to the requirements for DP1 T2.
10.	RACI	The RACI must detail the deliverables and respective obligations of the Contractor, Key Contractors and the Customer.
11.	R1-T2 Master Test Plan Draft	The R1-T2 Master Test Plan Draft describes how the testing will be delivered for the R1-T2 Implementation phases.

5B.6 Exit Criteria (R1-T2)

5B.6.1 The Exit Criteria for the Detailed Design (R1-T2) Phase is:-

#	Criterion	Description
1.	Completion of all Detailed Design Deliverables R1-T2	The Customer has accepted the Detailed Design Deliverables set out in section 5B.5 of this PIPP (as applicable).

5B.7 Cost of the Detailed Design (R1 T2) Phase

The Customer and the Contractor acknowledge and agree that the cost for the Services and Deliverables under the Detailed Design (DP1 T2) Phase had previously not been included in the Contractor’s BAFO Submission for the Implementation & Maintenance Phase.

5C Interim Implementation (Release 1) Phase

5C.1 Overview and purpose of Interim Implementation (Release 1) Phase

5C.1.1 The purpose of Interim Implementation (Release 1) Phase is to enable the Contractor to commence work to enable the IMS Contractor to integrate their IMS product (REM2016.R1) into the Environment. The Interim Implementation (Release 1) Phase will start on 2 November 2015.

5C.1.2 The Parties acknowledge and agree the Interim Implementation (Release 1) Phase is not intended to deliver Release 1 of the ROC Technology Solution into Production.

5C.1.3 The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Interim Implementation (Release 1) Phase are supplied and completed; and
- b) all Deliverables that it is obliged to supply under the Interim Implementation (Release 1) Phase are Accepted by the Customer,

on or before the relevant date(s) specified in the Project Schedule and that each of those Deliverables is consistent with or complies with the Detailed Detail (Release 1) Phase Deliverables

5C.2 Entry Criteria

5C.2.1 The Entry Criteria for the Interim Implementation (Release 1) Phase are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release1) Phase complete to necessary level to start the Interim Implementation (Release 1) Phase	All Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase have been supplied. The Customer has performed all Customer responsibilities and supplied all CSIs required to be performed or supplied during the Detailed Design (Release 1) Phase.
2.	Previous Phase Deliverables Completed	The Customer has Accepted all Deliverables supplied in the Detailed Design (Release 1) Phase or, in the Customer’s sole and absolute discretion, are at the necessary level to start the Interim Implementation (Release 1) Phase. Where one or more Deliverables in the Detailed Design (Release 1) Phase have not been Accepted by the Customer, actions are in place, as agreed with the Customer, to ensure that outstanding Deliverables will be completed in line with an agreed timeline as determined by the Customer.

5C.3 Services

5C.3.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Services as part of the Interim Implementation (Release 1) Phase:

#	Description
1.	Data Management: ongoing updates to the Data Management Plan and Detailed Technical Analysis Outputs documents
2.	Environment Coordination Support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified
3.	Planning for software build, deploy and configure – TIBCO (Interfaces)
4.	All other things necessary to develop and supply the Deliverables described in section 5C.4 and as otherwise directed by the Customer.

5C.3.2 The Contractor must supply the Services which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5C.4 Deliverables

5C.4.1 Subject to sections 14.5 and 14.6, the Contractor must supply the following Deliverables as part of the Interim Implementation (Release 1) Phase:

#	Deliverable	Description	Approver	Status as at the date of CR5
Documentation Deliverables				
1.	Updated Implementation Strategy	Updated Implementation Strategy document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
2.	Updated Architecture Specification	Updated Architecture Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
3.	Updated Functional Specification	Updated Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
4.	Updated Integration Specification	Updated Integration Functional Specification document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
5.	Updated Project Communication Plan	Updated Project Communication Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
6.	Updated Release 1 Data Technical Analysis Outputs	Release 1 Data Technical Analysis Outputs must include: <ul style="list-style-type: none"> a) Data Requirement Classifications (Master data, Migration Data, BI data); b) Data Migration Requirements; and c) Data quality rules definition (at data interface levels). 	The Customer	Closed

#	Deliverable	Description	Approver	Status as at the date of CR5
		<p>Release 1 Data Technical Analysis Outputs also includes:</p> <ol style="list-style-type: none"> 1. for each type of reference data and master data used by REM IMS (as appropriate): <ol style="list-style-type: none"> a) the real-world object type represented by that data set; b) the recommended data maintenance method(s) in REM IMS; c) the relevant SME(s), functional owner(s), source of requirement and/or Customer source from which the data may be obtained; d) whether REM IMS can play the role of MDM source for that data e) the volatility of that data; f) data translations (if any) required to integrate with existing Customer systems. 2. for each type of master or reference data requested by REM IMS from other Customer systems: <ol style="list-style-type: none"> a) what data is required in the request and response messages; b) the business rules governing each message; and c) how those business rules are enforced; 3. for each type of transactional data flowing between REM IMS and another system (in either direction): <ol style="list-style-type: none"> a) the source and target systems; b) the message type and message header type; c) any encryption, security or certification considerations; d) the methods used to handle non-compliant data in the source system; e) any record selection filters required; and f) any record level transformations required. 		
7.	Updated Data Management Plan	Updated Data Management Plan document incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
8.	Updated Project Management Plan	Updated Project Plan incorporating the information learnt during the Detailed Design and HLSD Phase.	The Customer	Closed
9.	Deployment & Implementation	Document describing the process, tasks and responsibilities for controlled	The Customer	Closed

#	Deliverable	Description	Approver	Status as at the date of CR5
	Plan	movement of the solution through technical environments, from Development into production. It includes back-out and recovery plans.		
Technical Deliverables				
10.	TIBCO Release 1	Planning for TIBCO configuration to deliver REM IMS functionality as well as Legacy - REM IMS integration. Interfaces will be based on Functional Specifications aligned to Release 1.	The Customer	Closed
11.	Interface Technical Specifications	Technical Specifications for TIBCO Interfaces as per the Project Schedule.	The Customer	Closed

5C.4.2 The Contractor must supply the Deliverables which are part of the Interim Implementation (Release 1) Phase in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

5C.4.3 The Contractor acknowledges and agrees:

- a) that the cost for the Services and Deliverables under the Interim Implementation (Release 1) Phase had previously been included in the Contractor’s BAFO Submission for the Implementation & Maintenance Phase; and
- b) without limiting clause 23 of the Additional Conditions, that if selected as a preferred supplier to implement or support any component of the System, the Contractor will reduce the cost of the Implementation Phase accordingly.

6. Build Phase (Release 1, Release 2, Release 1 – T2 & IMS Remediation)

6.1. Overview

6.1.1. The Parties acknowledge that the Build Phase for Release 1 commenced under the Interim Implementation (Release 1) Phase. For clarity the scope of the Build Phase (including certain activities undertaken under the Interim Implementation (Release 1) Phase) are detailed in full in this section 6. The Build Phase for Release 2 was incorporated within the scope of this Customer Contract pursuant to Change Request 5. The Parties acknowledge and agree that:

- a) certain Deliverables and Services originally contemplated by the Parties as being comprised within the scope of the Customer Contract, the charges for which were included in the Contractor’s BAFO submission of 20 March 2015 (“BAFO”), have been bought forward in whole or in part within the scope of this Customer Contract; and
- b) the BAFO is no longer wholly reflective of the revised scope of the ROC Technology Solution, due to the increased quantity of certain Deliverables and changes to the ROC Technology Solution delivery approach and schedule.

6.1.2. The Build Phase for Release 1 – T2 and IMS Remediation were incorporated within the scope of this Customer Contract pursuant to Change Request 7.

6.1.3. The purpose of the Build Phase is to:

- a) configure the TIBCO middleware to enable integration of the Applications into the Customer Environment;
- b) in collaboration with the Key Contractors, customise the Licensed Software to interface with the TIBCO middleware; and
- c) configure and customise the System to fulfil the requirements specified in the Requirements.

6.1.4. For the Build Phase, Release 1 is planned to Go Live as a part of the Customer’s Enterprise Release Management (ERM) Release 3, scheduled to have a technology only go live on 10 December 2016 (ERM Release 2016.3).

6.1.5. Release 1-T2 is planned to Go Live as part of the Customer’s ERM Release 1, scheduled to have technical Go Live on 11 March 2018 (ERM Release A2018.1).

6.1.6. In addition to the responsibilities set out in section 3 of this PIPP, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

6.1.7. Subject to section 6.1.8, the Contractor must ensure that:

- a) all of the Services and Deliverables that it is obliged to supply and deliver under the Build Phase (as specified in sections 6.3, 6.4, 6.5, 6.6 and 6.7) are supplied, delivered and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Contractor’s Services and Deliverables; and
- c) all Deliverables that it is obliged to supply under the Build Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

6.1.8. The Parties acknowledge and agree that the Contractor is not obliged to undertake System Implementation Testing (SIT), User Acceptance Testing (UAT), Deployment or Post Implementation Verification (PIV) activities for Release 2 Implementation unless and until the Parties agree and confirm in writing the pricing for those activities.

6.2. Entry Criteria

6.2.1. The Entry Criteria for each of Build Phase (Release 1) and Build Phase (Release 2) are specified in the table below:

#	Criteria	Description
1.	Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase and Detailed Design (R1 – T2) Phase completed to necessary level to start the relevant Build Phase (i.e. Build Phase (Release 1), Build Phase (Release 2), Build Phase (R1-T2) or Build Phase (IMS Remediation)	<p>Services that the Contractor is required to supply during the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, or Detailed Design (R1-T2) Phase (as applicable) have been supplied.</p> <p>The Customer has performed all Customer responsibilities and supplied all CSI required to be performed or supplied during the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase, or Detailed Design (R1-T2) Phase (as applicable).</p>
2.	Technical Documents Approved for the relevant phase.	The Customer has accepted all Deliverables supplied in the Detailed Design (Release 1) Phase, Detailed Design (Release 2) Phase or Detailed Design (R1-T2) Phase (as applicable) or, in the Customer’s sole and absolute discretion, those Deliverables are at the necessary level to start the relevant Build Phase.

6.3. Build Services

The Contractor must supply the following Services for the Build Phase where there is a related Deliverable:

#	Service	Description
1.	TIBCO Interfaces	Develop TIBCO middleware interfaces to support the integration of the Applications with Existing Systems as defined in the Integration Specification and the Solution Architecture Document.
2.	Integration –TIBCO (Release 1 – T2 and IMS Remediation only)	Configure the TIBCO middleware, other than DTDI and IIMS, to enable integration of the Applications into the Customer Environment
3.	Integration – TIBCO (Release 1 – T2 and IMS Remediation only)	In collaboration with the Key Contractors, update the Licensed Software to interface with the TIBCO middleware
4.	Integration TIBCO (Release 1 – T2 and IMS Remediation only)	Update TIBCO middleware interfaces to support the integration of the Applications with the Customer Environment as defined in the Integration Specification and the Solution Architecture Document.
5.	Integration – Voice Communications System (VCS) enablement	Configure the application to enable the direct integration with the Voice Communication System
6.	Integration – 2 Way Communication	Configure the application to enable the direct integration with Telstra SMS Gateway
7.	Updates to Detailed Design Deliverables	The Detailed Design Documents that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and Detailed Design Phase.
8.	Security Reporting Extract (IMS Remediation only)	Configure the application and or the environment to allow for the delivery, testing and deployment of the existing security report extract from the database to another server (i.e. single hop) utilising SFTP Update the extract to address as a minimum two enhancements transpose columns to rows and change report period from 7 to 31 days. Enhancements will be time-boxed up until IMS Remediation is ready for system test Alignment to any configuration changes
9.	HF & Assurance (R1 – T2 and IMS Remediation only)	Participate in Human Factors and safety assurance workshops

6.4. Build Phase (Release 1) Deliverables

6.4.1. Updates to Detailed Design Deliverables

Ajilon Implementation PIPP (CR8)

The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

6.4.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 1). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver	Status as at the date of CR7
Technology Deliverables				
1.	Updated High Level Solution Design	The updated High Level Solution Design will reflect the design of the System developed during the Build Phase.	The Customer	Closed
2.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer	Closed

3.	Updated Release 1 Architecture Specification	<p>The Updated Release 1 Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must describe the Release 1 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	The Customer	Closed
4.	Updated Release 1 Functional Specification	<p>The Updated Release 1 Functional Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1), incorporating REM and REM Mobile. It defines the system's required capabilities, appearance and interaction with users. The Updated Release 1 Functional Specification will be used to validate that the solution for Release 1 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer	Closed

5.	Updated Release 1 Non-Functional Design	<p>The updated Release 1 Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (Release 1). It must be updated to reflect any findings by the Contractor during the Build Phase (Release 1).</p> <p>The Updated Release 1 Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer	Closed
6.	Updated Release 1 Integration Specification	<p>The updated Release 1 Integration Specification will reflect the design of the “as built” system developed during the Build Phase (Release 1). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (Release 1).</p> <p>The following subjects are included in the Release 1 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 1) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer	Closed

7.	Updated Project Communications Plan for Release 1	The updated Project Communications Plan for Release 1 will reflect lessons learnt during Release 1, as well as revision in the approach to project communications agreed between the Parties during the Build Phase (Release 1).	The Customer	Closed
8.	Updated Release 1 Data Management Plan	The updated Release 1 Data Management Plan will reflect the design of the “as built” System developed during the Build Phase (Release 1).	The Customer	Closed
9.	Updated Release 1 Data Technical Analysis Outputs (DTAO)	The updated Release 1 Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (Release 1).	The Customer	Closed
10.	Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The updated Technology Implementation Strategy will reflect the approach agreed between the Customer, Contractor and Key Contractor to implement REM IMS for Release 1. The document updated during the Build Phase (Release 1) must be updated to reflect the final agreed approach to implement the ROC Release 1 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i. Releases; ii. System verification and validation; iii. System change management; iv. Release & deployment management; and v. Change implementation; c) summary of impacted system components; d) preliminary requirements for ‘Go-Live’; e) implementation plan (start criteria, phases, timelines and critical path milestones); f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	The Customer	Closed

11.	Updated Release 1 Technology Implementation Plan	<p>The Updated Release 1 Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for Release 1.</p> <p>The final version of the Release 1 Technology Implementation Plan will be developed during the Build Phase (Release 1) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer	Closed
12.	Updated Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)	<p>The Updated Technology Test Strategy will reflect the approach agreed between the Customer, Key Contractor and Contractor to implement REM IMS for Release 1 and the program test framework. The Updated Technology Test Strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability. assumptions, test risks and constraints; c) Approach – How will the testing be carried out: Approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; release acceptance; acceptance criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document Revision & History; and i) Approvals. 	The Customer	Closed

13.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (Release 1).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and <ul style="list-style-type: none"> iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer	Closed
14.	Updated RACI	<p>The updated RACI shall reflect additional Services and Deliverables identified for Release 1. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.</p>	The Customer	Closed

15.	Updated Release 1 Product Gap Analysis	<p>The updated Release 1 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 1).</p> <p>The Release 1 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Release 1 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 1 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in Release 1 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer	Closed
16.	Updated Release 1 System Test Plan (which may become renamed as ‘Release 1 Master Test Plan’)	<p>The updated Release 1 System Test Plan describes how the testing will be delivered for the Release 1 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer	Closed

17.	Updated Release 1 Requirements Traceability Matrix	<p>The updated Release 1 Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (Release 1). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Release 1 Requirements Traceability Matrix updated for Release 1 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer	Closed
18.	Updated Technology Environment Management Strategy	<p>The updated Technology Environment Management Strategy will reflect the lessons learnt during Release 1, as well as any revision in the approach to environment management agreed between the Parties during the Build Phase.</p> <p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) booking and reserving test systems; b) tracking environment changes; c) Managing environment contention; d) code/defect management (code promotion processes); e) environment scheduling; f) configuration tracking; g) data management (extracts, transforms loads); and h) managing interdependent projects. 	The Customer	Closed

6.5. Build Phase (Release 2) Deliverables

- 6.5.1. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (Release 2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver	Status as at the date of CR5
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1.	Updated ROC Technology Vendor Communications Plan	The Updated ROC Technology Vendor Communications Plan will reflect lessons learnt during Release 2, as well as revision in the approach to Project communications agreed between the Parties during the Build Phase (Release 2).	The Customer	Closed
2.	Updated Project Management Plan (UPMP)	<p>The Project Management Plan developed during the Detailed Design Phase may (if required) be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document should include any changes to the project management approach taken during the Detailed Design (Release 2) Phase.</p> <p>The Updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) Project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer	Closed
3.	Updated RACI	The Updated RACI details the Deliverables and respective obligations of the Contractor, the Key Contractor and the Customer.	The Customer	Closed

4.	Updated Release 2 Master Test Plan	<p>The Updated Release 2 Master Test Plan describes how the testing will be delivered for the Release 2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer	Closed
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For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Deliverable	Description	Approver
1.	Interface Design Specification - one per Interface	<p>This detailed technical specification will describe the details relevant to the build such as:</p> <ul style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	N/A

2.	Updated Release 2 Architecture Specification	<p>The Updated Release 2 Architecture Specification must describe the Release 2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements.</p> <p>The document will (where required) expand on the Detailed Design and should contain the following:</p> <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies. 	N/A
3.	Updated Release 2 Functional Specification	<p>The Release 2 Functional Specification developed during the Detailed Design (Release 2) Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document defines the system's required capabilities, appearance and interaction with users. The functional specification will be used to validate that the solution for Release 2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ol style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	N/A

4.	Updated Release 2 Non-Functional Design	<p>The Release 2 Non-Functional Design developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>The Updated Release 2 Non-Functional Design specifies the non-functional requirements including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	N/A
5.	Updated Release 2 Integration Specification	<p>The Release 2 Integration Specification developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document describes the high level integration points between the APIS CIMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase.</p> <p>The following subjects are included in the Release 2 Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 2 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications.</p> <p>The detailed interface specification for each interface to be created by the Contractor during the Build Phase (Release 2) will describe the relevant Acceptance Criteria for each interface.</p>	N/A
6.	Updated Release 2 Data Management Plan	The Updated Release 2 Data Management Plan will reflect the design of the “as built” system developed during the Build Phase (Release 2).	N/A
7.	Updated Release 2 Data Technical Analysis Outputs (DTAO)	The Updated Data Technical Analysis Output (DTAO) will reflect the “as built” system as defined during the Build Phase (Release 2).	N/A

8.	<p>Updated Technology Implementation Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The Implementation Strategy document developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document must reflect the final agreed approach to implement the ROC Release 2 solution.</p> <p>The Updated Technology Implementation Strategy will include:</p> <ul style="list-style-type: none"> a) Personnel & organisation; b) implementation approach, including: <ul style="list-style-type: none"> i.releases; ii.system verification and validation; iii.system change management; iv.release & deployment management; and v.change implementation. c) summary of impacted system components; d) preliminary requirements for 'go-live'; e) implementation plan (start criteria, phases, timelines, critical path milestones; f) verification instructions; g) roll back plan; h) post implementation support; i) post migration activities; and j) steps required to initiate/install a new system/process/function or decommissioning an old system/process/function. 	N/A
9.	<p>Updated Release 2 Technology Implementation Plan</p>	<p>The Updated Release 2 Technology Implementation Plan will be developed and agreed by the Parties based on the Draft Technology Implementation Plan developed during Detailed Design (Release 2) Phase. The plan will outline the planned approach for the roll out of the relevant components for Release 2.</p> <p>The final version of the Release 2 Technology Implementation Plan will be developed during the Build Phase and provide a detailed plan and schedule of activities to deploy the system into the relevant environment. It must address training, development of, and installation of the APIS CIMS into the Environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version must be provided at least 40 Business Days prior to the anticipated deployment date for Release 2.</p>	N/A

10.	<p>Updated ROC Technology Test Strategy (Note: This deliverable will only be updated on an exceptions basis in the build phase.)</p>	<p>The ROC Technology Test Strategy developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2). This document is the program test framework aligned for Release 2 and subsequent ROC releases. The test strategy will include:</p> <ul style="list-style-type: none"> a) Introduction – Describing the purpose and objectives of the testing; b) Scope – What will be tested and what will not be tested; product risk analysis and traceability, assumptions, test risks and constraints; c) Approach – How will the testing be carried out: approach, test phases; test deliverables (plans, specifications, reports); releases; d) Environment(s) – Test environment strategy including where each testing phase will take place, environment management, release management; e) Test Management and Measurement – Describes how the testing will be managed and measured: what metrics to collect; Release acceptance; Acceptance Criteria; defect management, test reporting, completion criteria; f) Roles and Responsibilities – Who will do the work? What work will they do? (This may include a number of organisations); g) Schedule – list of tasks and effort assigned to staff (when will the work be done and what is the effort required); h) Document revision & history; and i) Approvals. 	N/A
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11.	Updated Release 2 Product Gap Analysis	<p>The Updated Release 2 Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (Release 2).</p> <p>The Release 2 Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the Build Phase (Release 2).</p> <p>This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Release 2 Product GAP Analysis specifies the gaps between the Requirements and the SAD for the CIMS in Release 2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	N/A
12.	Updated Release 2 Requirements Traceability Matrix	<p>The Updated Release 2 Requirements Traceability Matrix shows the status and decisions made regarding the Requirements.</p> <p>The Updated Release 2 Requirements Traceability Matrix must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/ capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into the creation of other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	N/A
13.	Updated Technology Environment Management Strategy	<p>The Updated Technology Environment Management Strategy details the process for managing end to end environments.</p> <p>This document contains processes for:</p> <ul style="list-style-type: none"> a) Booking and reserving test systems; b) Tracking environment changes; c) Managing environment contention; d) Code/Defect management (code promotion processes); e) Environment scheduling; f) Configuration tracking; g) Data Management (extracts, transforms loads); and h) Managing interdependent projects. 	N/A

6.6. Build Phase (R1-T2) Deliverables

6.6.1. Updates to Detailed Design Deliverables

- a) The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build (R1 – T2) Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (R1 – T2). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Interface Design Specification per Interface	The detailed technical specification will describe the details relevant to the build such as: <ol style="list-style-type: none"> a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats. 	The Customer
2.	Updated Architecture Specification	The Updated Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It must describe the R1 – T2 solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: <ol style="list-style-type: none"> 1. Introduction: <ol style="list-style-type: none"> a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: <ol style="list-style-type: none"> a) high level conceptual overview; b) level 2 business processes; c) application usage view; d) system integration view; e) application structure view; f) information architecture (including reference data requirements); g) infrastructure usage view; h) implementation and deployment view; and i) manual integration. 3. Rationale and justification for detailed design architectural approach: <ol style="list-style-type: none"> h) rationale; i) architecture risks; j) architecture issues; k) architecture constraints; l) architecture assumptions; m) architecture decisions; and n) architecture dependencies. 	The Customer

3.	Updated Functional Specification	<p>The Updated Functional Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2) incorporating REM. It defines the system’s required capabilities, appearance and interaction with users. The Updated Functional Specification will be used to validate that the solution for R1 – T2 meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4.	Updated Non-Functional Design	<p>The updated Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It must be updated to reflect any findings by the Contractor during the Build Phase (R1 – T2).</p> <p>The Updated Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer

5.	Updated Integration Specification	<p>The updated Integration Specification will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (R1 – T2).</p> <p>The following subjects are included in the Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Release 1 Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (R1 – T2) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated Data Technical Analysis Outputs (DTAO)	The updated Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (R1 – T2).	The Customer
7.	Master Test Objective Matrix	MTOM demonstrates that all requirements have been covered by a test phase	The Customer
8.	Updated Technology Implementation Plan	<p>The Updated Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for R1 – T2.</p> <p>The final version of the Technology Implementation Plan will be developed during the Build Phase (R1 – T2) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for R1 – T2.</p>	The Customer

9.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (R1 – T2).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
10.	RACI	The updated RACI shall reflect additional Services and Deliverables identified for R1 – T2. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer
11.	Updated Product Gap Analysis	<p>The updated Product GAP Analysis will reflect the design of the “as built” system developed during the Build Phase (R1 – T2).</p> <p>The Product GAP Analysis developed during the Detailed Design Phase must be updated to reflect any findings by the Contractor during the R1 – T2 Build Phase. This document shall be based on the Requirements and will reflect the findings by the Contractor or Key Contractor (as applicable).</p> <p>The Updated Product GAP Analysis specifies the gaps between the Requirements and the SAD for the REM IMS in R1 – T2 and is designed to:</p> <ul style="list-style-type: none"> a) track the functional gaps for the application; b) show traceability to the resolving application enhancements; c) show traceability to the resolving business workarounds; and d) if required, identify any gaps that will not be resolved, and present a forecast of the impact to the Customer’s business. 	The Customer

12.	Updated Master Test Plan	<p>The updated System Test Plan describes how the testing will be delivered for the R1 – T2 Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer
13.	Updated Requirements Traceability Matrix	<p>The updated Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (R1 – T2). The Requirements Traceability Matrix for Release 1 shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Requirements Traceability Matrix updated for R1 – T2 must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
14.	Updated TIBCO Interface Design Specification	The Updated Interface Design Specification document incorporating the information relevant to the build	The Customer
15.	Handover to Support Plan	Handover to Support Plan will be updated with the relevant details of the build	The Customer
16.	Release Implementation Review Report	<p>The Release Implementation Review Report is a document outlining:</p> <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) Follow-up actions. 	The Customer

6.7. Build Phase (IMS Remediation) Deliverables

6.7.1. The following Deliverables that were previously provided by the Contractor shall be updated, if required, during the Build (IMS Remediation) Phase to reflect, alternative approaches to the build, or delivery of the Services, or technological issues not contemplated during the High Level Solution Design Phase and/or the Detailed Design Phase.

6.7.2. The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Build Phase (IMS Remediation). Approval of each Deliverable is by the Customer.

#	Deliverable	Description	Approver
Technology Deliverables			
1.	Interface Design Specification per Interface (If required)	The detailed technical specification will describe the details relevant to the build such as: a) interfacing protocols; b) source data formats; c) sample data set; d) target data formats; and e) data mappings between formats.	The Customer
2.	Updated Architecture Specification (if required)	The Updated Release 1 Architecture Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It must describe the IMS Remediation solution, including systems, platforms and technology required to deliver the functional and non-functional requirements. The document will (where required) expand on the Detailed Design and should contain the following: 1. Introduction: a) document overview; b) document inputs; and c) phase scope. 2. Systems architecture: j) high level conceptual overview; k) level 2 business processes; l) application usage view; m) system integration view; n) application structure view; o) information architecture (including reference data requirements); p) infrastructure usage view; q) implementation and deployment view; and r) manual integration. 3. Rationale and justification for detailed design architectural approach: a) rationale; b) architecture risks; c) architecture issues; d) architecture constraints; e) architecture assumptions; f) architecture decisions; and g) architecture dependencies.	The Customer

3.	Updated Functional Specification (if required)	<p>The Updated Functional Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation), incorporating REM. It defines the system's required capabilities, appearance and interaction with users. The Updated Functional Specification will be used to validate that the solution for IMS Remediation meets the Requirements.</p> <p>Functional specifications relate to the following:</p> <ul style="list-style-type: none"> a) function involving user interaction and the user interface; b) function which is unattended processing such as batch processing; and c) mapping between business requirements/capabilities and functional requirements for the different products. 	The Customer
4.	Updated Non-Functional Design (If Required)	<p>The updated Non-Functional Design will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It must be updated to reflect any findings by the Contractor during the Build Phase (IMS Remediation).</p> <p>The Updated Non-Functional Design specifies the non-functional requirements for the system including, at a minimum:</p> <ul style="list-style-type: none"> a) auditability; b) availability; c) interoperability; d) maintainability; e) manageability; f) performance; g) portability; h) reliability; i) reporting; j) scalability; k) security; and l) usability. 	The Customer

5.	Updated Integration Specification (if required)	<p>The updated Integration Specification will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). It describes the high level integration points between the REM IMS and other systems. A detailed interface specification for each interface will be created by the Contractor during the Build Phase (IMS Remediation).</p> <p>The following subjects are included in the Integration Specification, one entry for each integration service:</p> <ul style="list-style-type: none"> a) high level data flows between applications to support the business processes; b) data objects required by consumer – request; c) data objects available from consumer – response; and d) data object transformations required. <p>The Updated Integration Specification will not be used to describe the Acceptance Criteria for interfaces and integration points with legacy and new applications. The detailed interface specification for each interface to be created by the Contractor during the Build Phase (IMS Remediation) will describe the relevant Acceptance Criteria for each interface.</p>	The Customer
6.	Updated Data Technical Analysis Outputs (DTAO) (If Required)	The updated Data Technical Analysis Output (DTAO) will reflect the “as built” System as defined during the Build Phase (IMS Remediation).	The Customer
7.	Updated Master Test Objective Matrix	MTOM demonstrates that all requirements have been covered by a test phase	The Customer
8.	Updated Technology Implementation Plan	<p>The Updated Technology Implementation Plan will be developed and agreed by the Parties. The plan will outline the planned approach for the roll out of the relevant components for IMS Remediation.</p> <p>The final version of the Technology Implementation Plan will be developed during the Build Phase (IMS Remediation) and provide a detailed plan and schedule of activities to deploy the Solution into the relevant environment (as set out in the TEMS). It must address training, development of, and installation of the REM IMS into the relevant environment, cutover and roll back (from the technology perspective).</p> <p>Note: The final version of this Deliverable must be provided to the Customer at least 40 Business Days prior to the anticipated deployment date for Release 1.</p>	The Customer

9.	Updated Project Management Plan (UPMP)	<p>The Updated Project Management Plan will reflect lessons learnt during Release 1, as well as any revision in the approach to project management agreed between the Parties during the Build Phase (IMS Remediation).</p> <p>The updated Project Management Plan must specify, as a minimum, the following:</p> <ul style="list-style-type: none"> a) current project status; b) project overview; c) scope & deliverables; d) solution approach, including: <ul style="list-style-type: none"> i.architecture & phase approach; ii.organisation change management; and iii.delivery approach. e) budget & schedule; f) dependencies; g) roles & responsibilities; h) Project control; i) quality management; j) work breakdown structure (WBS); and k) key risks & issues. 	The Customer
10.	Updated RACI	The updated RACI shall reflect additional Services and Deliverables identified for IMS Remediation. The RACI details the Deliverables and respective obligations of the Contractor, Key Contractors and the Customer.	The Customer
11.	Updated System Test Plan (which may become renamed as 'IMS Remediation Master Test Plan')	<p>The updated System Test Plan describes how the testing will be delivered for the IMS Remediation Test Phase and must include:</p> <ul style="list-style-type: none"> a) test plan identifier; b) references; c) introduction; d) test objectives; e) test items; f) software risk issues; g) features to be tested and traceability; h) features not to be tested and reasons; i) approach including the use of stubs, simulators etc; j) item pass/fail criteria (if different from strategy); k) suspension criteria and resumption requirements (if different from strategy); l) test deliverables; m) environmental needs; n) staffing and training needs (if different from strategy); o) responsibilities; p) schedule of tasks and assigned staff; q) planning risks and contingencies; r) approvals; and s) glossary. 	The Customer

12.	Updated Requirements Traceability Matrix (If required)	<p>The updated Requirements Traceability Matrix will reflect the design of the “as built” system developed during the Build Phase (IMS Remediation). The Requirements Traceability Matrix for IMS Remediation shows the status and decisions made regarding the business requirements/capabilities.</p> <p>The Updated Requirements Traceability Matrix updated for IMS Remediation must include the following:</p> <ul style="list-style-type: none"> a) an outline of the business requirements/capabilities; and b) an outline of the relationship between the business requirements/capabilities, functional requirements and test cases. <p>Extracts of this information will be used as input into updates to other Deliverables such as the Functional Specifications, Product Gap Analysis, Integration Specifications, etc.</p>	The Customer
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6.8. Exit Criteria

The Exit Criteria for each of the Build Phase (Release 1), Build Phase (Release 2), Build Phase (R1-T2) and Build Phase (IMS Remediation) are, as indicated:

#	Criteria	Description	Related Release
1.	Environment	For each environment type (as described in the TEMS), the Customer has provisioned and set up the necessary environment to enable the relevant tests to commence.	Release 1 Release 1 - T2 and IMS Remediation only
2.	Licensed Software	The relevant Key Contractor has delivered the Licensed Software to the Customer accompanied by the Test Summary Report.	Release 1 Release 1 - T2 and IMS Remediation only
3.	COTS installation	The Key Contractor has installed the Licensed Software in the relevant Customer Environment for SAT (as described in the TEMS).	Release 1 Release 1 - T2 and IMS Remediation only
4.	Testing Criteria	The Parties have developed the testing plans and criteria relevant for the Test Phase.	Release 1 Release 2 Release 1 - T2 and IMS Remediation
5.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Build Phase and, to the extent that it is responsible, the Data Management Phase.	Release 1 Release 2 Release 1 - T2 and IMS Remediation
6.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.	Release 1 Release 1 - T2 and IMS Remediation only
7.	Data Base	The relevant Key Contractor has populated the Database with sufficient data to enable testing to commence (as	Release 1 Release 1 - T2 and

#	Criteria	Description	Related Release
		determined by the Technology Test Strategy).	IMS Remediation only

7. Data Management Phase (Release 1, Release 2)

7.1. Overview

7.1.1. The Parties acknowledge the importance of accurate and properly configured data to ensure the system for each Release achieves full functionality and performance. To give effect to this requirement the Contractor shall provide all reasonable assistance to enable the Key Contractors and Customer to undertake the following activities.

7.1.2. The purpose of the Data Management Phase is to:

- a) identify data elements and screen display elements for each Release, taking into account any pre-requisite data imports; and
- b) configure the Applications to fulfil the requirements specified in the Requirements.

7.1.3. In addition to section 3.1, the Customer is responsible for confirming the “sources of truth” for each of the data elements required for the system.

7.1.4. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed; and
- b) all Deliverables that it is obliged to supply are supplied and are approved by the Customer (or its nominee) on or before the relevant date(s) specified in the Project Schedule.

7.1.5. The Release 1 Data Management Phase services run concurrent to the Build Phase (Release 1) and commenced during the Interim Implementation (Release 1) Phase of this Customer Contract under Module 7 on a time and materials basis.

- a) A full description of all work to be undertaken in respect of the Data Management Phase is set out in the Module 7 Order Form (including in the statements of work attached to that Module 7);
- b) ROC R1 Data Profiling Activity – Proposal for the Customer version 5.0 dated 19 January 2016 (Data Profiling SOW); and ROC REM Data Configuration Stage –
- c) Proposal for Sydney Trains version 3.0 dated 29 January 2016 (Data Configuration SOW),

the “Data SOWs”.

7.1.6. The Contractor must undertake and complete all Services and Deliverables set out in the Data SOWs as described in the Module 7 Order Form, in conjunction with the Key Contractor and the Customer.

7.1.7. Additional data analysis may be required for Release 2.

7.2. Entry Criteria

7.2.1. The Entry Criteria for the Data Management Phase are specified in the table below. In relation to Release 1 Data Management Phase, as at the date of Change Request 5, these Entry Criteria have been satisfied.

#	Criterion	Description
1.	Data Profiling	a) The Customer has established the data profiling team consisting of the Customer’s and Contractor’s personnel to identify sources of data within the Customer Environment to enable IMS to achieve the Requirements (Data Profiling Team); and b) To the extent practicable, the Customer’s data repositories have been identified by the Customer and access granted to the Data Profiling Team.
2.	Configuration Requirements	The Customer has established a data configuration team consisting of the Customer’s, Key Contractor’s and Contractor’s personnel to configure the data compiled by the Data Profiling Team in order to ensure the data is in a format compatible with REM IMS to commence the configuration (Data Configuration Team).

7.3. Release 1 Data Management Phase Services

7.3.1. Release 1 Data Management Services

As described in the Module 7 Order Form (including the Data SOWs).

7.4. Release 2 Data Management Phase Services

7.4.1. Release 2 Data Management Services

There are currently no Release 2 Data Management Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Management Services for Release 2 on a time and materials basis under Module 7.

7.4.2. Release 2 Data Profiling Services

There are currently no Release 2 Data Profiling Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Profiling Services for Release 2 on a time and materials basis under Module 7.

7.4.3. Release 2 Data Configuration Services

There are currently no Release 2 Data Configuration Services defined, however the Customer can, at its discretion engage the Contractor to provide Data Configuration Services for Release 2 on a time and materials basis under Module 7.

7.5. Release 1 Data Management Phase Deliverables

7.5.1. Release 1 Data Management Phase Deliverables

As described in the Module 7 Order Form (including the Data SOWs).

7.6. Exit Criteria

7.6.1. Exit Criteria for the Data Management Phase of each Release are specified in the table below. In relation to Release 1 and Release 2 Data Management Phase, as at the date of Change Request 5, these Exit Criteria have been satisfied:

#	Criterion	Description
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1.	Acceptance of Deliverables	The Customer has accepted the Deliverables relevant for the Data Management Phase.
2.	Configuration	The Licensed Software has been configured to the extent required by the Customer to enable the Parties to enter SAT, based on the Requirements.
3.	Database	The Contractor has populated the database with sufficient data to enable testing to commence.

8. Testing Phase (Release 1, Release 2, Release 1 – T2 and IMS Remediation)

8.1. Overview

The Parties acknowledge the importance of Testing to ensure the System achieves full functionality and performance.

8.1.1. The purpose of the Testing Phase is to validate each Release to ensure the Requirements have been satisfied and that the solution for each Release is ready for release to the Customer and use on the Customer’s network.

8.1.2. In addition to section 3.1, the Customer is responsible for governance activities for all Testing related to each Release, including:

- a) management of third party suppliers (other than the Key Contractors);
- b) dispute resolution; and
- c) liaison with the test teams from other Customer programs/projects (as required).

8.1.3. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply under the Testing Phase are supplied and completed;
- b) it will work collaboratively with the Key Contractors to deliver the Services and Deliverables;
- c) the Contractor witnesses that the Licensed Software has been successfully tested in the Customer’s relevant environment for SAT;
- d) it provides appropriately skilled resources to assist the Customer during all other Test Phases contemplated in this section 8; and
- e) all Deliverables that it is obliged to supply under the Testing Phase are accepted by the Customer, on or before the relevant date(s) specified in the Project Schedule.

8.2. Entry Criteria

The Entry Criteria for each testing phase within the Testing Phase is specified in the table below (each a **Test Phase**).

#	Criterion	Description
1.	Acceptance of Detailed Design	The Detailed Design Documents have been completed and a Detailed Design Phase Deliverables have been accepted by the Customer.
2.	Relevant environment is ready for testing	Acknowledgement by the relevant Key Contractor regarding the installation, configuration and data preparation of the relevant environment.
3.	Development of agreed criteria	a) Artefacts on which test planning and preparation are dependent upon have been approved, e.g. Requirements and Detailed Design

	<p>for Testing Phase to commence</p>	<p>Documents;</p> <ul style="list-style-type: none"> b) Test planning and preparation artefacts have been approved and/or accepted by the Customer, e.g. Test Strategy, relevant DTP, relevant TOM, relevant test cases/scripts; c) Approved test cases have been loaded into the test management tool and testers have been granted the required level of access to the test management tool (HP ALM); d) Formal defect management and reporting process is established; e) Availability of Contractor, Customer and Key Contractor resources (as applicable) required to execute testing has been confirmed; f) Availability of Contractor and Key Contractor resources required to analyse and resolve Defects has been confirmed; g) Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known Defects and workarounds; h) Correct version(s) of deployment package(s) have been deployed to the test environment(s); i) Test environments are available and in a fit state as confirmed by shakedown testing; j) Correct test environment access and credentials have been granted to testers; k) the Parties agree that test data of sufficient quality, quantity and diversity to enable testing is available (as required by the Technology Test Strategy); and l) Previous Testing Phase exit criteria have been met and where applicable the Test Summary Report (TSR) has been reviewed and approved by the Customer.
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8.3. Testing definitions

The following terms have the following meanings relating to this section 8 (Testing Phase):

Term	Definition
Detailed Test Plan	<p>The Detailed Test Plan ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that the System will support the Requirements.</p>
Master Test Plan	<p>The document is an outcome of the planning process ensuring necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for each Release in order to develop an adequate assessment of quality for the ROC Technology Solution for a single production release.</p> <p>It is a plan of how end to end test activities will be delivered for each Release and how these are going to provide objective evidence that the Release 1 or Release 2 solution will support the Requirements.</p>
System Test Plan	<p>The System Test Plan is an outcome of the planning process during the Build Phase. It ensures necessary scope, resourcing, approach, schedule and environment items are correctly identified and communicated in the required detail for a Test Phase.</p> <p>It is a plan of how the test activities are going to provide objective evidence that each Release will support the Customer's Requirements.</p>

Test Cases	A set of input values, execution preconditions, expected results and execution post-conditions, developed for a particular objective or test condition, such as to exercise a particular program path or to verify compliance with a specific requirement. The purpose of the test cases is to state how the testing will be implemented during testing and are based on the Test Objective Matrix (TOM).
Test Management Services	Test management for the in scope technology components and the in scope test phase will include; test scheduling, test planning, test execution management, defect management, test risk and issue management, and test reporting.
Test Objective Matrix (TOM)	The TOM is a table demonstrating proposed test coverage for the relevant Testing Phase. Test objectives state what is to be tested and are derived from the Requirements and will depend on the scope of the Testing Phase.
Test Summary Report (TSR)	The Test Summary Report provides a summary and evaluation of the relevant Testing Phase on objective data and a recommendation to move to the next stage or to execute further tests based on results. In general the Test Summary Report must contain, but is not limited to: <ul style="list-style-type: none"> a) executive summary; b) test coverage results: <ul style="list-style-type: none"> i. tests planned; ii. tests planned and not run; iii. deviations from the plan; and iv. tests executed and results; and c) Defect summary plus impact analysis of open Defects;
Test Execution Support	Provide Test Execution Support.

8.4. Defect Severity Definitions

- 8.4.1. The Defect Severity Definitions are set out in the *ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)* document described in Appendix H Testing Baseline of this PIPP.

8.5. Testing Services

- 8.5.1. The Contractor must supply the following Services as part of the Testing Phase for each Release as set out below where there is a related Deliverable.

Each Test Phase listed below is further described in the ROC Technology Test Strategy.

1. #	Test Phase	Service Description
1.	Unit / System Testing Phase for TIBCO and other interfaces	a) Test Planning; b) Test Execution; and c) Test Reporting.
2.	SAT Test Phase, Key Contractor COTS product	The Contractor will witness the execution of SAT by the relevant Key Contractor.
3.	SIT Test Phase	a) Test Planning; b) Test Execution; and c) Test Reporting.
4.	Load and Performance Test Phase	a) Test Planning; b) Test Execution; and c) Test Reporting.

1. #	Test Phase	Service Description
5.	Operational Acceptance Test Phase (OAT)	Test Execution Support. Note: Prior to the commencement of OAT, it will be confirmed which party will be undertaking the OAT. The Customer's application portfolio development team and possibly Customer hardware vendors may execute the testing.
6.	Security Test Phase (including security and penetration testing)	Test Execution Support. Note: The Customer will manage and execute this Test Phase.
7.	UAT (Project) Test phase	a) Test Planning; b) Test Execution; and c) Test Reporting.
8.	UAT (Business) Test phase (R1-T2 and IMS Remediation only)	a) Test Planning; b) Test Execution; and c) Test Reporting.
9.	Cross Stream Testing (Note: Key Contractor and Contractor input is to be determined as this is a Customer responsibility).	Test Execution Support. These services will be limited to: - Assisting with functional defect triage - Retesting corrected defects in lower level test environments - attending defect management meetings (nominally daily) Note: The Customer will execute the Cross Stream testing, however the Customer can, at its discretion engage the Contractor to provide additional Test Services for Cross Stream Testing under Module 7.
10.	ERM Regression Testing (R1-T2 and IMS Remediation only)	a) Test Planning; and b) Test Reporting.
11.	Defect Management (R1-T2 and IMS Remediation only)	Co-ordinate Defect Management a) daily test status meetings b) test phase gate meetings (entry and exit)
12.	Test Management (R1-T2 and IMS Remediation only)	a) Accountable for the end-to-end Test Management Delivery and responsible for testing the COTs and TIBCO applications b) Input to SOW and engagement process of 3rd party vendors c) working with vendors to ensure pre-requisites to testing are listed and provisioned/enabled d) Co-ordinate and schedule environments with 3rd party vendors, timing and execution. e) Reviewing reports and recommendations f) Supporting 3rd party during testing

8.6. Release 1 Testing Deliverables

8.6.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver	Status as at the date of CR5
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer	Closed
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer	Closed
5.	UAT Test Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test reporting; and c) Test Reporting Summary.	The Customer	Closed
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer	Closed

8.7. Release 2 Testing Deliverables

8.7.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix F for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable;
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver	Status as at the date of CR5
1.	Unit Testing / System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer	Closed
2.	SIT Test Phase	a) Detailed Test Plan;	The Customer	Closed

8.7.2. For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Test Phase	Deliverable Description	Approver
1.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	N/A
2.	SIT Test Phase	a) Not used; b) Test Objective Matrix; c) Test cases; d) Test Reporting; and e) Test Summary Report.	N/A
3.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	N/A
4.	User Acceptance Testing Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	N/A
5.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Summary Report.	N/A
6.	Operational Acceptance Training (OAT)	a) Test Summary Report.	N/A

8.8. Release 1-T2 Testing Deliverables

8.8.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for Release 1-T2. The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
1.	System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
2.	SAT Test Phase, COTS Base Product	a) Test Reporting; and b) Test Summary Report.	The Customer
3.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
4.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer
5.	UAT Test Phase (Business and Program)	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
6.	Enterprise Release Management (ERM) Regression	a) Test Objective Matrix; b) Test Reporting; and c) Test Reporting Summary.	The Customer
7.	Operational Acceptance Training (OAT)	a) Test Summary Report.	The Customer
8.	Security Testing	Test Recommendation Report The Test Recommendation Report provides the SI assessment of the security testing results and relevant recommendation that may be required to act upon and needed to be implemented by the Customer.	The Customer

8.9. IMS Remediation Testing Deliverables

8.9.1. The Contractor is responsible for the following Deliverables with appropriate input from the relevant Key Contractor (refer to Appendix B for allocation of accountabilities):

- a) Where the Key Contractor must contribute to a Deliverable specified in the table below, the Key Contractor must work with, contribute to and provide all reasonable assistance requested by the Contractor to complete the relevant Deliverable.
- b) The Contractor must, in collaboration with the Key Contractors, supply the following Deliverables as part of the Testing Phase for IMS Remediation (R1-T2 - Release 2A). The approval of each Deliverable will be the responsibility of the Customer.

#	Test Phase	Deliverable Description	Approver
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1.	System Testing Phase for TIBCO and other interfaces	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
2.	SIT Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Test Reporting; and e) Test Summary Report.	The Customer
3.	Load and Performance Test Phase	a) Detailed Test Plan; b) Test Objective Matrix; c) Test Cases; d) Work Load Matrix; e) Test Scripts; f) Test Reporting; and g) Test Summary Report.	The Customer

8.10. Exit Criteria

The Exit Criteria for each Test Phase is set out below:

Criteria	Description
Test Cases	All test cases have been executed for the relevant Test Phase and the outcome recorded in the Customer's test management tool (HP ALM). An explanation has been provided to the Customer for any test case which has not been executed by the Contractor.
Recording Defects	All Defects identified during the relevant Test Phase have been recorded in the Customer's defect management tool (HP ALM) and are available for review.
Severity 1 / Severity 2 Defects	No Severity 1 or Severity 2 Defects outstanding.
Severity 3 / Severity 4 Defects	An agreed action plan is in place to address outstanding Severity 3 and Severity 4 Defects, including target resolution time frame.
Defect Acceptance	The number of outstanding Severity 3 and Severity 4 Defects and the cumulative impact of these Defects on the relevant Application must be accepted by the Customer. If any Exit Criteria have not been met, the Test Phase will continue until all Exit Criteria have been met. Once all Exit Criteria for the relevant Test Phase have been met, the Contractor must produce a TSR to demonstrate the outcome of the Test Phase.
Defect Deviation	Any deviation from the agreed Exit Criteria for the relevant Test Phase must be approved by the Customer.

9. Release and Deployment Phase (Release 1, Release 2 & Release 1 – T2)

9.1. Overview

Release and Deployment encompasses the Services required to confirm the production and operations readiness of the solution for each Release to ensure secure, controlled deployment of the Releases to the relevant Customer Environment (as defined in the TEMS).

- 9.1.1. Prior to execution of CR7 the parties decided to consolidate the Services and Deliverables related to the Release and Deployment of IMS Remediation in to the Release and Deployment (Release 1-T2) phase.

For the avoidance of doubt all Release and Deployment (Release 1-T2) Services and Deliverables incorporate R1-T2 and IMS Remediation functionality and should be read as incorporating both R1-T2 and IMS Remediation.

- 9.1.2. The objectives for these Services are that:

- a) the system is deployed into the relevant test or production environment;
- b) deployments into the relevant Customer environments are managed so that any disruption to the environments that can be avoided is avoided, or where avoidance is not possible, kept to a minimum;
- c) deployments are managed in accordance with the Customer's Enterprise Release Framework and Change Management process; and
- d) all aspects of a Release, both technical and non-technical, are considered together through taking a holistic analysis of the Release.

- 9.1.3. The Customer is responsible for:

- a) liaising with the Customer's Enterprise Release Management team in respect of each Release and obtaining approval to deploy as part of the relevant ERM Release; and
- b) installation and deployment the relevant Release to the relevant Customer Environment (as defined in the TEMS).

- 9.1.4. The Contractor must ensure that:

- a) all of the Services that it is obliged to supply are supplied and completed;
- b) all Deliverables that it is obliged to supply are approved by the Customer (or its nominee), on or before the relevant date(s) specified in the Project Schedule;
- c) comply with the Customer's Enterprise Release Management Framework;
- d) work with the Customer to suggest improvements to the Customer's enterprise Release Management Framework and the Key Contractors delivery of Releases;
- e) provide all relevant items relating to the relevant Release for review and approval as required by the Customer's Enterprise Release Management Framework, including testing plans and associated entry and exit criteria for those tests;
- f) gain authorisation from the ROC Program for each Release prior to its implementation;
- g) provide all necessary data to enable the Customer to maintain a definitive media library for the integration services;
- h) provide the release package data to the Customer to enable management of the approved release libraries;
- i) coordinate the resolution of integration related issues for each Release with Key Contractors; and
- j) provide all reasonable assistance to the Customer to deploy all Releases, including back-outs if required.

9.2. Entry Criteria

9.2.1. The Entry Criteria for each of the Deployment Phase are specified in the table below:

#	Criteria	Description
1.	Licensed Software	The Licensed Software has been received by the Customer from the relevant Key Contractor.
2.	Documentation	The Key Contractor has provided details of the software and hardware configurations required to enable the Application to be tested in the relevant environments (as described in the TEMS).
3.	Environments	The Customer has set up the following environments in accordance with the Non Functional Specification and as described in the TEMS: <ul style="list-style-type: none"> a) Development; b) System Test; c) SIT; d) UAT; e) Pre-PROD; f) PROD; g) Training; and h) Disaster Recovery.

9.3. Release and Deployment Services

The Contractor will perform the Services described in the table below in respect of each Release :

#	Service	Description
1.	Handover to support Planning	Transition planning for handover to support to enable each Release to be deployed to the relevant Customer Environment (as defined in the TEMS) and confirms the ongoing post-implementation operability of the Release in the relevant Customer Environment (as defined in the TEMS).
2.	Release Implementation Planning	Planning for the activities related to release implementation and deployment to the relevant Customer Environment (as defined in the TEMS). This includes the packaging and delivery of Licensed Software for the relevant Release, as well as all the planning, scheduling and implementation activities to ensure that a Release can be implemented with the minimum negative effect on the relevant Customer Environment (as defined in the TEMS).
3.	Deployment Support	Support of the Customer in the deployment of each Release to the relevant Customer Environment (as defined in the TEMS).
4.	Technical Change Management	Deployment Change Management (via USD) <ul style="list-style-type: none"> - support raising and completion of required change requests (USD tickets) - support the Customer in establishing required environments and ensuring that ongoing environment specification requirements are identified - maintain an 'Environment Map' detailing versions of software in each environment.

9.4. Release and Deployment (Release 1) Deliverables

9.4.1. The Contractor shall provide the following Deliverables:

#	Deliverable	Description	Approver	Status as at the date of CR5
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	The Customer	Closed
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 1; b) lessons learnt; and c) follow-up actions. 	The Customer	Closed

9.5. Release and Deployment (Release 2) Deliverables

9.5.1. Pursuant to Change Request 5, there are no Release and Deployment (Release 2) Deliverables.

9.5.2. For clarity, the following Deliverables have been removed from the scope of this Customer Contract pursuant to Change Request 5 and the Contractor is not required to deliver these Deliverables:

#	Deliverable	Description	Approver
1.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) APIS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); i.details of Knowledge transfer session(s)r; ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to Program Maintenance. 	N/A

#	Deliverable	Description	Approver
2.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of Release 2; b) lessons learnt; and c) follow-up actions 	N/A

9.6. Release and Deployment (Release 1-T2) Deliverables

9.6.1. The Contractor shall provide the following Deliverables:

- a) (As per clause 9.1.1, the below Deliverables incorporate R1-T2 and IMS Remediation functionality and should be read as incorporating both R1-T2 and IMS Remediation.)

#	Deliverable	Description	Approver
1.	Release Implementation Review Report	The Release Implementation Review Report is a document outlining: <ul style="list-style-type: none"> a) the issues that occurred during the deployment of R1 – T2 including IMS Remediation; b) lessons learnt; and c) follow-up actions. 	The Customer
2.	Handover to Support Plan	The Handover to Support Plan is a document outlining: <ul style="list-style-type: none"> a) REM IMS and TIBCO artefacts required for handover to Program Maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i.details of Knowledge transfer session(s); ii.number and duration of knowledge transfer sessions; iii.outline of content; and iv.key dates b) High level description of the handover process to BAU Maintenance. 	The Customer

9.7. Exit Criteria

The Exit Criteria for each Release and Deployment Phase are as follows:

Criteria	Description
Deployment of Relevant Release	Technology Go Live for the Relevant Release has been achieved.

Post Implementation Verification Report	The Release Implementation Review Report has been provided to the Customer by the Contractor.
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10. Program Maintenance (Release 1 & Release 2)

10.1. Overview

- 10.1.1. Program Maintenance for Release 1 & (if required) Release 2 commences on Technology Go-Live for Release 1 and Release 2 and continues until Maintenance and Support commences.
- 10.1.2. The Customer's requirements for Program Maintenance for Release 1 are included in Module 5 Order Form and the SLA and the price for Program Maintenance for Release 1 is set out in section 17.
- 10.1.3. As at the time of executing Change Request 5, the Customer's requirements for Program Maintenance for Release 1 – Tranche 2 and Release 2 have yet to be determined.

11. Transition to Maintenance and Support Services

11.1. Overview

- 11.1.1. To the extent applicable and advised by Customer transition to Maintenance and Support is expected to happen at Technology Go-Live for each release.
- 11.1.2. Transition to Maintenance and Support completes the scope of the Build Phase of the System.
- 11.1.3. As at the Commencement Date, the Customer's requirements for Maintenance and Support services have yet to be determined.
- 11.1.4. The Maintenance and Support services (if required) shall be negotiated between the Parties during the Build Phase.

12. Training

Not used.

13. Environments (Release 1 & Release 2)

13.1. Overview

- 13.1.1. The purpose of the Environments (that is, the relevant Customer Environments as set out in the TEMS) management activities is to coordinate the provisioning of the Customer Environment detailed below, including: operating systems, software, user access and firewall rules.
- 13.1.2. The Customer is responsible for:

- a) the provisioning of the environments detailed below, including: operating systems, software, user access and firewall rules;
- b) setting up the environments based on the requirements provided by the Key Contractors in conjunction with the Contractor in accordance with the TEMS; and
- c) providing all necessary access to the Customer's third party vendors hosting the environments, as well as Customer Personnel based in Burwood.

13.1.3. The Contractor shall:

- a) in conjunction with the Key Contractors, provide the specification for the environments to ensure testing can occur and that each Release meets its Requirements;
- b) validate that the Requirements are met;
- c) coordinate access to the environments for Key Contractors and any third party suppliers (if required); and
- d) liaising with the Customer and identifying any issues, such as contention and performance of the environments.

14. Acceptance, Change Request and Assumptions

14.1. Acceptance

14.1.1. The Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule.

- a) The Contractor must liaise with the Customer and Key Contractors (as required) to ensure that all Deliverables are fit for purpose and meet the agreed Acceptance Criteria.

14.1.2. The deliverables to be provided by the Key Contractor to the Customer will be reviewed for accuracy and completeness in order to be accepted.

14.1.3. Deliverables will be reviewed by the Customer (or the Contractor acting as the Customer's nominee). Where the Contractor deems that a Deliverable is accurate, suitably provides the required information and/or detail and accords with the Additional Conditions, the Contractor will request the Customer's endorsement of that Deliverable. This endorsement will assist the System Integrator in finalising the acceptance of a Deliverable.

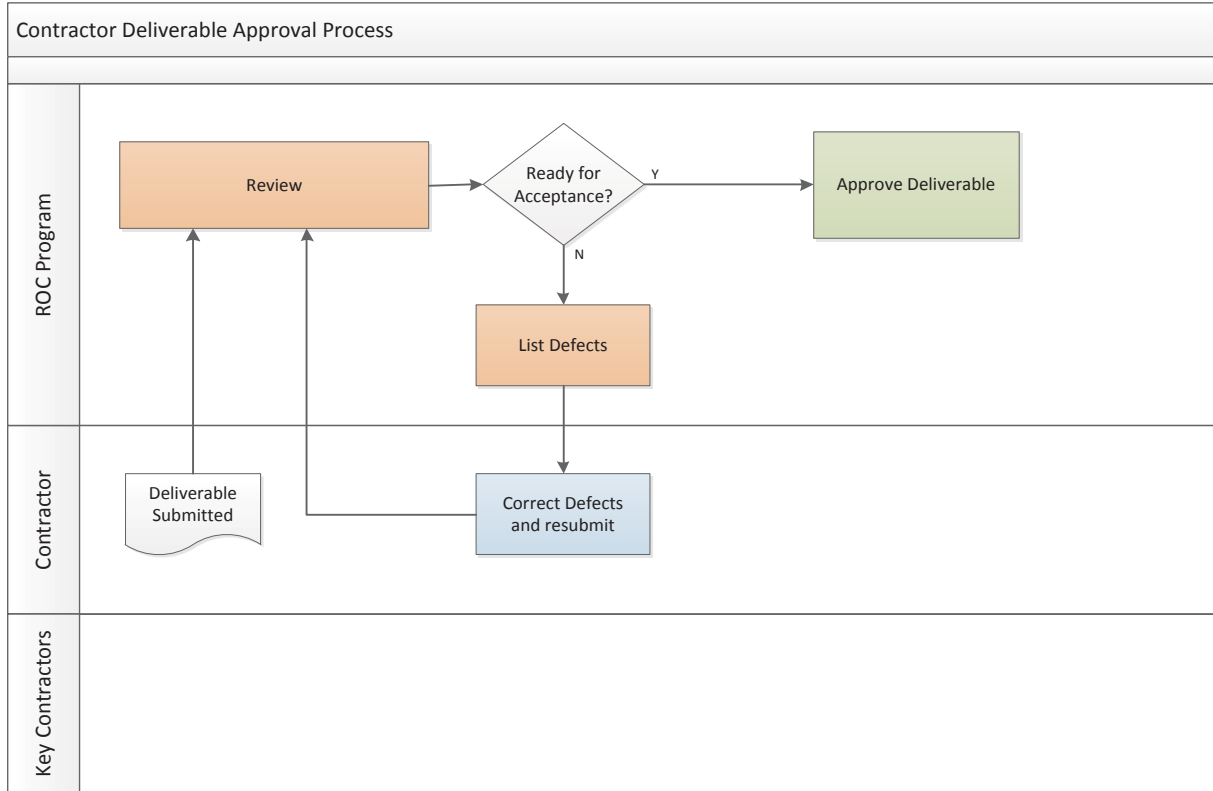
14.1.4. The following points are intended to clarify what approval/endorsement can be via email, or require a signature, see process swim-lane below for further detail:

- a) Milestone Acceptance Forms must be signed by the Contractor's Project Director and Customer's Program Manager.
- b) Deliverables must be endorsed by a Customer's delegate; notification by email of the endorsement is sufficient.
- c) Contractor Documents/Deliverables must be approved by a Customer's Program Delegate; email approval is sufficient.
- d) The Contractor will track the status of Deliverables submitted for approval / endorsement and provide a weekly tracking sheet as part of the project status report.
- e) The Customer will authorise a nominated delegate for each product area that will have the authority to endorse/approve submitted Deliverables.
- f) Upon each Deliverable submission, approval/endorsement is expected within the timeframes stipulated in the Additional Conditions or such other time as may be agreed between the Parties. A request for approval/endorsement extension of a Deliverable may be requested by the Customer to the Contractor in exceptional circumstances.
- g) Deliverables not approved/endorsed by the Customer (as applicable) will be returned to the Contractor with a list of defects (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval/endorsement by the Customer (as applicable).

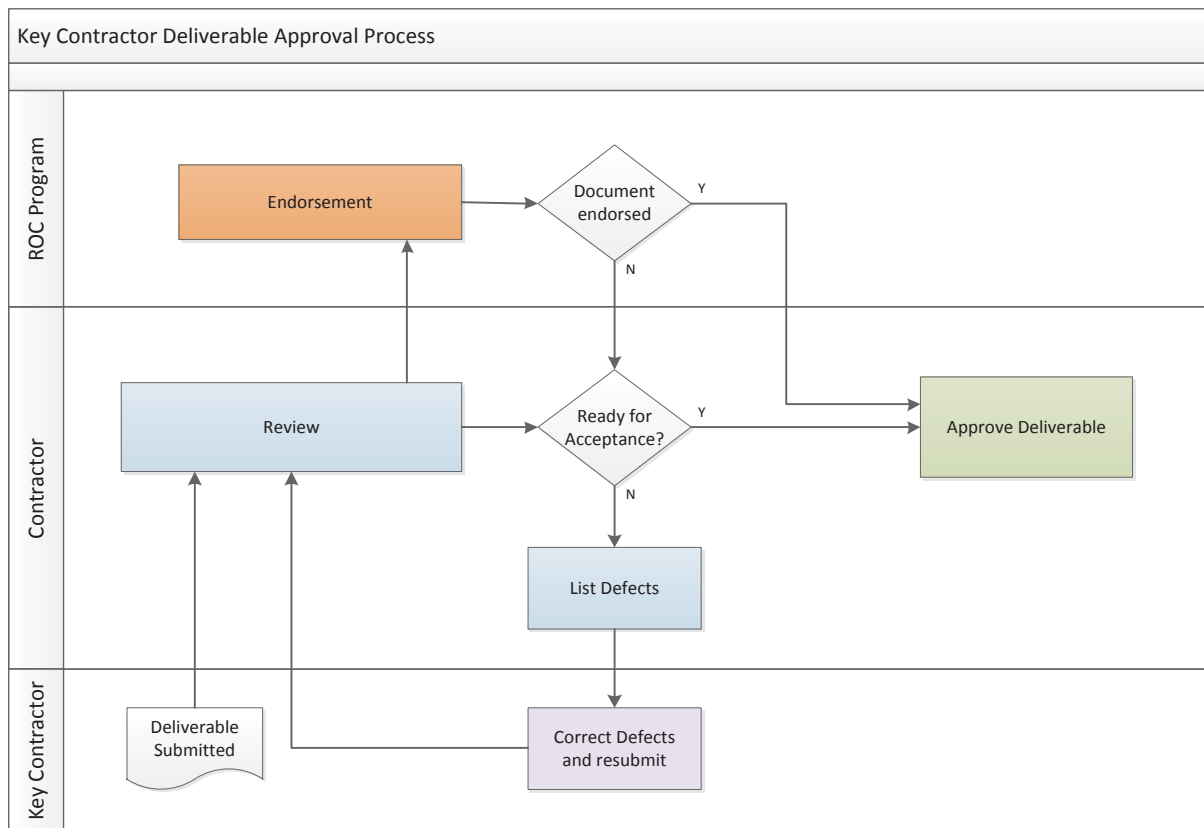
- h) The re-submission consists of rectified Defects only and must be clearly identified as such.
- i) The Deliverable is considered approved once the Defects have been rectified and accepted.

14.1.5. The approval process flow is identified in the following diagram:

Contractor Deliverables:



Key Contractor Deliverables:



14.1.6. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

14.1.7. The Contractor must ensure that the system described in the Detailed Design Documents:

- a) accurately and comprehensively identifies and records all the Deliverables for the Detailed Design Phase;
- b) if implemented, meets the Requirements and allows the Customer to achieve the ROC Technology Solution Objectives; and
- c) does not negatively impact the performance or functionality of any part of the Customer Environment, including the Customer’s current solution.

14.1.8. Subject to section 14.1.7, the Customer (or its nominee) must review a Deliverable submitted during the Customer Contract in accordance with the Additional Conditions.

14.1.9. For the purposes of the Customer Contract the ‘Contract Specifications’ for the Solution will be the Requirements.

14.1.10. The Contractor agrees that any review, comment, approval, endorsement or election or failure to review, comment, approve, endorse or elect on the part of the Customer (or its nominee) under the Customer Contract:

- a) does not limit or affect the Services or Deliverables under this Customer Contract, including in respect of the Detailed Design;
- b) does not limit or affect the provision of the Contractor warranties or indemnities;
- c) does not constitute any expressed or implied representation, election, waiver or acquiescence on the part of the Customer;

- d) does not constitute deemed approval by the Customer to any amendment or Change Request to the Services or Deliverables; and
- e) does not constitute grounds for an automatic extension of time or automatic adjustment to any payments.

14.2. Change Request

14.2.1. If:

- a) during the term of the Customer Contract the Contractor identifies that the Customer's requirements for the Solution have materially changed from the Requirements (**Requirements Variation**); and
- b) that Requirements Variation changes the manner in which the Contractor is required to perform its obligations under this PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

the Contractor is entitled to give the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

14.2.2. If:

- a) the Contractor is entitled to give the Customer a Change Request under section 14.2.1; and
- b) the Contractor does not give the Customer that Change Request at the same time that the Contractor submits a Deliverable,

the Contractor will not be entitled to give the Customer a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

14.3. Summary Table of Deliverables

(Note:all timeframes regarding the provision of Deliverables will be agreed during the Detailed Design Phase and the Build Phase and documented in the draft Project Schedule)

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Release 1 Detailed Design Technology Deliverables				
WBS 1	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 2	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 3	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 4	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 5	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 6	Project Communication Plan for Release 1	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 7	Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 8	Release 1 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 9	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 10	Release 1 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 11	Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 12	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 13	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 14	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 15	Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 16	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 17	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Detailed Design Transformation and Change Deliverables				
WBS 18	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 19	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 20	Change Impact Analysis (Release 1)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 21	Release 1 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Technology Deliverables				
WBS 22	Updated High Level Solution design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 23	Release 2 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 24	Release 2 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 25	Release 2 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 26	Release 2 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 27	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 28	Release 2 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 29	Release 2 Data Technical Analysis Outputs (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 30	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 31	Release 2 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 32	ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 33	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 34	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 35	Release 2 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 36	Release 2 Master Test Plan Draft (Draft to be finalised in Release 2 Build)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 37	Updated Release 2 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 38	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Detailed Design Transformation and Change Deliverables				
WBS 39	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 40	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 41	Change Impact Analysis (Release 2)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 42	Release 2 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 3 Interim Detailed Design Technology Deliverables				
WBS 43	Updated High Level Solution Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 44	Release 3 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 45	Release 3 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 46	Release 3 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 47	Release 3 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 48	ROC Technology Vendor Communication Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 49	Release 3 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 50	Release 3 Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 51	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 52	Release 3 Technology Implementation Plan (Template)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 53	Updated ROC Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 54	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 55	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 56	Release 3 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 57	Release 3 Master Test Plan Draft	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 58	Requirements Traceability Matrix updated for Release 3	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 59	Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 60	Operating Model	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 61	Draft recommended ROC organisational structure	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 62	Change Impact Analysis (Release 3)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 63	Release 3 Training Needs Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Build Deliverables				
WBS 64	Interface Design Specification – one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 65	Updated Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 66	Updated Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 67	Updated Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 68	Updated Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 69	Updated Project Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 70	Updated Release 1 Data Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 71	Updated Release 1 Data Technical Analysis Output (DTAO)	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 72	Updated Technology Implementation Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 73	Updated Release 1 Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 74	Updated Technology Test Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 75	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 76	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 77	Updated Release 1 Product GAP Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 78	Updated Release 1 System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 79	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 80	Updated Technology Environment Management Strategy	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Build Deliverables				
WBS 81	Interface Design Specification - one per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 86	Updated ROC Technology Vendor Communications Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 92	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 93	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 95	Updated Release 2 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Management Deliverables				
WBS 98	Preparation of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 99	Validation and loading of source data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 100	Development of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 101	Unit testing of SQL scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 102	Preparation of a delivery statement	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Profiling Deliverable				
WBS 103	ROC Release 1 – Data Profiling Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Data Configuration Deliverables – REM Configuration activities				
WBS 104	System Deliverable 1 – an environment populated with a clean set of configured data	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 105	System Deliverable 2 – a validated instance of the REM Base Configuration	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Unit Testing / System Testing Phase				
WBS 106	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 107	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 108	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 109	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 110	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables - System Acceptance Testing (SAT)				
WBS 111	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 112	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – System Integration Testing (SIT)				
WBS 113	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 114	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 115	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 116	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 117	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Load and Performance Testing				
WBS 118	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 119	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 120	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 121	Work Load Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 122	Test Scripts	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 123	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 124	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – User Acceptance Testing (UAT)				
WBS 125	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 126	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 127	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 128	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 129	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 130	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 131	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 132	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Testing Deliverable – Operational Acceptance Testing (OAT)				

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 133	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – Unit Testing / System Testing				
WBS 134	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 135	Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 136	Test Cases	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 137	Test Reporting	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 138	Test Summary Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 2 Testing Deliverables – System Integration Testing (SIT)				
WBS 141	Detailed Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 Release and Deployment Deliverables				
WBS 162	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 163	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Detailed Design (R1-T2) Phase				
WBS 167	Release 1 Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 168	Release 1 Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 169	Release 1 Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 170	Release 1 Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
WBS 176	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 177	Updated Release 1 Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 178	Updated Release 1 Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 179	Updated Release 1 Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
MDAM Feasibility Deliverable (End to End Management Services)				
WBS 180	Mobile Device Application Management Whitepaper	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 Build Phase Deliverables				
WBS 181	Interface Design Specification per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 182	Updated Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 183	Updated Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 184	Updated Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 185	Updated Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 186	Updated Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 187	Master Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 188	Updated Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 189	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 190	RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 191	Updated Product Gap Analysis	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 192	Updated Master Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 193	Updated Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 194	Updated TIBCO Interface Design Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 195	Handover to Support Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 196	Release Implementation Review Report	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
IMS Remediation – Build Phase Deliverables				
WBS 197	Interface Design Specification per Interface	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 198	Updated Architecture Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 199	Updated Functional Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 200	Updated Non-Functional Design	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 201	Updated Integration Specification	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 202	Updated Data Technical Analysis Outputs	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 203	Updated Master Test Objective Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 204	Updated Technology Implementation Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 205	Updated Project Management Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 206	Updated RACI	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 207	Updated System Test Plan	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
WBS 208	Updated Requirements Traceability Matrix	Document	As specified in the draft Project Schedule	15 Business Days after delivery of the Deliverables specified as specified in the Project Schedule.
Release 1 – T2 Testing Phase –System Testing Phase				
WBS 209	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 210	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 211	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 212	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – System Acceptance Testing				
WBS 213	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 214	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – System Integration Testing				
WBS 215	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 216	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 217	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 218	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 219	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Load and Performance Testing				
WBS 220	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 221	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 222	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 223	Work Load Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 224	Test Scripts	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 225	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 226	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – User Acceptance Testing (UAT)				
WBS 227	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 228	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 229	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 230	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 231	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Enterprise Release Management (ERM) Regression				
WBS 232	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 233	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 234	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Operational Acceptance Training (OAT)				
WBS 235	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Testing Deliverables – Security Testing				
WBS 236	Test Recommendation Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation – Testing Phase – System Testing Phase				
WBS 237	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 238	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 239	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 240	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 241	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation– Testing Deliverables – System Integration Testing				
WBS 242	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 243	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 244	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 245	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 246	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
IMS Remediation – Testing Deliverables – Load and Performance Testing				
WBS 247	Detailed Test Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 248	Test Objective Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 249	Test Cases	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 250	Work Load Matrix	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 251	Test Scripts	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 252	Test Reporting	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
WBS 253	Test Summary Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.
Release 1 – T2 – Release and Deployment Deliverables				
WBS 254	Review Implementation Review Report	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
WBS 255	Handover to Support Plan	Document	As specified in draft Project Schedule	15 Business Days after delivery of the Deliverables specified in the Project Schedule.

14.4. Contract Period

- 14.4.1. The Commencement Date is the date as stated in the General Order Form with a contract expiry as specified in Item 10 of the General Order Form or as terminated earlier in accordance with the terms of the Customer Contract.

14.5. Exclusions

- 14.5.1. Based on the requirements provided in the High Level Solution Design Phase, the following items are excluded from the Contractor's Services and Deliverables:

- a) Operational Visual Display System (OVDS);
- b) software licensing for IMS, DTTS and CIMS;
- c) business analytics and intelligence products:
 - i. business analytics has not been included in the scope of the Contractor's Services or Deliverables.
- d) safety assurance;
 - i. The Contractor will work with the Customer to support safety assurance activities, but accountability remains with the Customer. See document titled Implementation Strategy - Sydney Trains Rail Operations Centre section 10 (Safety Assurance) for further clarification.
- e) master data management in source systems;
 - i. As per the BAFO, master data management in source systems, (including data analysis, data cleansing, and data conversion & migration) is excluded.
- f) procurement of TIBCO licences.

14.6. General Assumptions

14.6.1. Program Assumptions

- a) The Customer's governance framework will enable a timely decision making process that does not impact the Project Schedule and timeframes.
- b) All stakeholders including but not limited to the Contractor, the Customer, third party suppliers and Key Contractors will adhere to the Customer's governance framework for amendments, service variations and change management.
- c) The Contractor is not responsible for resolving data quality issues and the Key Contractor(s) will be contracted directly by the Customer as required (NB the Contractor is to exhaust all options before escalation).
- d) Subject to the Contractor's obligations under the Customer Contract, the Customer will manage the performance of the Key Contractor(s) and will have the necessary commercial agreements in place for the duration of the Project.
- e) The business / functional requirements specification has been approved (or will be during Detailed Design Phase). It will include high level user processes, use cases and business cases and will require further work from the project team.
- f) Upon reasonable request, the Customer will make available appropriate resources to participate in workshops, Project meetings and Deliverables reviews/acceptances as required to meet the Project Schedule.

- g) The Customer will provide the Contractor's Project team with required network access for laptop(s), office space, associated building and system access for the Contractor's Project team members for the duration of the Project.
- h) Pursuant to clause 6.18 of Part 2 of the Customer Contract, the variation procedures in Schedule 4 will apply to any changes to scope, schedule or Deliverables associated with this engagement.
- i) The software supplied by the Key Contractors will be fit for purpose and maintained for faults and security patches in a timely manner.
- j) No support post ROC 'day one go-live' other than the warranty terms provided for in the Customer Contract.
- k) The parties agree to recalculate the price for the Implementation & Maintenance Phase in the event that the Detailed Design Phase results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- l) Any information reasonably requested by the Contractor to Key Contractors and the Customer for the completion of the Deliverables will be provided in a timely manner, within 5 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in Change Requests.
- m) The Project stages, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- n) The Customer will work with Key Contractors to ensure sufficient technical and business resources are allocated to the ROC Technology Solution as per the various functions described in the Project Schedule including testing of the solution.
- o) Resources that are assigned to this engagement by the Customer are able to represent the needs of the Customer for this engagement.
- p) If any dependent projects are added to the Project scope there could be additional effort incurred and a corresponding Change Request raised.
- q) OCM change management including all training materials will be managed by the Customer with input from the appropriate teams as required. Change management activities will be led by the Customer, with the Key Contractor assisting within the existing framework as set out by the Customer.
- r) The site and system environment for deploying the system will be provided by the Customer. This includes the provision of additional infrastructure such as email servers, SMS providers, voice mail providers, speech engine for creation of voice mail messages.
- s) In case of missing systems to be integrated, simulation devices are accepted as valid verification methods regarding the system functionality.
- t) All Deliverables subject to sign-offs are reviewed by the dates agreed by all parties.
- u) Prior to the start of each stage the detailed planning, Deliverables, resources and entry and exit criteria have been agreed by all parties.
- v) At the end of each stage the consent of the Customer is required prior to the commencement of the subsequent phase. This process will be defined during Detailed Design Phase.
- w) The Project phases, Deliverables, start and end date are contingent on the necessary resources, software and hardware as necessary being in place from the Customer by the agreed timelines.
- x) The Project plan and associated services estimates are subject to the agreement of the PIPP and other associated Order Documents.
- y) Any key Customer Project dependencies must be completed within the agreed timeline.
- z) The Customer's reasonable endeavours to work with the Key Contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule including testing of the solution.
- aa) The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in Detailed Design Phase workshops.
- bb) Rescheduling of workshops by the Customer that result in delays to the Project could result in Change Requests.

- cc) The responsibilities for delivery of Services and Deliverables will be as listed in the sections above.
- dd) For the Change Impact Analysis Deliverable, a baseline for each dimension will be provided by the Customer. Failure to provide the baseline for each dimension could result in additional work and may be treated as new scope.
- ee) For the requirements traceability matrix Deliverable, the Contractor assumes that a complete set of detailed business requirements will be provided to the Contractor, and that when provided, the Customer will provide the traceability back to the capability statements from the High Level Solution Design Phase if required by the Customer. It is assumed that the Customer will manage the traceability for the items that they provide to the Contractor, and that the Contractor then takes over that responsibility of defining traceability to the functional requirements, processes, test cases, etc.
- ff) The following Customer Supplied Items will be available in respect of R1-T2. The timeframes for these Customer Supplied Items are detailed in the attached Project Schedule (refer to Appendix F):
 - a.the Detailed Technology Business Requirements Specification (DTBRS) (including System Use Cases);
 - b.the Solution Architecture Design (SAD);
 - c.business processes and work instructions; and
 - d.business scenarios.
- gg) Representatives from the following project streams will be available to attend all workshops:
 - a. Technology – suitable representatives with knowledge of the DTBRS and the SAD;
 - b. Transformation and Change – a representative for the Business Processes and Work Instructions; and
 - c.Solution Integration – a representative for the Business Scenarios.

14.6.2. Technical Assumptions

The following is a list of the technical assumptions for the ROC Technology Solution (see also architectural assumptions listed in the High Level Solution Design Part B document):

- a) Implementation of DTTS, IMS and CIMS will leverage 'Out of the Box' features as much as possible and minimise the need for Configuration and Customisation.
- b) The target state architecture is based on the Level 1 and 2 'To Be' business processes as defined in the document titled 'Concept of Operations' (provided during the High Level Solution Design Phase). The results of the analysis for Level 3 and 4 business processes in the Detailed Design Phase may require some refinements to the target state architecture.
- c) All references to "interface" refer to interfaces between systems such as DTTS, IMS, CIMS and legacy systems, unless specified.
- d) The Customer will provide the necessary legacy interface specifications (if not already provided) for DTTS, IMS, CIMS to interface with the legacy systems.
- e) If a change is required to a legacy system (such as the ability to receive data or push data out):
 - i. the Customer will be responsible for the design, implementation, delivery and support of the change to the legacy systems; and
 - ii. the Contractor will be responsible for providing interface design specifications to the Customer or the Key Contractors to ensure the changes made are compatible with DTTS, IMS and CIMS.
- f) Any effort required outside of the interfaces specified in the High Level Solution Design document will be considered out of scope.
- g) As a minimum, the Customer will manage and provide the necessary environments for the ROC Program, (the Technology Environment Management Strategy document will provide a definitive list).
- h) The Contractor will ensure the appropriate legacy systems are made available to the SIT and UAT environments for testing purposes.

- i) The Customer will be responsible for deploying and configuring the Releases in the following environments:
 - i. Development environment for each Key Contractor;
 - ii. 'System Acceptance Testing' environment;
 - iii. 'System Integration Testing' environment; and
 - iv. 'User Acceptance Testing' environment.
- j) Training will be conducted in a dedicated environment. This could either be a separate training environment or one of the existing environments providing it will not disrupt development and testing activities.
- k) Master data required for building the system's production configuration is available and structured and in a state to be loaded into the Key Contractor's solutions without rework.
- l) SMEs familiar with the data layout, its meaning and purpose are available and support the data import process.
- m) The Customer's common BI reporting platform (Cognos BI suite) and underlying data sets stored in Oracle will be available for implementation of analytical reports specified for third party development as per the proposed BI reporting solution in the High Level Solution Design.
- n) Subject to section 15.9, validating that the data within reports outside the ROC Technology solution is correct is not the responsibility of the Contractor.

15. Project Management

15.1. Advice and knowledge transfer

Subject to the exclusions in section 14.5, the Contractor must provide all reasonable support required by the Customer to provide the Customer Supplied Items and perform the Customer's obligations.

15.2. Contractor assistance

If requested, the Contractor must participate in all necessary workshops with the Customer and Customer's stakeholders and subject matter experts, process owners and business analysts to verify:

- a) that the Requirements, are accurate and complete; and
- b) the Contractor's proposed solution.

15.3. Customer Assistance

The Customer will endeavour to make the necessary third party system provider representatives or internal subject matter experts available for relevant workshops to assist in the provision of third party system interface and data specifications.

15.4. Risk management

15.4.1. As part of the Customer's Risk Management Plan, the Customer will maintain a shared risk and issues register for the ROC Technology Solution which:

- a) identifies and tracks actual and potential problems, issues and risks relating to the ROC Technology Solution which might adversely impact the successful completion of the ROC Technology Solution; and
- b) includes delivery risks,

(Issues Register).

15.4.2. The Customer must provide the Contractor a draft of the Issues Register within 5 Business Days of the Commencement Date.

15.4.3. As at the date the Contractor provides a draft of the Issues Register under section 15.4.2, the Contractor acknowledges that it has inspected the draft Issues Register provided by the Customer and to the best of its knowledge the Issues Register accurately and comprehensively defines all of the Delivery Risks.

15.4.4. The Contractor must report to the Customer:

- a) any issues or risks (including any delivery risks) that it identifies that are not specified in the Issues Register immediately on becoming aware of those issues and risks; and
- b) any change in the status of the delivery risks, immediately on becoming aware of that change in status.

15.5. Cooperation with Key Contractors

15.5.1. The Contractor must, at no additional cost to the Customer:

- a) coordinate and cooperate with the Key Contractors in relation to the Project;
- b) without assuming any liability for the contents of a Key Contractor's Detailed Design documents, provide all assistance and cooperation reasonably required by the Key Contractors;
- c) comply with all other requests of the Key Contractors to the extent relevant to the Key Contractors' services or deliverables;
- d) not delay or interfere with the performance of the Key Contractors' services or deliverables in relation to the Project;
- e) notify the Customer as soon as reasonably possible if it becomes aware of any delay to Key Contractors' services or deliverables in relation to the Project; and
- f) ensure that all information provided under this clause by the Contractor is accurate and to the extent possible, complete.

15.6. Communication with Key Contractors:

15.6.1. The Contractor must not, without the Customer's prior written consent:

- a) give a Key Contractor a direction or instruction which will or is likely to vary the Key Contractor's scope in relation to the Project;
- b) give a Key Contractor a direction or instruction which will or is likely to change the amount payable by the Customer to the Key Contractor in relation to the Project;
- c) give a Key Contractor a direction or instruction which will or is likely to delay the time that the Key Contractor is obliged to complete its services or deliverables in relation to the Project;
- d) accept directions or instructions from any Key Contractor in relation to the Contractor's services or the deliverables; or
- e) consent to any waiver, release, variation or reduction to or of any obligation of any Key Contractor in relation to the Contractor's services or deliverables.

15.6.2. The Contractor must notify the Customer in writing as soon as reasonably possible after it becomes aware of any Dispute between the Contractor and a Key Contractor, or between Key Contractors, in connection with the Project.

15.7. Not used

15.8. Disputes between the Contractor and Key Contractors

- 15.8.1. The Contractor must use its reasonable endeavours and act in good faith to resolve a Dispute with a Key Contractor by discussion and negotiation without the Customer's involvement.
- 15.8.2. Where the Contractor has notified the Customer under section 15.6.2 or the Customer becomes aware of a Dispute and the Dispute remains unresolved for greater than 2 calendar days, the Customer will make a direction with respect to the Dispute and the Contractor must comply with the direction.
- 15.8.3. The Contractor acknowledges and agrees that the direction made by the Customer is final and binding.
- 15.8.4. The Contractor must continue to comply with its obligations under the Customer Contract even if a Dispute exists.

15.9. Reliance on Key Contractors' work

The Customer does not warrant the accuracy or correctness of any reports, plans, drawings, documents or information provided by Key Contractors in relation to the Project. The Customer has no liability to the Contractor as a result of the Contractor's reliance on any such reports, plans, drawings, documents or information.

15.10. Return obligations

The Contractor must return all Customer equipment and Customer Supplied Items provided to the Contractor for the purposes of the Project on or before the expiry of the Contract Period.

15.11. Delivery Address

The Contractor must deliver the Deliverables to the Customer at the location specified in Item 2 of the General Order Form.

The Contractor must comply with all reasonable requests of the Customer when accessing the delivery address as well as any requirements specified in Item 25 of the General Order Form.

16. Customer Supplied Items (CSI) and Customer Obligations

16.1. Overview

- 16.1.1. Subject to section 16.2, the Contractor acknowledges that the Customer has provided the following CSI items to the Contractor prior to the Commencement Date:
 - a) project scope (as documented in the architecture blueprint);
 - b) functional requirements (as provided in the RFP);
 - c) non-functional requirements (as provided in the RFP);
 - d) draft Implementation & Maintenance Phase PIPP;
 - e) system security requirements;
 - f) data management strategy;

- g) project concept and review;
- h) architecture blueprint;
- i) systems impacted (existing);
- j) interface specifications (where available);
- k) technical policies and standards;
- l) draft Procure IT (the Customer Contract and this PIPP);
- m) ROC organisation structure;
- n) ROC program high level roadmap;
- o) draft ROC program test management framework;
- p) current processes;
- q) concept of operations;
- r) Transformation and Change Requirements v4.1;
- s) ROC Systems Assurance and Planning Framework documents; and
- t) ROC Data Architecture High-Level Strategy.

16.1.2. Pursuant to Change Request 5, the Customer will provide the following Customer Supplied Items to the Contractor as set out in the Project Schedule (refer to Appendix F):

- a) the Detailed Technology Business Requirements Specification (DTBRS) (including System Use Cases);
- b) the Solution Architecture Design (SAD);
- c) business processes and work instructions; and
- d) business scenarios.

The Customer must:

- a) provide the High Level Solution Designs provided by the Key Contractors;
- b) ensure the members of its Personnel participating in the Project have the understanding of the business, and to-be processes, to be able to accurately articulate the requirements and the authority to make binding decisions about them;
- c) provide the Contractor with appropriate access to all Customer facilities, and at all reasonable times, required by the Contractor for the completion of obligations relating to the Project, including providing the Contractor with all necessary identification material (badges, cards, etc.);
- d) advise the Contractor of any change to architectural decisions relating to the Detailed Design that may impact on the Contractor's obligations under this PIPP;
- e) assist in the management and timely co-operation of all third party suppliers of the Customer involved directly or indirectly in the Project as and when reasonably required for the Contractor to perform its obligations relating to the Project;
- f) make available Customer Personnel as and when reasonably required for the Contractor to perform its obligations under this PIPP; and
- g) provide copies of relevant parts of contracts with Key Contractors in accordance with clause 18.3 of Module 13A (a clause added to Module 13A under the Additional Conditions).

16.1.4. The Parties acknowledge and agree that the Customer Supplied Items (CSI) are those items specified in sections 16.1.1, 16.1.2 and 16.2.

16.2. CSI Facilities and Equipment

16.2.1. The Customer has provided the following CSI, subject to the following conditions:

- a) desktop equipment for the agreed number of Contractor's Personnel working on Site, subject to the Customer's consent, local admin to the PC so that 3rd party software can be installed, for example, Archimate, to develop the architecture for the detailed design;
- b) ability to map network drives to enable Project documents to be stored on the Customer's LAN / Documents Management System;

- c) internet access from each desktop to access the Contractor's webmail and intranet ;
- d) for Specified Personnel only, remote access using VPN and Citrix methods to the Customer LAN from the Contractor's Australian offices;
- e) including the following activities, tasks, functions and responsibilities and supply the following items:

#	Item	Description
1.	3 rd Party reports	Provision of all 3 rd Party reports excluding DTTS, IMS, TIBCO and CIMS systems

Note: Due to security requirements, the Contractor devices cannot be connected to the Customer's network.

16.3. CSI verification

- 16.3.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 16.3.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.
- 16.3.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

16.4. Personnel

- 16.4.1. The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 16.4.2. Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 16.4.3. The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 16.4.4. Nothing in Appendix B affects the scope of the obligations of either party as described in this PIPP.

16.5. Subcontractors

- 16.5.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

16.6. Approval by the Customer

- 16.6.1. Where the Customer must approve a Deliverable that is a Document, approval must be in accordance with section 9 of the Additional Conditions.

16.6.2. The Customer’s approval of the Deliverables constitutes acceptance as contemplated under the Customer Contract.

17. Payment Plan

17.1. Contract Price

17.1.1. Not used.

17.1.2. The Contract Price for the Contractor to complete all Services and Deliverables under this Customer Contract as varied up to and by Change Request 9 is ██████████ (ex GST) with an optional further 3 months extension of Support Services upon notice in writing of ██████████ (ex. GST). This is payable in the instalments at successful completion of each of the milestones set out in the table below.

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Detailed Design			
Detailed design deliverables funded as follows:			
28 August monthly milestone	██████████	1	██████████
25 September monthly milestone	██████████	1	██████████
30 October monthly milestone	██████████	1	██████████
Residual payment on Acceptance of Detailed Design Deliverables for Release 1	██████████	1	██████████
		Sub-Total:	██████████
		Any Other Charges: n/a	
		Total (Excl. GST)	██████████
		GST:	
Price (including GST)		Total Amount:	██████████
Release 2 Detailed Design			

Deliverable	Price per Unit	Quantity	Extended Price
4 December 2015 monthly milestone		1	
15 January 2016 monthly milestone		1	
19 February 2016 monthly milestone		1	
18 March 2016 monthly milestone		1	
Change Request 3			
30 April 2016 monthly milestone		1	
30 May 2016 monthly milestone		1	
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Residual payment on Acceptance of Detailed Design Deliverables for Release 2		1	
Change Request 5			
*Residual payment adjustment for Acceptance of Detailed Design Deliverables for Release 2			
*CR1 included [REDACTED] for Release 2 DD and CR3 added an additional [REDACTED] for Release 2 DD	[REDACTED]	1	[REDACTED]
<i>The total of these changes is [REDACTED] and the agreed Ajilon proposal for Release 2</i>			

Deliverable	Price per Unit	Quantity	Extended Price
<i>DD was [REDACTED] hence the reduction of [REDACTED] is required.</i>			
	Sub-Total (being [REDACTED] as per above, less [REDACTED] for Release 2 Detailed Design adjustment):		[REDACTED]
Any Other Charges			N/A
	Total (Excl. GST)		[REDACTED]
	GST:		[REDACTED]
Price (including GST)	Total Amount:		[REDACTED]
R1-T2 Detailed Design			
Change Request 5 (R1-T2 Detailed Design)			
31 March 2017 monthly milestone	[REDACTED]	1	[REDACTED]
30 April 2017 monthly milestone	[REDACTED]	1	[REDACTED]
31 May 2017 monthly milestone	[REDACTED]	1	[REDACTED]
R1-T2 Detailed Design successfully completed	[REDACTED]	1	[REDACTED]
	Sub-Total:		[REDACTED]
Any Other Charges:			[REDACTED]
	Total (Excl. GST)		[REDACTED]

Deliverable	Price per Unit	Quantity	Extended Price
		GST:	
Price (including GST)		Total Amount:	
Release 3 Detailed Design			
Change Request 4 (Interim Release 3 Detailed Design)			
31 August 2016 interim monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Change Request 5 (Interim Release 3 Detailed Design (DTTS))			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
28 February 2017 monthly milestone		1	
31 March 2017 monthly milestone		1	



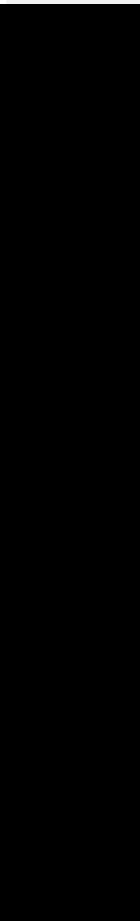

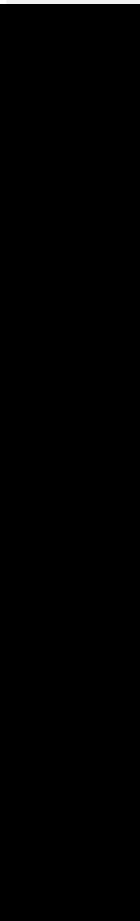

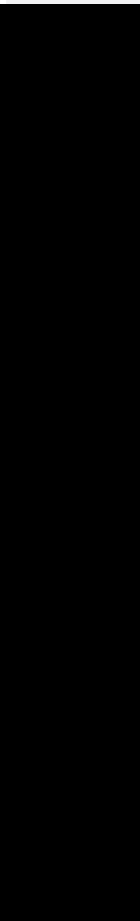

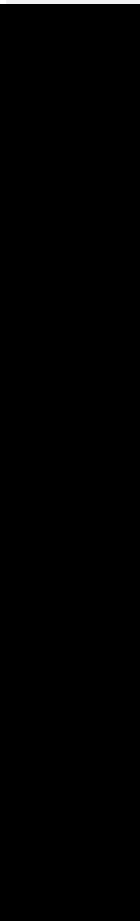

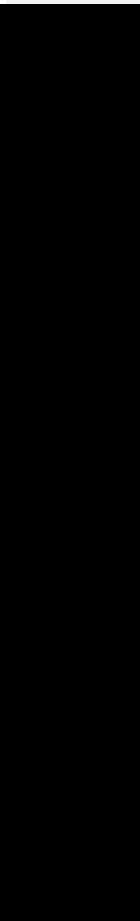

Deliverable	Price per Unit	Quantity	Extended Price
Release 3 Detailed Design successfully completed	██████████	1	██████████
*16 December 2016 is Christmas close down date for the ROC Program			
		Sub-Total:	██████████
Any Other Charges:			N/A
		Total (Excl. GST)	██████████
		GST:	██████████
Price (including GST)		Total Amount:	██████████
Implementation (Release 1) Phase			
Change Request 1 (Interim Implementation (Release 1) Phase)			
30 November 2015	██████████	1	██████████
18 December 2015*		1	
29 January 2016		1	
29 February 2016	██████████	1	██████████
Change Request 3			
31 March 2016 monthly milestone	██████████	1	██████████
30 April 2016 monthly milestone		1	
31 May 2016 monthly milestone	██████████	1	██████████

Deliverable	Price per Unit	Quantity	Extended Price
30 June 2016 monthly milestone		1	
31 July 2016 monthly milestone		1	
Change Request 4 (Implementation (Release 1) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 interim monthly milestone		1	
31 October 2016 interim monthly milestone		1	
Change Request 5			
Release 1 Build successfully completed (29 June 2016)		1	
Release 1 SIT successfully completed (16 September 2016)		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
Release 1 User Acceptance Testing (UAT) successfully completed (anticipated 1 November 2016)		1	
30 November 2016 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
Release 1 Deployment successfully completed (anticipated 10 December 2016)		1	
Post Implementation Verification (PIV) successfully completed		1	
Sub-Total:			
*18 December is Christmas close down date for the ROC Program			
Any Other Charges:			N/A
Total (Excl. GST)			
GST:			
Price (including GST)	Total Amount:		
Implementation (Release 2) Phase			
Change Request 4 (Interim Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
Change Request 5 (Implementation (Release 2) Phase)			
31 August 2016 monthly milestone		1	

Deliverable	Price per Unit	Quantity	Extended Price
30 September 2016 monthly milestone		1	
31 October 2016 monthly milestone		1	
30 November 2016 monthly milestone		1	
16 December 2016* monthly milestone		1	
31 January 2017 monthly milestone		1	
Release 2 Build successfully completed (anticipated 31 March 2017)		1	
*16 December 2016 is Christmas close down date for the ROC Program			
Sub-Total:			
Any Other Charges			
Total (Excl. GST)			
GST			
Price (including GST)	Total Amount:		
Release 1 – T2 Implementation Phase			
Change Request 7 (Implementation (R1-T2-R2) Phase)			
Milestone: TIBCO Build Complete		1	

Deliverable	Price per Unit	Quantity	Extended Price
(Due Date: 30 September 2017)			
Milestone: SIT Entry Criteria met (Due Date: 30 October 2017)		1	
Milestone: System Integration Test Complete (Due Date: 8 January 2018)		1	
Milestone: As Built Documentation (Due Date: 19 February 2018)		1	
Milestone: User Acceptance Test Complete (Due Date: 20 February 2018)		1	
Milestone: Go Live (Due Date: 11 March 2018)		1	
Milestone: Handover to Support Complete (Due Date: 11 April 2018)		1	
			Sub-Total:
Any Other Charges			
			Total (Excl. GST)
			GST

Deliverable	Price per Unit	Quantity	Extended Price
Price (including GST)	Total Amount:		
IMS Remediation Phase			
Change Request 7 (Implementation (Release 1 – Tranche 2) Phase)	Milestone Date		
Milestone: Signing of Change Request 7 (Due Date: 16 June 2017)		1	
Milestone: Configuration Completion (Due Date: 31 July 2017)		1	
Milestone: SIT Entry Criteria met (Due Date: 31 August 2017)		1	
Milestone: System Integration Test Complete (Due Date: 23 October 2017)		1	
Milestone: As Built Documentation (Due Date: 20 November 2017)		1	
		Sub-Total:	
Any Other Charges			

Deliverable	Price per Unit	Quantity	Extended Price
	Total (Excl. GST)		[REDACTED]
	GST		
Price (including GST)	Total Amount:		
Support Services			
Provision of Program Maintenance for Release 1	[REDACTED] per month	12	[REDACTED] 0
Provision of 'heightened' Program Maintenance for Release 1	[REDACTED]	2	[REDACTED]
Extension of Program Maintenance for Release 1	[REDACTED] per month	3	[REDACTED]
OPTION - Extension of Program Maintenance for Release 1 (to be updated in the event extension is triggered by written notification of the Customer)	[REDACTED] per month	3	[REDACTED] * (if option is exercised)
	Total (Excl. GST)		[REDACTED] * (excluding option)
	GST		[REDACTED] (excluding option)
Price (including GST)	Total Amount:		[REDACTED] * (excluding option)
ETG Project – Design For Transition Phase			
Change Request 9 (Design for Transition Phase)			

Deliverable	Price per Unit	Quantity	Extended Price
Signing of CR8		1	
Acceptance of Stabilisation Plan		1	
Acceptance of Hypercare Plan		1	
Acceptance of Commissioning Plan		1	
	Total (Excl. GST)		
	GST		
Price (including GST)	Total Amount:		

ETG Project – Handover Phase

Change Request 8 (Handover Phase)			
Signing of CR8		1	
Acceptance of Service Design		1	
Acceptance of Service Transition Plan		1	
Acceptance of Project Execution Plan		1	
Handover to support has taken place		1	
	Total (Excl. GST)		
	GST		

Deliverable	Price per Unit	Quantity	Extended Price
Price (including GST)	Total Amount:		██████████

Additional Services (obtained in relation to various Phases)			
Change Request 2			
(Extension of T&M under CR2)		██████████	██████████
Change Request 3			
(Extension of T&M under CR3)		██████████	██████████
Change Request 4			
Extension of Organisational Design Support to 2 September 2016		██████████	██████████
Extension of Data Configuration to 10 December 2016		██████████	██████████
Provision of Data Management Services to 31 October 2016		██████████	██████████
Provision of Integrated Support to 14 October 2016		██████████	██████████
Change Request 5			
Transition Services		██████████	██████████
Cross Stream Testing Services		██████████	██████████

Change Request 5		
Change Request 9		
BAU Support Team Specialist Services		
	Total (Excl. GST)	
	GST	
Price (including GST)	Total Amount:	
Contract Price		
Detailed Design Release 1		
Detailed Design Release 2		
Detailed Design Release 3		
Detailed Design R1-T2		
Implementation Release 1		
Implementation Release 2		
Implementation Release 1 – T2		
IMS Remediation		
ETG Project – Design for Transition Phase		
ETG Project – Handover Phase		
Support Services		
Support Services - OPTIONAL 3 month extension of Support Services to 10 th June 2018 (Upon notice in writing)		██████████* (if option is exercised)
Additional Services		██████████
Total Contract Price (ex		██████████* (excluding

GST)

option)

17.2. Payment

- 17.2.1. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the milestone dates specified in section 17.1.
- 17.2.2. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

17.3. Liquidated Damages

- 17.3.1. Item 21 of the General Order Form confirms that liquidated damages apply.
- 17.3.2. The Milestone which is the LD Obligation (and the due date for its completion) is to be agreed between the parties as part of a future Change Request.”
- 17.3.3. .
- 17.3.4. The amount of liquidated damages for the purposes of Item 21 of the General Order Form is [REDACTED] per day.
- 17.3.5. The maximum number of days for which liquidated damages are payable is a maximum of 21 days after the LD Obligation Date.
- 17.3.6. The Contract Price above is the total Contract Price for the Project. Where the parties agree that any additional or changed scope of work under a Change Request, the Parties agree that the rates set out below apply. The rates below are valid until 30 June 2017. The Parties agree to negotiate in good faith revised rates for any such work beyond 30 June 2017. All amounts below are expressed on a GST exclusive basis.

Period 1: July 1st 2014 – June 30th 2015

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum	[REDACTED]	[REDACTED]
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum	[REDACTED]	[REDACTED]
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	[REDACTED]	[REDACTED]
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum	[REDACTED]	[REDACTED]
Project Manager -	Junior Project Manager responsible and	[REDACTED]	[REDACTED]

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Junior	accountable for Project stream(s) / minor Project activities - 1 years experience minimum		
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years experience in rail operational control systems		N/A

Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	design of SOA Infrastructures - 3 years experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

Period 3: July 1st 2016 – June 30th 2017

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

Period 4: July 1st 2017 – June 30th 2018

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Program Director	Director responsible and accountable for overseeing all programmes - 15 years experience minimum		
Programme Manager	Senior Manager responsible and accountable for overseeing all Projects - 10 years experience minimum		
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum		
Project Manager	Project Manager responsible and accountable for individual Projects - 3 years experience minimum		
Project Manager - Junior	Junior Project Manager responsible and accountable for Project stream(s) / minor Project activities - 1 years experience minimum		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
Developer - Senior	Senior Technical developer responsible and accountable for overseeing / delivery of one or more technical workstreams in a project - 7 years experience minimum		
Developer	Technical developer working on one or more delivery / workstreams in a Project - 3 years experience minimum		
Developer - Junior	Junior Technical developer working on one or more delivery areas in a Project - 1 years experience minimum		
Database Administrator - Senior	Senior DBA responsible and accountable for overseeing one or more databases workstreams in a Project - 7 years experience minimum		
Database Administrator	DBA working on one or more databases in a Project - 3 years experience minimum		
Database Administrator - Junior	Junior DBA working on one or more databases in a Project - 1 years experience minimum		
Functional Consultant - Senior	Senior Functional Consultant responsible and accountable for overseeing one or more functional streams in a Project - 7 years experience minimum		
Functional Consultant	Functional Consultant working on one or more functional streams in a project - 3 years experience minimum		
Functional Consultant - Junior	Junior Functional Consultant working on one or more functional streams in a project - 1 years experience minimum		
Business/Systems Analyst/Senior Support Engineer	Analysis, high level and detailed business requirements for a number of areas - 5 years experience minimum		
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum		
Security Architect	Analysis, high level design and detailed design of Security - 7 years experience minimum		
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum		
BI Architect	Analysis, high level design and detailed design of Business Intelligence Systems - 7 years experience minimum		
SOA Architect	Analysis, high level design and detailed design of SOA Infrastructures - 3 years		

Resource Categories	Description	Day Rate (Onshore)	Day Rate (Offshore)
	experience minimum		
Test Manager	Overall responsibility for the testing effort of the testing lifecycle.		
Test Analyst	Test Analyst responsible for creating test procedures - 3 years minimum		
Release Manager	Release Manager responsible and accountable for release management - 5 years experience minimum		
Database Administrator	Administration of Databases - 3 years experience minimum		
BI Administrator	Administration of Business Intelligence Systems - 3 years experience minimum		
SOA Infrastructure Administrator	Administration of SOA Infrastructures - 3 years experience minimum		
Desktop Administrator	Administration of desktop infrastructure - 3 years experience minimum		
Mobile Administrator	Administration of Mobile Infrastructure - 3 years experience minimum		
Rail Systems Expert	10+ years of Rail System specific experience		

18. Governance

18.1. Authorised Representatives

18.1.1. For the purposes of the Customer Contract:

- a) the Customer's Authorised Representative is Tony Eid (or delegate as notified by the Customer to the Contractor from time to time); and
- b) the Contractor's Authorised Representative is Steve Keenaghan.

18.2. Management committee

18.2.1. For the purposes of the Customer Contract the following are members of the management committee:

- a) Geoff Howard (or delegate);
- b) Jason Galer; and
- c) Steve Keenaghan

18.2.2. The Parties warrant and represent that their respective management committee members are authorised and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract.

18.3. Management committee function

18.3.1. The function that the management committee is to:

- a) review and monitor progress under the Customer Contract; and
- b) carry out any other functions stated in Item 16 of the General Order Form.

18.4. **Management committee meetings**

The management committee must meet no less than once a month during the Project at the times and locations specified by the Customer.

18.5. **Management committee progress report**

18.5.1. The Contractor must, at least 2 Business Days prior to a meeting pursuant to section 18.4, provide the Customer with a progress report which at a minimum should include:

- a) details (including dates) of Deliverables and Milestones (if any) commenced, completed or approved;
- b) any delays or issues arising from the Project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- c) a review of any:
 - i. minutes and actions from the last meeting;
 - ii. risks and issues;
 - iii. details of any outstanding invoices and any payments that are about to become due;
- d) draft updates of relevant parts of the Contract Specifications;
- e) any new Change Requests or Contract Variations (if applicable);
- f) reviewing progress of any draft Change Requests or Contract Variations (if applicable); and
- g) any other additional details the Contractor considers should be brought to the attention of the Customer.

Appendix A – Initial Requirements Release 1, Release 2, Release 3 and R1-T2

The Initial Requirements for each Release are the Customer's requirements set out in the High Level Business Requirements document.

Appendix B – Roles and responsibilities and Specified Personnel

1 Contractor roles and responsibilities and Specified Personnel

Name	Role	Responsibility
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Customer relationship management between Customer and the System Integrator Directs the implementation of the project activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Programme Manager	<ul style="list-style-type: none"> Senior Manager responsible and accountable for overseeing Project activities Manage project deliverables to achieve customer outcomes Identify risks and mitigation strategies.
Conrad Kerin	Senior Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies.
Ayman Sidky	Senior Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Identify risks and mitigation strategies.
Chris Johnstone	Solution Architect	<ul style="list-style-type: none"> Define detailed technical solution design
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Manage and coordinate technical solution and associated technical design
Sri Kumar Nair	System Analyst	<ul style="list-style-type: none"> Understand system capabilities and business requirements Specify system change requirements
Graham Witt	Data Architect	<ul style="list-style-type: none"> Develop/review Data Management Strategy
Clare Partridge	Project Manager	<ul style="list-style-type: none"> Manage project deliverables to schedule and budget. Manage risks and mitigation strategies. Report on project progress Support management of project logistics
Bryce Jackwitz	Transition Manager	<ul style="list-style-type: none"> Manage Release activities Develop and Implement the Handover to Support Plan
Solon Kypridemos	Senior Business Analyst	<ul style="list-style-type: none"> Understand and define detailed business and system requirements and define business processes to be supported
Debra Dodd	Test Lead	<ul style="list-style-type: none"> Coordinating of testing activities
Dimitriy Zhiltsov	Test Lead	<ul style="list-style-type: none"> Coordinating of testing activities

Ajilon Implementation PIPP (CR8)

Malcolm Jones	Test Manager	<ul style="list-style-type: none"> Managing and overseeing of all testing activities
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration solution design

2Customer roles and responsibilities

Name	Role	Responsibility
Geoff Howard	Program Director	Management of the Program
Katherine Wilson	Lead Architect	Oversight of Technical Design for ROC Program
Jason Galer	ROC Commercial Manager	Oversight of Commercial negotiations and management of ROC Agreements
Scott Kardash	Delivery Project Manager	Project Management of ROC Key Contractors
Reuben Bowd	Legal	Oversight of Legal activities
As required	Sydney Trains Business Representatives	Provide Business functional requirements and inputs
As required	ROC BA Team Members	Provide Business Analysis skills as required
As required	ROC Architect Team Members	Provide Architecture skills as required
As required	ROC Business Processes Team Members	Provide Business Processes as required

Appendix C – Project Schedule

See Project Schedule documents embedded here.



ROC Master DTTS
Schedule DRAFT v1.0










ROC - DP1 and DP2
Deliverables List V111

ROC Releases 1 and 2

Schedule Level 2 - Work starting in the next two weeks

ID	OL	Task Name	Work	Duration	Start	Finish	% Complete	Total Slack	Predecessors	Successors	Qtr 3, 2016												
											May			July			September			November			Janu
											B	E	M	B	E	M	B	E	M	B	E	M	B
444	4	20. Operating Model	24.25 d	41.25 d	Tue 20/09/16	Fri 18/11/16	0%	56.75 d															
445	5	<i>DEP: ST - DD:20 OPM - Draft Documentation Complete</i>	0 d	0 d	Tue 20/09/16	Tue 20/09/16	0%	56.75 d 21		446FS+2 d													
446	5	DD:20 OPM - Kick Off Meeting	0.25 d	2 h	Fri 23/09/16	Fri 23/09/16	0%	454 h	445FS+2 d	447													
447	5	DD:20 OPM - Draft Document	14 d	14 d	Fri 23/09/16	Fri 14/10/16	0%	56.75 d	446	448													
448	5	<i>DEP: ST - DD:20 OPM - Final Documentation Received</i>	0 d	0 d	Fri 14/10/16	Fri 14/10/16	0%	56.75 d	24FS-20 d,22,4	449													
449	5	DD:20 OPM - Final document update	10 d	10 d	Fri 14/10/16	Fri 28/10/16	0%	56.75 d	448	450,483,471,													
450	5	<i>DEL: DTTS DD:20 OPM - Release Operating Model for sign off</i>	0 d	0 d	Fri 28/10/16	Fri 28/10/16	0%	76.75 d	449	451FS+15 d													
451	5	<i>DEP: ST - DD:20 OPM - Operating Model signed off</i>	0 d	0 d	Fri 18/11/16	Fri 18/11/16	0%	76.75 d	450FS+15 d														
452	4	21. Recommended Org Structure	22.25 d	88 d	Mon 24/10/16	Thu 9/03/17	0%	8 d															
464	4	22. Change Impact Analysis	16 d	88 d	Mon 24/10/16	Thu 9/03/17	0%	8 d															
465	5	DD:22 CIA - Kick Off Meeting	0 d	2 h	Mon 24/10/16	Mon 24/10/16	0%	718 h	248	466													
466	5	DD:22 CIA - Draft Document	0 d	6 d	Mon 24/10/16	Tue 1/11/16	0%	89.75 d	465														
467	5	<i>DD:22 CIA - Spec draft (progress Checkpoint 1)</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	50 d	12,26	468													
468	5	DD:22 CIA - 1st Review	2 d	2 d	Wed 2/11/16	Thu 3/11/16	0%	50 d	467	469													
469	5	<i>DD:22 CIA - Spec draft (progress Checkpoint 2)</i>	0 d	0 d	Wed 14/12/16	Wed 14/12/16	0%	22 d	468,13,27	470													
470	5	DD:22 CIA - 2nd Reivew	2 d	2 d	Wed 14/12/16	Thu 15/12/16	0%	22 d	469	471,477													
471	5	<i>DEL: DTTS DD:22 CIA - Final Draft Documentation Received (99%)</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	0 d	14,449,470,28	472													
472	5	DD:22 CIA - Final Reivew	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	0 d	471	473													
473	5	DD:22 CIA - Update Document	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	0 d	472	474													
474	5	<i>DEL: DTTS DD:22 CIA - Release Change Impact Analysis for sign off</i>	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	0 d	473	483FF-4 d,47													
475	5	<i>DEP: ST - DD:22 CIA - Change Impact Analysis 15 day review period concludes</i>	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d	474FS+15 d														
476	4	23. Training Need Analysis	16 d	57 d	Fri 16/12/16	Tue 21/03/17	0%	0 d															
477	5	DD:23 TNA - Kick Off Meeting	0 d	2 h	Fri 16/12/16	Fri 16/12/16	0%	374 h	470	478													
478	5	DD:23 TNA - Draft Document	0 d	10 d	Fri 16/12/16	Fri 13/01/17	0%	46.75 d	477														
479	5	<i>DD:23 TNA - Spec draft (progress Checkpoint 1)</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	4 d	12,28	480													
480	5	DD:23 TNA - 1st Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	4 d	479	481													
481	5	<i>DD:22 CIA - Spec draft (progress Checkpoint 2)</i>	0 d	0 d	Thu 2/02/17	Thu 2/02/17	0%	4 d	480,13	482													
482	5	DD:23 TNA - 2nd Reivew	2 d	2 d	Fri 3/02/17	Mon 6/02/17	0%	4 d	481	483													
483	5	<i>DEP: ST - DD:23 TNA - Final Draft Documentation Received (99%)</i>	0 d	0 d	Fri 10/02/17	Fri 10/02/17	0%	0 d	449,474FF-4 d,	484													
484	5	DD:23 TNA - Final Review	2 d	2 d	Mon 13/02/17	Tue 14/02/17	0%	0 d	483	486,485													
485	5	DD:23 TNA - Update Document/ Final Inclusions	10 d	10 d	Wed 15/02/17	Tue 28/02/17	0%	0 d	484	486													
486	5	<i>DEL: DTTS DD:23 TNA - Release Training Need Analysis for sign off</i>	0 d	0 d	Tue 28/02/17	Tue 28/02/17	0%	0 d	484,485	487FS+15 d													
487	5	<i>DEP: ST - DD:23 TNA - Training Need Analysis signed off</i>	0 d	0 d	Tue 21/03/17	Tue 21/03/17	0%	0 d	486FS+15 d														
488	4	24. Training Plan (Train the Trainer)	14.25 d	81 d	Wed 2/11/16	Thu 9/03/17	0%	8 d															
489	5	<i>DD:24 TTT - Spec draft 33% complete</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	59.75 d	16,23	490													
490	5	DD:24 TTT - 1st Review	0.25 d	2 h	Wed 2/11/16	Wed 2/11/16	0%	478 h	489	491													
491	5	<i>DD:24 TTT - Spec draft 66% complete</i>	0 d	0 d	Wed 2/11/16	Wed 2/11/16	0%	59.75 d	490	492													
492	5	DD:24 TTT - 2nd Review	2 d	2 d	Wed 2/11/16	Fri 4/11/16	0%	59.75 d	491	493													
493	5	<i>DEP: ST - DD:24 TTT - Final Documentation Received</i>	0 d	0 d	Tue 31/01/17	Tue 31/01/17	0%	8 d	14,492,449,24,	494													
494	5	DD:24 TTT - Final Review	2 d	2 d	Wed 1/02/17	Thu 2/02/17	0%	8 d	493	495													
495	5	DD:24 TTT - Update Document	10 d	10 d	Fri 3/02/17	Thu 16/02/17	0%	8 d	494	496													
496	5	<i>DEL: DTTS DD:24 TTT - Release Training Need Analysis for sign off</i>	0 d	0 d	Thu 16/02/17	Thu 16/02/17	0%	8 d	495	497FS+15 d													
497	5	<i>DEP: ST - DD:24 TTT - Training Need Analysis signed off</i>	0 d	0 d	Thu 9/03/17	Thu 9/03/17	0%	8 d	496FS+15 d														
498	3	<i>MIL: Submit Milestone Acceptance Form</i>	0 d	0 d	Tue 21/03/17	Tue 21/03/17	0%	0 d	357FF														

Project: ROC R1 REM Data Configuration
Status Date: NA

Summary Plan  Milestone Plan 
 Summary Progress  Milestone Achieved 
 Task Plan  Task Progress 
 Task Plan Critical 

Sydney Trains Rail Operations Center (ROC) Master Program Schedule Version 5.0 - DRAFT - Work In Progress - ROC -



#	Activity ID	Activity Name	Start	Finish	2016			2017			
					Q	Q	Q	Q	Q	Q	
1	Sydney Trains ROC - MPS - Version 5.0 - Current		13-Aug-15 A	05-Sep-17							
2	Technology		13-Aug-15 A	05-Sep-17							
3	Release 1		13-Aug-15 A	20-Dec-16							
4	Design		13-Aug-15 A	13-Apr-16 A							
5	TEC-DD-11550	DEL:Vendor Technology Communications Plan - R1G2		13-Aug-15 A							
6	TEC-TR1-12330	DEL:Non-Functional Design - R1G2		14-Sep-15 A							
7	TEC-DD-11970	DEL:RACI - R1G2									
8	TEC-TR1-10320	DEL:SAD Complete - R1G2		03-Nov-15 A							
9	TEC-DD-11820	DEL:Implementation Strategy - R1G2									
10	TEC-DD-12000	DEL:Data Technical Analysis Output - R1G2		07-Dec-15 A							
11	TEC-TR1-11229	DEL:Product Gap Analysis - R1G2		05-Jan-16 A							
12	TEC-TR1-12310	DEL:Security Risk Assessment Complete - R1G2		13-Oct-15 A							
13	TEC-TR1-12440	DEL:DTBRS Approved - R1G2		20-Nov-15 A							
14	TEC-TR1-10830	DEL:Architecture Specification - R1G2									
15	TEC-DD-13070	DEL:Technology Test Strategy - R1G2									
16	TEC-TR1-3430	DEL:Requirements Traceability Matrix - R1G2									
17	TEC-TR1-10780	DEL: Integration Specification - R1G2									
18	TEC-DD-12050	DEL:Project Management Plan - R1G2									
19	TEC-DD-11740	DEL:Data Management Plan - R1G2									
20	TEC-TR1-10820	DEL:Functional Specification - R1G2									
21	TEC-DD-12010	DEL:Data Technical Analysis Output - R1G2									
22	TEC-DD-13610	DEL:Data Management Strategy - R1G2									
23	TEC-DD-11890	DEL:Technical Environment Management Strategy - R1G2									
24	TEC-DD-11920	DEL:High Level Solution Design - R1G2									
25	TEC-DD-10450	DEL:Technology Architecture Blueprint - R1G2									
26	TEC-DD-203640	DEL:Technical Infrastructure Strategy - R1G2		13-Apr-16 A							
27	Build		09-Oct-15 A	18-Nov-16							
28	TEC-TR1-10090	DEL:Technical Infrastructure Design - SIT (AWS) - R1G3		09-Oct-15 A							
29	TEC-DD-13120	DEL:REM Mobile Gap Analysis - R1G3		15-Mar-16 A							
30	TEC-TR1-20160	DEL:Technical Infrastructure Design - SIT - R1G3		07-Apr-16 A							
31	TEC-TR1-10250	DEL:Technical Infrastructure Design - Training - R1G3									
32	TEC-TR1-94210	DEL:Data Profiling Summary report - R1G3		13-Apr-16 A							
33	TEC-TR1-910270	DEL:REM Mobile Functional Specification - R1G3		13-Apr-16 A							
34	TEC-TR1-80210	DEL:Detailed Technical Business Requirements (DTBRS) - R1G3		18-Apr-16 A							
35	TEC-TR1-10590	DEL:Technical Infrastructure Detailed Design - SIT - R1G3		03-May-16 A							
36	TEC-TR1-10570	DEL:Build Integration Environment - R1G3									
37	TEC-TR1-11830	DEL:Technical Infrastructure Detailed Design - Training - R1G3		04-May-16 A							
38	TEC-TR1-11070	DEL:Technical Infrastructure Detailed Design - UAT - R1G3		20-May-16 A							
39	TEC-TR1-10950	DEL:Technical Infrastructure Design - UAT - R1G3									
40	TEC-TR1-913050	DEL:Process & Technical Design - R1G3		26-May-16 A							
41	TEC-TR1-912390	DEL:Technical Infrastructure Design - Preprod (Fujitsu) - R1G3		06-Jun-16 A							
42	TEC-TR1-911640	DEL:IIMS Functional Spec - R1G2		01-Jun-16 A							
43	TEC-TR1-40290	DEL:REM Configuration Complete - R1G3									
44	TEC-TR1-11020	DEL:Training Build Environment - R1G3		06-Jul-16 A							
45	TEC-TR1-911720	DEL:Integration Specification - R1G3		20-Jun-16 A							
46	TEC-TR1-911840	DEL:Requirements Traceability Matrix - R1G3		23-Jun-16 A							
47	TEC-TR1-910740	DEL:DTDI System Test TSR - R1G3		10-Aug-16 A							
48	TEC-TR1-913030	DEL:Product Gap Analysis - R1G3		12-Aug-16 A							
49	TEC-TR1-911680	DEL:Functional Specification - R1G3		22-Jul-16 A							
50	TEC-TR1-912990	DEL:IIMS Interface Spec - R1G2		01-Jun-16 A							
51	TEC-TR1-9170	DEL:Technology Event Matrix R1G2 (Placeholder)		25-Aug-16 A							
52	TEC-TR1-11690	DEL:UAT Build Environment - R1G3		09-Sep-16 A							
53	TEC-TR1-10540	DEL:NGIS Technical Infrastructure Design (TID) - R1G3		26-Sep-16 A							
54	TEC-TR1-910600	DEL:IIMS System Test TSR - R1G3		09-Sep-16 A							
55	TEC-R1-9080	DEL:BIA - Business Impact Assessment - R1G3		06-Sep-16 A							
56	TEC-TR1-910410	DEL:REM Mobile SAT Test Summary Report - R1G3		06-Oct-16							
57	TEC-TR1-11420	DEL:Pre-prod Environment Build (NGIS) - R1G3		14-Oct-16							
58	TEC-TR1-911740	DEL:Data Technical Analysis Output - R1G3		06-Sep-16 A							
59	TEC-TR1-910430	DEL: High Level Solution Design - R1G3		10-Oct-16							
60	TEC-TR1-913410	DEL:Update Project Management Plan - R1G3		10-Oct-16							
61	TEC-TR1-910480	DEL:Architecture Specification - R1G3		31-Oct-16							
62	TEC-TR1-911700	DEL:Non Functional design - R1G3		14-Oct-16							
63	TEC-TR1-11860	DEL: Production Environment Build (NGIS) - R1G3		07-Nov-16							
64	TEC-TR1-910360	DEL:NGIS Technical Infrastructure Detail Design (TIDD) - R1G3		07-Nov-16							
65	TEC-TR1-911800	DEL:Review & Sign off Implementation Strategy - R1G3		21-Oct-16							
66	TEC-TR1-911860	DEL:Implementation Plan - R1G3		10-Nov-16							
67	TEC-TR1-913390	DEL:Update RACI - R1G3		31-Oct-16							
68	Test		13-Jul-16 A	20-Dec-16							
69	Acceptance and Release		01-Jun-16 A	18-Nov-16							

	Remaining Work		Mile...
	Critical Remaining Work		Deliv...
	Physical % Complete		Sum...

Date	Revision	Ch...	App...
11-...	Draft - Version ...	TO	

Appendix D – Risk Management Plan

The risk management plan is documented in the ROC Program PMP and has been reproduced in this PIPP document

The risk management process aims to optimise the delivery of the ROC by balancing risks and benefits with the achievement of schedule, cost and performance goals. Risk management is conducted as an ongoing process throughout the ROC Program, providing appropriate focus for specific tasks.

The program applies the Sydney Trains Enterprise Risk Management framework to the management of program risks. A Risk Management Plan (RMP) has been produced to provide details of the processes adopted by the program in the identification, analysis, planning and subsequent management of risks. This includes:

- Risk management strategies within the program team and other stakeholders as necessary;
- Responsibilities and accountabilities for managing identified program risks; and
- Risk management documentation and reporting.

A single risk register within the DRICA-SB template is used to facilitate risk management. The input and management of content into this template follows four steps in the Risk Management methodology.

Risk Identification: The risks to the achievement of the ROC objectives can be identified and raised by anyone at any time. Those risks identified must be fed into the PMO who will facilitate the risk analysis process via stakeholder consultation. The majority of risks are raised however, through the use of structured risk review workshops facilitated by a risk specialist/professional and attended by relevant stakeholders. A number of workshops have been held over the Planning Phase covering the four work streams (Technology, Infrastructure, Transformation and Change, Solution Integration) and Program Management. These have been complemented by program wide workshops, ensuring all risks have been captured, managed and allocated appropriately. The work streams monitor the status of risk treatment plans at weekly work stream status meetings. Risk workshop(s) will be conducted at regular intervals and also at significant phase points in the program, such as prior to the construction phase of the ROC facility, or the technology ECI phase. The schedule of weekly work stream risk status reviews and monthly program/phase related risk workshops will continue throughout the program life cycle.

Risk Analysis: The risks identified are analysed to understand whether they will impact the overall achievement and delivery of the proposed benefits of the ROC by looking at their causes and studying their impact and consequences.

Risk Evaluation: Risks are evaluated in accordance with the Sydney Trains Enterprise Risk Management (ERM) Framework Requirement¹ and associated Risk Assessment Guide² to determine whether the level of risk is acceptable or tolerable.

Risk Treatment: Following analysis and evaluation, each risk is assigned a treatment (avoided, transferred, mitigated or accepted) and an associated set of controls. The controls focus primarily on the causes and secondly on the consequences where the causes cannot be adequately addressed. The controls are assigned an owner, who may or may not be the same as the risk owner, who takes overall responsibility for the mitigation of the risk.

Risks are included in the formal program reporting governance ensuring that stakeholders are kept regularly informed of all timely and relevant risks.

The overall risk management process to be applied can be summarised in the figure below.

¹ ERM-SR-01, System Requirement, Enterprise Risk Management, Version 1.1, 20/10/11

² ERM-GD-003, System Guide, ERM Risk Identification and Risk Assessment Guide, Version 0.3, 14/10/10

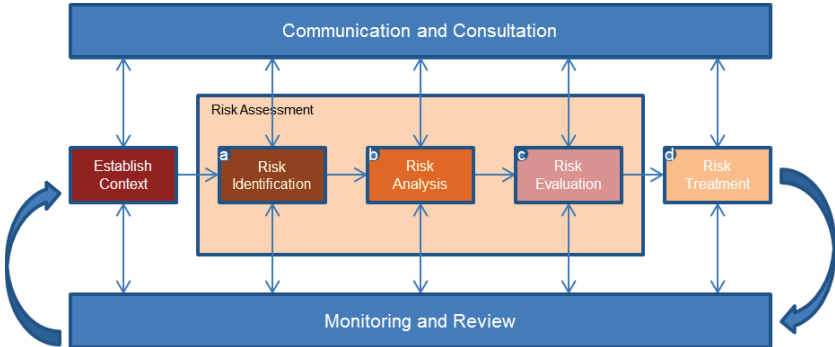


Figure: ERM risk assessment process as illustrated in AS/NZS ISO 31000:2009

Risk reviews will be carried out at a level and frequency within the program commensurate with the level of risk identified and its environment. Risks will also be assessed when there is any major change affecting, or potentially affecting the program. The below table illustrates a guideline of reviews on the ROC Program.

Risk / Issue Rating	Risk / Issue Review Frequency	Review by whom / Forum for discussion
A	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
B	Weekly / Monthly.	Weekly at a workstream meeting; Once a month at a program risk workshop facilitated by a Risk Specialist/Professional; and Once a month at a workstream risk workshop facilitated by a Risk Specialist/Professional.
C	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.
D	Monthly.	Monthly at a workstream risk workshop, facilitated by a Risk Specialist/Professional.

Appendix E – Milestone Acceptance Form



Appendix E -
Acceptance Form.doc



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix F – Documentation RACI

The below RACI summarises which party is accountable, responsible, consulted and informed for each deliverable for the detailed design phase.

R: Responsible	The organisation(s) who actually provides the appropriate input or content and has responsibility for task completion but not accountability for the task. The “doer” creates or contributes to the creation of the deliverable/activity/task/objective. Responsibility can be shared.
A: Accountable	The accountable organisation is ultimately answerable to the customer for the deliverable/activity/task/objective. Only one “A” can be assigned to an action. Also known as the “Owner” of the activity.
C: Consulted	The consult role is the organisation (typically subject matter experts) to be consulted prior to a final decision or action. Provides guidance, oversight, and/or knowledge before the work can be completed and/or signed-off, i.e. “In the Loop”
I: Informed	This is the individual (s) who need to be informed and kept updated on progress, i.e. “Keep in the Picture”

The following is the draft RACI previously used for the Detailed Design Agreement, less the Agreement and PIPP Deliverables. The Parties acknowledge and agree to retain the RACI for Detailed Design work required for Release 3.

#	Release 1 Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	R	A,R	C
8.	Release 1 Data Technical Analysis Outputs	R	A,R	R
9.	Updated Technology Implementation Strategy	R	A,R	C
10.	Release 1 Technology Implementation Plan (Template)	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Updated Project Management Plan	R	A,R	C
13.	RACI	C	A,R	C
14.	Updated Release 1 Product Gap Analysis	R	A,R	I
15.	Release 1 System Test Plan	R	A,R	C
16.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
17.	Technology Environment Management Strategy	R	A,R	C

18.	Operating Model	R	A,R	R
19.	Draft recommended ROC organisational structure	R	A,R	R
20.	Change Impact Analysis (Release 1)	R	A,R	C
21.	Release 1 Training Needs Analysis	R	A,R	C

	Release 1 Updated Detailed Design	Key Contractor	Contractor	Customer
1.	High Level Solution Design	R	A,R	C
2.	Release 1 Architecture Specification	R	A,R	C
3.	Release 1 Functional Specification	R	AR	C
4.	Release 1 Non-Functional Design	R	AR	C
5.	Release 1 Integration Specification	R	A,R	C
6.	Project Communication Plan for Release 1	C	A,R	C
7.	Release 1 Data Management Plan	C	A,R	C
8.	Release 1 Data Technical Analysis Outputs	C	A,R	R
9.	Technology Implementation Strategy	R	A,R	C
10.	Requirements Traceability Matrix updated for Release 1	R	A,R	C
11.	Technology Test Strategy	R	A,R	C
12.	Technology Implementation Plan	R	A,R	C
13.	Updated Project Management Plan	R	A,R	C
14.	RACI	R	A,R	C
15.	Updated Release 1 Product Gap Analysis	R	A,R	C
16.	Release 1 System Test Plan	R	A,R	C
17.	Technology Environment Management Strategy	C	A,R	C

	Release 1 T2 Deliverables	Key Contractor	Contractor	Customer
	R1-T2 Detailed Design Deliverables			
1.	Updated Architecture Specification	R	A,R	C
2.	Updated Functional Specification	R	A,R	C
3.	Updated Requirements Traceability Matrix	R	A,R	C
4.	Updated Integration Specification	R	A,R	C
5.	Updated Product Gap Analysis	R	A,R	C
6.	Updated Interface Design Specification per Interface	C	A,R	C
7.	Updated Non-Functional Design	R	A,R	C
8.	Interface Design Specification per Interface (Draft only, as this will be finalised in the build phase)	C	A,R	C
9.	Updated Data Technical Analysis Outputs	R	A,R	C

10.	RACI	C	A,R	C
11.	R1-T2 Master Test Plan Draft	C	A,R	C
	Release 1 – T2 Build Phase Deliverables			
12.	Interface Design Specification per Interface	C	A,R	C
13.	Updated Architecture Specification	R	A,R	C
14.	Updated Functional Specification	R	A,R	C
15.	Updated Non-Functional Design	R	A,R	C
16.	Updated Integration Specification	R	A,R	C
17.	Updated Data Technical Analysis Outputs	R	A,R	C
18.	Master Test Objective Matrix	R	A,R	C
19.	Updated Technology Implementation Plan	R	A,R	C
20.	Updated Project Management Plan	R	A,R	C
21.	RACI	C	A,R	C
22.	Updated Product Gap Analysis	R	A,R	C
23.	Updated Master Test Plan	C	A,R	C
24.	Updated Requirements Traceability Matrix	R	A,R	C
25.	Updated TIBCO Interface Design Specification	R	A,R	C
	Release 1 – T2 Testing Phase – System Testing Phase for TIBCO and other interfaces			
26.	Detailed Test Plan	C	A,R	C
27.	Test Objective Matrix	C	A,R	C
28.	Test Reporting	C	A,R	C
29.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – System Acceptance Testing			
30.	Test Reporting	R	A,R	C
31.	Test Summary Report	R	A,R	C
	Release 1 – T2 – Testing Deliverables – System Integration Testing			
32.	Detailed Test Plan	C	A,R	C
33.	Test Objective Matrix	C	A,R	C
34.	Test Cases	C	A,R	C
35.	Test Reporting	C	A,R	C
36.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Load and Performance Testing			
37.	Detailed Test Plan	C	A,R	C
38.	Test Objective Matrix	C	A,R	C
39.	Test Cases	C	A, R	C
40.	Work Load Matrix	C	A, R	C
41.	Test Scripts	C	A, R	C

42.	Test Reporting	C	A,R	C
43.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – User Acceptance Testing (UAT)			
44.	Detailed Test Plan	C	A,R	C
45.	Test Objective Matrix	C	A,R	C
46.	Test Cases	C	A,R	C
47.	Test Reporting	C	A,R	C
48.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Enterprise Release Management (ERM) Regression			
49.	Test Objective Matrix	C	A,R	C
50.	Test Reporting	C	A,R	C
51.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Operational Acceptance Training (OAT)			
52.	Test Summary Report	C	A,R	C
	Release 1 – T2 – Testing Deliverables – Security Testing			
53.	Test Recommendation Report	C	A,R	C
	Release 1 – T2 – Release and Deployment Deliverables			
54.	Review Implementation Review Report	R	A,R	C
55.	Handover to Support Plan	C	A,R	C

	Release 1 New Deliverables	Key Contractor	Contractor	Customer
	Build Phase			
1.	Release 1 Technology Implementation Plan	R	A,R	C
2.	Interface Documentation for SIRI	A,R	C	C
3.	Shadow Data Base Documentation	A,R	C	C
4.	Interface Documentation for Notification Functionality (REM)	A,R	C	C
5.	Documentation of the REM Data Model	A,R	I	I
6.	User Manual for Emergency Management Client (EMC)	A,R	I	I
7.	User Manual for Data Management Client (DMC)	A,R	I	I
8.	User Manual for Web Portal	A,R	I	I
9.	User Manual for REM Mobile 2016.R1	A,R	I	I
10.	IMS (REM 2016.R1) Licensed Software	A,R	C	C

11.	Licensed Software (REM Mobile 2016.R1)	A,R	C	C
12.	Data Configuration Work Packages	C	A,R	C
13.	Configuration Validation Results	C	A,R	C
14.	REM Data Configuration Change Management Specification	C	A,R	C
	Release 1 Data Management Deliverables			
15.	Preparation of source data	C	A, R	C, I
16.	Validation and loading of source data	C	A, R	C, I
17.	Development of SQL scripts	C	A, R	C, I
18.	Unit testing of SQL scripts	C	A, R	C, I
	Release 1 Data Profiling Deliverable			
19.	Data Profiling Report	C	A, R	C, I
	Release 1 Data Configuration Deliverables			
20.	System Deliverables 1 - an environment populated with a clean set of configured data	C	A, R	C
21.	System Deliverables 2 - an environment populated with a clean set of configured data	C	A, R	C
	REM Mobile Non-Production Deployment			
22.	REM Mobile Software Update (QR Code deployment)	A, R	I	I
23.	REM Mobile Configuration Process Documentation	A, R	C	C
24.	REM Mobile Deployment Process Documentation	A, R	C	C
25.	REM Mobile Hand-over to support Documentation (handover of non-production processes & procedures)	A, R	C	C
26.	Update of REM Mobile Functional Specification (2016.R1)	A, R	C	I
27.	Update of REM Mobile Test Objective Matrix (2016.R1)	A, R	C	I
28.	Update of REM Mobile User Manual (2016.R1)	A, R	C	I
29.	Update of Requirements Traceability Matrix (2016.R1)	A, R	C	I
	REM & REM Mobile 2016.R2			
30.	REM System/Software Delivery (REM Release 2016.R2)	A, R	C	C
31.	REM System/Software Delivery (REM Mobile 2016.R2)	A, R	C	C
32.	Update of Gap Analysis (REM and REM Mobile Release 2016.R2)	A, R	C	C
33.	Update of Functional Specification (REM and REM Mobile Release 2016.R2)	A, R	C	C
34.	Update of Interface Documentation for SIRI (REM 2016.R2)	A, R	C	C
35.	Interface Documentation for Notification Functionality (REM 2016.R2)	A, R	C	C
36.	Update Documentation of the REM 2016.2 Data Model	A, R	I	I
37.	Update of User Manual for Emergency Management Client (EMC) (REM 2016.R2)	A, R	I	I
38.	Update of User Manual for Data Management Client (DMC) (REM 2016.R2)	A, R	I	I
39.	Update of User Manual for REM Mobile (REM Mobile 2016.R2)	A, R	I	I

40.	Update Requirements Traceability Matrix for REM 2016.R2	A, R	C	C
41.	Test Summary Report for System Test (REM Release 2016.R2)	A, R	I	I
42.	Test Summary Report for System Test (REM Mobile 2016.R2)	A, R	I	I
	Testing Deliverables			
	SAT			
43.	SAT Test Objective Matrix	A,R	C	C
44.	SAT Test Cases	A,R	C	C
45.	SAT Test Summary Report	A,R	C	C
	System Testing for TIBCO and Other Interfaces			
46.	Detailed Test Plan	C	A,R	C
47.	Test Objective Matrix	C	A,R	C
48.	Test Cases	C	A,R	C
49.	Test Reporting	C	A,R	C
50.	Test Summary Report	C	A,R	C
	SIT			
51.	Detailed Test Plan	C	A,R	C
52.	Test Objective Matrix	C	A,R	C
53.	Test Cases	C	A,R	C
54.	Test Reporting	C	A,R	C
55.	Test Summary Report	C	A,R	C
	Load and Performance Testing			
56.	Detailed Test Plan	C	A,R	C
57.	Test Objective Matrix	C	A,R	C
58.	Work Load Matrix	C	A, R	C
59.	Test Scripts	C	A, R	C
60.	Test Reporting	C	A, R	C
61.	Test Summary Report	C	A,R	C
	User Acceptance Testing			
62.	Detailed Test Plan	C	A,R	C
63.	Test Objective Matrix	C	A,R	C
64.	Test Cases	C	A,R	C
65.	Test Reporting	C	A,R	C
66.	Test Summary Report	C	A,R	R
	Enterprise Release Management (ERM) Regression			
67.	Test Objective Matrix	C	A, R	C
68.	Test Reporting	C	A, R	C
69.	Test Summary Report	C	A,R	C
	Operational Acceptance Testing			

70.	Detailed Test Plan	C	C	A,R
71.	Test Objective Matrix	C	C	A,R
72.	Test Cases	C	C	A,R
73.	Test Summary Report	C	C	A,R
	Security and Penetration Testing			
74.	Detailed Test Plan	C	C	A,R
75.	Test Objective Matrix	C	C	A,R
76.	Test Cases	C	C	A,R
77.	Test Summary Report	C	C	A,R
	Cross Stream Testing			
78.	Detailed Test Plan	C	C	A,R
79.	Test Objective Matrix	C	C	A,R
80.	Test Cases	C	C	A,R
81.	Test Summary Report	C	C	A,R
	Deployment Deliverables			
82.	Handover To Support Plan	R	A,R	C
83.	Post Implementation Verification Report	C	A,R	C
	Training			
84.	Train the Trainer Training Material	A,R	C	I
85.	System Administration Train Material	A,R	C	I
86.	Application Administration Training Material	A,R	C	I

#	IMS Remediation Deliverables	Key Contractor	Contractor	Customer
	IMS Remediation – Build Phase Deliverables			
1.	Interface Design Specification per Interface	C	A,R	C
2.	Updated Architecture Specification	R	A,R	C
3.	Updated Functional Specification	R	A,R	C
4.	Updated Non-Functional Design	R	A,R	C
5.	Updated Integration Specification	R	A,R	C
6.	Updated Data Technical Analysis Outputs	R	A,R	C
7.	Updated Master Test Objective Matrix	R	A,R	C
8.	Updated Technology Implementation Plan	R	A,R	C
9.	Updated Project Management Plan	R	A,R	C
10.	Updated RACI	C	A,R	C
11.	Updated System Test Plan	C	A,R	C
12.	Updated Requirements Traceability Matrix	R	A,R	C

IMS Remediation – Testing Phase – System Testing Phase for TIBCO and other interfaces				
13.	Detailed Test Plan	C	A,R	C
14.	Test Objective Matrix	C	A,R	C
15.	Test Cases	C	A,R	C
16.	Test Reporting	C	A,R	C
17.	Test Summary Report	C	A,R	C
IMS Remediation– Testing Deliverables – System Integration Testing				
18.	Detailed Test Plan	C	A,R	C
19.	Test Objective Matrix	C	A,R	C
20.	Test Cases	C	A,R	C
21.	Test Reporting	C	A,R	C
22.	Test Summary Report	C	A,R	C
IMS Remediation – Testing Deliverables – Load and Performance Testing				
23.	Detailed Test Plan	C	A,R	C
24.	Test Objective Matrix	C	A,R	C
25.	Test Cases	C	A,R	C
26.	Work Load Matrix	C	A,R	C
27.	Test Scripts	C	A,R	C
28.	Test Reporting	C	A,R	C
29.	Test Summary Report	C	A,R	C

#	MDAM Feasibility Deliverable	Key Contractor	Contractor	Customer
1.	Mobile Device Application Management Whitepaper	R	A,R	C

Appendix G – Acceptance Criteria

1. Approval Criteria for Project Preparation Phase

The Approval Criteria for the Deliverables under the Project Preparation Phase are as follows:

- a) the Deliverable is in a 'readable' format (both soft copy and hardcopy);
- b) the Deliverable is complete, to the extent the Deliverable can be completed; and
- c) there are no major Defects in the Deliverable.

2. Acceptance Criteria for Document Deliverables

2.1. Standard List of Approval Criteria

2.1.1. The Acceptance Criteria for all document Deliverables are as follows:

- a) the Deliverable conforms to the agreed template as agreed in the Project Preparation Phase or as agreed after the Project Preparation Phase (if applicable);
- b) that all sections of the document are complete;
- c) the Deliverable meets the criteria listed in the relevant Deliverables section (of this PIPP, where stated);
- d) the Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Deliverable;
- f) detailed approval criteria will be documented by the end of Week 2 of the Detailed Design Phase, following the completion of the initial Customer/Contractor workshops.

2.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

2.1.3. AAD for a document that is a Deliverable occurs when that document is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

3. Approval Criteria for other Deliverables

3.1.1. The Acceptance Criteria for Deliverables other than document Deliverables are the acceptance criteria for those Deliverables as set out in the Deliverables developed in the relevant Detailed Design Phase for that Deliverable, or any other criteria that may be necessary to demonstrate that the Deliverable meets the Requirements.

Appendix H – Testing Baseline

See embedded document: ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)



ROC-BCT-SG-0001
v2.0_ROC Program T



Rail Operations Centre Program Test Management Framework

Program Management Document Control

Project or Program	Rail Operations Centre (ROC)
---------------------------	------------------------------

Document Ownership Information

TRIM#

Capital Register ID	3141.02	
Sponsor	Howard Collins, Chief Executive	Sydney Trains
Sponsor's Delegate	TBC	Future Network Delivery Directorate
Program Director	Matt McInnes, ROC Program Director	Future Network Delivery Directorate

Document Name and Version Control

(Circulated versions only)



Document Name & Location		<u>ROC-BCT-SG-0001 v2.0 ROC Program Test Management Framework (Approved)</u>	
Version	Date	Author	Reason for Issue / Changes Included
v0.1	12 Dec 2014	Simon Baker	Initial draft for internal program review
V0.2	13 Jan 2015	Simon Baker	Updated with feedback from internal Program review
V1.0	15 Jan 2015	Simon Baker	Updated with feedback from Stefano Bianchini for distribution to technology vendors participating in HLSD
V1.1	27 Nov 2015	Simon Baker	Updated for internal Program review
V1.2	6 Mar 2016	Simon Baker	Updated with feedback from internal Program review and reissued for internal Program endorsement
V1.3	23 Mar 2016	Simon Baker	Version internally endorsed by the Program. Shared with external Program stakeholders for review
V2.0	15 April 2016	Simon Baker	Updated with feedback from external Program stakeholder review and reissued for external Program stakeholder endorsement

Document Approvals, Endorsements and Distribution






Stakeholders are requested to approve/endorse this document as an agreed ROC Program Test Management Framework baseline as at ROC Release 1, Gate 2. That is, the document outlines a Test Management Framework which is appropriate for the ROC Program and upon which subsequent, more detailed test planning documentation should be based. In the event thinking in relation to the Test Management Framework changes in a material way throughout the life of the ROC Program, this document will be iterated and redistributed for review, approval/endorsement to provide an updated baseline.


Note – Resources named below are requested to share this document within their domain(s) as required. This document may need to be socialised with new vendors engaged on the ROC Program after it has been baselined for ROC Release 1, Gate 2.

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	Name	Position	Division/Group	Capacity	Role	Signature	Date
1	Matt McInnes	ROC Program Director	ROC Program, Customer Service Directorate	Service Provider	Approver	 RE Draft ROC Program Test Manage	16 Mar 2016
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14	Mark Pigot	Technology Program Manager, ROC Program	ROC Program, Customer Service Directorate	Service Provider	Endorser	 FW Draft ROC Program Test Manage	15 Mar 2016
15	Andrew Parker	Infrastructure Program Manager, ROC Program	ROC Program, Customer Service Directorate	Service Provider	Endorser	 RE Draft ROC Program Test Manage	15 Mar 2016
16	Phil Everingham	PMO Snr Project Manager, ROC Program	ROC Program, Customer Service Directorate	Stakeholder	Endorser	 RE Draft ROC Program Test Manage	15 Mar 2016

Distribution

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19	Heath Mulholland	Train Planning Manager	Operations Planning, Operations Directorate	Stakeholder	Distribution
20	Steve Chay	RMC Manager,	Network Operations, Operations Directorate	Stakeholder	Distribution
21	Carl Hill	Portfolio Manager Service Delivery Practice	Application Portfolio Delivery, Finance & Corp Services Directorate	Stakeholder	Distribution

Glossary of Terms and Abbreviations

Term/Abbreviation	Description
AEO	Authorised Engineering Organisations
ASA	Asset Standards Authority
BAFO	Best and Final Offer
BAU	Business As Usual
BCP	Business Continuity Plan
CAB	Change Approval Board
CIMS	Customer Information Management System
CMP	Configuration Management Plan
COTS	Configurable Off The Shelf
DRICA-SBA	Register of Dependencies, Risks, Issues, Changes, Actions, Scope, Benefits & Assumptions
DTP	Detailed Test Plan
DTTS	'Day of Operations' Train Timetabling System
E2E	End To End
ERM	Enterprise Release Management
HLSD	High Level Solution Design
HP ALM	HP Application Lifecycle Management
IAP	Infrastructure Assurance Plan
REM	Incident Management System
L&P	Load & Performance
NFR	Non-Functional Requirement
ONRSR	Office of the National Rail Safety Regulator
OVDS	Operational Visual Display System
PCR	Program Change Request
PCE	Phase Containment Effectiveness
PEFM	Project Execution Framework Methodology. PEFm (TfNSW) templates are used in Sydney Trains IT as the Technology layer (System Development Lifecycle) for IT projects or projects with an IT component
PIV	Post Implementation Verification
PMLC	Project Management Life Cycle. PMLC (Sydney Trains) templates must be used when seeking Capital funding approval through the establishment of business cases to analyse, justify, track and report on costs and benefits for the investment of Sydney Train projects.
Program	ROC Program
PT	Performance Testing
QAS	Quality Assurance Services
QTP	Quick Test Professional
RfP	Request for Proposal
RMP	Requirements Management Plan
RMC	Rail Management Centre
ROC	Rail Operations Centre
ROC Solution	The baseline ROC Solution Design defines the ROC Solution Scope of delivery for technology, people and process, and infrastructure to achieve the desired program outcomes and to realise the end benefits in accordance with the business and stakeholder expectations.

Term/Abbreviation	Description
RQA	Requirements Quality Assurance
SAPF	Systems Assurance & Planning Framework
SIT	System Integration Testing
SME	Subject Matter Expert
SoW	Statement of Work
ST	System Testing
T&C	Transformation & Change
Test Cycle	Test execution for a phase is divided into Test Cycles. Each Cycle of execution will have an agreed number of test cases which will be executed during the cycle within the specified duration of the phase.
TEMS	Technology Environment Management Strategy
TfNSW	Transport for NSW
TID	Technical Infrastructure Design
TOM	Test Objectives Matrix
TSR	Test Summary Report
UAT	User Acceptance Testing
UI	User Interface
UT	Unit Testing

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1 Executive Summary

This document positions the ROC Program Test Management Framework within the high level context of the ROC Program:

- Solution
- Team structure
- Release Strategy
- Systems Assurance and Planning Framework (SAPF)

The ROC Program solution will include the following components:

- New technology systems, integrated with existing technologies
- New ways of working including new Business processes and organisational structure
- New infrastructure including property and operational technology systems

All these components must ultimately combine to form a ROC Solution which can be demonstrated to be safe, complete, correct and fit for purpose. While the Program has been structured into delivery streams, with this outcome in mind it follows stream deliverables should be produced in the context of the final solution from requirements, through to design, build, testing and acceptance.

The SAPF is a series of plans which outline how assurance will be applied across the ROC Program. Verification and Validation (V&V) is one of many methods by which the ROC Program will assure deliverables. Testing is a sub-set of V&V and as such is an important element of the ROC Program's overall assurance strategy.

This document outlines how ROC Program testing will be delivered and fit within the wider Program approach to V&V and the SAPF.

The ROC Program Test Management Framework reflects the ROC Program Team structure. Within streams, components of the solution should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components. This pattern will continue until stream deliverables are brought together and the solution tested as a whole.

Progressive assurance and testing will help build both the Business and Program confidence required to implement the solution into Business operations and 'go-live'.

2 Introduction

2.1 ROC Overview

The Rail Operations Centre (ROC) is a Sydney Trains led program seeking to improve management of 'day of operations' activities and improve the delivery of services for Sydney Trains, NSW Trains and their customers via the delivery of:

- Infrastructure: a new ROC building
- People: co-location of 'day of operations' functions into the ROC
- Technology: four new system capabilities
- Processes: new improved ways of working enabled by all of the above

2.2 ROC Vision

The ROC Program supports the strategy of Transport for New South Wales (TfNSW), Sydney Trains, and NSW Trains to transform the customer experience in line with their vision of "putting the customer at the heart of everything we do".

Better coordination, communication, and management will be achieved through the ROC, which will co-locate teams and transform the processes, systems, and communications for 'day of operations' functions. This co-location is expected to include computer based signalling locations, train control, security, customer information, fleet management, asset monitoring and incident response functions.

The transformation will deliver consistent, accurate, timely and up to date information to customers about delays and enable faster incident resolution and service recovery. It will provide the operational management of the Sydney Trains network with a highly coordinated customer focus and will support the realisation of benefits from future initiatives including major infrastructure programs, the Rail Futures Strategy and future business model changes.

2.3 ROC Program Delivery Structure

Given the complexity of the ROC Program a robust governance structure is required. The ROC Program has been set up with an organisational structure which aims to:

- Ensure appropriate oversight of the program's continual performance
- Enable effective and informed decision making from stakeholders outside of the delivery structure.

Program delivery has been organised into five streams, with overarching program management governance:

- Infrastructure - delivery of the physical building and its supporting infrastructure
- Technology - delivery of the four new core systems and integration into existing systems
- Transformation and Change - new ROC processes, people and organisational structures
- Solution Integration - program assurance and delivery of program benefits within acceptable risk tolerance
- Business Continuity & Program Testing - delivery of Business Continuity capability and Cross Stream Testing

The early phases of the technology program have been broken up as follows:

- High Level Design – A period of approximately five weeks commencing in early January 2015 in which two consortiums of vendor(s) worked with the ROC Program to develop parallel High Level Solution Designs (HLSD) and a BAFOs, among other deliverables

- Detailed Design – Following the parallel High Level Design Phase technology vendor(s) were down selected to participate in the Detailed Design Phase

2.4 ROC Technology Systems

The ROC 'day of operations' model will be supported by four new technology systems, integrated with each other and into the existing Sydney trains technology environment:

- 'Day of Operations' Train Timetabling System (DTTS) - Provides computerised support for monitoring services and managing service disruptions.
- Incident Management System (REM) - Provides computerised support for identification of incidents, assignment of priority, allocation of pre-planned workflows, tracking of progress, escalation and reporting.
- Customer Information Management System (CIMS) - Provides a single source of truth for customer information and the co-ordinated distribution of planned service details as well as service disruption information over multiple channels.
- Operational Visual Display System (OVDS) - Provides an integrated monitoring capability. It supports the creation of virtual walls containing the output from multiple source systems.

In addition to meeting the business needs and capabilities of the ROC, the new systems will also support international transport-based integration standards and allow for future expansion into computer based traffic management.

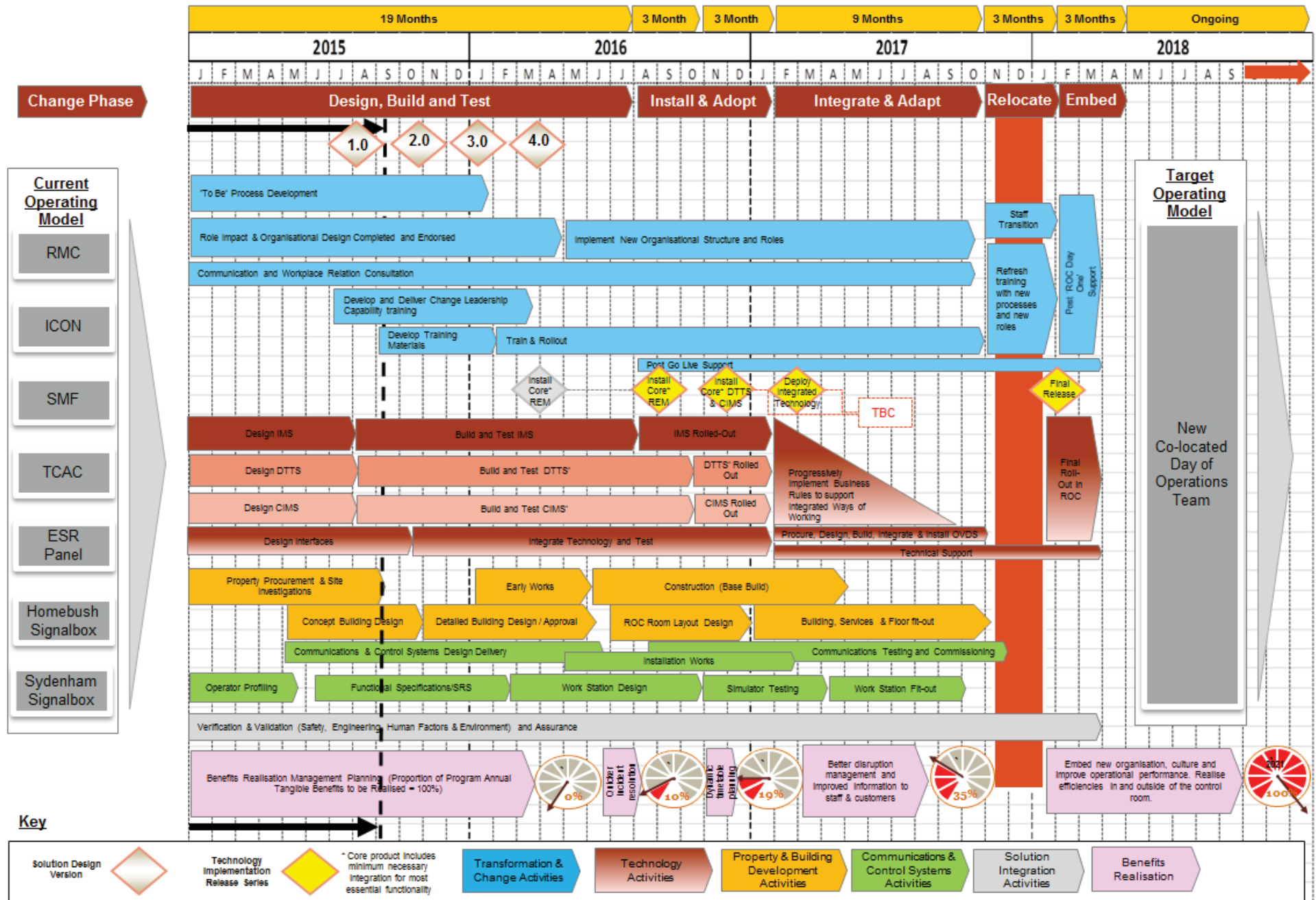
The first three of these four systems capabilities listed above are described as sub projects in the context of the ROC technology procurement process. These three sub projects and a Systems Integrator role formed the scope of the ROC Technology Request for Proposal (RfP).

2.5 ROC Program Principles

The following principles underpin the technology program design and implementation approach:

- The overarching philosophy of the technology program is to "Buy not Build" technology capability to meet the identified business needs
- New technology systems to be introduced will be 'off the shelf' to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to 'out of the box' as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies
- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit, the level and rate of impact on affected users
- The program will avoid a "big-bang" implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided business benefits associated with the new technology can be realised

These Principles are reflected in the sample ROC Implementation Roadmap shown on the following page. The roadmap is expected to evolve over the life of the Program. An update to the roadmap will not necessarily trigger a reissue of the Program Test Management Framework.



2.6 ROC Program Releases

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases:

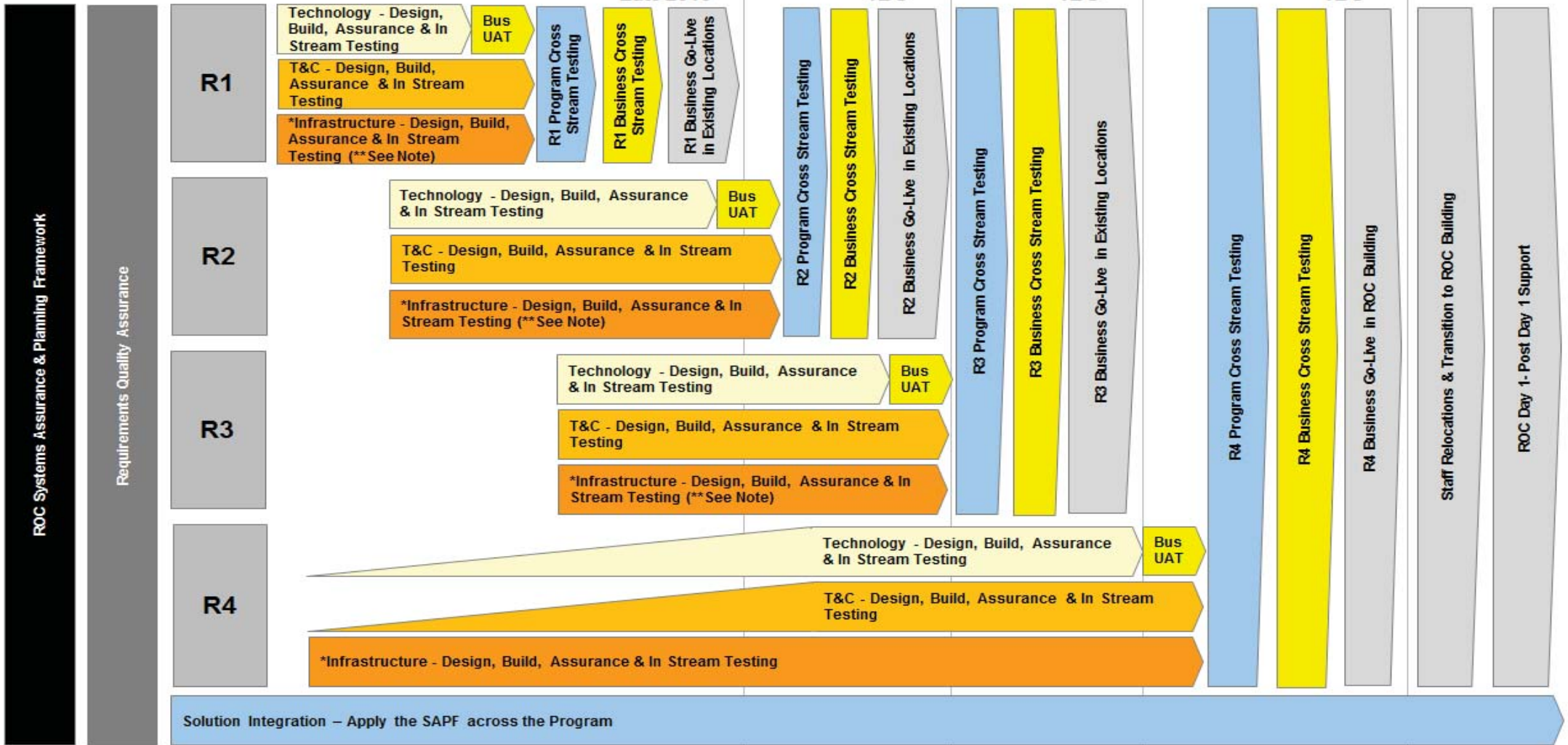
Release	Timing	Description
Release 1	Late 2016	A new incident management system to help staff who work in supporting the moving or controlling of trains to communicate, collaborate and resolve incidents faster, providing a better service to customers. The system will facilitate the resolution of incidents in real time.
Release 2	Mid 2017	A new 'day of operations' timetabling system to support train controllers in planning to recover service from a disruption. A new customer information system to provide a single source of information for service line status and service alerts for all customer and staff channels, including mobile apps, websites, Station Passenger Information screens and Variable Message Screens.
Release 3	Late 2017	Incident management, timetable changes and customer information is fully integrated with existing systems and alerts. Incidents and timetable changes are linked to customer information providing real time information.
Release 4	First Half 2018	Progressively move business functions into new ROC building.

2.7 ROC Program Test Principles

To support the ROC Program principles, wherever possible the following test principles will be applied throughout the Program:

- ROC Testing should align to Program Schedule milestones and support the Program Implementation Strategy
- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components
- Where solution components derived from requirements are tested, traceability of tests to requirements and test coverage of requirements should both be demonstrable
- Test phases will build on previous test phases to help assure the final solution delivered is safe, complete, correct and fit for purpose
- A risk based approach will be applied to testing. Test cases should be prioritised into essential, high, medium and low based on risk and be executed in priority order so far as it is feasible to do so
- For applicable test phases, Program testing should occur prior to business testing. Benefits of this approach include:
 - Using professional testers to identify defects prior to business testing will reduce business resource 'testing fatigue'
 - Build Program confidence prior to business exposure
 - Duration and iterations of business testing should be reduced
 - Business resources initial experience is positive
 - Positive word of mouth from Business testers back to their teams
- Any elements of the ROC solution(s) which are to be implemented into current operating locations should be 'Cross-Stream' tested to demonstrate the ROC solution including technology, processes, roles and infrastructure is safe, complete, correct and fit for purpose prior to implementation into business operations
- The ROC solution including technology, processes, roles and infrastructure should be 'Cross-Stream' tested from the new ROC building to demonstrate the solution is safe, complete, correct and fit for purpose prior to day one of operations
- Testing for each Release will conclude at the completion of Cross-Stream testing
- Any Business readiness activities conducted after Cross-Stream testing are not test phases. The intent of these activities will be to confirm business readiness rather than identify and resolve defects
- Program testing should include an approach to monitor and log variances in technology network performance between different sites (RMC, ICON, SMF, ROC Technology Test Lab, Belmore, ROC Building and Signal Boxes) which may adversely impact operational performance
- Test delivery should be planned so as to not compromise the organisation's ability to manage the 'day of operations'

These Principles should be applied to all major and minor releases delivered by the ROC Program as appropriate, are reflected in the ROC Program Test Management Framework Overview Diagram shown below and are referenced throughout this document.



Stream deliverables to be designed, built, assured and/or tested include but may not be limited to:

<p>Technology</p> <ul style="list-style-type: none"> - IMS - DTTS - CIMS - OVDS - Existing Application Changes - Integration - DR 	<p>Transformation & Change</p> <ul style="list-style-type: none"> - Current Processes - Future Processes - Interim/DR Processes - IR/OD Strategy - Role Definitions - Workload Baseline & Assessment - Procedures - Work Instructions - SME Training Dev & Delivery - End User Technical Training Dev & Delivery - End User Behavioural Training Dev & Delivery 	<p>Infrastructure</p> <ul style="list-style-type: none"> - Property - Control Room Floor - Support Spaces - Facilities - Control Systems - Services - Utilities - DR 	<p>* In Stream Infrastructure testing will comply with Australian Standards, Sydney Trains &/or TfNSW Engineering specifications & processes in order to achieve required certification and /or regulatory compliance.</p> <p>**Note – It remains to be seen whether the Infrastructure stream will deliver any solution components for R1, R2 or R3.</p>	<p>Business Continuity & Program Testing</p> <ul style="list-style-type: none"> - Program Test Management Framework - Program BCP Strategy 	<p>Solution Integration</p> <ul style="list-style-type: none"> - Program Roadmap - Program Safety Change Plan - Program Requirements Integration Plan - Program Integrated Configuration Plan - Program Quality Assurance Plan <p>Note – Dates are based on draft v3 of the Program Roadmap, which may be subject to change</p>
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ROC Program Test Management Framework

2.8 Stakeholder Resource Involvement

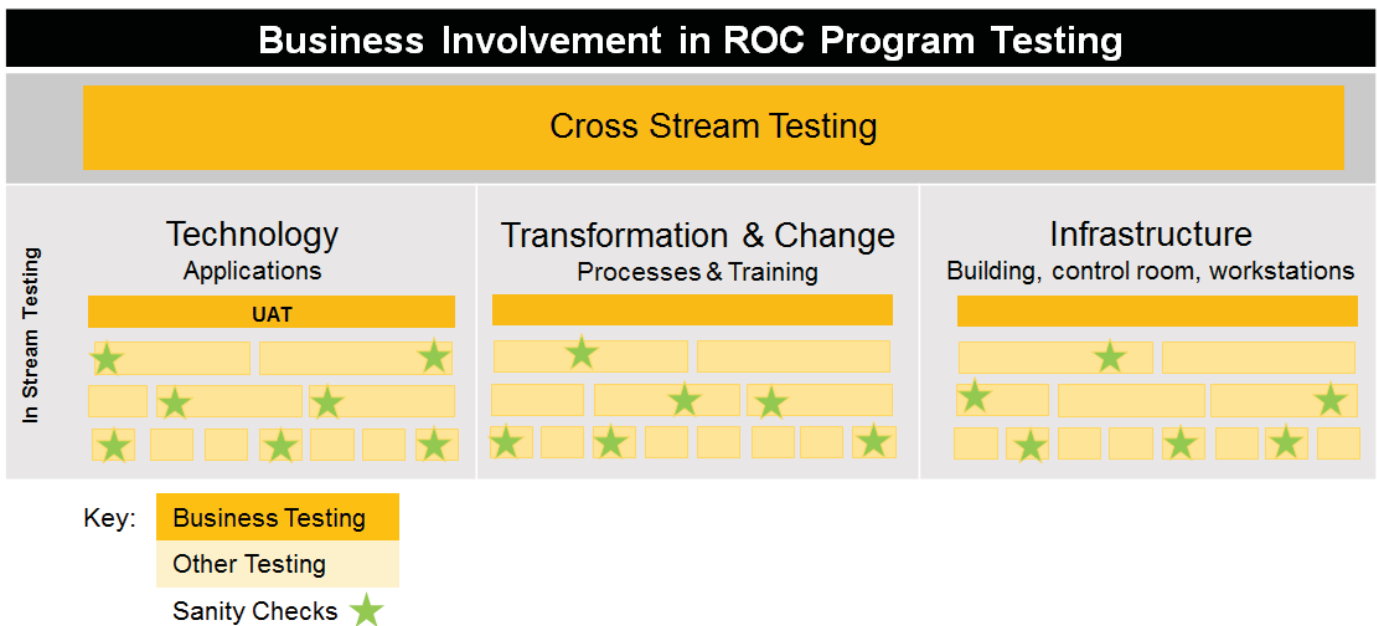
The testing of ROC Program solution components is expected to occur in layers in line with the ROC Program test principle restated below:

- Solution components should be tested as early as possible and in isolation if possible, allowing subsequent testing to focus on the interface, integration and interaction of previously tested components

From a testing perspective it is anticipated stakeholders will be involved in a number of ways including:

- Review and approval of Test Planning documentation and artefacts
- Informal engagement and involvement in sanity checking the proposed solution throughout design, build and testing
- Formal participation in User Acceptance Testing
- Formal participation in Cross Stream Testing

This participation is illustrated in the diagram below:



3 Background

3.1 ROC Program Systems Engineering Approach

The scope and complexity of the ROC Program creates a broad range of conditions and contexts each ROC stream will operate within. The Program has adopted a systems engineering approach to address this challenge, with each delivery stream applying lower level methodologies as appropriate:

- The Infrastructure stream has adopted a systems engineering framework.
- The Technology stream utilises a systems architecture based practice (PEFM), however this methodology is domain specific and additional linking concepts have had to be established to enable traceability between Technology systems architecture and other streams.
- The Transformation and Change and Program Management Office requirement sets are not typically expressed in architectural terms. To manage this disconnect, new concepts and interfaces have been established to represent the artefacts produced in these streams within an architectural framework that is compatible with their respective methodologies.

The overarching systems engineering approach will assure the validity and quality of the total ROC Solution and is currently reflected in:

- The ROC Component Model
- The ROC Service Delivery Design Blueprint
- The ROC Systems Assurance and Planning Framework

3.2 The ROC Component Model

The ROC solution can be thought of as an integrated set of components being developed and delivered by streams of the ROC Program. The solution, along with interfaces and dependencies between components are described within the ROC Solution Design.

As streams develop components of the solution they will maintain consistency with the broader ROC Solution by ensuring components accurately cross reference any dependent components from within their own stream or another stream.

The ROC Component Model is represented by Figure 1 on the following page and described in more detail within the ROC Service Delivery Design Blueprint.

Delivery

Support

Infrastructure

Technology

T & C

Soln Integn

Change Visibility

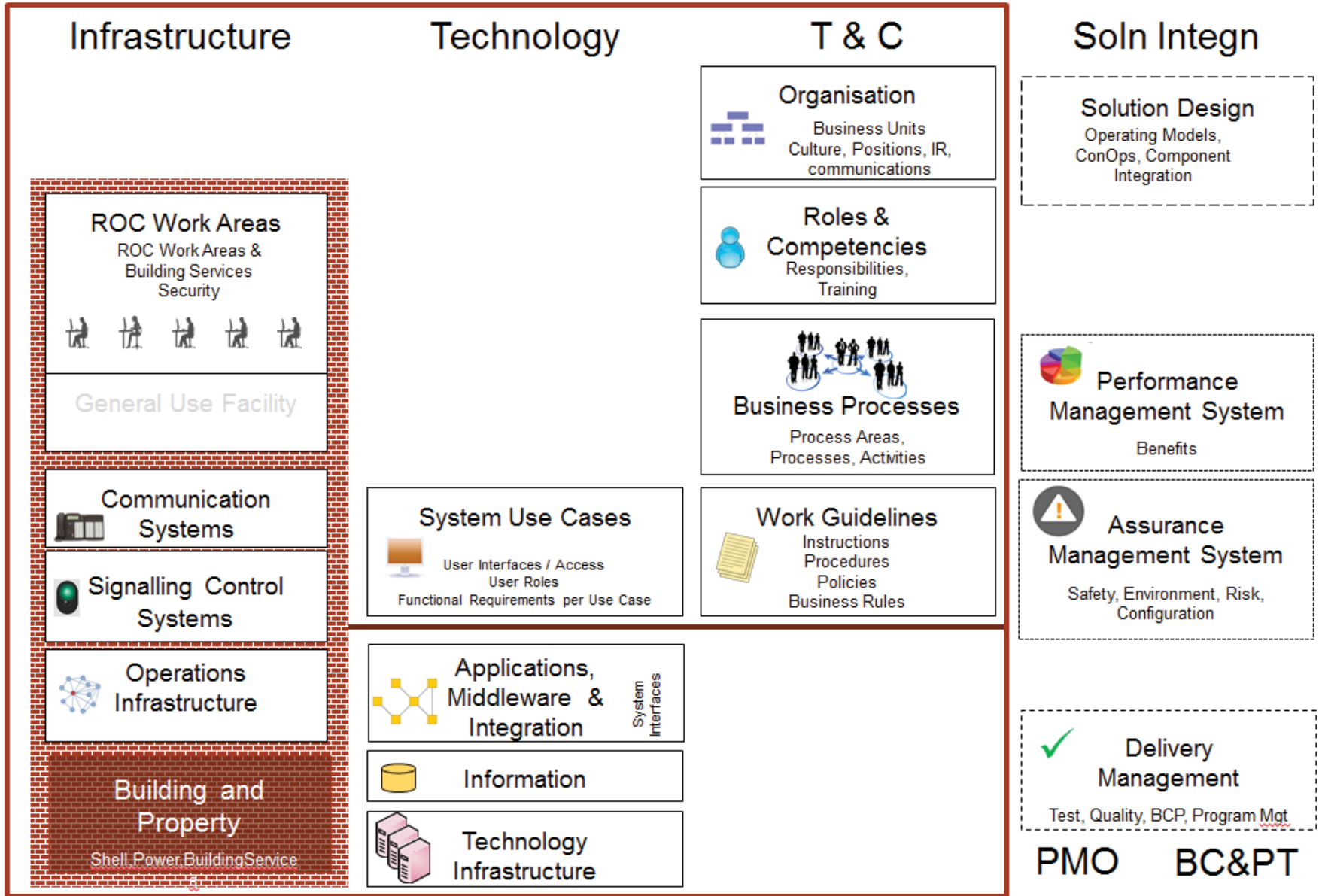


Figure 1

3.3 The ROC Service Delivery Design Blueprint

The ROC Service Delivery Design Blueprint will define a detailed logical design of the targeted solution and end state.

It establishes a holistic architecture which includes references to the types of requirements and deliverables/components of each program stream, as well as the relationships and interfaces between them.

The blueprint can be used to logically test the end to end traceability and completeness of the ROC Solution. It provides assurance components both satisfy stream requirements and also support the integrity of the ROC Program Solution as a whole. The tool allows the ROC Program to monitor key dependencies and align program activities. The blueprint includes:

- Organisational structure - roles, positions, responsibilities, accountabilities, competencies and training
- Decision support requirements - system use cases, end user acceptance testing, overall fitness for purpose
- Infrastructure - control systems and facilities design
- Stakeholder communication and governance
- Compliance and safety, legislation, policy, procedures and work instructions
- Benefits realisation

Another key benefit of this holistic architecture is that it can enable logical testing of a range of different future state scenarios (e.g. performers playing new roles, using new business processes and systems, operating from new facilities).

The service delivery design blueprint may evolve throughout the Program lifecycle. The current version is represented by Figure 2 on the following page.

ROC Program Test Management Framework

3.4 The ROC Systems Assurance and Planning Framework

While the ROC Service Delivery Design Blueprint gives the Program a detailed conceptual picture of the overall solution and targeted end state, the ROC Systems Assurance and Planning Framework (SAPF) informs the Program as to how the blueprint will be implemented.

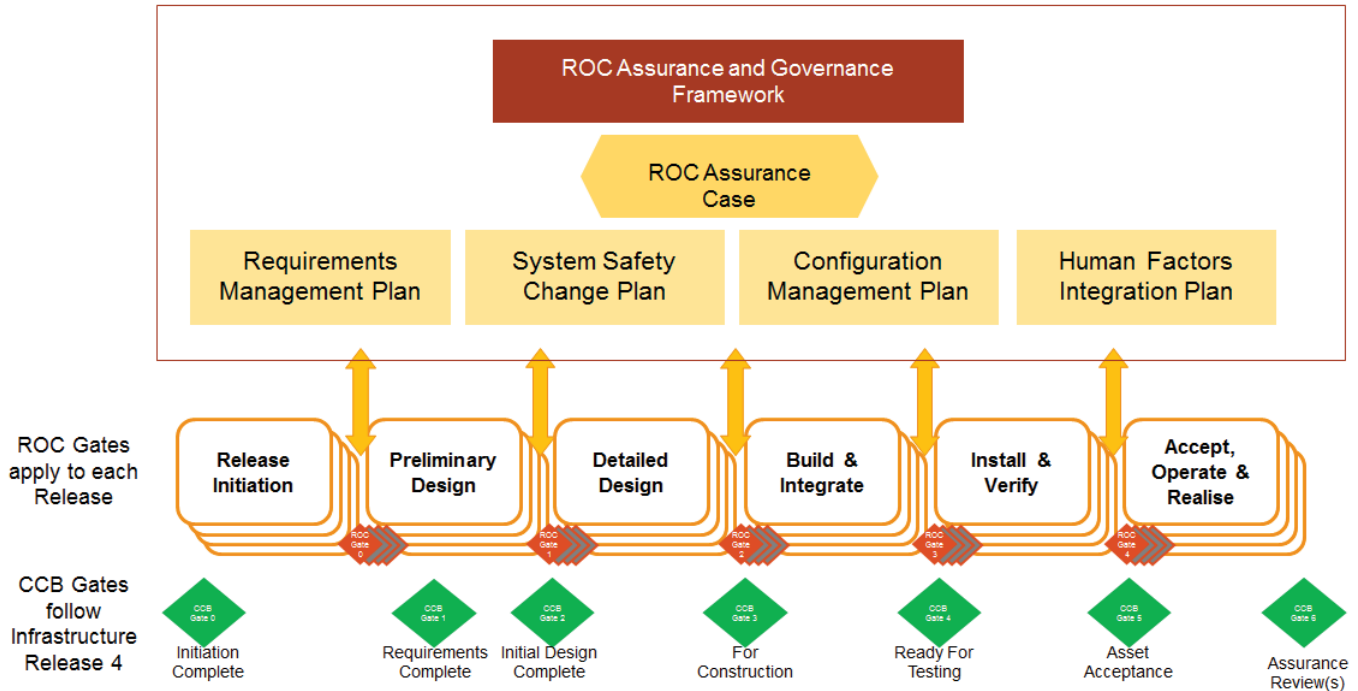
The SAPF is made up of a number of plans including:

- Assurance & Governance Plan
- Requirements Management Plan (RMP)
- Configuration Management Plan (CMP)
- System Safety (Safety Change) Plan
- Human Factors Integration Plan

The SAPF will provide the framework around systems assurance and planning for the ROC Program, helping ensure delivery of the blueprint is compatible with the needs of Program requirements traceability management.

The framework may also include any other plans which will enable the ROC Program to demonstrate assurance to governance bodies and acceptance authorities. Two additional documents which will be produced to supplement the SAPF are the ROC Program Verification & Validation Plan and the ROC Program Test Management Framework (this document).

A conceptual diagram which represents the current, agreed version of the SAPF is presented below.



3.5 ROC Program Phases and Gates

To deliver an integrated Program the ROC will need to blend traditional program management approaches with the following assurance approaches:

- Transport ASA CMAAC gates for Asset Integrity
- Sydney Trains Engineering and System Integrity CCB Hierarchy
- PMLC / PEFM
- Finance Approvals Process
- Managing Successful Programs / Prince2
- The Open Group architecture development method (TOGAF)
- Defence Capability Development (MODAF, DODAF, AUSDAF)

The ROC Program is proposing a set of consistent Phases and Gates which align with external compliance gates as outlined in the diagram below:

Program Delivery Phases & Indicative Deliverables

Program Establishment

Business Case, Business Requirements Specification, Concept of Operations, Current/Future Processes L1-3, Business Changes, Benefits [CMAAC 0]

Program Initiation

System Capabilities (High Level Requirements), Infrastructure SRS, Major System Option Evaluations (vendor qualification), Infrastructure Options, Roadmap / Release Strategy, Systems Assurance Plan, Assurance Case, Current Processes L1-4 [CMAAC 1]

Release Initiation

Establish Release Strategy, High Level Scope and Assumptions, Establish Release Working Group

ROC Gate 0

Preliminary Design

Release specific scope: business requirements (in scope), high level requirements (in scope), IT architecture design, current processes in scope, organisation, infrastructure elements, assurance case level 1-3
Design: Future state process patterns, organisation design principles
Detailed design plans for all detail design artefacts

ROC Gate 1

Detailed Design

Developing detailed requirements & design to build: functional reqs, system use cases, interfaces, architectures, sub system SRS, architect designs, future state process level 4, org design & change plan, role definitions, positions, competencies, test scenarios, assurance case L4, assurance scenarios
Detailed plans for all Build & Integrate artefacts including training plan, test plan...

ROC Gate 2

Build & Integrate

Build and integrate systems, build human performance capability, build facilities
Position definitions, establishment, IR, Procedure writing, Provide training to build competency, Workflow config, Unit, System, Integrated, test
Detailed plans for all Install & Verify artefacts including E2E test verification, safety assurance verification...

ROC Gate 3

Install & Verify

Capabilities are available in the live environment (including DR and BCP) but are not in use
Final verification and assurance, acceptance by external compliance stakeholders

ROC Gate 4

Accept, Operate & Realise

Business accepts into service, operational usage commences - people performing new jobs, major systems being used, hand off to BAU, cumulative performance and benefits tracking

Program Close

Conclude benefits tracking, full BAU hand over for operations and maintenance

Per Release

ROC Program Test Management Framework

3.6 ROC Program Verification & Validation

Verification and Validation (V&V) will be applied across a number of ROC Program deliverables. In the context of the SAPF and the ROC Program V&V Plan, there will be many methods by which the Program will assure the quality of deliverables including:

- Documentation review and sign off
- Engineering certification
- Regulatory and legislative compliance
- Various types of testing and test phases
- Combinations of the assurance methods listed above

In the context of the wider Systems Engineering approach, ROC Program testing will be one method by which the Program will:

- Assure the solution and end state delivered are safe, complete, correct and fit for purpose
- Assure Sydney Trains is adequately prepared for the implementation of the solution (or elements of the solution) into business operations

The focus of the ROC Program Test Management Framework is the sub-set of Program deliverables which will be assured by testing.

The ROC Program V&V Plan will:

- Reflect the stream deliverables to be assured in line with the SAPF
- Propose the method by which each deliverable will be assured

Just as the SAPF overarches the ROC Program V&V Plan, the Program Test Management Framework overarches In-Stream and Cross-Stream testing. Where a deliverable is to be assured by testing, it is expected the types of test planning documentation illustrated in the table below will be produced.

ROC System Assurance & Planning Framework		
ROC Program Verification & Validation Plan		
ROC Program Test Management Framework		
Technology Test Strategy	At the time of writing no T&C deliverables have been identified which will be assured by in-stream testing	Infrastructure Test Strategy
Technology Release Test Plans		Infrastructure Sub-Stream Test Plans
Technology Detailed Test Plans		Infrastructure Detailed Test Plans
Technology Test Summary Reports		Infrastructure Test Results
Technology Test Artefacts		Infrastructure Test Artefacts
Cross Stream Test Strategy		
Cross Stream Detailed Test Plans		
Cross Stream Test Summary Reports		
Cross Stream Test Artefacts		

3.7 Test Documentation and Artefact Deliverables

Further to this Program Test Management Framework, for deliverables which will be assured by testing it is expected the following types of documentation and artefacts may be produced:

Deliverable	Deliverable Description	Deliverable Type & Approval Method
Test Strategy	Test Strategy documents apply to the Program and should align to the Program Test Management Framework. The strategy details the overall testing scope, approach, tools, environments, test management procedures, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream. These elements should combine to outline a test strategy which will provide objective evidence the new or changed service meets stakeholder requirements.	Document - Review & Approval
Master Test Plan (MTP)	Master Test Plans apply to a Release and should align to the Program Test Management Framework and the Test Strategy. For each Release the Master Test Plan details the testing scope, approach, tools, environments, metrics, roles, responsibilities and schedule for test phases to be delivered by each stream.	Document - Review & Approval
Detailed Test Plans (DTP)	DTP's should be produced for each test phase and align to the Test Strategy and Master Test Plan. They provide details around the schedule, scope, approach and technical considerations. The DTP identifies resource requirements, communicates roles and responsibilities and articulates the time frames tasks need to be performed within. Any deviation from the Test Strategy or MTP should be highlighted in the DTP.	Document - Review & Approval
Test Objectives Matrix (TOM)	Test objectives can be derived from the business, functional and/or system requirements depending on the test phase. Test Objectives must be mapped to Requirements Traceability Matrix (RTM) for traceability and to demonstrate coverage of requirements. The Test objectives describe "what is to be tested".	Document - Review & Approval
Test Cases	The scenarios to be executed during testing. Test cases are derived from and should cover of the test objectives, including both positive and negative scenarios. Test cases include details around 'how' the testing will be executed in order to meet the test objective(s). They should be written at a level that takes into account the experience of the tester and the risk level of the test. Existing artefacts should be leveraged wherever possible when preparing test cases.	Document - Review & Approval
Test Results	Specific test results, like screenshots, application reports & logs required in order to verify the execution outcome of a test case. Test results will be produced for each test case executed and be stored in HP ALM, including pass/fail status.	Artefact – Approved via Review & Approval of the TSR
Defects	Each defect identified during testing will be documented in the HP ALM defect Management system, where progress and resolution will be tracked.	Artefact – Approved via Review & Approval of the TSR
Periodic Status Reports	Regular reports which outline test status, progress, major issues, resource issues and any schedule impacts. The test statistics and analysis support daily management and evaluation of test status and corrective action where required in order to meet milestone delivery dates.	Artefact –Review & Approval not required
Test Summary Report (TSR)	A report produced at the conclusion of a test phase to summarise test results measured against the test exit criteria for the test phase.	Document - Review & Approval
Automation Test Suites	Suite(s) of automation test scripts. Creation commences during System Integration Testing for reuse in subsequent integration test phases	Artefact – Approved via Review & Approval

4 Document Information

4.1 Document Evolution

In January 2015 representatives from within the ROC Program agreed an interim version of this document (v1.0) was fit to inform technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early, high level view of the test framework which will be applied to the ROC Program. Vendor(s) required a clear understanding of their responsibilities in relation to testing in order to produce a Best and Final Offer (BAFO) early in 2015. The BAFO was one of a number of deliverables vendor(s) produced during High Level Design and was an important input in the context of Sydney Trains technology vendor evaluation and selection criteria.

This next iteration has been produced to:

- Reflect the evolution in thinking related to the Program Test Management Framework between January 2015 and January 2016
- Align with ROC Release 1, Gate 2 deliverables
- For internal and external Program stakeholder review and approval to provide an agreed Program baseline

This document may need to be updated within the lifecycle of the ROC Program if thinking around the Program Test Management Framework evolves in a material way. An outline of the evolution the document has been through and may go through in the future is outlined below:

- V0.1 – First draft internally reviewed by the ROC Program team
- V1.0 – Document updated with feedback from the review of v0.1. Agreed interim version was issued to inform technology vendors at the commencement of the program High Level Design Phase
- V1.1 – Document updated for Release 1, Gate 2 milestone and internally reviewed by the ROC Program team
- V1.2 - Document updated with feedback from the review of v1.1 and distributed for internal Program endorsement
- V1.3 - Document distributed for external stakeholder review
- V2.0 – Document updated with feedback from external stakeholder review and distributed for endorsement/approval by internal and external Program stakeholders to provide an agreed baseline

This approved baseline would then be subject to change control. If thinking around the Program Test Management Framework evolves in a material way as the program moves through the Design and Delivery Phases, further iterations of this document may be produced for review and approval.

If updates are required, a new version of the document will be formally issued to stakeholders both internal and external to the ROC Program for review and feedback. The document would then be updated based on feedback from the review and reissued for formal sign off to provide a new agreed baseline. At any point in time the approved ROC Program Test Management Framework should serve as a reference for subsequent, more detailed testing documentation which will be produced by the Program.

4.2 Document Purpose

This document provides a high level view of the in-stream testing to be performed within each Program delivery stream. It also outlines how these tested components will be brought together for cross-stream testing to verify the E2E ROC solution at a Program level.

Producing the second iteration of this document for the Release 1, Gate 2 milestone limits the level of detail which can be included as the following types of information may not be fully defined:

- Implementation and Support Contracts with selected technology vendor(s)
- Outputs of the Program Detailed Design phase(s)
- Data Architecture
- ROC Program BCP Strategy
- Program Implementation Plans and Release Management Strategy
- Program Test Environment Management Plan

Despite these limitations, there are a number of benefits in developing a second iteration of the Program Test Management Framework for Release 1, Gate 2 including:

- Providing Program stakeholders with an early, high level view of how ROC Program components will be tested in order to gain high level agreement around the Program Test Management Framework
- Establish an agreed framework around test approach, language and guidelines upon which subsequent, more detailed testing documentation will be based
- Define test management and governance procedures and controls for the ROC Program

Given the different disciplines in play across the ROC Program it is unlikely a 'one size fits all' approach to testing will be appropriate. It is not the intention of this document to be prescriptive or mandate a specific approach across the entire Program. This framework should be applied to Program Testing where it is appropriate to do so. Accepted approaches from different domains and disciplines can be integrated into this framework as required.

Note - In the event of any inconsistencies between this document and the contract(s) with Program vendor(s), the terms of the contract(s) shall prevail to the extent of the inconsistency.

4.3 Document Scope

This document will provide a high level view of the testing required in order to gain acceptance to implement Releases of the ROC Program solution into Business operations.

Required activities which occur as part of the implementation/deployment process or post operational go-live will be within the scope of the ROC Program, but outside the scope of this document. Examples include:

- Post Implementation Verification (PIV) is an activity undertaken as a step in the Production Implementation Plan to verify technology system(s) have been successfully deployed to the Production environment, are ready for business operations to 'go-live' and deployment roll back is not required. PIV will be detailed within implementation documentation
- Handover and acceptance of technology application maintenance and support to Team(s) within Sydney Trains

4.4 Intended Audience

The ROC Program Test Management Framework has a broad audience including:

- The ROC Program Team
- ROC Program vendor(s)
- Impacted areas and stakeholders within Sydney Trains
- Impacted areas and stakeholders outside Sydney Trains
- Interdependent Programs

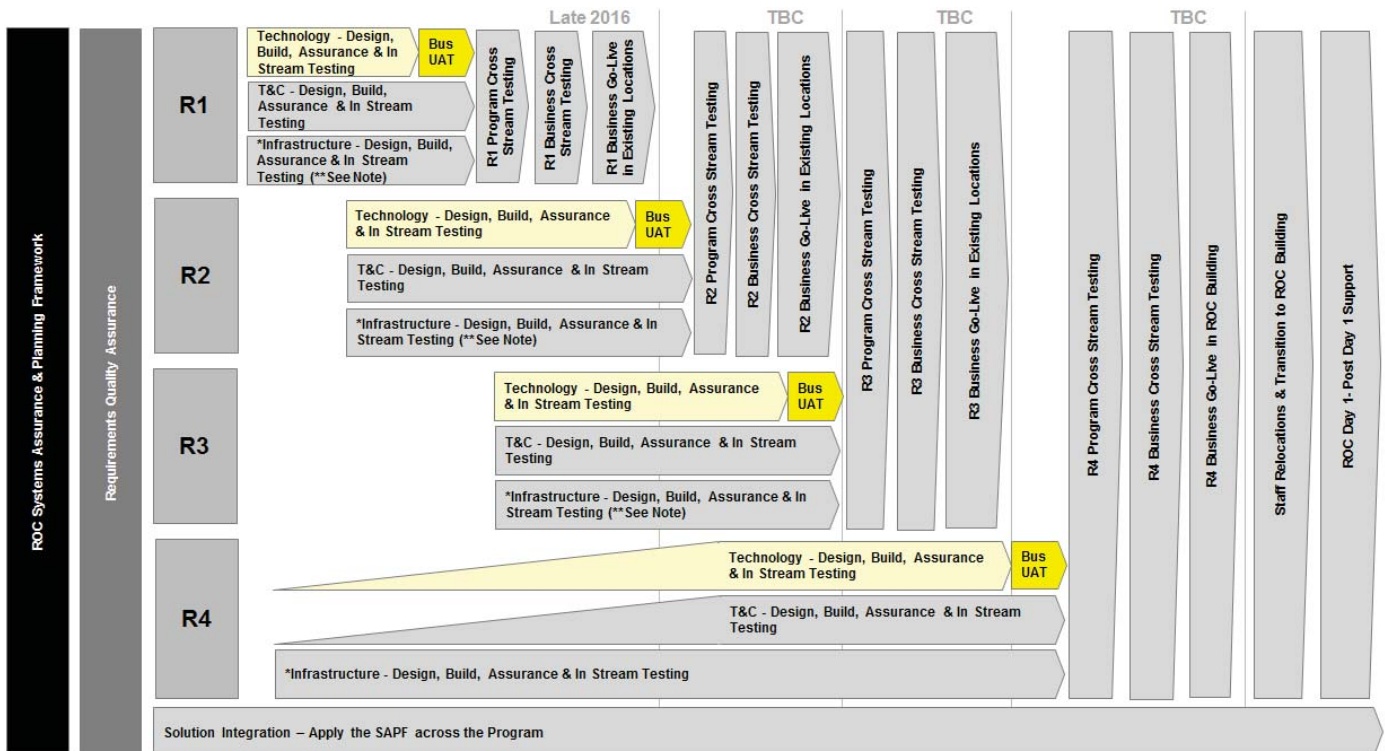
This audience and their respective roles and responsibilities are outlined in the 'Document Approvals, Endorsement and Distribution' section of this document.

ROC Program Test Management Framework

5 In-Stream Technology Testing

In-stream testing refers to the testing performed on the solution components of a single ROC Program delivery stream.

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Technology testing refers to the areas indicated below:



The ROC Technology Stream went to market with an RfP to deliver four sub-projects:

- SP1 – Day of Operations Train Timetabling System (DTTS)
- SP2 – Incident Management System (REM)
- SP3 – Customer Information Management System (CIMS)
- SP4 – Systems Integrator

In addition, the Technology Stream will also deliver:

- Operational Visual Display System (OVDS)
- Changes to existing Sydney Trains applications

Some of the Systems Integrator early documentation deliverables include:

- ROC Technology Test Strategy - An overview of the testing which will be applied to new technology systems and changes to existing systems, including the quality target metrics technology deliverables will be measured against.
- ROC Technology Environment Management Strategy (TEMS) - The non-Production environments required to support the Test Strategy and deliver the Program, including how the environments are to be managed.
- System Test Plans - Testing which is to be applied to new technology systems and changes to existing systems up to and including System Acceptance Testing.

For early Program planning purposes the ROC Roadmap has the Program being delivered via four Releases. It is anticipated each technology system/change delivered will progress through the test phases listed below, which are detailed further within Appendix B of this document.

- Shakedown Testing
- Unit Testing (UT)
- System Testing (ST)
- System Acceptance Testing (SAT)
- System Integration Testing (SIT)
- Load & Performance Testing (L&P)
- Security & Penetration Testing (S&P)
- Automated Regression Testing
- Program User Acceptance Testing
- Business User Acceptance Testing

To ensure the integrity of component being tested, in conjunction with each test phase it is also expected an appropriate level of regression testing will be performed.

This approach will need to be ratified during the program Detailed Design Phase(s), then reflected in the ROC Technology Test Strategy document and subsequent Technology test planning documentation and artefacts.

The ROC Program will seek to produce consistent technology testing related documentation deliverables, particularly when these deliverables are to be reviewed by stakeholders outside of the Program. Sydney Trains/ROC Program templates should be used as a benchmark, be modified as little as possible and by mutual agreement.

Technology In-Stream testing and assurance will include formal business acceptance of Technology Stream components. On a Release by Release basis, assured technology components will be brought together with assured components from the T&C and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Technology, T&C and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

5.1 Technology In-Stream Testing – Release 4

The early and gradual ramp up of Technology In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions into existing locations. As these new technologies will transition into the ROC facility once it has been built, the Technology Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology

Stream to validate infrastructure designs against Technology components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

5.2 Configurable Off the Shelf (COTS) Products and Defects

The ROC Program principles which underpin the technology design and implementation approach are restated below:

- The overarching philosophy of the technology program is to “Buy not Build” technology capability to meet the identified business needs
- New technology systems to be introduced will be ‘off the shelf’ to the extent that is practicable. i.e. configuration of Licensed Software, not changes to source code
- New technology business processes will be implemented as near to ‘out of the box’ as is practicable i.e. the existing business process will change to align with the processes that are provided with new systems
- The above principles apply provided there is no breach of regulatory requirements or internal policies

In response to these principles, the Program’s technology RfP sought to identify products which could deliver the required functionality via configuration of COTS products without the need to customise the base products. Despite this, the risk remains detailed design, build and testing could identify required functionality which can only be delivered via a change to the underlying COTS products. Given the lead time required to change the base product can be much greater than the time required to change product configuration, this represents a potential risk to the Program schedule.

The Program Test Management tool will be set up to clearly differentiate between:

- Defects which can be resolved via changes to product configuration
- Defects which need to be resolved via a change to the underlying COTS product

While the ROC Program may raise, track and manage both types of defects in HP ALM, fixes for the latter are expected to be delivered via product vendor roadmap(s) and internal processes. These activities would be cross referenced and tracked in HP ALM.

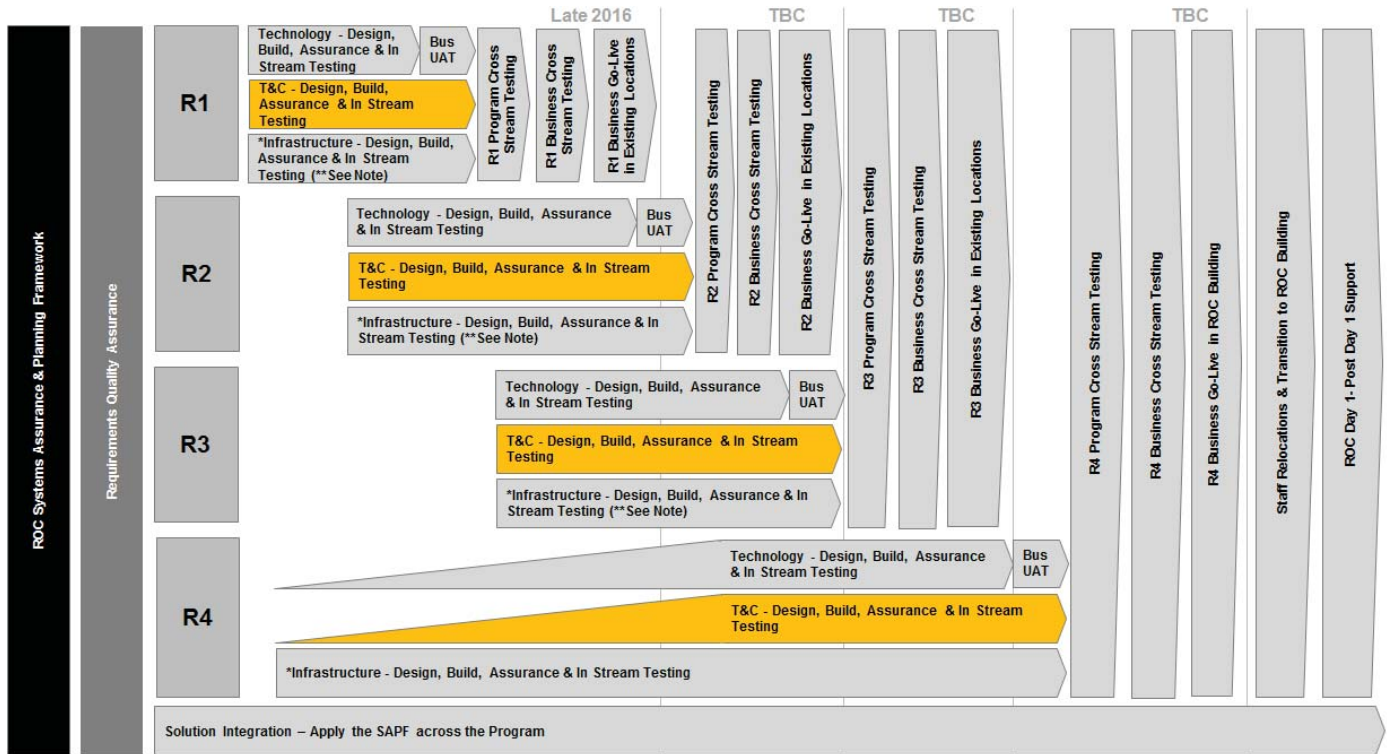
5.3 Enterprise Release Management

Within Sydney Trains, technology changes being delivered to the Production environment fall under Enterprise Release Management (ERM), which co-ordinates the scope of Enterprise Releases, impact assessments and gates Release content. One of the gates changes must pass through is the Change Approval Board (CAB), which provides the final approval required prior to Production deployment. It is anticipated ROC driven technology changes including both new systems and changes to existing applications will fall under ERM and require CAB approval prior to being deployed to Production.

ROC Program Test Management Framework

6 In-Stream Transformation and Change Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Transformation and Change (T&C) testing refers to the areas indicated below:



The T&C Stream solution components which are expected to require a level of assurance include:

- Current Processes & Future Processes
- Interim/BCP Processes
- IR/OD Strategy
- Role Definitions
- Workload Baselining & Assessment
- Procedures
- Work Instructions
- SME Training Dev & Delivery
- End User Technical Training Dev & Delivery
- End User Behavioural Training Dev & Delivery

Under the SAPF, the T&C Stream will develop an assurance strategy and plan(s) which will articulate the method by which each of these components will be assured.

On a Release by Release basis, the following T&C components will be used to verify technology systems delivered meet business requirements by testing the technology within the context of business processes and roles.

- Role Definitions
- Future Processes
- Procedures
- Work Instructions

As such, these T&C components will form the basis of Technology UAT scenarios and will need to be adequately assured within the T&C Stream to ensure they are mature enough to be relied upon as inputs to Technology UAT design.

T&C In-Stream testing and assurance will include formal business acceptance of T&C Stream components. On a Release by Release basis, assured T&C components will be brought together with assured components from the Technology and Infrastructure Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the T&C, Technology and Infrastructure Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

6.1 T&C In-Stream Testing – Release 4

The early and gradual ramp up of T&C In-Stream Assurance and Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

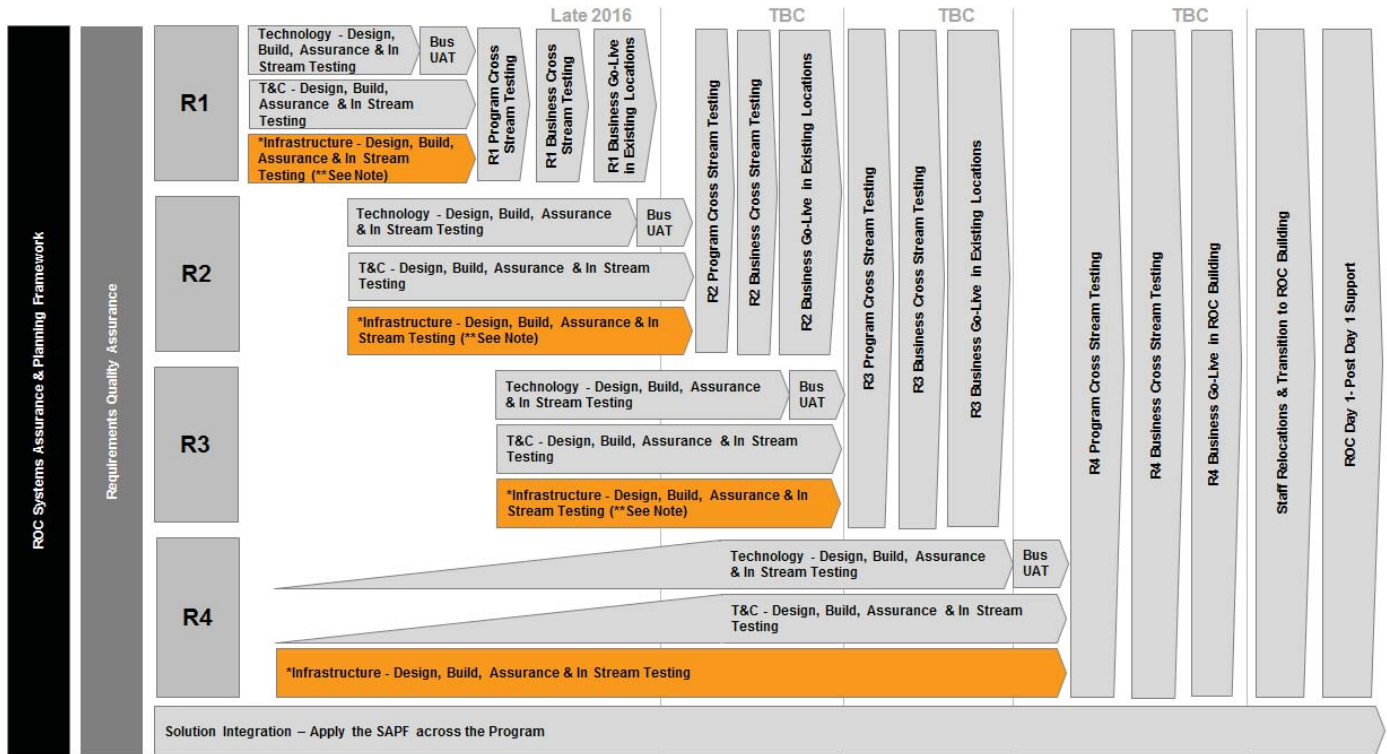
Releases 1, 2 & 3 will deliver new processes and ways of working into existing locations. As these new ways of working will transition into the ROC facility once it has been built, the T&C Stream is in fact delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the T&C Stream to validate infrastructure designs against T&C components for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

ROC Program Test Management Framework

7 In-Stream Infrastructure Testing

In the context of the ROC Program Test Management Framework Overview Diagram, in-stream Infrastructure testing refers to the areas indicated below:



The ROC Program Infrastructure Stream has been structured into three sub-streams being:

- Operational Technology Systems
- Signalling Control Systems
- Property, including Security, Architecture, Building Shell and Building Systems

While the primary focus of the Infrastructure Stream will be delivery of the new building and the systems which reside within it, there may also be Infrastructure components delivered as part of Releases 1, 2 & 3.

Each Infrastructure sub-stream is expected to produce a number of components which will require testing and assurance. Under the SAPF, the Infrastructure Stream has developed an Infrastructure Assurance Plan (IAP), which articulates the method by which each of these components will be assured.

Where In-stream testing of Infrastructure components is required, it will be undertaken as part of the commissioning and testing processes which will be carried out by the ROC Infrastructure delivery stream. These processes must comply with Australian Standards, Sydney Trains and/or TfNSW Engineering Specifications and achieve required certification(s) and/or demonstrate regulatory compliance as required.

Infrastructure In-Stream testing and assurance will include formal business acceptance of Infrastructure Stream components. On a Release by Release basis, assured Infrastructure components will be brought together with assured components from the Technology and T&C Streams. Just as technology systems are packaged and tightly versioned and controlled throughout the testing process, as the components from other streams are brought together the package being tested can be thought of as a combination of components from the Infrastructure, T&C and Technology Streams given the 'solution' being delivered and tested is a combination of new roles, using new business processes, technology and infrastructure.

Learnings gained during testing which bring about a change to any baselined component of the solution will need to be managed under the Program Configuration Management Plan to ensure the impact of the change on other components of the solution is assessed and addressed where required to maintain the integrity of the solution as a whole.

7.1 Infrastructure In-Stream Testing – Release 4

The early and gradual ramp up of Technology and T&C Assurance and In-Stream Testing for Release 4 represents the relationship which exists between Releases 1, 2 & 3 and the end state, Release 4.

Releases 1, 2 & 3 will deliver new technology solutions and new ways of working into existing locations. As these new technologies and ways of working will transition into the ROC facility once it has been built, is the Technology and T&C Streams will in fact be delivering elements of the Release 4 solution as they are delivering Releases 1, 2 & 3. As such, the solutions implemented in these earlier Releases will inform the design of the new facility.

Given the considerable lead time around design and build of the facility, assurance of Infrastructure Stream solution components will rely on iterative interaction with the Technology and T&C Streams to validate infrastructure designs against the components of these streams for Releases 1, 2 & 3. Early on this interaction might be largely assumption based. As Releases 1, 2 & 3 are delivered, many of these assumptions will be replaced by elements of the solution which have been implemented into existing locations and will be inputs to the Infrastructure Design.

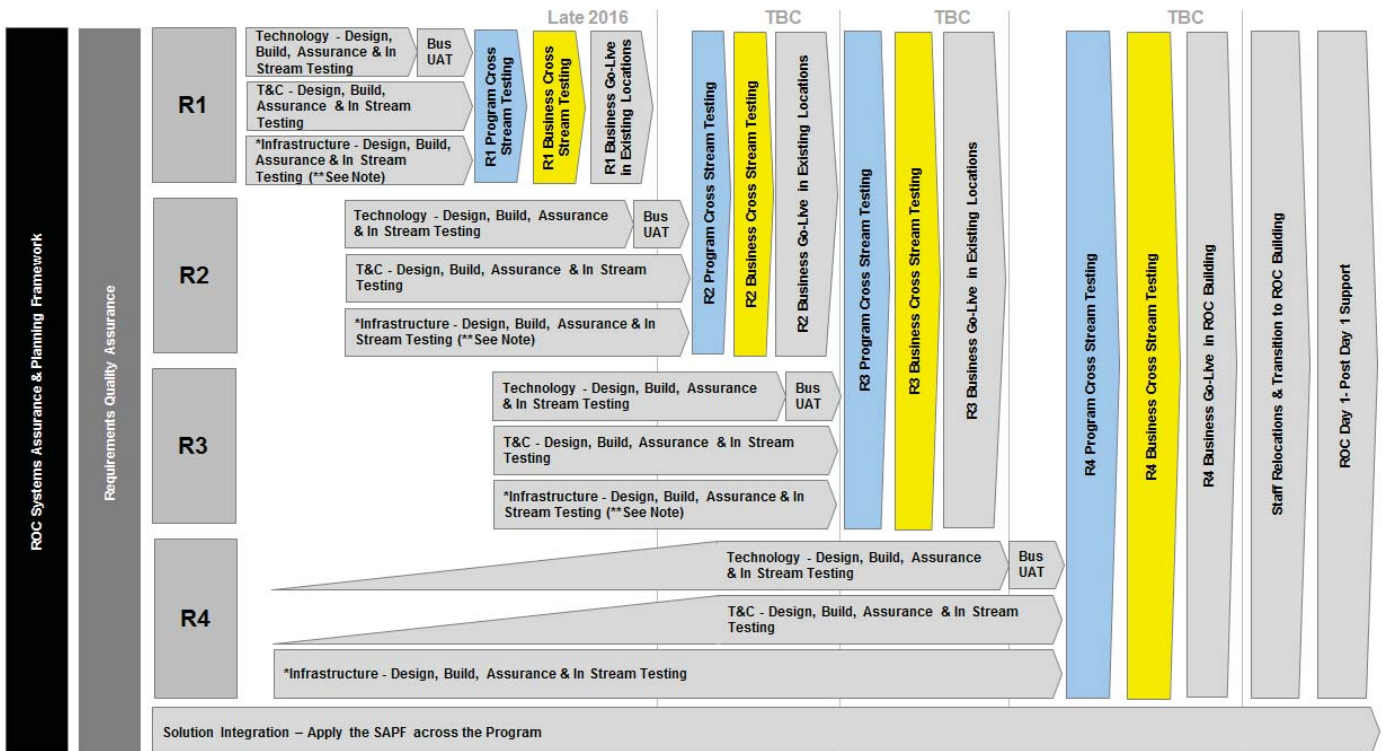
ROC Program Test Management Framework

8 Cross-Stream Testing

Cross-Stream testing refers to the integrated testing performed across components from more than one ROC Program stream.

The Business Continuity & Program Testing stream will lead all Cross-Stream test phases on behalf of the ROC Program. Program streams, Portfolio Teams and vendor(s) will be expected to support Cross-Stream testing and specifically support any of their components being tested.

In the context of the ROC Program Test Management Framework Overview Diagram, cross-stream testing refers to the areas indicated below:



8.1 Cross-Stream Testing

Test Phase Definition:	<p>Cross-Stream Testing will provide an opportunity to simulate ‘new ways of working’ as realistically as possible up to and including the boundaries and touch points with existing, unchanged Business processes. This will involve testers acting in new roles, using new business processes, technology and infrastructure to exercise the ROC solution. Components of the solution can be refined and scenarios re-run as required to demonstrate the solution provides the business with a safe, workable and robust way to manage operations which is also compliant with Human Factors requirements.</p> <p>In-Stream assurance and testing provides risk mitigation against defects being identified during Cross-Stream Testing. This is important given the resources, effort and logistics required to run Cross-Stream Testing scenarios are expected to be significant and the lead times to deliver certain defect fixes into Cross-Stream Testing will be considerable.</p> <p>A small subset of ROC processes will be identified and agreed to be the Cross-Stream test scenarios for each Release based on criteria of business criticality, frequency of use, risk and functional coverage.</p> <p>A ROC test principle states program testing should occur prior to business testing. Program test resources will execute Program Cross-Stream Test scenarios in order to identify and resolve defects prior to Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Use of professional test resources to save Business resources from ‘testing fatigue’• Build program confidence prior to business exposure <p>Business resources will then execute Business Cross-Stream Testing. Benefits of this approach include:</p> <ul style="list-style-type: none">• Duration, iterations and defects greatly reduced by program testing• Business resources initial experience with the ROC solution is positive• Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of defects identified during Cross-Stream Testing.</p> <p>If defects which could have been identified and resolved during In-Stream testing and assurance are found during Cross-Stream Testing we would conclude In-Stream testing and assurance activities could have been more effective. If this is the case, further analysis should be conducted to determine how these activities can be improved for future Releases.</p> <p>If Cross-Stream Testing identifies and resolves the types of defects which can only be identified by bringing together the components of ROC Program streams and simulating ‘new ways of working’ as realistically as possible, we can conclude Cross-Stream Testing has served its purpose and In-Stream testing and assurance activities have been effective.</p> <p>It is envisaged heavily leveraging the test planning and preparation artefacts from In-Stream testing will be the most efficient way to deliver Cross-Stream Testing.</p>
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Test Phase Owner:	<ul style="list-style-type: none"> Business Continuity & Program Testing Stream
Test Resources:	<ul style="list-style-type: none"> Program Cross-Stream Testing – ROC Program resources Business Cross-Stream Testing – Sydney Trains business users (ROC SME's) Vendor, System Integrator and APD Test support via participation in defect triage, defect rectification, progression and regression testing of defect fixes for delivery to Cross Stream Testing as required
Test Governance:	<ul style="list-style-type: none"> ROC Program
Deliverables:	<ul style="list-style-type: none"> Cross-Stream Test Strategy Detailed Test Plan (DTP) for Cross-Stream Testing of each Release Test Objective Matrix (TOM) Test Scenarios Test Results (including evidence - screenshots, log files as required) Daily Status Report(s) Daily Defect Report(s) Test Summary Report (TSR) for Cross-Stream Testing of each Release
Test Location:	<p>Release 1, 2 & 3 - Expected to be the Belmore BCP facility, which will provide additional assurance Belmore is fit for purpose as a ROC BCP facility.</p> <p>Release 4 - Expected to be the ROC building, which will provide additional assurance the ROC is fit for purpose and ready for operational go-live.</p>
Test Environment:	ROC Cross-Stream environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>The Business Continuity & Program Testing Stream should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p>
Test Tool:	HP ALM
Test Artefacts:	Cross-Stream testing scenarios, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program

8.2 Requirements Quality Assurance (RQA)

The objective of RQA is to identify and remediate ambiguity, conflicts, inconsistencies, incompleteness or redundancy in requirements and/or specifications prior to a component or system being built. By improving the quality of requirements, RQA can enable design acceleration and decrease the duration and iterations of test phases as potential defects are identified and remediated prior to build.

The ROC Program has engaged an external consultancy with the tools, systems and expertise to provide an RQA 'proof of concept' for ROC Release 1. If this proof of concept is found to have been a good investment from a cost versus benefit perspective, the ROC Program may look to apply the approach more broadly across the Program. This activity will complement both the Requirements Management Plan (RMP) being delivered under the Systems Assurance and Planning Framework (SAPF) and the use of Holocentric as outlined below.

- The RMP provides an integrated approach for the management of requirements on the ROC Program including requirement definition, capture, documentation, traceability, baselining, version control and change management
- As the ROC Program's requirements management tool, Holocentric will be used to manage requirements in line with the recommendations within the RMP
- RQA will help to ensure requirements entered into Holocentric and managed in accordance with the RMP are of a high quality

8.3 Human Factors

The Sydney Trains rail network is a technical system, in which people are as much an integral part as any technology system or mechanical component. Technical systems are becoming more wide-reaching and complex, so it is essential to consider their impact on:

- Individuals, their knowledge, competence, skills, and abilities
- Local conditions, the workplace and how people perform as a team
- How the organisation employs people as valuable assets and invests in them

Human Factors supports the design of rail systems which optimise the contribution of rail staff. This can include the design of cabs, signalling panels, training courses and materials, management, recruitment processes, and control rooms. Applying human factors knowledge at the start of a project can reduce the need for re-design once systems have entered service, increase efficiency, reduce the potential of staff turnover, and increase productivity for the organisation as a whole.

On this basis, Human Factors will be a consideration throughout the ROC Program and within the design phases for T&C, Infrastructure and Technology Stream solution components.

A Human Factors Integration Plan will be delivered under the SAPF. This plan will outline how Human Factors requirements and assurance will be embedded within the ROC Program Design, Delivery and Testing Phases.

Cross-Stream Testing will represent a further opportunity to confirm how all the Human Factors elements of each stream come together and interact across the ROC program solution.

8.4 Early Business Benefits

In keeping with the sub-set of program principles listed below, ROC will look to identify opportunities to implement elements of the ROC Solution into current business locations prior to the new ROC building being ready to occupy, thereby delivering early benefits to the business.

- New technologies will be implemented in a phased roll out which optimises the balance of technical risk, business benefit and the level/rate of impact on affected users
- The program will avoid a “big-bang” implementation
- The technology roll out can occur prior to the completion and transition of the business users into the new ROC facility, provided that the business benefits associated with the new technology can be realised

Early realisation of these benefits will largely be enabled by the implementation of ROC Releases 1, 2 & 3 into current Business locations. Cross-Stream Testing will be applied to these Releases prior to any elements of the solution being operationalised. It is expected Release 4 Cross-Stream Testing may occur from the new ROC Building prior to staff relocations and ROC Day 1 operational go-live.

Delivery of ROC Program changes into Business operations are dependent on both the deployment of new/change technology into the Production environment and business readiness to go-live. Wherever possible the ROC Program plans to decouple these two activities.

9 Appendix A - Test Management Procedures

The general Test Management Procedures which will be adopted by the Technology Stream of the ROC Program are outlined in the sections below and are applicable to both internal Sydney Trains teams and vendor(s). These approaches may be applied to other Streams of the Program to the extent they are appropriate.

The test process typically involves the following stages:

- The **Engagement and Estimation** stage was largely conducted during preparation of the ROC Final Business Case
- The **Planning** stage lays the foundation for the test effort. The primary outputs of the planning stage are the ROC Program Test Management Framework (this document) and resulting Test Strategy documentation which will be produced by the program

Testing is an iterative process. Each test phase will transition through the following stages:

- **Preparation:** This stage builds on the initial planning effort. Detailed Test Plans DTP(s), Test Objectives Matrix TOM(s) and test cases are produced in preparation for test execution. Other key deliverables from this stage include the Technology Test Strategy, the Technology Environment Management Strategy (TEMS) and establishment of the test environment(s).
- **Execution and Reporting:** This phase involves execution of testing, tracking and reporting test execution and defect status. At the conclusion of execution, when the exit criteria have been met a Test Summary Report (TSR) is produced. The TSR provides an overview of the execution effort, associated test metrics, any major outstanding issues and generally provides a recommendation based on the test results.
- **Evaluation** is final stage of testing. The purpose of evaluation is to reflect, review and evaluate the overall test effort and activities to identify the things which worked well and should be retained within the testing process, as well as any opportunities to improve the way testing is conducted.

The execution of each of the nominated test phases often requires the involvement of many stakeholders. Test management and coordination becomes a complex undertaking. In particular the identification, coordination and availability of testing resources can be challenging. All personnel involved with the test effort need to understand their contribution as outlined in the 'Roles and Responsibilities' sections within test planning documentation.

The Test Strategy, Test Plans and associated test deliverables, are required as part of the overall Test Management Control System. They enable standardisation of the approach and management of testing, integrated planning and scheduling activities. These test management controls work in-conjunction with the Program Management Plan and the test execution controls as outlined in the following sections.

9.1 Entry and Exit Criteria

The following are examples of general test entry and exit criteria. Any additional criteria specific to particular test phase(s) should be called out in the DTP for that test phase:

Entry Criteria:	<ul style="list-style-type: none">• Artefacts which test planning and preparation are dependent upon have been approved e.g. Requirements and Design documents• Test planning and preparation artefacts have been approved and/or accepted e.g. Test Strategy, MTP, DTP, TOM, test cases/scripts• Approved test cases have been loaded into the test management tool and testers have been granted the required level of access• Formal defect management and reporting process established• Availability of resources required to execute testing has been confirmed• Availability of resources required to analyse and resolve defects has been confirmed• Defect rectification SLA's are in place• Release notes describing the deployment package are available and include relevant details relating to the base product, code, configuration, reference data as required, plus installation/migration activities, supplied fixes, new features, any known defects and workarounds• Correct version(s) of deployment package(s) have been deployed to the test environment(s)• Test environments are available and in a fit state as confirmed by Shakedown Testing• Correct test environment access and credentials have been granted to testers• Test Data of sufficient quality, quantity and diversity to enable testing is available• Previous test phase exit criteria has been met and where applicable the TSR has been reviewed and approved by relevant stakeholders <p>Once all test entry criteria have been met a test phase may commence.</p> <p>Where entry criteria have not been met the test phase cannot commence. Any deviation from the test entry criteria must be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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Exit Criteria:	<ul style="list-style-type: none">• All test cases have been executed and the outcome recorded in the test management tool. An explanation has been provided for any test case which has not been executed• All defects identified during the test phase have been recorded in the test management tool and are available for review• No Severity 1 or Severity 2 defects outstanding• An agreed action plan is in place to address outstanding severity 3 and severity 4 defects including target resolution time frame <p>The number of outstanding severity 3 and severity 4 defects and the cumulative impact of these defects on the overall solution must be accepted by Sydney Trains.</p> <p>Once all test exit criteria for a test phase have been met a TSR may be prepared.</p> <p>Where exit criteria have not been met the test phase should not conclude.</p> <p>Any deviation from the agreed exit criteria would need to be approved by the ROC Program Test Manager in consultation with ROC Program Management. If appropriate to do so, a risk or issue should be raised in the ROC Program DRICA-SBA and be managed via the ROC Program Risk/Issue Management process.</p>
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9.2 Test Phase Gate Meetings

Program Test Teams (with stakeholder participation as required) will conduct test gating meetings prior to commencement of test execution for each Program test phase. These meetings will serve as a checkpoint to determine whether:

- Exit Criteria from previous test phase have been met
- Entry Criteria for the following test phase have been met
- Any other risks, issues or constraints exist which need to be reviewed in the context of the coming test phase

9.3 Test Phase Suspension & Resumption

If any defects identified seriously impact test progress the Program Test Manager, in consultation with Program Management may elect to suspend testing. Criteria which might justify test suspension include:

- Hardware/software is not available at the times indicated in the project schedule
- Product under test contains one or more critical defects which seriously prevent or limit testing progress
- Assigned resources are not available when needed for test execution and/or support

If testing is suspended, resumption will occur when the problem(s) which caused the suspension have been resolved. Where the cause of suspension is a critical defect, the fix must be successfully verified by the test team before testing resumes.

9.4 Risk Based Testing

Risk will often be a critical consideration when the ROC Program Management is making decisions. At its core, testing is about quantifying and mitigating risk.

The ROC Program will adopt a risk based approach to testing which will assist with understanding and managing risk. This approach involves the prioritisation of test cases into essential, high, medium and low using criteria based on likelihood and/or impact of failure including:

- Priority of requirement(s) being tested
- Business criticality of the function
- Frequency of use
- Functional coverage

So far as it is feasible to do so, tests will be executed in priority order. Benefits of this approach include:

- Defects related to high priority test cases are identified earlier in a test phase
- At any point in time tests not executed are at the lower end of the priority scale

If test execution were to come under schedule pressure there are a number of options available to the Program including:

- Increasing resources working on testing
- Working extended hours and/or weekends
- Reducing the scope of testing to be executed

The latter can introduce an increased level of risk. In the event ROC Program Management need to consider reducing the scope of a test phase or exiting a test phase prior to the exit criteria being met for any reason, one of the primary considerations will be the level of risk the Program and stakeholders are prepared to accept.

Test related information can be produced to help decision makers and stakeholders quantify the risk associated with any such decisions. This information would be a key input to gaining the understanding and agreement required to deviate from the Program's Test Management Procedures.

9.5 Test Tools

The following test tools and applications will be used by the ROC Program:

- HP ALM is Sydney Train's enterprise test management tool. Test teams (both Sydney Trains and vendor) will utilise HP ALM for the management of manual test execution and defect management from SAT onwards as a minimum
- LoadRunner is Sydney Train's enterprise load and performance test management tool. It helps measure the behaviour and performance of a system under load. LoadRunner can emulate simultaneous and realistic system usage by thousands of users across an enterprise and employs performance monitors to identify and isolate potential problems
- Quick Test Professional is Sydney Train's enterprise automated regression test management tool. It can provide functional and regression test automation for software applications and environments

The test tools are administered by the Testing and Quality Assurance Services Team within TfNSW. First point of contact for test tool support should be the respective test phase Test Lead, then the Test Manager. If the matter cannot be resolved locally the Test Manager should escalate to the Testing and Quality Assurance Services Team.

9.6 Test Co-ordination

During test execution regular co-ordination meetings will be held between test team(s), Program representatives, IT Portfolio Team(s), Business stakeholders, Project Manager(s) and vendor(s). The purpose of these meetings is to report on progress and address any issues raised. The standing agenda for the meetings is as follows:

- Review test progress against forecast
- Review defects raised against program quality targets including:
 - Number of defects raised
 - Severities
 - Phase Containment Effectiveness (PCE) - Defects found in the current test phase which 'should' have been identified and resolved in an earlier test phase
- Review test resourcing levels against forecast
- Review test risks
- Review test issues
- Any other business

9.7 Test Status Reporting

During test execution test status reporting will typically occur on a daily basis. Status reporting will be distributed by email, which will be supplemented by regular co-ordination meetings and conference calls. The phase Test Manager is responsible for producing and distributing test status reporting, which will typically detail the following:

- Test progress against forecast summarising total tests by status
- Total defects raised summarised by severity, priority and status
- Plan for the following period
- Risks and/or issues
- Schedule and outlook

9.8 Defect Management

HP ALM will be used as the Program's test management tool.

The objective of defect management is to ensure all defects encountered during the course of testing are appropriately raised, detailed, evaluated, prioritised, reported, resolved, verified and closed.

This document provides details on how defects are to be managed for Program test phases including definitions of defect status, pass & fail criteria and defect severities and priorities.

The high level process by which defects will be managed on the ROC Program is outlined below:

- Any anomaly identified during testing should initially be raised in HP ALM noting the test case which was being executed when the defect was encountered and capturing sufficient relevant details to facilitate analysis of the defect
- Defects raised will be triaged and assigned to the most likely resolver group
- The resolver group should update the defect with details of the defect cause, nature of the fix applied, confirm a successful retest of the fix, successful regression testing if appropriate and the software version in which the fix will be delivered to the tester for verification

ROC Program Test Management Framework

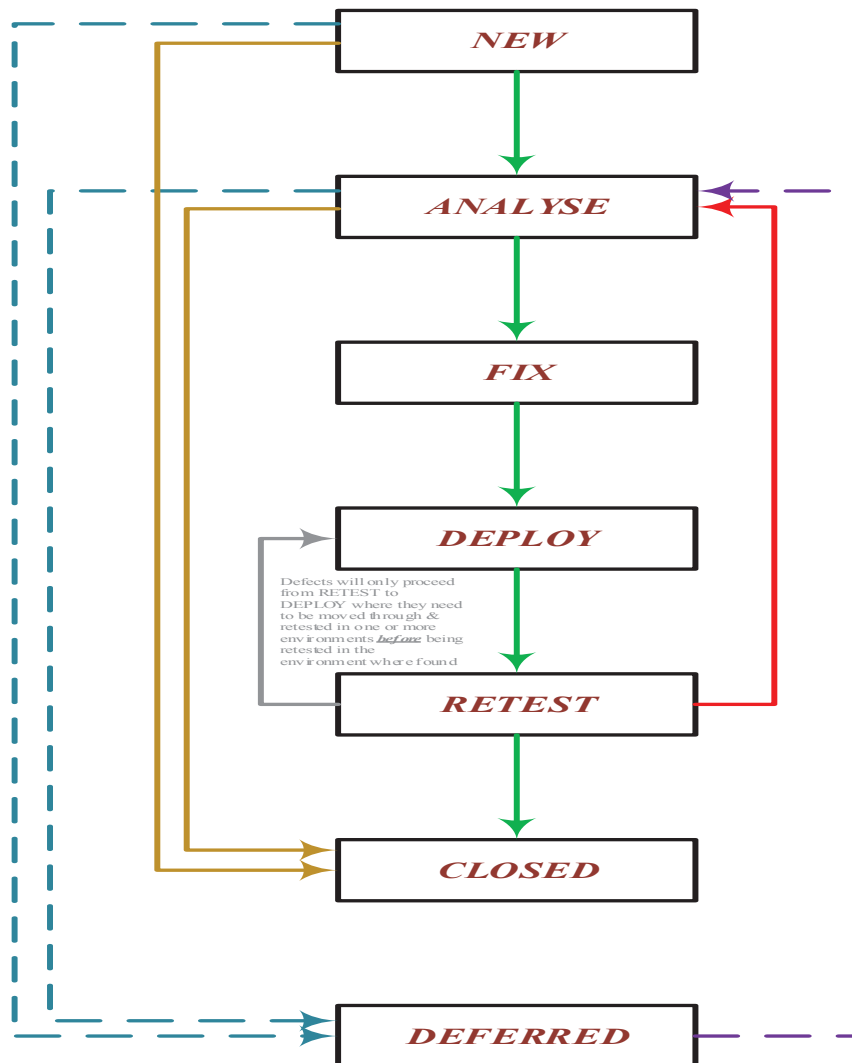
- Each software version delivering fixes into a test environment should be appropriately detailed in Release Notes
- Once the fix has been applied to the test environment(s) it should be retested by an appropriate resource (ideally the individual who raised the defect) to determine whether the defect has been resolved
- If retesting determines the fix has been successful, HP ALM should be updated by the tester to indicate the defect has been resolved. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be closed
- If retesting determines the fix has not been successful, HP ALM should be updated by the tester to indicate the exact nature of the failure. Relevant artefacts such as screen shots should be added to HP ALM and the defect should be assigned back to the appropriate resolver group

This process is reflected in the following defect status definitions and Defect Process Workflow diagram.

Defect Status	Description	Actions to be undertaken
New	When a defect is raised it will automatically be assigned the status of NEW. This status indicates the defect has been logged and is undergoing business/testing evaluation/triage to determine whether it is a valid defect or not.	If the defect is found to be valid, the defect's status will be changed to ANALYSE and it will be re-assigned for a technical evaluation to determine the root cause of the problem. If the defect is found to be invalid, the defect's status will be changed to CLOSED and its sub-status will be set to identify the broad reason why it was classified as invalid. If the defect is an existing Production Problem, its status should be changed to FOUND (see companion document). In all cases, the defect record in QC must be updated to describe why the decision was made.
Analyse	Having determined the defect is valid from a business/testing perspective, the defect needs to be investigated to determine the underlying cause.	There are five possible outcomes from this technical review: <ol style="list-style-type: none"> 1. The defect is determined to be valid and will be fixed as part of the project's next implementation so its status should be changed to FIX and the defect will be re-assigned 2. The defect is determined to be valid but it will not be fixed as part of the next implementation. Status should be changed to DEFERRED and the defect's Cycle is reset to the implementation in which the defect will be addressed 3. The defect is determined to be valid but it will not be fixed, e.g. cost/effort of correcting the problem outweighs effort of implementing a workaround. Defect's status should be changed to CLOSED and sub-status ACCEPTED 4. The defect is invalid. Status should be changed to CLOSED, sub-status identifies reason why it was classified as invalid (DUPLICATE or REJECTED) 5. Defect is identified as a known Production Defect, status is changed to FOUND (see companion document)

Defect Status	Description	Actions to be undertaken
Fix	Having decided the defect will be corrected as part of the current project, a 'correction' will be produced and unit tested.	If those unit tests are successful, the defect's status will be changed to DEPLOY and it will be re-assigned. If the unit tests are not successful, the FIXER will make a further attempt to correct the problem and repeat those unit tests. This process will be rerun until such time as the unit tests are successful.
Deploy	This status indicates that the 'fix' for a defect is ready to be implemented into the test environment where the defect was found.	The timing of the fix's deployment must always be coordinated between the DEPLOYER and the TEST MANAGER so that the validity of the testing is not undermined. Once the 'fix' has been delivered into the nominated environment, the defect's status is changed to RETEST and it is re-assigned.
Retest	This status indicates that the defect's 'fix' has been deployed and can be retested under the original conditions (and in the same environment) where it was first encountered.	If the tests performed were not in the environment where the defect was originally found, its status should be changed to DEPLOY and its Sub-Status set so that it identifies the next environment on its way back to the location where it was found. If the retest is conducted in the environment where it was initially encountered, change the defect's status to CLOSED with a sub-status of SUCCESSFUL. Regardless of which test environment the retest occurs in, if it fails, change the defect's status to ANALYSE and its sub-state to RETEST FAILED.
Closed	This is the final state for every Pre-Production Defect.	As with every other status listed above, when changing a defect's status it is important that the appropriate comments are added to ensure that we have a complete audit trail of what has happened to the defect, why it happened and as much contextual information as possible has been included. See the next sub-section of this document for a full list of the sub-states used with this status.
Deferred	This status indicates the Business has formally agreed to have the defect fixed as part of a specified, later Release.	When testing for the implementation to which the defect was defers begins, the defect's status is changed to ANALYSE and its sub-status to PREVIOUSLY DEFERRED

The Defect Process Workflow diagram below reflects the path most program defects are expected to follow.



9.9 Defect Reporting Standards

All defects identified during testing will be analysed to determine a root cause of the problem. To support the required analysis, as a minimum the following information should be captured in each defect raised:

- Business requirement, Use Case and/or Test Case being executed when the defect was identified
- Detailed description of the problem
- Steps to recreate the problem
- Expected results – Outcome the tester expected to observe
- Actual results – Outcome observed including how it differed from the expected outcome
- Severity
- The software release (build) it occurred in
- Data, login, screenshots to be stored in defect.

Where possible, each tester should track the defects they have raised through to resolution.

9.10 Resolving Defects:

The cause of a defect can differ from the symptom(s) observed by a tester, so it is important the resolver updates the defect detailing the fix applied. The minimum information required in relation to the resolution of a defect may include:

- Cause of the defect
- Fix applied to resolve the defect
- Software version in which the fix will be delivered to the tester for verification
- Testing undertaken by the resolver to verify the defect has been corrected
- Impacted system(s) and regression implications of the fix applied

9.11 Defect Triage Meetings

The defect resolution process often requires many groups work closely including test team(s), project resources, Project Manager(s), vendor resources and internal Sydney Trains development teams. During test execution regular defect triage meetings will be held to:

- Review the severity and priority assigned to defects
- Determine the most appropriate resolver group
- Determine the target content and delivery dates for deployments to test environment(s)

9.12 Pass & Fail Criteria and Test Case Status

Test Case Status	Description
Pass	A test case will be deemed to have passed if: <ul style="list-style-type: none"> • The item tested behaves as expected and as per the requirement(s) it was derived from • The item will not introduce a problem or failure • The item will not introduce an unacceptable risk of a problem or failure
Fail	A test case will be deemed to have failed if: <ul style="list-style-type: none"> • The item tested does not behave as expected or as per the requirement(s) it was derived from • The item will introduce a problem or failure • The item will introduce an unacceptable risk of a problem or failure
Conditional Pass	A Conditional Pass is assigned to a test case which passes the intent of the test, where a low severity, non-critical defect has been observed and raised in HP ALM.
Not Run	Test case execution has not commenced.
Not Completed	Test case execution has commenced, is in progress and has not progressed to the point where a status of pass, fail or conditional pass can be assigned.

Not Applicable (N/A)	A status of N/A is assigned to a test case which has been agreed to no longer be applicable. Assigning the N/A status rather than deleting the test case ensures test case numbers in the TSR align to the number of test cases at the commencement of the test phase.
Blocked	A test case may be assigned the status of Blocked for a number of reasons including but not limited to: <ul style="list-style-type: none"> • A defect which needs to be resolved is preventing execution of the test case • Functionality not yet delivered • Required test data not available

9.13 Defect Severity Definitions

The severity level assigned to a defect is a reflection of how serious the defect is. It can be a measure of the impact on testing and the ability to continue with the test phase or of the impact the defect would have in the Production environment. The following definitions provide the severity levels which should be assigned to defects raised during testing within the ROC Program.

Severity	Severity Description
Severity 1	<p>Critical Impact – Assigned to critical errors. Core functionality cannot be executed. Testing for the affected area cannot continue and no workaround exists. Examples of severity 1 defects include:</p> <ul style="list-style-type: none"> • Safety Issues • The system or a core component of the system is inoperable <p>Sydney Trains would not consider taking Severity 1 defects into the next test phase or to the Production environment.</p>
Severity 2	<p>High Impact – Assigned to major errors. Some key functionality cannot be executed or has not been delivered and no acceptable workarounds exist. Testing can continue on other functionality but the defect must be resolved before the component can be migrated to the next test phase or to production. Examples of severity 2 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and no acceptable workarounds exist • Any issue with data accuracy or integrity which may cause confusion among the Sydney Trains end-user community <p>Sydney Trains would not usually consider taking Severity 2 defects into the next test phase or to the Production environment unless there were exceptional circumstances. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR). There is an expectation any Severity 2 defects would be resolved by the next Release of the application.</p>

Severity	Severity Description
<p>Severity 3</p>	<p>Medium Impact – Assigned to minor errors. Some functionality does not conform to the specification or has not been delivered however, end-to-end transactions can be executed by applying acceptable workarounds to the impacted functions. No material impact on Sydney Trains end users. Testing can continue and the component can be migrated to the next test phase or to production providing exit criteria are met. Examples of severity 3 defects include:</p> <ul style="list-style-type: none"> • The system or component is operable however one or more functions are not right or have not been delivered and acceptable workarounds exist <p>Sydney Trains may consider taking a small number of Severity 3 defects into the next test phase or the Production environment provided the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/impact via approval of the Test Summary Report (TSR).</p>
<p>Severity 4</p>	<p>Low/Cosmetic Impact – Assigned to cosmetic errors. No material impact on Sydney Trains end users or the application. Examples of severity 4 defects include:</p> <ul style="list-style-type: none"> • Misspelled (but not misleading) text • Inconsistent fonts • Poor grammar <p>Sydney Trains may consider taking a small number of Severity 4 defects into the next test phase or the Production environment providing the cumulative impact of these defects and associated work arounds are acceptable to stakeholders and do not damage the reputation of Sydney Trains, the Program or our partners. Stakeholders would need to have understood and accepted the risk/Impact via approval of the Test Summary Report (TSR).</p>

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9.14 Defect Priority Definitions

Each defect is also assigned a priority level which indicates to development team(s) the order in which defects of the same severity should be addressed. Priorities which can be assigned to defects within the ROC Program are:

- 1 – High
- 2 – Medium
- 3 – Low

Assuming open defects of every severity and priority combination, the order in which defects should be addressed is outlined in the table below:

Order	Severity	Priority
1	Severity – 1	Priority – High
2	Severity – 1	Priority – Medium
3	Severity – 1	Priority – Low
4	Severity – 2	Priority – High
5	Severity – 2	Priority – Medium
6	Severity – 2	Priority – Low
7	Severity – 3	Priority – High
8	Severity – 3	Priority – Medium
9	Severity – 3	Priority – Low
10	Severity – 4	Priority – High
11	Severity – 4	Priority – Medium
12	Severity – 4	Priority – Low

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9.15 Defect Rectification SLA's

Service Levels define the target time to fix defects and take into account:

- The urgency of the situation
- The need to strike a balance between speed, quality, sensible packaging and delivery of fixes

For the ROC Program it is envisaged SLA's will be agreed around delivery of configuration fixes and fixes to the underlying COTS products would be delivered via vendor product roadmap(s) and internal processes.

Note – The SLA information below has been taken from Sydney Trains Enterprise Release Planning (ERP) documentation and intended to be used as a guide. ROC Program SLA's will need to be agreed.

Defect Severity	Response Time	Resolution Time	Validation Time	Total SLA
Severity 1	0 - 2 Hours	4 Hours	4 – 8 Hours	Less than 1 Day
Severity 2	0 – 4 Hours	1 Day	1 Day	1 Day
Severity 3	0 - 2 Days	3 Days	4 Days	4 Days
Severity 4	0 – 5 Days	5 days	5 Days	5 Days

In the context of the defect statuses:

- Response Time is the time taken in the New Status (including Triage)
- Resolution Time is the time taken in the Analyse and Fix Statuses
- Validation Time is the time taken in the Deploy, Retest and Closed statuses
- Durations are expressed in business hours and business days
- Service levels are dependent upon availability of sufficient information to analyse and resolve the defect

9.16 Change Management

Under the SAPF, and more specifically the RMP and the CMP, once a specification has been reviewed and formally agreed upon it will be baselined. A baselined artefact can only be changed through formal change control procedures. On the ROC Program baselines are maintained as part of the Configuration Management Process under the CMP.

ROC Program requirements specification will be baselined and fall under the Configuration Management Process. As such any new requirements or variations to existing requirements identified during testing will be raised as a Program Change Request (PCR) and follow the Configuration Management Process.

Each PCR will need to be impact assessed based on a number of criteria including but not limited to:

- Cost
- Impact on Schedule
- Impact on test effort

9.17 ROC Technology Environments

The ROC Program will deliver four new technology systems into a complex landscape of existing applications. Technology environment requirements and specifications will be detailed in the Technology Environment Management Strategy (TEMS) and the Technical Infrastructure Design (TID), which are deliverables of the Detailed Design and Build Phases.

It is envisaged non-Production technology environments (including integration with existing applications where necessary) will be required to accommodate delivery of the following activities in line with Program time frames:

- System Development & Unit Testing
- System Testing
- System Acceptance Testing
- System Integration Testing
- Load & Performance Testing
- User Acceptance Testing
- Cross-Stream Testing
- User Training
- System Demonstrations

It is also expected instances of the new ROC technology systems will need to be delivered to complete the Sydney Trains Production Environment including DR capability.

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9.18 ROC Technology Environment Management

In keeping with the ROC Statement of Requirements which was published as part of the technology RfP, Sydney Trains is looking for the System Integrator to be a single point of accountability with ‘overall responsibility for the specification, design and build of ROC systems, through to bringing the system into production and change of control to the target support model’.

Technology environment management will be critical to achieving this. The details around technology tests environment management will be delivered in the Technology Test Environment Management Strategy (TEMS), which is a deliverable of the Detailed Design phase and as a minimum is expected to include the following information:

Activity	Description
Environment Availability	Aside from agreed maintenance windows, test environments are expected to be available 24/7 during test planning, preparation and execution periods. Sydney Trains should be both informed and approve any planned outages during these times. Unplanned outages will be managed through environment support.
Environment Support	Details will need to be agreed within the TEMS, however during test planning, preparation and execution periods the following types of environment support arrangements are likely to be required: <ul style="list-style-type: none"> Standard Support Mon to Fri – 8.00am to 6.00pm Extended Support Mon to Fri – 6.00am to 10.00pm (with 48 hours’ notice) Weekend Support Sat & Sun – 8.00am to 6.00pm (with 48 hours’ notice)
Configuration Management	The Configuration Management Strategy the program will adopt to assure sound practice around code version control, code branching and merging.
Release Management, Release Notes, Deployments & Outages	In order to strike the right balance between speed, quality, sensible packaging and the delivery of fixes to testing, agreed deployment windows will need to be agreed. Test productivity can also be impacted if deployment outages occur too frequently. Outside the agreed deployment times there should be a provision whereby the Phase Test Manager can agree to ad hoc deployments if required. Each deployment to a test environment should be accompanied by sufficiently detailed Release Notes to inform the test team which fixes have been delivered and enable the status of those items to be updated in the test management tool.
Back Up & Restore	The back-up and restore requirements for test environments.
User Access & Administration	The provision of user access to test environments including ensuring access to the required role profiles and privileges.

Many test phases will have a dependency on integration with existing application environments. These dependencies should be detailed within the TEMS to ensure ROC test environment requirements are met.

9.19 Testing Escalation Path

Escalation is a critical process used by Program team members to resolve issues. Clear communication is the key to any escalation process and the objective of escalation is to create a path for resolution of issues.

For ROC testing activities the Escalation path will be as follows:

Tester => Test Lead => Test Manager => Program Test Manager => Program Management

Some the key principles of the escalation process have been outlined below:

- All program team members and participants are empowered to escalate
- Escalation needs to be managed
- Escalation must be documented
- Escalation needs to be timely
- Escalation is a risk and issue mitigation process

9.20 Training

Sydney Trains business users (also known as Subject Matter Experts or SME's) who will participate in Technology UAT and Cross-Stream Testing will need to be trained in the new ROC technology systems, processes and procedures prior to the commencement of R1 Technology UAT.

Training SME's to participate in these activities and the subsequent training of all end users is within the scope of the ROC T&C stream.

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10 Appendix B – Technology Test Phases

The ROC Program has engaged product vendors and a System Integrator who will deliver the majority of Technology In-Stream testing on behalf of the Program. This document does not set out be prescriptive about how these vendors deliver testing. Vendors should document their recommended test strategy and approach via deliver of the Technology Test Strategy and other test planning documentation for Sydney Trains review and approval. The ROC Program will also provide a layer of Test Governance across vendor technology testing.

In January 2015 an agreed interim version of this document (v1.0) was shared with technology vendor(s) participating in the High Level Design Phase of the Program. It provided an early view of the Program Test Management Framework, including early Program thinking around technology test phases, roles and responsibilities to assist vendors in preparing a BAFO. The detail relating to these test phases and how they might be delivered are reflected in this appendix.

10.1 Shakedown Testing

Following a deployment to any test environment a Shakedown Test will be performed. The Shakedown Test is generally a selected sub-set of test cases executed to verify the deployment has been successful and all required components of the test environment are present with required connectivity and interfaces in place. A successful Shakedown Test indicates both the deployment and the environments are ready for the commencement of a test phase.

10.2 Unit Testing (UT)

Test Phase Definition:	Unit testing focuses on the key activities which must be verified at the component level to demonstrate modules operate as designed. Unit Testing is executed to ensure valid operation of components prior to System Testing and may include verification of: <ul style="list-style-type: none"> • Mandatory Fields • Event Handling • Boundary Testing of Upper & Lower Limits • Character Acceptance • Error and exception handling
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Deliverables:	There will not be any formal deliverables produced as artefacts of Unit Testing. System Testing will follow, be delivered by the same test phase owners as Unit Testing and be governed by the ROC Program.
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.

Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	<p>Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for Unit Testing.</p>
Test Artefacts:	<p>There are no formal test artefacts produced during Unit Testing which will become Sydney Trains owned artefacts at the conclusion of the ROC Program.</p>

10.3 System Testing (ST)

Test Phase Definition:	<p>New ROC systems and changes to existing applications tested without integration. System Testing may include:</p> <ul style="list-style-type: none"> • Design Validation – Ensures an individual system as a discreet module will correctly process, pass and store data as specified. Test stubs, harnesses or simulators should be used during System Testing to ensure boundaries of the solution are validated in preparation for integration testing • Usability Testing – Ensures the system complies with application standards and presentation policies. This may include consistency of hotkeys, uniform navigation and listing standards. Usability Testing ensures the new application or change to an existing application will ‘fit’ into the existing application landscape • Data Conversion – Verification of data loads, data migrations, data conversions and data handling. Includes ensuring any data to be loaded is accurately defined • Service validation including adoption of standards e.g.: SIRI and simulated service testing using SOAP UI and stubs • Testing of Non-functional requirements
Test Phase Owner:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Resources:	<ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications
Test Governance:	<ul style="list-style-type: none"> • SP4 – Systems Integrator • ROC Technology Stream

Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	Vendor site(s)
Test Environment:	ROC Dev environment(s). Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	Application teams and vendors may elect to either use in-hose test management tools or Sydney Trains test management tool (HP ALM) for System Testing.
Test Artefacts:	System test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.4 System Acceptance Testing (SAT)

Test Phase Definition:	SAT verifies each application which has exited System Testing can be correctly installed, configured and provisioned into an integrated ROC Test Environment. Each Product Vendor will then execute an agreed subset of tests to prove the applications and environment are ready for the commencement of SIT.
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	Test Execution: <ul style="list-style-type: none"> • SP1, SP2 & SP3 product vendor(s) • Sydney Trains Portfolio Teams for changes to existing applications Witnessing Testing: <ul style="list-style-type: none"> • SP4 – System Integrator

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Test Governance:	<ul style="list-style-type: none"> • SP4 – System Integrator
Deliverables:	Deliverables to be provided for each product and change being system tested: <ul style="list-style-type: none"> • Detailed Test Plan (DTP) for System Testing • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for System Testing
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases. Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts. In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.
Test Tool:	HP ALM
Test Artefacts:	SAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.5 System Integration Testing (SIT)

Test Phase Definition:	SIT verifies systems which have been proven to function correctly in System Testing work together when integrated. System Integration Testing should commence with point to point service integration testing for example REM to TIBCO, TIBCO to REM, changed existing application to TIBCO, TIBCO to changed existing application. Transaction flows across all components and systems which make up the ROC Technology solution will then be verified to ensure data flows through each component of the solution as expected without conflicts, corruption, duplication or loss. SIT should also include: <ul style="list-style-type: none"> • Non-functional testing such as failure and recovery • Sociability Testing which ensures all new and existing applications can co-exist on a user’s desktop without conflict.
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Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for SIT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for SIT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC SIT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	SIT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

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10.6 Load & Performance Testing (L&P)

Test Phase Definition:	<p>Load & Performance Testing evaluates the compliance of a system or software components against specified non-functional requirements such as response times, transaction processing time and resource utilisation. Load and Performance Testing may include the following types of tests:</p> <ul style="list-style-type: none"> • Performance • Soak • Volume • Scalability • Stress • As we as providing results which can be used as an input to Capacity Planning <p>It is expected L&P Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.</p>
Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for L&P • L&P Scripts • Test Results (including evidence - screenshots, log files as required) • Status Report(s) – during execution • Defect Report(s) – during execution • Test Summary Report (TSR) for L&P
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	The environment used for L&P Testing should be as ‘production like’ as possible. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>

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Test Tools:	Load Runner and HP ALM
Test Artefacts:	L&P test scripts, results and defects stored in Load Runner and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.7 Security & Penetration Testing

Test Phase Definition:	<p>Security Testing checks whether the application(s) or service(s) are secure including requirements covering confidentiality, integrity, authentication, availability, authorisation and non-repudiation by answering the following questions:</p> <ul style="list-style-type: none"> How vulnerable is the system to attacks; can anyone hack the system or login to the application without authorisation? How well is the data protected while the system maintains functionality? Is there any information leakage via encryption, firewalls, wide range use of software and hardware? <p>For the ROC Program, Security requirements as stated in the Detailed business requirements will be tested during System and System Integration Testing as practicable. As such, these activities will be covered by the Technology Test Strategy document and subsequent technology test planning documentation. The rest of this section relates specifically to Penetration Testing, which is a specific subset of Security Testing.</p> <p>Penetration Testing involves playing the role of an attacker in order to determine the vulnerability of an organisation’s IT landscape against unauthorised attack, malicious user(s) or malware. The ROC Program plans to engage a third party to undertake Penetration Testing.</p> <p>The scope of Penetration Testing required by the ROC Program is to be determined during the build phase and documented in the Security and Penetration Detailed Test Plan.</p> <p>It is envisaged Penetration Testing may be re-run over numerous iterations throughout the life of the ROC Program.</p>
Test Phase Owner:	<ul style="list-style-type: none"> ROC Technology Stream
Test Resources:	<ul style="list-style-type: none"> External Consultancy
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream and Sydney Trains Security Architect(s)
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Security & Penetration Testing Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Security & Penetration Testing <p>Note – Due to the nature of Security & Penetration Testing, distribution of artefacts may be restricted.</p>

Test Location:	TBC. Potentially External Consultancy offices.
Test Environment:	TBC via consultation with Sydney Trains Security Architect(s) and documented in the Security and Penetration Detailed Test Plan.
Test Data:	Test data for Penetration Testing will be the responsibility of the external consultancy and will be socialised and accepted (as required) via the reviews and approval of Security & Penetration Testing Planning artefacts.
Test Tool:	Access to defects identified during Penetration Testing by the external consultancy is likely to be restricted. As such they may be recorded in a separate instance of HP ALM or in an appropriate securely stored format. Additional tools to be supplied by external consultancy as required.
Test Artefacts:	Security & Penetration scenarios, results and defects will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.8 Automated Regression Testing

Test Phase Definition:	A selection of ROC scenarios will be selected and form the basis of the ROC Automation Regression Suite. These scripts will need to be maintained throughout the program lifecycle as ROC systems and existing applications are developed and changed. It is expected Automated Regression Testing will first be executed within the SIT time frames and be re-run over numerous iterations throughout the program lifecycle.
Test Phase Owner:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> SP4 – System Integrator
Test Governance:	<ul style="list-style-type: none"> ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> Detailed Test Plan (DTP) for Automated Regression Automated Regression Scripts Test Results (including evidence - screenshots, log files as required) Status Report(s) – during execution Defect Report(s) – during execution Test Summary Report (TSR) for Automated Regression
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	Automated Regression scripts may be run in a number of environments over the course of the ROC Program. Details to be confirmed in the ROC Technology Test Strategy and ROC Technology Environment Management Strategy (TEMS) documents.

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Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	Quick Test Professional (QTP) and HP ALM
Test Artefacts:	Automated Regression test scripts, results and defects stored in QTP and HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

10.9 User Acceptance Testing (UAT)

Test Phase Definition:	<p>UAT verifies Business requirements have been met in the technology systems delivered. The objective of UAT is to test the overall business functionality of technology systems from an end user perspective in the context of Business processes and roles to assure the overall solution is fit for use in a business context. By proving systems will perform as expected, UAT allows sponsors, stakeholders and end users to provide their acceptance of the technology systems delivered.</p> <p>A ROC test principle is that program testing should occur prior to business testing. Program test resources will execute UAT scenarios in order to identify and resolve defects prior to Business UAT. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Use of professional test resources to save Business resources from 'testing fatigue' • Build program confidence prior to business exposure <p>Business resources will then execute (a potentially cut down set of) UAT test cases. Benefits of this approach include:</p> <ul style="list-style-type: none"> • Duration, iterations and defects greatly reduced by program UAT • Business resources initial experience with systems is a positive one • Positive word of mouth from business testers back to their teams <p>The success of this approach can be measured by analysis of the defects identified during Business UAT. If earlier test phases are permitted to achieve their agreed exit criteria and defects which could have been identified and resolved in those test phases are found during Business UAT, we would conclude earlier test phases could have been more effective. If this is the case, further analysis should be conducted to determine how these test phases can be improved for future Releases.</p> <p>If Business UAT identifies and resolves the types of defects only SME's from the Business were likely to pick up, we can conclude Business UAT has served its purpose and earlier test phases have been effective.</p>
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ROC Program Test Management Framework

Test Phase Owner:	<ul style="list-style-type: none"> • SP4 – System Integrator
Test Resources:	<ul style="list-style-type: none"> • Program UAT – ROC Program and SP4 resources • Business UAT – Sydney Trains business users (ROC SME's), supported by ROC Program, Product Vendor and System Integrator resources
Test Governance:	<ul style="list-style-type: none"> • ROC Technology Stream
Deliverables:	<ul style="list-style-type: none"> • Detailed Test Plan (DTP) for UAT • Test Objective Matrix (TOM) • Test Cases • Test Results (including evidence - screenshots, log files as required) • Daily Status Report(s) • Daily Defect Report(s) • Test Summary Report (TSR) for UAT
Test Location:	ROC Test Lab – Location to be confirmed.
Test Environment:	ROC UAT environment. Details to be confirmed in the ROC Technology Environment Management Strategy (TEMS) Document.
Test Data:	<p>Vendors should provide the ROC Program with early visibility of their test data requirements. The ROC Program intends to provide vendors with representative Master, Reference and Transactional data for use during all test phases.</p> <p>Test data for each test phase will be socialised and accepted via reviews and approval of Test Planning artefacts.</p> <p>In order to maintain the Program schedule, to any extent the ROC Program is unable to provide vendors with representative Master, Reference and Transactional data, vendors are requested to use their own data which should be as representative as possible.</p>
Test Tool:	HP ALM
Test Artefacts:	UAT test cases, results and defects stored in HP ALM will become Sydney Trains owned artefacts at the conclusion of the ROC Program.

11 Related Documents

The following documents have been referenced in preparing this Program Test Management Framework.

Document Title	Version Number
ROC Roadmap	V2.1
ROC Program Systems Assurance & Planning Framework SoW	V11.1
Rail Operations Centre Concept of Operations	V4.0
PMLC ROC Project Management Plan	V2.2
ROC Final Business Case	V5.0
Program Quality Management Plan	V2.0
Infrastructure Assurance Plan	V1.0
ROC Solution Scope	V1.1
Rail Operations Centre (ROC): Timeline to 2018	(Final)

Appendix I – Governance Model

See embedded document: ROC DTTS Detailed Design - Technology Vendor Project
Communication Plan: ROC-TEC-PL-0018



ROC-TEC-PL-0018 -
ROC DTTS Detailed D

Communication Plan



ROC DTTS Detailed Design - Technology Vendor Project Communication Plan Rail Operations Centre Program

DTTS Detailed Design

Project or Program

"Project"

Communication Plan

Document Ownership Information

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Document Name and Version Control

(Circulated versions only)

Document Name & Location		ROC DTTS Detailed Design - Technology Vendor Project Communication Plan	
Version	Date	Author	Reason for Issue / Changes Included
0.1	26/8/2016	David Hayward	Renamed to DTTS project. Add RDT meeting
1.0	9/09/2016	C. Partridge	Updated with SharePoint link and finalised for issuance to ST for review
1.1	29/09/2016	David Hayward	Updated with ST feedback received and agreed with ST DTTS Project Manager
2.0	6/10/16	C. Partridge	Final feedback incorporated from ST DTTS Project Manager and incremented to v2.0 for issuance to Sydney Trains for endorsement and approval.
3.0	24/10/16	David Hayward	Stated that this version supercedes R1 & R2 coms plans. Updated frequency of ROC Vendor Steering Committee Removed Technology risk management meeting

Communication Plan

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Reference Documents

The following documents were referenced as part of the development of this document:

Document Name	Version	Date
ROC Release 1 REM Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/R1%20Detailed%20Design%20Deliverables%20(ST%20Signed%20Off)/Project%20Communication%20Plan%20for%20Release%201%20v4.0.docx	v4.0	19/01/2016
ROC Release 2 CIMS Detail Design Project Communication Plan http://sps.rail.nsw.gov.au/sites/ROC/Technology%20Vendors/ROC-TEC-PL-0001%20-%20ROC%20Technology%20Vendor%20Communication%20Plan.docx	V1.52	23/5/2016
ROC Program Governance Schedule (contract schedule) http://sps.rail.nsw.gov.au/sites/ROC/General%20Program/ROC%20Program%20Calender%202016.xlsx	N/A	11/05/2016
ROC Release Delivery Team Charter http://sps.rail.nsw.gov.au/sites/ROC/Release%20Working%20Group/ROC-SIN-PR-002%20Release%20Delivery%20Team%20Charter-v1.0.docx	V1.0	3/09/2016

Communication Plan

1 Document Purpose

The ROC Technology Vendor Communication Plan clarifies the communication roles, responsibilities and governance to ensure that all Project stakeholders are engaged and informed about relevant project development. This version of the document supercedes the Release 1 and 2 ROC Technology Vendor Communication Plans.

The ROC Technology Vendor Communication Plan outlines:

- What needs to be communicated and to whom;
- How often these exchanges should happen; and
- In what format and why they are necessary.

2 Definitions

Term	Definition
Customer	“Customer” means Sydney Trains
DRICA / DRICASB	Dependencies Risks Issues Changes Actions / Dependencies Risks Issues Changes Actions Scope-Benefits
Individual Contractor / Contractors	Refer to “Other Contractor”
System Integrator (SI) Contractor or Contractor	“System Integrator (SI) Contractor” or “Contractor” means Ajilon Australia Pty Ltd
Other Contractor	“Other Contractor” means the IMS, CIMS or DTTS contractor
SME	“SME” means Subject Matter Expert

3 Project Reporting

3.1 Project Highlight Reports

A Project Highlight Report will be published weekly by the SI Project Manager to the Sydney Trains ROC Program (refer to Matrix for full list of recipients). The report will contain:

- Achievements for the period;
- Plan for the next period;
- Status of any Change Requests;
- Milestones and deliverable progress; and
- Risks, Actions, Issues and Decisions (DRICA)

Communication Plan

4 General

4.1 Introduction

The ROC Technology Vendor Communication Plan document describes the relationship between the Customer and the Contractors (Vertical), as well as the SI Contractor and Other Contractors (Horizontal) to enable effective, efficient, and high-quality delivery of Services to the Customer and to each other, to enable the Customer to achieve the business objectives of the ROC Technology Solution.

This document sets out the communication structure for overall management of the relationship, the roles and responsibilities of the parties to maintain a working relationship, and the type, content and frequency of the meetings that will be held.

The purpose of the ROC Technology Vendor Communication Plan is to ensure that guiding principles, objectives, structures, operating guidelines, methods and measures for implementing effective communication are clearly defined and consistently implemented.

4.2 Guiding Principles

The ROC Technology Vendor Communication Plan is designed to achieve the following guiding principles:

- a. Promoting a collaborative relationship
- b. Continually validating consistency of the results and benefits derived from the ROC Technology Vendor Communication Plan with the Customer's and the Contractor's expectations and objectives
- c. Establishing a structure to streamline day-to-day management and administration of the relationship
- d. Ensuring that an effective relationship management process exists for communication, decision making, joint issue resolution, the Customer satisfaction, contract change and continuous improvement
- e. Ensuring overall monitoring of contractor performance
- f. Ensuring that potential issues in due course are investigated, resolved and – if necessary – escalated
- g. Establishing effective means for managing the delivery of quality
- h. Monitoring established Customer objectives.

Communication Plan

5 ROC Technology Vendor meetings

The following ROC Technology Vendor meetings are established for the ROC Program.

5.1 Executive Meeting

The Executive meeting is the forum from which executives from Sydney Trains and the System Integrator discuss the progress of the project and potential future opportunities.

The Executive meeting is conducted annually involving: from Sydney Trains, Executive Director of Future Network delivery, the CIO, General Manager of the relative Business and the ROC Program Director. From the Contractors perspective, attendees should be: CIO, and Senior Account Manager or appropriate "C" level Representative.

The following administrative matters relate to the Executive Meeting:

- a. Attendees:
 - i. From the Customer: Executive Director of Future Network delivery (Chairman), Chief Information Officer, the General Manager (of the relative Business), the ROC Program Director (who supports the CIO).
 - ii. From the Contractor: Chief Executive Officer (Vice Chairman), the Chief Information Officer, Senior Account Manager or "C" level representative.
- b. The Customer's Chief Information Officer shall be supported by the ROC Program Director; The Contractor's General Manager shall be supported by the Managing Director.
- c. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor
 - ii. Overall performance against business goals
 - iii. Where applicable, revision of goals and long term plans for development of the relationship
 - iv. Identify and discuss joint strategic business direction and opportunities
 - v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution.
- d. Material: The following support document should be made available to the attendees of the Executive Meeting:
 - i. Meeting Agenda
 - ii. ROC Vendor Executive Pack documenting contract performance
 - iii. Recommendations as escalated from the ROC Vendor Steering Committee
 - iv. Critical Risk and Issues derived from the Risk and Issues Register
 - v. Decision log.
- e. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting.
- f. Frequency: Executive Meetings shall be held annually commencing on the first anniversary of execution of the Detailed Design agreement.

Communication Plan

5.2 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution. The ROC Vendor Steering Committee shall meet quarterly or more frequently if required, to promote a relationship based on trust and mutual understanding and assess and set overall strategy for the relationship.

The ROC Vendor Steering Committee comprises Executives from the Contractor as well as Executives associated with the ROC Program.

The following administrative matters relate to the ROC Vendor Steering Committee meeting:

- a. Attendees:
 - i. From the Customer: The Chief Information Officer (Sydney Trains), the General Manager of Strategic Procurement and the ROC Program Director. The following attendees report in to this meeting: Commercial Manager and ROC Technology Program Manager.
 - ii. From the Contractor: The General Manager responsible for the account or appropriate "C" level Representative. The following attendees report in to this meeting: Project Director.
- b. Agenda: The Meeting Agenda of the ROC Vendor Steering Committee includes:
 - i. Project update
 - ii. Strategic direction of the ROC Program
 - iii. Status of the relationship between the Parties
 - iv. Project budget / incentive opportunities
 - v. Future opportunities associated with the ROC Program and Sydney Trains in general
 - vi. Escalated risk raised by the Management Committee
- c. Material: The following support document should be made available to the attendees of the ROC Vendor Steering Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risks only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with attendees within 48 hours of the end of the meeting
- e. Frequency: ROC Vendor Steering Committee Meetings shall be held quarterly.

5.3 Multi-Vendor Management Committee

The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.

The Multi-Vendor Management Meeting is the forum to review, discuss and provide recommendations on technology, performance and relationship improvements for continual service improvement (CSI).

The Multi-Vendor Management Meeting should be held quarterly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Multi-Vendor Management Meeting should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Sydney Trains & System Integrator:

Communication Plan

- a. Attendees:
 - i. From the Customer: The ROC Program Director, ROC Technology Program Manager, T&C Program Manager and Commercial Manager.
 - ii. From the Contractor: The Senior Account Manager and Project Director
- b. Agenda: the Multi-Vendor Management Committee Agenda includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Relationship Management
 - iv. Proposed efficiencies / business improvement
 - v. Future scope opportunities associated with the ROC Program
 - vi. Escalated risk raised by the Governance Meeting
 - vii. General business
- c. Material: The following support document should be made available to the attendees of the Multi-Vendor Management Committee:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Joint DRICA ("A" and "B" risk only)
- d. Meeting Minutes: Minutes shall be taken by the Contractor and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Multi-Vendor Management Meeting is to meet quarterly.

5.4 Management Committee (Individual Contractors)

The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.

The Management Committee meeting (Individual Contractors) should be held monthly unless ad hoc meetings are required.

In order to resolve issues or disputes, attendees at the Management Committee (Individual Contractors) should not be those whom attend the Vendor Management Meeting.

The following administrative matters relate to the Management Committee (Individual Contractors):

- a. Attendees:
 - i. From the Customer: The ROC Technology Program Manager and Commercial Manager. The following attendees report in to this meeting: ROC Release Project Managers.
 - ii. From the Contractor: The Senior Account Manager and Project Director. The following attendees report in to this meeting: Contractor Release Project Managers.
- b. Agenda: includes:
 - i. Project status and update
 - ii. Schedule Management
 - iii. Commercial Management
 - iv. Relationship Management

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- v. Proposed efficiencies / business improvement
- vi. Future scope opportunities associated with the ROC Program
- vii. Escalated risks raised by the Multi-Vendor Management Meeting
- viii. General business
- c. Material: The following support documents should be made available to the attendees of the Management Committee (Individual Contractors):
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Status Update Pack
 - iv. Joint DRICA ("A" and "B" risks only).
- d. Meeting Minutes: Minutes shall be taken by the ROC PMO representative and socialised with the Customer's attendees within 48 hours of the end of the meeting
- e. Frequency: the Management Committee (Individual Contractors) is to meet monthly

5.5 Release Delivery Team Meeting

5.5.1 Objectives

The objectives of the ROC Release Delivery Team (RDT) as stated in the RDT charter, are to:

- a. Ensure that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).
- b. Ensure that the program has a clear and common understanding of the scope of the Release.
- c. Ensure the program has a clear and common understanding of how the Release is to be implemented.
- d. Ensure that the Release is compatible with the previous Release and the following Release.
- e. Ensure that scope issues and challenges are identified, prioritised and resolved in a timely manner such that the release schedule is not negatively impacted.
- f. Make recommendations to, and seek endorsements from, the SDRG in relation to release scope challenges and in accordance with the ROC Standard SDRG Meeting Pack guidelines.
- g. Manage the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.
- h. Coordinate the production of, and consolidation of, the deliverables for each ARB Release Gate, in accordance with the program's quality assurance guidelines.

5.5.2 Meeting overview

- a. Attendees:

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- I. From the Customer: Release delivery Manager, Stream delivery managers
- II. From the Contractor: Release Project Manager from each vendor
- b. Agenda: Release Delivery Team Meeting Agenda includes:
 - I. Project status and update
 - II. Schedule Management
 - III. Relationship Management
 - IV. Escalated risk raised by the Governance Meeting
 - V. General business
- c. Material: The following support document should be made available to the attendees:
 - I. Meeting Agenda
 - II. Minutes of previous meetings
 - III. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting
- d. Frequency: the Release Delivery Team Meeting is to meet weekly for each release.

5.6 Vendor Management Meeting

The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Meetings should be held weekly to ensure the Project remains focussed on the critical path, and address matters such as delinquency of performance or differing interpretations of the Contractors obligations, progression of the relative ROC Release, service delivery, quality, issue clarification and resolution etc. Where these cannot be resolved to the mutual satisfaction of the Parties, the issue should be escalated to the Management Committee.

Vendor Management Meetings should be conducted by the Project Managers. Items to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc.

No commercial matters are discussed at this level due to the involvement of a number of different vendors.

The Vendor Management Meeting is the first level of management oversight of the ROC Program and should be conducted in separate Release streams to reflect the unique roles of the Individual Contractors.

The following administrative matters relate to the Vendor Management Meeting:

- a. Attendees:
 - i. From the Customer: the relative ROC Release Project Manager, Technology Lead Architect or nominated delegate
 - ii. From the Contractor: Release Project Manager, Project Coordinator and nominated technology SME
- b. Agenda: The following items should be, as a minimum, on the agenda for each meeting:
 - i. Performance against the schedule
 - ii. Proposed scope changes
 - iii. Deliverable status, including acceptances

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- iv. Resource planning
- v. Customer's CSI compliance
- vi. Risks and Issues
- vii. Escalation points for Management Committee Meeting
- c. Material: The following support documents should be made available to the attendees of the Vendor Management meeting:
 - i. Meeting Agenda
 - ii. Minutes of previous meetings
 - iii. Project Highlight Report
 - iv. Risk and Issues derived from the Risk and Issues Register
- d. Meeting minutes: Minutes shall be taken by the Contractor and socialised with the attendees within 48 hours of the end of the meeting
- e. Frequency: Vendor Management Meetings shall be held weekly.

5.7 Operational Meetings

The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security, integration, configuration and customisation issues, etc.

Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel. No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.

5.8 Project Management Forum

The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.

- a. Attendees:
 - i. From the Customer: The ROC Technology Release Project Managers
 - ii. From the Contractor and Other Contractors: Release Project Managers
- b. Agenda includes:
 - i. Master Schedule overall
 - ii. Potential blockers, emerging issues, threats
 - iii. Relationship Management
 - iv. Lessons learnt, good practice share
 - v. Collegiate advice
 - vi. Future horizon planning
- d. Material: The material is as required to support the subjects being discussed
- e. Meeting Minutes: There are no minutes however action items are taken and distributed
- f. Frequency: fortnightly.

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6 Governance Structure (Technical Governance)

6.1 Contractor (SI) and Other Contractors

6.1.1 The Contractor (SI) is the Customer’s agent responsible for delivering the ROC Solution. Technical Governance between the Contractor and Other Contractors, as well as the Contractor and the Customer is as described in the following diagram.

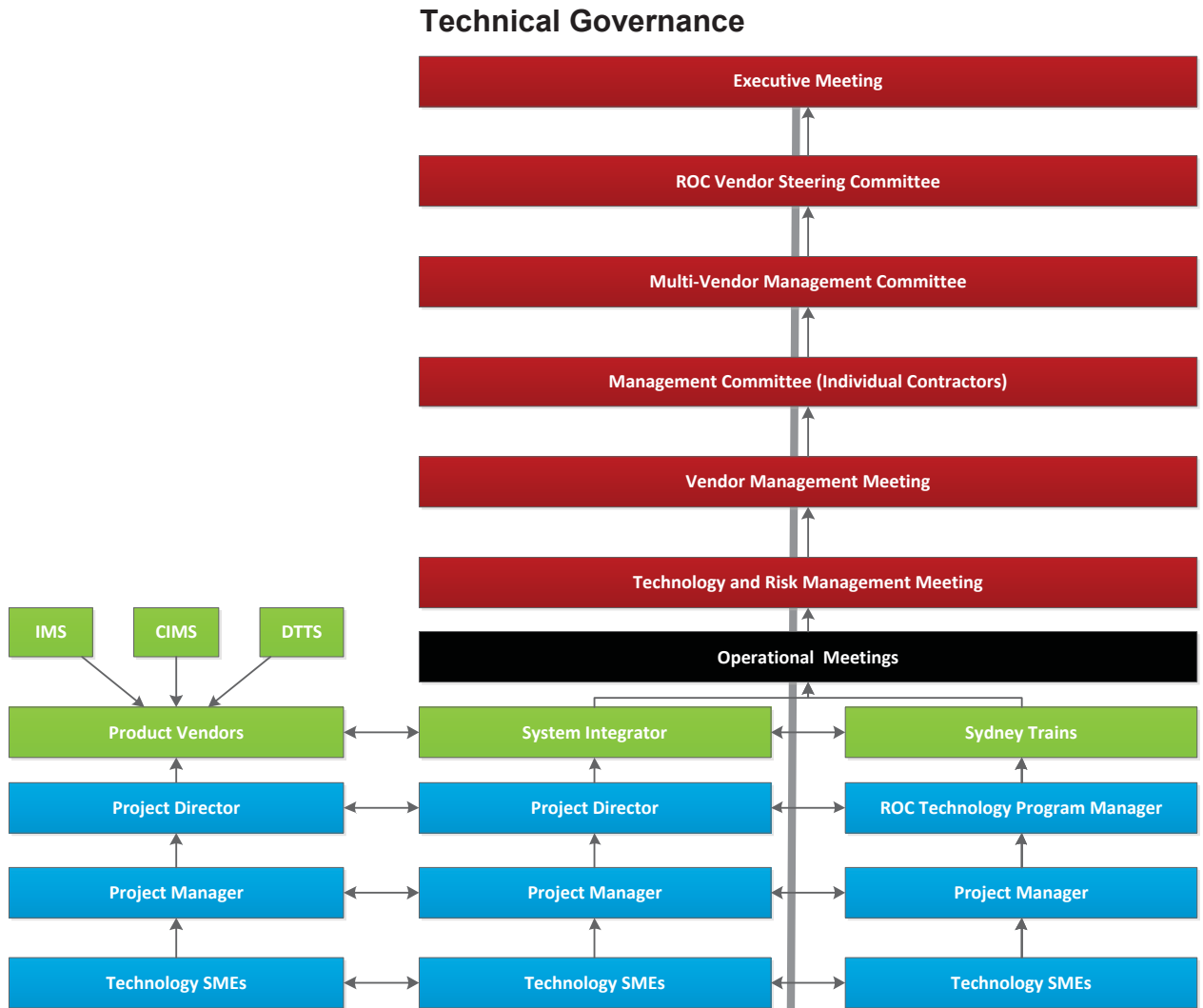


Diagram 1: ROC Technical Governance Diagram

Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cell is not subject to the formal governance process but included by reference in this document.
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 6.1.2 The vertical cells establish the logical workflow between the Contractor and the Other Contractors, as well as the Contractor and the Customer.
- 6.1.3 The horizontal cells establish technical counterparts in increasing levels of significance.
- 6.1.4 The delineation of responsibility is exhibited by the black line between the Customer and Contractor. The purpose is expressly designed to provide a visual representation of the Systems Integrator model engagement.
- 6.1.5 This is reinforced by the fixed engagement lines between the Contractor and Other Contractors technical counterparts, and the line between the Contractors and the Customers technical counterparts. This serves to demonstrate that the Contractor may directly engage the Customers technical personnel during the program, however the technical relationship for product vendors only extends to the Contractor.

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7 Governance Structure (Commercial Governance)

7.1 Commercial Governance

- 7.1.1 While the Contractor (Systems Integrator) is the Customer’s agent responsible for delivering the ROC Solution, commercial matters are expressly excluded from the scope of managing the Other Contractors in order to ensure confidentiality of the Other Contractors’ commercial affairs.
- 7.1.2 Commercial Governance between the Parties is therefore dealt with individually between the Customer, the Contractor and the Other Contractors as illustrated in the following diagram.

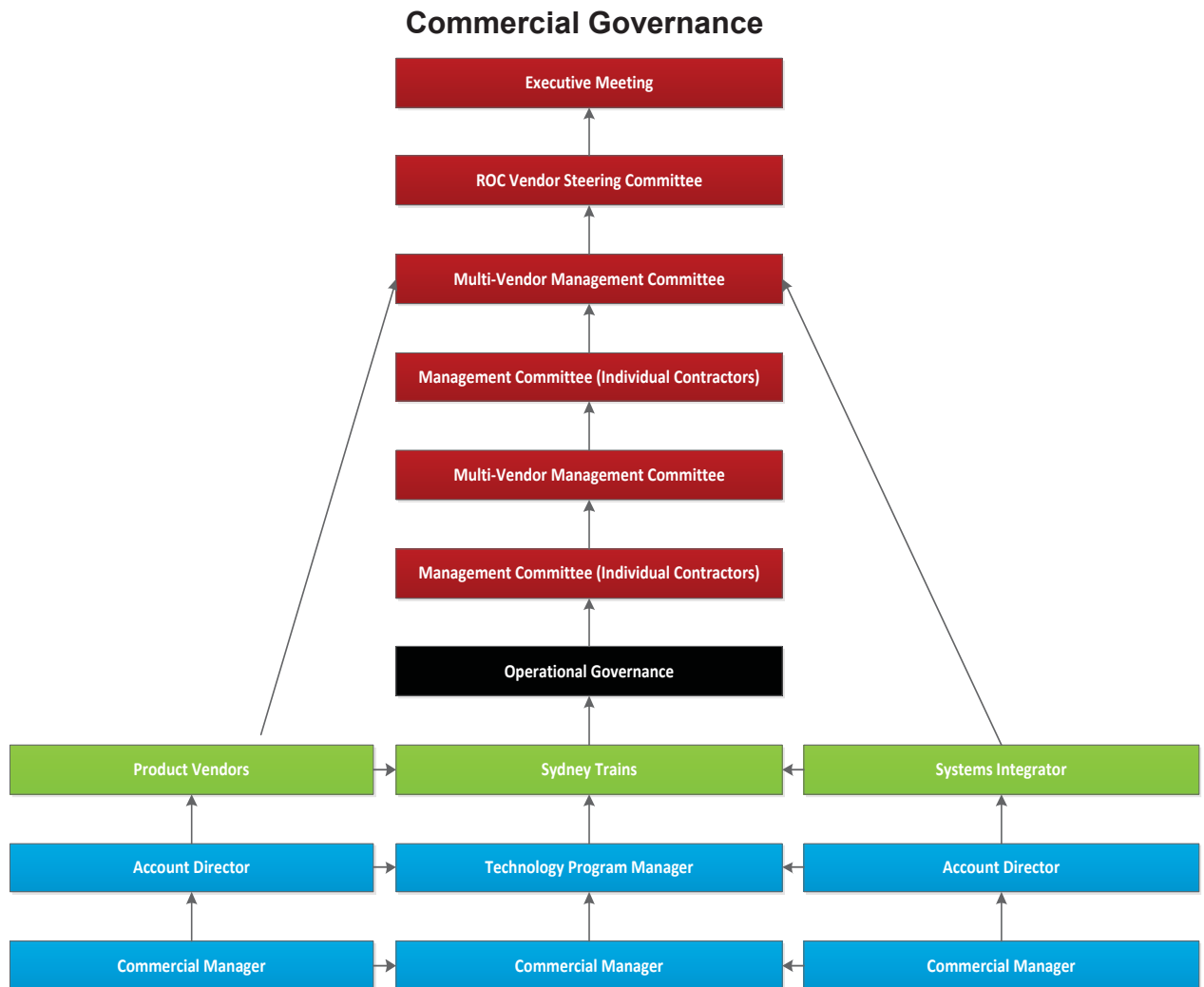


Diagram 2: ROC Commercial Governance Diagram

7.1.3 Colour coding for the diagram above:

- a. Red cells identify the relevant meetings in order of descending significance
- b. Black cells are not relevant to Commercial Governance
- c. Green cells identify the relevant organisation
- d. Blue cells identify the relevant role within the organisations.

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- 7.1.4 The vertical cells establish the logical workflow within the relevant organisation. Note the separation of the Contractor and the Other Contractors.
- 7.1.5 The horizontal cells establish commercial counterparts between the Other Contractor and the Customer and the Contractor and the Customer.
- 7.1.6 Commercial discussions bypass the operational meeting and vendor management meeting as these involve non-commercial attendees.
- 7.1.7 Discussions relating to commercial issues should occur at the Management Meeting as:
 - a. Meetings are between the Customer and individual contractors to ensure confidentiality of their information.
 - b. The absence of other Contractors promotes an open and frank exchange of views between the parties, including highlighting any issues any Contractor may have with another Contractor.

Communication Plan

8 Contractor's Key Roles in the Governance Structure

8.1 Overview

The Contractor shall provide the following key roles in the joint governance structure:

- a. Managing Director
- b. General Manager
- c. Account Executive / Client Relationship Manager
- d. Service Delivery Manager / Project Director
- e. Account Executive / Client Relationship Manager
- f. Commercial Manager
- g. Project Manager
- h. Lead Solution Architect.

The primary governance-related responsibilities for each key role are specified in sub-section "Key Roles and Responsibilities".

The Contractor shall appoint an individual for each of the roles above and one individual may not fulfil more than three of the roles above.

8.2 Key Roles and Responsibilities

8.2.1 Managing Director

The Contractor's Managing Director is responsible for all facets of the Contractor's performance, including service delivery, relationship management and finances. The Managing Director interfaces with the Customer's CIO.

8.2.2 General Manager

The Contractor's General Manager is responsible for the overall management of the relationship at the strategic and executive level as well as leadership of the service delivery team. The General Manager interfaces with the Customer's Program Director.

8.2.3 Account Executive / Client Relationship Manager

The Contractor's Account Executive will be responsible for the overall engagement with the Customer under this Agreement. The Account Executive will be the single point of accountability for the account and for all of the Services. The Account Executive works with the Customer's Technology Program Manager to align the delivery of Services with the strategic needs of the Customer, with focuses on performance, charges and contractual matters. The primary governance-related responsibilities of the Account Executive are:

- a. Management of the executive relationship between the Contractor and the Customer
- b. Management of the Contractor's delivery teams
- c. Ensuring a successful relationship with the Customer
- d. Overseeing that all performance requirements are satisfied as agreed in this Agreement
- e. Ensuring proper invoicing and payments between the Contractor and the Customer
- f. Overseeing all contractual related matters, e.g. change of service levels, etc.

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- g. Ensuring that the Contractor fulfils all of its obligations under this Agreement
- h. Overseeing and being responsible for the successful completion of transition required to provide Services in this Agreement
- i. Participating in the Customer's strategic planning process and developing recommendations and plans that support the Customer's strategic direction
- j. Informing the Customer about relevant new corporate capabilities and developments within the Contractor's organisation and proposing ideas and solutions that may contribute to Continuous Improvement
- k. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.4 Service Delivery Manager / Project Director

The Contractor's Service Delivery Manager has the overall responsibility of delivering the Services. The Service Delivery Manager works with the Customer's Technology Program Manager to manage and meet commitments, requirements and expectations regarding overall delivery, including scope and demand within the scope of the Services. The primary governance-related responsibilities of the Service Delivery Manager consist of:

- a. Providing overall leadership and management of the Service delivery teams
- b. Interfacing with and supporting the Customer organisation, which contributes to building a successful relationship between the Customer and the Contractor
- c. Responsible for the appropriateness, quality and timeliness of all defined scope of Services and transition, and ensuring overall management of inter-service dependencies and issues
- d. Monitoring and measuring of the Services from the Contractor to the Customer
- e. Ensuring end-to-end responsibility of Maintenance, Service Request, and Enhancement activities to be delivered and/or maintained by the Contractor.

8.2.5 Account Manager / Client Relationship Manager

The Account Manager has primary responsibility for the administration and management of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Account Manager consist of:

- a. Establishing and executing all required account and business management processes and associated reporting to meet the Customer's expectations
- b. Ensuring that a log is updated and shared with the Customer containing names and contact information of personnel holding roles set forth in the PIPP.
- c. Informing the Customer of important changes in the Contractor's resources that may have a material effect on the Services
- d. Assisting the Account Executive in the resolution of contract disputes
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance
- f. Ensuring the Contractor's fulfilment of its obligations under this Agreement;
- g. Ensuring satisfaction of legal requirements
- h. Advising management of contractual rights and obligations
- i. Reviewing and facilitating the Contractor's approval of all contractual documents

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- j. Working with other relevant the Customer teams to ensure contractual requirements are met, including documentation and management of Service Levels
- k. Providing information to the Customer as appropriate to facilitate the Customer understanding of the Contractor's new capabilities relevant to the Services
- l. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document.

8.2.6 Commercial Manager

The Contractor's Commercial Manager has the overall accountability of the Contractor's contractual compliance with the Agreement. The primary governance-related responsibilities of the Commercial Manager consist of:

- a. Working with the Customer's Commercial Manager to prepare, approve, and execute contract change orders, amendments, and modifications
- b. Maintaining and updating issues and open actions log in order to track and facilitate resolution of all contractual issues and actions; performing escalations as required
- c. Assisting in the contractual management of all new service offerings and related new Customer requirements so that they are properly reviewed, approved, executed, and integrated into the Agreement in accordance with the Contract Change Control Procedure in Schedule 3 of the General Order Form.
- d. Maintaining an index of the pertinent parts of the Agreement, modifications and business agreements, contract correspondence and letters, and other agreed information and documentation pertinent to the Agreement
- e. Managing contracts and modifications, resolving all issues affecting the Services compliance; ensuring the Contractor's fulfilment of its obligations under this Agreement; ensuring satisfaction of legal requirements; advising management of contractual rights and obligations
- f. Run benchmarking exercises in cooperation with the Customer's Contract Manager (discretionary/infrequent activity).

8.2.7 Project Manager

The Contractor's Project Manager has the overall accountability of the performance of the Project team for the day-to-day running and delivery of the Project. The primary governance-related responsibilities of the Project Manager consist of:

- a. Working with the Customer's Project Manager to ensure smooth day-to-day running and delivery of the Project
- b. Managing project deliverables to schedule and budget, identify risks and mitigation strategies and report as required
- c. Single point of contact to vendors for delivery including escalation point.

8.2.8 Lead Solution Architect

The Contractor's Lead Solution Architect has the overall responsibility and accountability of the architectural design of the ROC technology solution. The primary governance-related responsibilities of the Lead Solution Architect consist of:

- a. Working with the Customer's ROC Technology Lead Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Contractor architects in defining the technology solution, specifically supporting the Solution and Integration Architects.

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9 Customer's Key Roles in the Governance Structure

9.1 Overview

The Customer shall fulfil the following six key roles in the joint governance structure for the purpose of providing Services as per this Agreement:

- a. Chief Information Officer
- b. ROC Program Director
- c. Technology Program Manager
- d. ROC Technology Lead Architect
- e. Commercial Manager
- f. Release Project Manager

Each role can be conducted by one or divided into a small number of individuals. The Customer can decide if an individual shall conduct more than one role.

The primary governance-related responsibility for each key role is specified in Section "Key Roles and Responsibilities".

9.2 Key Roles and Responsibilities

9.2.1 Chief Information Officer

The Chief Information Officer is responsible for representing the Customer at Executive Meetings. The Chief Information Officer's key focus is on the strategic relationship with the Contractors in order to ensure the ROC Technical Solution is implemented in accordance with the Customers' operational and budgetary requirements.

9.2.2 ROC Program Director

The Customer Program Director is equivalent to the Contractor's General Manager and responsible at the strategic and executive level for management of the relationship. The Program Director shall:

- a. Provide executive sponsorship of the strategic relationship
- b. Communicate the Customer's IT strategy to the Contractor.
- c. Provide direction and leadership to the ROC Program's Stream Leads

9.2.3 Technology Program Manager

The Technology Program Manager is responsible for overseeing the delivery of Services by the Contractor. The primary governance-related responsibilities of the Technology Program Manager include:

- a. Interacting with the Contractor's Account Executive
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Where applicable, approving Service Credit and Incentive settlement. Approving and authorising the Contractor's invoices to the Customer
- e. Ensuring the Customer meets agreed-upon deadlines
- f. Providing strategic dispute resolution

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- g. Acting as the single point of contact for business users and gatekeepers for requests from business units
- h. Supporting business units in clarification of ROC technology related issues
- i. Working with the Contractor's Account Executive to revise scope of Services as required by the ROC Program
- j. Reviewing key Risks and Issues
- k. Approving prioritisation of Service Requests and Enhancements if needed.

9.2.4 ROC Technology Lead Architect

The ROC Technology Lead Architect is responsible and accountable for overseeing one or more Technology streams in the Project. The primary governance-related responsibilities of the ROC Technology Lead Architect include:

- a. Working with the Contractor's Lead Solution Architect to ensure a consistent approach to architectural design of the Technology component of the ROC Program
- b. Working with and guiding the Customer architects in defining the technology solution, specifically supporting the architects on the project: Solution, Infrastructure and Data Architects.

9.2.5 Commercial Manager

The Customer Commercial Manager has the primary responsibility for managing the commercial relationship, monitoring the Contractor's commercial performance against the Agreement and ensuring contract compliance. The Customer Commercial Manager shall work with the Contractor's Account Manager and Commercial Manager to achieve the goals and objectives of the contract regarding vendor management. The primary governance-related responsibilities of the Contract Manager include:

- a. Interfacing with the Contractor's Account Manager and the Contractor's Commercial Manager counterpart
- b. Extracting contract terms, Service Levels, and performance metrics that will be monitored and reported
- c. Establishing the Customer's contract governance policies, procedures, tools, and templates
- d. Ensuring internal stakeholder and the Contractor's awareness of and compliance with the Customer's contract governance framework
- e. Regularly reviewing the Contractor's performance against the Agreement
- f. Ensuring receipt of all reports from the Contractor as agreed in the Agreement.
- g. Ensuring that a log is at all times updated and shared with the Contractor containing names and contact information of the Customer personnel holding contractual roles set forth in this schedule
- h. Participating in negotiations for updates to the Agreement
- i. Performing compliance oversight and review of the contractual elements defined in the Agreement, working with the Customer management and others to address and resolve compliance issues
- j. Resolving escalated issues in accordance with Section "Issue Escalation Process" in this document

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- k. Review invoices and resolve any charge related issues with the Contractor's Account Manager
- l. Coordinate benchmarking exercises (discretionary/infrequent activity)
- m. Drafting amendments to the Agreement, including socialisation with the relevant internal and Contractor stakeholders.
- n. Ensure approval of contracts and amendments in accordance with the Customer's policies and procedures, applicable laws, the Customer requirements in accordance with the Contract Change Control Procedure of Schedule 3 of the General Order Form
- o. Reviewing the Contractor's performance to contract regarding Service Levels, Service Level Credits and any Service Level rebates.

9.2.6 Release Project Manager

The Customer Release Project Manager is responsible for the day-to-day running of the Customer side of the Project and for overseeing the delivery of the Project by the ROC Program Streams and the Contractor. The primary governance-related responsibilities of the Project Manager include:

- a. Interacting with the Contractor's Project Manager
- b. Providing management support and guidance to the Customer's governance organisation including removing obstacles that impede success in a timely manner
- c. Ensuring the Customer meets agreed-upon deadlines at the Project level
- d. Working with the Contractor's Project Manager to manage scope, schedule and budget
- e. Identify Risks and mitigation strategies.

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10 Issue Escalation Process

10.1 General

- 10.1.1 The Parties agree to implement and adhere to a defined escalation process for issues that arise regarding management of service delivery issues and the overall governance of the relationship.
- 10.1.2 Prior to a Party initiating the Escalation Process, the Parties should ensure all reasonable endeavours are undertaken to resolve the Issue at the technical level between the Contractor and the Customer's personnel, or between the Contractor and Other Contractor's technical-level personnel.
- 10.1.3 In the event that an Issue involves an Other Contractor, and is of a specific commercial nature, the escalation path should exclude the Contractor (System Integrator).
- 10.1.4 The Parties shall resolve issues in a constructive way that reflects the concerns and commercial interests of each Party. The Parties' primary objective and intent is to ensure that sufficient effort is made to have issues resolved by the appropriate levels of authority as soon as possible without the need for escalation.
- 10.1.5 In the event the Parties cannot reach a resolution of an issue at a given level, the Parties shall follow the Escalation Procedures, in terms of Notification, Documentation, and Request for Meeting, Escalation Path, and Issue Review as set forth in Section "Escalation Path".

10.2 Escalation Procedures

10.2.1 Notification

- a. Either Party (i.e the customer or the contractor) may decide that escalation is desirable when resolution of an issue appears unachievable at the current management level. In that event, the Party desiring escalation provides written notice of its intention to the member(s) of the other Party currently involved in the dispute.
- b. At either Party's request, the Parties currently engaged in attempting to resolve the issue shall meet again to attempt resolution of the issue prior to escalation to the next level. When and if the issue cannot be resolved at the current management level, the issue will then be escalated after good faith attempts by the Parties to resolve the issue at the current level. However, at any time five days or more after an issue has been escalated to one of the levels in Section "Issue Escalation Path", a Party may, by notice to the other party, escalate it to the subsequent level.

10.2.2 Documentation

- a. The Parties will jointly develop a short briefing document called Statement of Issue for Escalation that describes the issue, relevant impact and positions of the Parties.
- b. Documentation shall be prepared with the sufficient basis for an appropriate consideration and conclusion.

10.2.3 Request for Meeting

- a. A meeting will be scheduled with appropriate individuals with written notice. Parties will endeavour to meet as soon as possible, however no more than five (5) days from notification.
- b. The Statement of Issue for Escalation will be sent in advance to the participants.

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10.2.4 Escalation Path

The following diagrams depict the escalation paths based on the nature of the engagement with the Contractor. These are:

- a. Systems Integrator and the Customer; and
- b. Systems Integrator and the Other Contractors.

System Integrator (Contractor) / Sydney Trains (Customer) Escalation Path

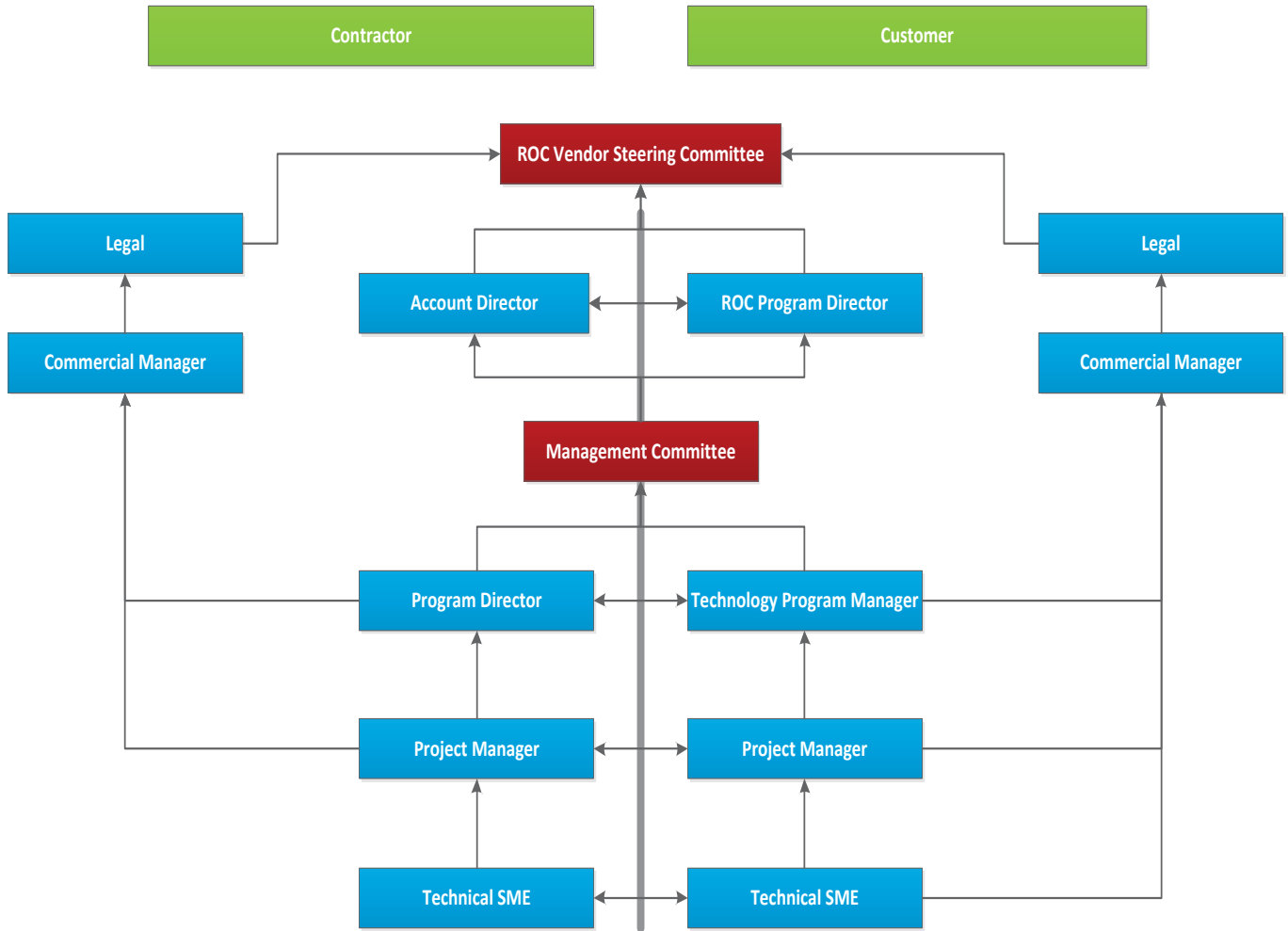


Diagram 3: System Integrator ("Contractor") / Sydney Trains Escalation Path Diagram

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Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

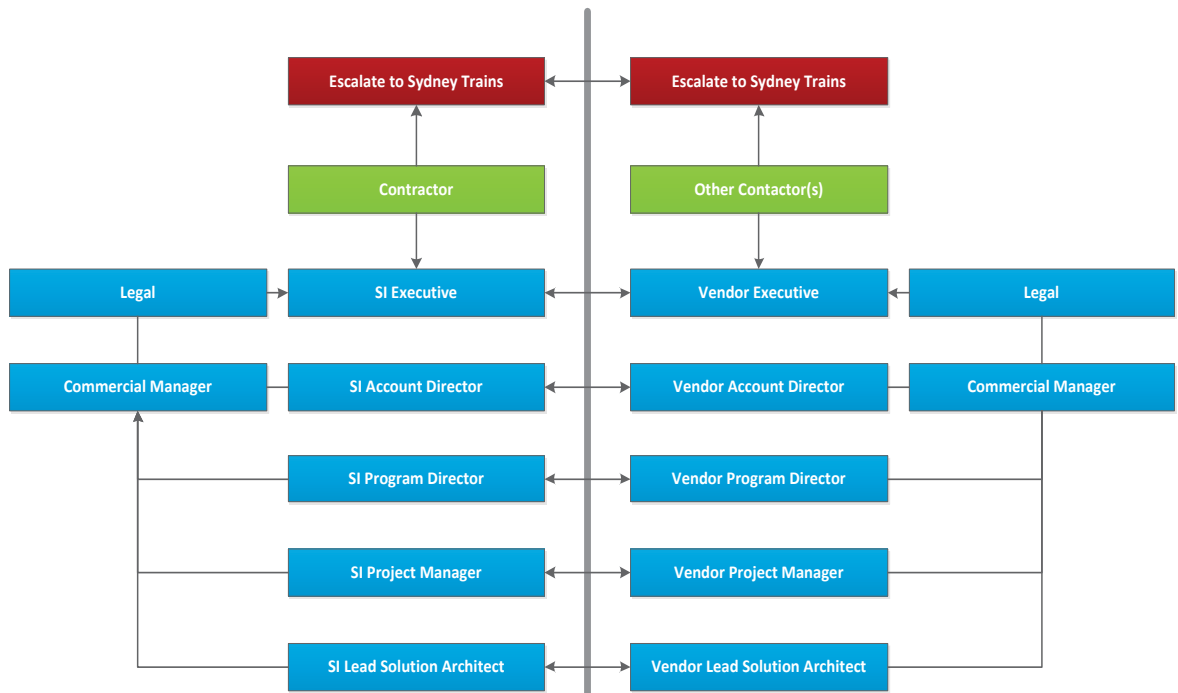


Diagram 4: Systems Integrator (Contractor) / Vendor (Other Contractor) Dispute Escalation Path

10.2.5 Issue Review

Each individual manager and process owner shall try to resolve any issues with their counterpart. If no agreement is made, the Parties should follow, wherever practicable, the above escalation path which attempts to resolve the issue at the counterpart level. From individual manager and process owner there are the following forums.

10.2.6 Technical Level

Wherever practicable, issues should be resolved at the technical level prior to escalation to the Vendor Management Meeting. The exception to the rule is instances where the discussion has the potential to have a quality, schedule or commercial impact. The following should be considered:

- a. Is it a technological issue related to the Contractor's product or their performance?
- b. Has the Customer contributed to the issue in terms of non-performance, delays in providing CSI, or failure to manage 3rd parties?
- c. Is the Issue attributable to limitations of the Customer's technological environment?
- d. If the issue cannot be resolved, it shall be treated according to the following contractual profile:
 - i. Technological or delivery related issues should be escalated to the Vendor Management Meeting
 - ii. Matters of a Commercial nature should be escalated to the Management Committee meeting.

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10.2.7 Vendor Management Meeting

Escalation to the Vendor Management Meeting is only appropriate if the Parties have exhausted all options at the Technical level. Attendees at the Vendor Management Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Was the issue a foreseeable event?
- c. Is it a technological issue related to the Contractor's product or their performance?
- d. Has the Customer contributed to the issue, in terms of performance, or technological limitations?

10.2.8 Management Committee Meeting

The Management Committee Meeting is the forum to discuss commercial issues escalated by a Party. Attendees at the Management Committee Meeting shall investigate the issue and make their determination based on, but not limited to, the following considerations:

- a. Is the issue attributable to lack of clarity of scope?
- b. Is this a technological issue?
- c. Does the Contract support a particular Contractor's position?
- d. Was the issue a foreseeable event?
- e. Does the issue relate to partial or substandard performance by the Contractor and/or the Customer?
- f. Has the Customer provided all necessary assistance, information, etc. to enable the Contractor to perform their work?
- g. Has an Other Contractor contributed to the issue?

If the issue cannot be resolved, it shall be escalated to the ROC Vendor Steering Committee for final determination.

10.2.9 ROC Vendor Steering Committee

The ROC Vendor Steering Committee is the forum to discuss all outstanding technological, relationship or commercial issues escalated by the Management Committee Meeting. Unless it is unequivocal as to which party bears sole responsibility for an issue, the attendees' focus at the ROC Vendor Steering Committee should be to attempt to resolve the matter in a way that is conducive to the commercial interests of all Parties.

10.2.10 Issue Documentation after Resolution

- a. Resolution of an issue must be documented and executed as a statement of fact. The documentation should additionally identify what further actions will be required to prevent reoccurrence: for example, changes in processes, contract variation etc.
- b. Copies of the Issue Documentation must be retained in the shared document repository.

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10.3 ROC Culture and Behaviours

The ROC Program adheres to the following meeting rules or “etiquette”¹:

ROC Culture and Behaviors	
Meeting Etiquette ... ensuring meetings are efficient, collaborative & innovative	
You should expect ...	You should challenge ...
An agenda and purpose for the meeting should be clear in the invitation (plus any pre-reading if possible).	Meetings without precise purpose and direction which linger and do not achieve an outcome.
Meetings invitations to be sent and responded to in good time.	People tentatively accepting or declining a meeting invitation without providing a reason.
Scheduled breaks for longer meetings, so e-mails and phone messages can be checked.	People 'reading under the table', scrolling through emails, texting, internet surfing, etc... <i>Note: if this happens, perhaps the meeting is not focused enough, or the wrong people are there</i>
People arriving early so meeting can start on time.	People arriving late, expecting others to brief them. <i>Note: if you miss part of the meeting, you lose your right to complain later about decisions made</i>
Mobile phones turned to silent. 'Only step out for extraordinary calls.	Use of mobile phones which distract meetings.
Comments to be held until the speaker finishes, however legitimate interjections and clarifications should be made appropriately.	Interruptions that are not constructive or on topic.
Being respectful of all inputs, feedbacks, opinions – even if they challenge the status quo.	Input that isn't made constructively.
People using 'I statements' to share their experiences with frank, honest and powerful words.	People starting statements with 'they', 'we', 'you', or otherwise trying to speak on behalf of groups not in the room.
A meeting to finish at least 5 mins before the allotted time; allowing others to get to next commitments on time	Meetings that extend past the time allotted or make you late for your next commitment.
Your Challenge: Can you achieve your objectives and reduce meeting time?	

¹ Reference - Sydney Trains document: *ROC Meeting Etiquette Poster.docx*

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11 Stakeholder Engagement Matrix

Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
Meetings	Executive Meeting	The Executive meeting is the forum from which executives from Sydney Trains and the Systems Integrator discuss the progress of the project and potential future opportunities.	<ul style="list-style-type: none"> - Executive Director Future Network Delivery(Chairman) - CIO - General Manager (relative Business) - ROC Program Director (supports the CIO). 	<ul style="list-style-type: none"> - CEO - CIO - Senior Account Manager, or "C" level representative 	<ul style="list-style-type: none"> i. Resolution of risks and issues related to the overall relations between the Customer and the Contractor ii. Overall performance against business goals iii. Where applicable, revision of goals and long term plans for development of the relationship iv. Identify and discuss joint strategic business direction and opportunities v. As the highest level on the escalation path. Act as the ultimate point of joint dispute resolution. 	<ul style="list-style-type: none"> i. Meeting Agenda ii. ROC Vendor Executive Pack documenting contract performance iii. Recommendations as escalated from the ROC Vendor Steering Committee iv. Critical Risk and Issues derived from the Risk and Issues Register v. Decision log 	Contractor 48 hours	Annually
	ROC Vendor Steering Committee	The ROC Vendor Steering Committee is the primary focal point for executive and strategic decisions, as well as the escalation point for resolution.	<ul style="list-style-type: none"> - CIO - GM Strategic Procurement - ROC Program Director <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Commercial Manager - ROC Technology Program Manager 	<ul style="list-style-type: none"> - GM responsible for Account, or "C" level representative <p>The following report into this meeting:</p> <ul style="list-style-type: none"> - Project Director 	<ul style="list-style-type: none"> i. Project update ii. Strategic direction of the ROC Program iii. Status of the relationship between the Parties iv. Project budget / incentive opportunities v. Future opportunities associated with the ROC Program and Sydney Trains in general vi. Escalated risk raised by the Management Committee 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risks only) 	Contractor 48 hours	Quarterly
	Multi-Vendor Management Committee	The Multi-Vendor Management Committee deals with governance between all Parties to the ROC Program and as a consequence, expressly excludes discussions relating to commercial matters of any party: e.g. Contractors financial affairs, product strategic direction, IP etc.	<ul style="list-style-type: none"> - ROC Program Director - ROC Technology Program Manager - T&C Program Manager - Commercial Manager <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Attendees should not be Vendor Management Meeting attendees</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Proposed efficiencies / business improvement v. Future scope opportunities associated with the ROC Program vi. Escalated risk raised by the Governance Meeting vii. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Joint DRICA ("A" and "B" risk only) 	Contractor 48 hours	Quarterly / ad-hoc as required

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Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
	Management Committee (Individual Contractors)	The Management Committee (Individual Contractors) conducts governance on a managerial level and is primarily focused on ensuring vendor performance, relationship management and commercial performance, including change requests, invoices, service credits and incentives.	<ul style="list-style-type: none"> - ROC Technology Program Manager - Commercial Manager <p>NOTE: ROC Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> - Senior Account Manager - Project Director <p>NOTE: Contractor Release Project Managers (reports into this meeting)</p>	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business <p>All of the above is included in a pack with the status update and prepared by the vendor</p>	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Status Update Pack iv. Joint DRICA ("A" and "B" risks only) 	PMO Representative 48 Hours	Monthly
	Release Delivery Team Meeting	<p>The Release Delivery Team Meeting: ensures that the Release is a fully integrated, coherent, implementable solution that satisfies the Final Business Case benefits and business requirements apportioned to the Release (as agreed on the commencement of that Release (Gate 0)).</p> <p>It also manages the delivery of the release as a program, including the monitoring and control the Release schedule, scope, quality, cost (in that the RDT is to ensure any scope changes are managed in partnership with the stream that owns the relevant budget), risks, and issues over the total life cycle of the release.</p>	<ul style="list-style-type: none"> - Release Delivery Manager - Stream Delivery Managers 	<ul style="list-style-type: none"> - Vendor Release Project Managers 	<ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Relationship Management iv. Escalated risk raised by the Governance Meeting v. General business 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Meeting Minutes: Minutes shall be taken by the PMO and socialised with the Customer's attendees within 48 hours of the end of the meeting 	PMO 48 hours	Weekly
	Vendor Management Meeting	The Vendor Management Meeting focuses on the overall service delivery of the Contractor and Other Contractors. Vendor Management Meetings should be conducted by the Project Managers. Issues to be discussed include: progression of the relative stream, service delivery, quality, issue clarification and resolution etc. No commercial matters are discussed at this level due to the involvement of a number of different vendors.	<ul style="list-style-type: none"> - ROC Release Project Manager - Technology Lead Architect or nominated delegate 	<ul style="list-style-type: none"> - Release Project Manager - Project Coordinator - Nominated technology SME 	<ul style="list-style-type: none"> i. Performance against the schedule ii. Proposed scope changes iii. Deliverable status, including acceptances iv. Resource planning v. Customers CSI compliance vi. Risks and Issues vii. Escalation points for Management Committee Meeting 	<ul style="list-style-type: none"> i. Meeting Agenda ii. Minutes of previous meetings iii. Project Highlight Report iv. Risk and Issues derived from the Risk and Issues Register 	Contractor 48 hours	Weekly
	Operational Meetings	The Operational Meetings are ad hoc meetings held between the relevant Parties to assess technology specific issues: e.g. testing, availability and configuration of environments, security,	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers (o) - other key personnel (o) 	<ul style="list-style-type: none"> - Relevant SME's - Release Project Managers 	As Required	As Required	There are no minutes however action items are taken and	As required

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Type	Forum	Forum Description	Attendees (Customer [ST])	Attendees (Contractor [SI]/other)	Agenda	Material	Minutes	Frequency
		<p>integration, configuration and customisation issues, etc.</p> <p>Attendees are the SME's and, depending on the nature of the issue being discussed, may also require the involvement of the Release Project Managers and other key personnel.</p> <p>No commercial matters are discussed at this level as attendees are not involved in financial / contractual management.</p>		<p>(op.)</p> <ul style="list-style-type: none"> - Other key personnel (op.) 			distributed	
	Project Management Forum	<p>The Project Management Forum Meetings are meetings held fortnightly between the ROC Technology and Contractor Release Project Managers. This meeting is a discussion forum for the project managers on the ROC Technology Program to share understanding and issues and ensure alignment of project management activities across the Program.</p>	<ul style="list-style-type: none"> - ROC Technology Release Project Managers 	<ul style="list-style-type: none"> - Release Project Managers 	<ul style="list-style-type: none"> i Master Schedule overall ii. Potential blockers, emerging issues, threats iii. Relationship Management iv. Lessons learnt, good practice share v. Collegiate advice vi. Future horizon planning 	<p>The material is as required to support the subjects being discussed</p>	<p>There are no minutes however action items are taken and distributed</p>	Fortnightly
Reports	Project Highlight Report	<p>Generated weekly per ROC Release and contains: Key Indicators (Project RAG Status); Milestone, budget and overall project update with particular explanations of any amber or red items; PIPP Deliverable updates; DRICA updates; Change Requests/updates & Action Items</p>	<ul style="list-style-type: none"> - ROC Technology Program Manager - ROC T&C Program Manager - ROC Commercial Manager - Customer Release Project Managers - Customer Lead Architects 	<ul style="list-style-type: none"> - SI Project Director - Release Project Managers - Release Team Members if/as required 		PHR Report	PHR Report	Weekly
	Project Status Update Pack	<p>Developed and presented during the Management Committee Meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Distributed to attendees of the meeting</p>	<p>Pack covers the following items:</p> <ul style="list-style-type: none"> i. Project status and update ii. Schedule Management iii. Commercial Management iv. Relationship Management v. Proposed efficiencies / business improvement vi. Future scope opportunities associated with the ROC Program vii. Escalated risks raised by the Multi-Vendor Management Meeting viii. General business 	N/A	PMO Coordinator	Monthly

Appendix J – ETG PIPP

See embedded document: ETG PIPP



ETG PIPP.docx

Document Version	Date	Edited by	Reason/nature of changes
0.1	15 December 2017	G+T	Introduction of CR9
0.2	19 December 2017	G+T	Updates to account for CR8

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ETG Project –Delivery Schedule

1. Definitions

Capitalised terms which are not defined in this ETG PIPP have the meaning given to them in the Order Documents or otherwise in the Customer Contract. In this ETG PIPP:

Acceptance Criteria means the criteria set out in Appendix E.

AAD means Actual Acceptance Date.

Backlog Process means the process by which Observations are documented, prioritised, quantified and analysed as further described in paragraph 3.4.

Business Scenarios means the Customer's high level ROC business processes that interact with the ETG Solution and represent the different types of service disruptions that are likely to be encountered by the Customer during a day of operations.

Commission, Commissioned or Commissioning refers to the activities to move the ETG Solution into the Production Environment as set out in the Commissioning Plan Deliverable.

Customer Environment means the equipment, software, systems and other infrastructure owned, leased or licensed by the Customer with which the System must integrate, be compatible and interoperate.

Design for Transition Phase has the meaning given in paragraph 2.2.1.c).

Detailed Technical Analysis Output Document Deliverable means the Document Deliverable of that name under the ECI Deed.

Development Phase has the meaning given in section 2.2.1.b) of this ETG PIPP.

Development Phase Services has the meaning given in the ECI Deed.

Development Phase Deliverables has the meaning given in the ECI Deed.

Discovery Phase has the meaning given in section 2.2.1.a) of this ETG PIPP.

Discovery Phase Deliverables has the meaning given in the ECI Deed.

Discovery Phase Services has the meaning given in the ECI Deed.

Drop means a discrete sequential stage in the:

- a) creation of design artefacts; and
- b) development of,

the ETG Solution. The scope and Deliverables for Drops 1 through 4 are as defined in the ROC Day of Operations Electronic Train Graph – System Integration Plan and Design.

DS means Dassault Systems Australia Pt Ltd (ABN 92 113 589 772) of Level 9, 190 Georges Terrace Perth WA 6000.

DS Customer Contract means the contract between the Customer and Dassault Systems Australia Pty Ltd on or about 20 June 2016 with contract number CW49537, as amended from time to time.

DTTS has the meaning given in the Additional Conditions.

ECI Deed means the Early Contractor Involvement Deed that was entered into by the Parties on or about 12 July 2017.

ETG means electronic train graph.

ETG Functional Requirements has the meaning given in section 3.2.2.a).

ETG Non-Functional Requirements has the meaning given in section 3.2.2.b).

ETG Project has the meaning given in section 2.1.1.

ETG Requirements has the meaning given in section 3.2.2.

ETG Solution has the meaning given in section 2.1.1.

Entry Criteria for a Phase means the criteria that must be met before the Contractor is entitled to commence the work for that Phase, as set out in this ETG PIPP.

Exit Criteria for a Phase means the criteria that must be met before the Contractor is entitled to exit a Phase, as set out in this ETG PIPP.

Handover Phase has the meaning given in paragraph 2.2.1.e).

Hypercare refers to the enhanced support put in place during the Transition Phase as set out in the Hypercare Plan Deliverable.

Interface means each interface between the ETG Solution and the Customer Environment and other applications (as applicable), as detailed in the Interface Specifications.

Interface Design Specifications means the description of each Interface, such as SIRI and Notification Interface, including XML schema definition as delivered as part of the Development Phase.

Interface Specifications means the specifications for the Interfaces as referenced in The Day of Operation Electronic Train Graph – Solution Overview and the Interface Design Specifications.

Load and Performance Testing has the meaning defined in the document titled “ROC-BCT-SG-0001 v2.0_ROC Program Test Management Framework_(Approved)” set out in Appendix F (Testing Baseline) of this ETG PIPP.

Master Data is the critical business information supporting the transactional and analytical operations of the Customer that is shared across more than one Application and that needs to be configured in the System to operate within the Customer Environment.

Observations means observations on the ETG Solution, including those made by the Customer, and those identified by the Contractor as part of the Development Phase of the ETG Solution, that will be reviewed and analysed as part of the Backlog Process.

PROD has the meaning given in the PIPP.

Production Environment has the meaning given in the PIPP.

Project Schedule means the Project Schedule jointly developed by the Customer and the Contractor detailing the activities to be performed, their interdependencies and the related timeframe for those activities and as updated from time to time by the Parties, the current version of which is set out in Appendix C to this ETG PIPP.

Quintiq means Quintiq Pty Ltd.

REM has the meaning given in the PIPP.

ROC means the Rail Operations Centre.

ROC Program has the meaning given in the PIPP.

ROC Technology Solution has the meaning given in the PIPP.

Service Planner means the software licensed to the Customer under the DS Customer Contract.

Service Planner Technical Infrastructure Design or TID means the Technical Infrastructure Design documents for the relevant Customer Environment.

SIRI means 'Service Interface for Real-time Information', a protocol that allows distributed systems to exchange real time information.

Stabilisation refers to the activities that enable the ETG Solution to meet the ETG Non-Functional Requirements as set out in the Stabilisation Plan Deliverable.

System has the meaning given in the PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Technical Environment Management Strategy or TEMS means the Customer's technical environment management strategy.

Test Execution means execution of the planned testing for the relevant Test Phase in accordance with the Detailed Test Plan.

Test Execution Support means support of Test Planning and Test Execution including participation in Defect triage, rectification, progression and regression, re-testing of fixes and impact assessment of program Change Requests.

Test Planning means the planning required for each Test Phase to meet the objectives of the Test Strategy, including creation of test plans, test cases and scheduling of testing activities.

The Day of Operation Electronic Train Graph – Solution Overview means the document of the name as approved by the Customer on 13 October 2017 (as amended).

Transition Phase has the meaning given in section 2.2.1.c) of this ETG PIPP.

UAT means user acceptance testing.

Use Cases mean the 'Out of Box' functions that are available in Service Planner to enable the train controllers to make effective service disruption management decisions on a day of operations.

2. Introduction

2.1. ETG Project

- 2.1.1. The Customer currently uses paper-based day of operations scheduling tools (e.g. paper train graph and paper "zig-zag" tables) across its train network. The ROC Program includes the deployment of new system capabilities to deliver an electronic train graph utilising the

configured Service Planner software integrated with relevant Customer applications as specified in The Day of Operation Electronic Train Graph – Solution Overview (**ETG Solution**), as further described in paragraph 2.1.3 (**ETG Project**). An original part of the ROC Program was to deliver a day of operations timetabling system known as DTTS. The ETG Solution is a component of the DTTS. The Customer may, in its discretion, opt to develop the ETG Solution further to be the DTTS in due course, however as from Change Request 9, the Parties have agreed to deliver the ETG Solution and each reference to DTTS in the Customer Contract will be read to include a reference to the ETG Solution.

2.1.2. Pursuant to the ECI Deed, the Customer engaged the Contractor to assume full responsibility as prime contractor for the design and development of the ETG Solution. Change Request 9 to this Customer Contract engages the Contractor as prime contractor to provide Design for Transition Services to prepare for the commissioning of the ETG Solution into the Production Environment and the Handover Phase Services, using DS (formerly Quintiq Pty Ltd) as its subcontractor. The Contractor is providing the Services under this ETG PIPP in its capacity as prime contractor in respect of the ETG Solution and as the System Integrator in respect of integration of the ETG Solution with Customer applications in accordance with the Integration Specifications.

2.1.3. As part of the ETG Project, the Contractor must:

- a) configure the Service Planner with an appropriate set of Customer business Master Data and reference data as set out in the Detailed Technical Analysis Outputs Document;
- b) integrate Service Planner with a set of key existing Customer systems as specified in the Interface Specifications, including:
 - i. Timetabling Publishing System (**TPS**);
 - ii. Operational Systems Server (**OSS**)/Trains Locational Publisher (**TLP**);
 - iii. Train Running Information Management System (**TRIMS**) ,
 - iv. Day of Operations Possessions Management System (**TRAK2**);
 - v. Fleet Allocation and Reporting System (**FARS**); and
 - vi. develop the capability within Service Planner to integrate with the REM application being implemented in accordance with this Customer Contract (when available);
- c) work with the Customer's Safety assurance and human factors resources to address operational Observations to implement the ETG Solution in the Production Environment in accordance with the Backlog Process;
- d) implement the ETG Requirements;
- e) develop the ETG Solution so that it is capable of supporting the future Customer Rail Operating Model - e.g. ability to calculate desirable metrics that drive appropriate scheduling;
- f) demonstrate that the ETG Solution is ready to be implemented in the Production Environment;
- g) provide Commissioning, Stabilisation and Hypercare of the ETG Solution in the Production Environment; and
- h) hand-over the ETG Solution to the Customer's 'Business as Usual' function.

2.2. Phased approach

2.2.1. The ETG Project is divided into the following phases containing the following activities:

- a) **Discovery Phase:** comprising all necessary activities in respect of the planning and analysis of the Customer's requirements for the ETG Solution as required by the Discovery Phase Services and Discovery Phase Deliverables.
- b) **Development Phase:** comprising all necessary activities for the development, delivery, implementation, integration and installation of the ETG Solution in accordance with the Development Phase Services and Development Phase Deliverables to demonstrate that the ETG Solution meets the ETG Functional Requirements.
- c) **Design for Transition Phase:** comprising all activities for the preliminary planning of the Transition Phase so that the ETG Solution is ready for Commissioning and Stabilisation, as set out in section 6 of this ETG PIPP.
- d) **Transition Phase:** comprising all necessary activities to 'cut over' or Commission the ETG Solution into the Production Environment including Stabilisation of the ETG Solution to meet the ETG Non-Functional Requirements, and Hypercare as set out in section 7 of this ETG PIPP.
- e) **Handover Phase:** comprising all activities required to formally hand over the ETG Solution to the Customer's "Business as Usual" function (including the design for such activities and their implementation), as set out in section 8 of this ETG PIPP.

2.3. Drops

- 2.3.1. The ETG Solution will be developed in a series of Drops under the ECI Deed. The purpose of each Drop is to focus on the functional requirements for the ETG Solution for a specific Business Scenario applicable to the Customer.
- 2.3.2. The Customer may, in its absolute discretion, elect to move into the Transition Phase under this Customer Contract following the successful delivery of the Development Phase Deliverables (in whole or in part) for Drop 3 or Drop 4. If the Customer elects to move a Drop into the Transition Phase that contains any failures to meet the ETG Requirements, the Contractor must remedy such failure to meet the ETG Requirements in that Drop as part of the Transition Phase Services.

2.4. Contractor's obligations

- 2.4.1. The Parties acknowledge and agree that the Discovery Phase and Development Phase is supplied by the Contractor pursuant to the ECI Deed. Nothing in this ETG PIPP affects the Contractor's obligations under the ECI Deed.
- 2.4.2. As at Change Request 9, the Customer has engaged the Contractor to provide:
 - a) Design for Transition Phase Services and Deliverables; and
 - b) Handover Phase Services and Deliverables,pursuant to this ETG PIPP. The Customer's requirements for the Transition Phase Services have yet to be determined and if required, shall be negotiated between the Parties during the Design for Transition Phase and agreed between the Parties under a Change Request. The Parties acknowledge that such Change Request will include entry into the relevant Module and further Additional Conditions.
- 2.4.3. The Contractor must:
 - a) inform itself of the ETG Requirements and the ETG Project;

- b) supply the Services and Deliverables described in this ETG PIPP and any additional Services and Deliverables agreed by the Parties as being the responsibility of the Contractor and in a manner such that the ETG Requirements are met;
- c) perform all other services, functions, activities, tasks and responsibilities not specially identified in this ETG PIPP but which are:
 - i. reasonably related to the Services or Deliverables described in this ETG PIPP; or
 - ii. reasonably required for the supply of the Services and Deliverables described in this ETG PIPP; and
- d) perform its obligations in relation to Subcontractors for the ETG Project in accordance with this Customer Contract.

3. Scope and Project Delivery Model

3.1. Scope Management

3.1.1. The MoSCoW scope prioritisation technique will continue to be used throughout the ETG Project. This is defined in the table below:

Category	Description
Must Have	Provides the minimal usable set of requirements which the ETG Project must deliver e.g. The integrated ETG Solution shall provide the ability to receive, from source system(s), the real-time train location information of any service (via the TLP) within the MRN, together with any service within a 10km radius (minimum) of entering the MRN (Customer control boundary).
Should Have	Important requirements that if not delivered may lead to business dissatisfaction e.g. The ETG Solution shall provide the ability to automatically apply preconfigured filters/thresholds when displaying planned vs actual routes/times on the ETG.
Could Have	Desirable requirements that have less impact if not addressed during the ETG Project e.g. The ETG Solution shall provide the ability to visualise the stabling and standby locations of fleet.
Won't have	Low priority requirements that won't be delivered as part of the ETG Project e.g. The ETG Solution shall provide the ability to simulate timetable resolution scenarios based on specified criteria (e.g. alterations to train services, alterations in crew allocations, effect of incidents such as signal failures, track section unavailability, electric power outages, extreme heat, rain etc.)

3.1.2. Business Scenarios and Use Cases, as determined in the Discovery Phase and Development Phase will be used in order to facilitate the rapid development of the ETG Solution, by leveraging the creation of validation scripts. The Business Scenarios and Use Cases can also form the basis of training activities in the later delivery phases.

3.1.3. Business Scenarios are first mapped to Use Cases and then mapped across to the ETG Requirements. This approach is to ensure that the ETG Solution can be linked through the ROC Program outcomes, and provides traceability to business benefits.

3.1.4. The Business Cases and Use Cases will be 'living documents' updated throughout the Development Phase for each Drop, allowing for the development activities to commence once there are suitable blocks of work defined.

3.2. ETG Requirements

3.2.1. The Contractor:

- a) must deliver the ETG Solution to meet the ETG Requirements that have been prioritised as 'Must Have' as set out in Appendix A (ETG Requirements); and
- b) where possible, deliver the ETG Solution to meet the ETG Requirements that have been prioritised as 'Should Have' or 'Could Have' as set out in Appendix A (ETG Requirements),

in each case as prioritised in accordance with the MoSCoW technique outlined in section 3.1 and as updated from time to time in accordance with paragraph 3.4.

3.2.2. The Customer's requirements for the ETG Solution include, the Customer's:

- a) functional requirements for the ETG Solution, as set out in tab titled 'RFP Functional Scope Gap' in Appendix A (ETG Requirements), (**ETG Functional Requirements**); and
- b) those non-functional requirements that are agreed between the Parties as part of the Design for Transition Phase from the list of preliminary non-functional requirements set out in the tab titled 'RFP Non Functional Scope Gap' in Appendix A (ETG Requirements) and documented as the ETG Non-Functional Requirements Response Deliverable, (**ETG Non-Functional Requirements**),

in each case, as updated from time to time in accordance with paragraph 3.4 (together the **ETG Requirements**).

3.2.3. The Customer's ETG Requirements include the following business functional area requirements:

#	Business Functional Area	Description
1.	Day of Operations Timetable Management	<p>Creation of a consolidated train schedule (e.g. DWTT, Freight...) based on existing available schedules from upstream business functions (e.g. Train Planning) with the intent of creating a T-0 timetable suitable for day of operations execution.</p> <p>Ability to manually manage various ad-hoc changes required to the day of operations timetable during normal execution.</p> <p>Ability to manually manage service disruptions caused by Incidents within day of operations.</p>
2.	Train Running Monitoring and Delay Management	<p>Automatic matching of actual train location data with the day of operations timetable.</p> <p>Ability to visualise the real-world anomalies that are presented as train location such that an end-user can determine suitable manual resolution.</p> <p>Visualisation of delays to train services and the ability to generate metrics relating to delay impacts to provide decision support to service disruption management of</p>

		the ETG Solution.
3.	Downstream Publication of Day of Operation Timetable	Ability to publish day of operations timetable at the start of day. Ability to publish timetable changes generated to the day of operations timetable as part of normal execution or service disruption.
4.	Network Outage Management	Ability to manage track closures (“ Possessions ”) relating to network maintenance or network disruption scenarios, as part of managing train services within the day of operations timetable during execution.
5.	Fleet Allocation Management	Ability to manage on-network fleet allocations as part of managing train services within the day of operations timetable during execution.

3.3. Out of Scope

3.3.1. Subject to any changes agreed between the Parties in accordance with this Customer Contract, the ETG Requirements exclude the following:

b) business functional area requirements; and

#	Business Functional Area	Description
1.	Day of Operations Timetable Management	Defining a business and/or technical solution to address existing scheduling issues (e.g. quality, alignment, process, timeliness etc.) due to business processes that occur within the scheduling time horizon (i.e. before day of operations T-0). Advanced decision support / optimisation of changes required to the day of operations timetable due to normal execution or service disruptions caused by incidents.
2.	Train Running Monitoring and Delay Management	Providing a future rail operating model relating to Train Monitoring Officers and the Delay Attribution Officers. Replacing the existing Train Location System. Two-way integration with REM (as likely changes required to both REM and Service Planner). Replacing the existing Customer Information Train Running Monitoring component.
3.	Downstream Publication of Day of Operation Timetable	Two-way integration with existing Passenger Information (PI) systems (as likely changes required to both PI and Service Planner).
4.	Network Outage Management	Replacement of existing day of operations Possessions Management System (e.g. TRAK2). Possession planning and management.
5.	Fleet Allocation Management	Replacement of existing day of operations Fleet Allocation System (e.g. FARS).

		Two way integration with FARS. Yard planning and management.
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c) the following key software quality characteristics of the ETG Solution:

#	Quality Area	Description
1.	Performance	For visualisation of train location data, some complex planning actions and bulk transactions could exceed 2 seconds.
2.	Reliability	Demonstrating or testing of Service Planner COTS functionality that the Contractor is not required to configure as part of the Services for the ETG Solution.
3.	Interoperability	Developing an automated solution for handling all erroneous real-world train location data. Including functionality in Service Planner to address short-comings in upstream systems or business processes that impact the quality of data supplied to Service Planner.
4.	Availability	Responsibility for measuring availability in the Production Environment.

3.3.2. In addition, as part of the Services, the Contractor is required to provide the Customer with the required specifications for the Customer Environment that the Customer is required to build in order for the ETG Solution to operate in the relevant Customer Environments. As part of the Design for Transition Phase Services, the Parties will document such specifications in a Technical Infrastructure Design Document. To the extent the Customer provisions the relevant Customer Environments in accordance with the Contractor-provided specifications, and such specifications are unsuitable because the hardware provided by the Customer caused the System to fail to meet the requirements (other than due to the capacity forecast proving to be inadequate), the Customer may:

- a) require the Contractor to pay 90% of the costs associated with any necessary modifications to that hardware (including where the applicable cost is the procuring of additional hardware); and
- b) require the Contractor to carry out any necessary work or modifications it believes necessary or that are requested by the Customer to ensure that the additional hardware is suitable to ensure that the System meets the requirements.

3.4. Schedule Management and Backlog Process

3.4.1. Subject to sections 7.1.2 and section 10:

- a) the Discovery, Development and Transition Phases are intended to be time boxed to fixed duration; and
- b) the ETG Solution is to be implemented within 2 weeks of the planned implementation date set out in the Project Schedule.

3.4.2. The MosCoW method is continually used to reassess what can be delivered within the agreed timelines and to ensure that factors that may impact the schedule are tightly managed. As part of the ETG Project Governance Forums set out in section 13 and the Backlog Process, the Parties shall consider:

- a) timely issues for escalation and resolution;
- b) availability of business stakeholders for:
 - i. Business Scenario and Use Case clarification;
 - ii. attendance at validation and showcase phases; and
 - iii. MoSCoW prioritisation of the ETG Requirements.

3.4.3. Throughout the ETG Project:

- a) any new ETG Requirements will also be prioritised using the MoSCoW technique; and
- b) existing requirements and priorities will be reviewed throughout the ETG Project to ensure that they remain valid.

Any prioritised ETG Requirements will then be considered and agreed between the Parties as part of the Backlog Process for inclusion in subsequent Drops, including based on factors such as technical feasibility, impact on other prioritised requirements and time and budget.

3.4.4. Additional new ETG Requirements:

- a) may result in existing ETG Requirements being de-scoped (due to time and budget restraints); and
- b) that require significant effort that cannot be covered by de-scoping of existing ETG Requirements, may require the Parties to agree a Change Request in accordance with section 10.

4. Discovery Phase

- 4.1.1. The Discovery Phase Services and the Discovery Phase Deliverables are supplied by the Contractor under the ECI Deed and nothing in this ETG PIPP affects the Contractor's obligations in relation to the Delivery Phase under that deed.

5. Development Phase

- 5.1.1. The Development Phase Services and Development Phase Deliverables are supplied by the Contractor under the ECI Deed and nothing in this ETG PIPP affects the Contractor's obligations in relation to the Development Phase under that deed.

- 5.1.2. The Contractor acknowledges and agrees that, unless otherwise requested by the Customer, no Development Phase Deliverable will move to the Transition Phase until:

- a) the Contractor has tested and validated that Deliverable that it meets the relevant ETG Requirements and provided evidence satisfactory to the Customer that the Deliverable has met the requirements;
- b) the Contractor has performed the showcase; and
- c) the Customer has approved the Deliverable to move to the Transition Phase.

6. Design for Transition Phase

6.1. Overview

6.1.1. The purpose of the Design for Transition Phase is to:

- a) finalise the Customer's ETG Non-Functional Requirements; and
- b) conduct preliminary planning for the Transition Phase, including to prepare for and refine the Customer's requirements for the Transition Phase, including the preparation of the Document Deliverables.

6.1.2. The Contractor must ensure that:

- a) all of the Design for Transition Phase Services and Deliverables that it is obliged to supply under the Design for Transition Phase are supplied and completed;
- b) it provides appropriately skilled resources to assist the Customer during the Design for Transition Phase; and
- c) all Deliverables that it is obliged to supply under the Design for Transition Phase are successfully completed on or before the relevant date(s) specified in the Project Schedule.

6.2. Services

6.2.1. The Contractor must supply the following Design for Transition Phase Services:

#	Design for Transition Phase	Service Description
1.	Workshops	Plan and participate in all necessary workshops with the Customer and all relevant Customer stakeholders to: <ol style="list-style-type: none"> a) confirm and validate the ETG Non-Functional Requirements; b) confirm and validate that the TID meets the Contractor-specified requirements for the Customer Environment; c) prepare for and agree the Customer's requirements for the Transition Phase (including for Commissioning, Stabilisation and Hypercare); and d) prepare the Service Design for the Handover Phase.
2.	Review and analysis	Review and analyse existing business processes, technology Interfaces and requirements for the purpose of preparing the Documents required as part of the Design for Transition Phase.
3.	Deliverables	Do all things necessary to develop and supply the Deliverables described in section 6.3.

6.3. Deliverables

6.3.1. The Contractor must supply the following Deliverables as part of the Design for Transition Phase. The approval of each Deliverable will be the responsibility of the Customer:

#	Design for Transition Phase	Deliverable Description
1.	ETG Non-Functional Requirements Response	The finalised and updated ETG Non-functional Requirements in response to the Customer's requested ETG Non-Functional Requirements.
2.	Stabilisation Plan	The Stabilisation Plan is a document outlining the: <ul style="list-style-type: none"> a) objective of Stabilisation – focusing on the ETG Solution feedback, Observations, suggestions and issues; b) roles and responsibilities of the Parties in relation to Stabilisation; c) schedule of activities; d) approach to Stabilisation; and e) environments.
3.	Hypercare Plan	The Hypercare Plan is a document outlining the: <ul style="list-style-type: none"> a) objective of Hypercare; b) scope of Hypercare; c) roles and responsibilities of the Parties in relation to Hypercare; d) who provides the support and who receives the support; e) schedule of activities; and f) approach to Hypercare.
4.	Commissioning Plan	The Commissioning Plan is a document outlining the: <ul style="list-style-type: none"> a) objective of Commissioning (including the progressive delivery of ETG Solution functionality into a controlled Customer Environment); b) scope of Commissioning; c) roles and responsibilities of the Parties in relation to Commissioning; d) schedule or activities; e) approach to Commissioning; and f) environments.

6.4. Exit Criteria

6.4.1. The Exit Criteria for the Design for Transition Phase is specified in the table below:

#	Criterion	Description
1.	Acceptance of all Deliverables required in the Design for Transition Phase	The Design for Transition Phase Deliverables have been accepted by the Customer and the Customer has notified the Contractor to commence Transition Services.

7. Transition Phase

7.1. Overview

7.1.1. The purpose of the Transition Phase is for the 'cut over' or Commission the ETG Solution into the Production Environment including Stabilisation of the ETG Solution to meet the ETG Non-

Functional Requirements, and Hypercare. The Parties acknowledge the importance of the Transition Phase in ensuring the successful implementation of the ETG Solution.

- 7.1.2. The Transition Phase is planned to be time-boxed to end on June 30 2018, but will be extended to the extent there are any failures by the Contractor to meet the ETG Requirements remaining to be rectified by the Contractor in accordance with this Customer Contract.
- 7.1.3. The Commissioning Plan Deliverable, Stabilisation Plan Deliverable and Hypercare Plan Deliverable delivered as part of the Design for Transition Phase shall be used to form the basis of the Transition Phase Services and Deliverables. The Transition Phase Services and Deliverables shall be negotiated and agreed under a Change Request.

8. Handover Phase

8.1. Overview

- 8.1.1. The purpose of the Handover Phase is to prepare for and handover the ETG Solution to the Customer's 'Business as Usual' function (including the design for such activities and their implementation).
- 8.1.2. The Handover Phase shall run in parallel with the Design for Transition Phase and Transition Phase.
- 8.1.3. The Contractor must ensure that:
 - a) all of the Handover Services and Deliverables that it is obliged to supply under the Handover Phase are supplied and completed;
 - b) it provides appropriately skilled resources to assist the Customer during the Handover Phase; and
 - c) all Deliverables that it is obliged to supply under the Handover Phase are successfully completed on or before the relevant date(s) specified in the Project Schedule.

8.2. Services

- 8.2.1. The Contractor must supply the following Handover Phase Services:

#	Handover Phase	Service Description
1.	Workshops	Plan and participate in all necessary workshops with the Customer and all relevant Customer stakeholders to prepare and finalise the Service Design, including engagement with the Customer's BAU function and provide recommendations on the Service Design.

#	Handover Phase	Service Description
2.	Service Design	<p>Consultation on and design the activities required to handover the ETG Solution to the Customer's 'Business as Usual' function under the Handover Phase, including:</p> <ul style="list-style-type: none"> • the high level scope, including; <ol style="list-style-type: none"> i. phases; ii. entry criteria including licensing, environments and access; iii. Services; iv. Deliverables; v. CSI; and vi. all other requirements based on the Contractor's experience; and • support service design and cost.
3.	Review and analysis	<p>Review and analyse existing business processes, technology Interfaces and requirements for the purpose of preparing the Documents required as part of the Handover Phase.</p>
4.	Deliverables	<p>Do all things necessary to develop and supply the Deliverables described in section 8.2.</p>

8.3. Deliverables

8.3.1. The Contractor must supply the following Deliverables as part of the Handover Phase. The approval of each Deliverable will be the responsibility of the Customer.

#	Design for Transition Phase	Deliverable Description
1.	Service Design	<p>The finalised design for the activities required to handover the ETG Solution to the Customer's 'Business as Usual' function under the Handover Phase, including:</p> <ul style="list-style-type: none"> • the high level scope, including; <ol style="list-style-type: none"> i. phases; ii. entry criteria including licensing, environments and access; iii. Services; iv. Deliverables; v. CSI; and vi. all other requirements based on the Contractor's experience; and • support service design and cost.
2.	Handover to Support Plan	<p>The Handover to Support Plan is a document outlining:</p> <ol style="list-style-type: none"> a) key handover responsibilities of the Parties; b) acceptance criteria for handover; c) Service level agreements and any relevant reporting requirements; d) training to enable proficiency in the use of the ETG Solution, as well as basic support, including: <ol style="list-style-type: none"> i. number of students; ii. duration of course; iii. outline of content; and

		<ul style="list-style-type: none"> iv. key dates. e) high level support requirements; f) the process for identifying future enhancements or reporting defects to the support teams; g) details of project documentation including archive location; h) details of any ongoing operational expenditure. i) artefacts required for handover to BAU maintenance (code, as built specifications documents); <ul style="list-style-type: none"> i. details of the knowledge transfer session(s); ii. number and duration of knowledge transfer sessions; iii. outline of content; and iv. key dates; and j) level description of the handover process to BAU maintenance.
3.	Service Transition Plan	A document to detail the activities the Customer is required to undertake to close the gaps between the Customer's current BAU function and the Customer's requirements (as set out in the Service Design) for the BAU function to support the ETG Solution following handover.
4.	Project Execution Plan	The implementation plan detailing the steps to handover the ETG Solution to the Customer's 'Business as Usual' function.

8.4. Exit Criteria

8.4.1. The Exit Criteria for the Handover Phase is specified in the table below.

#	Criterion	Description
1.	Acceptance of all Deliverables required in the Handover Phase	The Handover Phase Deliverables have been accepted by the Customer.
2.	Handover to support has taken place	The Customer has accepted handover of the ETG Solution to its BAU function.

9. Acceptance

9.1. General

9.1.1. The Contractor must supply the Deliverables which are part of the Customer Contract in accordance with, and on or before the relevant date(s) specified in the Project Schedule.

9.1.2. Subject to paragraph 9.1.1, the Customer is responsible for approving the Deliverables on or before the relevant date(s) specified in the Project Schedule in accordance with the processes set out in this section 8.

9.2. Acceptance of Document Deliverables

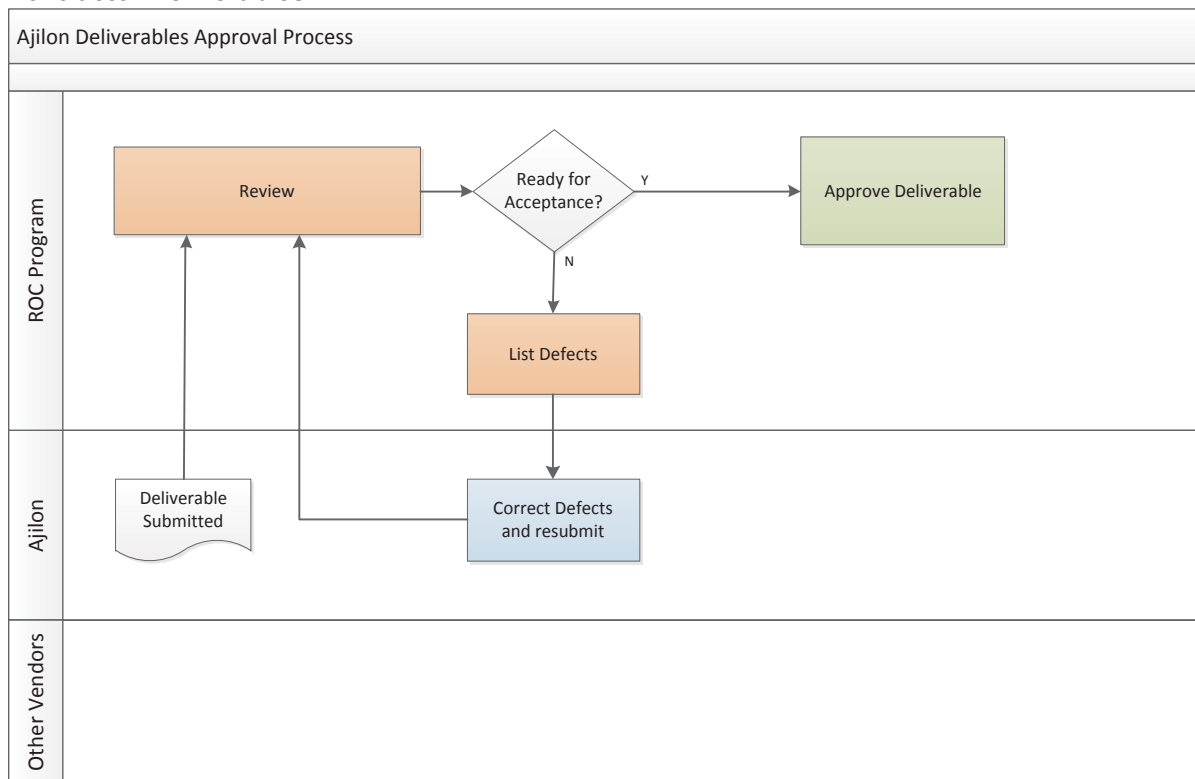
9.2.1. Where a Deliverable is a Document, the Parties must following the acceptance process set out in Additional Condition 11 in accordance with the Acceptance Criteria set out in Appendix F.

9.2.2. The following points are intended to clarify the approval process for Deliverables that are Documents:

- a) the Deliverables must be approved (which approval may be via email) by an authorised delegate with the authority to approve the Deliverables for the ETG Project;
- b) the Contractor must track the status of the Deliverables submitted for approval and provide a weekly tracking sheet as part of the project status report;
- c) a request for additional time to approve a Document Deliverable may be requested by the Customer to the Contractor in exceptional circumstances;
- d) Deliverables not approved by the Customer will be returned to the Contractor with a list of required amendments (tracked in a spreadsheet with reasonable detail) to be rectified to gain approval by the Customer;
- e) The re-submission consists of rectified amendments only and must be clearly identified as such;
- f) the Deliverable is considered approved once the required amendments have been rectified and accepted in accordance with Additional Condition 11.

9.2.3. The approval process flow is identified in the following diagram:

Contractor Deliverables:



10. Change Request

10.1.1. A change to the timeframe for a Phase may be required in the circumstances set out in section 3.4.3 and 3.4.4.

10.1.2. If during the term of the Customer Contract the Customer requires new 'Must Have' ETG Requirements, or other additional ETG Requirements that requires a change to the time-boxed for the phase as set out in this ETG Project Service Schedule (**Requirements Variation**), and the Contractor can demonstrate that this Requirements Variation:

- a) cannot be covered by de-scoping existing ETG Requirements; and
- b) has a material impact on the manner in which the Contractor is required to perform its obligations under this ETG PIPP to such an extent that the Contractor will incur material additional costs in performing those obligations,

then, the Contractor is entitled to request from the Customer a Change Request to adjust the Contract Price to take into account those additional costs.

10.1.3. If:

- a) the Contractor is entitled to request from the Customer a Change Request under section 10.1.2; and
- b) the Contractor does not request from the Customer that Change Request at the same time that the Contractor submits a Deliverable,

then, the Contractor will not be entitled to a Change Request for an increase in the Contract Price as a result of the Requirements Variation.

10.2. Summary Table of Deliverables

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
Design for Transition Phase				
	ETG Non-Functional Requirements	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Stabilisation Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Hypercare plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Commissioning Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
Handover Phase				
	Service Design	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

Deliverable ID	Deliverable Name	Format	Expected Delivery Date	Expected AAD
	Handover to Support Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Service Transition Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.
	Project Execution Plan	Document	As specified in the Project Schedule	15 Business Days after delivery of the Deliverables as specified in the Project Schedule.

11. Assumptions

11.1.1. It is assumed that:

- a) Customer SMEs and business representatives are available as reasonably required for the prioritisation of the ETG Requirements;
- b) Customer representatives or representatives of any third party supplier of the Customer will be available and engaged as reasonably required to assist with the decomposition of the ETG Non-Functional Requirements during the Design for Transition Phase; and
- c) the business is engaged as reasonably required to take ownership and acceptance of the ETG Solution as it develops and failure to do so may result in a delay to the proposed schedule dates set out in the Project Schedule,

provided the Contractor provides the Customer with reasonable notice of such engagement.

11.1.2. If the above assumptions are proved incorrect, a Change Request or delay notice may be required in accordance with section 10.

12. Customer Supplied Items (CSI) and Customer Obligations

12.1.1. If not already provided, the Customer must provide the following CSI to the Contract as indicated, or as requested by the Contractor in order for the Contractor to supply its obligations:

- a) Production and disaster recovery technical reference architecture of the following CSI components to support the ROC Program specifying the Service Planner Technical Infrastructure Design (TID):
 - i. Application servers (e.g. Windows 2012) and database servers (e.g. Exadata) required by Service Planner;
 - ii. HA/DR/BCP standards and service level agreements;
 - iii. Application system monitoring (e.g. IBM Tivoli, Service Planner log file analyser); and
 - iv. Application error handling and monitoring

- b) testing reporting tools (HP/ALM) – to record test report results in a CCB/CAB acceptable manner;
- c) Customer-defined BCP requirements – including reporting needs, timings and artefacts (e.g. RTO/RPO, PTG etc);
- d) BCP and DR Test Execution (the Contractor is to provide Test Execution Support);
- e) Master Data Management Data Stewards (to support ongoing BAU Master Data management activities to maintain Service Planner Master Data);
- f) Active Directory configuration (roles and groups) as specified by the Contractor
- g) Change Control Coordination (CAB and CCB navigation);
- h) Customer Environments (including UAT, Pre-Prod, DR, validation and demonstration environments) remain available as required for ETG Solution, fully connected as per the relevant TID (including associated firewall rules and system admin access) provided to the Customer infrastructure team and agreed to by the Customer. The Production Environment, DR and development environment will be available prior to the commencement of Transition Phase, and the UAT, Pre-Prod and validation environments continue to remain available);
- i) access and User logons for TPS Dev and Prod environment (i.e. remain available) as per data User request forms provided to Customer APD. This access should be available prior to the commencement of Transition Phase;
- j) Customer must facilitate access to Customer SMEs and Personnel as during the Transition Phase as and when reasonably required (provided the Customer has at least 2 weeks' prior notice) for the Contractor to perform its obligation under this ETG PIPP;
- k) the Customer must validate the required business rules identified by the Contractor during the Transition Phase;
- l) remote access to the Customer Environments. This access should be available prior to the commencement of the Transition Phase. (RDP and VPN for the Contractor and DS remote users);
- m) access and User logons for TRAK2, FARS, TRIMS Dev and Prod environments as per data User request forms provided by the Contractor to the Customer APD. This access should be available prior to the commencement of Transition Phase;
- n) TRIMS application changes in Dev and Prod environments as per the TRIMS Interface Design Specification. This feed should be available prior to the commencement of Transition Phase;
- o) any known Safety Assurance Requirements and Standards (e.g. Program Hazard Log, ETG IHHA, Safety Assurance Report, ETG Operational Hazards) prior to the commencement of Transition Phase;
- p) any known Context of Use and Human Factor Deliverables (e.g. Baseline workload assessment, Predictive workload assessment, Alarms management strategy, Human Error Analysis design report, User Centred Design Report) prior to the commencement of Transition Phase;
- q) ongoing access to Master Data sources (including RailNet and RailTable sources). This access should be available prior to the commencement of Transition Phase; and

- r) the Customer's ETG Non-Functional Requirements for the ETG Solution from the high level list of non-functional requirements set out in the tab titled 'RFP Non Functional Scope Gap' in Appendix A (ETG Requirements).

12.2. CSI verification

- 12.2.1. Within a reasonable time following receipt from the Customer, the Contractor shall inspect each item of CSI for completeness, accuracy, and adequacy for the purpose it is provided, and as otherwise specified in the Order Documents.
- 12.2.2. In the event the Contractor determines following inspection, that any item of CSI is deficient in terms of accuracy, completeness, adequacy, or is otherwise unfit for the purpose it was provided, with a reasonable time after becoming aware of the deficiency the Contractor shall notify the Customer of the deficiency in writing, providing full details of the deficiency.
- 12.2.3. Within a reasonable time after receiving a notice of CSI deficiency from the Contractor to the extent that it is reasonable for the Customer to do so, the Customer shall repair or replace the relevant CSI and reissue to the Contractor.

12.3. Personnel

- 12.3.1. The Contractor must ensure that each member of the Contractor's Personnel allocated to perform the roles in Appendix B perform the roles described in Appendix B.
- 12.3.2. Any of the Contractor's Personnel who fill the roles in Appendix B will be Specified Personnel for the purposes of the Customer Contract.
- 12.3.3. The Customer must establish the teams and provide the Personnel to fill the roles described in Appendix B.
- 12.3.4. Nothing in Appendix B affects the scope of the obligations of either party as described in this ETG PIPP.

12.4. Subcontractors

- 12.4.1. The Contractor will engage and make available relevant Subcontractor personnel to support the Contractor except where the Customer has engaged the Subcontractor independently.

13. Governance and Team Structure

13.1. ETG Project Governance forums

- 13.1.1. The ETG Project is aligned to the ROC Program Governance which is identified in detail in Appendix I of the PIPP.

Appendix A – ETG Requirements

Subject to section 3.2.2, the ETG Requirements are set out in the following excel spreadsheet.



Proposed Scope for
Transition Pase v9 Up

Appendix B – Roles and responsibilities and Specified Personnel

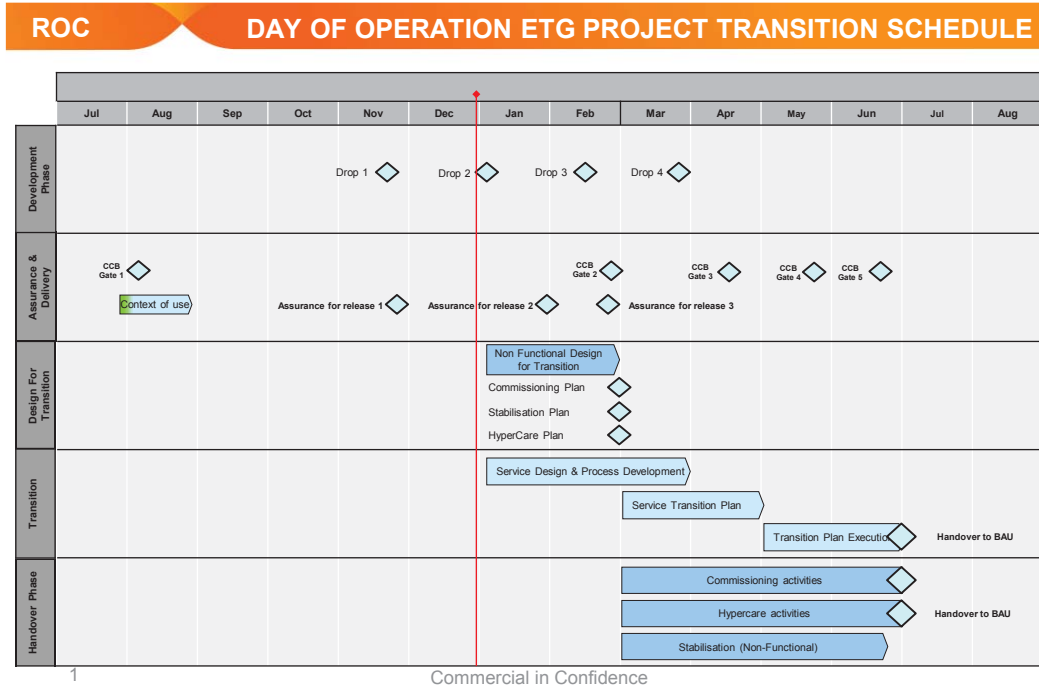
Contractor roles and responsibilities and Specified Personnel:

Name	Role	Responsibility
Steve Keenaghan	Project Director	<ul style="list-style-type: none"> Customer relationship management between Customer and Contractor Directs the implementation of the project activities to achieve outcomes and realise benefits of strategic importance to the business Fulfils the Governance role of Senior Supplier to the ROC Program
David Hayward	Delivery Manager	<ul style="list-style-type: none"> Delivery Manager responsible and accountable for overseeing ETG Project activities manage subcontractor deliver coordinate control systems delivery
James Horton	Lead Solution Architect	<ul style="list-style-type: none"> Accountable for design of the overall ETG Solution
Graham Witt	Data Architect	<ul style="list-style-type: none"> data sourcing data profiling business rules identification and review
Shreyas Malavia	Integration Architect	<ul style="list-style-type: none"> Define detailed integration ETG Solution design
Daniel Woodford	DS System Project Director	<ul style="list-style-type: none"> Monitor and ensure that subcontractor targets (Milestones/Deliverables) are met to decide upon necessary resources required to successfully meet the ETG Project objectives to manage key decisions to provide guidance on overall direction.
Joe Fimmano	Dassault System Project Manager (PM)	<ul style="list-style-type: none"> To manage progress in ensuring ETG Project targets (Milestones/Deliverables) are met To manage the Project effectively within allocated responsibility set To manage resources in the delivery of Project Schedule Milestones To manage budgeting and scheduling requirements To manage project management procedures
Tim Duncan	Quality Assurance Business Consultant (QA-BC)	<ul style="list-style-type: none"> To guide functional implementation of Quintiq Modules To review and guide the sub-contractor's team in meeting the Customer's requirements

Martin Paesold	Lead Business Consultant (BC)	<ul style="list-style-type: none">• To lead and manage the BC team• To create the Use Case documentation• To support validation of the ETG Solution• To address issues during configuration
Eugene Yeo	Technical Consultant (TC)	<ul style="list-style-type: none">• To support set up and configuration of required environments• Provide technical support for the installation of Models and required documentation

Appendix C – Project Schedule

The ETG Project Schedule is set out below. The wider ROC Program Project Schedule is set out at Appendix C of the PIPP.



Appendix D – Milestone Acceptance Form



Appendix E -
Acceptance Form.doc



AJILON MILESTONE ACCEPTANCE

CLIENT NAME :	Sydney Trains
CONTRACT :	
PROJECT :	

Milestone Details

The following Milestones have been met under the above project:

Milestone/ Deliverable	Evidence	Date Provided/Met

The above Milestones/ Deliverables have been provided/ met :

Signature _____

Project Director _____

Date _____

On Behalf Of Ajilon Consulting Pty Ltd

Signature _____

Program Manager _____

Date _____

On Behalf Of Sydney Trains

[Ajilon Commercial use]

Description	Amount	Comments/Reference
Client Purchase Order Value	\$	
Value of Previous Claims	\$	
Value of this Claim	\$	Payable to Ajilon
Total Value this Claim	\$	Payable by Sydney Trains
Balance Outstanding	\$	

Appendix E – Acceptance Criteria

14. Approval Criteria for Document Deliverables

14.1.1. The Acceptance Criteria for the Document Deliverables are as follows:

- a) the Document Deliverable conforms to the agreed template that is approved by the Customer;
- b) all sections of the Document Deliverable are complete;
- c) the Document Deliverable meets the criteria listed in the relevant Document Deliverables section of this ETG PIPP (where stated);
- d) the Document Deliverable includes a summary of all relevant decisions, assumptions, dependencies, risks and issues, together with any associated action plans;
- e) there are no outstanding major defects from the review of the Document Deliverable;
- f) the Document Deliverable is in a 'readable' format (both soft copy and hardcopy); and
- g) the Document Deliverable is complete, to the extent the Deliverable can be completed.

14.1.2. The Deliverable shall be deemed fit for purpose when all criteria expressed above have been met.

14.1.3. AAD for a document that is a Deliverable occurs when that Document Deliverable is approved by the Customer under the "Approval of Documents" process set out in the Additional Conditions.

Appendix F – Testing Baseline

See embedded document in Appendix G of the PIPP.

MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo an Acceptance Test; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert “Details of the Professional Services (other than Training Services) are set out in the PIPP”.]</p>	<p>This Module 7 is designed to outline Professional Services that the Contractor will provide in addition to the Professional Services that the Contractor is already contracted to provide under the existing Customer Contract (as amended).</p> <p>The Professional Services are as follows:</p> <ul style="list-style-type: none"> (a) As per the General Order Form. (b) The details of the Professional Services are set out in the following Statements of Work attached to this Module 7 Order Form and summarised below: <ul style="list-style-type: none"> • <i>ROC R1 Data Profiling Activity – Proposal for the Customer</i> version 5.0 dated 19 January 2016 (Data Profiling SOW); • <i>ROC REM Data Configuration Stage – Proposal for Sydney Trains</i> version 3.0 dated 29 January 2016 (Data Configuration SOW); • Service Transition SOW; and • Cross Stream Testing SOW. <p>Data Profiling</p> <p>As further described in the Data Profiling SOW, the Contractor will, in collaboration with the Customer and the REM Contractor establish a Data Profiling Team to:</p> <ul style="list-style-type: none"> a) confirm master data sets; b) review and confirm transactional data flows; c) undertake the technical analysis of identified source systems; d) define data mappings; and e) define data quality rules. <p>The Customer will:</p> <ul style="list-style-type: none"> a) provide access to the relevant systems and sources to enable collation of data; and b) provide access to, and as necessary assign, Customer resources to the Data Profiling Team in order to clarify

requirements.

The activities described above shall contribute to the following Deliverables identified in the PIPP:

- a) Data Management Plan; and
- b) Detail Technical analysis Outputs.

Data Profiling is a time and materials based activity. Charges are as defined in the Data Profiling SOW, as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	98		
Technical Lead	86		
Data Architect	99		
Data Analyst	81		
Total			

Data Configuration

As further described in the Data Configuration SOW, the Contractor shall, in consultation with the Customer, establish a Data Configuration Team to configure the REM product with reference and master data. This includes:

- a) importation of data provided by the Data Profiling Team and, subject to the Customer’s consent, the Data Configuration Team’s own investigations of data within the Customer’s environment; and
- b) manual data maintenance comprising:
 - i. checking imported data;
 - ii. creation of Authorisation Groups;
 - iii. creation of a responsibility model;
 - iv. maintaining alert contacts;
 - v. maintaining distribution lists;
 - vi. creation of a responsibility matrix incorporating standby teams and responsibility areas;
 - vii. GUI configuration;
 - viii. checking functions and qualifications of staff
 - ix. checking organisations and partners;
 - x. configuration of visibility and read/write access for remaining roles;
 - xi. creation and configuration of the remaining roles and users;
 - xii. telephone configuration; and
 - xiii. workstation mapping.

Data Configuration is a time and materials based

activity. Charges are as defined in the Data Configuration SOW, as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
Team Lead	172		
REM BA	169		
Data Analyst	169		
Data Entry (2)	338		
Total			

Service Transition

As further described in the Service Transition SOW, the Contractor shall, in consultation with the Customer, set up support for Release 1.

This process will include producing a Service Transition proposal to plan, execute and implement a Service Design and deploying the support service described in the Service Transition SOW.

Service Transition will be provided on a time and materials basis. Charges are as defined in the Service Transition SOW, and as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
SD Lead	47		
Senior BA	47		
Data Architect	30		
Total			

(a) The Transition Services SOW will involve an estimated 10 weeks of work with an assumed start date of 4 October 2016.

(b) As set out in the Service Transition SOW.

(c) Not applicable.

(d) Not applicable.

(e) As per Item 2 of the General Order Form.

(f) Not applicable.

(g) As set out in the Service Transition SOW. The price is summarised above.

(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.

Cross Stream Testing

As further described in the Cross Stream Testing SOW, the Contractor has agreed to assist the Customer with its testing processes, in particular generating the data needed for various Customer testing.

Cross Stream Testing SOW will be provided on a time and materials basis. Charges are as defined in the Cross Stream Testing SOW, and as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
CST TA	1945		
Total			

(a) The Cross Stream Testing SOW is planned to commence from December 2016 and as at 9 December 2016 is forecast to conclude in April 2018.

(b) As set out in the Cross Stream Testing SOW.

(c) Not applicable.

(d) Not applicable.

(e) As per Item 2 of the General Order Form.

(f) Not applicable.

(g) As set out in the Cross Stream Testing SOW. The price is summarised above.

(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.

There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.

BAU Support Team Specialist

The Contractor has agreed to assist the Customer with the bedding in of the BAU REM support function after hand over from the Interim Support through the provision of an experienced named resource.

The resource will provide expert advice to the BAU support team and assist with various support activities as described below.

The resource is provided for a fixed term on a time and materials basis and charges are as defined in the Rate Card provided in the PIPP, and as summarised below:

Description	Effort Days	Rate	Cost (ex GST)
Functional Consultant	35		
Total			

(a) 11 March 2018 to 27 April inclusive.

(b) The resource will provide support to the transitioned Sydney Trains Support Team and will complete activities as instructed by the support team, provide guidance, instruction and advice and actively contribute as part of the team.

Knowledge areas which will be covered, include but are not limited to, are;

- DMC admin
- data sets
- data Configuration change types
- data configuration change management
- configuration change log
- business Validation checklist
- business Inquiry Support
- issue Management

	<ul style="list-style-type: none"> • versioning control • maintenance of as-built documentation <p>Contribute/assist:</p> <ul style="list-style-type: none"> • UAT, SIT, training, Demo, Dev, Pre-Prod support (user access, client deployment, issue resolution) • defect analysis • REM sessions with training team • demos • Prod & PreProd testing (e.g. patches, upgrades). <p>(c) The Specified personnel is Mazher Syedshah</p> <p>(d) Not applicable.</p> <p>(e) As per Item 2 of the General Order Form or as agreed with the Contractor.</p> <p>(f) Not applicable.</p> <p>(g) As set out in the PIPP. The price is summarised above.</p> <p>(h) The Professional Services are payable by the Customer monthly in arrears. The Contractor must not issue a Correctly Rendered Invoice to the Customer prior to the expiry of each calendar month during the Contract Period for time during which Professional Services were provided. The Customer will pay all undisputed amounts in a Correctly Rendered Invoice issued by the Contractor within 30 days of the invoice being issued to the Customer.</p> <p>There are no additional charges or expenses that the Contractor is entitled to claim or that the Customer must pay in respect of these Professional Services.</p>
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Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.3)	
Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.	Not applicable.
[If this Box is not completed, the Contractor is not required to provide a PIPP.]	The Data Profiling SOW, the Data Configuration SOW, the Service Transition SOW and the Cross Stream Testing SOW are attached to this Module 7 Order Form.

Attachments - Data Profiling SOW, Data Configuration SOW and Service Transition SOW

Data Profiling SOW:



ROC REM Data
Profiling SOW 5 0.pdf

Data Configuration SOW:



ROC REM Data
Configuration SOW P

Service Transition SOW:

1. Overview:

The Contractor will be providing interim support services to the Customer as set out in the Module 5 Order Form and the Service Level Agreement (**Interim Support Services**).

Prior to commencing the Interim Support Services, the Contractor will provide certain transition planning and deployment activities in preparation for the Interim Support Services (**Transition Services**). This SOW sets out the Transition Services the Contractor will provide.

The Transition Services will involve an estimated 10 weeks of work with an assumed start date of 4 October 2016. Subject to the Contractor receiving all required information from the Customer and Transport for New South Wales, the Transition Services are planned to be completed by 10 December 2016.

2. Objectives

The objectives of the Transition Services are to:

- a) establish and prepare for the delivery of the Interim Support Services including the establishment of resources and service management processes; and
- b) deploy the Interim Support Service resources in a state of readiness for go-live of Release 1.

Once sufficient Transition Services have been completed, the 'Service Operations' stage will commence. The 'Service Operations' stage will cover the provision of Interim Support Services as set out in the Module 5 Order Form and the Service Level Agreement.

3. Scope

In Scope	Out of Scope
Development of an Operational Support Plan and a Resourcing Plan for the establishment of the Interim Support Service.	Service operation of the Interim Support Service after go-live. The Contractor will provide the Interim Support Service as set out in Module 5 and the Service Level Agreement.
Establishment of the Interim Support Team.	Establishment of TfNSW service provider support teams (Service Desk, infrastructure and network support).

ROC Program, Technology

ROC R1 Data Profiling Activity

Proposal for the Customer

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Document Control

Version	Date	Author	Changes
0.1-0.3	18 Nov 15	Daniel Scott	Initial draft with feedback from Graham Witt
0.4	19 Nov 15	Daniel Scott	Feedback from David Hayward incorporated
0.5	19 Nov 15	Graham Witt	Scope and dependency statements added
1.0	19 Nov 15	Daniel Scott	Accepted changes from Graham and released to team
1.1	20 Nov 15	Daniel Scott	Incorporated feedback from Helena Enjeti, David Hayward and Stephen Prince
1.2	20 Nov 15	Graham Witt	Refined dataset list, incorporated feedback from Guy Swift, Chris Johnstone and James Horton
2.0	20 Nov 15	Daniel Scott	Finalised for release to Steve Keenaghan
2.1	24 Nov 15	Daniel Scott Graham Witt	Incorporated further updates and comments, including those submitted by Steve Keenaghan and David Hayward
2.2	24 Nov 15	David Hayward	Updated Draft for The Customer review
3.0	4 Dec 2015	Graham Witt Daniel Scott	Updated in light of various meetings held during week ending 4 Dec 2015
3.1	9 Dec 2015	Daniel Scott Graham Witt James Horton	Added comments from David Hayward, updated list of datasets, included DMA Build Stage, added Data Management Area Build Stage.
3.2	10 Dec 2015	Daniel Scott	Finalised for release to Steve Keenaghan
3.3	14 Dec 2015	Daniel Scott	Added Business Analyst for DMA
3.4	18 Dec 2015	Daniel Scott	Changed document title, adjusted out of scope items and added build effort to the chart in section 3.1.2.
4.0	5 Jan 2015	Daniel Scott	Added content to introduction. Removed DMA build.
4.1	7 Jan 2015	Daniel Scott	Updated based on feedback from Bob Allum.
4.2	19 Jan 2015	Steve Keenaghan	Finalised for release to Sydney Trains
5.0	19 Jan 2015	Bob Allum	Final Version

Signatories

Role	Name	Signature	Date
Project Director	Steve Keenaghan		
Technology Program Manager	Mark Pigot		

1. Introduction

The Contractor is pleased to respond to the invitation by The Customer to provide professional services to perform analysis of datasets to be used by the REM product for ROC Release 1.

This proposal provides The Customer with the opportunity to engage The Contractor to provide the services specified herein on a time-boxed and Time and Materials basis. Due to the nature of data and the uncertainty of the work involved, The Contractor has divided the work into multiple phases. This multi-phased approach provides the Customer with a level of oversight that the Data Profiling activity is achieving the desired results, and control over the associated investment.

This work is an integral component of the delivery of the REM system solution. It must commence early in the ROC Release 1 Build Stage and support build activities until testing begins. REM data configuration and TIBCO interface development cannot progress effectively without confirmation of the source datasets.

Notwithstanding the Contractor commencing the services detailed in Sections 4 and 5, the parties acknowledge and agree that the scope, assumptions and charges relating to this SOW shall be incorporated into the Implementation and Maintenance Agreement under the auspices of Module 9 Data Migration (Module 9) of Procure IT.

2. Definitions

Capitalised terms which are not defined in this document have the meaning given to them in the Order Form or otherwise in the Customer Contract:

BAFO Submission means the Contractor's proposal dated 15 May 2015 to undertake the activities detailed in that proposal for the ROC Technology Solution.

Delivery Risks means the actual or potential problems, issues or risks that may adversely affect the Contractor's ability to perform its obligations relating to the Project or the ROC Technology Solution.

Data Management Area (DMA) is the database and tools that allow for the import of master data from the source(s) of truth and its transformation/mapping into a suitable form for export to the IMS and eventually other ROC systems.

Data Management Area Design means the approach to the Data Management Area defined in Section 4.1.7

Final Contract has the same meaning given to that term in the Additional Conditions.

Implementation & Maintenance Phase means the phase, if the Contractor is selected, for the implementation and maintenance of the Solution.

Personnel means, as applicable, any director, officer, employee, agent, contractor, sub-contractor or professional advisers engaged in, or in relation to, the performance or management of the Customer Contract.

Release 1 means the implementation of and integration of IMS into the Customer's legacy environment.

Release 2 means the implementation of and integration of CIMS/DTTS into the Customer's legacy environment.

Release 3 means the integration of IMS, CIMS and DTTS systems with one another in the Customer's environment.

ROC Technology Solution has the meaning given to that term in section 1.2 of the PIPP.

Solution has the meaning given to that term in section 7.1.8 of the PIPP.

System Integrator means Ajilon Australia Pty Ltd (ABN 25 076 517 354).

Working Group means the Customer, Systems Integrator Contractor and IMS Contractor personnel working together to review the findings from the Data Profiling Team and making recommendation to The Customer.

Steering Committee means the function that provides the escalation point for issues raised from the Working Group.

Integration Team means the Release 1 Systems Integrator resources engaged to deliver Release 1.

IMS has the same meaning given to that term in the Additional Conditions.

DTTS has the same meaning given to that term in the Additional Conditions.

CIMS has the same meaning given to that term in the Additional Conditions.

Findings Report means the deliverable produced as an output of the Data Profiling activity

Data Profiling means the analysis activities identified in this document.

Data Profiling Team means the specific resources identified in Section 4.2

3. Our Understanding

3.1 Business Requirement

In Release 1 of the ROC program a new Incident Management System (IMS) will be implemented. The IMS solution involves the integration of the new Rail Emergency Management (REM) product into the business.

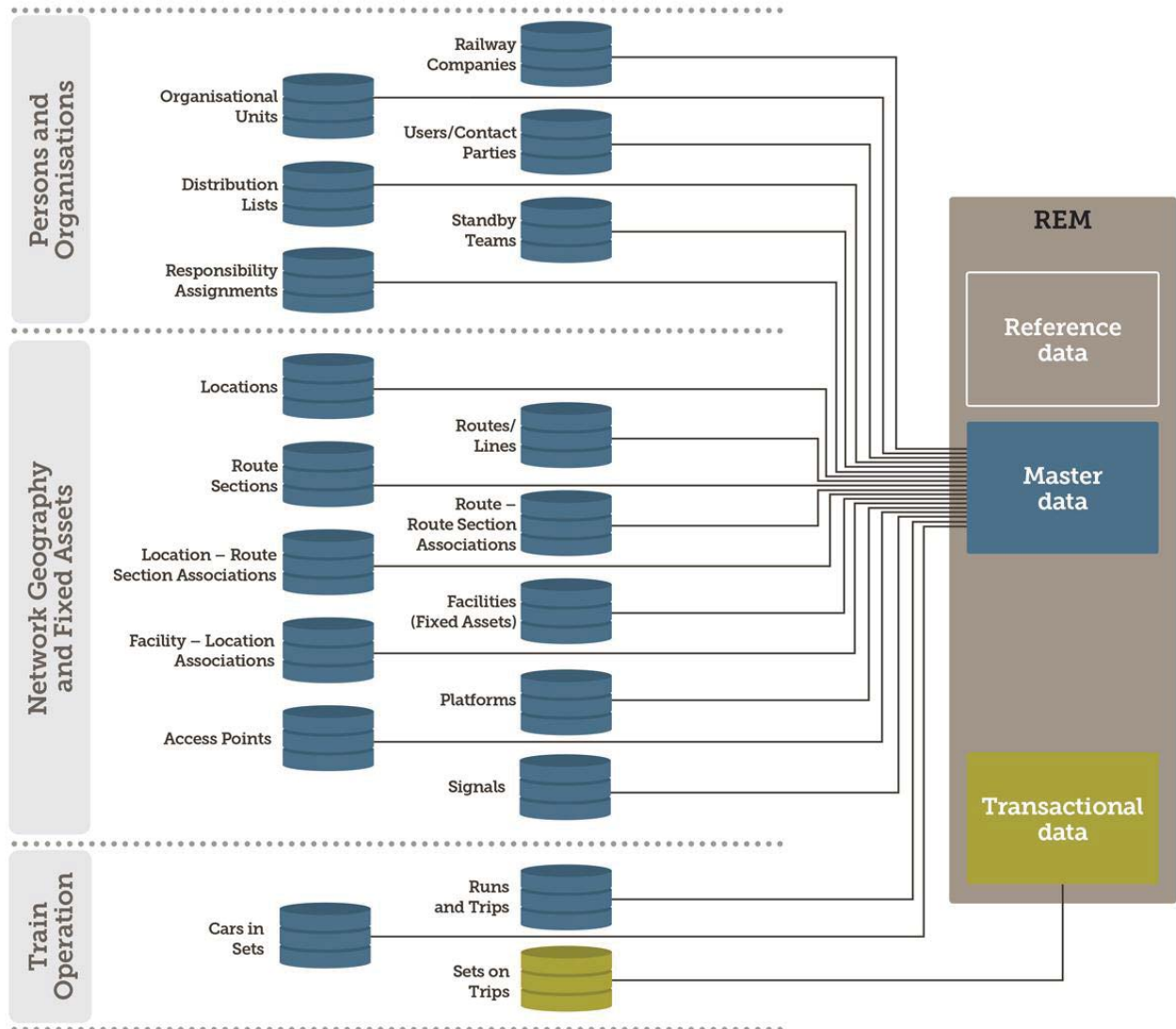
The purpose of the Data Profiling stream is to analyse, and assess the quality of, various current sources of data to be used by REM, so that for Release 1;

- appropriate master data sources can be selected
- requirements for data cleansing and transformation of master data can be established
- requirements for transformation of reference and master data references in transactional data can be established.
- Requirements for mapping sources of data to target databases including the DMA and REM.

3.2 Context

The following diagram depicts master datasets (and one transactional dataset) that are used by REM or that have been specified in version 0.6 the DTBRS (Detailed Technical Business Requirement Specification) published on 27/11/2015. Note that:

1. Information on Access Points will be provided as images associated with Stations
2. Platforms and Signals will be managed as specific types of Facility (Fixed Asset).



This diagram divides REM data requirements into:

- Reference data – lookup data which will rarely change and may be configured directly in REM.
- Master data – data that is likely to change and is likely to be synchronised into REM from another system. Master data represents key organisational entities and as such may be considered for management in a Master Data Management (MDM) solution.
- Transactional data – data that represents events, such as Incidents, both into and out of REM.

It is understood that most datasets are held in relational databases, though other forms are possible. Each dataset may be held in one or more than one physical database (or none), and may therefore

- have a single plausible source of data;

- have multiple candidate sources of data;
- be distributed across several sources; or
- not currently exist in any database.

4. Our Solution

4.1 Methodology and Approach

4.1.1 Stages

The Data Profiling assignment will comprise four stages:

1. Plan – prepare for the analysis
2. Analysis – perform the main body of work
3. Data Management Area Design – develop a data model of the business objects represented by the master data
4. Close – support, summarise and present.

This Statement of Work also includes an outline proposal for an additional Data Management Area Build stage.

4.1.2 Cycles

Stage 2 (Analysis) is divided into seven cycles. Each cycle will consist of

- a) a planning meeting which will be attended by all Working Group members and dependant parties. This meeting will be used to plan the next two weeks and may include clarification and prioritisation of tasks.
- b) the analysis phase where databases are assessed for use.
- c) a formal outcomes document and presentation to the Working Group and Release 1 Integration Team to explain the findings from the cycle, including proposed resolutions to data blockers affecting the REM Configuration and Integration Team.
- d) a follow-up meeting to review what worked well and what needs improvement.

The following chart illustrates the project approach and is explained in detail below. For the avoidance of doubt, figure 1 is illustrative only and shall not be construed as a project schedule.

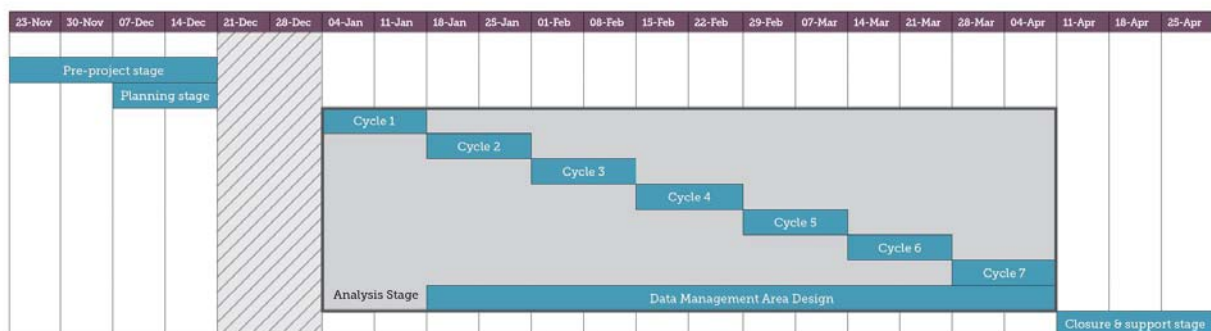


Figure 1

4.1.3 Duration

The majority of the work in Stage 1 (Plan) is anticipated to take two weeks.

Stage 2 (Analysis) will be time-boxed as follows:

- a) It will consist of seven cycles.
- b) The duration of each cycle is fixed at two working weeks.

6. Establish read-only access to databases.
7. Establish read-only access to applications where possible (this will help to visualise how the data is used).
8. Agree the tools that will be required to carry out the assessment & arrange their installation.

Duration:

- a) Three weeks.

Milestone at the end of the stage:

- a) Approach is approved – ready to commence planning.

Resources:

- a) The Customer IT – provision of tools and access to databases and applications.
- b) The Customer data custodians and technical/analysts – provision of database and system documentation.

4.1.5 Stage 1: Planning

1. Initiate project, including confirmation of objectives, scope, roles & high-level project plan.
2. Compile a prioritised dataset inventory.
3. Define data quality criteria.
4. Define findings/recommendations template.
5. Where known, document which data elements are the source-of-truth in which datasets.
6. Document the above approach in detail and present to the Working Group for feedback and endorsement.
7. Test data connections/locations.

Milestone at the end of the stage:

- a) Planning is complete – ready to commence analysis.

Duration:

- a) Two weeks.

Resources:

- a) Data Profiling Team – core work.
- b) Release 1 Integration Team/Frequentis REM Team – assistance with gathering information about, access to, and prioritisation of the datasets.
- c) Working Group – participation in the walkthrough of the approach to the Planning Stage and Analysis Stage, provision of data custodians and technical/analysts for each dataset, prioritisation of the datasets.

4.1.6 Stage 2: Analysis

Assess each dataset in order of priority.

1. Workshop with data custodian and technical/analyst contact to understand dataset.
2. Assess quality of dataset.
3. Test each data set against each of the agreed data quality criteria (as defined in the Draft Data Management Plan / Draft Data Technical Analysis Outputs deliverables); the

Findings Report will document whether each data set meets or fails to meet each criterion and will provide supporting detail as appropriate.

4. Release regular and early drafts of findings with changes tracked.
5. Follow up with dataset custodian and technical/analyst to discuss findings.

Milestone at the end of the stage:

- a) Stage has ended with as much analysis completed as possible – ready to close.

Duration:

- a) Fourteen weeks.

Resources:

- a) Data Profiling Team – core work.
- b) The Customer data custodians and technical/analysts.
- c) Release 1 Integration Team – prioritise and review.

4.1.7 Stage 3: Data Management Area Design

In consultation with The Customer ROC architects and The Contractor architects, develop conceptual and logical¹ data models of the business objects represented by the master data, to specify the design that will illustrate how data can be delivered to REM from a Data Management Area solution.

Duration:

- a) Twelve weeks.

Resources:

- a) Data Profiling Team – selected member(s).

4.1.8 Stage 4: Closure

1. Support the final two weeks of the Release 1 Build Stage.
2. Finalise the summary report.
3. Finalise the Data Management Area Design approach document.
4. Present the report.
5. The Customer accepts deliverables.
6. Record lessons learned.

Milestone at the end of the stage:

- a) Task complete.

Duration:

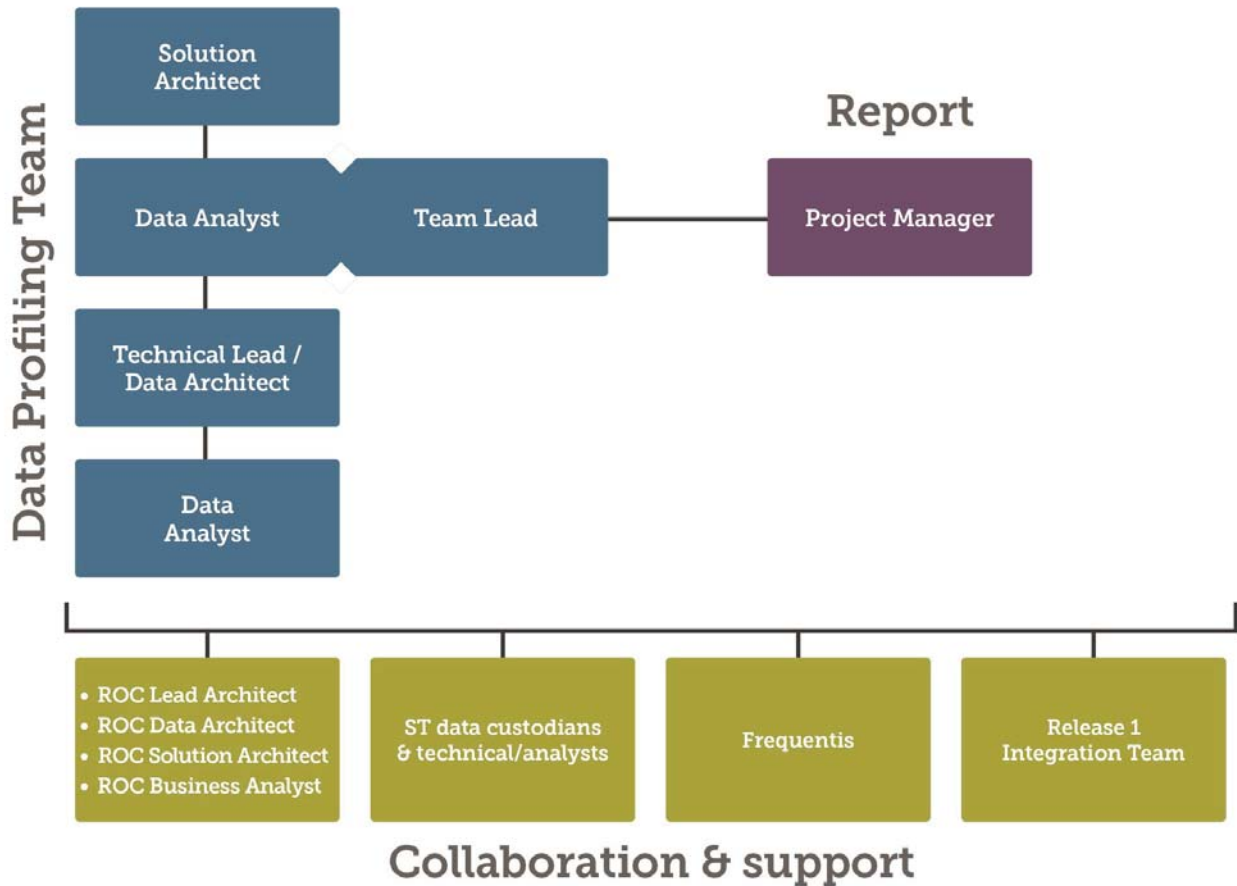
- a) Two weeks.

Resources:

- a) Data Profiling Team – core work.
- b) The Customer data custodians and technical/analysts, Working Group – final presentation, review and acceptance of deliverables.

¹ The logical data model will specify the name, meaning and primary key of each table, the name, data type, nullability and meaning of each column of each table, and the columns and referenced table of each foreign key.

4.2 Resource Structure



The Data Profiling team will comprise the following roles and responsibilities:

Role	Responsibilities	Resource
Team Lead / Data Analyst	Daily organisation of the team & tasks. Weekly reporting to the Contractor project manager. Escalation of issues immediately to the Contractor project manager. Analysis of datasets.	Daniel Scott
Technical Lead / Data Architect	Responsibility for the structure, quality and content of deliverables. Analysis of datasets. MDM design. Presentation of findings.	Graham Witt
Solution Architect	Analysis of datasets. MDM design.	Gaurav Jain
Data Analyst	Analysis of datasets.	Arun Muthiah

In addition, support may be sought from the Release 1 Integration Team and Frequentis consultants.

This profiling activity will require participation from The Customer:

Role	Responsibilities	Resource
ROC Lead Architect	Executive liaison with the Customer including escalation. Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Stefano Bianchini
ROC Release 1 Project Manager	Executive liaison with the Customer including escalation. Direction and assistance with obtaining information on and access to datasets.	Charlie Wahhab
ROC Data Architect	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Marcus Symington-Jones
ROC IMS Solution Architect	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Linley Kan
ROC Business Analyst	Direction and assistance with obtaining information on and access to datasets. Review and approval of deliverables.	Aaron Mathews
The Customer data custodians and technical/analysts	Provision of information (written and in-person) around each of the datasets. Provision of access to each of the datasets. Review of findings.	Multiple to be determined
The Customer IT	Provision of tools and access to each of the datasets.	To be determined

In addition, there will be oversight from The Contractor and ROC programme/project managers.

4.2.1 Data Profiling Working Group

The working group consists of

- a) Marcus Symington-Jones
- b) ROC IMS Architect
- c) Aaron Mathews
- d) Daniel Scott

- e) Graham Witt
- f) Gaurav Jain
- g) Arun Muthiah

The remit for this group is to work closely and regularly to produce the Data Profiling Stream deliverables. This team will meet formally at least once per week for the duration. Minutes are to be produced and shared with the Working Group and Steering Committee.

4.2.2 Data Profiling Steering Committee

The Steering Committee consists of

- a) Mark Pigot
- b) Bob Allum
- c) Stefano Bianchini
- d) Steve Keenaghan

The remit for this group is to provide oversight of the Data Profiling Stream and act as an escalation point if required. The group will convene as required at the request of the Working Group and will meet monthly as a minimum.

5.1.3 Findings Report

The structure of the report will be defined in the Planning stage. At a minimum it will

- a) Identify source and target data items;
- b) define data mappings and transformations required;
- c) define (with reasons) which dataset to use where there are multiple candidate sources of data;
- d) define how multiple datasets will be amalgamated where datasets are distributed across several sources; and
- e) take into account the volatility (rate of change) of each dataset profiled.
- f) Highlight non-existent, anomalous or erroneous data requiring further analysis

While the focus of this project is Release 1, should any findings relevant to later releases be discovered during the course of the project, these will also be documented in the report.

The report may be separated into constituent documents named *ROC Release 1 - Data Profiling Report – Dataset Name*. Documentation will be completed and released for review and approval throughout the project.

5.2 Out of Scope

- a) This project will not be analysing potential sources of any data required by systems being delivered in a later ROC release (e.g. DTTS or CIMS).
- b) Although this project will provide documentation at the end of each cycle and as a final report the cleansing required for those datasets that are profiled, it will not undertake the actual cleansing of any data. This is to ensure that as many datasets are profiled as possible in the time box.
- c) The Contractor is not responsible for cleansing data within source or downstream systems.
- d) Although the profiling exercise may result in some clean sample datasets, there is no obligation on this project to do so.
- e) This analysis project will not be responsible for designing or implementing the Application Master Data, the ROC Master Data and the SAP MDM Integration solution as detailed in the SAD IMS v1.0 document.

6. Assumptions, Risks & Dependencies

6.1 Assumptions

The following assumptions (which need to be validated by The Customer) have been identified and will need to be managed during the lifetime of the engagement; if the stated assumptions are incorrect, a Project Change Variation may result.

- There will be peer reviews and ROC reviews of all documentation produced. However data retrieval code (e.g. SQL) will not be reviewed unless it is especially complex or critical.
- Access to production datasets is available by the start of the first cycle. This may be in a non-production environment, in which case it is essential that the data reflects the quality of the production data.
- Where possible, access to datasets is available continuously during office hours for the duration of the profiling activity.
- Reasonable access to all stakeholders is available.
- Travel time to other Customer locations will not exceed 30 minutes in each direction.
- Any required tools are installed prior to the assessment stage. This may require analysts to have local administrator access on their laptops.
- Datasets are held in relational databases, fixed-width text files, delimited text-files or spreadsheets. We assume that we will not be analysing data streams such as web-service responses.
- Formal approvals are not required at the end of the planning stage to progress to the next stage.
- The profiling analysis phase is approved to start by 11 December 2015.
- The data profiling stage will be delivered iteratively with playback/review sessions to the agreed stakeholders at the end of each fortnight.
- Support will be provided by the Frequentis REM team as required.
- The Data Profiling team will work closely with the Release 1 Integration Team to ensure that efforts are not duplicated.
- The Customer will be responsible for licence costs for all required software.
- Where a stored data item is derived from other stored data using business rules, we may not verify the derived data item. To illustrate with a simple example: if a dataset stores revenue, cost and profit, we may not verify that the profit value has been correctly calculated. The rationale behind this assumption is that there may be complex business rules that are widely agreed to work correctly. It would therefore be a poor use of effort within the time box to review the complex business rules. Such exceptions will be reviewed with the ROC Architects.

6.1.1 Contractual Assumptions

- The Customer's governance framework will enable a timely decision-making process that does not impact the Project Schedule and timeframes.
- All stakeholders will adhere to The Customer governance framework for amendments, service variations and change management.
- Other contractor(s) will be contracted directly by The Customer as required
- This SOW shall be incorporated into the Final Contract under Module 9 Data Management and should therefore be read as an obligation under that Module. The Customer will manage the performance of the other contractor(s) and have the necessary commercial agreement in place for the duration of the Project.
- The variation procedures in Detailed Design PIPP will apply to any changes to scope, schedule or deliverables associated with this engagement.
- The parties agree to recalculate the price for the Data Profiling Activity in the event that the Data Profiling Activity results in other than minor changes to underlying assumptions concerning requirements, schedule or other material matter.
- Any information reasonably requested by the Contractor from other contractors or The Customer that is required for the completion of the Deliverables will be provided within 2 Business Days of the request date or as otherwise agreed between the parties. Any delays which impact the Deliverable due date could result in change requests.
- The Project Stages, Deliverables, and start and end dates are contingent on the necessary resources, software and hardware being in place from the Customer by the agreed timelines.
- Resources that are assigned to this engagement by The Customer are able to represent the needs of The Customer for this engagement.
- All project deliverables subject to sign-offs will be reviewed by the dates agreed by all parties.
- The project plan and associated services estimates are subject to the terms of the Final Contract.
- Any Customer activities on which the project depends must be completed within the agreed timeline.
- The Customer will endeavour to work with the other contractors to ensure sufficient technical and business resources are allocated to the Project as per the various functions described in the Project Schedule.
- The Customer will ensure that the correct/appropriate decision makers and SMEs will be available in workshops.
- Rescheduling of workshops by The Customer that results in delays to the Project could result in change requests.
- Access to relevant policies and governance documents will be provided.

6.2 Risks

The following risks have been identified and will need to be managed during the lifetime of the engagement; failure to mitigate these risks may result in a Project Change Variation.

- Delays in project that impact on the Release 1 Build.
- Unavailability of ROC stakeholders, particularly given the proximity of Christmas and January holidays.
- Lack of documentation (or definitive understanding) of existing datasets. Provision of inaccurate information. Information being provided too late for the cycle.
- Delays in identifying the source datasets.
- Delays in the provision of access to datasets or lack of approval to access production-like datasets.
- Delays to setting up tools.
- Delayed approvals, including approval of this Statement of Work.
- Unexpected complexity in business rules that must be analysed.
- Analysis yields incorrect results.
- Analysis reveals unresolvable issues.
- Disagreement between SMEs on data definition such that data can be interpreted in more than one way.
- Datasets being in a format that the team do not have experience with or tools to analyse (e.g. non-relational).
- The fact that several datasets will eventually be sourced from SAP/EAM (the SAP/EAM project runs in parallel to the ROC project so may not provide a solution in time).

6.3 Dependencies

The following dependencies have been identified and will need to be managed during the lifetime of the engagement; failure to manage these dependencies may result in a Project Change Variation.

1. The Customer must provide the following in a timely manner:
 - a. data custodians and technical/analyst contacts for each dataset.
 - b. information on each dataset.
 - c. access to each dataset.
2. Technical specifications for transactional interfaces must be provided before work starts on transactional data.

7. Investment

7.1 Data Profiling

For Contractor resources, the estimated investment required to complete the data profiling scope of work is as follows:

Resource	Resource Category	Effort (days)	Rate	\$ (excl GST)
Team Lead/Data Analyst	Project Manager - Senior	98		
Technical Lead / Data Architect	Principle Architect/Senior Solutions Architect	86		
Data Architect	Principle Architect/Senior Solutions Architect	99		
Data Analyst	Database Architect	81		
			Total	

The above is a **Time and Materials** estimate and excludes GST.

7.2 Engagement Conditions

Acceptance of this proposal will result in a Project Change Request to include this activity and scope in the ROC Release 1 Build Scope and all activities and deliverables will be managed through the existing Contractor vendor engagement.

The Contractor will produce Time and Materials invoices at the end of each month with supporting Timesheets.

The Parties acknowledge and agree that the SOW scope and associated pricing shall be incorporated into the Implementation and Maintenance Agreement (referred to in the Detailed Design agreement as "the Final Contract"). The Contractor shall be entitled to submit, and receive payment for retrospective invoices to reflect the commencement date of this SOW.

Appendix A

Table 1 Schedule of Rates Ajilon Australia Period 2: July 1st 2015 – June 30th 2016

Resource Categories	Description	Day Rate (Onshore)
Project Manager - Senior	Senior Project Manager responsible and accountable for overseeing one or more Project Managers' activities - 7 years experience minimum	[REDACTED]
Principle Architect/Senior Solutions Architect	Analysis, high level design and detailed design of a number of infrastructure - 10 years experience minimum	[REDACTED]
Database Architect	Analysis, high level design and detailed design of Databases - 7 years experience minimum	[REDACTED]

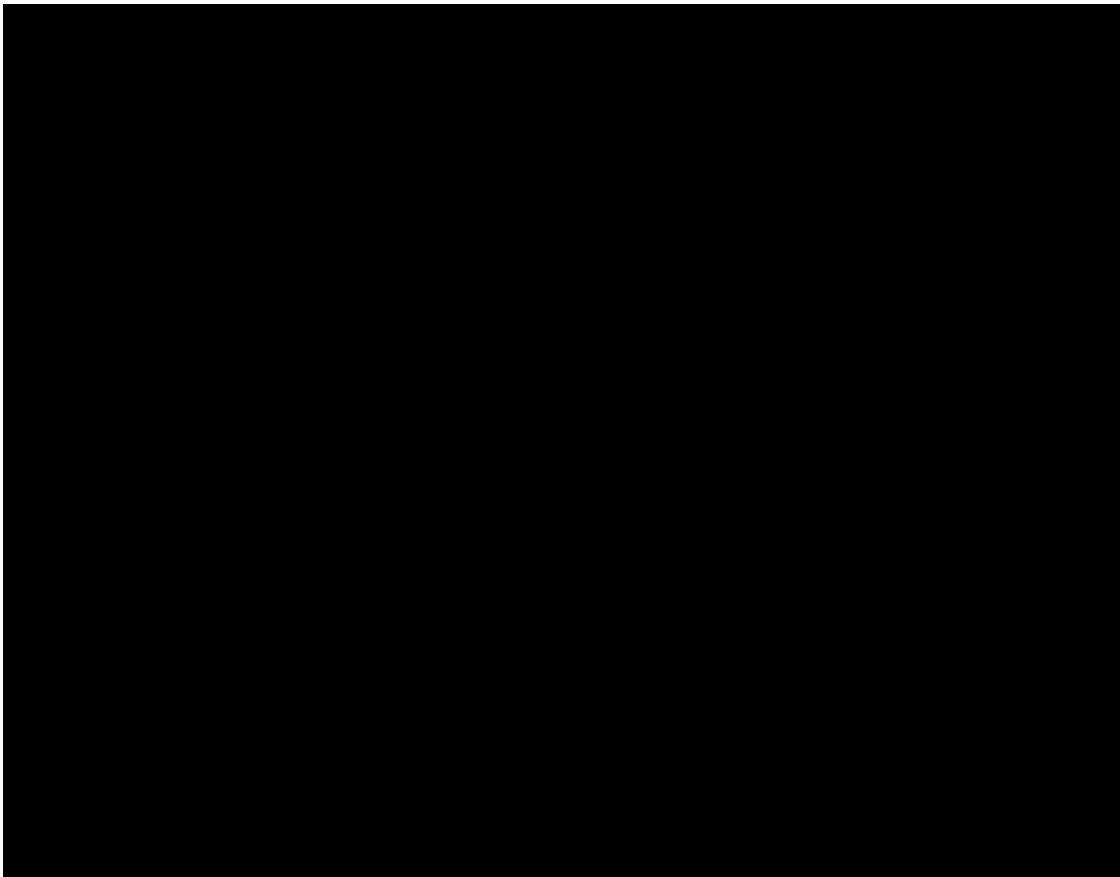
Service Transition Execution Activities & Deliverables and Resourcing matrix

Activities and Deliverables	
Service Transition Work Package	
	Package Preparation & Presentation
	Transition Plan Schedule
Operational Support Plan	
	Detailed Support Model
	Support Roles and Responsibilities
	Support & Escalation Contact Matrix
	Core ITSM processes workflows
	Business Support & Triage Process
	Incident
	Service Request
	SLA matrix
Resourcing Plan	
	Resource Profile
	Team Roster template
Operational Support Documentation	
	Operational Documents
	Known errors list and workarounds
	Service Desk support scripts
	Go-live Knowledge Articles (build as required)
	Business Application Profile
	System Administration Process
	Apache Tomcat and Active MQ support Process
	Application Maintenance procedures for Tomcat & MQ
	Database maintenance procedures for Oracle DB
	Work Instructions
	Daily Health Check
	Application patching processes (including mobile)
	Application Event Monitoring
	Application failover procedures
	Log Management procedures
	Licenses & certificate Management processes
	Service Capacity Management Report review process
	Service Request Processes
	User access requests
	Contact Management requests
	Master data config changes
	Extension of business hours support
Operational Support Training	
	Knowledge Transfer - on the job training
	Training Plan & Schedule
	Produce Training Materials
	System Overview (may leverage existing program training and materials)
	Support Model & Operational Processes
	Customer Engagement

Remedy, Jira, USD training (may leverage existing TfNSW training and materials)
Conduct Training Sessions
L0/2 Support
Frequentis Certified System Admin Training
Service Desk Training (Support Model & Call scripts)
Service Onboarding
Automated Log file monitoring setup (including SPLUNK)
Inputs to TfNSW Service Transition SPOE process
Remedy (Incident & Service Request, Service Asset & Configuration, Knowledge)
Configuration inputs
Categories
Support user access matrix
CI import, configuration & Mapping
Knowledge Article configuration
Resolver Groups
MyIT catalogue items - configuration Service requests
USD (Change)
Configuration inputs
Approval Groups
Support user access matrix
Jira (Problem)
Configuration inputs
Categories
Support user access matrix
Pre Go-Live Support Scenario Testing
Incident test Scenarios (including test scripts and tests)
Major Incident
2 end-to-end tests including test scripts and execution
Minor Incidents
2 end-to-end tests
Service Request test Scenarios
2 examples of user access requests including test scripts and execution
2 examples Master Data Configuration change including test scripts and execution
Service Request to TfNSW providers/SPOE engagement process
DR testing
Pre-go live DR test participation
Service Acceptance & Go-Live
SAC checklist
Go-Live change management
SAC sign-off
Input to Operational Readiness sign-off
Total days
Total weeks

Business Analysis (days input)	Service Delivery Lead (days input)
	2
1	1
3	4
1	1
2	
1	
1	2
2	
1	
3	1
1	1
1	2
1	1
2	
1	
1	
1	
1	
1	
1	
	1
	1

	1
	1
2	2
	0.5
	0.5
	2
	0.5
	0.5
3	2
	0.5
	0.5
	0.5
	0.5
2	2
2	2
2	2
2	2
1	1
	2
1	1
3	3
3	3
47	47
9.4	9.4

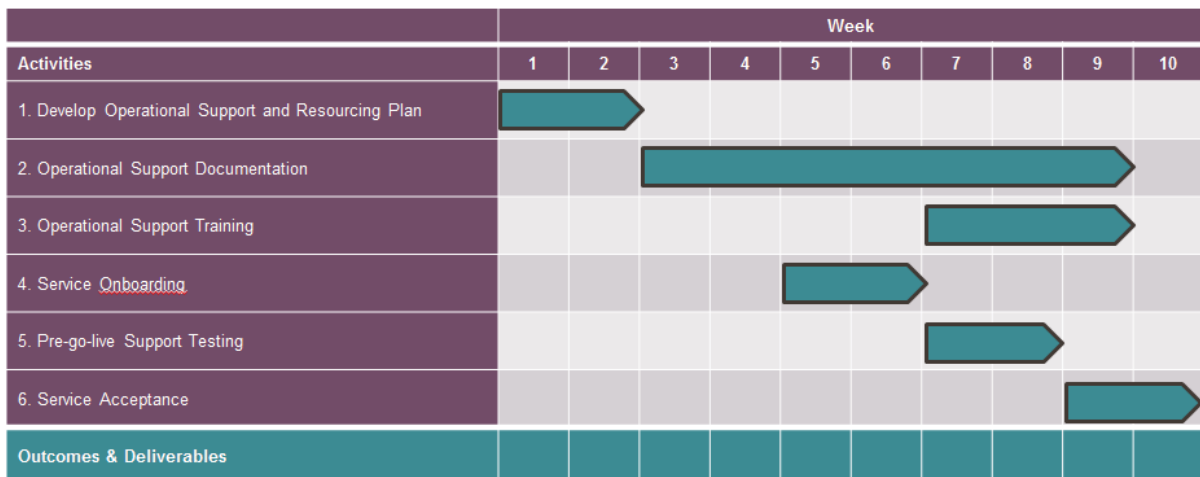


The Operational Support Plan is intended to establish the Interim Support Service team during the early part of the Transition Services in order to complete knowledge transfer and training in readiness for go-live. The Interim Support Service team will be utilised during the Transition Services to support the preparation of operational support documentation and pre go-live support testing.

The Interim Support Service team will also complete Frequentis certified system administrator training during the Transition Services.

5. Schedule

The following schedule relates to the Transition Services:



10 weeks of work are estimated with an assumed start date of 4 October 2016.

Subject to the Contractor receiving all required information from the Customer and Transport for New South Wales, the work is planned to be completed by 10 December 2016.

6. Resource Structure

The Service Transition Team will comprise the following roles and responsibilities:

Role	Responsibilities	Resource
Service Delivery Lead	<p>Initiate the Transition Services.</p> <p>Provide overall management of the Transition Services activities and deliverables.</p> <p>Manage:</p> <ul style="list-style-type: none"> the development of the Operational Support Plan and Resourcing Plan for the deployment of the Interim Support Service; and the training and on boarding of the Interim Support Service team. <p>Provide guidance and quality assurance to the Senior Business Analyst and Interim Support Service team.</p> <p>Manage service on boarding activities.</p> <p>Manage service acceptance for go-live.</p> <p>Report to senior management, including escalation of issues and identification of risks.</p>	Stuart Gilbert
Senior Business Analyst	<p>Develop the Operational Support Plan.</p> <p>Develop the Resourcing Plan.</p> <p>Development of operational support procedures and work instructions.</p> <p>Contribute to service delivery and Deliverables.</p>	Solon Kypridemos
Data Architect	<p>Development and testing of the SQL scripts for 'Network Master Data Update 1', covering:</p> <ul style="list-style-type: none"> error corrections; representation changes; and addition of freight yards, collieries, power stations and junctions. <p>Support Release 1 security reporting requirements.</p>	Gaurav Jain
Interim Support Service team	<p>Complete all training and knowledge transfer activities.</p> <p>Development of Interim Support Service procedures and work instructions.</p> <p>Carry out pre-go-live support call testing.</p> <p>Contribute to service delivery lead deliverables.</p>	Existing Team (Contractor Data Configuration Team)

7. Price

Resource	Resource Category	Effort (days)	Rate	\$ (excl GST)
Service Delivery Lead	Project Manager - Senior	47		
Senior Business Analyst	Functional Consultant	47		
Data Architect	Data Analysis Operational Support	30		
Existing Team (Contractor Data Configuration Team)	Interim Support Service Team	N/A	N/A	N/A (Included in Change Request 4)
Total				

The price above is a Time and Materials estimate and excludes GST.

The Customer must be provided with a Notice in Writing if the Contractor believes that the price above is likely to be exceeded. The Notice in Writing must indicate the expected further costs and an outline of the work performed to date.

The Contractor must:

- (i) provide regular updates (no less than monthly) to the Customer as to how the actual cost of the Transition Services is tracking against the price above; and
- (ii) not undertake any work that could cause the total price of the Transition Services to go beyond the price above. Any further work will need to be approved by the Customer and incorporated by way of a Change Request.

Cross Stream Testing SOW:

1. Overview

Prior to the implementation of any ROC release into the production environment, the ROC Program plans to perform an additional test phase called Cross Stream Testing (CST). CST will take the individual solution components from each program delivery stream and use them to simulate the new ways of working as realistically as possible up to and including the boundaries and touch points with existing, unchanged business processes. This will involve business representatives acting in new and existing roles, using new business processes, technology and infrastructure to exercise the ROC Program solution for each release. CST is an important element of the progressive assurance and testing which will help build both business and program confidence which is essential to implement the solution for each release into business operations and 'go-live'.

CST for each program release will be delivered by the Business Continuity & Program Testing Stream (BC&PT) of the ROC Program.

The Contractor must provide Cross Stream Testing Test Analyst resources as described in this Scope of Work to assist the BC&PT Cross Stream Test Manager and the Cross Stream Test Lead with the planning, preparation and execution required to deliver Cross Stream Testing for each ROC Program Release.

The Cross Stream Testing work is planned to commence from December 2016 and as at 9 December 2016 is forecast to conclude in April 2018.

2. CST TA Resources

The Contractor must provide suitably qualified test analyst resources for the CST Test Analyst (**CST TA**) role.

The CST Team within BC&PT will be made up of the following resources and resource types:

- Cross Stream Test Manager (BC&PT direct WCCL engagement)
- Cross Stream Test Lead (BC&PT direct WCCL engagement)
- Cross Stream Test Analyst(s) (Contractor)

The CST Manager and Lead positions are outside the scope of this Scope of Work.

As the requirement for Test Analyst (**TA**) resources is forecast to vary between 2 to 10 resources at any point in time based on current planned release scope and timing (see sample forecast in Figure 1 below). The Contractor will provide a service that is able to ramp the team up and down as required by the Customer.

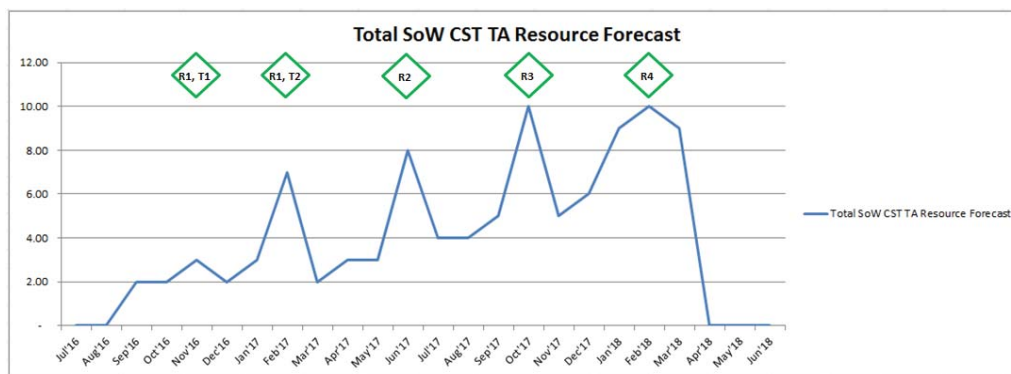


Figure 1 Sample CST TA Resource Forecast

The Customer's BC&PT CST Manager and Lead positions will provide direction, monitor work performed and manage the CST TA resources working on CST.

3. High Level Engagement Outline

The engagement process for CST is as set out below:

- The BC&PT Program Manager will maintain a CST TA resource forecast which will be updated as required and shared with the Contractor at least once a month to provide visibility of requirements and enable resource roll-in, roll-out planning to take place.
- This forecast must provide an indication of when resources are required to roll in and out of the CST Team.
- Variations to the forecast will be agreed by the Customer and the Contractor.
- The Customer must provide a minimum notice period of 2 weeks for roll-in or roll-out of CST TA resources.
- The Contractor must pre-qualify candidates and provide details of suitable candidates for the Customer's consideration and approval.
- The Contractor must provide the CST TA resources at the agreed daily rate and the Contractor is not entitled to claim any additional charges or expenses in relation to these services.
- Resources will report to and work at the discretion of the BC&PT Cross Stream Test Manager and Lead.
- The Contractor and Customer will meet regularly (no less than monthly) to review the performance of the CST TA resources.

- Timesheets for CST TA resources will be authorised on a weekly basis by the Program Manager – BC&PT (or an alternative person specified by the Customer).
- The Contractor must produce time and materials invoices at the end of each month with supporting time sheets and provide these to the Customer.

The Contractor will be responsible for any cost associated with advertising and pre-qualifying candidates for the CST TA resources roles.

4. Activities undertaken by the CST TA(s)

The primary purpose of CST TA role(s) is to assist the BC&PT Cross Stream Test Manager and the BC&PT Cross Stream Test Lead with the planning, preparation and execution required to deliver 'Cross Stream' testing for each ROC Program Release.

The Cross Stream Testing Test Analyst will be involved in the following activities and the responsibilities outlined below and will undertake other CST related tasks as required by the BC&PT Cross Stream Test Manager and the BC&PT Cross Stream Test Lead:

Activity	Responsibilities
Test Preparation	In line with the CST Detailed Test Plan for each Program Release: <ul style="list-style-type: none"> - deliver CST artefacts such as test cases; - demonstrate coverage and quality of test cases; - facilitate peer and stakeholder reviews in order to gain endorsement of the test cases produced for CST; - set up the test management tool in preparation for test execution; and - generate and co-ordinate test data required to support test execution including protecting the security and confidentiality of any sensitive data.
Test Execution	During test execution cycles: <ul style="list-style-type: none"> - execution of test cases; - support Business participant during test execution; - recording test execution results in the test management tool; - Defect management; - Defect fix retesting; and - regression test execution.
Relationship Management	Establish effective relationships with the program streams delivering ROC solution components, with Cross Stream Testing business participants and business stakeholders.

5. Pricing

The Contractor will provide CST TA resources at a rate of [REDACTED] day based on the resource forecast produced and maintained by the BC&PT Stream, the value of this engagement is estimated to be [REDACTED] (based on a forecasted 1945 days of effort) (the **Estimated Price**).

Resource	Resource Category	Initial Rate	Discount	Discounted Rate
CST Test Analyst	Test Analyst	[REDACTED]	[REDACTED]	[REDACTED]
Estimated Price (based on 1945 days of effort)				[REDACTED]

The Estimated Price is a **Time and Materials** estimate and excludes GST.

Given the resource forecast will be reviewed and revised on a regular basis and this is a time and materials engagement, the final value of this engagement may be less than the Estimated Price.

The Contractor must:

- i. provide regular updates (no less than monthly) to the Customer (expressed in dollars and as a percentage of the Estimated Price) as to how the actual cost of the CST TA(s) is tracking against the Estimated Price; and
- ii. not undertake any work that could cause the total price of the CST TA resources to go beyond the Estimated Price. Any further work will need to be approved by the Customer and incorporated by way of a Change Request.