FINANCIAL MANAGEMENT SYSTEM						Response	Comment
			16.2.3.2		Ability to accommodate a multiple hierarchical structure?		
		16.2.4			Regarding the resource and resource account (dissection) codes, ability to specify key fields:		
			16.2.4.1		Field structure?		
			16.2.4.2		Size?		
			16.2.4.2		Ability to accommodate a multiple hierarchical structure?		
		16.2.5			Project to include:		
			16.2.5.1		Project number?		
			16.2.5.2		Project description?		
			16.2.5.3		Project type?		
			16.2.5.4		Active flag?		
			16.2.5.5		Start and end dates? (Actual and Planned/Budget)		
			16.2.5.6		General ledger accounts?		
			16.2.5.7		Original and revised approved commencement date?		
			16.2.5.8		Original and revised approved completion date?		
			16.2.5.9		Original and revised approved costs?		
			16.2.5.10		Sales order link?		
			16.2.5.11		Percentage complete?		
			16.2.5.12		Debtor code?		
			16.2.5.13		Status code?		
			16.2.5.14		Latest estimate cost?		
			16.2.5.15		Oncost codes enabling automatic charging of oncosts to projects?		
			16.2.5.16		Project Manager		
			16.2.5.17		Ability to attach a business plan/funding to a project?		
		16.2.6			Resource to include:		
			16.2.6.1		Resource number?		
			16.2.6.2		Resource description?		
			16.2.6.3		Resource type?		
			16.2.6.4		Active flag?		
			16.2.6.5		Start and end dates? (Actual and Planned/Budget)		
			16.2.6.6		General ledger accounts?		
			16.2.6.7		Suspend flag?		
			16.2.6.8		Budget utilisation percentage?		
			16.2.6.9		Budgeted sell rate for resource?		
			16.2.6.10		Standard hours worked per period?		
			16.2.6.11		Annual salary?		
			16.2.6.12		Status code?		
			16.2.6.13		Number of user-defined tables to indicate available fields and user defined fields		
		16.2.7			Facility to restrict the types of transactions posted to certain projects?		
		16.2.8			Facility to restrict the types of transactions posted to certain resources?		
	16.3				**Processing**		
		16.3.1			Regarding accounting period processing:		
		16.3.2			Able to accommodate multiple periods simultaneously?		
		16.3.3			Ability to maintain:		
			16.3.3.1		Fiscal year information?		
			16.3.3.2		Calendar year information?		
			16.3.3.3		Fiscal and calendar year information?		
			16.3.3.4		Differing Taxation Years/period (FBT, GST, etc)		
			16.3.3.5		Maintain differing financial year-end dates for projects?		
		16.3.4			Regarding year-end processing:		
			16.3.4.1		Ability to provide year-end processing?		
			16.3.4.2		Can automatically roll actual, budget and commitment forward?		
			16.3.4.3		Process year-end adjustments as a separate period?		
			16.3.4.4		Able to post to new year before old one is closed?		

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						Response	Comment
		16.3.5			Regarding journal transaction processing - able to perform calculations on incoming transactions to:		
			16.3.5.1		Raise oncosts on defined transactions?		
			16.3.5.2		Create additional transactions?		
			16.3.5.3		Automatically calculate total amount of a timesheet transaction based on number of hours and charge out rate?		
		16.3.6			Transaction header to include for timesheet entry and adjustments:		
			16.3.6.1		Transaction type?		
			16.3.6.2		Date entered and transaction date?		
			16.3.6.3		Year/period?		
			16.3.6.4		Transaction number?		
			16.3.6.5		Comment/text?		
			16.3.6.6		User identification number?		
			16.3.6.7		Payment period?		
		16.3.7			Transaction details to include for timesheet entry and adjustments:		
			16.3.7.1		Transaction number?		
			16.3.7.2		Resource number?		
			16.3.7.3		Project code?		
			16.3.7.4		Factor?		
			16.3.7.5		Quantity?		
			16.3.7.6		Comment/text?		
			16.3.7.7		User identification number?		
			16.3.7.8		Project number?		
		16.3.8			Provision for payroll costing for multiple categories of employee on actual hours by:		
			16.3.8.1		Actual rate?		
			16.3.8.2		Normalised rate?		
			16.3.8.3		Multiple user determined rates?		
		16.3.9			Provision for standard charge out rates for:		
			16.3.9.1		Plant?		
			16.3.9.2		Vehicles?		
			16.3.9.3		Store issues?		
			16.3.9.4		Workshop?		
			16.3.9.5		Salaried and wages staff and contract employees?		
		16.3.10			Provision for multiple types of projects?		
		16.3.11			Distribution of overheads by actual hours at standard rates?		
		16.3.12			Distribution of overheads to multiple projects?		
		16.3.13			Ability to close and re-open projects?		
		16.3.14			Ability to close and re-open resources?		
		16.3.15			Provision for textual fields for milestones and narratives?		
		16.3.16			Ability to hold information by resource i.e. plant, vehicle, salaried and wages staff and contract employees?		
		16.3.17			Provision to develop standard or template projects?		
		16.3.18			Provision to develop standard or template resources?		
	16.4				**Budgeting and Forecasting**		
		16.4.1			Regarding budget preparation and entry:		
			16.4.1.1		Ability to allow a budget for each project account code on a period basis?		
			16.4.1.2		Ability to allow a budget for each resource account code on a period basis?		
			16.4.1.3		Can enter annual budget and system will calculate period amounts?		
			16.4.1.4		Calculate current period budget based on Actual units of activity?		
			16.4.1.5		Calculate projected budget based on Projected units of activity?		
			16.4.1.6		Calculate budget by percentage increase/decrease from:		
				16.4.1.6.1	Prior years' budget?		
				16.4.1.6.2	Current year's actuals?		
			16.4.1.7		Generate revised budgets by:		

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						Response	Comment
				16.4.1.7.1	Altering original budget figures by a given percent?		
				16.4.1.7.2	Altering original budget figures by a given amount?		
			16.4.1.8		Use non-financial data in determining budget amounts?		
			16.4.1.9		Automatically distribute annual budget by month:		
				16.4.1.9.1	Based on prior years' data?		
				16.4.1.9.2	Based on user specified percentages?		
			16.4.1.10		Automatically distribute annual budget equally over:		
				16.4.1.10.1	12 months?		
				16.4.1.10.2	Other user-defined reporting periods?		
			16.4.1.11		Ability of system to provide budget work sheets?		
			16.4.1.12		Allow on-line updating of budget amounts?		
			16.4.1.13		Prepare budgets on a PC and up load into system?		
			16.4.1.14		Provide budgets for:		
				16.4.1.14.1	Project?		
				16.4.1.14.2	Resource?		
			16.4.1.15		Ability to duplicate budgets to multiple projects?		
			16.4.1.16		Ability to duplicate budgets to multiple resources?		
			16.4.1.17		Ability to distinguish by groups of projects?		
			16.4.1.18		Provision for budget advice on source fund limit?		
			16.4.1.19		Reconciliation of advice to project budgets by source of funds?		
			16.4.1.20		Provision for year end projections?		
			16.4.1.21		Provision of "calendarisation" of budgets by:		
				16.4.1.21.1	Manual dissection for total?		
				16.4.1.21.2	Partial manual input with automatic spread of reminder?		
				16.4.1.21.3	Automatic spread on even periods?		
				16.4.1.21.4	Automatic spread on previous years expenditure?		
			16.4.1.22		Ability to provide for multiple budget years?		
		16.4.2			Regarding budget reporting:		
			16.4.2.1		Can system compare any budget amount with:		
				16.4.2.1.1	Any actual amount?		
				16.4.2.1.2	Any other budget amount?		
				16.4.2.1.3	Commitment (i.e. the liability for outstanding purchase orders for which funds have been reserved?)		
			16.4.2.2		Able to use hierarchy reporting for budget reports?		
			16.4.2.3		Ability to calculate budget variances?		
		16.4.3			Regarding forecasts:		
			16.4.3.1		Is system able to accommodate forecasting?		
			16.4.3.2		Can system perform "What if" simulation?		
			16.4.3.3		Can system perform "What if" simulation, without affecting the master file data?		
			16.4.3.4		Can system perform regression analysis?		
			16.4.3.5		Automatically load forecast results to plan fields?		
			16.4.3.6		Allow for multiple forecasts and revisions of each budget in any one year while maintaining original budgets and revised forecasts?		
			16.4.3.7		Ability to enable budget spread on:		
				16.4.3.7.1	Even spread?		
				16.4.3.7.2	Constant spread?		
	16.5				**Interfaces**		
		16.5.1			Transfer data to project management systems?		
		16.5.2			Receive data to project management systems?		
		16.5.3			Receive data from accounts payable module?		
		16.5.4			Receive data from accounts receivable module?		
		16.5.5			Receive data from general ledger module?		

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						Response	Comment
		16.5.6			Receive data from purchasing module?		
		16.5.7			Receive data from sales order module?		
		16.5.8			Received from separate Budgeting & Planning Module?		
		16.5.9			Received from Fixed Assets Module		
		16.5.10			Received from Plant Maintenance Module?		
		16.5.11			Received from Other Module?		
	16.6				**Inquiry**		
		16.6.1			Specify maximum period data can be accessed on-line?		
		16.6.2			Ability to inspect and analyse transaction data?		
		16.6.3			For transactions not yet posted to master files, can they be included in project/resource balances?		
		16.6.4			Ability to view budgets?		
		16.6.5			Ability to view project allocations?		
		16.6.6			Allow user to:		
			16.6.6.1		Develop inquiry specifications?		
			16.6.6.2		Code inquiry?		
		16.6.7			Able to store inquiry for repeated execution?		
		16.6.8			Ability to limit inquiry answer set?		
		16.6.9			Ability to limit file/database access?		
		16.6.10			Ability to select sort sequence?		
		16.6.11			Inquiry on dollars by project number:		
			16.6.11.1		By dates in current year?		
			16.6.11.2		By dates in previous year?		
			16.6.11.3		By periods in currents year?		
			16.6.11.4		By periods in previous year?		
			16.6.11.5		By year to date?		
			16.6.11.6		By life to date?		
			16.6.11.7		By current year opening balance?		
		16.6.12			Inquiry on dollars by resource number:		
			16.6.12.1		By dates in current year?		
			16.6.12.2		By dates in previous year?		
			16.6.12.3		By periods in currents year?		
			16.6.12.4		By periods in previous year?		
			16.6.12.5		By year to date?		
			16.6.12.6		By life to date?		
			16.6.12.7		By current year opening balance?		
		16.6.13			Facility to compare last year's/current year's (or predefined period) actuals and budgeted figures?		
		16.6.14			Facility to provide details of:		
			16.6.14.1		Project details?		
			16.6.14.2		Project account code details?		
			16.6.14.3		Resource details?		
			16.6.14.4		Resource account code details?		
		16.6.15			Facility to provide hierarchy information on:		
			16.6.15.1		Project details?		
			16.6.15.2		Project account code details?		
			16.6.15.3		Resource details?		
			16.6.15.4		Resource account code details?		
			16.6.15.5		Project Manager?		
			16.6.15.6		User defined parameters?		
		16.6.16			Details of project/project account code balances:		
			16.6.16.1		Actual?		
			16.6.16.2		Budget?		
			16.6.16.3		Commitments?		

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						Response	Comment
				16.6.16.3.1	Each by:		
				16.6.16.3.2	Month-to-date?		
				16.6.16.3.3	Year-to-date?		
				16.6.16.3.4	Net transactions for periods?		
				16.6.16.3.5	Life to date?		
		16.6.17			Details of resource/resource account code balances:		
			16.6.17.1		Actual?		
			16.6.17.2		Budget?		
			16.6.17.3		Commitments?		
				16.6.17.3.1	Each by:		
				16.6.17.3.2	Month-to-date?		
				16.6.17.3.3	Year-to-date?		
				16.6.17.3.4	Net transactions for periods?		
				16.6.17.3.5	Life to date?		
		16.6.18			Ability to " drill down " from enquiry level as above to individual transactions?		
		16.6.19			Inquiry by:		
			16.6.19.1		Project/project account code detail?		
			16.6.19.2		Resource/resource account code detail?		
	16.7				**Reporting**		
		16.7.1			Provide the following reports:		
			16.7.1.1		Expenditure in the same format as the budgeting module i.e. project details spread over summary project account codes by period?		
			16.7.1.2		Project actuals versus budget and forecast:		
				16.7.1.2.1	By project?		
				16.7.1.2.2	By costs, billing transactions and commitments?		
				16.7.1.2.3	By opening balance, current period, year to date and life to date?		
				16.7.1.2.4	By user defined fields?		
			16.7.1.3		Dormant jobs, i.e. no transactions on project over defined period?/by past completion/finished date?		
			16.7.1.4		Project master file listing?		
			16.7.1.5		Projects by status?		
			16.7.1.6		Movement in agreed completion date?		
			16.7.1.7		Movement in agreed fee?		
			16.7.1.8		Projects with no sales order issued?		
			16.7.1.9		Projects with sales orders issued?		
			16.7.1.10		Details of oncost raised per project?		
			16.7.1.11		Project level and source of funds?		
			16.7.1.12		Employees hours by:		
				16.7.1.12.1	Project?		
				16.7.1.12.2	Project account code?		
				16.7.1.12.3	Resource?		
			16.7.1.13		Utilisation and availability by:		
				16.7.1.13.1	Employee number?		
				16.7.1.13.2	Project?		
				16.7.1.13.3	Responsibility/cost centre/cost object?		
			16.7.1.14		Missing/duplicate timesheets?		
			16.7.1.15		Resource master file listing?		
			16.7.1.16		Resource cost versus budget:		
				16.7.1.16.1	By resource?		
				16.7.1.16.2	By resource and resource account code?		
				16.7.1.16.3	By actuals and budgets?		
				16.7.1.16.4	By costs, transfer transactions and commitments?		
				16.7.1.16.5	By opening balance, current period, year to date and life to date?		

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						Response	Comment
				16.7.1.16.6	By user defined fields?		
			16.7.1.17		Listing of rates by resource?		
			16.7.1.18		Listing of resource transactions?		
			16.7.1.19		Produce detail listing of transactions by project?		
			16.7.1.20		Produce detail listing of transactions by resource?		
17	INVENTORY						
	17.1				**System Volumes**		
		17.1.1			Maximum number of:		
			17.1.1.1		Locations;		
			17.1.1.2		Items;		
			17.1.1.3		decimal places supported in inventory quantity fields;		
			17.1.1.4		warehouses;		
			17.1.1.5		bins within a warehouse;		
	17.2				**General Inventory**		
		17.2.1			Establish a consignment inventory location:		
			17.2.1.1		Warehouse?		
			17.2.1.2		Bin (only)?		
			17.2.1.3		Option to remove from overall inventory on-hand, allocated and available quantities?		
			17.2.1.4		Option to include in overall inventory on-hand, allocated and available quantities?		
		17.2.2			Existing on-line inquiry information by item:		
			17.2.2.1		Quantity allocated?		
			17.2.2.2		Quantity allocated with associated work order numbers?		
			17.2.2.3		Quantity allocated with associated sales order numbers?		
			17.2.2.4		Quantity available after commitments?		
			17.2.2.5		Quantity available and open POs numbers and due dates?		
			17.2.2.6		Quantity available and open replenishment WOs numbers and due dates?		
			17.2.2.7		Inquire by item description and/or alphanumeric look up by description?		
			17.2.2.8		Quantity in inspection?		
			17.2.2.9		Quantity on-hand:		
				17.2.2.9.1	By warehouse?		
				17.2.2.9.2	By bin location?		
				17.2.2.9.3	By lot?		
				17.2.2.9.4	Total all locations?		
		17.2.3			Maintain inventory value on:		
			17.2.3.1		FIFO?		
			17.2.3.2		Average cost?		
			17.2.3.3		Standard cost?		
		17.2.4			Allow inventory for items coded as phantoms?		
		17.2.5			Show available-to-promise as on-hand, minus allocations, plus future receipts?		
		17.2.6			Show total kit inventory as well as inventory of components?		
		17.2.7			Support multiple stocking units-of-measure within the same item (e.g., show on-hand quantity in bulk storage area as total of full cases and individual units in order picking		
		17.2.8			Provide same-as-except item master creation?		
		17.2.9			Allow inventory quantity fields to show negative balances:		
			17.2.9.1		On-hand?		
			17.2.9.2		Available?		
			17.2.9.3		In inspection?		
		17.2.10			All inventory transactions have on-line updates:		
			17.2.10.1		Receipts?		
			17.2.10.2		Issues?		
			17.2.10.3		Miscellaneous issues?		
			17.2.10.4		Miscellaneous receipts?		

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						Response	Comment
			17.2.10.5		Shipments?		
			17.2.10.6		Adjustments?		
			17.2.10.7		Scrap/damaged?		
			17.2.10.8		Transfer?		
			17.2.10.9		In transit?		
		17.2.11			Provide automated item substitute cross-referencing?		
		17.2.12			Maintain the last actual purchased cost?		
		17.2.13			Maintain the last actual manufactured cost (separate field from purchased cost)?		
		17.2.14			Automatically track item usage and place items with higher demand in locations closer to destination points:		
			17.2.14.1		Finished goods closer to shipping area?		
			17.2.14.2		Raw material/subassemblies closer to production?		
		17.2.15			Provide a cross reference for obsolete items?		
		17.2.16			System prevents deletion of any item with outstanding activity?		
		17.2.17			Support make/buy codes:		
			17.2.17.1		Allow changes (i.e., from make to buy) for established items?		
			17.2.17.2		Allow an item to be used interchangeably?		
		17.2.18			Support changing item number while maintaining all associated item and historical		
		17.2.19			Support standard inventory classification?		
	17.3				**Stock Item**		
		17.3.1			Creation, deletion and modification of stock items through:		
			17.3.1.1		Item code number?		
			17.3.1.2		Description?		
			17.3.1.3		Unit of measure?		
			17.3.1.4		Stock categories?		
			17.3.1.5		Purchase unit of measure and conversion?		
			17.3.1.6		Maximum and minimum quantity?		
			17.3.1.7		Unit costs?		
			17.3.1.8		Delivery lead time?		
			17.3.1.9		Actual usage history by period?		
			17.3.1.10		Shelf life?		
			17.3.1.11		Inventory classification?		
			17.3.1.12		EAN (European Article Number)?		
			17.3.1.13		Automatic re-order quantity levels		
		17.3.2			Maintenance of common item data is to be separate from maintenance of stock item		
		17.3.3			Provision for shelf life details to ascertain aged stock e.g. foodstuffs?		
		17.3.4			Process goods received transactions:		
			17.3.4.1		With reference to a purchase order?		
			17.3.4.2		Without reference to a purchase order?		
			17.3.4.3		Quantity received differs from purchase order?		
			17.3.4.4		Quantity received must be no more than the purchase order quantity?		
			17.3.4.5		Quantity received must be within a specific timeframe/period?		
			17.3.4.6		Able to configure user-defined parameters?		
			17.3.4.7		Price charged differs from the purchase order?		
			17.3.4.8		Interstore and interlocation transfers?		
			17.3.4.9		Item forwarded/received to non-store operation?		
		17.3.5			Ability to process transactions:		
			17.3.5.1		Return to store?		
			17.3.5.2		Authorised issues of stock items?		
			17.3.5.3		Return to supplier?		
			17.3.5.4		Goods in transit control?		
			17.3.5.5		Notification of destination that goods are to be received?		
			17.3.5.6		Issue and receive goods under repair?		
		17.3.6			Unit stock valuation to the nearest cent?		

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						Response	Comment
		17.3.7			Valuation methods:		
			17.3.7.1		Weighted average?		
			17.3.7.2		FIFO?		
			17.3.7.3		Replacement value?		
			17.3.7.4		Standard value?		
			17.3.7.5		Average Costing?		
		17.3.8			Accommodate for different unit values at different stores?		
		17.3.9			View inventory balance information across multiple plants:		
			17.3.9.1		For one item?		
			17.3.9.2		All plants on one screen?		
			17.3.9.3		Without signing off/on to plant level systems?		
			17.3.9.4		Total quantity on-hand by plant?		
			17.3.9.5		Total quantity in-transit (to/from) by plant?		
			17.3.9.6		Total quantity allocated/reserved by plant?		
			17.3.9.7		Total quantity on order by plant?		
		17.3.10			Support multi-site and multi-company transfers:		
			17.3.10.1		Existing program that can cross databases (not required to perform a blind issue and a blind receipt)?		
			17.3.10.2		Automatically update inventory balance information?		
			17.3.10.3		Account for different standard costs automatically?		
			17.3.10.4		Support in-transit warehouses?		
		17.3.11			Existing item inventory balance reports:		
			17.3.11.1		By plant?		
			17.3.11.2		By warehouse?		
			17.3.11.3		By plant and warehouse?		
			17.3.11.4		Estimation of inventory dollar value by product family within company and plant?		
			17.3.11.5		Estimation of inventory dollar value by item within company and plant?		
			17.3.11.6		Estimation of dollar value by product family within plant and warehouse?		
			17.3.11.7		Estimation of dollar value by item within plant and warehouse?		
	17.4				**Counting**		
		17.4.1			Assist in actual inventory counting:		
			17.4.1.1		Generate a count ticket per item per location?		
			17.4.1.2		Generate a summary count ticket per location (row)?		
			17.4.1.3		Automatically create a batch file of inventory adjustments?		
			17.4.1.4		Allow user editing of batch file prior to update?		
			17.4.1.5		Generate a count list with count quantity and location?		
			17.4.1.6		System freezes item balance database information for items being counted?		
			17.4.1.7		Automatically update perpetual record with edited counts and create general ledger adjustments?		
			17.4.1.8		Generate a duplicate/re-printed count ticket upon request?		
		17.4.2			Existing physical/cycle count reports (all sequenced by date and time of transaction):		
			17.4.2.1		Inventory accuracy by item and warehouse?		
			17.4.2.2		Inventory adjustments by item (units)?		
			17.4.2.3		Inventory adjustments by item within warehouse (units)?		
			17.4.2.4		Inventory adjustments by item (dollars)?		
			17.4.2.5		Inventory adjustments by item within warehouse (dollars)?		
			17.4.2.6		Summarised inventory adjustments by warehouse (dollars)?		
			17.4.2.7		Summarised inventory adjustments by plant within warehouse (dollars)?		
			17.4.2.8		Inventory adjustments by item, by location?		
		17.4.3			Can unit of measure (UOM) be specific to an item?		
		17.4.4			Conversion to stocking UOM during receipts to storeroom:		
			17.4.4.1		From production UOM to stocking UOM?		

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						Response	Comment
			17.4.4.2		From vendor UOM at receiving?		
		17.4.5			Conversion from stocking UOM to customer's UOM at order entry?		
		17.4.6			UOM and conversion factor can be user-defined (e.g. crate, carton)?		
		17.4.7			UOM conversion for Australian Standard of measurement (eg Metric)?		
	17.5				**Interfaces**		
		17.5.1			Purchasing:		
			17.5.1.1		Purchased receipts are updated automatically on-line?		
			17.5.1.2		The last purchase price for an item on order is updated on-line automatically?		
		17.5.2			Order Management:		
			17.5.2.1		On-hand inventory is decreased automatically on-line when orders are shipped?		
			17.5.2.2		Available inventory is decreased automatically on-line at sales order allocation?		
		17.5.3			Product Costing:		
			17.5.3.1		Cost roll-up updates item master file cost?		
			17.5.3.2		Changes to production standards set cost roll-up indicator flag?		
		17.5.4			General Ledger:		
			17.5.4.1		General ledger transactions are automatically created from all inventory movement transactions?		
			17.5.4.2		General ledger account numbers are validated against current chart of accounts?		
			17.5.4.3		Existing interface file for integrating to other vendor's General Ledger applications?		
			17.5.4.4		Application software has been interfaced to other software vendors' General Ledger applications? (where applicable?)		
		17.5.5			Ability to interface to bar-code utility?		
		17.5.6			Accounts payable purchase price variance update during invoice matching?		
	17.6				**Reporting**		
		17.6.1			Existing general inventory reports:		
			17.6.1.1		Obsolete/slow moving items with no activity after a user-defined date or number of days?		
			17.6.1.2		Parts with zero or negative on-hand balances?		
			17.6.1.3		Manufacturing order shortage report by item by order?		
			17.6.1.4		Manufacturing order shortage report by order by item?		
			17.6.1.5		Transaction journal?		
			17.6.1.6		Inventory below re-order quantity?		
			17.6.1.7		Obsolete inventory?		
		17.6.2			Existing inventory valuation reports by criteria:		
			17.6.2.1		Plant by item number?		
			17.6.2.2		Product class (e.g., finished goods) by item number?		
			17.6.2.3		Product group by item number?		
			17.6.2.4		Descending total on-hand value by item number?		
			17.6.2.5		Standard cost?		
			17.6.2.6		Average cost?		
			17.6.2.7		Incurred cost?		
		17.6.3			Inventory valuation report by method:		
			17.6.3.1		Weighted average historical value?		
			17.6.3.2		FIFO?		
			17.6.3.3		Replacement value?		
			17.6.3.4		Standard value?		
			17.6.3.5		Average costing?		
		17.6.4			Cycle counting and stocktake reports including:		
			17.6.4.1		Stocktake worksheet in location sequence?		
			17.6.4.2		Reconciliation and recount report?		
			17.6.4.3		Approved adjustment report?		
		17.6.5			Stores analysis report by:		
			17.6.5.1		Store type?		

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						Response	Comment
			17.6.5.2		Value?		
			17.6.5.3		Turnover?		
			17.6.5.4		Slow moving stock?		
			17.6.5.5		Excess stock?		
			17.6.5.6		Price variation?		
			17.6.5.7		Shelf life for aged stock?		
		17.6.6			GL transaction report with date range?		
		17.6.7			All report to be selected by:		
			17.6.7.1		Store or range of stores?		
			17.6.7.2		Item group range?		
			17.6.7.3		Item code range?		
		17.6.8			Existing location reports:		
			17.6.8.1		Empty locations?		
			17.6.8.2		Stock status by bin location?		
			17.6.8.3		Stock status by warehouse?		
			17.6.8.4		Stock status by plant?		
			17.6.8.5		By item?		
			17.6.8.6		By product family?		
18	ACTIVITY BASED COSTING						
	18.1				**Systems Volumes**		
		18.1.1			Regarding the activity code:		
			18.1.1.1		Maximum number of digits in code?		
			18.1.1.2		Maximum number of different activity codes?		
			18.1.1.3		Maximum level of activity hierarchy?		
			18.1.1.4		Maximum number of hierarchal structures?		
			18.1.1.5		Maximum number of user specific free fields?		
	18.2				**System Set-up**		
		18.2.1			Regarding activity coding structure:		
			18.2.1.1		Able to cater for alpha and numeric coding structure?		
			18.2.1.2		Able to modify coding structure after implementation:		
				18.2.1.2.1	Without program changes?		
				18.2.1.2.2	With program changes?		
		18.2.2			Regarding amount fields - Ability to calculate activity costs and maintain balances by month and year-to-date of::		
			18.2.2.1		Direct costs?		
			18.2.2.2		Allocated Costs?		
			18.2.2.3		Hours?		
		18.2.3			Regarding the activity codes - Ability to specify key fields:		
			18.2.3.1		Field structure?		
			18.2.3.2		Size?		
		18.2.4			Regarding the activity hierarchical structure:		
			18.2.4.1		Ability to group activities by:		
				18.2.4.1.1	Service levels?		
				18.2.4.1.2	Service groups?		
				18.2.4.1.3	Sub-programs?		
				18.2.4.1.4	Programs?		
			18.2.4.2		Ability to accommodate multiple hierarchical structures?		
		18.2.5			Activity to include:		
			18.2.5.1		Activity number?		
			18.2.5.2		Activity description?		
			18.2.5.3		Activity description down to appropriate level (eg Corporate, operational and		

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						Response	Comment
							GIPA Act s 14 - Table 4(b)
	18.3				**Processing**		
		18.3.1			Activity hours to be collected from:		
			18.3.1.1		Dynamic rosters/timesheets?		
				18.3.1.1.1	Electronically?		
				18.3.1.1.2	Manually?		
			18.3.1.2		Static Rosters/timesheets?		
				18.3.1.2.1	Electronically?		
				18.3.1.2.2	Manually?		
			18.3.1.3		Surveys?		
				18.3.1.3.1	Electronically?		
				18.3.1.3.2	Manually?		
		18.3.2			Ability to update rosters/timesheets:		
			18.3.2.1		Daily?		
			18.3.2.2		Weekly?		
			18.3.2.3		Fortnightly?		
			18.3.2.4		Monthly?		
		18.3.3			Ability to update surveys:		
			18.3.3.1		Monthly?		
			18.3.3.2		Quarterly?		
		18.3.4			Ability to perform activity transaction processing such as perform calculations on incoming transactions to calculate activity costs based on:		
			18.3.4.1		Actual number of hours?		
			18.3.4.2		Actual salary costs?		
			18.3.4.3		Average costs?		
			18.3.4.4		Standard costs?		
			18.3.4.5		Other?		
		18.3.5			Transaction header to include for roster/timesheet entry and adjustments:		
			18.3.5.1		Transaction type?		
			18.3.5.2		Date entered and transaction date?		
			18.3.5.3		Year/period?		
			18.3.5.4		Transaction number?		
			18.3.5.5		Comment/text?		
			18.3.5.6		User identification number?		
			18.3.5.7		Payment period?		
		18.3.6			Transaction details to include for roster/timesheet entry and adjustments:		
			18.3.6.1		Transaction number?		
			18.3.6.2		Transaction date?		
			18.3.6.3		Cost Centre/ Cost Object/Project?		
			18.3.6.4		Employee number?		
			18.3.6.5		Employee name?		
			18.3.6.6		Activity code?		
			18.3.6.7		Activity hours?		
			18.3.6.8		Actual salary costs?		
		18.3.7			Provision for costing of multiple activities by employee on actual hours by:		
			18.3.7.1		Half hour increments?		
			18.3.7.2		One Hour increments?		
			18.3.7.3		Daily increments?		
			18.3.7.4		Other?		
		18.3.8			Ability to match/post costs and hours to:		
			18.3.8.1		cost centre/cost objects within the G/L?		
			18.3.8.2		Projects?		
			18.3.8.3		Other?		
		18.3.9			Ability to charge other costs to activities based on salary costs?		

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						Response	Comment
		18.3.10			Ability to link accounts to activities by:		
			18.3.10.1		Individual accounts?		
			18.3.10.2		Range of accounts?		
			18.3.10.3		Group of accounts?		
		18.3.11			Ability to reallocate costs to activities from:		
			18.3.11.1		Activities within the same cost centre/Cost Object/Project?		
			18.3.11.2		Activities from another cost centre/Cost Object/Project?		
			18.3.11.3		Activities from a range of other cost centres/Cost Object/Project?		
			18.3.11.4		Accounts from other cost centres/Cost Object/Project?		
	18.4				**Interfaces:**		
		18.4.1			Receive data from rosters/time sheets?		
		18.4.2			Receive data from surveys?		
		18.4.3			Receive data from payroll?		
		18.4.4			Receive data from general ledger module?		
		18.4.5			Transfer data to Executive Information Services or Business Intelligence Tools?		
		18.4.6			Transfer data to EDW (Enterprise Data Warehouse)?		
		18.4.7			Ability to accept a spreadsheet upload facility for:		
			18.4.7.1		Manually activity input of personnel time allocation to current activities		
			18.4.7.2		Manually activity input of personnel time allocation to new activities		
			18.4.7.3		Ability to insert new activity		
			18.4.7.4		Ability to insert data to depts, cost centres. Cost objects/projects, etc		
	18.5				**Inquiry**		
		18.5.1			Specify maximum period data can be accessed on-line?		
		18.5.2			Ability to inspect and analyse transaction data?		
		18.5.3			Allow user to:		
			18.5.3.1		Develop inquiry specifications?		
			18.5.3.2		Code inquiry?		
		18.5.4			Able to store inquiry for repeated execution?		
		18.5.5			Ability to limit inquiry answer set?		
		18.5.6			Ability to limit file/database access?		
		18.5.7			Ability to select sort sequence?		
		18.5.8			Inquiry on dollars, hours or both by cost centre/cost object:		
			18.5.8.1		By dates in current year?		
			18.5.8.2		By dates in previous year?		
			18.5.8.3		By periods in currents year?		
			18.5.8.4		By periods in previous year?		
			18.5.8.5		By year to date?		
		18.5.9			Inquiry on activities:		
			18.5.9.1		By dates in current year?		
			18.5.9.2		By dates in previous year?		
			18.5.9.3		By periods in currents year?		
			18.5.9.4		By periods in previous year?		
			18.5.9.5		By year to date?		
		18.5.10			Facility to compare last year's/current year's costs and hours?		
		18.5.11			Facility to provide details of:		
			18.5.11.1		Activity costs?		
			18.5.11.2		Activity hours?		
		18.5.12			Facility to provide hierarchy information on:		
			18.5.12.1		cost centre/cost objects?		
			18.5.12.2		Service levels?		
			18.5.12.3		Service groups?		

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						Response	Comment
			18.5.12.4		Sub-programs?		
			18.5.12.5		Programs?		
		18.5.13			Ability to " drill down " from enquiry level in item 11 above to individual transactions?		
	18.6				**Reporting**		
		18.6.1			Provide the following reports:		
			18.6.1.1		Activity cost and hours by:		
				18.6.1.1.1	Activity?		
				18.6.1.1.2	Service levels?		
				18.6.1.1.3	Service groups?		
				18.6.1.1.4	Sub-programs?		
				18.6.1.1.5	Programs?		
				18.6.1.1.6	User defined fields?		
			18.6.1.2		Activity master file listing?		
			18.6.1.3		Service levels master file listing?		
			18.6.1.4		Service groups master file listing?		
			18.6.1.5		Sub-programs master file listing?		
			18.6.1.6		Programs master file listing?		
			18.6.1.7		Activities with no costs or hours?		
			18.6.1.8		Employees hours by activity costs?		
			18.6.1.9		Missing/duplicate rosters/timesheets?		
			18.6.1.10		Missing duplicate survey details?		
			18.6.1.11		Listing of average cost of activities for:		
				18.6.1.11.1	Fortnight?		
				18.6.1.11.2	Month?		
				18.6.1.11.3	Year?		
				18.6.1.11.4	Other?		
19	**ASSET MANAGEMENT and MAINTENANCE**						
A					**Functional Requirements**		
					Administration of Asset Register		
19.1.1.					**Maintain Asset Classifications**		
	19.1.1.1				Is the Asset Management application compliant with Australian Accounting Standards and NSW Treasury Policy & Guidelines Papers (with the mandated options and major policy decisions under AEIFRS located at www.treasury.nsw.gov.au/indexes/tppdex.html) covering:		
		19.1.1.1.1			Australian Accounting Standards:		
			19.1.1.1.1.1		AASB 108 Accounting Policies , Changes in Accounting Estimates and Errors - Where the residual value differs to that which was previously estimated, impacts prior years disclosure data.		
			19.1.1.1.1.2		AASB 112 Income Taxes		
			19.1.1.1.1.3		AASB 116 Property, Plant and Equipment		
			19.1.1.1.1.4		AASB 117 Leases		
			19.1.1.1.1.5		AASB 120 Accounting for Government Grants and Disclosure of Government Assistance		

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						Response	Comment
			19.1.1.1.1.6		AASB 136 Impairment of Assets - Requires assessment of impairment of Assets or Cash Generating Unit (CGU) at reporting date, and to write off the degree of impairment.	GIPA Act s 14, Table 4(b)	
			19.1.1.1.1.7		AASB 138 Intangible Assets		
			19.1.1.1.1.8		AASB 140 Investment property		
		19.1.1.1.2			NSW Treasury Policy & Guidelines Papers (with the mandated options and major policy decisions under AEIFRS located at www.treasury.nsw.gov.au/indexes/tppdex.html) covering:		
			19.1.1.1.2.1		TPP06-6 Accounting Policy - Guidelines for Capitalisation of Expenditure on Property. Plant and Equipment (June 2006)		
			19.1.1.1.2.2		TPP06-3 Lessor Accounting for Prepaid Long Term Leases of Land (June 2006)		
			19.1.1.1.2.3		TPP05-3 Valuation of Physical Non-Current Assets at Fair Value (Nov 2005)		
	19.1.1.2				Asset classifications can be organised/categorised into user-defined hierarchical and logical groupings to support the financial control and reporting of non-current (fixed) assets and any colloquials		
	19.1.1.3				Can enter asset and assign unique number to each for:		
		19.1.1.3.1			Corporate/Agency Entity?		
		19.1.1.3.2			Division?		
		19.1.1.3.3			Group?		
		19.1.1.3.4			Department?		
		19.1.1.3.5			Location?		
		19.1.1.3.6			Cost Centre/ Cost Object?		
		19.1.1.3.7			Asset Class?		
		19.1.1.3.8			Asset number?		
		19.1.1.3.9			User reference?		
		19.1.1.3.10			Asset Status		
		19.1.1.3.11			Residual Values?		
		19.1.1.3.12			Cash Generating Unit (CGU is the smallest identifiable group of Assets that generate cash inflows that are largely independent of the cash flows from other assets or group o assets)?		
	19.1.1.4				Descriptive information recorded for each asset classification includes:		
		19.1.1.4.1			- classification description		
		19.1.1.4.2			- asset type/class		
	19.1.1.5				Able to group fixed assets into categories, asset classes, sub classes, etc?		
	19.1.1.6				Classification of assets into logical groups (i.e. plants, buildings, office equipment), etc?		
	19.1.1.7				Regarding transactional file changes:		
		19.1.1.7.1			Able to enter on-line/real time asset:		
			19.1.1.7.1.1		-Amendments?		
			19.1.1.7.1.2		-Revaluation?		
			19.1.1.7.1.3		-Transfers?		
			19.1.1.7.1.4		-Additions?		
		19.1.1.7.2			Produce audit trail?		
	19.1.1.8				Able to enter change for depreciation method (Accounting and Tax Basis, if applicable)		
	19.1.1.9				Able to validate on-line:		
		19.1.1.9.1			-Asset number?		
		19.1.1.9.2			-Cost Centre number/Cost Object?		
		19.1.1.9.3			-General ledger account number? -		
		19.1.1.9.4			-Depreciation method (Accounting and Tax Basis, if applicable)?		
	19.1.1.10				Financial attributes recorded against each asset and asset classification include:		
		19.1.1.10.1			- G/L cost account		
		19.1.1.10.2			- G/L depreciation expense account		
		19.1.1.10.3			- G/L accumulated depreciation account		
		19.1.1.10.4			- G/L profit/loss on revaluation		

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						Response	Comment
		19.1.1.10.5			- G/L profit/loss on impairment (i.e. recoverable amount) of CGU		
		19.1.1.10.6			- G/L profit/loss on sale account		
		19.1.1.10.7			- G/L revaluation reserve account		
		19.1.1.10.8			- Depreciation rate (Tax Basis (rates))		
		19.1.1.10.9			- Depreciation rate (Accounting Basis (rates))		
		19.1.1.10.10			- Depreciation method (Tax Basis (rates))		
		19.1.1.10.11			- Depreciation method (Accounting Basis (rates))		
	19.1.1.11				Facility to record that an asset is leased including:		
		19.1.1.11.1			Lessor?		
		19.1.1.11.2			Lease Details?		
		19.1.1.11.3			Leasing information can be recorded against each asset classification including:		
			19.1.1.11.3.1		- Type of lease		
			19.1.1.11.3.2		- G/L capitalised lease cost account		
			19.1.1.11.3.3		- G/L lease liability account		
			19.1.1.11.3.4		- G/L lease amortisation expense account		
			19.1.1.11.3.5		- G/L lease interest expense account		
			19.1.1.11.3.6		- G/L accumulated lease amortisation account		
			19.1.1.11.3.7		- G/L maintenance expense.		
	19.1.1.12				Accounting rules are able to be set against asset classifications and groupings.		
	19.1.1.13				Depreciation rules are able to be set against asset classifications and groupings.		
	19.1.1.14				LEFT BLANK INTENTIONALLY		
	19.1.1.15				Updates to classification attributes are automatically applied to assets belonging to the classification/asset class. For example, a change in depreciation method from straight line to reducing balance depreciation will automatically recalculate depreciation values for assets belonging to the asset class.		
	19.1.1.16				Changes to classification attributes such as depreciation rate and method are always associated with "date effective" i.e. to be effective from that specific date for the future.		
	19.1.1.17				Assets can be flagged for exclusion from automatic updates triggered by classification (default) attribute and value modifications/updates.		
	19.1.1.18				For each transactional change, the following are able to be identified and tracked:		
		19.1.1.18.1			- Identify the user responsible for each change.		
		19.1.1.18.2			- Identify the time and date for each classification (transactional) change.		
		19.1.1.18.3			- Other , eg items changed		
		19.1.1.18.4			- Track before and after images of all classification (transactional) changes.		
		19.1.1.18.5			- Identification of Spares/Cost of Spares, where these are capitalised (where these are significant and are capitalised)		
		19.1.1.18.6			- Cost of Inspections of major assets		
		19.1.1.18.7			- Cost of Spares (where these are significant and are capitalised)		
		19.1.1.18.8			- Cost of restoration or add-ons (including dismantling, removal and restoring cost)		
		19.1.1.18.9			- Cost of disposal of assets (in arriving at the Fair Value)		
		19.1.1.18.10			- Basis of Cash Flows for each asset in determining CGU/cash flow associated with each asset		
	19.1.1.19				Able to reflect / operate using either cost models for the purpose of showing the appropriate cost/valuation:		
		19.1.1.19.1			- Cost model (being Carrying Amount = Actual Cost - Accum Deprec - Accum Impairment Loss) NOTE :For each revalued class of property, plant and equipment, the carrying amount that would have been recognised had the asset been carried under the cost model - AASB116 paragraph 77e		
		19.1.1.19.2			-Revaluation Model (being asset at Fair Value based on a Revalued Amount - Accum Deprec-Accum Impairment Loss)		
19.1.2.					**Acquire & Register Assets**		
	19.1.2.1				All assets can be uniquely identified in a centrally maintained database.		

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FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
	19.1.2.2				Asset codes can be assigned either automatically or be user defined.		
	19.1.2.3				Warning and prevention of duplicated asset records.		
	19.1.2.4				Facilitate the initial upload of historical cost, depreciation rates (Tax/Accounting), deprec method, asset classes, and all relevant asset details, etc for all asset records.		
	19.1.2.5				Basic descriptive information to cover each asset to include:		
		19.1.2.5.1			Asset Identification Number/Asset Maintenance System (AMS) Reference Number?		
		19.1.2.5.2			Bar Code Number?		
		19.1.2.5.3			Serial Number?		
		19.1.2.5.4			Asset Class (major category) and Sub Class (minor category)?		
		19.1.2.5.5			Asset Class Description?		
		19.1.2.5.6			Asset Make and Model?		
		19.1.2.5.7			Asset Type?		
		19.1.2.5.8			Construction Type?		
		19.1.2.5.9			Building description, name, code, etc		
		19.1.2.5.10			Custodian?		
		19.1.2.5.11			Asset Status i.e. whether it is an asset or non asset (i.e. WIP), and ready for use, etc?		
		19.1.2.5.12			Current Condition/Assessment of Asset		
		19.1.2.5.13			Identity Assets that are subjected to leasing		
		19.1.2.5.14			Facility to record assets that are on loan from/to another region?		
		19.1.2.5.15			Able to identify (including through the use of colloquials eg vehicle registration number) whether the asset is a CGU (Cash Generating Unit)?		
		19.1.2.5.16			Safety Assessing Rating/Status		
		19.1.2.5.17			Maintainable versus Non-Maintainable Indicator (Yes/ No or Rating facility?)		
		19.1.2.5.18			Ability to include a detailed list of asset Failures / Faults (and coding, if applicable		
		19.1.2.5.19			Criticality Rating/Status		
	19.1.2.6				Location information		
		19.1.2.6.1			Home Location?		
		19.1.2.6.2			Asset Location?		
		19.1.2.6.3			Asset Location with spatial characteristics for Large Capital Infrastructure (eg Dams, railway tracks, roads, national parks, fences, etc)		
			19.1.2.6.3.1		Location - spatial characteristics (i.e. capable of interfacing with applications that provide the such facilities, eg):		
				19.1.2.6.3.1.1	- Geospatial location via Satellite Navigation/GPS		
				19.1.2.6.3.1.2	- Geographical Information System (GIS)		
				19.1.2.6.3.1.3	- Government Property Information System (GPIS)		
				19.1.2.6.3.1.4	- Continuous Assets		
				19.1.2.6.3.1.5	- Non Point Asset		
			19.1.2.6.3.2		Ability to handle shapes:		
				19.1.2.6.3.2.1	-Various shapes in format of diagrams, graphical, spatial, attachments, images/photographs and multiple file formats including outputs from CAD systems)		
				19.1.2.6.3.2.2	-Text format		
			19.1.2.6.3.3		Ability of application to further analyse or handle subclasses into 'sections' (eg in case of a railway track/ road, etc)		
			19.1.2.6.3.4		The ability to insert, modify and delete property and real estate data via keyboard.		
			19.1.2.6.3.5		The ability to insert, modify and delete spatial data via keyboard.		
			19.1.2.6.3.6		The ability to insert, modify and delete personnel location information.		
		19.1.2.6.4			Addition, archiving and modifications of location and sub location codes		
		19.1.2.6.5			Recording the physical location of the asset within the organisation?		
		19.1.2.6.6			Controlled by security profile?		
	19.1.2.7				Asset Value to cover the following:		

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FINANCIAL MANAGEMENT SYSTEM						Response	Comment
		19.1.2.7.1			- Original Cost at Acquisition		
		19.1.2.7.2			- Fair Value		
		19.1.2.7.3			- Replacement Cost		
		19.1.2.7.4			- Residual Value		
		19.1.2.7.5			- Current Book Value?		
		19.1.2.7.6			-Proceeds of disposal?		
		19.1.2.7.7			-Book value written back on disposal?		
		19.1.2.7.8			-Profit and Loss on Disposal?		
		19.1.2.7.9			- Ability to capitalise cost of Spares into above Asset Cost?		
		19.1.2.7.10			-Carrying Amount being the Cost less Accum Depreciation, less Impairment loss.		
	19.1.2.8				Revaluation (including impairment):		
		19.1.2.8.1			- Basis of revaluation		
		19.1.2.8.2			- Effective Date of the revaluation		
		19.1.2.8.3			- Independent valuation, etc		
		19.1.2.8.4			- Other - memo facility		
		19.1.2.8.5			- Ability to offset revaluation gains against losses within the same asset class; and**not** across different classes		
		19.1.2.8.6			- Ability for all assets in a class to be revalued, but not necessarily at the same rate		
	19.1.2.9				Key Dates covering:		
		19.1.2.9.1			-Date Acquired?		
		19.1.2.9.2			- Date in Service		
		19.1.2.9.3			-Date Disposed of?		
		19.1.2.9.4			-Date Revalued?		
		19.1.2.9.5			-Date Basis of Depreciation Method Changed?		
		19.1.2.9.6			-Date of Revaluation for impairment, etc?		
		19.1.2.9.7			-Date of Adjustments - Upwards or Downwards due to revaluation?		
		19.1.2.9.8			-Date of Additional Acquisitions to base asset (improvement)?		
		19.1.2.9.9			-Date of Transfer?		
		19.1.2.9.10			-Last Stocktake Date?		
		19.1.2.9.11			-Next Stocktake Date		
		19.1.2.9.12			- Date of last assessment & inspection of condition of Asset		
		19.1.2.9.13			- Date Asset was Split (i.e. segmented with Parent and Child relationship)		
	19.1.2.10				Expected useful life/lives of each asset		
		19.1.2.10.1			-Asset Life (year and/or months)?		
		19.1.2.10.2			-Residual Life (year and/or months?		
		19.1.2.10.3			-Anticipated replacement date		
	19.1.2.11				Basis/Method of Depreciation/Amortisation?		
		19.1.2.11.1			-Depreciation Rates (Accounting and Taxation)		
		19.1.2.11.2			-Other (eg units of production, etc)		
	19.1.2.12				Depreciation		
		19.1.2.12.1			Depreciation computation		
			19.1.2.12.1.1		-Able to compute depreciation of following basis:		
			19.1.2.12.1.2		-Daily (i.e. from the specific date of acquisition until the financial year end)		
			19.1.2.12.1.3		-Weekly		
			19.1.2.12.1.4		-Monthly		
			19.1.2.12.1.5		-Quarterly, 6 monthly, Annually		
			19.1.2.12.1.6		- Other defined basis, eg 4-4-5 or 5-4-4 basis, etc		
		19.1.2.12.2			Depreciation - Retention and ability to split on historical cost basis and revaluation basis (and not overwrite historical data)		
			19.1.2.12.2.1		- Ability to retain (and not overwrite) historical depreciation amounts on existing basis for current Depreciation, YTD Depreciation, etc		
			19.1.2.12.2.2		- Ability to retain (and not overwrite) historical depreciation on new basis eg revaluation or adjustment for current Depreciation, YTD Deprecation, etc		
		19.1.2.12.3			Depreciation Amount		

GIPA Act s 14 - Table 4(b)

FINANCIAL MANAGEMENT SYSTEM

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					Response	Comment
		19.1.2.12.3.1		-Depreciation Expense for current year to date?		
		19.1.2.12.3.2		-Accumulated depreciation to date?		
		19.1.2.12.3.3		-Depreciation details for each period including postings to GL?		
		19.1.2.12.3.4		-Depreciation written back on disposal?		
		19.1.2.12.3.5		-Depreciation written back or written off on transfer (and split between historical and revaluation bases)?		
		19.1.2.12.3.6		-Depreciation written back/written off on revaluation/adjustment (and split between historical and revaluation bases)?		
		19.1.2.12.3.7		-Impairment adjustment (and ability for each class of property, plant and equipment, the carrying amount that would have been recognised had the asset been carried under the cost model - AASB 116 paragraph 77e)?		
	19.1.2.13			Purchasing details recorded for each asset include:		
		19.1.2.13.1		- asset description		
		19.1.2.13.2		- make and model		
		19.1.2.13.3		- serial number		
		19.1.2.13.4		- invoice number		
		19.1.2.13.5		- purchase order number		
		19.1.2.13.6		- date acquired		
		19.1.2.13.7		- asset value at acquisition		
		19.1.2.13.8		- supplier code and name		
		19.1.2.13.9		- Ability to interface to the Smartbuy application and capture the Smartbuy's Supplier's reference details		
		19.1.2.13.10		- project number/capital works ref		
		19.1.2.13.11		-Contract Number		
		19.1.2.13.12		- asset source (capital, recurrent and donation).		
		19.1.2.13.13		- Actual Cost (before and after GST), etc		
	19.1.2.14			Insurance information can be recorded against each asset including:		
		19.1.2.14.1		- Insurance classification		
		19.1.2.14.2		- Policy number		
		19.1.2.14.3		- Insurer name		
		19.1.2.14.4		- Insurer contact details		
		19.1.2.14.5		- Insured value		
		19.1.2.14.6		- Annual premium		
		19.1.2.14.7		- Insurance renewal date.		
	19.1.2.15			General Ledger Accounts to record all Asset financial attributes against each asset, asset classification, etc include:		
		19.1.2.15.1		- G/L cost account		
		19.1.2.15.2		- G/L depreciation expense account		
		19.1.2.15.3		- G/L accumulated depreciation account		
		19.1.2.15.4		- G/L profit/loss on revaluation		
		19.1.2.15.5		- G/L profit/loss on impairment		
		19.1.2.15.6		- G/L profit/loss on sale account		
		19.1.2.15.7		- G/L revaluation reserve account		
		19.1.2.15.8		- Depreciation rate (Tax Basis (rates))		
		19.1.2.15.9		- Depreciation rate (Accounting Basis (rates))		
		19.1.2.15.10		- Depreciation method (Tax Basis (rates))		
		19.1.2.15.11		- Depreciation method (Accounting Basis (rates))		
	19.1.2.16			With regards to the Accounting Treatment of the following other aspects:		
		19.1.2.16.1		-Purchased items and other costs to be capitalised are coded to a Work-In-Progress account in GL?		
		19.1.2.16.2		-Transfer of purchased items to the relevant capital account by journal entry when item is brought into service?		
		19.1.2.16.3		Ability to recognise and identify special journal type for relevant processing		
		19.1.2.16.4		Journal to offset to an asset acquisition account which balances initial GL expenditure?		

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						Response	Comment
		19.1.2.16.5			Transfer the cost of constructed items to the relevant capital account by system generated journal entry when item is brought into service.		
	19.1.2.17				Facility to approve the creation of an asset record before it is updated to the asset register.		
	19.1.2.18				Interface facilities to allow validation of codes (via an edit list, if applicable) with the relevant General Ledger MasterFile:		
		19.1.2.18.1			- Supplier codes and names against the central register of supplier master data.		
		19.1.2.18.2			- General ledger account codes against the chart of accounts.		
		19.1.2.18.3			- Business unit codes and assigned G/L account codes.		
		19.1.2.18.4			- Program/project codes and assigned G/L account codes.		
		19.1.2.18.5			- Able to customise error messages for invalid interface codes/combination edit rules.		
	19.1.2.19				- Able to customise error messages.		
	19.1.2.20				Leasing information maintained for each asset includes:		
		19.1.2.20.1			- lease type		
		19.1.2.20.2			- lessor name (supplier name and code)		
		19.1.2.20.3			- lease reference		
		19.1.2.20.4			- lease term		
		19.1.2.20.5			- number of instalments		
		19.1.2.20.6			- instalment amount		
		19.1.2.20.7			- lease payment date.		
	19.1.2.21				General Ledger Accounts to record all leasing financial attributes against each asset, asset classification, etc to include:		
		19.1.2.21.1			- Type of lease		
		19.1.2.21.2			- G/L capitalised lease cost account		
		19.1.2.21.3			- G/L lease liability account		
		19.1.2.21.4			- G/L lease amortisation expense account		
		19.1.2.21.5			- G/L lease interest expense account		
		19.1.2.21.6			- G/L accumulated lease amortisation account		
		19.1.2.21.7			- G/L maintenance expense.		
	19.1.2.22				Able to retire a fixed asset (Asset Class or Individual Asset):		
		19.1.2.22.1			On-line/real time?		
		19.1.2.22.2			In batch?		
		19.1.2.22.3			For an asset record with multiple components:		
			19.1.2.22.3.1		- Can retire a specified number of the components?		
			19.1.2.22.3.2		- Can retire a specified dollar value?		
	19.1.2.23				Able to change asset location:		
		19.1.2.23.1			On-line/real time?		
		19.1.2.23.2			In batch?		
		19.1.2.23.3			For an asset record with multiple components:		
			19.1.2.23.3.1		- Can change a specified number of the components?		
			19.1.2.23.3.2		- Can change a specified dollar value?		
	19.1.2.24				Able to change asset salvage value:		
		19.1.2.24.1			-On-line/real time?		
	19.1.2.25				Addition, archiving and modifications of asset classes to be controlled by System Administrator?		
	19.1.2.26				Security Profile enables the System Administrator to control the access to any of the asset data?		
	19.1.2.27				Ability to allocate and modify roles and custodian responsible for the assets. This will require the ability to set up and maintain information on the various role types		
	19.1.2.28				Ability to split assets (i.e. segmented with Parent and Child relationship) :		
		19.1.2.28.1			-Transfer relevant details, values, cost, depreciation, tax values, etc, across to new asset (child or sibling)		
		19.1.2.28.2			-Ability to maintain parent/child(ren)/sibling relationship, if required		
19.1.3.					**Maintain the Asset Register**		

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FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
	19.1.3.1				Facilitate the online maintenance of all asset financial and descriptive information.	GIPA Act s 14 - Table 4(b)	
	19.1.3.2				Facilitate the bulk change of asset financial and descriptive information for whole categories or groups of assets or asset classes.		
	19.1.3.3				Initially update the asset register from asset purchase details upon receipt of the asset.		
	19.1.3.4				Unused and incorrectly set-up unique asset identifiers (i.e. asset numbers) are able to be deleted, provided no transaction data is attached.		
	19.1.3.5				Prevent the deletion of asset records where financial activity has been recorded within a specified period of time		
	19.1.3.6				Asset groupings and associations can be defined and maintained using user-defined hierarchies and relationships.		
	19.1.3.7				Changes to asset attributes and values are checked and validated against user defined business rules.		
	19.1.3.8				Set accounting rules as defined by the business for classifications/categories.		
	19.1.3.9				Set depreciation rules as defined by the business for classifications/categories.		
	19.1.3.10				Able to track and record assets at Cost (including Revaluation, Fair Value, Impairment), Current Depreciation, Accumulated Depreciation and Current Book value (Accounting basis versus Tax basis) at:		
		19.1.3.10.1			-Summary level (asset class/(es), grouping, sub class(es), etc)?		
		19.1.3.10.2			-Detail level (by specific asset)?		
	19.1.3.11				Unique components of a collective asset can be grouped (linked) into a single asset for reporting purposes (and/or able to be de-aggregated and linked to another asset class, if required, when circumstances change)		
	19.1.3.12				Facility to approve the maintenance of an asset record before it is updated to the asset register and accounting entries processed.		
	19.1.3.13				Track revaluation and/or impairment in value based (and retain historical costs and depreciation and not overwrite any historical data with the revised basis), and show the costs on:		
		19.1.3.13.1			-Individual assets?		
		19.1.3.13.2			-Classes of assets?		
		19.1.3.13.3			-System calculated based on nominated percentages?		
		19.1.3.13.4			-System calculated based on pro-rata basis within a class or sub-class (where class/sub-class impacted in total)?		
	19.1.3.14				Items required during revaluation of assets are readily available in detail and in summary. Items include (but are not limited to):		
		19.1.3.14.1			- Class to which the asset belongs to		
		19.1.3.14.2			- Original cost of the asset		
		19.1.3.14.3			- Method of calculating carrying value for each class (e.g. replacement cost or fair value)		
		19.1.3.14.4			- Current depreciated value, and accumulated depreciation for each asset		
		19.1.3.14.5			- Date of last revaluation process		
		19.1.3.14.6			- Opening and closing asset value in the period.		
	19.1.3.15				Capitalised enhancement/improvements (as opposed to maintenance items) are able to be recorded and tracked against individual assets.		
	19.1.3.16				Capture enhancements directly against the original asset, increasing the asset's residual value by the enhancement cost.		
	19.1.3.17				Progressively add costs to an existing asset and maintain the same asset number, plus include date and relevant details associated with this addition.		
	19.1.3.18				Capture enhancements as a supplement, allowing for the additional costs to be depreciated from a different commencement date and/or rate to that of the original asset.		
	19.1.3.19				Able to handle all information associated with leasing, leasehold improvement, capitalisation of leases, etc and maintenance for each asset includes:		
		19.1.3.19.1			- lease type		
		19.1.3.19.2			- lessor name (supplier name and code)		

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						Response	Comment
		19.1.3.19.3			- lease reference		
		19.1.3.19.4			- lease term		
		19.1.3.19.5			- number of instalments		
		19.1.3.19.6			- instalment amount		
		19.1.3.19.7			- lease payment date.		
		19.1.3.19.8			- leasehold improvement , etc		
		19.1.3.19.9			- residual values		
	19.1.3.20				Able to depreciate assets using:		
		19.1.3.20.1			-Straight-line?		
		19.1.3.20.2			-Double declining?		
		19.1.3.20.3			-Percent declining?		
		19.1.3.20.4			-Sum of years' digits?		
		19.1.3.20.5			-User-defined table?		
		19.1.3.20.6			-Units of production?		
		19.1.3.20.7			-No depreciation?		
	19.1.3.21				Able to change depreciation methods on a selective basis:		
		19.1.3.21.1			-Type?		
		19.1.3.21.2			-Location?		
		19.1.3.21.3			-Period:		
			19.1.3.21.3.1		-Multiple?		
			19.1.3.21.3.2		-To selected date?		
	19.1.3.22				Able to Transfer assets:		
		19.1.3.22.1			-Between locations/business units/business entities?		
		19.1.3.22.2			- Able to do mass transfers by:		
			19.1.3.22.2.1		- Account?		
			19.1.3.22.2.2		- Location?		
			19.1.3.22.2.3		- Category?		
			19.1.3.22.2.4		- Asset number range?		
			19.1.3.22.2.5		-Other attribute (stored in system)?		
				19.1.3.22.2.5.1	- By specific dollar value to account, location, category, asset number range, other		
				19.1.3.22.2.5.2	- By some other defined basis (eg Pro-rata based on current cost) to account, location, category, asset number range, other		
		19.1.3.22.3			Tracking and Accounting for:		
			19.1.3.22.3.1		For each revalued class of property, plant and equipment, the carrying amount that would have been recognised had the asset been carried under the cost model		
			19.1.3.22.3.2		Automatic generation of accounting entries for GL, if applicable?		
			19.1.3.22.3.3		Able to compute gain/loss, if applicable?		
			19.1.3.22.3.4		Forecasting capabilities to project gain/loss, if applicable		
	19.1.3.23				Able to Retire (Write Off)/Dispose of Assets: ?		
		19.1.3.23.1			Able to perform mass retirements/disposal?		
		19.1.3.23.2			Able to do mass retirements/disposal by:		
			19.1.3.23.2.1		-Account?		
			19.1.3.23.2.2		-Location?		
			19.1.3.23.2.3		-Company?		
			19.1.3.23.2.4		-Category?		
			19.1.3.23.2.5		-Asset Number range?		
			19.1.3.23.2.6		-Other attribute (stored in system)?		
				19.1.3.23.2.6.1	- By specific dollar value to account, location, category, asset number range, other		
	19.1.3.24				Tracking and Accounting for:		
		19.1.3.24.1			Able to track (individually or collectively)?		
		19.1.3.24.2			Automatic generation of accounting entries for GL (individually or collectively)?		
		19.1.3.24.3			Calculations of profit/loss on sale/disposal (individually or collectively) must take into account any movements in the asset revaluation reserve relating to the asset.		

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Response

Comment

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		19.1.3.24.4			Able to compute gain/loss?
		19.1.3.24.5			Forecasting capabilities to project gain/loss
	19.1.3.25				Depreciation - Compute and track:
		19.1.3.25.1			-Depreciation Expense for current year to date (on historical basis and revaluation basis, if applicable)?
		19.1.3.25.2			-Accumulated depreciation to date (on historical basis and revaluation basis, if
		19.1.3.25.3			-Depreciation details for each period (on historical basis and revaluation basis, if applicable) including postings to GL?
		19.1.3.25.4			-Depreciation written back on disposal (on historical basis and revaluation basis, if applicable)?
		19.1.3.25.5			-Depreciation written back or written off on transfer (on historical basis and revaluation basis, if applicable)?
		19.1.3.25.6			-Depreciation written back/written off on revaluation/adjustment?
		19.1.3.25.7			-Adjustment in respect of degree of impairment?
		19.1.3.25.8			Able to depreciate net asset value over remaining life, based on parameters provided
		19.1.3.25.9			Set the asset location to an office (or dept) but pass depreciation charges to another.
		19.1.3.25.10			Able to forecast depreciation?
		19.1.3.25.11			Able to do depreciation reallocations?
		19.1.3.25.12			Able to ensure that data is accounted on varies bases (Accounting, Tax and other regulatory basis, etc)?
		19.1.3.25.13			Ability to Automatic switch to a different method of depreciation (eg straight-line basis from sum of digits basis, when beneficial)?
	19.1.3.26				Regarding standard asset descriptions:
		19.1.3.26.1			Able to automatically enter?
		19.1.3.26.2			Number of asset descriptions allowed?
	19.1.3.27				When existing assets added to system:
		19.1.3.27.1			Able to create historical depreciation records?
		19.1.3.27.2			Able to recompute depreciation to date?
		19.1.3.27.3			Can depreciate net asset value over remaining life?
	19.1.3.28				Interface facilities to allow validation of codes (via an edit list, if applicable) with the relevant General Ledger MasterFile:
		19.1.3.28.1			- Supplier codes and names against the central register of Supplier master data.
		19.1.3.28.2			- General ledger codes against the chart of accounts.
		19.1.3.28.3			- Business unit codes and assigned G/L account codes.
		19.1.3.28.4			- Program/project codes and assigned G/L account codes.
		19.1.3.28.5			- Able to customise error messages for invalid interface codes/combination edit rules.
	19.1.3.29				Allow user edits within the system:
		19.1.3.29.1			Split of assets? (i.e. segmented with Parent and Child relationship)
		19.1.3.29.2			Deletions?
		19.1.3.29.3			Disposals?
		19.1.3.29.4			Transfers?
		19.1.3.29.5			Additions kept separate and identifiable and can be summarised into a single asset for reporting:
			19.1.3.29.5.1		Maintain original depreciation rate?
			19.1.3.29.5.2		Alter depreciation rate?
	19.1.3.30				Facility to take-up assets at system start up:
		19.1.3.30.1			Electronically?
		19.1.3.30.2			Manual entry including accumulated depreciation?
	19.1.3.31				End-of-year calculation including the clearance of YTD figures?
	19.1.3.32				Able to track asset physical locations?
	19.1.3.33				Support of stocktake of assets at user-selected locations with the ability to:
		19.1.3.33.1			Provide list of assets?
		19.1.3.33.2			Enter confirmation of assets and serial numbers?

FINANCIAL MANAGEMENT SYSTEM						Response	Comment
		19.1.3.33.3			Interface bar code tags on assets via portable computer/(hand held) scanner devices, etc?	GIPA Act s 14 - Table 4(b)	
	19.1.3.34				Record anniversary dates for service, insurance and registration?		
	19.1.3.35				Memo facilities?		
	19.1.3.36				Tracking and retention of changes to details:		
		19.1.3.36.1			- All changes in asset cost, depreciation and written down value for each asset are recorded and tracked. Details include associated G/L accounts, related accounting period, amounts, effective dates and transaction references.		
		19.1.3.36.2			-Need for the retention of historical data associated with depreciation on basis of cost, revaluation and other valuations so that they are not over written, and can be retrieved to disclose the correct carrying amount had the asset been carried under the Cost model		
		19.1.3.36.3			-Audit trails are kept for all user and system changes.		
19.1.4.					**Maintain the Technical Specification Details**		
	19.1.4.1				The ability to record technical specifications in text as well as graphical formats.		
	19.1.4.2				The ability to validate the technical specification data items based on predefined rules set up by the business within the application		
	19.1.4.3				The ability to provide alerts and prompts when technical specification details are not specified and/or when they do not conform to any rules that may be specified for them.		
	19.1.4.4				The ability to specify quality assurance/control and safety data per asset or asset type.		
	19.1.4.5				The ability to provide alerts when violation against quality standards is suspected.		
	19.1.4.6				The ability to automatically adjust the estimated life period in accordance with information received from the FMECA function (which is the Failure Modes, Effects and Criticality Analysis function, which is in effect a type of cause and effects analysis or a conditions assessment function).		
19.1.5.					**Maintain Warranty Details**		
	19.1.5.1				Provide a facility to enable the enterprise to specify and alter the data types that constitute warranty information.		
	19.1.5.2				Provide alerts when mandatory data is not specified.		
	19.1.5.3				Provide prompts when optional data is not specified.		
	19.1.5.4				The ability to alert the enterprise to forthcoming expiry of warranty 'x' days ahead where 'x' can be specified by the enterprise.		
	19.1.5.5				Provision of an automatic alert when a work order is entered against an asset when the asset is under warranty.		
	19.1.5.6				The ability to modify warranty details within the data types and rules specified and to maintain a history of change.		
19.1.6.					**Maintain Maintenance Schedule Details**		
	19.1.6.1				The ability to maintain table of codes for Maintenance Event Types (property and other) and Units of Work.		
	19.1.6.2				The ability to manipulate relationship between the above code sets (Maintenance Event Types and Units of Work) and to maintain a history of change		
	19.1.6.3				The ability to establish and maintain 'Template Maintenance Schedules' per asset or asset type, and ability to create :		
		19.1.6.3.1			- a 'Template Schedule of Materials',		
		19.1.6.3.2			- a Template Schedule of Labour' and (This needs to be specifiable at various levels: skill, actual labour, or Agreement/Contract) .		
		19.1.6.3.3			- a 'Template Schedule of Plant (eg for excavators, trucks, tractors, etc)'.		
	19.1.6.4				The ability to access graphical as well as text-based specifications for the purpose of developing the templates referred to above.		

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
	19.1.6.5				The ability to maintain a history of any changes to template schedules.		
	19.1.6.6				The ability to apply the template schedules to actual assets with actual dates to generate an 'Actual Schedule of Maintenance Events' per asset		
	19.1.6.7				Provide the capability to include corrective maintenance (i.e. non-standard maintenance) events (property and other) and units of work within each 'Actual		
	19.1.6.8				Provide the capability to include non-standard property maintenance events and units o work within each 'Actual Schedule of Property Maintenance Events'.		
19.1.7.					**Maintain Maintenance Agreement Details**		
	19.1.7.1				The ability to establish and modify a standard Asset Service Agreements template		
	19.1.7.2				The ability to include details within an Asset Service Agreement that is not part of the original template.		
	19.1.7.3				The ability to establish and maintain Asset Service Agreements independently of		
	19.1.7.4				The ability to alert the enterprise to forthcoming expiry of current service agreement within 'x' days ahead where 'x' can be specified by the enterprise.		
19.1.8.					**Administration of the Asset Register - General Requirements**		
	19.1.8.1				The ability to print a variety of reports, including:		
		19.1.8.1.1			- list of all items, including item number, item Description, and physical location description/code		
		19.1.8.1.2			- technical specifications		
		19.1.8.1.3			- preventive maintenance schedules		
		19.1.8.1.4			- parent/child relationship		
		19.1.8.1.5			- cost centre/cost object report including item number, fixed asset number, fixed asset Description and maintenance cost		
		19.1.8.1.6			- Actual/Budget comparisons by cost centre, building/item number, fixed asset number		
		19.1.8.1.7			- abbreviated type code for high expenditure items		
		19.1.8.1.8			- abbreviated type codes for statutory requirements		
		19.1.8.1.9			- warranty expiry date for buildings/items		
		19.1.8.1.10			- builder/manufacturer details including name, address, phone number, facsimile		
		19.1.8.1.11			- supplier details including name, address, phone number, facsimile number		
		19.1.8.1.12			- approval body Description		
		19.1.8.1.13			- Stock Take report		
		19.1.8.1.14			- expiry dates.		
	19.1.8.2				'Asset Installation Date' to default to 'today's date' (with ability to override).		
	19.1.8.3				The ability to receive condition rating information automatically from the condition survey function.		
	19.1.8.4				The system is required to validate via both audible and visual warnings in relation to the following attempts to incorrectly enter data:		
		19.1.8.4.1			- text in number fields		
		19.1.8.4.2			- numbers in text fields		
		19.1.8.4.3			- fixed asset number		
		19.1.8.4.4			- cost centre number/cost object number		
		19.1.8.4.5			- parent/child relationship		
		19.1.8.4.6			- abbreviated type code		
		19.1.8.4.7			- approval body.		
					Administration of Maintenance Jobs		
19.2.1					**Register & Assess All Requests (Internal and External)**		

GIPA Act s 14 - Table 4(b)

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
					The ability to identify the actual asset in the register based on a variety of information (based on assets identified as Maintainable versus Non Maintainable status/indicator) provided on a work request. The information includes, in addition to an 'identifier', the description, the location, the cost centre/cost object.		
	19.2.1.1						
	19.2.1.2				Where options/doubt exist on identity of the asset, then the alternatives need to be made known and the 'user' allowed to select.		
	19.2.1.3				The ability to record and modify the details about the request.		
	19.2.1.4				The ability to generate a work request when a 'fault' is recorded		
	19.2.1.5				The ability to link the critical rating/status of the asset to the level of priority identified and propose an appropriate level of priority for certain types of work request and the ability to override it. This will need to be based on any Asset Maintenance Agreement		
	19.2.1.6				Recording and modifying of the priority allocated to work requests.		
	19.2.1.7				Generation of proposed remedial actions from preset template/agreement information.		
	19.2.1.8				The ability to modify all or part of automatically generated remedial action proposals (as above).		
	19.2.1.9				The ability to create and modify remedial action proposals independently of templates.		
	19.2.1.10				The ability to suspend a work request and thereby withhold its entry into the job queue.		
	19.2.1.11				The ability to reactivate a suspended work request.		
	19.2.1.12				The ability to automatically process high priority (depending on criticality rating/status)		
	19.2.1.13				Ability to set-up relevant security access for the above depending on appropriate authority as determined by the systems administrator		
19.2.2					**Monitor Asset Maintenance Status**		
	19.2.2.1				The ability to enter, modify, and save periodic maintenance timing intervals.		
	19.2.2.2				The ability to receive information in relation to preset conditions via monitoring		
	19.2.2.3				Generate a list of forward/forthcoming events per asset or asset group from preset schedules, templates and Asset Maintenance Agreements and the allocation of		
	19.2.2.4				The ability to modify all or part of the automatically generated schedule of forthcoming maintenance events		
	19.2.2.5				The ability to establish and modify as necessary a schedule of forthcoming maintenanc events per asset or asset group independently of templates, subject to the relevant security profile/matrix set-up and as determined by the systems administrator.		
	19.2.2.6				Additionally it will be necessary to verify conformance with any existing and appropriate Asset Maintenance Agreements.		
	19.2.2.7				The ability to allocate and modify priority to forthcoming maintenance events (when priority has not been automatically allocated).		
	19.2.2.8				The ability to override priorities that have been allocated automatically.		
	19.2.2.9				The ability to raise work orders for the following R & M (Repairs & Mtnce) items:		
		19.2.2.9.1			- minor capital works projects (eg renewal or upgrade of unit asset or group of assets),		
		19.2.2.9.2			- project maintenance (eg where backlog maintenance work on a number of units from the same class of assets is undertaken as an R&M budget item)		
	19.2.2.10				The ability to receive and process information in relation to Performance and Safety Testing of specialist equipment.		
	19.2.2.11				The ability to establish and modify preset performance and safety testing parameters		
	19.2.2.12				The ability to notify test results outside acceptable preset parameters		
	19.2.2.13				Ability to set-up relevant security access for the above depending on appropriate authority as determined by the systems administrator		
19.2.3					**Generate Asset Maintenance Plan**		
	19.2.3.1				For either each proposed remedial action (the outcome of 19.2.1.7 , 19.2.1.8 or 19.2.1.9 above) or for each maintenance event (the outcome of 19.2.2.1, 19.2.2.2 of 19.2.2.3 above) identify the Units of Work that need to be scheduled and create a 'Proposed Work Schedule' per Asset or Asset Group. This will have to be based on		

GIPA Act s 14 - Table 4(b)

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						Response	Comment
	19.2.3.2				The ability to modify all or part of the Proposed Work Schedules that may be generated in 19.2.3.1 above.	GIPA Act s 14 - Table 4(b)	
	19.2.3.3				The ability to establish and modify Proposed Work Schedules independently of		
	19.2.3.4				The ability to automatically queue the generated work orders in readiness for job		
	19.2.3.5				Generate 'Material Requirements Schedules':		
		19.2.3.5.1			- For a Proposed Work Schedule, provide the capability to generate 'Material Requirements Schedules' from appropriate templates if they exist.		
		19.2.3.5.2			- Provide the ability to override/modify any part or all of a Material Requirements Schedule that has been generated from a template.		
		19.2.3.5.3			- For a Proposed Work Schedule, provide the ability to establish and modify a Material Requirements Schedule independently of a template .		
	19.2.3.6				Generate 'Labour Schedules':		
		19.2.3.6.1			- For a Proposed Work schedule, provide the capability to generate 'Labour Schedules' from appropriate templates if they exist.		
		19.2.3.6.2			- Provide the ability to override/modify any part or all of a Labour Schedule that has been generated from a template.		
		19.2.3.6.3			- For a Proposed Work schedule, provide the ability to establish and modify a Labour Schedule independently of a template.		
	19.2.3.7				Generate 'Plant Requirements Schedules':		
		19.2.3.7.1			- For a Proposed Work schedule, provide the capability to generate 'Plant Schedules' from appropriate templates if they exist.		
		19.2.3.7.2			- Provide the ability to override/modify any part or all of a Plant Schedule that has been generated from a template.		
		19.2.3.7.3			- For a Proposed Work schedule, provide the ability to establish and modify a Plant Schedule independently of a template.		
	19.2.3.8				Generate 'Costing Spreadsheet':		
		19.2.3.8.1			- For a Proposed Work Schedule, generate a 'costing spreadsheet'.		
		19.2.3.8.2			- The ability to establish and modify a 'costing spreadsheet', to be used interactively with the estimating function.		
	19.2.3.9				The ability to determine material, labour, plant and financial resource availability for each Proposed Work Schedule.		
	19.2.3.10				The ability to generate a total schedule of work taking into account backlog, committed work, proposed work and resource availability.		
	19.2.3.11				The ability to modify all or part of a total schedule of work that may be generated.		
	19.2.3.12				The ability to create a new total work plan overriding any combination of current and system generated plans.		
	19.2.3.13				The ability to generate a job specification per unit of work, and where necessary to incorporate graphical, diagrammatical, technical and other specifications.		
	19.2.3.14				The ability to raise work orders from the maintenance backlog queues.		
	19.2.3.15				User initiated removal or editing of automatically generated work orders in the backlog queues.		
	19.2.3.16				Scheduling consolidated list of work orders for capital works projects, maintenance projects, planned maintenance, including calibration and safety testing (if applicable) according to priority and labour/parts resource availability.		
	19.2.3.17				The ability to allocate an "approved" (issue) status to a job and thereby effect its		
	19.2.3.18				The ability, upon the release of an approved work order, to covert it to a purchase order for processing through the interface to the usual procurement application		
	19.2.3.19				The ability to approve job requests according to their priority rating (eg all priority 1		
	19.2.3.20				The ability to automatically issue a work order in accordance with a pre-determined priority and criticality rating.		

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						Response	Comment
	19.2.3.21				The ability to release or issue jobs approved singly, regardless of their priority/criticality rating.		
	19.2.3.22				The ability to release 'jobs approved' in a batch.		
	19.2.3.23				The ability to temporarily suspend a "job approved/issued" to a job backlog queue.		
	19.2.3.24				The ability to suspend job(s) approved.		
	19.2.3.25				The ability to hold the jobs not approved in a queue.		
	19.2.3.26				Ability to set-up relevant security access for the above depending on appropriate authority as determined by the systems administrator		
19.2.4					**Schedule Labour Resources**		
	19.2.4.1				The ability for the system to automatically match available and appropriately skilled labour resources to a confirmed job		
	19.2.4.2				The ability to generate work schedules		
	19.2.4.3				The ability to modify generated work schedules		
	19.2.4.4				The ability to establish and maintain work schedules		
	19.2.4.5				The ability to print and issue work orders and any associated job specifications		
	19.2.4.6				The ability to record confirmation/rejection/change to work schedules		
	19.2.4.7				Ability to set-up relevant security access for the above depending on appropriate authority as determined by the systems administrator		
19.2.5					**Requisition Material Resources**		
	19.2.5.1				The ability for the system to automatically match available material resources to a confirmed job.		
	19.2.5.2				The ability to automatically generate and issue material requisitions.		
	19.2.5.3				The ability to override automatically generated material requisitions.		
	19.2.5.4				The ability to establish and modify material requisitions.		
	19.2.5.5				The ability to record confirmation/rejection/modification to material requisitions.		
	19.2.5.6				Ability to set-up relevant security access for the above depending on appropriate authority as determined by the systems administrator		
19.2.6					**Requisition Plant Resources**		
	19.2.6.1				The ability for the system to automatically match available plant resources to a		
	19.2.6.2				The ability to automatically generate and issue plant requisitions.		
	19.2.6.3				The ability to override automatically generated plant requisitions.		
	19.2.6.4				The ability to establish and modify plant requisitions.		
	19.2.6.5				The ability to record confirmation/rejection/modification to plant requisitions.		
	19.2.6.6				Ability to set-up relevant security access for the above depending on appropriate authority as determined by the systems administrator		
19.2.7					**Administration of Maintenance Jobs - General Requirements**		
	19.2.7.1				Record information (work description, date, labour hours, parts used, resources) from completed work orders in maintenance history data table against relevant asset(s).		
	19.2.7.2				Record comments relating to future action/work required in the work history data table against relevant asset(s).		
	19.2.7.3				Ability to ensue that job history is retained and this history needs to be traceable to specific assets and labour when appropriate.		
	19.2.7.4				The ability to analyse failure rates and automatic calculations mean time between		
	19.2.7.5				The ability to extend the scope of an existing job.		
	19.2.7.6				The ability to reschedule work in progress.		
	19.2.7.7				The ability to change the status of a job following approval (issue).		
	19.2.7.8				The ability to archive selected jobs within the backlog queue.		
	19.2.7.9				The ability to modify information about a job held within the backlog queue		
	19.2.7.10				The ability to change the trade/skill requirement of a job following approval (during the duration of the job).		

GIPA Act s 14 - Table 4(b)

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						Response	Comment
	19.2.7.11				Closure of work orders upon entering information from completed work orders including actual labour hours, parts and plant & materials used.	GIPA Act s 14 - Table 4(b)	
	19.2.7.12				The ability to automatically calculate actual labour hours recording start and finish dates and times to support performance analysis.		
	19.2.7.13				Able to handle the identification of maintenance failures / faults :		
		19.2.7.13.1			Ability to select from a detailed drop-down list of all possible types of maintenance failures /faults identified for future identification/tracking?		
		19.2.7.13.2			Failure / faults reporting by a range of categories/codes i.e. what caused the failure, las maintenance details, etc		
	19.2.7.14				The ability to report of material-specific performance: eg delivery lead times, actual vs. planned consumption etc.		
	19.2.7.15				The ability to defer or suspend a particular job:		
		19.2.7.15.1			- to another period:		
		19.2.7.15.2			- to another financial year;		
		19.2.7.15.3			- until the necessary resources (labour, materials, plant and finances, etc) become		
		19.2.7.15.4			- until required.		
	19.2.7.16				The ability to import:		
		19.2.7.16.1			- the library of standard operating procedures/schedules		
		19.2.7.16.2			- associated reference drawings and manuals from external sources.		
	19.2.7.17				The ability to access a required standard schedule and associated reference drawings and manuals.		
	19.2.7.18				The ability to create and modify notification letters for issue to appropriate parties		
	19.2.7.19				Automatic transmission of the notifications (eg via fax, E-mail).		
	19.2.7.20				The ability to access graphical and text-based specifications in support of maintenance planning.		
	19.2.7.21				Provide audible and visual warnings at attempts to incorrectly enter data in the		
		19.2.7.21.1			- codes comply with those available within the system for trades		
		19.2.7.21.2			- codes comply with those available within the system for contract/contractors		
		19.2.7.21.3			- attempt to enter a non-matching asset identifier		
		19.2.7.21.4			- invalid priority rating		
		19.2.7.21.5			- invalid job schedule number		
		19.2.7.21.6			- invalid maintenance strategy code		
		19.2.7.21.7			- out of range year in the 'due delivery date' field		
		19.2.7.21.8			- out of range labour hours		
		19.2.7.21.9			- out of range estimated cost		
		19.2.7.21.10			- invalid maintenance strategy code and invalid 'failure' codes.		
	19.2.7.22				The ability to print a variety of reports including:		
		19.2.7.22.1			- all maintenance work requests entered within a user defined date range		
		19.2.7.22.2			- all maintenance work requests entered within a batch		
		19.2.7.22.3			- all suspended maintenance work requests within a user defined date range		
		19.2.7.22.4			- all suspended maintenance work requests entered within a batch		
		19.2.7.22.5			- all jobs that have been forecast/planned		
		19.2.7.22.6			- job approved/issued		
		19.2.7.22.7			- jobs approved/issued by resource category		
		19.2.7.22.8			- jobs by priority		
		19.2.7.22.9			- jobs by request date		
		19.2.7.22.10			- jobs by trade		
		19.2.7.22.11			- jobs by failure code		
		19.2.7.22.12			- jobs by forecast		
		19.2.7.22.13			- jobs by backlog		
		19.2.7.22.14			- by equipment		
		19.2.7.22.15			- by equipment type/class or subclass		
		19.2.7.22.16			- all planned maintenance jobs entered within a user defined date range; and		
		19.2.7.22.17			- all planned maintenance jobs entered within a batch.		

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
					Control of Maintenance Records		
19.3.1					**Administer Material and Plant Resources**		
	19.3.1.1				The ability to operate multiple working inventories within or geographically distant from the main processing centre		
	19.3.1.2				The ability for automatic down loading of inventory information from Supply Department inventory system for Asset Management (and Maintenance System)purposes		
	19.3.1.3				The ability to raise a purchase requisition and purchase order for all resources (for jobs, assets, job types) or requisition for materials.		
	19.3.1.4				Ability to record all types of plant and material movements, including using bar code and other identity mechanisms. (Movements include issues, receipts, returns to stock, return to supplier, write-off, write-on etc).		
	19.3.1.5				The ability to establish and maintain supplier details (including via interface from external systems).		
	19.3.1.6				The ability to maintain the latest purchase price for both stock and non stock items.		
	19.3.1.7				The ability to link parts information and costs with the work order record.		
	19.3.1.8				The ability to attribute the cost of parts to the asset on which maintenance work was performed.		
	19.3.1.9				The ability to reserve parts required for each maintenance work order.		
	19.3.1.10				The ability to automatically recommend stock replenishment in accordance with predetermined replenishment levels.		
	19.3.1.11				Automatic alert to display items which are within a minimum reorder level.		
	19.3.1.12				The ability to convert selected automatic order replenishments to requisition status.		
	19.3.1.13				The ability to provide a recommended re-order level in the case of frequently used		
	19.3.1.14				The ability to undertake cyclical and annual stocktaking activities.		
	19.3.1.15				Interfacing to purchasing for the raising of purchase orders for spare parts against work orders. This includes stock and non-stock requirements.		
	19.3.1.16				The ability to print pre formatted purchase orders/requisitions.		
	19.3.1.17				The ability to record the outcomes of audits and checks on materials.		
19.3.2					**Administer Labour Resources**		
	19.3.2.1				The ability to establish and maintain Labour Agreements as per the data requirements		
	19.3.2.2				The ability to maintain a calendar for each position (number) and relevant skill sets (and work team, if applicable) which will record available hours that will automatically adjust downwards in accordance with the allocation of work via the scheduling function.		
	19.3.2.3				In the case of work suspended the calendar is to adjust upward.		
	19.3.2.4				The ability to override the calendar maximum employee hours defaults.		
	19.3.2.5				The ability to set defaults for trade categories in relation to the maximum employee hours contained within the calendar.		
	19.3.2.6				The ability to maintain availability information of labour resources.		
	19.3.2.7				The ability to establish and maintain (retaining a history of change) parameters associated with costing internal and external labour resources.		
	19.3.2.8				The ability to attribute the cost of maintenance position's time (on work order completion) to the relevant asset.		
	19.3.2.9				The ability to allocate the cost of external maintenance contract work to the asset(s) on which the work was performed.		
19.3.3					**Control Of Maintenance Resources - General Requirements**		
	19.3.3.1				The ability to print to screen or printer a variety of reports, including:		
		19.3.3.1.1			- annual and/or cyclic inventory usage		
		19.3.3.1.2			- inventory valuation		

GIPA Act s 14 - Table 4(b)

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
		19.3.3.1.3			- inventory usage history		
		19.3.3.1.4			- inventory type		
		19.3.3.1.5			- expenditure by cost centre/cost object		
		19.3.3.1.6			- expenditure by account code		
		19.3.3.1.7			- expenditure (month to date MTD) by budget category and total		
		19.3.3.1.8			- expenditure (year to date YTD) by budget category and total		
		19.3.3.1.9			- total inventory expenditure (MTD)		
		19.3.3.1.10			- total inventory expenditure (YTD)		
		19.3.3.1.11			- total inventory value (MTD)		
		19.3.3.1.12			- total inventory value (YTD)		
		19.3.3.1.13			- supplier listing (and linking to NSW Govt's preferred procurement application -		
		19.3.3.1.14			- most expensive items to maintain (within user defined limits to a minimum of 10)		
		19.3.3.1.15			- most frequently used inventory items (within user defined limits to a minimum of 10)		
		19.3.3.1.16			- inventory listing by item code (group)		
		19.3.3.1.17			- contract details (eg period, terms & conditions, cost, progress)		
		19.3.3.1.18			- employee details (eg name, address, telephone number etc).		
					Management of Asset Maintenance Processes		
19.4.1					**Define Asset Maintenance Strategy**		
	19.4.1.1				Functional Requirements For 'Define Asset Maintenance Strategy'.		
		19.4.1.1.1.			(a) Ability to provide "what if analysis" modelling. The tool should accept input from the proposed asset management and maintenance solution, and other sources such as financial systems, spreadsheets, direct input, etc.		
		19.4.1.1.2.			(b) Ability to model asset management and maintenance scenarios using variables such as asset types/classes, usage patterns, energy consumption, labour, materials, budget estimates, etc		
		19.4.1.1.3.			(c) Ability to include external factors such as government policy, environmental, economic, etc. in the modelling outlined in (2) above.		
		19.4.1.1.4.			(d) The outputs of the tool should be alternative models for best managing and maintaining the assets specified to the planning tool and should allow for a select mode or models to be input to the main asset management and maintenance system		
	19.4.1.2				Ability to record strategy, including various asset conditions to be monitored e.g. Performance, condition, behaviour, KPI, benchmark, etc.		
					Clarification Note: A strategy can be for an individual asset, a class of assets, or other levels such as areas/regions, sites, and the state, etc.		
19.4.2					**Perform FMECA Function (i.e. FMECA is defined as the Failure Modes, Effects and Criticality Analysis function, which is in effect a type of cause and effects analysis, or a condition assessment-type function)**		
	19.4.2.1				Ability to record survey results against the appropriate assets		
	19.4.2.2				Ability to generate work requests based on analysis of the survey results		
19.4.3					**Record Asset Behaviour (i.e. GEMP Reporting)**		
	19.4.3.1				Functional Requirements For 'Record Asset Behaviour' (Note: behaviour includes energy consumption, asset use (eg use of equipment) and incidents associated with assets which may effect their efficiency/usability as covered for the GEMP (Government Energy Management Policy - an attempt to reduce greenhouse emissions from Govt operations) report) as stipulated by the Dept of Energy Utilities and Sustainability at http://www.deus.nsw.gov.au and search for GEMP Reporting		
		19.4.3.1.1			Generation of documentation to assist in the collection of energy consumption data.		
		19.4.3.1.2			Ability to record energy consumption data per asset (from multiple sources including energy providers as well as a result of internal monitoring).		

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						Response	Comment
		19.4.3.1.3			Ability to record asset usages either automatically or through data entry.		
		19.4.3.1.4			Ability to record and modify asset incident reports.		
		19.4.3.1.5			Ability to set up asset behaviour models.		
		19.4.3.1.6			Ability to determine the appropriate response to asset behaviour.		
19.4.4					**Monitor Asset Performance**		
	19.4.4.1				Functional Requirements For 'Monitor Asset Performance'. The Technical Requirements section of this specification deals with some of the technical aspects of this process.		
		19.4.4.1.1			Ability to generate energy consumption analyses (various types of analyses and comparisons are anticipated).		
		19.4.4.1.2			Ability to generate behaviour models per asset and asset group.		
		19.4.4.1.3			Ability to generate proposed actions based on the behaviour models.		
					Conduct Asset Stocktake		
19.5.1					Able to match physical count to book amounts?		
19.5.2					Able to adjust book amounts with audit trail?		
19.5.3					Able to update general ledger for differences?		
19.5.4					Able to report asset quantities by location?		
19.5.5					Able to produce work sheet for physical count?:		
	19.5.5.1				Able to produce bar coding for assets, if applicable		
	19.5.5.2				Able to produce a listing of assets that are not depreciated eg bluetooths, laptops and items under maintenance agreement or small items under a predefined original costing eg <$5,000 (generically referred to 'attractive items' due primarily to the fact that they		
19.5.6					Can generate location/quantity tags for each asset:		
	19.5.6.1				By location?		
	19.5.6.2				With printed tag number/bar code?		
	19.5.6.3				With printed asset number?		
	19.5.6.4				With printed asset description?		
	19.5.6.5				With printed location number?		
	19.5.6.6				With printed quantity?		
19.5.7					Output asset identification information (e.g. asset number, location, bar code, etc) to a portable (hand held) computer/data entry/scanning device for use with physical count of assets.		
19.5.8					Facility to record new assets during stocktake.		
19.5.9					Update asset attributes such as status, location, custodian captured during stocktake.		
19.5.10					Require confirmation of asset stocktake details for upload to asset register.		
19.5.11					Prepare/run Missing Items Report to facilitate the identification of any missing items during the asset count		
19.5.12					Perform a reconciliation of the physical count and the Asset Register and in turn reconcile this to the GL		
					Reporting		
19.6.1					Fixed asset report:		
	19.6.1.1				By Company, Trust, Agency and/or Department?		
	19.6.1.2				By category?		
	19.6.1.3				By general ledger account?		
	19.6.1.4				By type or range?		
	19.6.1.5				By class range?		
	19.6.1.6				Location?		
	19.6.1.7				Date of first use?		
	19.6.1.8				By owner		

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						Response	Comment
	19.6.1.9				At summary level?		
	19.6.1.10				At detail level:		
		19.6.1.10.1			Include disposed assets?		
		19.6.1.10.2			Exclude disposed assets?		
	19.6.1.11				Depreciation expense report:		
		19.6.1.11.1			By department?		
		19.6.1.11.2			By company and department?		
		19.6.1.11.3			At summary level?		
		19.6.1.11.4			At detail level?		
	19.6.1.12				Fixed assets additions report:		
		19.6.1.12.1			By cost centre/cost object?		
		19.6.1.12.2			By location?		
		19.6.1.12.3			By company?		
		19.6.1.12.4			By category?		
		19.6.1.12.5			By date range?		
19.6.2					Other FA reports:		
	19.6.2.1				Leased/rented assets report?		
	19.6.2.2				Fully depreciated assets report?		
	19.6.2.3				Retired assets report?		
	19.6.2.4				Book versus tax depreciation report?		
	19.6.2.5				Impaired Asset Report ?		
19.6.3					Reports should include the following:		
	19.6.3.1				Fixed asset valuation schedules:		
		19.6.3.1.1			Historical cost?		
		19.6.3.1.2			Current and Accumulated depreciation?		
		19.6.3.1.3			Residual value?		
		19.6.3.1.4			Revaluation/Fair Value amounts		
		19.6.3.1.5			Revaluations adjustments		
		19.6.3.1.6			Current and Accumulated Impairment amounts/values		
		19.6.3.1.7			Current and Accumulated Impairment amounts written off		
		19.6.3.1.8			Calculation basis?		
	19.6.3.2				Movements schedule including current years depreciation:		
		19.6.3.2.1			Acquisitions?		
		19.6.3.2.2			Disposals?		
		19.6.3.2.3			Transaction details?		
		19.6.3.2.4			Revaluations?		
		19.6.3.2.5			Depreciation schedule for period (depreciation capable of being calculated on a daily basis, etc) and YTD:		
			19.6.3.2.5.1		Book by GL account and asset type?		
			19.6.3.2.5.2		Tax by asset type?		
			19.6.3.2.5.3		Other depreciation ledgers?		
19.6.4					Asset audit trails of:		
	19.6.4.1				All transactions with date range?		
	19.6.4.2				All changes with date range?		
	19.6.4.3				GL summary posting report?		
	19.6.4.4				Master list of assets by:		
		19.6.4.4.1			Status?		
		19.6.4.4.2			Class?		
		19.6.4.4.3			Location?		
		19.6.4.4.4			Age?		
		19.6.4.4.5			Depreciation rate or basis (to be able to compute depreciation from the exact day/date on implementation and not rounded to the nearest week/month, etc)?		

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						Response	Comment
19.6.5					Reports covering:		
	19.6.5.1				FMECA requirements (i.e. FMECA is defined as the Failure Modes, Effects and Criticality Analysis function, which is in effect a type of cause and effects analysis) ?		
	19.6.5.2				Missing items?		
	19.6.5.3				Asset Number?		
	19.6.5.4				Cost Sheet?		
	19.6.5.5				Account Number?		
	19.6.5.6				Valuation/Fair Value/Impaired Value, etc?		
	19.6.5.7				Forecast depreciation with date range:		
		19.6.5.7.1			Period by period for year?		
		19.6.5.7.2			Multiple years?		
		19.6.5.7.3			Varying report sequences for budgeting?		
	19.6.5.8				Asset stock take schedule?		
	19.6.5.9				Action schedules by:		
		19.6.5.9.1			Location?		
		19.6.5.9.2			Date?		
		19.6.5.9.3			Asset?		
		19.6.5.9.4			Work Orders?		
	19.6.5.10				Report on assets sold or written off with calculations for gain and losses?		
	19.6.5.11				Report on assets impaired during the year or a defined period?		
	19.6.5.12				Report on assets written off with calculations for loss due to impaired valuation?		
	19.6.5.13				Report replacement value of assets by type?		
	19.6.5.14				Report asset identification tags (i.e. bar code, etc)?		
	19.6.5.15				Reports on Asset maintenance report as covered under the Asset Maintenance section		
19.6.6					Accessible to vendor report writers?		
19.6.7					Can report writers access all system files?		
					Inquiry		
19.7.1					Inquiry access by:		
	19.7.1.1				Asset Type?		
	19.7.1.2				Asset Class?		
	19.7.1.3				Asset Location?		
	19.7.1.4				Asset Identified as follows:		
		19.7.1.4.1			-Asset Identification Code		
		19.7.1.4.2			- Asset number?		
		19.7.1.4.3			- Unique number		
		19.7.1.4.4			- Colloquial identifier/terminology? (eg vehicle registration number)		
		19.7.1.4.5			- Wildcard selection?		
		19.7.1.4.6			- Other asset descriptive attribute eg by Amount/Value exceeding a defined limit, etc?		
	19.7.1.5				Asset Supplier?		
	19.7.1.6				Asset Status?		
	19.7.1.7				Asset Make or Model?		
	19.7.1.8				By barcode number		
	19.7.1.9				By Cost code/cost object		
B					**Technical Requirements**		
					Technical Requirements - General , Other & Operational		
19.8.1					Technical		
	19.8.1.1				The database should utilise Relational Data Base technology.		

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						Response	Comment
	19.8.1.2				The solution must include import/export procedures and tools (for example extracting statistics for graphical representation on a PC), that supports a variety of input/output formats.	GIPA Act s 14 - Table 4(b)	
	19.8.1.3				Ability to access records over wide area networks where other authorised applications need information		
	19.8.1.4				Ability to provide remote automatic version update for a client server facility		
	19.8.1.5				The solution must be capable of being configured as follows e.g.;		
		19.8.1.5.1			date formats;		
		19.8.1.5.2			currency;		
		19.8.1.5.3			spelling standards;		
		19.8.1.5.4			data item descriptions conforming with relevant Data Dictionary definitions (if		
		19.8.1.5.5			localisation for postcodes;		
		19.8.1.5.6			localisation of appropriate field names eg. State (NSW) for County (AUS);		
		19.8.1.5.7			daylight saving; and		
		19.8.1.5.8			calendar adjustments for public holidays.		
19.8.2					Other		
	19.8.2.1				Intuitive system for all levels of users.		
	19.8.2.2				Ability for application to have, or migrate to, a graphical user interface (GUI)		
	19.8.2.3				Ability for application to have, or migrate to, a WWW enabled environment supporting international standard browsers.		
	19.8.2.4				Provide on-line message notification to users within the application.		
	19.8.2.5				Consistent terminology across application.		
	19.8.2.6				Single user log-on.		
	19.8.2.7				Log out facility using minimum keystrokes.		
	19.8.2.8				Bar code capability to support printing to laser printers, bar code printers and the receip of bar code input.		
	19.8.2.9				Capable of providing the following On-line Help facilities:		
		19.8.2.9.1			help facilities available in all functional areas;		
		19.8.2.9.2			pull down / pop up help menus;		
		19.8.2.9.3			help and search should be clear, extensive and customisable;		
		19.8.2.9.4			help must be context sensitive;		
		19.8.2.9.5			facility to update help with each new version release, whilst maintaining locally developed help files;		
		19.8.2.9.6			provide visual feedback to highlight errors and warnings;		
		19.8.2.9.7			provide audible feedback to highlight errors and warnings;		
		19.8.2.9.8			ability to have full screen editing;		
		19.8.2.9.9			ability to print help screens; and		
	19.8.2.10				The screen layout shall provide the following features:		
		19.8.2.10.1			a graphical user interface (GUI) ;		
		19.8.2.10.2			consistent screen design;		
		19.8.2.10.3			pop up menus and look up tables;		
		19.8.2.10.4			logical sequence of fields;		
		19.8.2.10.5			icons for common functions (GUI);		
		19.8.2.10.6			capability for split screens;		
	19.8.2.11				The following features should be available within the screen navigation functions:		
		19.8.2.11.1			ability to move from field to field with one keystroke;		
		19.8.2.11.2			ability to move easily within fields;		
		19.8.2.11.3			ease of movement between screens;		
		19.8.2.11.4			shortcut keys for navigating within and between screens;		
		19.8.2.11.5			ability to move between mandatory fields; and		
		19.8.2.11.6			ability to use multiple input devices.		
	19.8.2.12				The following features should be available in relation to fields:		
		19.8.2.12.1			indication of mandatory fields;		

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						Response	Comment
		19.8.2.12.2			field indicator to signify a look-up table;	GIPA Act s 14 - Table 4(b)	
		19.8.2.12.3			fields conform to standard data items;		
		19.8.2.12.4			field length indicator;		
		19.8.2.12.5			audible prompt for messages; and		
		19.8.2.12.6			distinctive error indicator (eg variation in the normal screen colour to distinguish it as an error).		
19.8.3					Operational		
	19.8.3.1				Application must not bypass operating system or use unsupported/undocumented features of operating system.		
	19.8.3.2				Ability of the recommended solution to support 24 hour 7 days a week operation with automatic on line backup capability and automatic "hands-free" file re-organisation, i.e. incorporates minimal or no downtime.		
	19.8.3.3				Ability for the solution to notify System Administrator of the required system resources prior to backup.		
	19.8.3.4				Minimal scheduled down time for periodic maintenance.		
	19.8.3.5				Application supports multiple users. (Specify maximum number of online connected and concurrent users).		
	19.8.3.6				The recommended solution provides extensive flexibility for printing, including the ability to support multiple printers and attributes to industry standards.		
	19.8.3.7				Provides support for a large number of devices/print queues.		
	19.8.3.8				Ability to spool reports to designated secure locations by user management to allow view, print or delete.		
	19.8.3.9				The solution includes appropriate efficiency/optimisation tools to ensure performance tuning and monitoring of the operating system and database.		
	19.8.3.10				Ability to back up to various media sources online.		
	19.8.3.11				The ability for the recommended solution to backup on live data and still provide read access to that data.		
	19.8.3.12				Ability to provide user definable reports.		
	19.8.3.13				Provide proven/demonstrable archiving facilities supporting the archival and retrieval of information.		
	19.8.3.14				Ability to specify fields for search and retrieval.		
	19.8.3.15				Documented procedures must be provided to detect, fix and minimise, file interdependencies and integrity problems.		
	19.8.3.16				Ability to run test, training and multiple production environments on the same machine concurrently.		
	19.8.3.17				Application is scalable and has ability to run over multiple processors/clusters with fail over capability.		
	19.8.3.18				Ability for application to run on both 'thick' or 'thin' clients		
	19.8.3.19				Co-existence with other applications in the same environment.		
	19.8.3.20				Software upgrade should be performed by automated procedure.		
					Printing		
19.9.1					The following features should be available in relation to the print function:		
	19.9.1.1				ability to customise printed forms to the organisation's specifications;		
	19.9.1.2				flexibility in label/form printer for customisation at user defined levels;		
	19.9.1.3				default the print destination to the unit/department specifications;		
	19.9.1.4				provide a table for the user to select any alternate print destination according to user security level;		
	19.9.1.5				print bar codes on forms;		
	19.9.1.6				print labels with user defined parameters (for example barcode, asset, location, order, reason for repair etc);		
	19.9.1.7				print charts and forms on demand;		
	19.9.1.8				print policies, procedures, protocols and maintenance instructions on demand;		
	19.9.1.9				enable forms to be printed with optional fonts/colours;		
	19.9.1.10				enable scheduling of output (eg. requests, forms) to be printed at a specified time;		

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
	19.9.1.11				enable print schedule to be determined according to requirements;		
	19.9.1.12				enable printers to be dedicated to labels or forms;		
	19.9.1.13				enable tables, databases etc. to be printed on request according to security level;		
	19.9.1.14				provide print job recovery;		
	19.9.1.15				interfaces to third party printing packages;		
19.9.2					Provide standard reports that meet current reporting requirements.		
19.9.3					Provide standard reports that can be customised to individual organisations.		
19.9.4					Enable selected reports to be run in real-time on request according to organisation's policy/environment.		
19.9.5					Enable selected reports to be scheduled to run automatically according to organisations policy/environment.		
19.9.6					Ability to add user defined reports to the menu.		
19.9.7					Provide a menu for selection of reports according to organisation's policy/environment.		
19.9.8					Provide access to reports according to user security.		
19.9.9					Enable Systems Administration team to determine on-line and batch reports.		
19.9.10					Option to send reports to Fax or E-mail.		
19.9.11					Enable all reports to be viewed to screen with a scrolling facility.		
19.9.12					Option to send reports to file or print.		
19.9.13					Ability to dynamically reschedule report generation and spooling, with override facility according to security level.		
19.9.14					Provides flexibility for reports to:		
	19.9.14.1				view on screen;		
	19.9.14.2				save to disc;		
	19.9.14.3				print to hard copy;		
	19.9.14.4				be sent to external E-mail system;		
	19.9.14.5				be sent to external Fax;		
	19.9.14.6				present reports using both text and graphics;		
	19.9.14.7				enable any reports to be run without the system being made unavailable to any users; and		
	19.9.14.8				provide a flexible report writing facility to design ad hoc reports.		
19.9.15					The ad-hoc tool provides:		
	19.9.15.1				extensive user flexibility for report generation, data extraction and database enquiry;		
	19.9.15.2				high level of usability for end-users (i.e., simple and easy to use); and		
	19.9.15.3				minimal use and impact on system resources (performance is not adversely affected).		
19.9.16					Ability of the ad-hoc tool to warn of inefficient queries, preferably with optimised alternative approach.		
19.9.17					Ability to store and manage ad hoc templates and output.		
19.9.18					Ability of the ad hoc reporter to export to other applications and media.		
					Security		
19.10.1					The following Standards are required:		
	19.10.1.1				the solution includes as a standard feature, an integral and comprehensive		
	19.10.1.2				management matrix/module which is common and consistent for all software applicatior modules offered.		
	19.10.1.3				the system security/access module to include the ability to selectively restrict individual user access to data, programs, system tables, menus, screens and reports;		
	19.10.1.4				system security/access module to be capable of maintaining a full/complete history of individual user access as an integral part of a comprehensive audit trail facility; and		
	19.10.1.5				the solution includes as an integral feature, the ability to provide access to authorised users through multiple levels of security.		

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19.10.2					All data is to be categorised to determine level of security required, e.g.:	GIPA Act s 14 - Table 4(b)	
	19.10.2.1				low risk local data e.g. free text field;		
	19.10.2.2				high risk local data e.g. client identification data;		
	19.10.2.3				corporate data		
	19.10.2.4				all data to be stored in designated libraries or directories;		
	19.10.2.5				all changes to the database shall be thoroughly tested in a progressive change control environment e.g. from development to test, to production;		
	19.10.2.6				change control mechanism keeps a record of changes and has the facility to back out o a change;		
	19.10.2.7				and control system to ensure third party applications which access the database must be authorised (preferably via a gateway or interface engine).		
19.10.3					Ability to provide System Access as follows:		
	19.10.3.1				Can a hierarchical security system be established with the ability to establish access profiles:		
		19.10.3.1.1			For individual users?		
		19.10.3.1.2			For categories of users?		
	19.10.3.2				Access for users should be able to be controlled on the basis of user profiles/role. A user profile/role would be the means by which staff that perform similar work are grouped, and accordingly are given a profile that allows them access to only the modules/functions/screens/fields that directly relate to their work functions.		
	19.10.3.3				Application access should be configurable to allow for the differing work locations, work functions and viewing access that users require. This would include:		
		19.10.3.3.1			- access by Agenc'y/ies' organisation unit/hierarchy		
		19.10.3.3.2			- access to see/not see cost centres/cost object, line items, programs/projects, etc		
		19.10.3.3.3			- access by user profile		
		19.10.3.3.4			- access to only specified modules/screens/fields		
		19.10.3.3.5			- access by specified actions e.g. view only, add/change, etc		
		19.10.3.3.6			- access based on position held.		
	19.10.3.4				User access to the various modules can be centrally controlled and maintained at a System Administrator level.		
	19.10.3.5				System/security administrator able to update fields in the user security profile. Fields must include but are not limited to:		
		19.10.3.5.1			designation;		
		19.10.3.5.2			division;		
		19.10.3.5.3			department;		
		19.10.3.5.4			employee number;		
		19.10.3.5.5			position (number)		
		19.10.3.5.6			membership of a work team (if applicable)		
		19.10.3.5.7			provider number (user);		
		19.10.3.5.8			provider number (service); and		
		19.10.3.5.9			E-Mail address.		
	19.10.3.6				The system should provide user-friendly menus to enable individual users to access/view only specified parts of the system, based on the work they perform.		
	19.10.3.7				All access must be controlled by a login screen.		
	19.10.3.8				Can the system limit system access by:		
		19.10.3.8.1			User?		
		19.10.3.8.2			Terminal/IP address?		
		19.10.3.8.3			Day of the week?		
		19.10.3.8.4			Certain hours of the day?		
		19.10.3.8.5			Range of dates?		
	19.10.3.9				Direct access to databases is prohibited to users.		
	19.10.3.10				Ability of the security system to apply restrictions to the following operations: view, create, edit/update, delete, print;		
	19.10.3.11				Does the system allow the following operations on the access profile:		
		19.10.3.11.1			Attach/relate user to profile real time?		

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						Response	Comment
		19.10.3.11.2			Copy profile to user real time?	GIPA Act s 14 - Table 4(b)	
	19.10.3.12				Does the system restrict access to on-line transactions unless userids and passwords are used?		
	19.10.3.13				Can security-related functions within the package:		
		19.10.3.13.1			Verify access to on-line transactions?		
		19.10.3.13.2			Restrict access to on-line transactions?		
		19.10.3.13.3			Generate a security exception report:		
		19.10.3.13.4			Lists users who have accessed the system?		
		19.10.3.13.5			Identifies attempts at unauthorised access?		
		19.10.3.13.6			Generate report with users and their security access?		
		19.10.3.13.7			Trace all transactions to a user?		
		19.10.3.13.8			Provide appropriate security precautions to guard confidentiality?		
19.10.4					In relation to passwords, does the system provide:		
	19.10.4.1				The ability to update user passwords by:		
		19.10.4.1.1			End user, on-line-real-time?		
		19.10.4.1.2			Security coordinator?		
	19.10.4.2				Allow single sign-on facility / LDAP		
	19.10.4.3				The ability to require periodic password changes:		
		19.10.4.3.1			Vendor specified time period?		
		19.10.4.3.2			User defined time period?		
	19.10.4.4				facility to ensure that previously used password is not capable of reuse/allowed?		
	19.10.4.5				The ability to logoff users :		
		19.10.4.5.1			after a specified inactive period?		
		19.10.4.5.2			Disallow access of user for temporary period (i.e. when on leave.)		
		19.10.4.5.3			Automatic logoff after a the terminal or PC is turned off.		
		19.10.4.5.4			Allow quick logoff from system using icon/menu/keystroke.		
		19.10.4.5.5			After a pre-determined period of processing inactivity which can be set according to the user group profile.		
	19.10.4.6				The ability for trusted acceptance of an authenticated identity from an external trusted source?		
	19.10.4.7				The ability to implement parameter mechanisms or system rules to user passwords?		
	19.10.4.8				Ability to log off users after a predetermined number of unsuccessful attempts to log on?		
	19.10.4.9				User passwords must not be viewable on the screen.		
	19.10.4.10				Does the system have the ability to secure production passwords?		
	19.10.4.11				Is there the ability to secure production passwords from test environments for encrypted passwords?		
	19.10.4.12				Passwords are at least 6 characters in length and are alpha numeric		
19.10.5					Ability to provide Audit Trail as follows:		
	19.10.5.1				The date, time and user-id should be stored on each record of the database, and indicate when the record was last updated and by whom.		
	19.10.5.2				Maintain a history and audit trail of changes to user profile access rights.		
	19.10.5.3				Audit data is required on all transaction data. The ability to audit "read access", should be enabled on confidential data.		
19.10.6					Ability to provide warning indicators/reports for System Accesses as follows:		
	19.10.6.1				Message that violation of access suspends user after specified number of attempts.		
	19.10.6.2				Security administrator is notified via internal Messaging of any security violations.		
	19.10.6.3				Facility to limit number of unsuccessful attempts (e.g. three).		
	19.10.6.4				Maintain a log of violations including terminal location, user-id, date and time of violation.		
	19.10.6.5				Capability to provide Security reports to highlight user access and system usage. Such reports would include:		
		19.10.6.5.1			- lists of users grouped by their user profile		
		19.10.6.5.2			- lists of user profiles and the menu access they have		
		19.10.6.5.3			- a list of users that have not accessed the system for a predetermined period of time.		

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						Response	Comment
		19.10.6.5.4			- exception report for security violations.		
19.10.7					Facility to populate user profile information via Interface from the following:		
	19.10.7.1				other relevant applications (eg, Human Resources);		
	19.10.7.2				operating system;		
	19.10.7.3				external system security applications;		
	19.10.7.4				unique ID for all users of the system; and		
	19.10.7.5				password can be encrypted and suppressed from view.		
19.10.8					General requirements:		
	19.10.8.1				Record personal information in an encrypted form?		
	19.10.8.2				Maintain security across the report writer?		
	19.10.8.3				Does the system allow the encryption of confidential and sensitive data such as bank transmission files (EFT transactions) or data to be submitted to regulatory authorities .I.e. to and from a secure domain?		
	19.10.8.4				Control printing/copying/exporting of sensitive data.		
	19.10.8.5				Provide access to other authorised systems (eg Human Resource System) using icon/menu/keystroke (seamless interface).		
19.10.9					The ability to establish and maintain end-user authorities (eg for report generation, for report distribution etc)		
					Audit Requirements		
19.11.1					The solution includes a comprehensive audit trail facility with the ability to identify all changes made to the application (including programs, system tables, screens, menus, data files, and database records) on an individual basis.		
19.11.2					Provide a transaction audit trail that captures:		
	19.11.2.1				ID of person accessing data;		
	19.11.2.2				date of accessing data;		
	19.11.2.3				time of accessing data;		
	19.11.2.4				ability to print log with user identification, date and time of access;		
19.11.3					Ability to track and record all Master File changes with relevant details as above (eg UserID, time, date, pre and post value changes, etc)		
19.11.4					Complies with NSW Treasury audit guidelines		
19.11.5					Audit report of automatically deactivated users (after being logged off by system after the specified inactivity time).		
19.11.6					Audit report of users that have been physically deactivated.		
					Input-Output		
19.12.1					The solution includes the capability to support bar code printing to laser printers, bar code printers and the receipt of bar code input.		
19.12.2					Provide comprehensive documentation on bar code capability.		
19.12.3					The system supports alternative input/output devices:		
	19.12.3.1				Keyboard		
	19.12.3.2				Mouse		
	19.12.3.3				Touch screen		
	19.12.3.4				Trackball		
	19.12.3.5				Hand held technology		
	19.12.3.6				Barcode Reader		
	19.12.3.7				Printers (e.g. label, network, local)		
	19.12.3.8				Fax machine/modem		
	19.12.3.9				Scanner		
	19.12.3.10				Others eg Smart card, Magnetic/Optical data storage		
	19.12.3.11				System Messaging, and		
	19.12.3.12				User friendly, auto generated system and application messages.		
19.12.4					Ability to interface to electronic Messaging and deliver messages to designated users via external Messaging system.		

GIPA Act s 14 - Table 4(b)

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
19.12.5					All messages saved to log file and system messages to go to designated system administrators.	GIPA Act s.14, Table 4(b)	[redacted]
19.12.6					All messages presented by classification and severity.		
19.12.7					Ability to maintain a list of system messages (i.e.. delete and/or save) without the need to access the underlying operating system.		
					Database Management (including Archiving)		
19.13.1					Archiving		
	19.13.1.1				The ability to archive, on demand, asset information.		
	19.13.1.2				Complement the archiving feature with the ability to specify and modify (over time), the criteria for archiving; specifically: date-based selection, asset characteristic selection, asset range selection, specific assets selection.		
	19.13.1.3				For each asset that is 'archived provide a list of component and material information to inform management re reuse and recycling of those components and materials.		
	19.13.1.4				Archive parameters that can be specified by department (including cull and time frame);		
	19.13.1.5				Subset of archived data always available (site defined);		
	19.13.1.6				Time and location of full archived record displayed to screen;		
	19.13.1.7				On-line archive database (ability to set parameters for automatic archive);		
	19.13.1.8				Data can be archived to optical disk/tape;		
	19.13.1.9				Data can easily be retrieved by the application from on-line archive within the agreed and define response time		
	19.13.1.10				Ability to flag data items that are not to be archived; and		
	19.13.1.11				Backward compatibility by application to archived data.		
	19.13.1.12				The ability to override the archiving function in respect of an individual asset.		
19.13.2					Other		
	19.13.2.1				The ability to restore or recover to the last transaction and reason they are corrupted.		
	19.13.2.2				Partial (individual components) or whole database restore		
	19.13.2.3				Provides a demonstrable method for maintaining database integrity.		
	19.13.2.4				System setup to notify systems administrator when nominated table size reached eg. when backup required.		
	19.13.2.5				Comprehensive application/system event and transaction logs.		
	19.13.2.6				Provide facility to detect and unlock records.		
	19.13.2.7				Provide Messaging of backup/lockout occuring(i.e. read access only).		
	19.13.2.8				Message to identify user/process causing locked record. - - -		
	19.13.2.9				The ability to queue reports and batch jobs by processing a the nominated date and time.		
	19.13.2.10				The recommended solution complies and maintains compatibility with current accredited version release of :		
		19.13.2.10.1			the operating system;		
		19.13.2.10.2			Data Base Management System;		
		19.13.2.10.3			language;		
		19.13.2.10.4			application;		
		19.13.2.10.5			other dependent products; and		
		19.13.2.10.6			documentation		
	19.13.2.11				All documentation to have standard format and be available on line with ability to print t hard copy.		
	19.13.2.12				The recommended solution to include a comprehensive manual for users, system administration and operations & is user-friendly with illustrations such as diagrams and graphs, including but not limited to:		
		19.13.2.12.1			each of the tables and its elements,		
		19.13.2.12.2			use and valid values breach of the elements; - - - - -.		
		19.13.2.12.3			a fun description of file layouts, including size, type, storage type, field length, etc.;		
		19.13.2.12.4			the Data Model utilised (i.e.. data item definitions, data and table relationships); and		
		19.13.2.12.5			technical architecture and design.		

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						Response	Comment
					Interfaces		
19.14.1					Automatically update general ledger for:		
	19.14.1.1				Asset additions?		
	19.14.1.2				Asset disposals?		
	19.14.1.3				Periodic depreciation entries?		
	19.14.1.4				Asset revaluation?		
	19.14.1.5				Asset impairment in value?		
19.14.2					Able to access foreign tables?		
19.14.3					Can call system modules from user written programs?		
19.14.4					Bar code reader interface?		
19.14.5					Regarding PC interface:		
	19.14.5.1				Able to use standard package?		
	19.14.5.2				Able to use vendor developed package?		
	19.14.5.3				Able to down load selected data?		
	19.14.5.4				Microcomputer software provided?		
	19.14.5.5				Able to secure down load function by user?		
	19.14.5.6				Export facilities should provide users the functionality to upload sets of data		
	19.14.5.7				Able to turn off up load function?		
19.14.6					Import and Export formats should provide multiple format capabilities (eg CSV, etc)		
19.14.7					Automatically update from the accounts payable system of actual costs of acquiring the asset, with the ability to verify data/actions by way of an edit list prior to update?		
19.14.8					Automatically transfer from the purchase order system details of assets which have been received, with the ability to verify data/actions by way of an edit list prior to update?		
19.14.9					Ability to upload revaluations spreadsheet to Asset Management database for updating new values (revaluations), etc with the ability to verify data/actions by way of an edit list prior to update?		
19.14.10					Ability to upload data in spreadsheet format showing new revaluation amounts, relevant details, etc covering date, details of valuer, basis of valuation, etc, with the ability to verify data/actions by way of an edit list prior to update?		
19.14.11					Compatibility and able to be interfaced with the following :		
	19.14.11.1				- Government Property Information System (GPIS)		
	19.14.11.2				- Geographical Information System (GIS)		
	19.14.11.3				- Geospatial location via Satellite Navigation		
	19.14.11.4				- Mobile Work Management System		
	19.14.11.5				- Asset Management application compliant with the NSW Government preferred electronic procurement application 'SmartBuy®' (details on this is located at http://www.smartbuy.nsw.gov.au)		
19.14.12					Ability to provide adequate version control procedures include referencing to Document Release notes for each version of the release.		
19.14.13					Comprehensive efficiency and optimisation guides/documentation to ensure performance tuning and monitoring of the operating system and database is commercially available.		
19.14.14					Ability to handle electronic messages as follows:		
	19.14.14.1				The ability to format and transmit 'electronic messages' that notify other information systems of relevant changes to asset information. This needs to be complemented by a facility to define and modify the data item types that comprise each message set.		
	19.14.14.2				The ability to receive and respond to incoming electronic messages.		
	19.14.14.3				Because incoming messages may modify the content of the asset register, the facility is required to enable authorisation to be provided and logged prior to modifications being made to the asset register as a result of the incoming messages.		
19.14.15					All interactions require standard API over Web service oriented interfaces covering:		

GIPA Act s 14 - Table 4(b)

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
	19.14.15.1				API transactions can be created and issued to a wide range of other applications	GIPA Act s 14 - Table 4(b)	
	19.14.15.2				API transactions can be received and processed from a wide range of other applications		
19.14.16					The application is workflow enabled		
19.14.17					All data transferred across system interfaces must comply with NSW Treasury's data audit requirement		
19.14.18					Capability to exchange access information with:		
	19.14.18.1				- web browsers		
	19.14.18.2				- Other Financial and HR systems		
	19.14.18.3				- data warehousing packages		
					Integration		
19.15.1					The solution must be based on a logical model linked to the physical model and have the ability to be maintained by a CASE (Computer Aided Software Engineering)Tool (if applicable). CASE is like a 'wizard' which generates programming code once a 'model' is designed.		
19.15.2					The solution needs to support a single point of entry for data with system-wide access e.g. data entered populates common data fields in all modules.		
19.15.3					The solution needs to provide mechanisms for electronic data exchange (EDI , e commerce, or other).		
19.15.4					Interface modules must be included in maintenance and support arrangements.		
19.15.5					The recommended solution needs to incorporate screens that:		
	19.15.5.1				have a consistent look and feel across all application modules offered;		
	19.15.5.2				enable flexible, user-definable limiting of data items presented on screens; and		
	19.15.5.3				the solution provides seamless access into application modules.		
19.15.6					The ability for coded values associated with the application's data elements (usually stored in a user definable table i.e.. 'Look up' table), to be maintainable by:		
	19.15.6.1				- authorised users within the application;		
	19.15.6.2				- import/export of major code tables.		
19.15.7					When user definable code tables are updated by Users of the application, the application must be capable of issuing notifications of this event to external applications		
19.15.8					The application must be supported by a documented methodology for migrating data from legacy systems.		
19.15.9					The application must be supported by a data import facility from external systems to help with data conversion.		
19.15.10					The data import facility should allow bulk/batch updates on the application's data.		
19.15.11					Application is Web-enabled		
19.15.12					Capable of being seamlessly integrated with ERP covering AP, GL, PO, Inventory, etc, such as:		
	19.15.12.1				- Oracle		
	19.15.12.2				- SAP		
	19.15.12.3				- MIMS/ELLIPSE		
	19.15.12.4				- SUN		
19.15.13					Ability to be interfaced with Mobile Work Manager Systems (a remote application with security features allowing relevant approval prior to data being updating/uploaded)		
					Error Handling		
19.16.1					Is method of edit rejection based on:		
	19.16.1.1				Whole batches?		
	19.16.1.2				Line-by-line with batch total adjustment?		
	19.16.1.3				For line-by-line editing:		
		19.16.1.3.1			- Able to transfer each error to suspense account?		
		19.16.1.3.2			- Produce listing of errors transferred to suspense?		

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						Response	Comment
		19.16.1.3.3			- Can hold error in file and eliminate dual entry?		
	19.16.1.4				Able to reject transactions:		
		19.16.1.4.1			- With understandable error messages?		
		19.16.1.4.2			- With pointers to original transaction?		
		19.16.1.4.3			- And continue processing remaining batches?		
		19.16.1.4.4			- Able to suspend out-of-balance batches?		
	19.16.1.5				Able to identify User ID, Time, date, relevant asset, etc		
E	**APPENDICES**						
App A	**- NSW GOVERNMENT ENERGY MANAGEMENT POLICY (GEMP) REPORTING**						
	A.1				**Background**		
		A.1.1			One of the requirements under the Government Energy Management Policy is for government agencies to appoint an Energy Manager and report energy consumption annually to the Department of Energy, Utilities and Sustainability (DEUS).		
		A.1.2			For a straightforward guide designed to assist smaller government agencies (up to 100 staff) in achieving cost-effective GEMP implementation, data can be accessed from the above website and accessing the hyperlink to 'Small Agency Model (83KB PDF)'		
		A.1.3			All vendor applications need to be capable of integrating and interfacing with NSW GEMP reporting system		
	A.2				**GEMP Requirements**		
		A.2.1			For a step-by-step guide to help Energy Managers meet the GEMP refer to the DEUS website at : http://www.deus.nsw.gov.au/energy/Government%20Programs/Government%20Energy%20Management%20Policy/GEMP%20Reporting/GEMP%20Reporting.asp .... (or follow the navigational path to .....'Home > energy > Government Programs > Government Energy Management Policy > GEMP Reporting >' .....and access the hyperlink to the 'Start-Up Kit (285KB PDF)'		
		A.2.2			Annual reporting is done through EDGAR (Environmental Data Gathering and Reporting), a web-based reporting tool. For information and instructions on GEMP reporting through EDGAR via the above DEUS webpage, and accessing the hyperlink to 'Environmental Data Gathering and Reporting Tool (EDGAR)'		
App B	**- NSW TREASURY ON-LINE ENTRY SYSTEM (TOES) REPORTING**						
	B.1				**Background**		
		B.1.1			Treasury OnLineEntry System (TOES) is the electronic on-line system that Treasury uses to collect agency financial data. Agencies are able to log into TOES via a modem connection and directly enter data into the live system.		
		B.1.2			The financial data collected by Treasury via TOES includes Budget Information, Monthl Actuals and Year End Actuals. The data collections align with the timing of the various reports that Treasury is required to prepare including Budget Papers, Half Yearly Budget Review, Monthly Reports and Year End Consolidated Accounts.		
		B.1.3			Agencies are required to enter their Trial Balance and Supplementary Schedules into TOES. Once complete and balanced, agencies can run reports to generate Statements of Financial Performance, Financial Position and Cash Flows. A final check of these reports is suggested before Transmitting to Treasury.		

GIPA Act s 14 - Table 4(b)

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GIPA Act s 14 - Table 4(b)

						Response	Comment
		B.1.4			A Training course for beginners in TOES is conducted by Treasury. The TOES Training Document used in training is available. A copy of the user manual for TOES is available for download the relevant link (i.e.at the TOES Training Document link at http://www.treasury.nsw.gov.au/fis/fis.htm). TOES contacts within NSW Treasury are provided on this web page for relevant isues.		
		B.1.5			All vendor applications need to be capable of integrating and interfacing with NSW Treasury's TOES reporting system		
	B.2				**TOES Requirements**		
		B.2.1			The technical details associated with the above for uploading to NSW Treasury's system is setout on the NSW Treasury's website at http://www.treasury.nsw.gov.au/fis/sap_import.htm This specifies the record length, use of new lines, and provides an example of the layout to enable data to be submitted from all NSW Govt Agencies to the TOES system		
		B.2.2			NSW Agencies connect to and transfer data to NSW Treasury's Financial Information System (FIS) system as follows: - A connection is established via a modem to Treasury using the Telstra's Dial Connec IP network, - The external agencies then login to the Governet network via a username and password. - Once a connection is established, the agency then runs the SAPGUI SAP connection software. This routes SAP traffic over the established connection. The dial in number (not shown on this site for security purposes) connects to Telstra's Dial Connect network, as a local call.		
		B.2.3			Disconnecting from TOES is also a two stage process. Firstly the SAPGUI software is exited, after saving and/or transmitting data to Treasury. Secondly, the dial up connection MUST be disconnected.		
App C	- Smartbuy® SPECIFICATIONS - ELECTRONIC PROCUREMENT						
	C.1				**Background**		
		C.1.1			Department of Commerce actively encourages all SCCB suppliers to register with smartbuy® to facilitate NSW government agencies to view and purchase goods and services on line. The Client Services division in smartbuy® provides support services for all suppliers in completing the supplier enrolment process, thereby offering maximum exposure of suppliers' items to the government market. The steps required for getting established in the smartbuy® system are outlined below.		
		C.1.2			The NSW Government has placed a heavy focus on the use of electronic procurement to move significant volumes of NSW Government purchasing through smartbuy®.		
		C.1.3			Smartbuy® is an electronic procurement system, maintained on behalf of the NSW Government. smartbuy® is located at http://www.smartbuy.nsw.gov.au .		
		C.1.4			Smartbuy® enables eligible clients to electronically procure goods and services, generally on terms established in Government Contracts. It is intended that all goods and services provided under the Board's Standing Offer Agreements will be browsed, searched and where appropriate, purchased online via smartbuy®.		

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Response | Comment

GIPA Act s 14 - Table 4(b)

		C.1.5			All successful tenderers are required to accept Orders and other business documents and communications by electronic communication in accordance with the Electronic Transactions Act (NSW) 2000. More information on the NSW Government's policy about electronic procurement and smartbuy® can be seen at: a) http://www.smartbuy.nsw.gov.au and b) http://www.dpws.nsw.gov.au/About+Us/Publications/Government+Procurement+Publications.htm	
		C.1.6			All vendor applications need to be capable of integrating and interfacing with the above Department of Commerce's smartbuy®. Application	
	C.2				**Smartbuy® Operational Requirements**	
		C.2.1			The smartbuy® solution is comprised of a number of procurement-related applications and services including smartbuy® CONNECT. smartbuy® CONNECT is based on an IBM MQ Series platform, is a full service B2B hub offering a wide range of integration, document transformation and trading partner management capabilities	
		C.2.2			Smartbuy® CONNECT is tightly integrated to smartbuy® TRADE, and may be connected to Agencies and Suppliers via a number of integration mechanisms. The transmission types and document formats for the different integration options are explained in more detail below.	
		C.2.3			All electronic documents transmitted through smartbuy® TRADE are routed via smartbuy® CONNECT. smartbuy® CONNECT may also be used for document transmission directly between Agencies and Contractors, without passing through smartbuy® TRADE.	
		C.2.4			Smartbuy® CONNECT supports the following business documents: a) PO b) PO Change c) PO Acknowledgement d) Receipt e) Receipt Change f) Advanced Shipping Notice g) Invoice h) Technical Message Acknowledgement	
	C.3				**Smartbuy® CONNECT Trading Channels**	
		C.3.1			The following Transmission Types and Document Types can be received by smartbuy® CONNECT. The combination of Transmission Type and Document Type is termed a Trading Channel in table below:	

Transmission Type	Document Type	Trading Channel
HTTPS	xCBL3.0 (XML)	HTTPS/xCBL3.0
HTTPS	CSV	HTTPS/CSV
FTP	CSV	FTP/CSV
Email (SMTP)	PDF	Email/PDF
Fax	PDF	Fax/PDF

C.3.2

FINANCIAL MANAGEMENT SYSTEM

						Response	Comment
	C.4				Smartbuy® Security		
		C.4.1			Smartbuy® is committed to a high level of security, and is working towards full AS/NZS7799 accreditation. Smartbuy® security systems have been created to protect buyers, suppliers and information maintained on or transmitted from or to smartbuy®		
		C.4.2			Key elements of the security regime include: a) Data Centre certified to BS7799, ASIO T4 rating and Suntone 2 Accreditation; b) Robust firewalls; c) Multi level system design; d) Virus protection using Sophos Anti Virus software; e) Password protection and restricted access permissions; f) Intrusion detection systems; g) Audit trails of user activities; h) Where encryption is used, HTTPS protocol with 128 bit technology has been selected; i) Programme of system upgrades to ensure security compliance.		
	(**Note** : App = ADDENDIX)						

GIPA Act s 14 - Table 4(b)

NSW Procurement – Contracting Services

7 August 2009

NSW Department of
Commerce

McKell Building
2-24 Rawson Place
Sydney NSW 2000

Telephone 02 9372 8877
Facsimile 02 9372 7070
TTY 1300 301 181 (toll free)

ABN 48 922 006 182
www.commerce nsw.gov.au

GIPA Act s 14 - Table 3(a)
Mincom Limited
Level 7, 193 Turbot Street
Brisbane QLD 4000

CONTRACT 2603
MINCOM ERP SOFTWARE
From Date of Execution for three (3) years
with two (2) optional extension periods each of one (1) year

Dear [redacted]

The State Contracts Control Board is pleased to inform you that it will accept your tender for the provision of an ERP Application to be offered during the period shown above.

Acceptance of your tender is however conditional upon execution of the attached Deed of Agreement. This Deed of Agreement will not be subject to further negotiation or amendment.

Management Fee

No items or services are to be supplied under this Agreement unless an order has been placed in accordance with the terms and conditions of this Agreement.

[redacted]

Price Basis

The pricing is as agreed in Schedule 3 of the Deed of Agreement.

Acceptance

Agreement with the SCCB will be concluded when the Deed of Agreement is duly signed and executed by the parties to the Agreement.

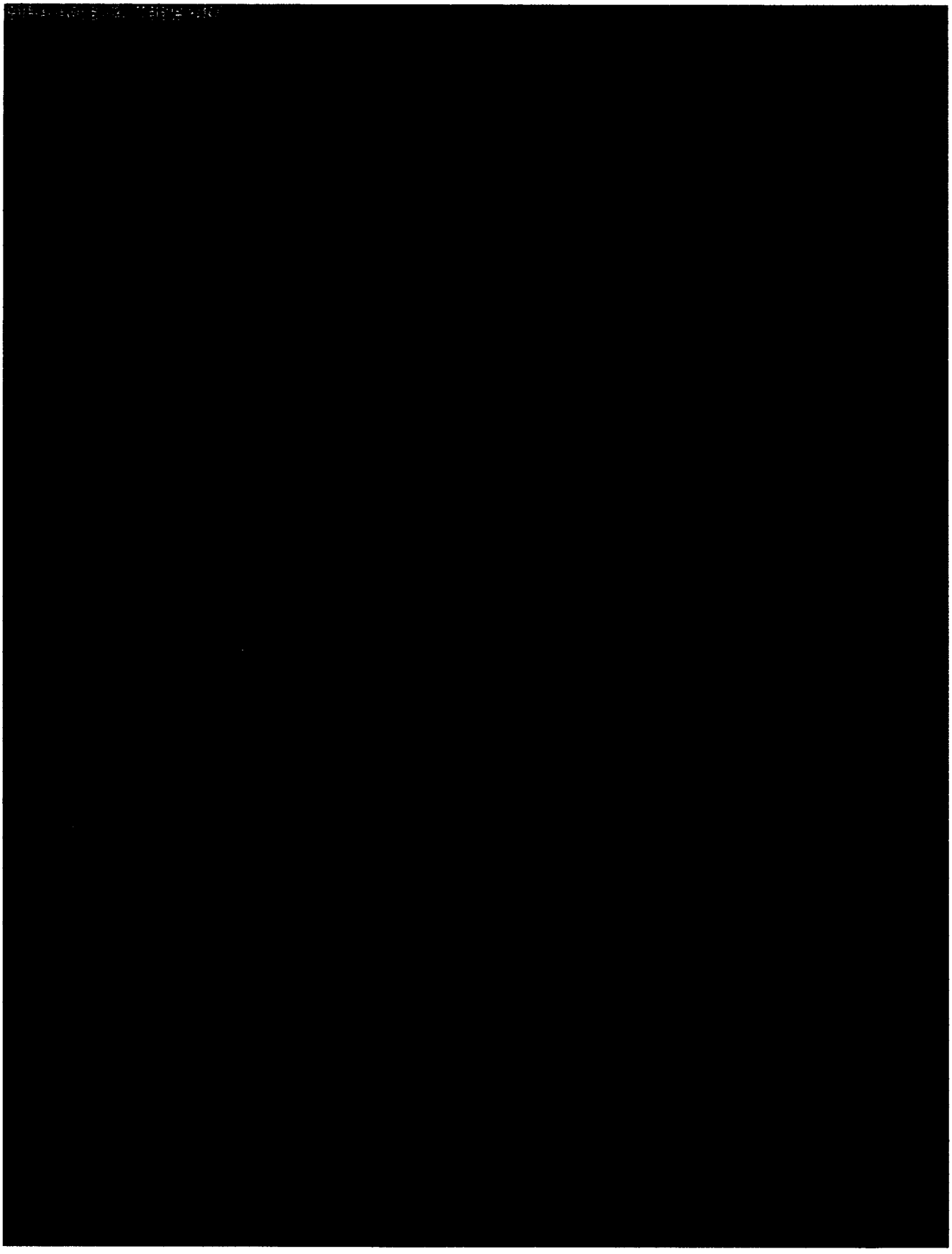
Please execute the Deed of Agreement and return the same to the address below within 7 days upon receipt of this letter. Please be advised that the non-execution of the Deed in the time stipulated may result in the acceptance of your tender being withdrawn.

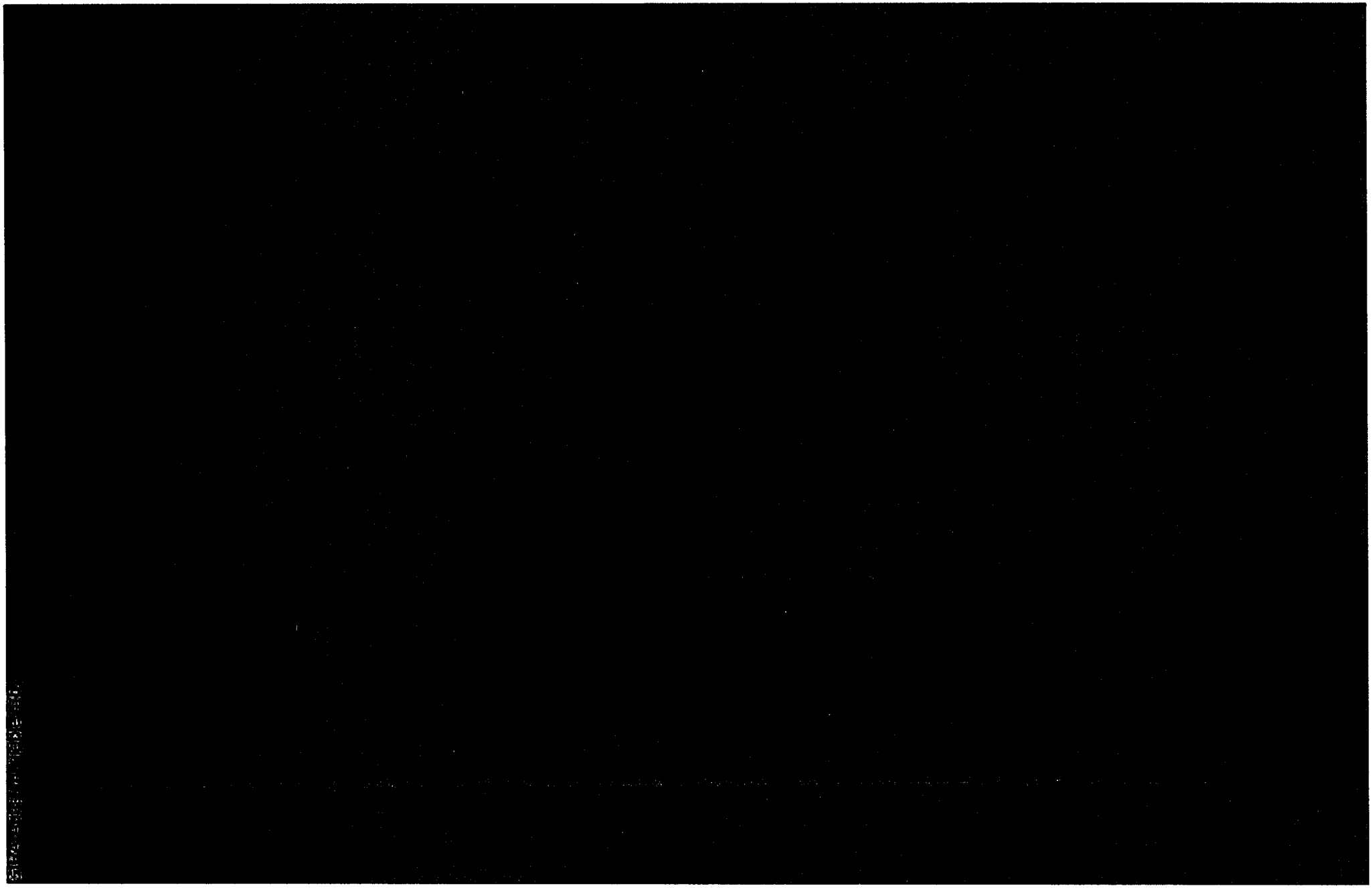
Yours sincerely

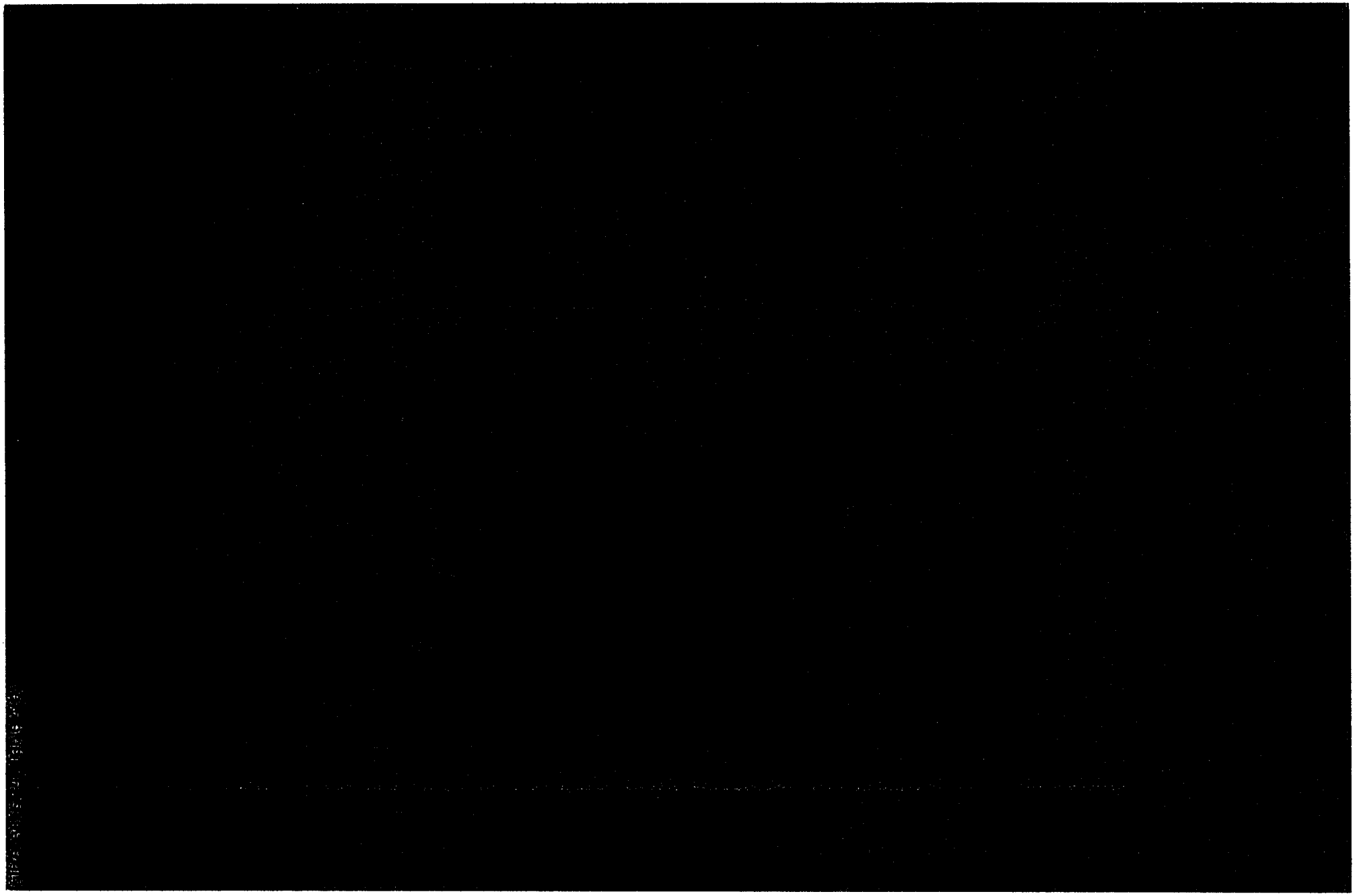
Sam Field
NSW Procurement
Level 11 McKell Building
2-24 Rawson Place
Sydney NSW 2000

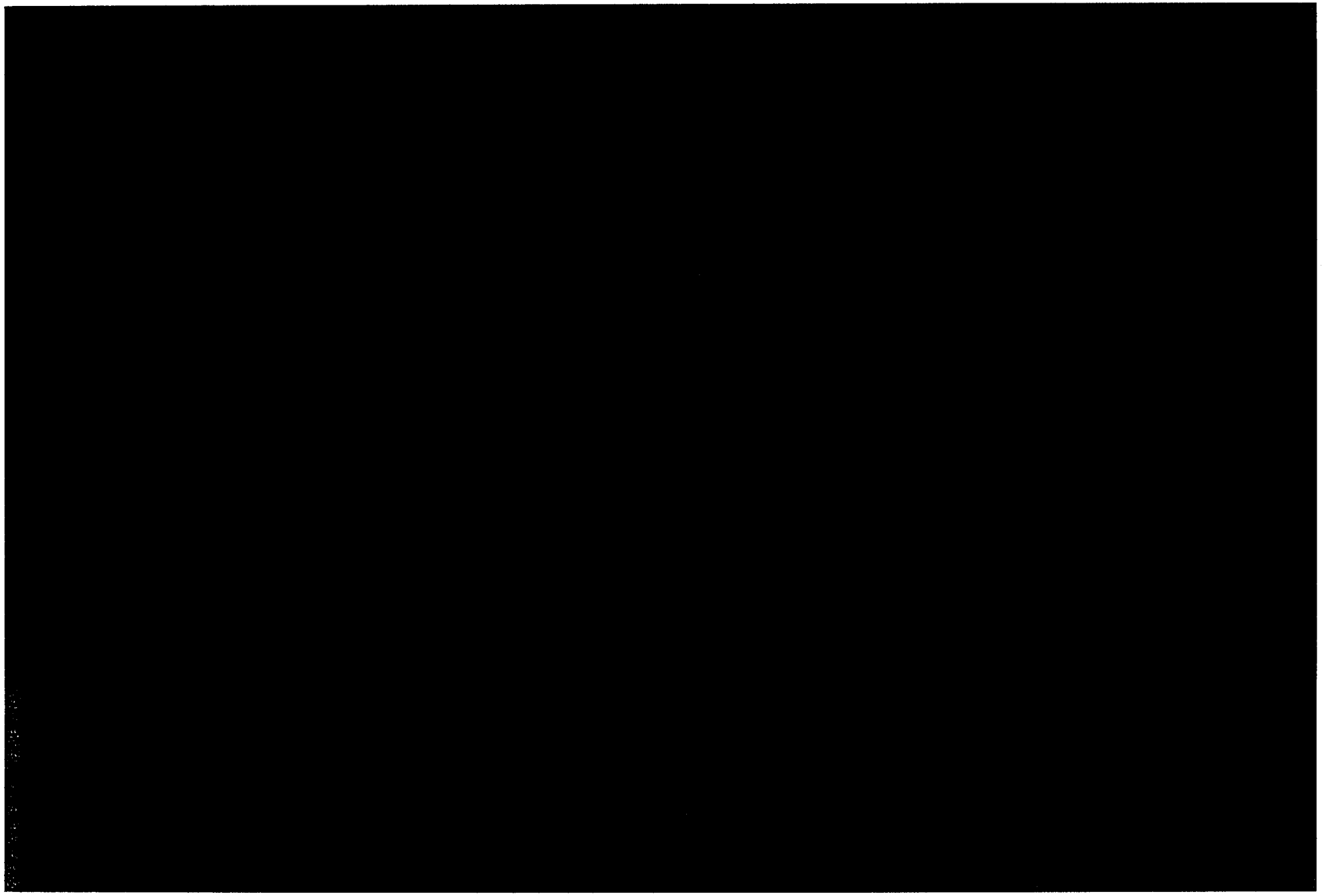
Schedule 3 – Product and Service List

Include Details of Products and Services to be provided including any Pricing details (GST exclusive, GST Component and GST inclusive pricing) in Australian dollars, and specify whether any price variation mechanism is to apply (clause 4.1).



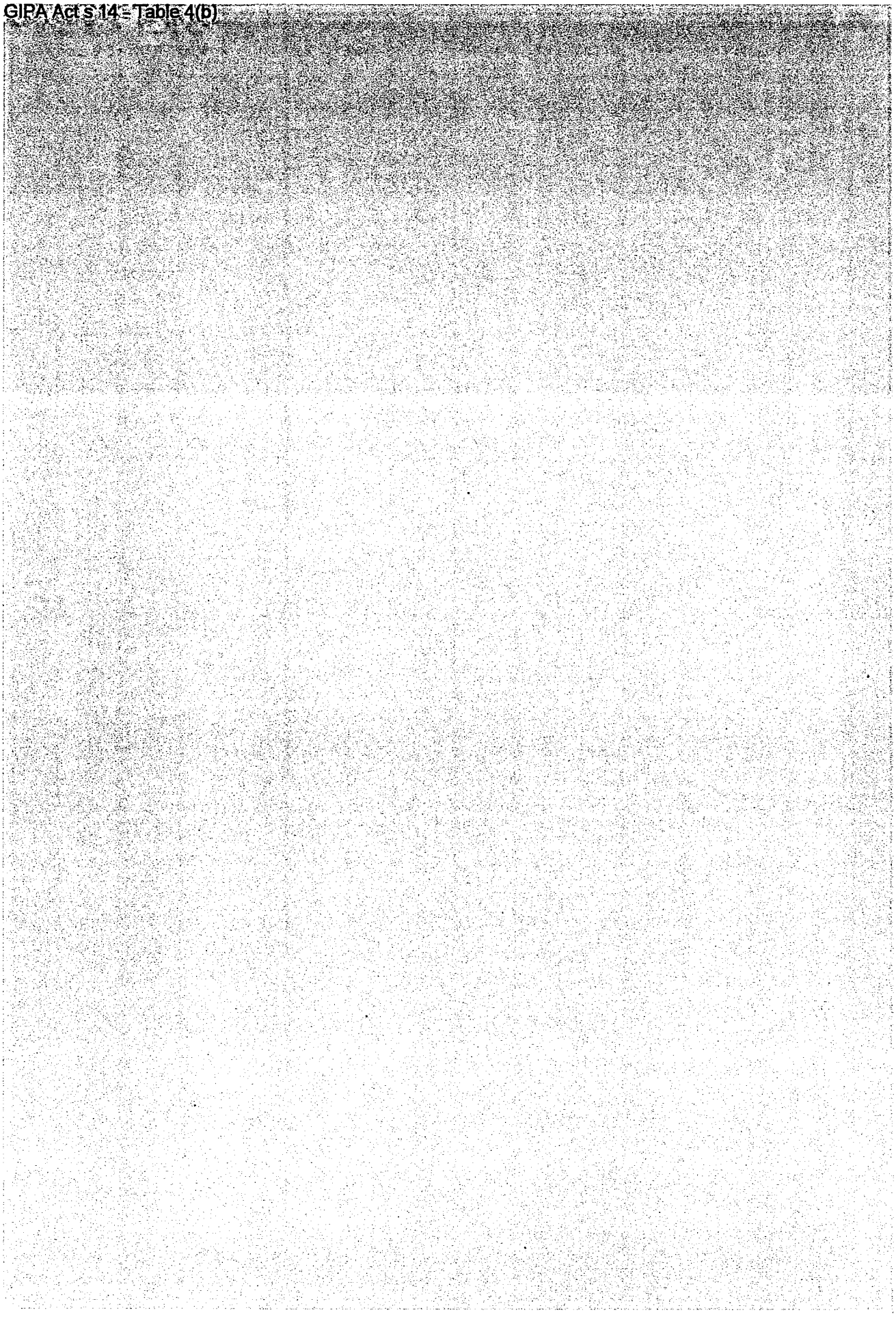






GIPA Act s 14 - Table 4(b)

GIPA Act s 14 - Table 4(b)



GIPA Act s 14 - Table 4(b)

Schedule 4 – Statutory Declaration by Approved Party or 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 Approved Party/subcontractor company name and its ACN/ABN] ("the Declarant") has been selected as an Approved Party, or subcontractor to, [insert name of the Contractor] ("the Contractor") under an agreement between the State Contracts Control Board for and on behalf of the Crown in right of the State ("the Contract Authority") and the Contractor for the supply of the Deliverables to certain Customers ("the Agreement")

2. The Declarant is aware of:

   (a) where relevant, the responsibilities imposed on Contractors under clause 6.5 of the Agreement in relation to use of Approved Parties including obligations to ensure that these persons supply relevant sales information to the Contractor and permit independent audit of that information by the Contract Authority; and

   (b) the standard terms and conditions of Contracts as set out in the Agreement.

3. The Declarant, if an Approved Party of the Contractor, offers to supply:

   (a) under the standard terms and conditions of the Agreement and any Contract;

   (b) on terms that enable compliance by the Contractor with clause 6.5 of the Agreement.

4. The Declarant, if a subcontractor to the Contractor, will offer to sub-contract on terms that will:

   (a) be consistent with the standard terms and conditions of the Agreement and any Contract; and

   (b) enable compliance by the Contractor with clause 13.5 of the Agreement.

5. There are no reasons of which I am aware that would prevent a Contract or subcontract (as relevant) from being signed and performed in a manner that would allow the satisfactory and timely performance of:

   (a) a Contract; and

   (b) any relevant Contractor responsibilities under the Agreement.

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 willfully false statement in any such declaration.

Declared at _____

the _____ day of _____ 20 _____

Before me, _____

Schedule 5 – Expert Determination Procedure

EXPERT DETERMINATION

1 If a Referral Notice is submitted under clause 7.5.2 of the Agreement, 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 the State.

2 The expert nominated must be a lawyer and an information technology expert unless otherwise agreed. The expert must not be:

(a) an employee of the Parties;

(b) a person who has been connected with this Agreement or a 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.

3 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.

3 Submissions

4.1 The procedure for submissions to the expert is as follows:

(a) The Party to the Agreement or Contract that has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in clause 3.

(b) The other Party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.

(c) The Party referred to in clause 4.1 (a) may reply to the response, but must do so within 10 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 10 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 4.1 of this Expert Determination Procedure, unless the Contract Authority or Customer as applicable 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 to the Agreement or Contract gives information to the expert, it must at the same time give a copy to the other Party.

5 Conference

5.1 The expert may request a conference with both Parties to the Agreement or Contract. The request must be in writing, setting out the matters to be discussed.

5.2 The Parties agree that such a conference is considered not to be a hearing that would give anything under this Expert Determination Procedure the character of arbitration.

6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.

7 Questions to be determined by the Expert

7.1 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 Agreement or a Contract:
  (i) for damages for breach of the Agreement or a 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 Agreement or Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?

(c) In the light of the answers to clause 7.1(a) and (b) of this Expert Determination procedure:
  (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?

7.2 The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.

8 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.

9 The Contract Authority may act for the Customer during the course of the Expert Determination upon the Customer's request.

10 If the expert determines that one Party must pay the other an amount exceeding the amount specified in Agreement Details (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.

11 Unless a Party has a right to commence litigation under clause 10 of this Schedule:

(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 28 days.

12 Role of Expert

12.1 The Expert:

(a) acts as an expert and not as an arbitrator

(b) must make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the Expert's own expertise; and

(c) must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in clause 3.

12.2 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.

Schedule 6 – Confirmation of Insurances

Insurer:

Contractor: (The Insured)

Re: Agreement for the provision of [insert Contract title]

between the Insured and the "Contract Authority" [insert Contract Authority/Customer title]

It is confirmed that:

1. The Insured has obtained the following policies (the Insurance Policies)

   (a) A public liability policy to the value of $AUD
   (the Limit of Indemnity) in respect of each claim;

   (b) A products liability policy to the value of $AUD
   for the total aggregate liability for all claims arising out of the Insured's products for the period of cover.

   (c) Professional Indemnity Insurance to the value of $AUD

   Expiry / 20

   (d) Workers Compensation Insurance

2. The respective rights and interests of the Contract Authority, and any sub-contractors of the Insured are noted on the Insurance Policy(ies) 1(a) and 1(b).

3. The Insurer will accept a notice of claim given by the Insured, the Contract Authority or any sub-contractor as being a claim given by all of the insured under insurance policies 1(a) and 1(b).

4. The insurance policies conform with the requirements of clause 8.1 of the Agreement between the Contract Authority and the Insured.

Attach a Certificate of Currency for the policy/ies above.

Specify below any exclusions for the Insurance Policies.

Signature of authorised representative of Insurer/Broker

Print name

Position

Date

MARSH

MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

GIPA Act s 14 - Table 3(a)

Marsh Pty Ltd
ABN 86 004 651 512
Darling Park Tower 3
201 Sussex Street
SYDNEY NSW 1215
GPO Box H176
Australia Square, Sydney, NSW 1215
GIPA Act s 14 - Table 3(a)

30 April 2009

CERTIFICATE OF CURRENCY

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

CLASS OF INSURANCE:	General Public & Products Liability
INSURED:	Mincom Limited and all subsidiaries.
INSURER:	Chubb Insurance Company of Australia Limited
POLICY NUMBER:	93390186 & 93481361
PERIOD OF INSURANCE:	From 4:00 p.m. local standard time 30/04/2009 To: 4.00 p.m. local standard time 30/04/2010
COVERING:	The insured's legal liability to pay compensation in respect of bodily injury and/or property damage as a result of an occurrence and in connection with the insured's business or products.
LIMIT OF LIABILITY:	GIPA Act s 14 - Table 4(b)
GEOGRAPHICAL LIMIT:	Worldwide, except the USA its territories or possessions, the dominion of Canada or Puerto Rico where this policy will only apply in respect of your travelling executives and salesman providing they do not reside in the above mentioned countries.

Yours sincerely

GIPA Act s 14 - Table 3(a)

If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.

Marsh & McLennan Companies

GIPA Act s 14 - Table 3(a)

MARSH

MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Marsh Pty Ltd
ABN 86 004 651 512
Darling Park Tower 3
201 Sussex Street
Sydney NSW 2000, Australia
GIPA Act s 14 - Table 3(a)

27 May 2009

TO WHOM IT MAY CONCERN

Certificate of Currency

Date:	**27 May 2009**	**Telephone**	**Facsimile**
Issuing Office	**Sydney Finpro**	**8864 7787**	**8864 8030**

This certificate:

- is issued as a matter of information only and confers no rights upon the holder;
- does not amend, extend or alter the coverage afforded by the policy/ polices listed;
- is only a summary of the cover provided. For full particulars, reference must be made to the current policy wording;
- is current only at the date of issue.

INSURED	:	Mincom Limited & All Subsidiaries t/a Mincom Limited
CLASS OF INSURANCE	:	Professional Indemnity Insurance
LIMIT OF LIABILITY	:	GIPA Act s 14 - Table 4(b)
EXCESS	:	
PERIOD OF INSURANCE	:	30 April 2009 to 30 April 2010 both at 4.00 pm
POLICY NO	:	A 20 ITL 002176 09
GEOGRAPHICAL LIMITS	:	Worldwide Including USA/Canada
SIGNED		GIPA Act s 14 - Table 3(a)
NAME		
TITLE		
DATE	:	27 May 2009

The information contained in this facsimile message is confidential, may be privileged, and is intended for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, the agent, or employee responsible for delivering this transmission to the intended recipient, you are expressly prohibited from copying, disseminating, distributing or in any other way using any of the information in this facsimile message.
If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.

Schedule 7 – Financial Security

Deed of Agreement dated the _____ day of _____ 20 _____

Between [insert name of the 'Contract Authority/Customer'] ('the Customer')

_____

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

_____

What is agreed:

1. The _____[insert name of the Contractor and the ACN/ABN] ('Contractor') has agreed to supply Deliverables to the Customer pursuant to a contract ('Contract'). The following undertakings are given in respect of the Contract:

   (a) 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]

2. The Guarantor's liability under this Financial Security will be a continuing liability until payment is made up to the maximum aggregate sum or the Customer notifies the Guarantor that this Financial Security is no longer required.

3. This Financial Security shall be governed by and construed in accordance with the laws in force in the State or Territory of the Customer's registered address.

4. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by any other means.

5. The address for services of notice for a party is, in the case of the:

   Guarantor
   Physical address
   Postal address
   Phone number
   Fax number
   Email address

   Contractor
   Postal address
   Phone number
   Fax number
   Email address

   Customer
   Postal address
   Phone number
   Fax number
   Email address

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

6. A notice or other communication under this Schedule 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 three (3) working days;
(c) sent by post from or to an address outside Australia, after ten (10) working 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 the time of resumption of normal business hours);
(e) sent by electronic mail, the next working day; or
(f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED

Signed for and on behalf of [insert name of Contract Authority/Customer]

By [insert name of Contract Authority/Customer representative]

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

Signature of Contract Authority/Customer representative

Signature of Contract Witness

Print name

Print name

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

Schedule 8 – Performance Guarantee

Deed of Agreement dated the _____ day of _____ 20 _____

Between [insert name of the 'Contract Authority/Customer'] ('the Customer')

_____

And [insert name and ACN/ABN of the Guarantor] ('the Guarantor')

_____

Purpose [insert name and ACN/ABN of the Contractor] ("the Contractor") has agreed to supply Deliverables to the Customer pursuant to the contract ("the Contract").

The Guarantor agrees to provide the guarantees and indemnities stated below in respect of the Contract.

What is agreed:

The Guarantor guarantees to the Customer the performance of the obligations undertaken by the Contractor under the Contract on the following terms and conditions:

1. If the Contractor (unless relieved from the performance of the 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 Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Contract.

2. If the Contractor commits any breach of its obligations, and the breach is not remedied by the Guarantor as required by clause 1 and the Contract is then terminated for default, the Guarantor will indemnify the Customer against costs and expenses directly incurred by reason of such default.

3. 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.

4. 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.

5. 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.

6. 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 Contract; and

   (b) $ [insert dollar amount] _____

7. This Deed of Guarantee will be subject to and construed in accordance with the laws in force in the State or Territory of the Customer's registered address.

8. Where the Contractor has failed to perform under the Contract, the obligations of the Guarantor will continue even though the Contractor has been dissolved or has been made subject to external administration procedures under Chapter 5 of the Corporations Law or any other law.

9. The rights and obligations under this Guarantee will continue until all obligations of the Contractor under the Contract have been performed, observed and discharged.

10. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means.

11. The address for services of notice under this schedule for a party is, in the case of the:

Guarantor
Physical address
Postal address
Phone number
Fax number
Email address

Contractor
Physical address
Postal address
Phone number
Fax number
Email address

Customer
Physical address
Postal address
Phone number
Fax number
Email address

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

12. A notice or other communication 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 three (3) working days;

(c) sent by post from or to an address outside Australia, after ten (10) working 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 the time of resumption of normal business hours);

(e) sent by electronic mail, the next working day; or

(f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED

Signed for and on behalf of [insert name of Contract Authority/Customer]

By [insert name of Contract Authority/Customer representative]

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

Signature of Contract Authority/Customer representative

Print name

Signature of Contract Witness

Print name

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

Signature of Director/Secretary

Print name

Schedule 9 – Deed of Confidentiality

Deed of Agreement dated the [ ] day of [ ] 20 [ ]

Between [insert name of the Government Party ('the Disclosing Party')

[ ]

And [insert name and address of Confidant] ('the Confidant')

[ ]

RECITALS:

a. In the course of the Confidant supplying certain Deliverables for the Disclosing Party (whether directly or indirectly) pursuant to the Contract and/or Agreement, the Confidant will have access to and may become aware of Confidential Information belonging to or in the possession of the Disclosing Party.

b. Improper use or disclosure of the Confidential Information would severely damage the Disclosing Party's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Disclosing Party.

c. The Disclosing Party requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Disclosing Party's Confidential Information is kept confidential and that the Confidant provides the Deliverables faithfully and without any conflicting interest.

d. This Deed sets out the terms on which the Confidant will have access to the Confidential Information.

What is agreed:

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

2.1 Definitions

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

"Agreement" means the agreement between the Contract Authority and the Contractor for the supply of the Deliverables dated [insert date]

"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
(b) the Confidant knows or ought to know is confidential; and
(c) includes but is in no way limited to:

(i) the Deliverable;
(ii) materials including the financial, the corporate and the commercial information of the Disclosing Party;
(iii) any material which relates to the affairs of a third party;
(iv) information relating to the strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service.

But does not include anything which the Confidant establishes:

(i) was in the public domain at the time it was received by the Confidant;
(ii) entered the public domain after being received by the Confidant; or
(iii) that the Confidential Information was disclosed pursuant to the terms of this Agreement,

unless it entered the public domain due to a breach of confidentiality by the Confidant; or which the Confidant establishes was received by it from another person before or after it was received from the Customer, if the other person did not breach any law or agreement by giving it to the Confidant.

"Contractor" means [insert name of Contractor]

"Customer" has the same meaning as in the Contract.

"Contract" means the contract between the Customer and the Contractor for the supply of the Deliverables dated [insert date].

"Customer's Materials" means any documentation, information or material supplied by or on behalf of the Customer, or a Customer to the Confidant;

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

"Express Purpose" means the Confidant performing the obligations under the Contract and/or Agreement.

"Intellectual Property Rights" includes copyright, moral rights, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia.

"Notice" means notice in writing given in accordance with this Deed; and

"Records" includes any information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Contract and/or Agreement;

"State" means the State of [insert jurisdiction].

2.2 General

2.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply

2.2.2 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.

2.2.3 If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

2.2.4 A singular word includes the plural, and vice versa.

2.2.5 A word which suggests one gender includes the other gender.

2.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

3.1 The Confidant must not disclose the Confidential Information to any person without the prior written consent of the Disclosing Party.

3.2 The Disclosing Party may grant or withhold its consent in its discretion.

3.3 If the Disclosing Party grants its consent, it may impose conditions on that consent, including a condition that the Confidant procures the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.

3.4 If the Disclosing Party grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 Despite clause 3.1, the Confidant may disclose the Confidential Information to its directors, officers, employees, and contractors ("permitted recipients") where such disclosure is essential to carrying out their duties owed to the Disclosing Party or in accordance with this Deed.

3.6 Before disclosing the Confidential Information to a permitted recipient, the Confidant 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.

3.7 The Confidential Information must not be copied or reproduced by the Confidant or the permitted recipients without the expressed prior written permission of the Disclosing Party, except as for such copies as may be reasonably required for the purposes of this Deed.

3.8 The Disclosing Party may at any time require the Confidant to promptly arrange for the permitted recipients to execute a Deed of Confidentiality substantially in the form of this Deed.

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

3.10 The requirements of this Deed do not affect the obligation of the Confidant to disclose any Confidential Information where it is required to be disclosed at law.

4. Restriction on use

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

4.2 The Confidant must, unless otherwise authorised by the prior written consent of the Disclosing Party:

(a) treat as confidential and secret all of the Confidential Information which the Confidant has already acquired or will acquire from the Disclosing Party;

(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 Contract / Agreement for a period of 6 years.

6. Rights of the Disclosing Party

6.1 Production of Documents

6.1.1 The Disclosing Party may demand the delivery up to the Disclosing Party of all documents in the possession or control of the Confidant containing the Confidential Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Disclosing Party makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose the Disclosing Party or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

The Disclosing Party may take legal proceeding against the Confidant 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 Confidant is liable for and agrees to indemnify and keep indemnified the Disclosing Party in respect of any claim, damage, loss, liability, cost, expense, or payment which the Customer suffers or incurs as a result of:

7.1.1 a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or

7.1.2 the disclosure or use of the Confidential Information by the Confidant 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 Disclosing Party 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 Disclosing Party unless by its express consent in writing.

10. Remedies cumulative

10.1 Cumulative

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

10.2 Other Instruments

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 and the Commonwealth of Australia.

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 Confidant, at the Confidant'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 [name and position of person signing]

for and on behalf of the [insert name of Disclosing Party]

for and on behalf of the Crown in right of the State of [insert name of State]

but not so as to incur any personal liability.

Signature of Disclosing Party

Signature of Witness

Print name

Print name

Schedule 10 – Privacy

CONTRACTOR'S PRIVACY OBLIGATIONS

Pursuant to clause 10.2 of the contract, the Contractor agrees:

1 to use, access, retain or disclose Personal Information obtained during the course of providing the Deliverables under the Contract only for the purpose for which the Personal Information was acquired;

2 not to do any act or engage in any practice that would breach an Information Privacy Principle, or which if done or engaged in by the Customer, would be a breach of that IPP;

3 to comply with, carry out and discharge to the maximum extent possible, the obligations contained in the IPP's as if it were the Customer carrying out and discharging those obligations;

4 to notify the Customer immediately upon becoming aware of a breach or possible breach of any of the obligations contained in or referred to in this Schedule, whether by the Contractor or its Personnel;

5 to notify the individuals affected, that complaints about acts or practices in relation to such individuals' Personal Information may be investigated by the Privacy Commissioner;

6 to comply with all reasonable directions of the Customer in relation to the care and protection of Personal Information held in connection with the Contract and in addition thereto, take all reasonable measures to ensure that such information is protected against loss, unauthorised access or use, modification or disclosure and against other misuse;

7 to ensure that any Personnel of the Contractor who is required to deal with the Personal Information for the purposes of the Contract is made aware of the obligations of the Contractor under this Schedule; and

8 to ensure that any other agreement with any Personnel who may be fulfilling a requirement in relation to the Contract which includes the handling of Personal Information, contains the same or equivalent obligations to this Schedule which are enforceable by the Contractor against the Approved Party or the subcontractor, as applicable.

Schedule 11 – Escrow Deed of Agreement

Deed of Agreement dated the [ ] **day of** [ ] **20** [ ]

Between [insert name, and ACN/ABN, if applicable] (in this Deed called the "Escrow Agent") of the first part

[ ]

And [insert name, and ACN/ABN if applicable]
(in this Deed called "the Contractor") of the second part

[ ]

And [insert name of Government Party] (in this Deed referred to as "the Principal") of the third part

[ ]

RECITALS:

a. By Agreement made on the ..... day of 200 , the Contractor has agreed to grant a licence to the Principal to use the Licensed Software.

b. The Contractor and the Principal have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as Escrow Agent and to hold the Source Code and Supporting Material for the Licensed Software on the following terms and conditions.

NOW THIS CONTRACT WITNESS:

1. Interpretation

In this Deed the following words have the following meaning:

"Agreement" means the agreement pursuant to which the Contractor has granted a license to the Principal to use the Licensed Software and referred to in Recital (a);

"Contract Specifications" has the same meaning as in the Agreement;

"Deed" means this Escrow Deed of Agreement;

"Defect" means a defect, error or malfunction in that software such that the Licensed Software does not comply with and cannot be used in accordance with the Contract Specifications;

"Escrow Fee" means the fees set out in Attachment 1 of this Deed;

"Insolvency Event" means that a Party to this Deed:

(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 controller within the meaning of the Section 9 of the Corporations Act 2001 (Cth) or similar officer or appointed to all or any of its property; or

(g) 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.

"License Agreement" means the agreement pursuant to which the Contractor has granted a licence to the Principal to use the Licensed Software;

"Licensed Software" means the software specified in Attachment 2 of this Deed and includes any Update or New Release of that software provided to the Principal under the Licence Agreement and any material related to the Licensed Software such as, but not limited to, flow charts, logic diagrams and listings that the Contractor makes generally commercially available from time to time;

"New Release" means software which has been produced primarily to extend, alter or improve the Licensed Software by providing additional functionality or performance enhancement (whether or not Defects in the software are also corrected) while still retaining the original designated purpose of the Licensed Software;

"Software Support Services" means the services to be provided by the Contractor under Module 5 of the Agreement;

"Source Code" means the Licensed Software expressed in human-readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of the Licensed Software and that is deposited with the Escrow Agent in accordance with this Deed;

"Supporting Material" means all of the material and data developed and used in and for the purpose of creating the software including (but not limited to) compiled object code, tapes, operating manuals and other items listed in Attachment 3;

"Update" means software which has been produced primarily to overcome Defects in, or to improve the operation of, the Licensed Software without significantly altering the Contract Specifications whether or not the Licensed Software has also been extended, altered or improved by providing additional functionality or performance enhancement.

1.2 In this Deed, unless the contrary intention appears:

(a) monetary references are references to Australian currency;

(b) the clause and sub clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross reference to a clause number is a reference to all its sub clauses;

(d) words in the singular number include the plural and vice versa;

(e) words importing a gender include any other gender;

(f) a reference to a person includes a partnership and a body whether corporate or otherwise;

(g) a reference to a clause or sub clause is a reference to a clause or sub clause of this Deed;

(h) a reference to an Attachment is a reference to an Attachment to this Deed;

(i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.3 Where an obligation is imposed on a party under this Deed;, that obligation shall include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

2 Duration

Subject to Clause 9 and to all applicable fees under this Deed being paid by the Principal in accordance with this Deed, this Deed remains in force until the Source Code and Supporting Material is released in accordance with this Deed or this Deed is terminated or expires in accordance with its terms.

3. Appointment of Escrow Agent

The Escrow Agent is hereby appointed jointly by the Principal and the Contractor to hold the Source Code and Supporting Material and, if the conditions for release under Clause 8 are met, to release the Source Code and Supporting Material in accordance with this Deed.

4. Contractor's Obligations

4.1 The Contractor shall deliver to, and deposit with, the Escrow Agent one copy of the Source Code and the Supporting Material within 7 days of the date of this Deed (or such other time as otherwise agreed).

4.2 The Contractor shall maintain, amend, modify, up-date and enhance the Source Code and Supporting Material quarterly and shall ensure on a quarterly basis that the Source Code and Supporting Material deposited with the Escrow Agent is kept fully up-to date and accurately reflects the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software.

4.3 The Contractor warrants to the Principal that the Source Code and Supporting Material is, to the best of the knowledge of the Contractor, free from any virus or program device which would prevent the Licensed Software from conforming with the Contract Specifications or which would prevent or impede a thorough and effective verification thereof.

5. Escrow Agent's Obligations

5.1 The Escrow Agent shall accept custody of the Source Code and Supporting Material on the date of delivery in accordance with sub clause 4.1 of this Deed and, subject to the terms and conditions of this Deed, shall hold the Source Code and Supporting Material on behalf of the Principal and the Contractor.

5.2 The Escrow Agent shall take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Source Code and Supporting Material while it is in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Source Code and the Supporting Material.

5.3 The Escrow Agent shall bear all risks of loss, theft, destruction of or damage to the Source Code and Supporting Material while it is in the Escrow Agent's possession, custody or control where such loss, theft, destruction or damage is caused by negligence default, willful damage or recklessness of the Escrow Agent or its employees or agents.

5.4 If the Source Code and Supporting Material is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent shall immediately notify the Principal and the Contractor.

5.5 Unless this Deed is terminated in accordance with clause 9.2(b) the Contractor shall, upon receipt of notice from the Escrow Agent under clause 5.4, promptly deposit a replacement copy of the Source Code and Supporting Material with the Escrow Agent.

5.6 Without limiting any other rights the Contractor and the Principal may have under this Deed or at law, where the loss, damage or destruction of the Source Code and Supporting Material is caused by the negligent, willful, reckless or unlawful act or omission of the Escrow Agent, the Escrow Agent must reimburse the Contractor for the reasonable cost of depositing a replacement copy of the Source Code and Supporting Material.

5.7 The Escrow Agent is not obliged to determine the nature, completeness or accuracy of the Source Code and Supporting Material lodged with it.

6. Escrow Fee and Expenses

6.1 The Principal shall pay all applicable Escrow Fees plus any applicable GST to the Escrow Agent.

6.2 All expenses and disbursements incurred by the Escrow Agent in connection with this Deed shall be borne wholly and completely by the Escrow Agent.

6.3 All expenses and disbursements incurred by the Contractor in connection with this Deed shall be borne wholly and completely by the Contractor.

7. Testing and Verification

7.1 The Principal may, in the presence of and under the supervision of the Contractor, analyse and conduct tests in relation to the Source Code and Supporting Material for verification purposes.

7.2 The Principal may engage an independent assessor to undertake analysis and tests of the Source Code and Supporting Material for verification purposes, on its behalf.

7.3 The Escrow Agent shall release the Source Code and Supporting Material to the independent party upon presentation of a release form signed by the Principal and the Contractor specifying the material to be released and identifying the person to whom that material may be released.

7.4 The Source Code and Supporting Material released pursuant to clause 7.3 must be returned to the Escrow Agent or its employees or agents and the Principal shall ensure that the confidentiality of the Source Code and Supporting Material so released is preserved and that it is not used for any purpose other than the verification that the Contractor has complied with its obligations under this Deed.

8. Release of the Source Code and Supporting Material

8.1 The Escrow Agent shall not release, or allow access to, the Source Code and Supporting Material except in accordance with the provisions of this Deed.

8.2 The Escrow Agent shall release the Source Code and Supporting Material to the Principal upon written notice from the Principal in the form of a statutory declaration setting out in detail the grounds upon which the release is sought, by an officer of the Principal that:

(a) an Insolvency Event has occurred in relation to the Contractor and the Contractor materially breaches its obligations in respect of the provision of Software Support Services and the breach has not been substantially rectified by the Contractor within 20 business days of the Principal providing the Contractor with written notice of the breach, particularising the acts or omissions that constitute the breach; or

(b) the Contractor has ceased for any reason, other than the Principal ceasing to acquire the Contractor's support services, to maintain or support the Licensed Software; or

(c) the Agreement has been lawfully terminated by the Principal for substantial breach of contract by the Contractor.

8.3 If the Principal wishes the Escrow Agent to release the Source Code and Supporting Material to it, upon the occurrence of any of the events specified in paragraphs (a) to (c) of Clause 8.2, the Principal must provide written notice in the form of a statutory declaration setting out in detail the grounds upon which the release is sought of such event to both the Escrow Agent and the Contractor. If the Contractor does not, within 20 business days of receiving the notice, rectify the event specified in paragraphs (a) to (c) of Clause 8.2, the Principal shall exercise its right in writing to require the Escrow Agent to immediately release the Source Code and Supporting Material to the Principal ("Final Release Notice"). The Escrow Agent shall release the Source Code and Supporting Material to the Principal promptly after receiving the Final Release Notice.

8.4 Where the Agreement has been lawfully terminated by the Contractor, and/or where the Principal has agreed to the release, or where this Deed is lawfully terminated by the Contractor, or the Escrow Agent, for substantial breach of this Deed by the Principal, or in circumstances where the Contractor is not obligated under the Agreement to execute a substantially similar Deed to replace this Deed, the Escrow Agent shall, upon written request from each of the Parties, release the Source Code and Supporting Material to the Contractor.

8.5 In the event that the Source Code or Supporting Materials are released to the Principal under this Deed, the Principal:

(a) has no wider rights to use the Source Code and Supporting Materials that it has in relation to the Licensed Software under the License Agreement and the Source Code and Supporting Materials must be used only to maintain the Licensed Software and the Principal must not do or allow to be done any act which is inconsistent with the Contractor's (or its licensor's) rights in the Source Code and Supporting Materials; and

(b) must keep the Source Code and Supporting Materials strictly confidential and must not use them for any purpose other than that referred to in Clause 8.5 (a).

This Clause 8.5 (b) survives expiry or termination of this Deed.

9. Termination

9.1 The Escrow Agent may, by giving 3 months prior written notice to the Principal and the Contractor, terminate this Deed subject to the pro-rata refund of any advance payment of the Escrow Fee.

9.2 The Principal or the Contractor may terminate this Deed immediately if the Escrow Agent:

(a) has become subject to any form of insolvency administration; or

(b) is in breach of any obligation under this Deed so that there is a substantial failure by the Escrow Agent to perform or observe this Deed.

9.3 If this Deed is terminated in accordance with this clause while the License Agreement remains in force, and the Principal continues to use the Licensed Software, the Principal and the Contractor shall enter into a new Escrow agreement of Agreement on substantially the same terms and conditions as are set out in this Deed, with an alternative escrow agent who is acceptable to both the Principal and the Contractor.

9.4 The Principal and the Contractor may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this Deed, however no refund of advance payment of the Escrow Fee will be payable.

10. Confidentiality

10.1 The Escrow Agent shall not, except as permitted by this Deed, make public or disclose to any person any information about this Deed or the Source Code and Supporting Material.

10.2 The Escrow Agent shall not reproduce, or cause to have reproduced, a copy of the Source Code and Supporting Material or any part thereof.

10.3 The obligations under this clause shall survive the termination of this Deed.

11. Compliance with Laws

11.1 The Escrow Agent shall in carrying out this Deed comply with the provisions of any relevant Statutes, Regulations, By-Laws and the requirements of any Commonwealth, State or local authority.

12. Resolution of Disputes

The Parties agree to resolve any conflicts or issues between them in relation to this Deed as follows:

Negotiation

(a) if there is a disagreement between the Parties arising out of this Deed (a ***Dispute***), then within 10 business days of a Party notifying the other party or Parties of the Dispute, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

Mediation

(b) If the Dispute is not settled within 10 business days of notification under Clause 12 (a), the Parties must submit the Dispute to mediation administered by one of the following bodies as agreed by the Parties:

(i) the Australian Commercial Disputes Centre Limited (ACDC);

(ii) the Institute of Arbitrators and Mediators Australia (IAMA); or

(iii) Lawyers Engaged in Alternative Dispute Resolution (LEADR); or

failing agreement, the ACDC.

(c) The mediator will be an independent person agreed between the Parties or, failing agreement, a mediator will be appointed by the President of the body determined under Clause 12(b).

(d) Any mediation meetings and proceedings under this Clause must be held in Sydney, New South Wales.

Court proceedings and other relief

(e) A Party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in this Clause, unless the Party seeks injunctive or other interlocutory relief.

Continuation of rights and obligations

(f) Despite the existence of a Dispute, each party must continue to perform this Deed.

13. Applicable Law

This Deed shall be governed by and construed in accordance with the laws from time to time in force in New South Wales. The Parties shall submit to the exclusive jurisdiction of the courts of New South Wales.

14. Variation and Waiver

14.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Escrow Agent, the Principal and the Contractor.

14.2 A waiver by one Party of a breach of a provision of this Deed by another Party shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of a Party to enforce a provision of this Deed shall not be interpreted to mean that Party no longer regards that provision as binding.

15. Assignment

The Contractor, Principal and the Escrow Agent, or either of these, shall not assign, in whole or in part, its benefits under this Deed without the written consent of the other two Parties, which shall not be unreasonably withheld.

16. Severability

Each provision of this Deed, and each part of it shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part shall be severed and the remainder shall be read and construed as if the severable part had never existed.

17. Notices

17.1 A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means. The address for services of notice for a party is, in the case of the:

Escrow Agent:

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

Contractor:

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

Principal:

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

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

17.2 A notice or other communication 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 three (3) business days;

(c) sent by post from or to an address outside Australia, after ten (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 the time of resumption of normal business hours);

(e) sent by electronic mail, only in the event that the other party acknowledges receipt by any means; or

(f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED

The Common Seal of [insert Escrow Agent'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]

Signature of Director/Secretary	**Signature of Director/Secretary**
Print name	**Print name**

The Common Seal of [insert Contractor'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]

Signature of Director/Secretary	**Signature of Director/Secretary**
Print name	**Print name**

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

By [insert name of Principal's representative]

in the presence of [insert name of witness not a party to this Deed]

Signature of Director/Secretary	**Signature of Director/Secretary**
Print name	**Print name**

Escrow Deed of Agreement

ATTACHMENT 1

Details of Escrow fees:

Escrow Deed of Agreement

ATTACHMENT 2

Details of licensed software to be held in Escrow

Source Code:

Flow Charts:

Diagrams:

Listings:

Escrow Deed of Agreement

ATTACHMENT 3

Supporting materials

Insert details of support material relevant to the Licensed Software, for example:

- technical documentation sufficient to allow a competent computer programmer to understand and maintain the version of the software to which the documentation relates.
- relevant maintenance tools and compilers and assemblers (if standard tools, description thereof will suffice) and third party software utilities.
- description of code generation.
- description of third party software required for support and availability thereof.
- identification of key personnel involved with the development of the software.
- operational manuals, listings, flow charts etc.
- details of machine/processor/system configuration.

Schedule 12 – Variation Procedures

1. **PROCEDURES**

1.1 Each variation request or recommendation must be submitted in a form substantially similar to the form attached to this Schedule.

1.2 For each variation request or recommendation submitted:

(a) the Parties must evaluate the request or recommendation and, as appropriate:

i. request further information;
ii. provide a Contract, Price and performance impact summary including amendments to the terms of the Contract;
iii. notify approval or rejection to the other Party of the variation;
iv. arrange for two copies of an approved variation to be signed by or on behalf of both Parties; and
v. if required by the Contract, submit the variation to the Contract Authority for its written approval.

(b) a sequential number to the variation must be allocated by the Parties;

(c) the variation 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;
xi. accepted.

1.3 Time limits apply for Contract Variation evaluation and authorisation as follows:

(a) A Party will respond to a Contract Variation request or recommendation by providing an evaluation in accordance with paragraph 1.2 of this Schedule within 10 working days of receipt of the request or recommendation; and

(b) The Contractor must act on the Contract Variation within 7 days of the Contract Variation being approved and signed by the parties.

1.4 Notwithstanding the foregoing, if after a variation has been approved and signed by both Parties, and the Customer no longer wishes to proceed with the variation, the Customer must:

(a) notify the Contractor accordingly in writing;

(b) pay the reasonable costs incurred by the Contractor incidental to implementing the Contract Variation;

and the variation shall thereafter cease to have effect. The Parties shall continue to perform their obligations under the Contract as if the variation request or recommendation had never been made.

VARIATION REQUEST FORM

Guide Note: If the proposed variation will vary the Contract terms, specifications or any other documents forming part of the Contract, draft amendments must be attached.

Variation request no

Date proposed

Date of expiry of validity of variation request

Originator

Variation proposal: *(full details of variation including specifications, document identification, and reason for Variation)*

Clauses affected by variation request: *(Insert amendments to clauses in the Contract, relevant Contract Schedules including Service Level Agreement) (note that variations to the Agreement Clauses require the Contract Authority's approval(clause 7.2))*

Impact of variation *(Contractor to advise)*

Effect on Charges

Manpower required

Effect of variation on performance

Effect on Documentation

Effect on training

Effect on users of system

Any other matters which the parties require to be considered

The means of Implementing the variation: (Contractor to advise)

Implementation plan and timetable:

Personnel:

The responsibilities of the Parties for implementing the variation

The date the variation is to be ready for Acceptance Testing

Charges payable to the Contractor by the Customer or as varied by variation

Payment Profile: (Charges to apply)

THE CONTRACT IS VARIED IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT VARIATION REQUEST

Signed by [name and position of person signing]

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

in the presence of

Signature of Customer | **Signature of Witness**

Print name | **Print name**

Signed by [name and position of person signing]

for and on behalf of the [insert name of Contractor]

in the presence of

Signature of Contractor | **Signature of Witness**

Print name | **Print name**

The (Contract Authority) hereby endorses its consent to this Variation.

Request No

Schedule 13 – Risk Management

FORMAT OF A RISK MANAGEMENT PLAN

1 Procurement context
1.1 Description of the procurement

1.2 Identify the procurement environment and stakeholders

1.3 Identify the risk criteria of the procurement

1.4 Plan the key stages of the procurement

2 Risk identification
2.1 Identify and schedule potential risks and their impacts

2.2 Risk analysis

2.3 Assess risk likelihood and consequences

2.4 Determine risk levels

3 Risk assessment
3.1 Undertake risk priority ranking

3.2 Determine risks to be accepted and monitored

3.3 Identify risks to be treated

4 Risk treatment
4.1 Evaluate and select risk treatment options

4.2 Prepare risk treatment plans and implementation strategies

5 Ongoing monitoring
5.1 Develop schedule for ongoing review

Schedule 14 – Management Fee Audit Confidential Disclosure Agreement

Effective Date:

Auditor (Company):

This Confidential Disclosure Contract is entered into by and between the Contractor ("**Contractor**") ABN and the "Auditor", which has been engaged by the State Contracts Control Board ("**Board**") to carry out a review of the Contractor's records and systems in connection with the Agreement referred to in clause 1 below as notified to the Contractor by the Board on [date] ("**the Audit**").

The Contractor and the Auditor agree in relation to the confidential information disclosed to the Auditor by the Contractor as follows:

1. **Disclosure of Information**. The Audit relates to the following Agreement between the Board and the Contractor "**Contract**"), and is to be governed by the terms and conditions contained therein:

   Name of Agreement :

   In accordance with the clause 3.1.12 of the Agreement the Contractor will disclose to the Auditor all information that the Auditor may reasonably require in connection with the following purposes:

The Contract Authority may take such measures as are reasonable in all the circumstances (including the appointment of an auditor) to verify that the Contractor has paid the correct amount of Management Fee due to the Contract Authority. If the Contract Authority appoints an auditor (being an auditor who must not be a competitor of the Contractor), the Contract Authority will inform the Contractor in writing of the appointment. The Contractor agrees to cooperate with the auditor appointed by the Contract Authority including providing access within 10 working days of the written notification from the Contract Authority that an audit will take place, to information about all sales of Deliverables made to Eligible Customers (whether pursuant to an Order or otherwise), copies of all contracts, orders and invoices between the Contractor and any Eligible Customers.

2. **Representatives**. The officer(s) responsible for disclosing or receiving Confidential Information are:

   On behalf of the Contractor:

   Name: _____

   Title:

   The Contractor's address:

   Other officer: _____

   On behalf of Auditor:

   Name: _____and any other partner or employee of the Auditor who is involved in the Audit or has a need to know in connection with the Audit.

   Title:

   Work Address of Auditor's representative above: _____

3. **Definition of Confidential Information**. The "Confidential Information" disclosed under this Agreement is all information in any form received in connection with the Audit. A recipient of Confidential Information under this Agreement shall have a duty to protect all such Confidential Information whether expressly disclosed as Confidential Information or not.

4. **Disclosure Period and Term**. This Agreement controls only Confidential Information which is disclosed between the Effective Date and 3 months thereafter ("Disclosure Period"). The Auditor's duty to protect Confidential Information disclosed under this Agreement expires three (3) years after the end of the Disclosure Period ("the Term").

5. **Use of Confidential Information**. The Auditor shall use, and shall ensure that any of its employees or contractors use, the Confidential Information for the sole purpose of fulfilling the Auditor's obligations to the Board in relation to the Audit.

6. **Protection of Confidential Information**. The Auditor shall not disclose the Confidential Information to a third party other than the Board, and solely for the purposes for which the information was disclosed and where such persons have a need to know. The Auditor shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use, dissemination or publication of the Confidential Information as the Auditor uses to protect its own confidential information of a like nature. For the avoidance of doubt, the Auditor's partners and employees referred to in clause 2 are not third parties for the purposes of this clause.

7. **Exclusions**. This Agreement imposes no obligation upon a Recipient of the Auditor with respect to the Confidential Information which:

   (a) is or becomes a matter of public knowledge through no fault of the Recipient;
   (b) is required to be disclosed under operation of law; or
   (c) is disclosed by the Recipient or the Participant with the Discloser's prior written approval; or
   (d) is disclosed to a party's legal adviser in connection with the Review or this agreement.

8. **Proprietary Rights**. Neither party to this Agreement acquires any intellectual property rights or any other rights under this Agreement except the limited right to use set out in paragraph 5 above.

9. **General**. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement shall be governed by the laws of the State of New South Wales and shall be subject to the jurisdiction of the Courts in Sydney, Australia.

CONTRACTOR: **ABN/ACN:**	**AUDITOR:** **ABN/ACN:**
Authorised Signature:	Authorised Signature:
Name:	Name:
Title:	Title:
Date:	Date:

MODULE 03 – LICENSED SOFTWARE

1. INTERPRETATION

1.1 The terms and conditions included in this Module 3 form part of the Contract and apply when a Customer places an Order for Licensed Software.

1.2 In this Module, unless the contrary intention appears:

"Class" means the class of licence applicable to the Licensed Software specified in the Order.

"Designated Equipment" means the equipment specified in the Order upon which the Licensed Software is installed.

"Licence" means the licence granted by the Contractor to the Customer in respect of the Licensed Software under the Contract.

"Licensed Software" means the software specified in the Order.

"Licence Period" means the period of the Licence specified in the Order or if no period is specified the Contractor grants to the Customer a perpetual, royalty-free licence to use the Licensed Software from the AAD in accordance with the Contract.

"Major Version" means a version of the Licensed Software that includes major enhancements or new functionality and which is denoted by a change to the left of the first decimal point (e.g. v6.0 to 7.0).

"Minor Version" means a functional enhancement of the License Software denoted by a change to the right of the first decimal point (e.g. v6.1 to 6.2).

"Software Support Services" means the Services the Contractor agrees to provide for the Licensed Software where an Order is placed under Module 5 of this Agreement.

"Warranty Period" means for Licensed Software, the first 90 days after the AAD or any greater period specified in the Order.

1.3 Other capitalised words and expressions used in this Module are defined in Part 2 of the Agreement.

2. SCOPE OF LICENCE

2.1 The Contractor grants to the Customer a non-exclusive Licence of the Class specified in the Order to use the Licensed Software on the Designated Equipment (if any) in machine-readable form together with the Documentation for the Licence Period. Unless otherwise specified in the Order, the Customer may only install, store, load, execute and display one copy of the Licensed Software on one device at a time for the Customer's internal business purposes.

2.2 Subject to clause 4.1(f) the Licence granted to the Customer is non transferable.

3. CONTRACTOR'S RIGHTS IN THE LICENSED SOFTWARE

3.1 All rights not expressly granted the Customer are reserved solely to the Contractor. The Customer acknowledges that:

(a) ownership in the Licensed Software (including any modifications, enhancements and adaptations to

it) does not pass to the Customer and the Customer may use the Licensed Software only in accordance with the Contract; and

(b) the provisions of clause 9.2 of Part 1 of this Agreement do not apply to the Licensed Software or any modifications, enhancements and adaptations to it.

3.2 The Customer agrees that it will not:

(a) use the Licensed Software contrary to the provisions of clauses 4, 6, or 12 of this Module; or

(b) do anything that would prejudice the Contractor's right, title or interest in the Licensed Software except in accordance with its rights under the Contract.

4. LICENCE RIGHTS

4.1 Unless otherwise specified in the Order, the Contractor grants the Customer a non-exclusive licence to:

(a) install the Licensed Software without affecting any applicable warranty provided by the Contractor under the Contract;

(b) carry out Acceptance Tests in respect of the Licensed Software;

(c) reproduce the Licensed Software to the extent permitted under the Copyright Act (Cth) 1968 ("the Act"), including but not limited to rights granted to the Customer under sections 47B(3) and sections 47C, 47D, 47E or 47F of the Act. Any provision which is inconsistent with any such subsection or section of the Act will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections;

(d) use the Documentation supplied by the Contractor in support of the Customer's use of the Licensed Software;

(e) make such number of copies of the Licensed Software as are reasonably required for:

(i) backup and security; or

(ii) in-house educational and training purposes; and

(f) transfer the Licence to another Eligible Customer (as that term is defined in clause 4 of Module 18 (**Whole of Government Requirements**), subject to:

(i) the prior written consent of the Contractor (such consent not to be unreasonably withheld); and

(ii) the other Eligible Customer agreeing to comply with any conditions that the Contractor may reasonably impose.

4.2 The Contractor does not warrant that the Licensed Software will perform error free or uninterrupted, provided that nothing in this clause 4.2 limits the Contractor's obligations in relation to any warranties or the rectification of Defects.

5. WARRANTY PERIOD

5.1 Without limiting any other rights of the Customer, the Contractor must promptly rectify any Defect in the Licensed Software that occurs during the Warranty Period in accordance with clauses 11.4 and 11.5 of Part 1 of the Agreement.

6. PROTECTION AND SECURITY OF THE LICENSED SOFTWARE

6.1 The Customer will:

(a) if and to the extent required by the Order, maintain records of the location of all copies of the Licensed Software;

(b) refrain from altering or removing a copyright statement or other notice of ownership of Intellectual Property rights which accompanies the Licensed Software; and

(c) ensure that, prior to the disposal of any media, any Licensed Software contained on it has been erased or destroyed.

6.2 The Customer will upon reasonable written notice from the Contractor allow the Contractor to make investigations in any reasonable manner to verify the Customer's compliance with the Licence.

7. UPDATES AND NEW RELEASES

7.1 If the Customer has purchased Software Support Services for the Licensed Software, the Contractor must offer the Customer all Updates to and New Releases of the Licensed Software during the Licence Period.

7.2 The Contractor must provide training at the costs set out in the Order to enable the Customer including its Personnel, to operate the Update or New Release on the Designated Equipment.

7.3 The Customer is to notify the Contractor within 30 days from the receipt of the offer if it rejects the offer by the Contractor, of an Update or New Release. The Contractor must continue to maintain the last Minor Version of a Major release for 24 months from the date when a new Major Version becomes generally available.

7.4 If the Customer accepts the Update or New Release:

(a) the Contractor if requested by the Customer shall install an Update or New Release of the Licensed Software, co-ordinating and scheduling such installation with the Customer. The cost of such installation services (if any) will be on a Time and Materials basis;

(b) the Contract Specifications of the Licensed Software will be deemed to be amended to the extent that the specifications for the Update or New Release supersede the existing Contract Specifications;

(c) the Customer must upon request return to the Contractor all copies of the original Licensed Software or the part that has been superseded by the Update or New Release or otherwise deal with all such copies in accordance with the Contractor's directions;

(d) the Contractor must offer to the Customer Updates for the Licensed Software including any enhancements or modifications to the Licensed Software as they become available at no additional charge;

(e) the Contractor must offer to the Customer New Releases for the Licensed Software including for any enhancements or modifications to the Licensed Software as they become available at no charge where the Contractor makes such New Releases generally available to other customers under similar circumstances at no charge; and where there is a charge, the charges shall be as specified in the Order; and

(g) the Contractor must specify in the Order any additional software that it considers does not fall within an Update or New Release and which it intends to charge the Customer for during the Contract Period.

8. CHANGE OF DESIGNATED EQUIPMENT

8.1 If use of the Licensed Software is specified in the Order to be restricted to use on Designated Equipment, the Customer may:

(a) by way of Change Request, transfer the Licensed Software to alternative equipment of substantially the same purpose, capacity and performance standards; and

(b) use the Licensed Software on any back-up hardware while the Designated Equipment is for any reason temporarily inoperable.

8.2 If the Customer requires the Contractor to assist with the transfer of the Licensed Software, then a Change Request is to be raised.

9. TERMINATION

9.1 The Customer may terminate the Licence for convenience by providing the Contractor with 30 days prior Notice in Writing of its intention to terminate the Licence, in which case no refund will be available.

9.2 Unless earlier terminated in accordance with the Contract or otherwise surrendered by the Customer, the Licence remains in force for the duration of the Licence Period.

10. CONSEQUENCES OF TERMINATION OF LICENCE

101 If specified in the Order the Customer will after termination of the Licence destroy or return to the Contractor all copies of the Licensed Software and all related Documentation, save that the Customer may retain a copy of the Licensed Software and its related Documentation as may be reasonably required by the Customer to comply with any relevant Statutory Requirements.

10.2 The Customer's obligation to make any payments under the Contract for use of the Licensed Software shall cease after the date of termination or revocation of the Licence except for any amounts due and payable in respect of the period prior to termination or revocation.

11. NEW LICENCE

11.1 Where the Customer wishes to terminate the Licence and

(a) convert to a different Class of Licence that is offered by the Contractor in respect of the Licensed Software; and

(b) the Contract Price agreed for the new Licence is equal to or greater than the Contract Price that applies to the terminated Licence,

the Parties will follow the procedure set out in clause 17 of Part 1 of the Agreement for establishing a new Contract [and the Contractor shall allow the Customer to set-off against the new Licence the amount that is payable for the balance of the Licence Period by the Customer in respect of the new

Licence, an amount that, on a pro-rata basis, is attributable to the balance of the Licence Period].

12. REVERSE ENGINEERING

12.1 Subject to the Order, the Customer shall not, except to the extent permitted under the Copyright Act 1968 (Cth), reverse assemble or reverse compile the Licensed Software in whole or in part.

MODULE 05 – SOFTWARE SUPPORT SERVICES

Version 2.1

1. INTERPRETATION

1.1 The terms and conditions included in this Module form part of the Contract and apply when a Customer places an Order for Software Support Services.

1.2 In this Module, unless the contrary intention appears:

"Designated Equipment" means the equipment specified in the Order upon which the Supported Software is to be installed and/or used.

"Problem Log" means a brief description of a Defect in a chronological record.

"Service Levels" means the performance metrics, indicators and adjustments for the Software Support Services specified in the Service Level Agreement and/or the Order.

"Software Support Services" means the Services specified in the Order that the Contractor agrees to provide in respect of the Supported Software.

"Supported Software" means the software specified in the Order to be supported by the Contractor including any Updates, New Releases, modifications, enhancements and any material relating to the Supported Software such as, but not limited to, Documentation, flow charts, logic diagrams and listings.

"Support Service Fees" means the fees payable to the Contractor for supplying the Support Services to the Customer Site(s) specified in the Order, which may be on a monthly, quarterly or yearly basis or any other term that is specified in the Order.

"Work-around Solution" means the workaround solution proposed by the Contractor as an interim procedure or alternative that will enable the Customer to continue operations until a Defect has been corrected.

1.3 Other capitalised words and expressions used in this Module are defined in Part 2 of the Agreement.

2. PERIOD OF SERVICES

2.1 The Software Support Services must be provided for the Contract Period unless earlier terminated in accordance with the Agreement. The Software Support Services shall commence at the expiry of the relevant Warranty Period for the Supported Software unless otherwise stipulated to the contrary in the Order. Defect correction and the implementation of Updates and New Releases will be provided free of charge during the Warranty Period unless otherwise specified in the Order.

2.2 If no Contract Period is specified in the Order, then the Software Support Services will be provided from the Commencement Date until either party cancels the Software Support Services by providing 30 days prior written notice to the other.

3. SOFTWARE SUPPORT SERVICES

3.1 The Contractor must provide the Software Support Services in accordance with the Contract.

3.2 The Contractor agrees that the Software Support Services must as a minimum ensure that the:

(a) Supported Software conform to and perform in accordance with the Contract Specifications;

(b) Supported Software performs in accordance with the Service Levels; and

(c) Documentation is provided in accordance with the Contract.

3.3 Software Support Services do not include correction of:

(a) Defects or errors caused by the operation of the Supported Software or the Designated Equipment in a manner contrary to the Contract Specifications;

(b) Defects of errors caused by modifications or alterations of the Supported Software not authorised by the Contractor;

(c) Defects or errors caused by equipment maintenance not provided by the Contractor;

(d) Defects of errors caused by computer programs other than the Supported Software; and

(e) Data Correction.

3.4 Any additional services provided that are not included in Software Support Services supplied by the Contractor may be supplied on a Time and Materials basis.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer must if practicable during the Contract Period for the Support Services provide the Contractor with:

(a) access to the Customer's premises during normal working hours or as otherwise agreed as is necessary for the Contractor to supply the Software Support Services; and

(b) information, in the Customer's possession or control that the Contractor reasonably requires to supply Software Support Services.

5. DEFECTS

5.1 If the Customer identifies and notifies the Contractor of a Defect in the Supported Software during the Contract Period, the Contractor will as soon as possible (and, where relevant, within the Service Levels remedy the defect.

5.2 To remedy the Defect, the Contractor shall, before the response times and/or resolution times referred to in the Service Levels have expired, take such measures as are appropriate in all the circumstances (including a Work-around Solution) to enable the Customer to continue to productively use the Supported Software.

5.3 All Software Support Services carried out or supplied by the Contractor pursuant to clause 3.1 are warranted to the same extent as the Supported Software from the date the work was completed or the part was replaced as the case may be.

6. DEFECT LOGGING

6.1 On receipt of notice of a Defect by the Customer under clause 5.1, the Contractor must assign an identification number to the Defect, which will be used by the Parties to identify the Defect.

6.2 The Contractor must maintain an accurate Problem Log for the period of the Software Support Services of all reported Defects and provide the Customer with a call tracking number for problem identification and follow-up.

7. SERVICE LEVELS

7.1 If the Contractor does not achieve the required minimum Service Levels, then the Customer shall be entitled to any performance rebates specified in the Service Level Agreement or the Order.

7.2 The Customer may conduct a review of the Service Levels targets on an annual basis or as otherwise agreed by the Parties in writing during the Contract. The Contractor must not unreasonably refuse to agree to a Change Request to the Service Levels.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer must allow the Contractor reasonable access to the Customer's premises and/or facilities and provide the Contractor with information, in the Customer's possession or control, that the Contractor reasonably requires to supply the Software Support Services.

9. TRANSITION

9.1 On termination and/or expiry of the Support Services for any reason other than for breach by the Customer, the Contractor must render any reasonable assistance to the Customer on the same terms as the Contract to the extent necessary to effect an orderly assumption by a replacement contractor of the performance of the Contractor's obligations under the Contract. Such assistance will be provided on a time and materials basis at the Contractor's then current rates.

MODULE 18 - WHOLE OF GOVERNMENT REQUIREMENTS

PART A:	INTRODUCTION
PART B:	WHOLE OF GOVERNMENT - VARIATIONS TO PART 1 OF THE AGREEMENT (STANDARD TERMS AND CONDITIONS) AND PART 2 OF THE AGREEMENT (DICTIONARY)
PART C:	WHOLE OF GOVERNMENT - VARIATIONS TO MODULE 3 (LICENSED SOFTWARE
PART D:	ADDITIONAL TERMS APPLICABLE TO WHOLE OF GOVERNMENT PROCUREMENT

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PART A: INTRODUCTION

1 APPLICATION

1.1 Where a Eligible Customer places an Order for Deliverables pursuant to an Agreement entered into between the Contractor and the Contract Authority that is for "Whole of Government":

(a) the terms and conditions contained in Part B (**Whole of Government – Variations to Standard Terms and Conditions**):

(i) are incorporated into and form part of Part 1 of the Agreement (**Standard Terms and Conditions**) and/or Part 2 of the Agreement (**Dictionary**), as applicable, and are deemed to amend the foregoing where so specified; and

(ii) will take precedence over Part 1 of the Agreement (**Standard Terms and Conditions**) and/or Part 2 of the Agreement (**Dictionary**) where and to the extent expressly stated;

(b) the terms and conditions contained in Part C (**Whole of Government – Variations to Module 3**) are incorporated into and form part of Module 3 (**Licensed Software**), and are deemed to amend the foregoing where so specified; and

(c) the terms and conditions contained in Part D (**Additional Terms applicable to Whole of Government Procurement**) comprise additional terms applicable to this Module 18.

1.2 In addition to all of the terms of Part 1 of the Agreement (**Standard Terms and Conditions**) which otherwise apply to this Module 18:

(a) clauses 15.2 to 15.4 (inclusive), 15.7.2, 15.7.3, and 15.8 to 15.11 (inclusive) of Part 1 of the Agreement apply to this Module 18; and

(b) for the purposes of clause 15.1 of Part 1 of the Agreement, this clause 1.2 fulfils all of the requirements relating to the application of the clauses referred to in clause 1.2(a) of this Module 18, and nothing further is required to be specified in the Order; and

(c) for the purposes of clause 17.2.3 of Part 1 of the Agreement, this clause 1.2 gives rise to a Contract Variation in relation to the application of the clauses referred to in clause 1.2(a) of this Module 18 (in accordance with the procedures set out in Schedule 12).

1.3 The transferability of licenses and rights under this Module 18 is conditional upon all nine of the Existing Eligible Customers entering into Contracts with the Contractor under this Agreement by **31 December 2009**. In the event that any one or more of the nine Existing Eligible Customers fail to enter into a Contract under this Agreement by that date the licenses and rights granted under this Agreement shall be considered and deemed to be restricted to the particular Eligible Customer individually and non-transferable.

2 INTERPRETATION

2.1 In this Module 18, unless the contrary intention appears, capitalised terms used in this Module 18 shall have the meaning given to them in the applicable part of this Module 18.

2.2 Other capitalised words and expressions used in this Module 18 are defined in Part 2 of the Agreement.

PART B:	WHOLE OF GOVERNMENT – VARIATIONS TO PART 1 OF THE AGREEMENT (STANDARD TERMS AND CONDITIONS) AND PART 2 OF THE AGREEMENT (DICTIONARY)

3 INTERPRETATION – PART B

3.1 The following term shall be added to Part 2 of the Agreement (**Dictionary**):

"Authorised Users " means the authorised users of Eligible Customers specified in the applicable Order.

"Existing Eligible Customers" means any and all of the following nine entities:

- Museum of Applied Arts and Sciences ABN 59 354 516 818 (Powerhouse Museum);
- Rail Corporation New South Wales ABN 59 325 778 353 (RailCorp);
- State Transit Authority of NSW ABN 51 750 635 629 (STA);
- Eraring Energy ABN 31 357 688 069 (Eraring Energy);
- Delta Electricity ABN: 67 139 819 642 (Delta Electricity);
- Transgrid ABN 19 622 755 774 (Transgrid);
- Hunter Water Corporation ABN 46 228 513 446 (Hunter Water Corporation);
- Snowy Hydro Limited ABN 17 090 574 431 (Snowy Hydro);
- Sydney Ferries ABN 46 202 040 027 (Sydney Ferries)

"New Eligible Customers" means any Eligible Customer that is not an Existing Eligible Customer;

"IT Service Providers" means any person or persons providing bureau or outsourced information technology or telecommunications services to the Contract Authority or any Eligible Customers from time to time.

"Licensed Software" has the meaning given to it in Module 3.

4 ELIGIBLE CUSTOMERS

4.1 Part 2 of the Agreement (Dictionary) is amended so that all references to "Eligible Customers" are deemed to be a reference to the following:

(a) the agencies and other bodies employing members of the "public sector service", as that term is defined in section 3 of the *Public Sector Employment and Management Act 2002*; and

(b) State Owned Corporations, as that term is defined in section 3 of the *Stated Owned Corporations Act 1989;*

(c) Existing Eligible Customers; and

(d) New Eligible Customers,

which definition shall apply in substitution for the definition of "Eligible Customers" contained in Part 2 of the Agreement (**Dictionary**), except to the extent provided in clause 4.2 of this Module 18.

4.2 Where an entity falls within the scope of "Eligible Customers" under Part 2 of the Agreement (**Dictionary**) but does not fall within the limited scope of clause 4.1 of this Module 18, that entity will nevertheless be eligible to acquire Products and Services under this Agreement where it appoints an Eligible Customer (as defined in clause 4.1) as the "Lead Agency" in relation to those Products and Services pursuant to clause 21 of this Module 18.

5 PROCUREMENT ON "WHOLE OF GOVERNMENT" BASIS

5.1 Clause 2 (**Agreement Operation**) of Part 1 of the Agreement (**Standard Terms and Conditions**) is amended by the addition of the following clause 2.6:

2.6 PROCUREMENT ON WHOLE OF GOVERNMENT BASIS

The Contractor acknowledges that the Contract Authority is entering into this Agreement for the benefit of all Eligible Customers on a "whole of Government" basis, and that:

(a) the NSW Department of Commerce is appointed as contract manager:

(i) acting for and on behalf of the Contract Authority and all Eligible Customers, for the purpose of carrying out all contract management responsibilities pursuant to this Agreement; and

(ii) acting for and on behalf of each individual Eligible Customer, for the purpose of

carrying out all contract management responsibilities pursuant to each individual Contract;

(b) where reasonably required by the NSW Department of Commerce from time to time, the Contractor must participate in any governance forums established (whether in connection with this Agreement, an individual Contract, or the broader long-term relationship between the Contract Authority and the Contractor) for the purpose of:

(i) promoting a common understanding of any Products and Services offered under this Agreement;

(ii) providing an understanding as to the status of any Deliverables supplied by the Contractor pursuant to any individual Contract, and a summary view of the Contractor's overall performance under this Agreement and all Contracts on a "whole of Government" basis;

(iii) establishing and managing a reporting regime (as contemplated by clause 2.6(c)) that enables the NSW Department of Commerce to fulfill its contract management responsibilities relating to this Agreement and any individual Contracts;

(iv) focusing on decision making by the Parties' respective representatives to ensure that the intent and content of this Agreement and any individual Contracts are upheld by the Parties, that is:

(A) understanding what key decisions the Parties need to make to achieve the required objectives and outcomes of this Agreement and/or any individual Contracts, and ensuring collaborative effort by the Parties' respective representatives and contract teams to achieve the required objectives and outcomes; and

(B) determining whether key decisions are made in a timely and effective manner by the person with the delegated responsibility and level of authority to make those decisions; and

(v) ensuring the development and implementation of processes to identify, assess, monitor and report risks and risk trends to the Parties' representatives and to other stakeholders nominated by the Parties' representatives; minimising to acceptable levels the likelihood of risks materialising; and ensuring that the impact of risks that have occurred will be contained to acceptable levels,

and the Contractor must make available senior personnel at the executive level, and/or senior management directly engaged in the supply of any Deliverables, as required by the NSW Department of Commerce from time to time pursuant to this clause 2.6(b);

(c) the Contractor is required to provide reporting to the NSW Department of Commerce in respect of all Deliverables supplied to Eligible Customers under all Contracts (including associated invoicing and payment details):

(i) on an aggregated "whole of Government" basis in relation to all Eligible Customers; and

(ii) on a disaggregated basis (in respect of individual Eligible Customers),

encompassing both routine and exception reports as required by the NSW Department of Commerce from time to time acting reasonably not more than once in any twelve month period;

*(d) the Contractor acknowledges that the NSW Department of Commerce will act as the representative of the Contract Authority and any Eligible Customers in connection with any issue arising under clause 7 (**Conduct and Dispute Resolution**);*

(e) subject to the restrictions and conditions set out in clause 1.3 of this Module 18, the Contractor acknowledges that the rights granted by the Contractor to any Existing Eligible Customer pursuant to a Contract may be transferred to any other Existing Eligible Customer from time to time in accordance with the terms set out in Module 18;

(f) any functionality that is offered by the Contractor under this Agreement must be made available to all Eligible Customers at their election;

*(g) subject to the restrictions and conditions set out in clause 1.3 of this Module 18, where a Eligible Customer pays for any Software Solution in the course of acquiring Development Services (as those terms are defined in Module 4 (**Development Services**)), or pays for any Contractor Delivered Software (as that term is defined in Module 13 (**Major Project Systems Integration Services**)) as applicable:*

(i) the Contractor shall be required (upon request) to make available a license to use

such Software Solution or Contractor Delivered Software (as applicable) to any other Eligible Customer at no additional cost; and

*(ii) the relevant Software Solution or Contractor Delivered Software (as applicable) must be maintained by the Contractor pursuant to any existing contract with the Eligible Customer relating to Software Support Services (as that term is defined in Module 5 (**Software Support Services**)) or Maintenance and Support Services (as that term is defined in Module 17 (**Maintenance and Support Services**)), as applicable, at no additional cost to the Eligible Customer in excess of the Support Services Fees specified in Module 5 or Module 17 and the Price that would otherwise be payable for the relevant Services;*

(h) all test scripts that are developed for a particular Eligible Customer must be made available to any other Eligible Customers acquiring the same Licensed Software at no additional charge where so required; and

(j) all other terms governing procurement of the Products and Services on a "whole of Government" basis are set out in Module 18.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 In addition to the Intellectual Property rights granted to the Eligible Customer under clause 9.2 of Part 1 of the Agreement (**Standard Terms and Conditions**):

(a) subject to the terms and conditions of the Agreement, the Contractor grants to the Eligible Customer a perpetual, non-exclusive licence to use the Intellectual Property rights:

(i) for use by the Authorised Users for their internal business purposes in accordance with this Agreement and the Documentation; and

(ii) for use by the Eligible Customer's Personnel and permitted subcontractors of the Eligible Customer but only to the extent required by these persons to perform their responsibilities in connection with the scope of authorised use under this Agreement, subject to ongoing compliance by such persons with:

(A) the restrictions on use of the Intellectual Property rights under this clause 9.2; and

(B) the confidentiality obligations contained in clause 9.1 of Part 1 of the Agreement (**Standard Terms and Conditions**) for the Eligible Customer's Personnel;

(b) the Eligible Customer is permitted to transfer any such rights granted under clause 9.2:

(i) subject to the restrictions and conditions detailed in clause 1.3 of this Module 18, to any Eligible Customers (subject always to compliance with the terms and conditions contained in this Agreement); and

(ii) to any IT Service Providers to maintain and configure the Licensed Software and/or the System (as that term is defined in Module 13) (as applicable) for the Eligible Customer, provided that those IT Service Providers:

(A) comply with all applications requirements set out in the Agreement; and

(B) are only permitted to exercise such rights for the benefit of the Eligible Customer.

6.2 Where a Eligible Customer pays for any Software Solution in the course of acquiring Development Services pursuant to Module 4 (**Development Services**) or Contractor Delivered Software pursuant to Module 13 (**Major Project Systems Integration Services**) as applicable, the Contractor shall be required (upon request) to grant a license to use any Intellectual Property Rights in such Software Solution or Contractor Delivered Software to any other to any other Eligible Customer at no additional cost.

6.3 Where the Parties engage in any joint development work relating to any Software Solution or Contractor Delivered Software, the Parties may at their option enter into good faith in relation to any potential opportunities for the joint commercialization of the relevant Software Solution or Contractor Delivered Software.

7 PRICING PRINCIPLES

7.1 Where the Price for a Product and/or Service is not specified in Schedule 3, the Price must be determined consistently with:

(a) the pricing principles (if any) set out in Schedule 3;

(b) Part 1 of the Agreement (**Standard Terms and Conditions**); and

(c) the terms of this clause 7.

7.2 Where and to the extent that any work carried out by the Contractor in relation to the Licensed Software is able to be utilised for the benefit of more than one Eligible Customer:

(a) where and to the extent possible, the benefit of any synergies in the work performed by the Contractor for more than one Eligible Customer must be passed on to all applicable Eligible Customers through:

(i) minimising any duplication in the work performed by the Contractor where it is possible to "reuse" work performed or otherwise reduce the scope of work performed due to the commonality of the Deliverables provided to, or carried out for the benefit of, more than one Eligible Customer; and

(ii) reductions in the Price payable in accordance with paragraph (b); and

(b) in relation to the allocation of costs and / or the Price as between more than one Eligible Customer, the Contractor must ensure that the Price payable by each of the relevant Eligible Customers is decreased so that:

(i) each of the relevant Eligible Customers only bears a proportion of the costs associated with such work; and

(ii) the Contractor must not charge twice or "double dip" (in relation to the Price charged to the relevant Eligible Customers), with the applicable Price to be shared by each of the relevant Eligible Customers in relation to such Deliverables.

7.3 Where the Contractor proposes any effect on the Charges under a Contract Variation, then in addition to the requirements of Schedule 12 of the Agreement:

(a) any increase or decrease in the Charges must be reasonable, and commensurate with the increased or decreased resources that the Contractor requires to perform the varied Change Management Services;

(b) the Contractor must propose any additional Charges on both:

(i) a fixed-price basis; and

(ii) a time and materials basis in accordance with the rates set out in the Order,

and the Eligible Customer may elect which of these two Charging methodologies it wishes to accept; and

(c) the Contractor must provide the Eligible Customer with reasonable documentation to support any increase in the Charges.

8 ASSIGNMENT OR NOVATION

8.1 Clause 19.3 of Part 1 of the Agreement (**Standard Terms and Conditions**) is amended by the addition of the following clause 19.3.4:

19.3.4 Subject to the conditions detailed in clause 1.3 of Module 18, *The* Eligible *Customer may in its sole discretion assign or novate all or any of its rights under any Contract to any other Eligible Customer by providing written notice to the Contractor. If the assignment or novation changes the scope of the obligations or Deliverables to be provided by a Contractor under a Contract, a Contract Variation must be effected. Nothing in this clause 19.3.4 derogates or limits the obligations of the Contractor to provide services (including for the benefit of the transferee) where so required under Module 5 (Software Support Services) or Module 17 (Maintenance and Support Services), as applicable.*

PART C: WHOLE OF GOVERNMENT – VARIATIONS TO MODULE 3 (LICENSED SOFTWARE)

9 INTERPRETATION – PART C

9.1 The following term shall be added to Module 3 (Licensed Software):

"Related Company" means a "related body corporate" as that expression is defined in the Corporations Act 2001.

10 RIGHTS OF USE IN RELATION TO LICENSED SOFTWARE

10.1 In addition to the rights granted to the Eligible Customer under Module 3 (Licensed Software):

(a) the rights granted to the Eligible Customer by the Contractor are permitted to be used by:

(i) the Authorised Users for their internal business purposes in accordance with this Agreement and the Documentation (with such Authorised Users to be prohibited from sublicensing the Licensed Software);

(ii) the Eligible Customer's Personnel and permitted subcontractors of the Eligible Customer, but only to the extent required by these persons to perform their responsibilities in connection with the scope of authorised use under this Agreement, subject to ongoing compliance by such persons with:

(A) the restrictions on use of the Licensed Software rights contained in Module 3; and

(B) the confidentiality obligations contained in clause 9.1 of Part 1 of the Agreement (**Standard Terms and Conditions**) for the Eligible Customer's Personnel; and

(iii) any IT Service Providers, but only to the extent required to perform their responsibilities in connection with the provision of IT services to the Eligible Customer (including in relation to the maintenance and configuration of the Licensed Software and/or the System, as applicable),

subject always to compliance with the terms and conditions of the Agreement; and

(b) subject to the conditions and restrictions detailed in clause 1.3 of this Module 18, the Eligible Customer is permitted to transfer any rights granted under Module 3 to any Eligible Customers (subject always to compliance with the terms and conditions of the Agreement), provided that nothing in this clause 10.1(b) derogates or limits the obligations of the Contractor to provide services (including for the benefit of the sublicensee) where so required under Module 5 (Software Support Services) or Module 17 (Maintenance and Support Services), as applicable.

11 INTEROPERABILITYI

11.1 The Contractor warrants that at all times during the Warranty Period each item of Licensed Software supplied under the Contract is interoperable with, compatible with and functions with each other item of Licensed Software supplied under the Contract.

12 PROVISION OF UTILITY TOOLS

12.1 The Contractor must deliver to the Eligible Customer all utility tools, object libraries and other devices required to enable the Eligible Customer to operate the Licensed Software.

13 NO RESTRICTIONS IN RELATION TO HARDWARE

13.1 Notwithstanding anything contained in Module 3 (Licensed Software) relating to the use of the Licensed Software on Designated Equipment, the Eligible Customer is entitled to use the Licensed Software on any hardware that the Eligible Customer so chooses from time to time at no additional cost to the Eligible Customer, provided always that the replacement hardware is a platform supported by the Contractor upon which the Licensed Software is designed to operate and subject to any third party license costs (if any) payable to enable that usage.

13.2 Nothing in this clause 13 limits the effect of any provisions contained in Module 13 (Major Project System Integration Services) relating to hardware sizing recommendations and associated warranty limitations.

13.3 For the avoidance of doubt, the Eligible Customer may at any time elect to migrate the Licensed Software to an alternative hardware platform, and the Contractor shall provide the Licensed Software to the Eligible Customer in the format required for the nominated hardware at no additional cost to the Eligible Customer, provided always that the replacement hardware platform is a platform supported by the Contractor upon which the Licensed Software is designed to operate and subject to any third party license costs (if any) payable to enable that usage.

14 NEW PRODUCTS

14.1 The terms of Module 3 (Licensed Software) are amended by the addition of the following clause 13:

13 NEW PRODUCTS

*(a) If the Contractor, or any Related Company of the Contractor, intends to offer a software product, other than a New Release, having functionality substantially the same as or substantially similar to the functionality provided by the Licensed Software ("**New Product**") the Contractor must:*

(i) notify the Contract Authority and the relevant Eligible Customer as soon as possible, and provide all information required by the Contract Authority or the relevant Eligible Customer in relation to such product; and

*(ii) if required by the Contract Authority and/or the relevant Eligible Customer, enter into a variation agreement to amend the Agreement and any applicable Contracts in respect of rights granted in relation to the New Product ("**Variation Agreements**") no later than the date the New Product is first made available to any customer of the Contractor or any Related Company of the Contractor.*

(b) The Contractor agrees that no additional software licence fees will be payable by the Eligible Customer for the New Product under the Variation Agreements, provided always that the Eligible Customer's rights to use the New Product are limited to using the functionality previously available and does not extend to any newly available functionality.

(c) The terms of any such Variation Agreements will be no less favourable than the terms applicable under the Agreement and any applicable Contracts in relation to the Licensed Software, unless otherwise agreed.

(d) The Parties will negotiate in good faith to agree on any other terms the customer wishes to include in the Variation Agreements.

(e) If the Eligible Customer enters into a Variation Agreement with the Contractor, the Eligible Customer may terminate the supply of Maintenance and Support Services under Module 5 or Module 17 (as applicable) on 90 days notice, and notwithstanding any provision of Part 1 of the Agreement, will not be required to pay any termination fee or bear any of the Contractor's costs arising out of such termination.

*(f) The obligations of the Contractor under this clause 13 are without prejudice to the obligations of the Contractor to provide Software Support Services (as that term is defined in Module 5 (**Software Support Services**)) or Maintenance and Support Services (as that term is defined in Module 17 (**Maintenance and Support Services**)), as applicable, in relation to the Licensed Software.*

PART D: ADDITIONAL TERMS APPLICABLE TO WHOLE OF GOVERNMENT PROCUREMENT

15 INTERPRETATION

15.1 The terms and conditions included in this Module 18 form part of the Contract and apply when an Eligible Customer places an Order for Whole of Government.

15.2 In this Module 18, unless the contrary intention appears:

"Benchmarker" has the meaning given to it in clause 25.2.

"Benchmarking Panel" means:

(a) Ovum Pty Ltd;

(b) Gartner;

(c) Compass;

(d) TPI; and

(e) CFC,

and such other persons or entities as the Parties may agree in writing from time to time.

"Contractor-Assisted Outcomes" means the outcomes described in clause 16 and specifically identified in the Eligible Customer's Standard Order Requirements Folder and/or the Order.

"Contractor-Delivered Outcomes" means the outcomes described in clause 17 and specifically identified in the Eligible Customer's Standard Order Requirements Folder and/or the Order, and including (where applicable):

(a) the outcomes specified in relation to Project Management Services (refer Module 14 (**Project Management Services**));

(b) the outcomes specified in relation to Change Management Services (refer Module 15 (**Change Management Transformation Services**)); and

(c) the outcomes specified in relation to Knowledge Transfer Services (refer Module 16 (**Knowledge Transfer Services**)).

"CSDSP" has the meaning given to it in clause 23.2.

"Eligible Customer's Standard Order Requirements Folder" means the Eligible Customer's requirements that are:

(a) collated in a designated folder of documents;

(b) applicable to all of the Eligible Customer's Orders under the Agreement; and

(c) deemed to be incorporated into and form part of each Order (except where and to the extent expressly stated otherwise in the applicable Order).

"Enhancement Request" has the meaning given to it in clause 23.1.

"Lead Agency" means an Eligible Customer appointed to carry out the role of "lead agency" pursuant to clause 21.1 of this Module 18.

"Materials" has the meaning given to it in clause 9.2.2 of Part 1 of the Agreement (**Standard Terms and Conditions**).

"Outcome Milestone" has the meaning given to it in clause 18.1.

"Participants" has the meaning given to it in clause 24.1.

"Procurement Process" has the meaning given to it in clause 26.1.

"State Based Build" has the meaning given to it in clause 20.1.

16 CONTRACTOR-ASSISTED OUTCOMES

16.1 The Contractor acknowledges that the Eligible Customer is engaging the Contractor, and acquiring the Services and Deliverables, to assist the Eligible Customer in fulfilling the Contractor-Assisted Outcomes (which are not expressed in any order of importance or precedence), and which shall encompass (without limitation):

(a) culture change;

(b) customer satisfaction, i.e., the ability of the Eligible Customer to satisfy its customers;

(c) timely delivery, i.e., the ability of the Eligible Customer to deliver results to its customers on time;

(d) cost effectiveness, i.e., the ability of the Eligible Customer to deliver cost effective results to its customers; and

(e) business alignment, i.e., the ability of the Eligible Customer to deliver results to its customers that are aligned with the Eligible Customer's business requirements.

16.2 The Contractor must, to the extent commercially reasonable, act at all times in the best interests of the fulfillment of the Contractor-Assisted Outcomes.

16.3 The Contractor's obligations under the Contract will be interpreted, to the greatest extent possible, consistently with the Contractor-Assisted Outcomes. Where there is any ambiguity in the interpretation of any of the Contractor's obligations, the interpretation that furthers the Contractor-Assisted Outcomes will be preferred to any other interpretation.

16.4 The Order must set out in detail how the Services and Deliverables align with the Contractor-Assisted Outcomes.

17 CONTRACTOR-DELIVERED OUTCOMES

17.1 The Eligible Customer is entering into the Contract to establish a contractual framework to facilitate the achievement of the Contractor-Delivered Outcomes.

17.2 The Contractor undertakes, to the extent commercially reasonable, to provide the Services and Deliverables to the Eligible Customer in such a manner as to achieve the Contractor-Delivered Outcomes, which shall encompass (without limitation):

(a) process improvement;

(b) cost efficiency;

(c) information management effectiveness and reliability;

(d) competency development; and

(e) scalability and sustainability.

18 OUTCOME MILESTONES AND ACCEPTANCE CRITERIA

18.1 Achievement of the Contractor-Delivered Outcomes will be assessed by reference to the associated milestones (**Outcome Milestones**). Following the successful completion of each of the Outcome Milestones, the Contractor-Delivered Outcomes will be deemed to have been achieved.

18.2 Each Outcome Milestone is due to be completed on the relevant date specified in the Project Implementation and Payment Plan.

18.3 The Acceptance Criteria for each Outcome Milestone:

(a) are set out in the Eligible Customer Standard Order Requirements Folder; and

(b) provide the basis for assessment by the Eligible Customer as to whether the Contractor has achieved the relevant Outcome Milestone.

18.4 Outcome Milestones as Payment Triggers

(a) A portion of the Fees payable in connection with Services and Deliverables will be allocated to each Outcome Milestone, as set out in the Project Implementation and Payment Plan.

(b) The Eligible Customer will pay the applicable Fees, in full, for a Outcome Milestone that the Eligible Customer determines has achieved the applicable Acceptance Criteria.

(c) The Eligible Customer may elect to pay the applicable Fees for a Outcome Milestone less a proportionate reduction for any sub-standard achievement of one or more Acceptance Criteria as follows:

(i) the Eligible Customer will consult with the Contractor in relation to the proportionate reduction (if any) for any sub-standard achievement of one or more Acceptance Criteria, provided that the Eligible Customer will make the final determination in relation to any such proportionate reduction;

(ii) except where subparagraph (iii) applies, the Contractor may seek a future payment for the amount of the proportionate reduction when it has rectified the sub-standard aspects of the Outcome Milestone; and

(iii) the Contractor may not be entitled to a future payment for the amount of the proportionate reduction if, following an initial rectification period, the Eligible Customer determines, in its sole discretion, that one or more Acceptance Criteria is unable to be achieved.

19 RE-SUPPLY OF ALL OR PART OF ANY DELIVERABLES TO OTHER ELIGIBLE CUSTOMERS

19.1 Subject to the conditions and restrictions detailed in clause 1.3 of this Module 18, without limiting clause 10 of this Module 18, the Contractor authorises the Eligible Customer to transfer all or part of any Deliverables supplied by the Contractor under this Contract to any other Eligible Customers, subject always to the relevant Eligible Customer complying with the obligations contained in this Agreement.

20 STATE BASED BUILD

20.1 Where the Contractor is engaged by the Eligible Customer to provide Services in connection with the installation, integration and/or support of the Licensed Software, the Contractor must to the extent commercially reasonable:

(a) ensure that all Licensed Software is installed and configured in accordance with the Eligible Customer's state-wide baseline build relating to the configuration of the Licensed Software ("**State Based Build**");

(b) not do anything which has the effect of modifying or derogating from the State Based Build or adversely impacting upon the operation or functionality of the Licensed Software in accordance with the State Based Build requirements without the Eligible Customer's prior consent in writing; and

(c) provide Maintenance and Support Services in accordance with Module 17 to support the State Based Build, regardless of whether such State Based Build is created by the Contractor or by any provider selected by the Eligible Customer.

20.2 Following the creation of a State Based Build by any Eligible Customer, the relevant State Based Build may be made available to any other Eligible Customers at no additional cost to the Eligible Customer or the relevant Eligible Customers above the fees ordinarily payable for the implementation of that State Based Build and subject to the Eligible Customers purchasing the associated Licensed Software and Support Services (as applicable).

21 LEAD AGENCY AND CENTRE OF EXCELLENCE

21.1 The Contractor acknowledges that the Contract Authority may from time to time appoint an alternative Eligible Customer to act as the "Lead Agency" for an Eligible Customer for the purposes of:

(a) managing the ongoing internal operations of the Eligible Customer and any other designated Eligible Customers in relation to the Deliverables (including, where applicable, service support, service desk, incident management, problem management, configuration management, change management, release management, service delivery, service level management, capacity management, IT service continuity management, availability management, ICT infrastructure management, ICT operations management and ICT technical support);

(b) managing all communications with the Contractor and providing all directions to the Contractor (for and on behalf of the Eligible Customer) in relation to the matters referred to in clause 21.1(a); and

(c) operating a centre of excellence (in accordance with the terms of clause 21.2 of this Module 18),

for the benefit of the Eligible Customer, provided that:

(d) the responsibilities of any such Lead Agency are limited to operational and training matters only (of the kind referred to in clause 21.1(a)); and

(e) nothing in this clause 21 authorises a Lead Agency to act on behalf of the Eligible Customer in authorising or approving any Contract Variation (which must be executed by the Eligible Customer and the Contractor in accordance with the terms of clause 17.2 of Part 1 of the Agreement (**Standard Terms and Conditions**)).

21.2 Where a Lead Agency is appointed pursuant to clause 21.1, the Contractor undertakes, at the cost agreed between the parties to provide Materials, support and assistance to that Lead Agency as reasonably required to support the Lead Agency in the establishment of a "Centre of Excellence" for the benefit of all Eligible Customers, including without limitation:

(a) specialized training;

(b) product update information; and

(c) product support services,

for the purposes of enabling the Lead Agency to:

(d) host and manage the operation and maintenance of the Licensed Software;

(e) provide configuration and support services to Eligible Customers in relation to the Licensed Software;

(f) integrate the Licensed Software with:

(i) smartbuy® (or such other system nominated by the NSW Department of Commerce from time to time);

(ii) the TOES reporting tool or such other reporting tools as may be required from time to time by the NSW Treasury Department;

(iii) the Workforce reporting tools or such other reporting tools as may be required from time to time by the NSW Premier's Department; and

(iv) such other statewide initiatives as may be established from time to time,

as more specifically described in the Eligible Customer's Standard Order Requirements Folder and/or the Order; and

(g) ensure that the Eligible Customer derives ongoing benefits from the Deliverables and the System,

and to grant licenses in respect of the foregoing in accordance with clause 21.3 of this Module 18.

21.3 All Materials and Deliverables provided to a Lead Agency pursuant to this Module 18 (including pursuant to this clause 21) are deemed to be licensed to the relevant Eligible Customer pursuant to clause 9.2 of Part 1 of the Agreement (**Standard Terms and Conditions**) for use by that Lead Agency (for and on behalf of the relevant Eligible Customer) for the purposes contemplated under this Module 18, at no additional cost to the Eligible Customer.

22 COMMUNICATION PROTOCOLS AND CONDUCT GUIDELINES

22.1 Consistent with clause 2.6 of Part 1 of the Agreement (**Standard Terms and Conditions**), which requires the Contractor to supply Deliverables on a "whole of Government" basis to the Eligible Customer and to all other Eligible Customers electing to procure Deliverables under the Agreement:

(a) where a Lead Agency is appointed for a Eligible Customer, the Contractor must ensure that all communications relating to day-to-day operational matters are directed to that Lead Agency (and ensure that its Personnel and subcontractors comply with the same); and

(b) the Contractor must ensure that all communications relating to management of the Contract are directed to the NSW Department of Commerce (acting in its capacity as the authorised representative of the Contract Authority and the Eligible Customer) in accordance with clause 2.6 of Part 1 of the Agreement (**Standard Terms and Conditions**).

23 FUNCTIONAL ENHANCEMENTS AND ESCALATION PROCEDURES WITH CONTRACTOR

23.1 The Eligible Customer and the Contract Authority wish to provide input into the development of the Contractor's software products supplied under the Agreement, whether through requests for enhancement or otherwise (**"Enhancement Requests"**), such term to include change or enhancement functionality.

23.2 The Contractor may consider any Enhancement Requests relating to the Contractor's software products received from the Eligible Customer and/or the Contract Authority (including any Enhancement Requests notified by a Lead Agency for and on behalf of the Eligible Customer and/or the Contract Authority) on the following terms:

(a) any Enhancement Request will be submitted by the Contractor to its head office (or wherever such expertise is located) for consideration for inclusion in the Contractor's software development strategic plan or its replacement (**"CSDSP"**) or any planned major version release; and

(b) an Enhancement Request may be communicated to the Contractor through a variety of means including use of the forum as specified in clause 24.

23.3 The Contractor may, in accordance with the process set out in clause 23.2, consider any Enhancement Request received at any time for so long as the Eligible Customer or Contract Authority acquires Support Services from the Contractor.

23.4 The Contractor will provide Enhancement Request status reports to the Customer and/or the Contract Authority (as applicable) upon request. The Customer and the Contract Authority will have access to the status of all Enhancement Requests upon request. .

24 CONTRACTOR- ELIGIBLE CUSTOMER FORUM

24.1 The Contractor must establish a vendor-customer forum for strategic guidance of the Licensed Software and related services. To fulfill this role, representatives from each of the Contractor's customers in the Asia-Pacific region (including representatives of the Contract Authority and the Eligible Customer) (collectively, "**the Participants**") will be invited to join representatives from the Contractor at the forum to achieve the following objectives:

(a) **Key Issue Forum** – early discussion of key industry issues that may impact requirements / opportunities for the Licensed Software. The Participants will be encouraged to present discussion issues for inclusion on the forum agenda and lead the discussion on the submitted issue during the forum. At the close of discussion, the Participants will vote to:

(i) close the issue;

(ii) table outstanding issues for discussion at a later forum; or

(iii) request the Contractor's head office to consider any issues submitted to it (including, if appropriate, to develop a strategic assessment of those issues), and provide feedback to the Participants at regular intervals.

(b) **Strategic Planning Input** – The Contractor will present the CSDSP or its replacement at each forum. This presentation will define the key features and target timing of Licensed Software releases for a 6 to 12 month horizon. The Participants will provide feedback on the CSDSP and may submit proposals for strategic initiatives to be included in the CSDSP. The Contractor will request the Contractor's head office to consider any proposals submitted to it (including, if appropriate, to develop a strategic assessment of those proposals), and provide feedback to the Participants at regular intervals.

(c) **Service Guidance** – The Contractor will provide the Participants with a summary review of Licensed Software support services – product support, maintenance, enhancement and hosting operations. The Participants, as representatives of the Licensed Software customer base, will provide feedback on the effectiveness of these support services.

24.2 The Contractor will provide reports to the Participants in relation to the status of all outstanding issues under clause 24.1. The Participants will have real time access to the status of any outstanding issues. The Contractor will provide training to the Eligible Customer in the use of the online tracking tool in accordance with Module 16 (**Knowledge Transfer Services**).

24.3 Schedule and Location

Forums will be held at a date and time agreed by the Participants. The Contractor will arrange the location and required facilities at a suitable location agreed with the Participants.

24.4 Meeting Agenda and Advance Material

For all forums, the Eligible Customer representative will provide an advance meeting agenda and meeting pre-read material a minimum of one week, or as soon as practicable, prior to the scheduled meeting date. The Participants wishing to place an item on the meeting agenda, and/or provide advance material for the meeting, must submit such requests/material to the Eligible Customer nominated representative a minimum of one week prior to the scheduled meeting date.

24.5 Travel and accommodation

Travel and accommodation for Participants shall be at the Customer's cost.

25 BENCHMARKING OF SERVICES

25.1 The Contract Authority may undertake benchmarking of Deliverables no more than twice annually, for the purposes and scope specified below to compare:

(a) the Prices the Eligible Customer is paying to the Contractor for the Deliverables; and

(b) the quality and standard of performance of the Deliverables (as reflected in, among other things, the Service Levels),

against prices being paid by, and the quality and standard of performance of services being provided to, the Eligible Customer's peer organisations for the same or similar services at similar volumes, functionality and in similar geographic regions for similar or larger sized organisations.

25.2 The Contract Authority may at its own cost engage an independent consultant to undertake the benchmarking ("**Benchmarker**"). The Benchmarker will be selected from the Benchmarking Panel. The Parties agree that the Contract Authority may disclose to the Benchmarker any provisions of this Module 18 and the Agreement relevant to the Deliverables, and that the Benchmarker will be required to comply with each of the Parties' reasonable confidentiality and security requirements.

25.3 The Parties must give the Benchmarker:

(a) access to any premises, equipment, personnel, records or documents; and

(b) any assistance,

reasonably required by the Benchmarker to conduct the benchmarking exercise. Without limiting the foregoing, the Contractor must provide the Benchmarker with reasonable access to its price, staffing and configuration information on request, but may require this to be in confidence. The Contractor is under no obligation to disclose information dealing with customer-specific internal costs, profit margins or confidential customer information if that information identifies a particular customer, but must provide the required information to the Benchmarker in a way that does not identify the customer.

25.4 Each Party will bear its own internal costs of complying with its obligations under this clause 25.

25.5 A benchmarking exercise will be based on average data for broadly equivalent services in Australia for the immediately preceding 12 month period. The Contract Authority must instruct the Benchmarker to benchmark the Deliverables on the basis of the following measures:

(a) the Prices paid by the Eligible Customer for the Deliverables; and

(b) the quality of performance of the Deliverables, including Service Levels;

taking into account the volume, geographic service coverage, service levels and quality of comparable services for similar or larger sized organisations.

25.6 The Contract Authority will use its reasonable endeavours to ensure that the Contractor has an opportunity to provide input into the benchmarking exercise and to comment on a draft of the Benchmarker's benchmarking report before it is issued in final form.

25.7 Where the Benchmarker finds that the Prices charged by the Contractor for any Deliverables are higher than those identified in the benchmarking report the Contractor must adjust the Prices to match the benchmark with effect from two months following the date of commencement of the benchmarking exercise.

25.8 If the Contractor fails to implement the results of any benchmarking exercise as required and identified in clause 25.7 of this Module 18, this will comprise a Substantial Breach of the Agreement and the Contract Authority may:

(a) terminate the Agreement, in whole or in part, on at least 30 days' notice, without having to pay any compensation to the Contractor, subject to:

(i) the obligations of the Eligible Customer in relation to fees due and payable under the Agreement in respect of Deliverables provided up until the date of termination; and

(ii) the Parties' obligations in relation to any Transition-out Services, as that term is defined in Module 13 (**Major Project Systems Integration Services**)); and

(b) cease to acquire the whole or any specified part of the Deliverables affected by the benchmarking exercise, and in such case the Eligible Customer will have no obligation to pay any fees in respect of those Deliverables with effect from the date of termination.

26 INFORMATION REQUIRED FOR THE CONDUCT OF OTHER TENDERS

26.1 The Eligible Customer may request the Contractor to provide all or any of the following information, records or other documentation (in electronic format where so requested) upon 30 days' written notice, for the purpose of enabling the Eligible Customer to prepare tender documents or conduct any procurement process for the provision of any services analogous to the Services ("**Procurement Process**"):

(a) performance histories;

(b) information concerning the Services, the Transition-out Services (as that term is defined in Module 13) and the extent of the Contractor's compliance with the Service Levels, including performance metrics and associated data;

(c) such other information reasonably contained in tender documentation relating to the delivery of such services at the relevant time excluding pricing information; and

(d) such other information that the Eligible Customer reasonably requests, provided that nothing in this clause 26 entitles the Eligible Customer to incorporate commercially sensitive information (including pricing information).

26.2 The Contractor must co-operate and assist the Eligible Customer where reasonably requested, and must not interfere to the Eligible Customer's detriment, in relation to the conduct of any Procurement Process (including any preparatory work required to conduct any Procurement Process).

RAIL CORPORATION NEW SOUTH WALES
ABN 59 325 778 353

MINCOM PTY LTD ABN 29 010 087 608

Order Form

This Order is placed under the Agreement between the Contractor and the Contract Authority and includes Parts A, B and C of this Order.

PART A GENERAL ORDER DETAILS

(i) Customer

Name of Customer	Rail Corporation New South Wales ABN 59 325 778 353
Service Address	Level 6, 18 Lee Street Chippendale, New South Wales, Australia, 2008
Customer's Representative	Mr Chia , Service Delivery Manager ICT, ERP 2-14 Elsie Street in Burwood Level 6, Phone 02 9219 1897

(ii) Contractor

Name of Contractor	Mincom Pty Ltd ABN 29 010 087 608
Service Address	Level 7, 193 Turbot Street, Brisbane, Queensland Australia 4000
Contractor's Representative	Company Secretary

(iii) Agreement

Specify Agreement number	2603	and Title	Agreement for ERP Software

(iv) Modules that apply to the Contract, as agreed between the Parties

Module 1 – Hardware Acquisition and Installation	☐	Module 10 – Web Services	☐
Module 2 – Hardware Maintenance Services	☐	Module 11 – Managed Services	☐
Module 3 – Licensed Software	☑	Module 11A – GTA ISM	☐
Module 4 – Development Services	☐	Module 12 – Systems Integration Service	☐
Module 5 – Software Support Services	☑	Module 13 – Major Project Integration Service	☐
Module 6 – IT Personnel	☐	Module 14 – Project Management Service	☐
Module 7 – Professional Services	☐	Module 15 – Change Management Service	☐
Module 8 – Data Management	☐	Module 16 – Knowledge Transfer Service	☐
Module 9 – Telecommunications	☐	Module 17 – Major Project Software Maintenance & Support	☐
Module 9A – GTA Broadband Local Access	☐	Module 18 – Whole of Government Requirements	☑

(v) Person who has authorised Submission of this Order

Na[redacted]

Sig[redacted]

(vi) List of Attachments

The following annexures are attached: [set out particulars of any annexures]

(vii) Order Form Prevails
In the event of any inconsistency between the Official Order and any document attached to or expressly incorporated as part of the Official Order the content of the Official Order shall prevail

(viii) Acknowledgement of Contractor
The Contractor hereby accepts all aspects of the Order
In witness whereof the Contractor has signed this Order Form

On the day of 15 / 12 / 20 09

SIGNED for and on behalf of the Contractor by

GIPA Act s 14 - Table 3(a)

(who by this execution warrants his/her authority to sign) in the presence of

GIPA Act s 14 - Table 3(a)

[redacted]

the presence of

PART B ORDER DETAILS

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B1	**Risk management (clause 8.1)** **(a) Insurance Requirements** Insurance obtained by the Contractor under the Agreement (Contract Authority to include): Customer to specify any additional insurance that it requires to the insurance the Contractor holds under the Agreement: (i) Specify type of insurance required by the Customer: (ii) Specify the term: (iii) Specify the amount of insurance: **(b) Financial Security** Financial Security provided by the Contractor under the Agreement (Contract Authority to include): Customer to specify any additional security that it requires in addition to the Financial Security the Contractor has provided under the Agreement including: (i) Specify the date by which required; and (ii) The maximum aggregate sum: **(c) Performance Guarantee (clause 8.3)** Any Performance Guarantee provided under the Agreement (Contract Authority to include): Customer to specify any additional Performance Guarantees it requires in addition to those provided under the Agreement. **(d) Limitation of Liability (clause 8.5)** Insert Liability agreed by Contract Authority (if any): Contractor is in a Small to Medium Enterprise category under the Agreement – liability can be capped at the upper limit of insurance specified in B1(a) (per event); Contractor is offering telecommunications services under the Agreement which involve end-to-end multicarrier networks without umbrella service level contracts and/or physical network assets which are in the public domain – liability can be capped at the upper limit of insurance specified in B1(a) (per event); Contractor is offering Products or Services under the Agreement which the Contract Authority has identified as suitable to have liability caps applied – liability can be capped at level set by Contract Authority and noted in this order Insert whether Customer requires increase in cap and amount Customer to specify if liability is to be capped under the Contract and the amount or method of determining the amount in accordance with clause 8.6.3: Customer to annex risk management assessment plan.	**(a) Insurance Requirements** **(b) Financial Security** **(c) Performance Guarantee** **(d) Limitation of liability**	GIPA Act s 14 - Table 4(b)

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B2	**Information Management (clause 9.1)** Customer to specify and or annex any information that the Contractor must treat as Confidential Information: Contractor to specify any information that the Customer must treat as Confidential Information: Specify if limited disclosure of Confidential Information is permitted by a party and set out the conditions of disclosure:		Any Confidential Information disclosed by the Customer under this Contract and identified as such in accordance with clause 9.1 of the Agreement The Software, Documentation together with any other Confidential Information disclosed by the Contractor under this Contract and identified as such in accordance with clause 9.1 of the Agreement Only to the extent envisaged by clause 9.1.2 of the Agreement
B3	**Intellectual Property (clause 9.2)** If Applicable the Customer is to specify any Deliverables that the Contractor will own and refer to any agreement in relation to royalties. Customer to specify in the Order if IP rights in Deliverables shall vest in both the Customer and the Contractor: Customer to specify any rights the Contractor has to use a Deliverables:		All Intellectual Property rights in all Deliverables provided by the Contractor under this Contract (including but not limited to all Software and Documentation) shall vest in the Contractor and shall be licensed to the Customer in accordance with Module 3 of this Contract. Not Applicable under this Contract Not Applicable under this Contract
B4	**Secrecy and Security (clause 10.3)** Customer to specify any secrecy or security requirements that the Contractor is to comply with during the Contract:		Clause 10.1 of the Agreement shall apply.
B5	**Contractor's Obligations (clause 11)** **(a) Quality Assurance Arrangements (clause 11.4.2(b)** Customer to specify any quality assurance and compliance arrangements that it requires: Specify whether Deliverables are new or otherwise: **(b) Compliance with Standards and Codes (clause 11.7)** (i) Customer is to specify any codes, policies or guidelines the Contractor is to comply with: (ii) any licence or accreditation requirements: **(c) Credit/Debit Card (clause 16.1.3)** Customer/Contractor to specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor: **(d) CSI Costs (clause 11.11.1(d))** Insert CSI costs:		Not Applicable under this Contract As at the date of this Order, RailCorp's Code of Conduct, Statement of Business Ethics, Drug and Alcohol Policy, and 3rd Party ICT Access Standards Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	(e) Reports (clause 11.12) Specify reports required, (if any) time for provision and format:		Not Applicable under this Contract
B6	**Customer's Obligations** **(a) CSI (clause 12.2)** (i) Customer to specify any CSI it is providing and any costs the Contractor is to pay to use it: (ii) Customer to reference or attach any Contract Specifications relevant to the CSI: **(b) Customers Personnel (clause 13.3)** Customer to specify if it is making personnel available and their roles and responsibilities: **(c) Site Preparation and maintenance (clause 12.3)** Specify the Party responsible:		Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract
B7	**Personnel (clause 13.2)** **(a) Specified Personnel** Nominate the key personnel (if any) who are to be dedicated to provide the Deliverables. **(b) Sub-contractors (clause 13.5.3)** Customer to specify if a statutory declaration subcontractors, substantially in the form of schedule 4, is required.		Not Applicable under this Contract Not Applicable under this Contract
B8	**Performance of the Contract (clause 14)** **(a) Delivery (clause 14.1 and 14.2)** Customer to specify the (i) nature of the Deliverable: (ii) volume of the Deliverable: (iii) date of delivery: (iv) Site to be delivered to: (v) hours of delivery. **(b) Acceptance Testing (clause 14.5)** Specify if Acceptance Testing is required: (i) specify Acceptance Notification Period: (ii) specify party to conduct Acceptance Tests and annex or detail information to be included in acceptance test plan: (iii) specify the commencement date for Acceptance Tests (iv) specify the Acceptance Period (v) specify the Acceptance Criteria (vi) if agreed, specify the number of hours on each normal working day for the running of the Acceptance Tests:		Software and Support Services further detailed in Modules 3 & 5 As detailed in Module 3 of this Contract in respect of the Software. Not Applicable in respect of the Support Services As soon as possible following execution of this Contract, the Contractor shall deliver the Software to the Customer FCA (shipping Incoterm) the Contractor's offices. Level 6, 18 Lee Street Chippendale, New South Wales, Australia, 2008 Business Hours Not Applicable under this Contract

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	If Acceptance Tests are not required, Customer to specify if the Actual Acceptance Date (AAD) will occur 5 business days or another number of days following delivery of a Deliverable (clause 14.3.2). **(c) Documentation (clause 14.6)** Specify any additional publications or aids to be made available by the Contractor and the charge (if any): Specify the number of additional copies of the Documentation being purchased by the Customer and the charge: Specify dates Documentation is to be delivered: **(d) Escrow (clause 14.8)** Specify if escrow arrangement is required. Time for escrow arrangement to endure.		Software shall be deemed accepted on Delivery. Clause 14.6.1 of the Agreement shall apply Not Applicable under this Contract To be delivered with the Software Not Applicable under this Contract
B9	**Project management (clause 15)** **(a) Management Committee (clause 15.2)** Specify if subclause 15.2.1 to 15.2.4 are to apply: If subclauses 15.2.1 to 15.2.4 are to apply, specify the persons on the Management Committee and any additional functions they are to carry out: Nominate Project Manager/Officer for each Party **(b) Customer Contract Review Procedures (clause 15.4)** Specify if subclauses 15.4.1 to 15.4.2 are to apply: Specify any specific time intervals for service and performance reviews: Specify any other matters to be reviewed: **(c) Site preparation (clause 15.5)** Specify if subclause 15.5.1 is to apply and the Contractor is to provide a Site Specification: **(d) Implementation planning study (clause 15.6)** Specify if subclause 15.6 is to apply: Insert IPS objectives and time for provision of study: **(e) Project Implementation and Payment Plan (clause 15.7)** Specify if clause 15.7 is to apply: **(f) Staged Implementation and Right to Terminate (clause 15.8)** Specify if clause 15.8 is to apply: **(g) Time of the Essence (clause 15.10)** (i) specify if clause 15.10 to apply: (ii) Due Date for performance and Milestones: (iii) Method of calculation of Liquidated Damages (LDs): (iv) No. of days LD is to be applied: **(h) Retention of Moneys (clause 16.5)** Customer to specify if percentage of Contract Price is to be retained by the Customer until AAD of a Deliverable: **(i) Business Contingency Plan (clause 15.11)** Specify if subclauses 15.11.1 to 15.11.4 are to apply: (i) Customer to specify the Business Contingency Services it requires and the period of the Services: (ii) Customer to state the periods that the Business Contingency Plan must be updated by the Contractor:		Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract Not Applicable under this Contract

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	(iii) Customer to specify the time periods that the Contractor is to test the operability of the Business Contingency Plan: (iv) Customer to specify any information to be included in the Business Contingency Plan (Part 2):		Not Applicable under this Contract Not Applicable under this Contract
B10	**Payment (clause 16)** Set out in the amounts and the times payment is due. (NB: Not required if a Project, Implementation and Payment Plan, which includes this information, exists):		GIPA Act s 14 - Table 4(b)

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	Specify whether the Contract Price is fixed.		[redacted]
B11	**Contract Variations (clause 17.2)** Specify whether Schedule 12 to apply.		Yes, Schedule 12 applies to this Contract
B12	**Termination for convenience (clause 18.4.2)** Insert whether further compensation is payable and specify amount.		No further compensation will be payable for the purposes of clause 18.4.
B13	**Additional Conditions (clause 6.3)** Specify any additional conditions: **Umbrella Agreement** The Customer and the Contractor have in place existing licence and support agreements pre-dating this Contract in relation to the license and support of certain software, namely: • Umbrella Agreement for Software and Support Services dated on or around 23 March 2005; • Addendum No 1 to Umbrella Agreement – dated 25 June 2004; • Addendum No 1 to Umbrella Agreement – dated 23 June 2005; • Addendum No 2 to Umbrella Agreement – dated on or around 28 June 2005; • Addendum No 3 to Umbrella Agreement – dated on or around 26 June 2006; • Addendum No 4 to Umbrella Agreement – dated 10 September 2007; • Addendum No 5 to Umbrella Agreement – dated 23 July 2007; • Addendum No 6 to Umbrella Agreement – dated 24 September 2007; • Addendum No 7 to Umbrella Agreement – dated 12 December 2007; • Addendum No 8 to Umbrella Agreement – dated 30 April 2008; (together the ***Umbrella Agreement***) The parties agree and acknowledge that this Contract will co-exist with the Umbrella Agreement – however in the event of any discrepancy between the licensed software / license metric between the Umbrella Agreement and this Contract – this Contract shall apply to the extent of that inconsistency. Accordingly, the parties agree that on and from the date of this Contract: • Certain existing software licences (previously licensed and supported under the Umbrella Agreement) to the extent that software appears in the list of software detailed in Schedule 3 – Part A of the Agreement, shall be converted from the previous licence metric to a FTE License under the terms of this Contract; and • Certain existing software licences (previously licensed and supported under the Umbrella Agreement) shall remain subject to the existing licence metric detailed in the Umbrella Agreement where those existing licenses do not appear in the list of software detailed in Schedule 3 – Part A of the Agreement.		

PART C MODULE DETAILS

ORDER FORM DETAILS MODULE 3 LICENSED SOFTWARE

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C3.1	**Licensed Software(clause 1.2 – definition of "Licensed Software)** Specify the Software to be licensed by the Contractor to the Customer and annex any Contract Specifications for the Licensed Software	Customer to specify the Licensed Software and annex any applicable Contract Specifications.	GIPA Act s 14 - Table 4(b)
C3.2	**Class of Licence (clause 2)** Specify the class of licence applicable to the Licensed Software	Customer to specify the class of licence granted.	
C3.3	**Licence Period (clause 1.2 – definition of "Licence Period")** Specify the period of the licence if the licence granted in not a perpetual, royalty-free licence	The Contractor grants to the Customer a perpetual, royalty-free licence to use the Licensed Software from the Actual Acceptance Date in accordance with the Contract.	

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C3.4	**Documentation (clause 2)** Specify the documentation to be provided to the Customer free of charge with the Licensed Software	Customer to specify the required Documentation. Documentation includes any Document that enables the full use and operation of the Licensed Software in accordance with the Contract Specifications. The Documentation must be: (a) of a reasonable standard in terms of its presentation, accuracy and scope; (b) a resource that provides a comprehensive explanation of functions, capacity and operations of the Deliverables; (c) the most current and up-to-date version available; (d) in the English language; and (e) of a form where all key terms, words and symbols are adequately defined.	Documentation provided with the Software on delivery
C3.5	**Licence Rights (clause 4)** Specify any changes to the position set out in clause 4 relating to the nonexclusive licence rights granted to the Customer in the Licensed Software	The following licence rights are granted to the Customer under the Contract: (a) install the Licensed Software without affecting any applicable warranty provided by the Contractor under the Contract; (b) carry out Acceptance Tests in respect of the Licensed Software; (c) use and adapt to the extent reasonably necessary and reproduce the Licensed Software to the extent permitted under the Copyright Act (Cth) 1968 ("the Act"), including but not limited to rights granted to the Customer under sections 47B(3) and sections 47C, 47D, 47E or 47F of the Act. Any provision which is inconsistent with any such subsection or section of the Act will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections; (d) use the Documentation supplied by the Contractor in support of the Customer's use of the Licensed Software; (e) make such number of copies of the Licensed Software as are reasonably required for: (i) operational use, backup and security; or (ii) in-house educational and training purposes; and (f) transfer the Licence to another agency within the same tier of government as the Customer, subject to giving prior written notice to the Contractor and to the other agency consenting to the terms of the Contract. Customer to specify any amendments to the above licence rights.	As detailed in clause 4.1 of Module 3, with subsection 4.1(g) subject to the provisions of clause 1.3 of Module 18.

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C3.6	**Acceptance Tests (clause 4)** Specify the Acceptance Tests that the Customer is permitted to carry out on the Licensed Software	Unless otherwise expressly agreed, Acceptance Tests will be conducted by the Customer in accordance with the Customer's Standard Order Requirements Folder. Customer to specify any additional Acceptance Tests required in respect of the Licensed Software.	Not applicable for the Software provided under this Contract.
C3.7	**Designated Equipment (clause 1.2 – definition of "Designated Equipment")** Specify the equipment on which the Licensed Software is to be installed and whether the use of the Licensed Software is restricted to use on the Designated Equipment	Customer to specify the Designated Equipment.	[redacted]
C3.8	**Software Support Services (clause 1.2 – definition of "Software Support Services")** Specify the support services to be provided by the Contractor in respect of the Licensed Software (if any) where an Order has been placed under Module 5	Software Support Services may either be provided by way of an Order placed under Module 5 or under Module 17. If an Order is place under Module 17, Software Support Services are not required to be specified in this Order.	See Module 5
C3.9	**Warranty Period for Licensed Software clause 5)** Specify if the warranty period in respect of the Licensed Software is longer than 90 days after the ADD	Without limiting any other rights of the Customer, the Contractor must promptly rectify any Defect in the Licensed Software that occurs during the Warranty Period (365 days) in accordance with clauses 11.2 and 11.3 of Part 1 of the Agreement.	GIPA Act s 14 - Table 4(b) [redacted]
C3.10	**Protection and Security (clause 6)** Specify if and to the extent which the Customer is required to maintain records of the location of copies of the Licensed Software	Customer to specify its requirements.	As required by clause 6 of Module 3 of the Agreement
C3.11	**Updates and New Releases (clause 7)** Specify if any changes to the position set out in clause 7 relating to provision of New Releases to the Customer free of charge and the applicable charges Specify any additional software that the Contractor considers does not fall within an Update or New Release and the applicable charges for that software	Unless otherwise expressly agreed between the Customer and the Contractor and specified in this Order, Updates and New Release in respect of the Licensed Software will be provided free of charge.	[redacted]

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C3.12	**Installation (clause 7)** Specify the time and materials rates for installation by the Contractor of Updates and New Releases	Customer to specify the applicable time and materials rates.	Not Applicable under this Contract. Any agreement for the installation by Mincom of the Software will be the subject of a separate contract between the parties.
C3.13	**Training (clause 7)** Specify the nature and cost of training to be provided to the Customer's Personnel in the operation of Updates and New Releases installed on the Designated Equipment	Customer to specify any training requirements and the applicable time and materials rates for such training.	Not Applicable under this Contract. Any agreement for training services by Mincom of the Software will be the subject of a separate contract between the parties
C3.14	**Consequences of Termination (clause 10)** Specify whether the Customer is required on termination of the Licence to destroy or return to the Contractor all copies of the Licensed Software and Documentation	If this Order specifies that the Customer is required on termination of the Licence to destroy or return to the Contractor all copies of the Licensed Software and Documentation, the Customer must be permitted to retain one copy of the Licensed Software and its related Documentation to enable the Customer to comply with any applicable Statutory Requirements.	Clause 9 of Module 3 of the Agreement applies
C3.15	**Contract Price** Specify prices for Licensed Software Payment Plan.	Prices for Licensed Software are as set out in the Project Implementation and Payment Plan	GIPA Act s 14 - Table 4(b)
C3.16	**Reverse Engineering (clause 12)** Specify any specific rights the Customer has to reverse assemble or reverse compile the Licensed Software in addition to any rights the Customer may have under the Copyright Act 1968 (Cth)	Customer to specify any additional rights.	Clause 12 of Module 3 of the Agreement applies.
C3.17	**Additional Conditions (clause 1.1 of the Dictionary – definition of "Additional Conditions")**	The Contract Authority will not consent to Additional Conditions that have an effect that is contrary to the terms and conditions of the Agreement	In this Contract, "***Concurrent Users***" shall mean the maximum number of users accessing the Software application at any point in time; "***Named Users***" shall mean any individuals authorised by the Customer to use the Software installed on a single server, regardless of whether the individuals are actively using the program(s) at any given time. A non-human operated device will be counted as a Named User in addition to all individuals authorised to use the programs, if such devices can access the programs; and "***Restricted Use***" means the software program must only be used in conjunction with Mincom Ellipse.

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	Specify any additional terms and conditions applying to the provision of the Licensed Software	The Contract Authority will not consent to Additional Conditions that have an effect that is contrary to the terms and conditions of the Agreement	Without limiting the terms of the Agreement, the Customer agrees not to • modify, adapt, alter, translate, or create derivative works from the Software; • merge the Software with other software; • sublicense, lease, rent, loan, or otherwise transfer the Software to any third party; • reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; • otherwise use or copy the Software or the Source Code except as expressly allowed under the Contract; • publish the results of any benchmark tests run on the Software or any component of the Software; • use the Software to provide application service provider (ASP) services or bureau services; • use the Software to develop a product that is competitive with the Software; or • enable or use functionality in the Software that is not licensed to Customer under this Contract.

ORDER FORM DETAILS MODULE 5 SOFTWARE SUPPORT SERVICES

No.	Details to be included from Module 5 – Software Support Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C5.1	**Software Support Services (clause 1.2)** Specify the Software Support Services to be provided, these may include but are not limited to: (a) telephone support; (b) e-mail and fax support; (c) web-based support; (d) one-site support. Specify the support period Specify the Support Service Fees Specify Time and Materials rates for additional services Specify the Supported Software to be supported Annex the SLA (if any) that the Parties have agreed to in relation to the Software Support Services:		The Support Services provided under this Contract are annexed as Module 5B to this Contract below. Annually renewing on the anniversary of execution of this Contract until terminated in accordance with clause 2.2 of Module 5 of the Agreement. As detailed in item C5.7 below As detailed in item C5.5 below As detailed in item C3.1 of Module 3 As detailed in item C5.6 below
C5.2	**Designated Equipment (clause 1.2)** Specify the Designated Equipment on which the Supported Software is to be the installed and/or used:		[redacted]
C5.3	**Contract Period (clause 2)** Specify the period of the Software Support Services:		Commences on delivery of the Software following execution of this Contract for an initial period of 12 months, annually renewing thereafter
C5.4	**Commencement Date (clause 2)** Specify the Commencement Date of the Software Support Services:		Commences on delivery of the Software following execution of this Contract
C5.5	**Additional Services (clause 3.4)** Specify any additional services to be provided that are not included in Software Support Services: (Time and Materials rates to be specified):		Not Applicable under this Contract
C5.6	**Service Levels (clause 7)** Specify any performance rebates for not meeting Service Levels, or reference any relevant Service Level Agreement Provision:		Not Applicable under this Contract

No.	Details to be included from Module 5 – Software Support Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C5.7	**Contract Price** Specify prices for the support period for the Software Support Services:		GIPA Act s 14 - Table 4(b)

ORDER FORM DETAILS MODULE 5B – SOFTWARE SUPPORT SERVICES DETAILS

[redacted]

ORDER FORM
PART C – MODULE DETAILS – MODULE 5 SOFTWARE SUPPORT SERVICES

[redacted]

ORDER FORM
PART C – MODULE DETAILS – MODULE 5 SOFTWARE SUPPORT SERVICES

[redacted]

ORDER FORM DETAILS MODULE 18 WHOLE OF GOVERNMENT REQUIREMENTS

No.	Details to be included from Module 18 – Whole of Government Requirements	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C18.1	**Authorised Users (Part B – clause 3)** Specify the Authorised Users for the purposes of intellectual property rights	Customer to specify the authorised users that will be permitted to use the Intellectual Property licensed to the Customer under the Contract.	Not Applicable until clause 1.3 of Module 18 of the Agreement applies, thereafter as per clause 3 of Module 18 of the Agreement.
C18.2	**Authorised Users (Part B – clause 4A)** Specify time and materials rates for preparation of reports by the Contractor in accordance with clause 11.12 of Part 1 of the Agreement	Customer to specify the time and materials rates for preparation of reports by the Contractor.	Not Applicable
C18.3	**Establishment of Centre of Excellence (clause 5.1(j))** Specify any additional Materials, support and assistance required to be provided by the Contractor to the Lead Agency in establishing the Centre of Excellence in accordance with clause 2 of Part 1 of the Agreement	The Lead Agency will operate a centre of excellence for the benefit of all Eligible Customers in relation to the deployment and ongoing operation of the Licensed Software. The Contractor undertakes to provide Materials, support and assistance to the nominated Lead Agency as reasonably required to support the nominated Lead Agency in the establishment of the Centre of Excellence, including without limitation: specialized training; product update information; and product support services, for the purposes of enabling the nominated Lead Agency to manage the operation and maintenance of the Licensed Software; provide configuration and support services to Eligible Customers licensed to use the Licensed Software; and integrate the Licensed Software with specified third party software.	Not Applicable
C18.4	**Utility Tools (Part C – clause 12)** Specify the Charges applicable to the provision of the necessary utility tools, object libraries and other devices required to operate and maintain the Licensed Software	Customer to specify the applicable Charges.	Not Applicable
C18.5	**Additional Conditions(clause 1.1 of the Dictionary – definition of "Additional Conditions")** Specify any additional terms and conditions applying to Whole of Government Requirements	The Contract Authority will not consent to Additional Conditions that have an effect that is contrary to the terms and conditions of the	Not Applicable

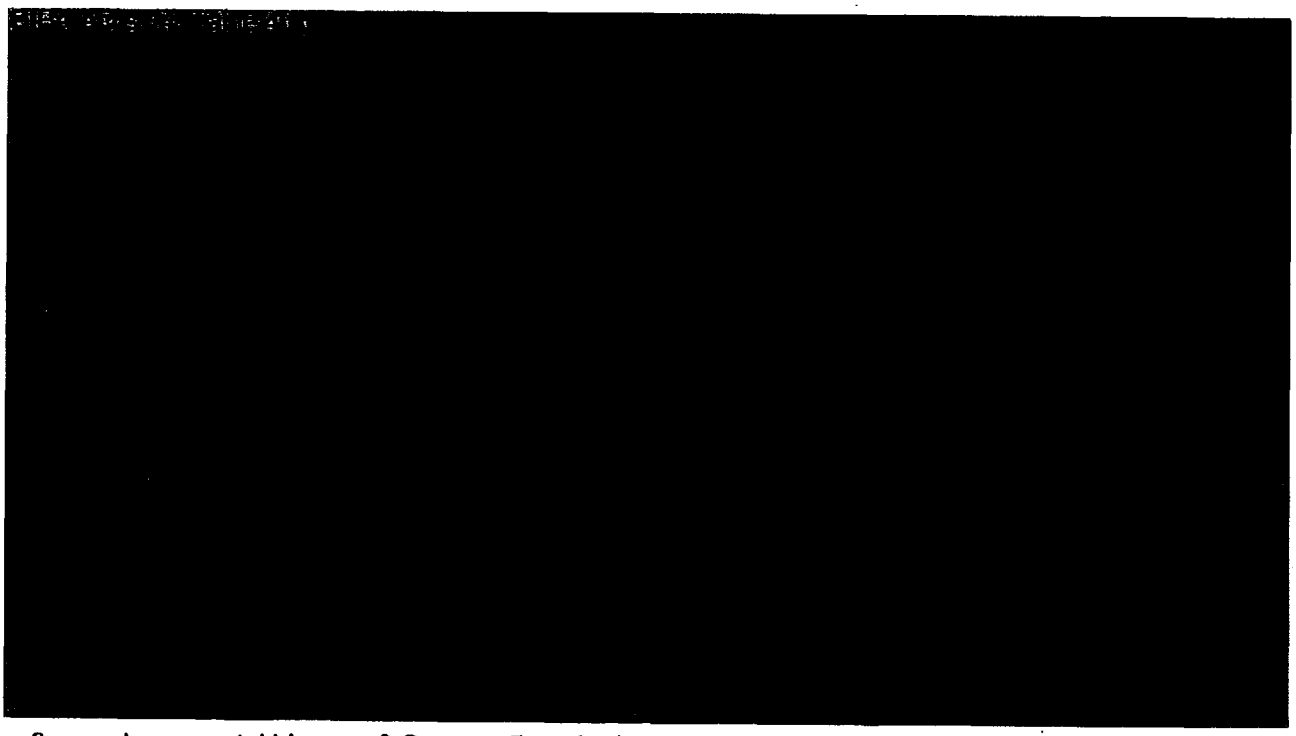
VENTYX
AN ABB COMPANY

VENTYX PTY LTD and
RAIL CORPORATION NEW SOUTH WALES

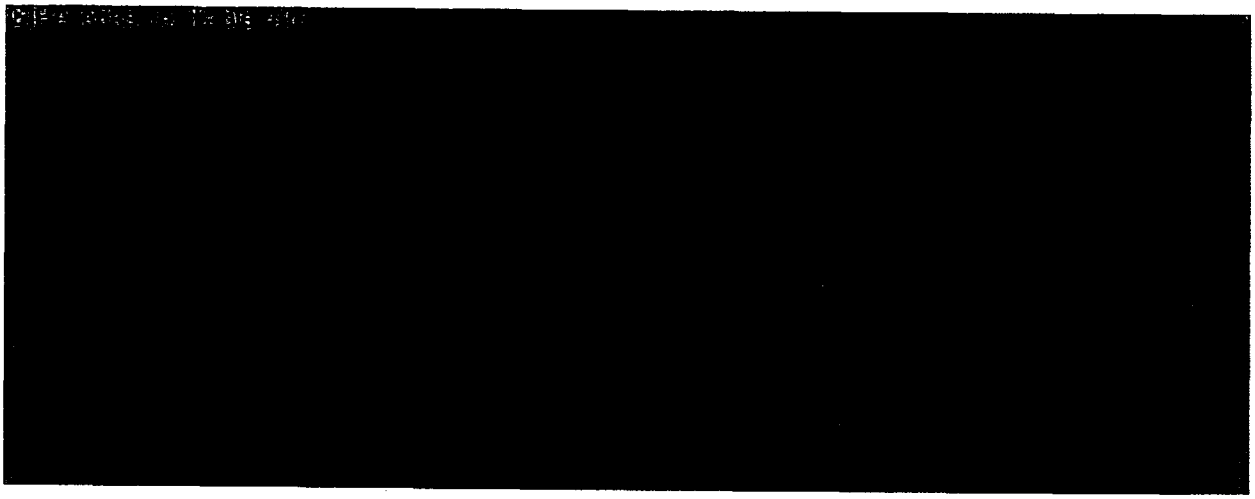
AMENDMENT NO. 1 TO ORDER FORM NO.1 UNDER PROCURE IT AGREEMENT 2603

This Amendment No. 1 ("Amendment"), effective as of the date last signed below, is entered into by and between **Ventyx Pty Ltd (ABN 29 010 087 608)** of Level 7, 193 Turbot Street, Brisbane, Queensland, 4000 ("Ventyx") and **Rail Corporation New South Wales (ABN 59 325 778 353)** of Level 6, 18 Lee Street. Chippendale, New South Wales 2008 ("Customer"), and modifies Order Form No.1 under Procure IT Agreement 2603 dated 18 December 2009, and all related attachments and addenda thereto ("Agreement").

1. This Amendment modifies the Agreement in the following limited respects:



2. **Incremental License & Support Fees for Increase in FTE Count**



b. The above fees are due and owing on execution of this Amendment and payable 30 days from receipt of invoice.

[redacted]

3. This Amendment is governed by and subject to the Agreement, and is hereby incorporated into and made a part of the Agreement. Capitalised terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. All other terms and conditions as contained in the Agreement shall remain in full force and effect unless as modified herein.

4. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorised agents.

CUSTOMER

Signatu[redacted]

Printed:

Title:

Date:

VENTYX

[redacted]

VENTYX

[redacted]

Date: 26 September 2013

ABB ENTERPRISE SOFTWARE PTY LTD and
RAIL CORPORATION NEW SOUTH WALES

AMENDMENT NO. 2 TO ORDER FORM NO.1 UNDER PROCURE IT AGREEMENT 2603

This Amendment No. 2 ("Amendment"), effective as of the date last signed below, is entered into by and between **ABB Enterprise Software Pty Ltd ABN 29 010 087 608** (previously Ventyx Pty Ltd ABN 29 010 087 608) of Level 9, 757 Ann Street, Fortitude Valley, Queensland, 4006 ("ABB") and **Rail Corporation New South Wales ABN 59 325 778 353** of Level 6, 18 Lee Street. Chippendale, New South Wales 2008 ("Customer"), and modifies Order Form No.1 under Procure IT Agreement 2603 dated 18 December 2009, and all related attachments and addenda thereto ("Agreement").

This Amendment modifies the Agreement in the following limited respects:

1. **Definitions**

   a. "***Extended Support***" means "Extended Support", as defined in ABB's support policy, as described in the document entitled *'Ellipse and Related Ventyx Products Supported Platforms*' attached as Schedule 1 to this Agreement, which is also published via the Customer's online support portal.

   b. "***Sustaining Support***" means "Sustaining Support", as defined in ABB's support policy, as described in the document entitled *'Ellipse and Related Ventyx Products Supported Platforms'* attached as Schedule 1 to this Agreement, which is also published via the Customer's online support portal.

2. **Election to take Extended Support for Support Services**

   a. The parties acknowledge and agree that the version of the Ellipse Software supported by ABB under the Agreement and currently in use by the Customer as at the date of this Amendment is Ellipse version 6.3.1, and the Support Services for that version are subject to Sustaining Support with effect from 1 October 2014, unless the Customer elects to take up Extended Support.

GIPA Act s 14, Table 4(b)

[redacted]

   (2) for the sake of clarity, the above stated fee for the Extended Support Period is in addition to existing Support Services Fees under the Agreement and under the Umbrella Agreement (as that term is defined in the Agreement).

   c. The Customer acknowledges and agrees that any agreement for provision by ABB of Extended Support after expiry of the Extended Support Period will be subject to separate written agreement between the parties.

ABB ENTERPRISE SOFTWARE PTY LTD and
RAIL CORPORATION NEW SOUTH WALES

AMENDMENT NO. 2 TO ORDER FORM NO.1 UNDER PROCURE IT AGREEMENT 2603

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3. This Amendment is governed by and subject to the Agreement, and is hereby incorporated into and made a part of the Agreement. Capitalised terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. All other terms and conditions as contained in the Agreement shall remain in full force and effect unless as modified herein.

4. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorised agents.

CUSTOMER

Signature: _____

Printed: _____

Title: _____

Date: _____

ABB

Signat _____

Printe

Title:

Date:

ABB

Signatu _____

Printed:

Title:

Date: _____

ABB ENTERPRISE SOFTWARE PTY LTD and
RAIL CORPORATION NEW SOUTH WALES

AMENDMENT NO. 2 TO ORDER FORM NO.1 UNDER PROCURE IT AGREEMENT 2603

Schedule 1
ABB 'Ellipse and related Ventyx Products Supported Platforms' document

VENTYX
AN ABB COMPANY

Ellipse and Related Ventyx Products Supported Platforms

November 2014

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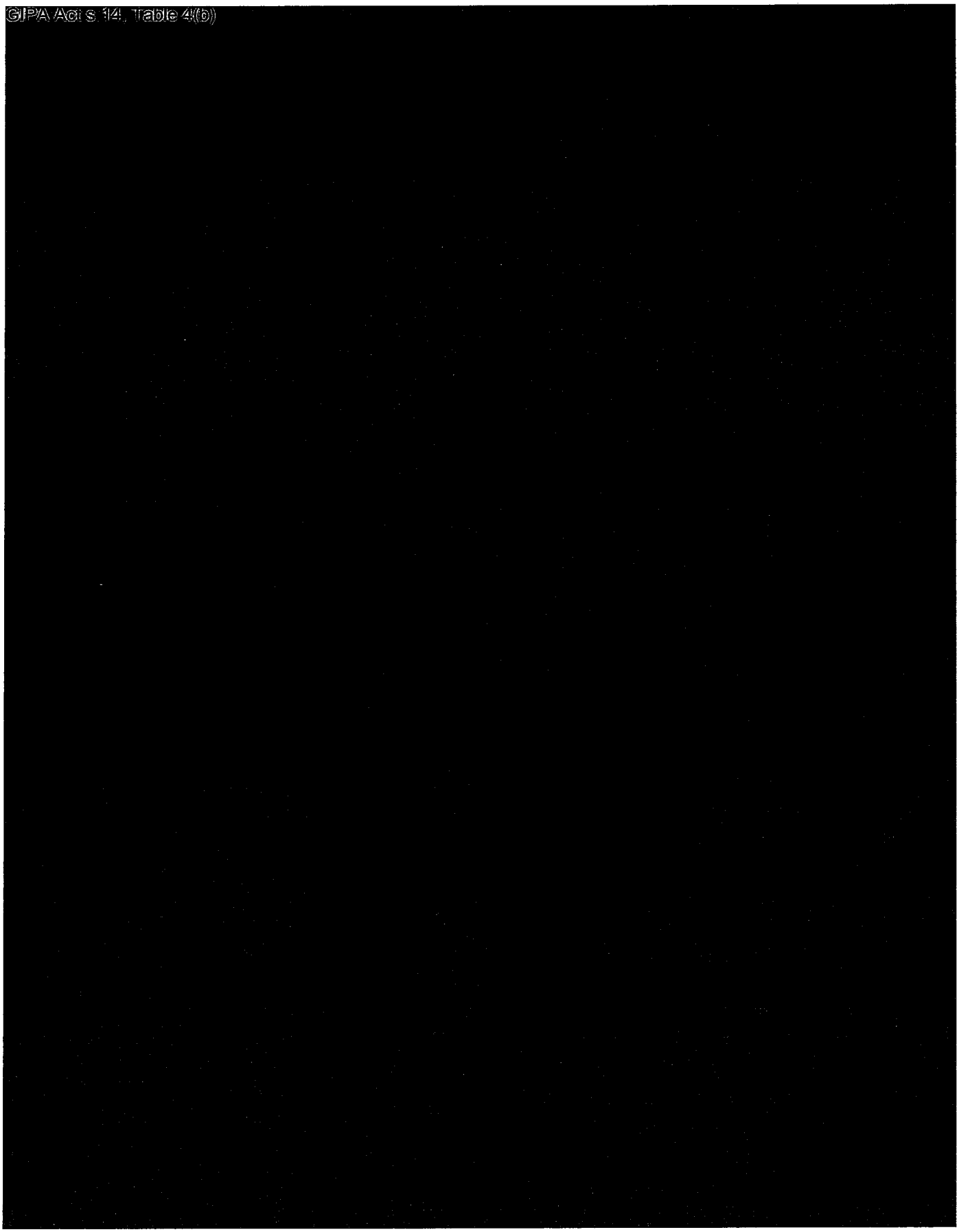
All Rights Reserved

Confidential and Proprietary

Legal Disclaimer

The product described in this documentation may be connected to, and/or communicate information and data via, a network interface, which should be connected to a secure network. It is your sole responsibility to ensure a secure connection to the network and to establish and maintain appropriate measures (such as but not limited to the installation of firewalls, application of authentication measures, encryption of data, installation of antivirus programs, etc.) to protect the product, the network, your systems, and the interface against any kind of security breach, unauthorized access, interference, intrusion, leakage, damage, or corruption or theft of data. We are not liable for damages or losses related to any such security breach, unauthorized access, interference, intrusion, leakage, damage, or corruption or theft of data.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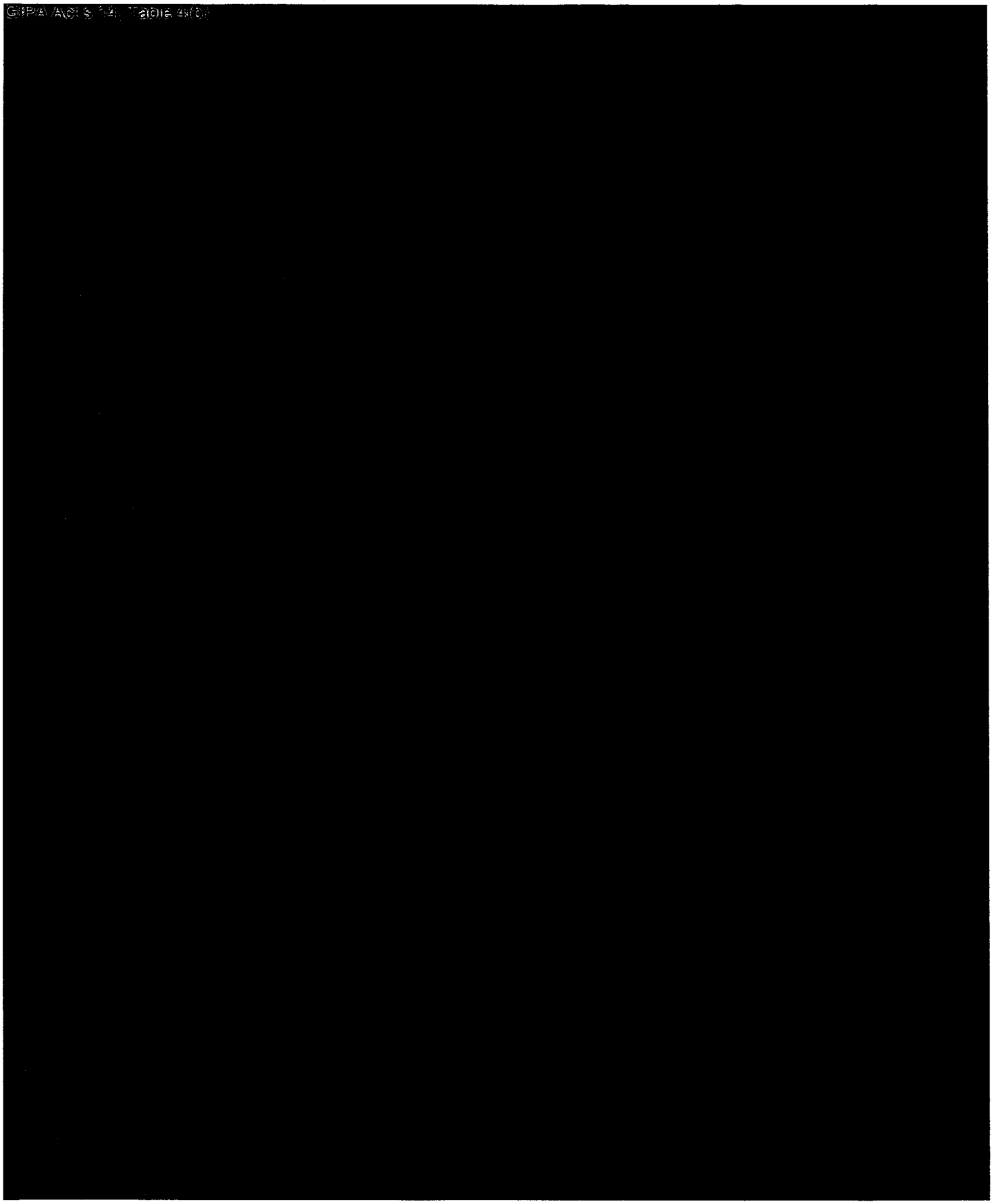
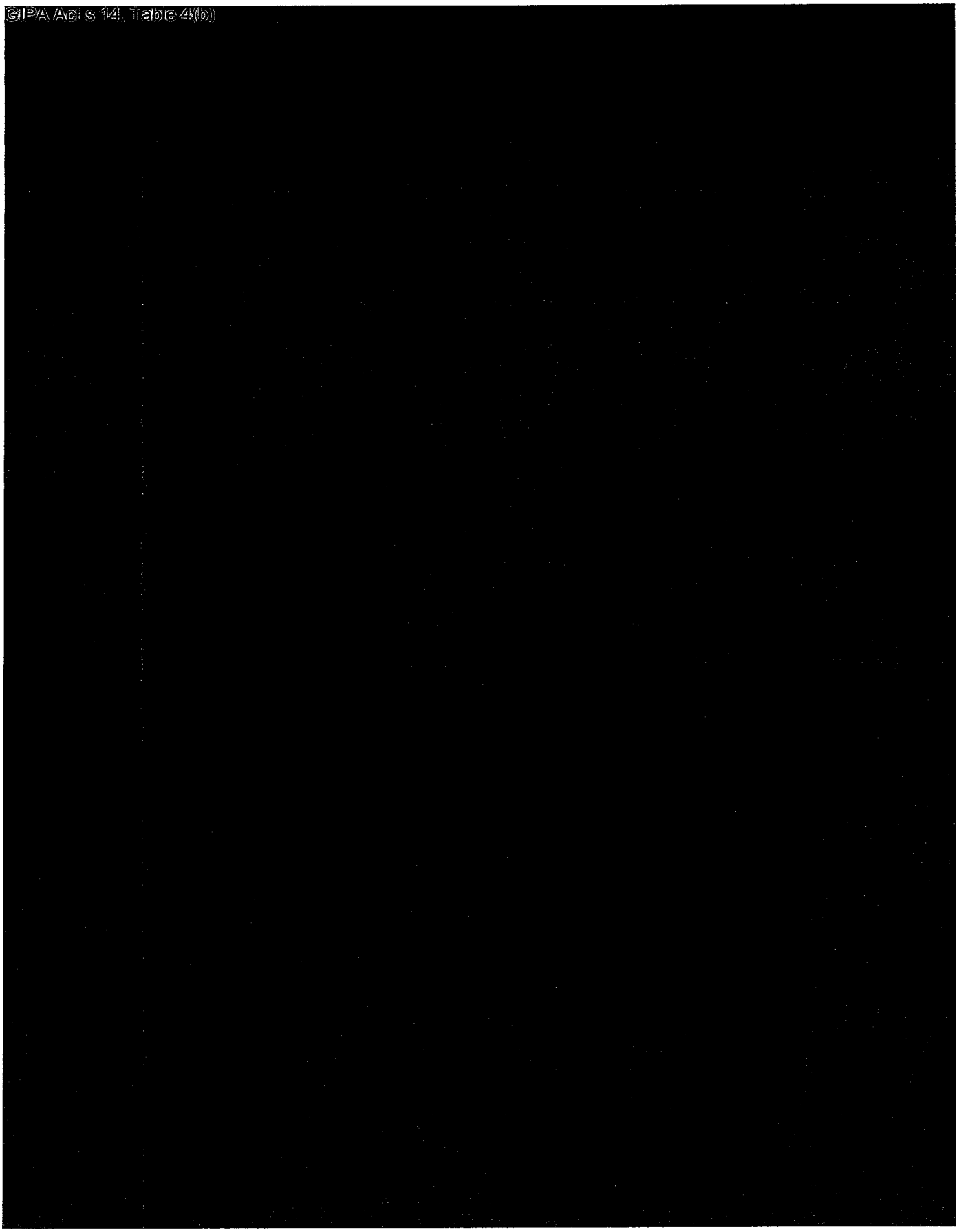

GIPA Act s. 14, Table 4(d)



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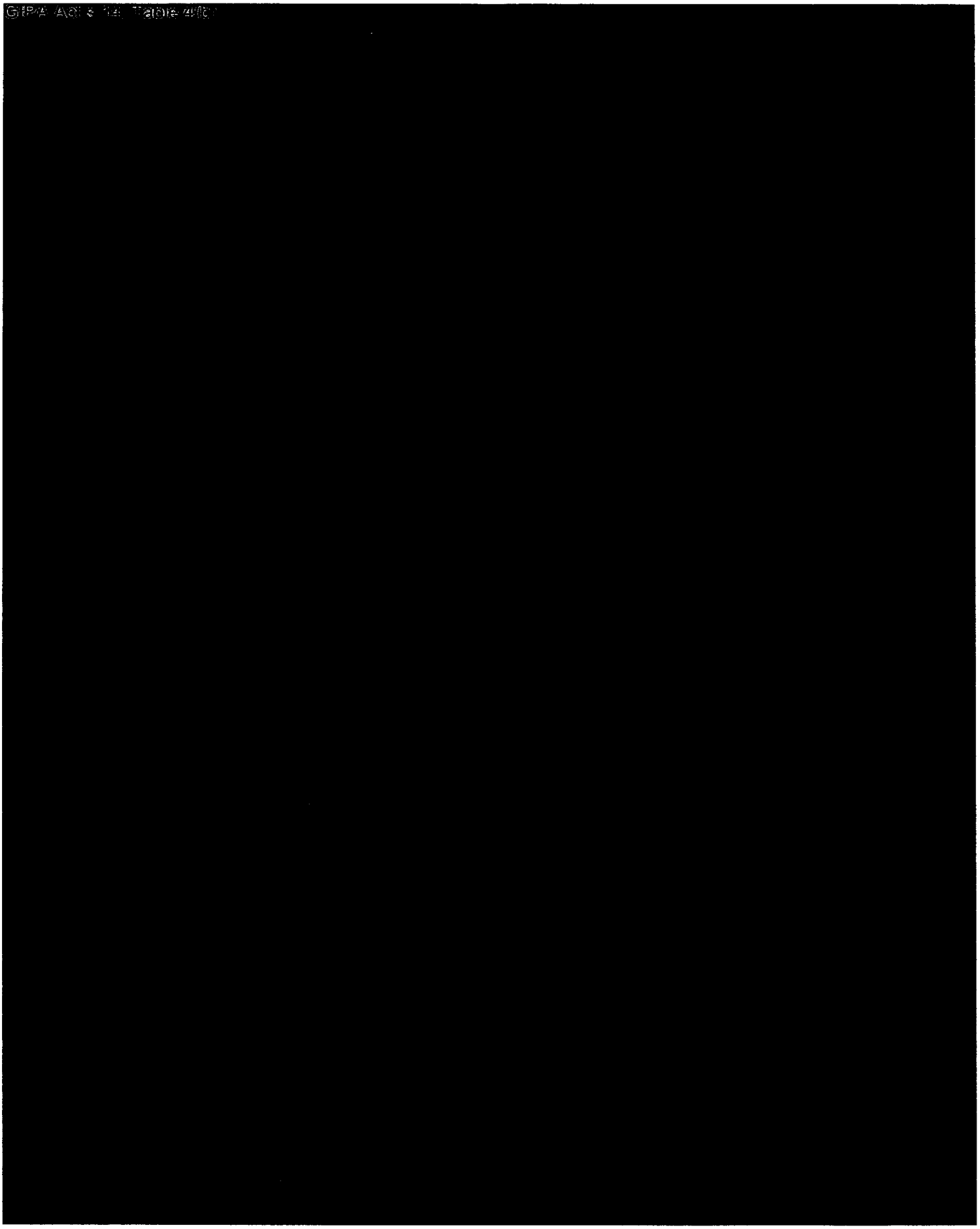

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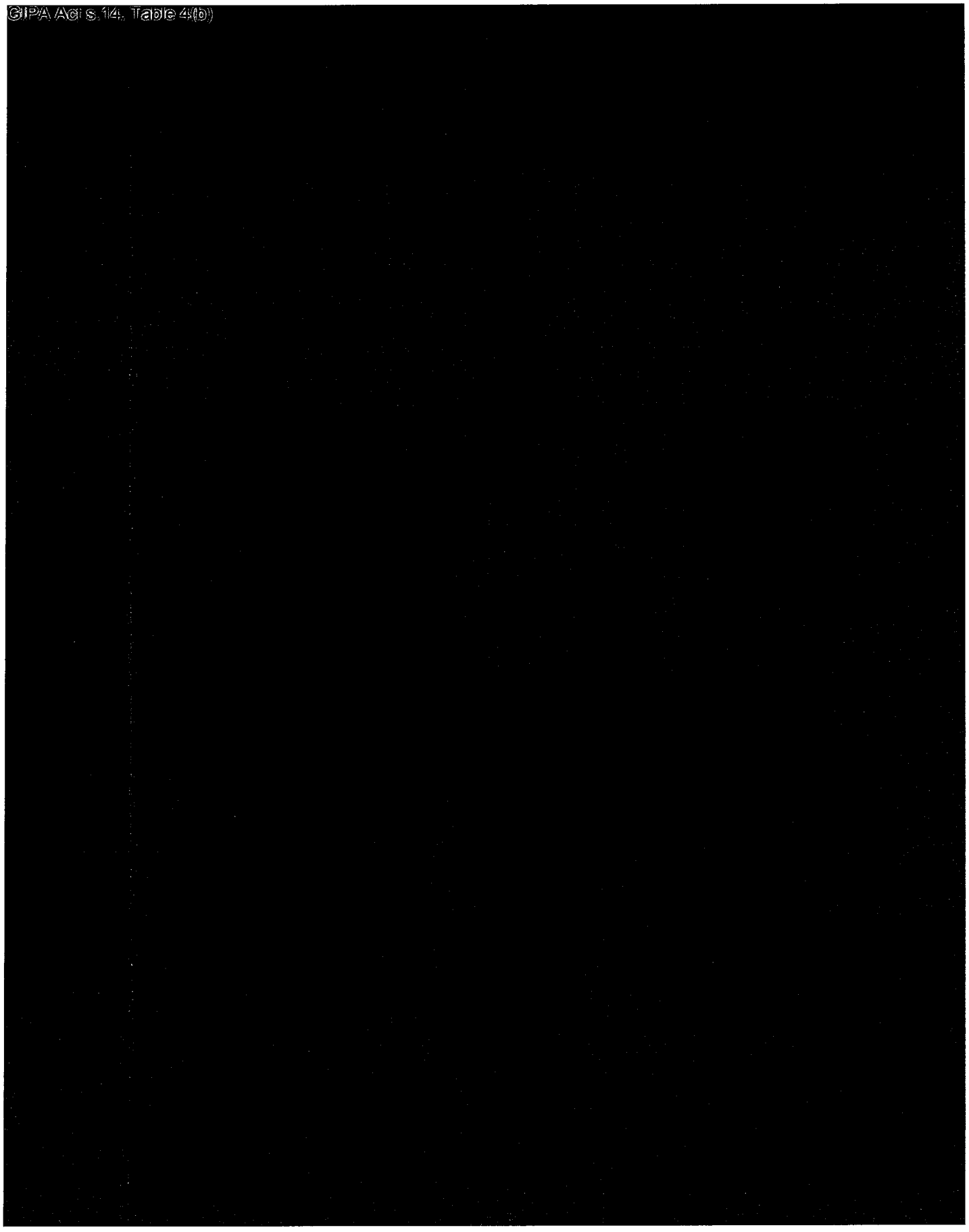

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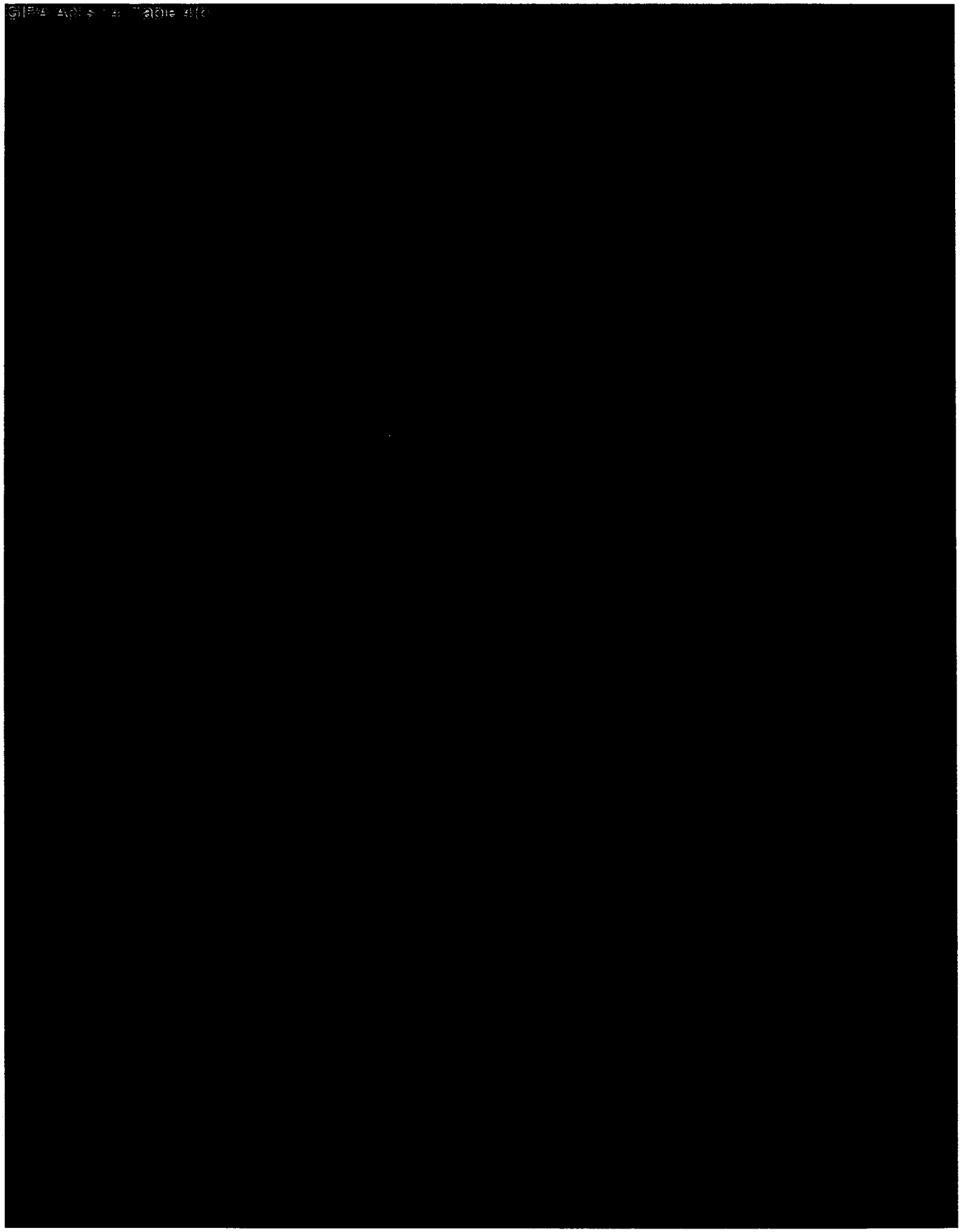

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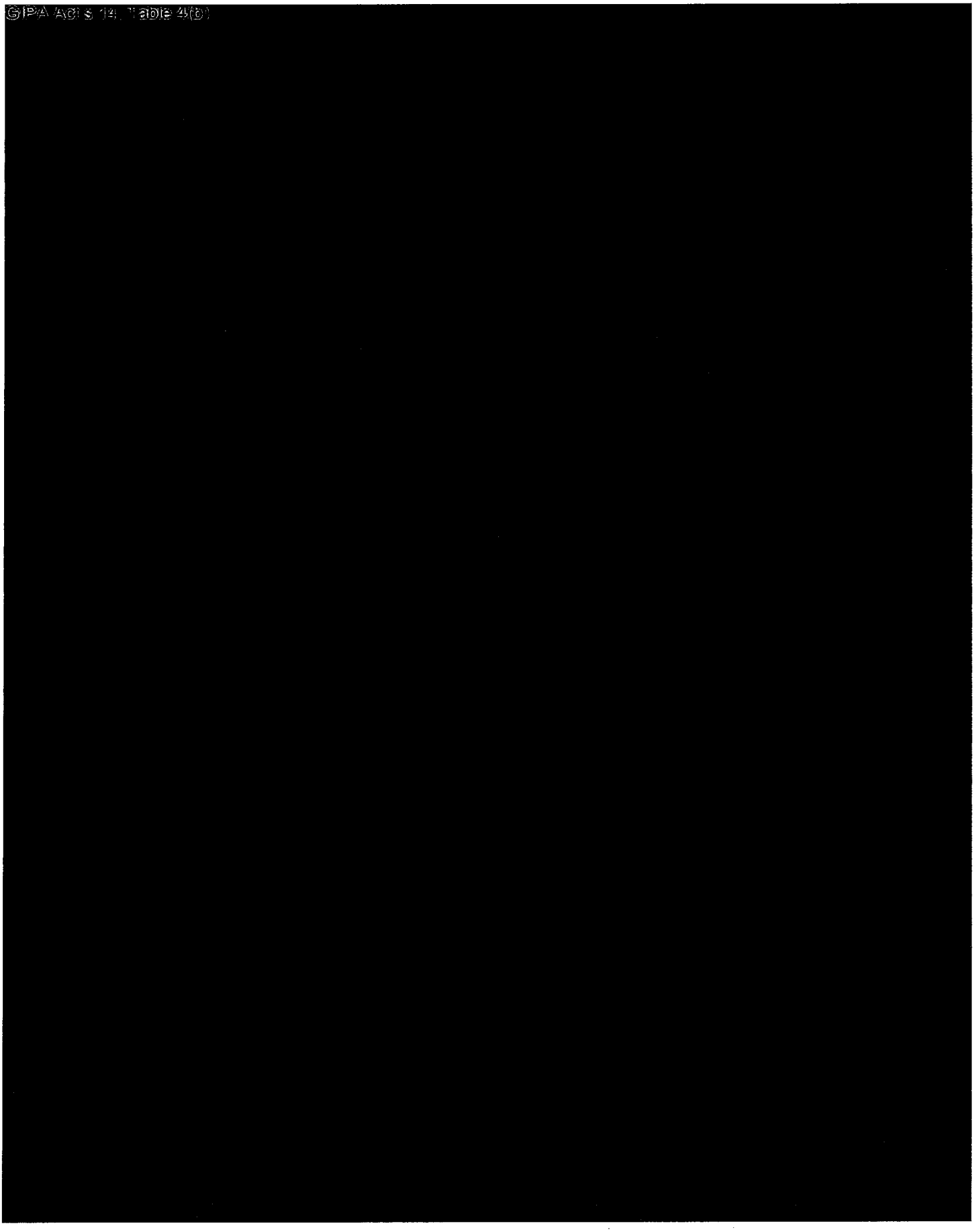

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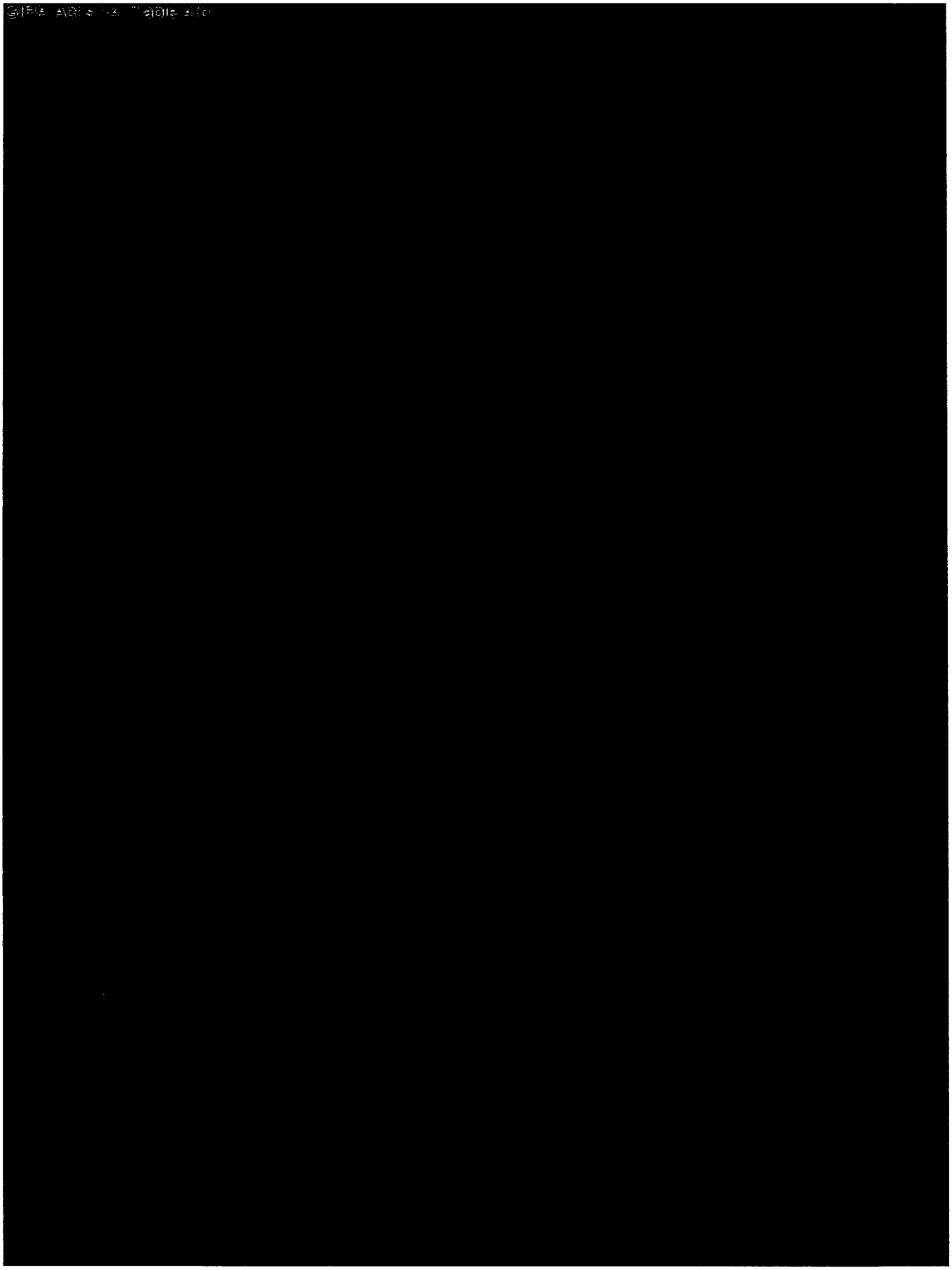

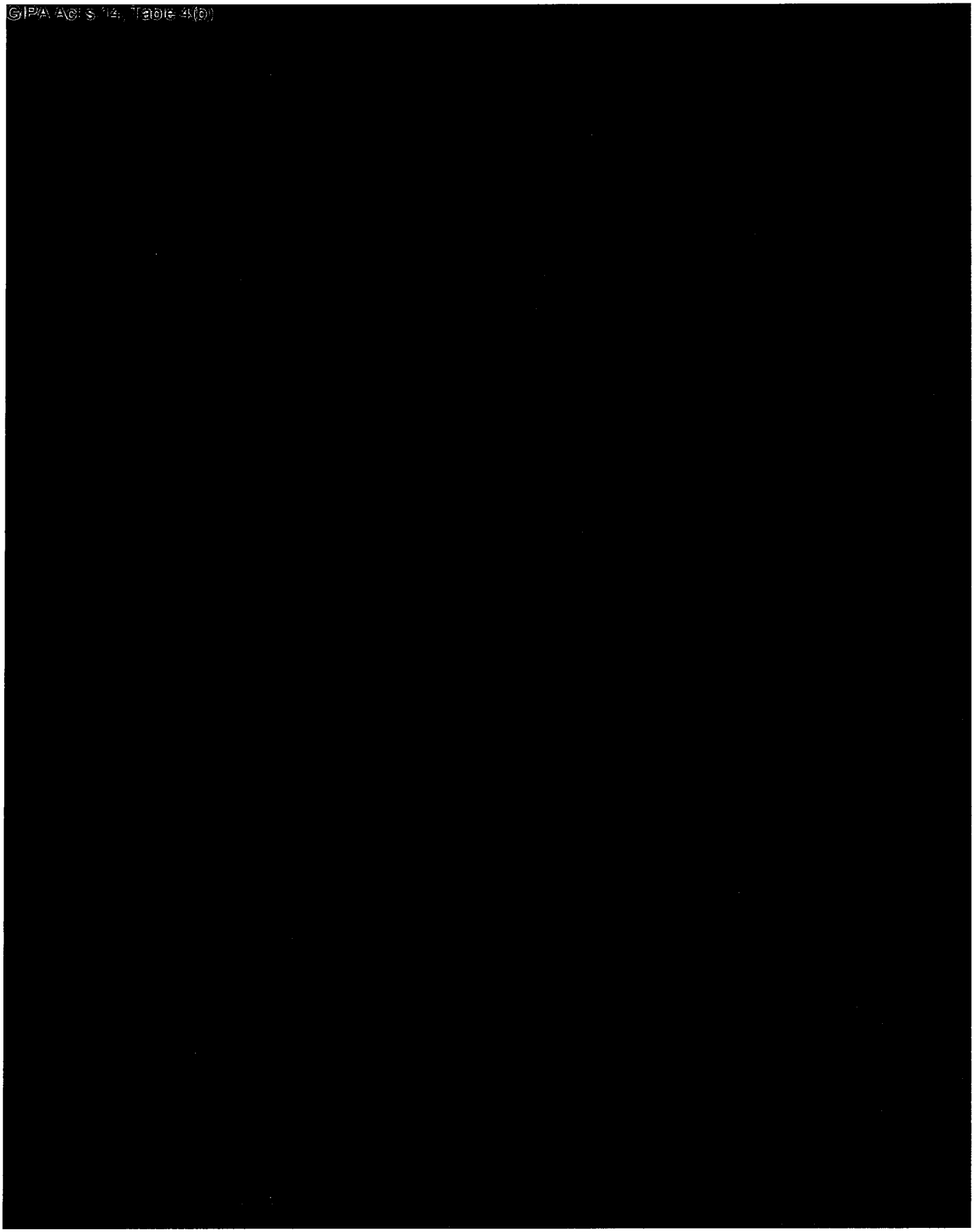

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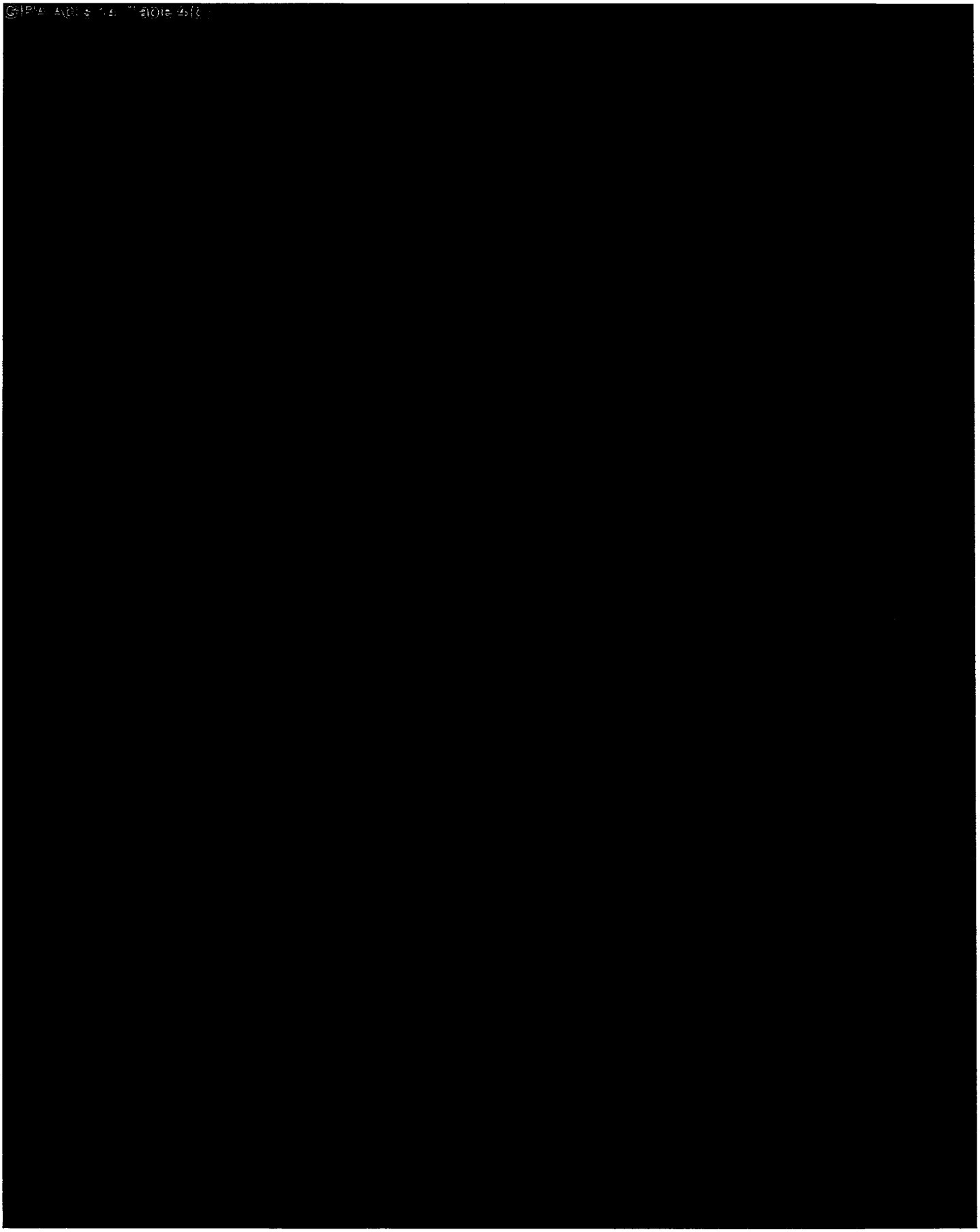

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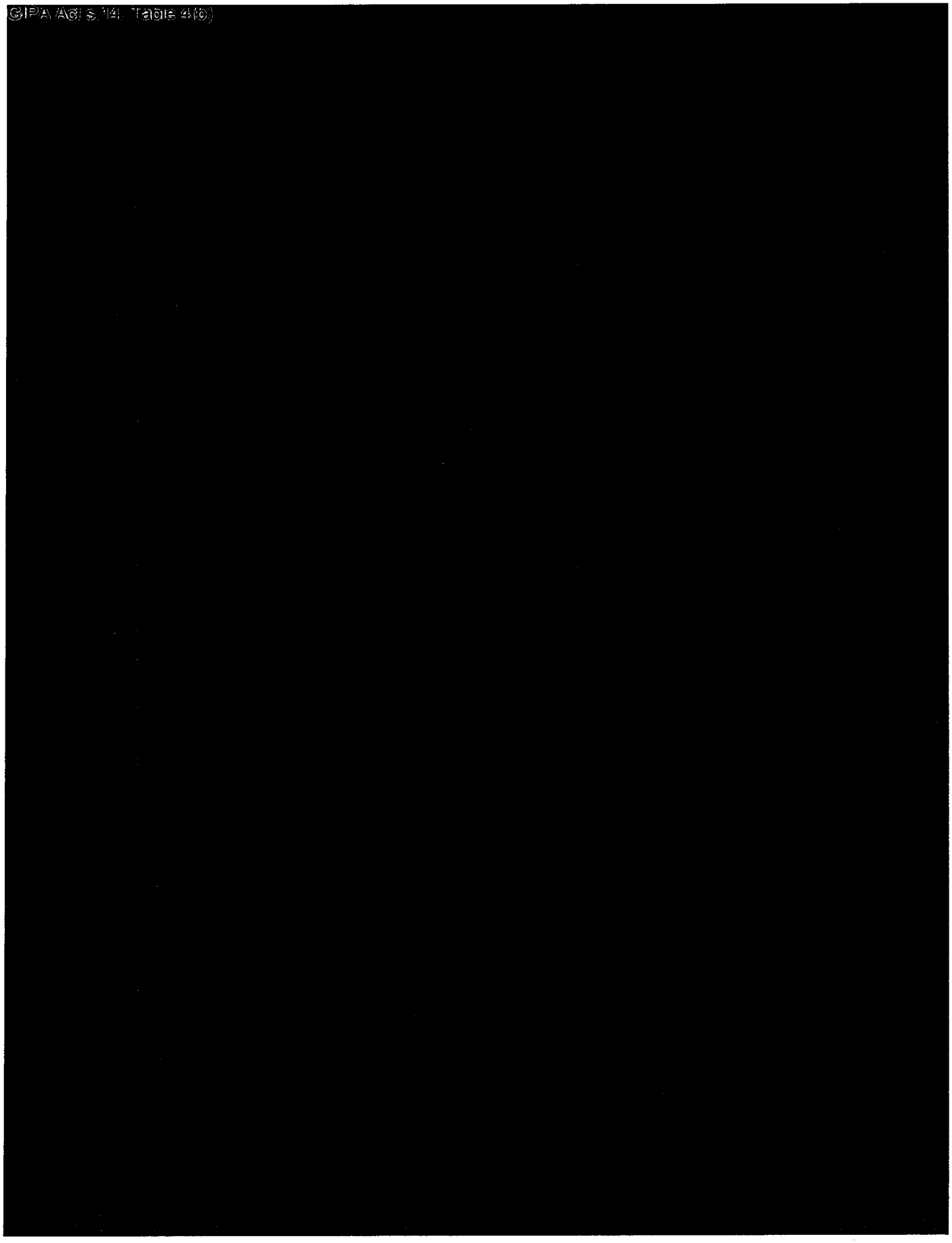

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