

Schedule 1: General Order Form

[Use instruction: *If the order is a straight forward and/or low value order for hardware, software or services where the maximum value of the order can be calculated with certainty (i.e. the maximum amount payable is set out in the “Total Amount Payable” box in Item 11, then the Parties may use a shortened version of the General Order Form and any Module Order Form.*

The shortened version of the General Order Form **must**:

- *Include all the Items that are set out in clause 3.4 of the Customer Contract. (i.e. Items 1, 4, 7 (if there is a Head Agreement), 8, 10, 11, 12 and 13);*
 - *Include any other Items (if any) that the Parties agree;*
 - *Be in the same form and structure (even if some Items are omitted);*
 - *Ensure that the Items that remain are have the same number or heading as the number of heading in this pro forma General Order Form*
 - *Include the following as a title:*

“General Order Form. Schedule 1 to the Customer Contract (which is Part 2 of the Procure IT Framework)”
 - *Include the following text above the signature box;*

“This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.”
 - *Be signed by both parties.*
 - *Cross reference and include the relevant Order Details from any Module Order Form and any details from the Module Order Forms that are required to describe the Products or Services.*
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General Order Form

Schedule 1 to the Customer Contract (which is Part 2 of the Procure IT Framework)

ORDER NUMBER	TITLE

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	Transport for NSW

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	18 Lee Street Chippendale NSW 2008

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	IBM Australia Limited ABN 79 000 024 733

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	601 Pacific Hwy St Leonards NSW 2065

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	Alwyn Arthur

Item 7 Head Agreement – not used

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

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

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

Module 1 – Hardware Acquisition and Installation	<input checked="" type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input checked="" type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input checked="" type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input checked="" type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		<input type="checkbox"/>
Module 10 – X as a Service	<input type="checkbox"/>		

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

Formation (clause 3.8(b))

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

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input type="checkbox"/>
Schedule 2 – Agreement Documents	<input type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input type="checkbox"/>
Schedule 3 – Service Level Agreement	<input type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The Commencement Date is the date when the Customer and the Contractor sign the Customer Contract.
Specify the end of the Contract Period:	Contract Period continues until the completion of the 5 Year Hardware Maintenance and Support, which is 5 Years from the AAD of Installation
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
<p>System X product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>TAB- HW FlexSystem (Initial) TAB- HW Other IBM item # 1-9</p> <p>Inclusive of 5 years Hardware and Software Support</p>			[Omitted]
<p>System P product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>TAB- HW Other IBM item # 10-13</p> <p>Inclusive of 5 years Hardware and Software Support</p>			[Omitted]
<p>Storage (2 year bundle) product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>HW SAN (0-24 months inc DMZ)</p> <p>Inclusive of 5 years Hardware and Software Support</p>			[Omitted]
		Sub-Total:	[Omitted]
		Delivery Charges:	
		Any Other Charges:	

	GST:	[Omitted]	
This is the Contract Price (plus GST)	Total Amount:	[Omitted]	
	Price per Unit	Quantity	Extended Price
<p>Milestone payment for Storage year 3.</p> <p>Product and services are listed in Annexure A.3 - IBMBOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>HW SAN (Controlled - Year 3) HW BUR (Controlled - Year 3)</p> <p>Support pro rated from initial purchase (total 5 yrs) Note: both IBM and the client have the right to substitute this equipment for similar value technology, available at the time. This will be based on the similar capacity with any appropriate reductions in price based on the new technology passed on to Transport for NSW</p>			[Omitted]
	Sub-Total:	[Omitted]	
	Delivery Charges:		
	Any Other Charges:		
	GST:	[Omitted]	
This is the Contract Price (plus GST)	Total Amount:	[Omitted]	

Product and/or Service	Price per Unit	Quantity	Extended Price
<p>Milestone payment for Storage year 12</p> <p>Product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>HW FlexSystem (12 Month)</p> <p>Inclusive of 5 years Hardware and Software Support Note: both IBM and the client have the right to substitute this equipment for similar value technology, available at the time. This will be based on the similar capacity with any appropriate reductions in price based on the new technology passed on to Transport for NSW.</p>			[Omitted]
		Sub-Total:	[Omitted]
		Delivery Charges:	
		Any Other Charges:	
		GST:	[Omitted]
This is the Contract Price (plus GST)		Total Amount:	[Omitted]

Product and/or Service	Price per Unit	Quantity	Extended Price
<p>Optional milestone payment for System X 24 Months</p> <p>Product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>HW FlexSystem (24 Month)</p> <p>Inclusive of 5 years Hardware and Software Support Note: both IBM and the client have the right to substitute this equipment for similar value technology, available at the time. This will be based on the similar capacity with any appropriate reductions in price based on the new technology passed on to Transport for NSW.</p>			[Omitted]
		Sub-Total:	[Omitted]
		Delivery Charges:	
		Any Other Charges:	

Product and/or Service	Price per Unit	Quantity	Extended Price
		GST:	[Omitted]
This is the Contract Price (plus GST)		Total Amount:	[Omitted]
Product and/or Service	Price per Unit	Quantity	Extended Price
<p>Optional milestone payment for System X year 3-4</p> <p>Product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>HW FlexSystem (Years 3 - 4)</p> <p>Inclusive of 5 years Hardware and Software Support Note: both IBM and the client have the right to substitute this equipment for similar value technology, available at the time.</p>			[Omitted]
		Sub-Total:	[Omitted]
		Delivery Charges:	
		Any Other Charges:	
		GST:	[Omitted]
This is the Contract Price (plus GST)		Total Amount:	[Omitted]

Product and/or Service	Price per Unit	Quantity	Extended Price
<p>Milestone payment for Storage year 4</p> <p>Product and services are listed in Annexure A.3 - IBM BOM SAN 24 month bundle System P and System X under the following spreadsheet sub headings</p> <p>HW SAN (Controlled - Year 4) HW BUR (Controlled - Year 4)</p> <p>Support pro rated from initial purchase (total 5 yrs)</p> <p>Note: both IBM and the client have the right to substitute this equipment for similar value technology, available at the time. This will be based on the similar</p>			[Omitted]

Product and/or Service	Price per Unit	Quantity	Extended Price
capacity with any appropriate reductions in price based on the new technology passed on to Transport for NSW.			
	Sub-Total:		[Omitted]
	Delivery Charges:		
	Any Other Charges:		
	GST:		[Omitted]
This is the Contract Price (plus GST)	Total Amount:		[Omitted]

IBM will provide sufficient spare parts

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	[Omitted]
Specify any delivery instructions:	[Omitted]
Specify the hours during which delivery may be made to the Site:	During Customer normal business hours between 8:30am and 5pm Sydney time (AEST), Monday to Friday excluding NSW Public Holidays.

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	Contractor will deliver Hardware, Hardware Maintenance and Support and Installation Services in accordance with this Order.

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	Accounts Payable
Specify address to which invoices should	Invoices must be emailed to the following addresses for

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
be sent:	processing: [Omitted]
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	30 days from receipt of a Correctly Rendered Invoice.
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	The Contract Price will be paid in accordance with Item 11, IBM Systems Storage Proposal attached as Annexure A, and the following: (i) On AAD of the Hardware which will occur no later than 5 business days after delivery. (ii) GST is to be added to all amounts payable by the Customer under this Order. (iii) The making of a payment is not an acknowledgment that the Products and Services have been supplied or accepted in accordance with this Agreement. (iv) Additional services must be approved by the Customer prior to the work being performed and subject to variation or new Agreement.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	The Contract Price is [Omitted] .

Item 15 User Documentation – Not Used

Item 16 Management Committee – Not Used

Item 17 Performance Review Procedures – Not Used

Item 18 Site Preparation and Maintenance – Not Used

Item 19 Implementation Planning Study – Not Used

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation – Not Used

Item 21 Liquidated Damages – Not Used

Item 22 Customer Supplied Items (CSI) and Customer Assistance – Not Used

Item 23 Escrow – Not Used

Item 24 Business Contingency Plan – Not Used

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.	[Omitted]:

Item 26 Customer's Personnel – Not Used

Item 27 Specified Personnel – Not Used

Item 28 Subcontractors – Not Used

Item 29 Quality Standard Accreditation – Not Used

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	Contractor will comply with all relevant laws
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	Refer Item 25

Item 31 Customer's Compliance with Standards, Codes and Laws – Not Used

Item 32 Acceptance Testing- Not Used

Item 33 Credit/Debit Card – Not Used

Item 34 Intellectual Property – Not Used

Item 35 Confidentiality – Not Used

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	Public Liability in accordance with the Customer Contract
Level of indemnity of product liability	Product Liability in accordance with the Customer Contract

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>insurance for the total aggregate liability for all claims for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if any higher limit of cover that is required by the Customer Contract:]</p>	
<p>If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000</p> <p>[Only specify is a higher limit that is required by the Customer Contract:]</p>	Professional Indemnity in accordance with the Customer Contract
<p>Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:</p>	Worker's compensation insurance as required by all relevant laws of Australia relating to worker's compensation

Item 37 Performance Guarantee – Not Used

Item 38 Financial Security – Not Used

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Limitation of Liability (clause 18)</p> <p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	<p>[Omitted]</p>
<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> • the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or • provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	<p>Not applicable</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Not applicable

Item 40 Performance Management Reports – Not Used

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24.11)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	

Item 42 Termination for Convenience – Not Used

Item 43 Additional Conditions – Not Used

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

SIGNED AS AN AGREEMENT

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

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

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

IBM Australia Limited ABN 79 000 024 733

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 3: Service Level Agreement – Not used

Schedule 4: Variation Procedures

1. Procedures

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

evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

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

2. Status

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

3. Change Request Form

CHANGE REQUEST BRIEF DETAILS

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

CHANGE REQUEST HISTORY LOG

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

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

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

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

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

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

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

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

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

Responsibilities of the Contractor

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

Responsibilities of the Customer

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

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

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

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

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

EFFECT ON USERS OF THE SYSTEM/SOLUTION

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

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

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

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

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

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

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

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

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

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

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

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

AUTHORISATION

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

SIGNED AS AN AGREEMENT

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

[Redacted signature line]

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

[Redacted signature line]

[Redacted signature line]

Signature of Customer Representative

[Redacted signature line]

Print name

[Redacted signature line]

Date

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

[Redacted signature line]

[Redacted signature line]

Signature of Authorised Signatory

[Redacted signature line]

Print name

[Redacted signature line]

Date

Schedule 5: Escrow Deed – Not Used

Schedule 6: Deed Poll – Approved Agents – Not Used

Schedule 7: Statutory Declaration – Subcontractor – Not Used

Schedule 8: Deed of Confidentiality – Not Used

Schedule 9: Performance Guarantee – Not Used

Schedule 10: Financial Security – Not Used

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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

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

5. Role of Expert

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

6. Confidentiality

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

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

Schedule 12: PIPP– Not Used