

[FIVE]

ORDER FORMS

Provision of Managed Network Services to the Transport for NSW

Order Form

This Order is placed under this 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	Transport for NSW
Service Address	PO Box K659
	HAYMARKET NSW 1240
Customer's Representative	General Manager, Commercial & Vendor Management

(ii) Contractor

Name of Customer	UXC Connect Pty. Ltd
Service Address	2 Minna Close
	Belrose NSW 2085
Contractor's Representative	Company Secretary

(iii) Agreement

Specify Agreement number and title	Contract 0800182	Title	Government Telecommunications Agreement (GTA) Category 5
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(iv) Modules that apply to the Contract, as agreed between the Parties

Module 1 – Hardware Acquisition and Installation	<input checked="" type="checkbox"/>	Module 8 – Data Management	<input type="checkbox"/>
Module 2 – Hardware Maintenance Services	<input checked="" type="checkbox"/>	Module 9 – Telecommunications	<input type="checkbox"/>
Module 3 – Licensed Software	<input checked="" type="checkbox"/>	Module 10 – Web Services	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 11 – Managed Services	<input checked="" type="checkbox"/>
Module 5 – Software Support Services	<input checked="" type="checkbox"/>	Module 12 – Systems Integration Services	<input checked="" type="checkbox"/>
Module 6 – IT Personnel	<input type="checkbox"/>		<input type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>		<input type="checkbox"/>

(v) Person who has authorised Submission of this Order

Name	John Thomas	Title	Director & Group CIO
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Signature

Date			20
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(vi) List of Attachments

The following annexures are attached:

Special Conditions of 18 pages
Contract Specifications (Scope of Work) of 123 pages
Contract Specifications (Services Overview) of 59 pages
Pricing Schedule of 16 pages
Transition Plan of 10 pages

(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) Acknowledgment 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

 20

SIGNED for and on behalf of the Contractor by

(who by this execution warrants his authority to so sign) in the presence of:-

Witness

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
<p>B1</p>	<p>Risk management (clause 8.1)</p> <p>(a) Insurance Requirements</p> <p>Insurance obtained by the Contractor under the Agreement (Contract Authority to include):</p> <p>Customer to specify any additional insurance that it requires to the insurance the Contractor holds under the Agreement:</p> <p>(i) Specify type of insurance required by the Customer:</p> <p>(ii) Specify the term:</p> <p>(iii) Specify the amount of insurance:</p> <p>(b) Financial Security</p>		
			<p>See Item 8 of the Agreement Details.</p>
			<ul style="list-style-type: none"> • Professional Indemnity; and • Contract Works (including Accidental Damage, Burglary, Theft) and Transit Insurance) to cover Principal Supplied Items extension coverage whilst in the care, custody and control of the Contractor.
			<ul style="list-style-type: none"> • In relation to Professional Indemnity insurance – from the Commencement Date to 6 years following termination or expiry of the Contract. The Professional Indemnity insurance can be taken out as annual cover where the cover is to include a retroactive date being the Commencement Date of the Contract. • In relation to Contract Works and Transit insurance – annually, for the duration of the Contract.
	<ul style="list-style-type: none"> • In relation to Professional Indemnity insurance – \$10 million for each and every occurrence and in the aggregate for all occurrences. • In relation to Contract Works insurance – \$2.5 Million for any single occurrence and at least \$2.5 Million in the aggregate as to the number of occurrences. A loss sub-limit of \$2.5 Million on any single occurrence of burglary or theft. 		

<p>Financial Security provided by the Contractor under the Agreement (Contract Authority to include):</p>		None
<p>Customer to specify any additional security that it requires in addition to the Financial Security the Contractor has provided under the Agreement including:</p>		
<p>(i) Specify the date by which required; and</p>		NA
<p>(ii) The maximum aggregate sum:</p>		NA
<p>(c) Performance Guarantee (clause 8.3)</p>		
<p>Any Performance Guarantee provided under the Agreement (Contract Authority to include):</p>		None
<p>Customer to specify any additional Performance Guarantees it requires in addition to those provided under the Agreement.</p>		NA
<p>(d) Limitation of Liability (clause 8.5)</p>		
<p>Insert Liability agreed by Contract Authority (if any):</p>		See Item 16 of the Agreement Details.
<p>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);</p>		NA
<p>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);</p>		NA

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	<p>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</p> <p>Insert whether Customer requires increase in cap and amount</p> <p>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:</p> <p>Customer to annex risk management assessment plan.</p>		
			No.
			See Item 16 of the Agreement Details.
			NA
B2	<p>Information Management (clause 9.1)</p> <p>Customer to specify and or annex any information that the Contractor must treat as Confidential Information:</p> <p>Contractor to specify any information that the Customer must treat as Confidential Information:</p> <p>Specify if limited disclosure of Confidential Information is permitted by a party and set out the conditions of disclosure:</p>		
			NA
			NA
			NA
B3	<p>Intellectual Property (clause 9.2)</p> <p>If Applicable the Customer is to specify any Deliverables that the Contractor will own and refer to any agreement in relation to royalties.</p> <p>Customer to specify in the Order if IP rights in Deliverables shall vest in both the Customer and the Contractor:</p> <p>Customer to specify any rights the Contractor has to use a Deliverables:</p>		
			NA
			See clause 10 of the Special Conditions and clause 9.2 of the Customer Agreement. To the extent of any inconsistency between the Customer Agreement and the Special Conditions, the Customer Agreement prevails.
			The Customer grants to the Contractor a non-exclusive, royalty-free, non-transferable license to use the Deliverables during the Contract Period for the sole purpose of performing its obligations under the Contract.
B4	<p>Secrecy and Security (clause 10.3)</p> <p>Customer to specify any secrecy or security requirements that the Contractor is to comply with during the Contract:</p>		
			See clause 11 of the Special Conditions and section 5 of the Contract Specifications.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B5	Contractor's Obligations (clause 11)		
	(a) Quality Assurance Arrangements (clause 11.4.2)		
	Customer to specify any quality assurance and compliance arrangements that it requires:		See the Contract Specifications.
	Specify whether Deliverables are new or otherwise:		Deliverables are to be new.
	(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:		Specification G24
	(ii) any licence or accreditation requirements:		See the Contract Specifications.
	(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:		Contractor accepts payment via credit card either Visa or Mastercard. All credit payments attract a 3% Administration Fee. Contractor also accepts EFT payments into a Bank Account. Bank: National Australia Bank BSB: 082 – 057 Account No:813 – 209 –207 Account Name: UXC Connect Pty. Ltd. ABN: 69 001 002 731 Preferred email address for all invoicing enquiries and remittances: creditdept@uxcbsu.com.au
	(d) CSI Costs (clause 11.11)		
Insert CSI costs:		NA	
(e) Reports (clause 11.12)			
Specify reports required, (if any) time for provision and format:		See the Contract Specifications.	
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:		See the Contract Specifications.
	(ii) Customer to reference or attach any Contract Specifications relevant to the CSI:		See the Contract Specifications.
	(b) Customers Personnel (clause 13.3)		
	Customer to specify if it is making personnel available and their roles and responsibilities:		See the Contract Specifications.
(c) Site Preparation and maintenance (clause 12.3)			

	Specify the Party responsible:		See the Contract Specifications.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B7	<p>Personnel (clause 13.2)</p> <p>(a) Specified Personnel</p> <p>Nominate the key personnel (if any) who are to be dedicated to provide the Deliverables.</p> <p>(b) Sub-contractors (clause 13.5.3)</p> <p>Customer to specify if a statutory declaration subcontractors, substantially in the form of schedule 4, is required.</p>		<p>See section 7 of the Contract Specifications.</p> <p>Required</p>
B8	<p>Performance of the Contract (clause 14)</p> <p>(a) Delivery (clause 14.1 and 14.2)</p> <p>Customer to specify the</p> <p>(i) nature of the Deliverable:</p> <p>(ii) volume of the Deliverable:</p> <p>(iii) date of delivery:</p> <p>(iv) Site to be delivered to:</p> <p>(v) hours of delivery.</p> <p>(b) Acceptance Testing (clause 14.5)</p> <p>Specify if Acceptance Testing is required:</p> <p>(i) specify Acceptance Notification Period:</p> <p>(ii) specify party to conduct Acceptance Tests and annex or detail information to be included in acceptance test plan:</p> <p>(iii) specify the commencement date for Acceptance Tests</p> <p>(iv) specify the Acceptance Period</p>		<p>See the Contract Specifications.</p> <p>All Equipment and software delivered during the Contract Period are subject to the Acceptance Testing regime in clause 14.5 of the Standard Terms and Conditions, whether or not that Equipment and software are listed as a specific Deliverable when the Order is placed.</p> <p>Customer to advise Contractor depending upon specific Deliverables</p> <p>Customer to advise Contractor depending upon specific Deliverables</p> <p>Customer to advise Contractor depending upon specific Deliverables</p> <p>The Customer will use reasonable endeavours to complete Acceptance Testing within 10 Business Days.</p>

<p>(v) specify the Acceptance Criteria</p>		<p>To pass the Acceptance Tests, an item of Equipment and software, as applicable, must comply with the Contract Specifications or proposed Contract Variation, be free of Defects, be compatible with the SOE, the Customer Network and the Customer Network Environment, and not impact on the Service Levels.</p>
<p>(vi) if agreed, specify the number of hours on each normal working day for the running of the Acceptance Tests:</p>		<p>The Customer will use the full seven (7) hours of the working day in which to run Acceptance Tests.</p> <p>The Customer's failure to notify the Contractor of the delivery rejection of the Deliverables within the Acceptance Notification Period or the Customer's use of the Deliverables outside the testing environment, is not taken as a deemed acceptance of that Deliverable.</p>
<p>If Acceptance Tests are not required, Customer to specify if the Actual Acceptance Date (AAD) will occur five business days or another number of days following the delivery of a Deliverable (clause 14.3.2).</p>		<p>NA</p>
<p>(c) Documentation (clause 14.6)</p>		
<p>Specify any additional publications or aids to be made available by the Contractor and the charge (if any):</p>		<p>See the Contract Specifications.</p>
<p>Specify the number of additional copies of the Documentation being purchased by the Customer and the charge:</p>		<p>See the Contract Specifications.</p>
<p>Specify dates Documentation is to be delivered:</p>		<p>See the Contract Specifications.</p>

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B8	<p>(d) Escrow (clause 14.8)</p> <p>Specify if escrow arrangement is required.</p> <p>Time for escrow arrangement to endure.</p>		<p>NA</p> <p>NA</p>
B9	<p>Project management (clause 15)</p> <p>(a) Management Committee (clause 15.2)</p> <p>Specify if sub clauses 15.2.1 to 15.2.4 are to apply:</p> <p>If sub clauses 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:</p> <p>Nominate Project Manager/Officer for each Party</p> <p>(b) Customer Contract Review Procedures (clause 15.4)</p> <p>Specify if sub clauses 15.4.1 to 15.4.2 are to apply:</p> <p>Specify any specific time intervals for service and performance reviews:</p> <p>Specify any other matters to be reviewed:</p> <p>(c) Site preparation (clause 15.5)</p> <p>Specify if sub clause 15.5.3 is to apply and the Contractor is to provide a Site Specification:</p> <p>(d) Implementation planning study (clause 15.6)</p> <p>Specify if sub clause 15.6 is to apply:</p> <p>Insert IPS objectives and time for provision of study:</p> <p>(e) Project Implementation and Payment Plan (clause 15.7)</p> <p>Specify if clause 15.7 is to apply:</p> <p>(f) Staged Implementation and Right to Terminate (clause 15.8)</p> <p>Specify if clause 15.8 is to apply:</p> <p>(g) Time of the Essence (clause 15.9)</p> <ul style="list-style-type: none"> specify if clause 15.9 to apply: 		<p>Sub clauses 15.2.1 to 15.2.4 do not apply. Refer instead to clause 5 of the Special Conditions and the Contract Specifications.</p> <p>NA</p> <p>NA</p> <p>Sub clauses 15.4.1 to 15.4.2 do not apply. Refer to clause 5 of the Special Conditions and the Contract Specifications.</p> <p>See the Contract Specifications.</p> <p>See clause 5.2 of the Special Conditions and the Contract Specifications.</p> <p>Sub clause 15.5.3 does not apply.</p> <p>Sub clause 15.6 does not apply.</p> <p>NA</p> <p>Clause 15.7 applies.</p> <p>Clause 15.8 applies.</p> <p>Clause 15.9 applies.</p>

<ul style="list-style-type: none"> • Due Date for performance and Milestones: • Method of calculation of Liquidated Damages (LDs): • No. of days LD is to be applied: 		Transition Completion must occur by the due date set out in the Transition Plan.
		If Transition Completion does not occur by the due date set out in the Transition Plan due to unexcused delays by the Contractor then the Customer may delay payment to the Contractor of the final 10% installment of the Transition Fees until such time as Transition Completion is finalised.
		From the due date of Transition Completion as set out in the Transition Plan to the date when Transition Completion is finalised.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B9	<p>(h) Retention of Moneys (clause 16.5)</p> <p>Customer to specify if percentage of Contract Price is to be retained by the Customer until AAD of a Deliverable:</p> <p>(i) Business Contingency Plan (clause 15.10)</p> <p>Specify if sub clauses 15.10.1 to 15.10.4 are to apply:</p> <ul style="list-style-type: none"> • Customer to specify the Business Contingency Services it requires and the period of the Services: • Customer to state the periods that the Business Contingency Plan must be updated by the Contractor: • Customer to specify the time periods that the Contractor is to test the operability of the Business Contingency Plan: • Customer to specify any information to be included in the Business Contingency Plan (Part 2): 		<p>Not applicable.</p> <p>Sub clauses 15.10.1 to 15.10.4 apply.</p> <p>See section 6 of the Contract Specifications.</p> <p>The Business Contingency Plan must be updated on each anniversary of the Service Commencement Date during the Contract Period or more frequently if the Customer requires.</p> <p>The Business Contingency Plan must, if the Customer requires, be tested on each anniversary of the Service Commencement Date during the Contract Period in the Customer's presence, or more frequently if the Customer requires.</p> <p>The Business Contingency Plan must include (but not be limited by) the following phases:</p> <ol style="list-style-type: none"> 1. Analysis 2. Solution Design 3. Implementation 4. Testing & acceptance 5. Maintenance
B10	<p>Payment (clause 16)</p> <p>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):</p> <p>Specify whether the Contract Price is fixed.</p>		<p>See attached Pricing Schedule in relation to the times payment is due.</p> <p>See Pricing Schedule.</p>
B11	<p>Contract Variations (clause 17.2)</p> <p>Specify whether Schedule 12 to apply.</p>		<p>Customer Contract Variation procedures to be followed as and when required.</p>
B12	<p>Termination for convenience (clause 18.4.2)</p>		

	Insert whether further compensation is payable and specify amount.		Refer to clause 1.3 of Pricing Schedule.
B13	Additional Conditions (clause 6.3)		
	Specify any additional conditions:		See attached Special Conditions.

PART C MODULE DETAILS

ORDER FORM DETAILS MODULE 1 HARDWARE ACQUISITION AND INSTALLATION

No.	Details to be included from Module 1 – Hardware Acquisition and Installation	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C1.1	<p>Hardware being Ordered (clause 1.2) Specify the Hardware to be provided:</p>		See Contract
C1.2	<p>Delivery and Installation (clause 3) Specify if the Contractor is to install the Hardware:</p> <p>Specify if the Contractor is required to demonstrate the use of the Hardware:</p> <p>Specify any additional costs for installation and demonstration:</p> <p>Specify any additional costs for removal packaging:</p> <p>Contractor's Specification (clause 3.1) Annex reference the Contract Specifications:</p>		See Contract See Contract See Contract See Contract See Contract
C 1.3	<p>Integration and Training (clause 4.1) Specify any integration services the Contractor is to carry out:</p> <p>Specify and training to be carried out by the Contractor and any additional costs:</p> <p>Specify any training materials the Contractor is to provide:</p>		See Contract See Contract See Contract
C 1.4	<p>Warranty Period (clause 5.1) Specify if the Warranty Period is to be greater than 365 days from the AAD:</p>		See Contract
C1.5	<p>Contract Price Specify prices for Hardware:</p>		See Contract

ORDER FORM DETAILS **MODULE 2** HARDWARE MAINTENANCE SERVICES

No.	Details to be included from Module 2 – Hardware Maintenance Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C2.1	Hardware Maintenance Services (clause 1.2) Specify the Hardware Maintenance Services to be provided: Specify the Hardware that is the subject of the Hardware Maintenance Services:		
			See Contract
			See Contract
C2.2	Contract Period (clause 2) Specify the Contract Period for the Hardware Maintenance Services: Commencement Date (clause 2) Specify the Commencement Date for the Hardware Maintenance Services: Hardware Warranty Period (clause 2) Specify if the Hardware Warranty Period for the Hardware Maintenance Services is Greater than 365 days after AAD:		
			See Contract
			See Contract
			See Contract
C2.3	Contract Specifications and SLA (clause 3) Annex or reference the Contract Specifications: (clause 3.1) Annex or reference the SLA (CLAUSE 3.2) (if any):		
			See Contract
			See Contract

ORDER FORM DETAILS **MODULE 2** HARDWARE MAINTENANCE SERVICES CONTINUED

No.	Details to be included from Module 2 – Hardware Maintenance Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C2.4	Site (clause 3.2) Specify the Site at which the Hardware Maintenance Services are to be performed: Specify any other facilities that the Customer is to provide to enable the Contractor to provide the Hardware Maintenance Services:		
			See Contract
			See Contract
C2.5	Preventative Maintenance (clause 4.1) Specify the times Preventative Maintenance Services are to be performed, if any: Annex or reference if applicable the Preventative Maintenance schedule:		
			See Contract
			See Contract
C2.6	Remedial Maintenance (clause 5.1) Specify the Remedial Maintenance Services: Specify the times Remedial Maintenance Services are to be performed: Specify the charge payable for any Remedial Maintenance Services performed outside the maintenance period:		See Contract
			See Contract
			See Contract
			See Contract
C2.7	Contract Price Specify prices for Hardware Maintenance Services:		
			See Contract

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 to be agreed by Contractor and the Customer
C3.1	<p>Licensed Software (clause 1.2 – definition of “Licensed Software)</p> <p>Specify the Software to be licensed by the Contractor to the Customer and annex any Contract Specifications for the Licensed Software</p>	<p>Customer to specify the Licensed Software and annex any applicable Contract Specifications.</p>	<p>See Contract</p>
C3.2	<p>Class of Licence (clause 2)</p> <p>Specify the class of licence applicable to the Licensed Software</p>	<p>Customer to specify the class of licence granted.</p>	<p>See Contract</p>
C3.3	<p>Licence Period (clause 1.2 – definition of “Licence Period”)</p> <p>Specify the period of the licence if the licence granted is not a perpetual, royalty-free licence</p>	<p>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.</p>	<p>See Contract</p>
C3.4	<p>Documentation (clause 2)</p> <p>Specify the documentation to be provided to the Customer free of charge with the Licensed Software</p>	<p>Customer to specify the required Documentation.</p> <p>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:</p> <ul style="list-style-type: none"> (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. 	<p>See Contract</p>
C3.5	<p>Licence Rights (clause 4)</p> <p>Specify any changes to the position set out in clause 4 relating to the non-exclusive licence rights granted to the Customer in the Licensed Software</p>	<p>The following licence rights are granted to the Customer under the Contract:</p> <ul style="list-style-type: none"> (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 	<p>See Contract</p>

No	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details to be agreed by Contractor and the Customer
		<p>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;</p> <p>(d) use the Documentation supplied by the Contractor in support of the Customer's use of the Licensed Software;</p> <p>(e) make such number of copies of the Licensed Software as are reasonably required for:</p> <p>(i) operational use, backup and security; or</p> <p>(ii) in-house educational and training purposes; and</p> <p>(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.</p> <p>Customer to specify any amendments to the above licence rights.</p>	
C3.6	<p>Acceptance Tests (clause 4)</p> <p>Specify the Acceptance Tests that the Customer is permitted to carry out on the Licensed Software</p>	<p>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.</p>	See Contract
C3.7	<p>Designated Equipment (clause 1.2 – definition of “Designated Equipment”)</p> <p>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</p>	<p>Customer to specify the Designated Equipment.</p>	See Contract
C3.8	<p>Software Support Services (clause 1.2 – definition of “Software Support Services”)</p> <p>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</p>	<p>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.</p>	See Contract
C3.9	<p>Warranty Period for Licensed Software (clause 5)</p> <p>Specify if the warranty period in respect</p>	<p>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</p>	See Contract

No	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details to be agreed by Contractor and the Customer
	of the Licensed Software is longer than 90 days after the ADD	accordance with clauses 11.2 and 11.3 of Part 1 of the Agreement.	
C3.10	<p>Protection and Security (clause 6)</p> <p>Specify if and to the extent which the Customer is required to maintain records of the location of copies of the Licensed Software</p>	Customer to specify its requirements.	See Contract
C3.11	<p>Updates and New Releases (clause 7)</p> <p>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</p> <p>Specify any additional software that the Contractor considers does not fall within an Update or New Release and the applicable charges for that software</p>	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.	See Contract
C3.12	<p>Installation (clause 7)</p> <p>Specify the time and materials rates for installation by the Contractor of Updates and New Releases</p>	Customer to specify the applicable time and materials rates.	See Contract
C3.13	<p>Training (clause 7)</p> <p>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</p>	Customer to specify any training requirements and the applicable time and materials rates for such training.	See Contract
C3.14	<p>Consequences of Termination (clause 10)</p> <p>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</p>	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.	See Contract
C3.16	<p>Reverse Engineering (clause 12)</p> <p>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 <i>Copyright Act 1968</i> (Cth)</p>	Customer to specify any additional rights.	See Contract
C3.15	<p>Contract Price</p> <p>Specify prices for Licensed Software</p>	Prices for Licensed Software are as set out in the Project Implementation and Payment Plan.	See Contract

No	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details to be agreed by Contractor and the Customer
C3.16	<p>Additional Conditions (clause 1.1 of the Dictionary – definition of “Additional Conditions”)</p> <p>Specify any additional terms and conditions applying to the provision of the Licensed Software</p>	<p>The Contract Authority will not consent to Additional Conditions that have an effect that is contrary to the terms and conditions of the Agreement.</p>	<p>See Contract</p>

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	<p>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; (d) web-based support; (e) one-site support.</p> <p>Specify the support period:</p> <p>Specify the Support Service Fees:</p> <p>Specify Time and Materials rates for additional services:</p> <p>Specify the Supported Software to be supported:</p> <p>Annex the SLA (if any) that the Parties have agreed to in relation to the Software Support Services:</p>		See Contract
C5.2	<p>Designated Equipment (clause 1.2) Specify the Designated Equipment on which the Supported Software is to be the installed and/or used:</p>		See Contract
C5.3	<p>Contract Period (clause 2) Specify the period of the Software Support Services:</p>		See Contract
C5.4	<p>Commencement Date (clause 2) Specify the Commencement Date of the Software Support Services:</p>		See Contract
C5.5	<p>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):</p>		See Contract
C5.6	<p>Service Levels (clause 7) Specify any performance rebates for not meeting Service Levels, or reference any relevant Service Level Agreement Provision:</p>		See Contract
C5.7	<p>Contract Price Specify prices for the support period for the Software Support Services:</p>		See Contract

ORDER FORM DETAILS **MODULE 6 IT PERSONNEL**

No.	Details to be included from Module 6 – IT Personnel	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C6.1	IT Personnel Services (clause 1.2) Specify the IT Personnel Services: <i>NB: this may entail writing and placement of an ad, Interviewing and preselection of IT Personnel candidates, forwarding IT Personnel candidate names and CVs, arranging interviews with the customer: Customers are to indicate what they require here.)</i> Specify the IT Personnel to be provided and detail their qualification and experience:		See Contract
C6.2	Services (clause 2) Specify the Services the IT Personnel are to perform”		See Contract
C6.3	Contract Period (clause 6) Specify the Contract Period for the provision of IT Personnel:		See Contract
C6.4	Price (clause 7) Detail applicable hourly rates:		See Contract

ORDER FORM DETAILS **MODULE 7 PROFESSIONAL SERVICES**

No.	Details to be included from Module 7 – Professional Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C7.1	Professional Services (clause 1.2) Specify the Professional Services:		
		Customer to specify the Professional Services.	See Contract
C7.2	Contract Period (clause 2) Specify the period of the Professional Services:		
		The Professional Services for the period specified in this Order.	See Contract
C7.3	Commencement Date (clause 2) Specify the Commencement Date of the Professional Services:		
		Commencement Date and completion date for the provision of the Professional Services is to be specified in the Project Implementation and Payment Plan. See Annexure 1.	See Contract
C7.4	Specified Personnel (clause 3) Specify any Specified Personnel (key) to provide the Professional Services and their roles or responsibilities:		
		Specified Personnel must not, during the period of the Professional Services, be engaged on any work other than the Professional Services, without the consent of the Customer.	See Contract
C7.5	Project Implementation and Payment Plan (clause 4) Annex the Project Implementation and Payment Plan (if any) that has been agreed to:		
		Project Implementation and Payment Plan required by the Customer. See Annexure 1.	See Contract
C7.6	Contract Price Specify prices for the Professional Services and all applicable Time and Material rates:		
		Prices for Professional Services are as set out in the Project Implementation and Payment Plan.	See Contract

No.	Details to be included from Module 11 – Managed Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C11.1	Managed Services (clause 1.2 and 3.1) Specify the Managed Services the Contractor is to provide:		See Contract Specifications Services Overview and Scope of Works
C11.2	Contract Period (clause 2.1) Specify the Contract Period the Contractor is to provide the Managed Services for: Specify the Commencement Date of the Managed Services:		See Contract
			See Contract
			See Contract
C11.3	Contract Specifications and SLA (clause 3.2) Annex or reference the Contract Specifications: Annex or reference the SLA: Annex or reference the Transition in and Transition out plan:		See Contract
			See Contract
			See Contract
			See Contract
			See Contract
			See Contract
C11.4	Other Deliverables to be procured (clause 3.4) Specify if the Contractor is to procure any other Deliveries. List the Deliverables and indicate if the Contractor is to purchase these Deliverables as a Nominee Purchaser of the Customer or otherwise:		See Contract
			See Contract
			See Contract
			See Contract
			See Contract
			See Contract
C11.5	Transition In (clause 4) Specify additional obligations of the Contractor other than those specified in clause 4, if any: Specify the Contractor's obligations regarding the transfer or management of third party contracts: Specify any other items to be included in a procedures manual, other than those specified in clause 4(f), if any:		See Contract
			See Contract
			See Contract
			See Contract
			See Contract
			See Contract

No.	Details to be included from Module 11 – Managed Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C11.6	Transition Out Plan (clause 6) Specify the hourly rate Time and Materials for the Contractor to provide a transition out plan:		
		See Contract	
C11.7	Transition Out Plan (clause 6) Specify if the Contractor is not required to perform the transition out services specified in clause 7 and/or is to provide additional transition out services:		
		See Contract	
C11.8	Contract Price Specify prices for Managed Services:		
		See Contract	

ORDER FORM DETAILS **MODULE 12 SYSTEMS INTEGRATION SERVICES**

No.	Details to be included from Module 12 – System Integration Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C12.1	System Integration Services (clause 1.2)		
	Specify the Systems Integration Services:		See Contract
	Specify the System the Contractor must provide after it has performed the System Integration Services:		See Contract
C12.2	Contract Period (clause 2)		
	Specify the Contract Period of the Systems Integration Services:		See Contract
	Specify the Commencement Date of the Systems Integration Services:		See Contract
C12.3	Implementation Planning Study (clause 5)		
	Annex the implementation planning study		See Contract
C12.4	Project Implementation and Payment Plan (clause 5)		
	Annex or reference customer's Statement of Requirements:		See Contract
C12.5	Statement of Requirements (clause 4)		
	Annex or reference customer's Statement of Requirements:		See Contract
C12.6	CSI (clause 7)		
	Specify any CSI to be supplied to the Contractor:		See Contract
	Set out specification of CSI:		See Contract
	Specify any costs to be borne by the Contractor:		See Contract
C12.7	Systems Integration Services (clause 4)		
	Specify any additional services the Contractor is to perform that are not described in the PIPP:		See Contract
	Specify if the Stages in clause 6 are to be varied or are not to be included:		See Contract
	Specify which party will complete the Contract Specification for the Systems Integration:		See Contract

ORDER FORM DETAILS **MODULE 12** SYSTEMS INTEGRATION SERVICES CONTINUED

No.	Details to be included from Module 12 – System Integration Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C12.8	<p>Maintenance of Customer Supplied Items (clause 7) Specify if the Contractor is to manage any existing maintenance objections in respect of the CSI:</p>		See Contract
C12.9	<p>Warranty Period (clause 9) Specify if the Warranty for System Integration Services is to be greater than 90 days after AAD:</p>		See Contract
C12.10	<p>Transition Out Plan (clause 10) Specify the hourly (Time and Materials) rate for the Contractor to provide a transition out plan:</p>		See Contract
C12.11	<p>Transition Out (clause 11) Specify if the Contractor is not required to perform the transition out services specified in clause 12 and/or is to provide additional transition out services:</p>		See Contract
C12.12	<p>Contract Price Specify prices for Systems Integration Services:</p>		See Contract