

Schedule 1: General Order Form

CUSTOMER**Item 1 Name of Customer**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	Transport for NSW (ABN 18 804 239 602)

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:	Transport for NSW 231 Elizabeth Street Sydney, NSW 2000 Australia

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:	SAP Australia Pty Ltd (ABN 26 003 682 504)

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:	

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:	

Item 7 Head Agreement

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	Not Applicable.
Specify the Head Agreement title:	
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	Not Applicable
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	Not Applicable
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Not Applicable
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total	Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	
Workers' compensation insurance in accordance with applicable legislation:	Not Applicable
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not Applicable
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not Applicable

Item 8 Modules that form part of the Customer Contract Formation (clause 3.8(a))

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

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 11 – Telecommunications as a Service	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>		
Module 6 – Contractor Services	<input type="checkbox"/>		
Module 7 – Professional Services	<input checked="" type="checkbox"/>		
Module 8 – Training Services	<input type="checkbox"/>		
Module 9 – Data Migration	<input type="checkbox"/>		
Module 10 – 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 checked="" 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 checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Deed	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input 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:	
Specify the end of the Contract Period:	
Specify any period of extension of the Contract Period in days/weeks/years:	

Item 11 Common Details

Formation (clause 3.4)				
Product and/or Service	Price per Unit	Quantity	Extended Price	
Fixed Price Services				
The Customer will pay the Contractor in accordance with the Statement of Work: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7				
The Customer will pay the Contractor in accordance with the Statement of Work: Attachment 2 - Scope Document for SAP Managed Testing Services for TACP Tranche 1 as attached to Module Order 7				
Time & Material Services				
The Customer will pay the Contractor in accordance with the Statement of Work: Attachment 3 - Scope Document for SAP Application Managed Services for TACP as attached to Module Order 7 which includes the following rates and effort:				
	Sub-Total:			
	Delivery Charges:			
	GST:			
	Travel Charges (GST Inclusive):			
This is the Contract Price (inclusive of GST)	Total Amount:			

Item 12 Delivery Address


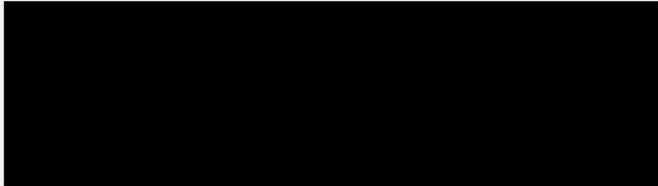
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	231 Elizabeth Street Sydney, NSW 2000 Australia
Specify any delivery instructions:	Not applicable
Specify the hours during which delivery may be made to the Site:	Monday to Friday, 8am to 5pm Australian Eastern Time, and Australian Eastern Daylight Saving Time as appropriate

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:	In accordance with the terms of the Statement of Work consisting of: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7, Attachment 2 - Scope Document for SAP Managed Testing Services for TACP as attached to Module Order 7, and Attachment 3 - Scope Document for SAP Application Managed Services for TACP as attached to Module Order 7
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	Not Applicable. The Services do not comprise of a System.

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 (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Specify address to which invoices should be sent:</p>	<p>a) The Contractor must, wherever possible, submit invoices via the Customer's Ariba system.</p> <p>b) If invoices cannot be submitted via the Customer's Ariba System, invoices must be sent to:</p> <p>Soft Copy  The Contractor is advised that this email address is used for the auto-collection of new invoices only.</p> <p>c) For the purposes of invoices submission for payment, the following criteria below apply:</p> <ol style="list-style-type: none"> i. all invoices must be sent as PDF attachments; ii. only one 'PDF' file, containing only one invoice, should be attached; and iii. a valid contract number and purchase order number must be quoted on all invoices. <p>Any queries or requests for assistance in relation to invoices should be directed to the TSS Procurement Service Desk on 1300 132 136 or tss.procurement@transport.nsw.gov.au.</p>
<p>Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment.</p> <p>If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.</p>	<p>30 days from receipt date of a Correctly Rendered Invoice.</p>
<p>Specify when the Contract Price must be paid:</p> <p>E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery".</p> <p>If payment is to be made on more than one occasion then consider using a PIPP under Item 20.</p>	<p>As set out in Attachments 1 , 2 and 3</p>
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:</p>	

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>User Documentation (clause 5.4(b))</p>	
<p>Specify the Price of any additional copies of the User Documentation:</p>	<p>Not Applicable</p>

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	Not Applicable.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	Not Applicable.
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	Not Applicable.
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	Not Applicable.
Specify any other details:	Not Applicable.

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	As per the terms of the Statement of Work consisting of: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7,
Specify any specific time intervals for service and performance reviews:	As per the terms of the Statement of Work consisting of: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7,

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify: <ul style="list-style-type: none"> Site location; and whether a Site Specification is required. 	Not Applicable.
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	Not Applicable.
Specify any requirements for the preparation and maintenance of the Site:	Not Applicable.

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	Not Applicable.
Specify the implementation planning study objectives and time for provision of study:	Not Applicable.
Date for delivery of the implementation planning study to the Customer:	Not Applicable.
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Not Applicable.

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.	As per the terms of the Statement of Work consisting of: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7,
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation:	As per the terms of the Statement of Work consisting of:

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	<u>Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2</u> as attached to Module Order 7,

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	No.
Specify the Milestones which are LD Obligations:	Not Applicable
Specify the Due Date for completion of each LD Obligation:	Not Applicable.
Specify the calculation and amount of LDs for each LD obligation:	Not Applicable
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not Applicable.

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: <ul style="list-style-type: none"> office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	As per the terms of the Statement of Work consisting of: <u>Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2</u> as attached to Module Order 7, <u>Attachment 2 - Scope Document for SAP Managed Testing Services for TACP</u> as attached to Module Order 7, and <u>Attachment 3 - Scope Document for SAP Application Managed Services for TACP</u> as attached to Module Order 7
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractors rights of access to any third party support help desk, the hours	Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
and service levels to which support and maintenance must be available to the Contractor:	
Specify the times when each CSI is to be provided:	Not Applicable
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Nil.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	Nil.
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> a process to manage satisfactory and unsatisfactory verification checks; a process to manage 'reissued' CSI's: a process to manage repeat CSI verification checks: a process to manage 'draft' or 'incomplete' and 'updated' CSI's; a process to manage rejected CSI's: a process to manage previously satisfactory CSI which becomes defective: a list of required verification check forms and/or registers and a corresponding data entry process: a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	Nil.
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil.
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	As per the terms of the Statement of Work consisting of: <u>Attachment 1</u> - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7, <u>Attachment 2</u> - Scope Document for SAP Managed Testing Services for TACP as attached to Module Order 7, and

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<u>Attachment 3 - Scope Document for SAP Application Managed Services for TACP</u> as attached to Module Order 7

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	No.
Specify the parties to the escrow arrangement:	Nil.
Specify the time for the escrow arrangement to endure:	Nil.

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a Business Contingency Plan is required:	No.
Specify when the Business Contingency Plan is required:	Nil
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Nil
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Nil
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Nil

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Data (clause 7.5)	
Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract. If yes, Customer to state whether consent is provided to transfer State	The Contractor will have access to customer systems and data as part of the services delivery. State Records will be transferred to the Contractor's possession under the Customer Contract. Customer consents that Contractor may share State Records with SAP SE in Germany and its affiliated companies for internal

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Records outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>business purposes and to the extent required for the Contractor to perform its obligations under the Contract.</p>

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Privacy (clause 15)</p>	
<p>Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>The Customer will not provide, and the Contractor will not request the Customer to provide any Personal Information other than BCI.</p> <p>“BCI” means business contact information of the Customer including its Personnel, for example, name, business, telephone, address, email, and user ID for business dealings with them.</p> <p>Customer consent is provided to the Contractor to transfer Personal Information that is BCI outside the jurisdiction of New South Wales for the sole purpose of performing its obligations under this Customer Contract.</p> <p>The Customer agrees that the Contractor may disclose Personal Information to other SAP affiliates or third party sub processes solely in order to enable SAP to meet its obligations under this Customer Contract. To be clear, the Contractor is responsible for the acts or omissions of such other SAP Affiliates or third-party sub processes.</p>

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Access to Customer's Site (clause 7.11)</p>	
<p>Specify any secrecy or security requirements that the Contractor and its Personnel must comply with:</p>	<p>As set out in the Contract Specifications and notified by the Customer to the Contractor through the Contractor Personnel's on-boarding packs.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
E.g. insert a reference to any document that includes a security requirement.	
Timeframes for response to a Security Issue	
<p>Specify whether Customer agrees to any alternate timeframe for:</p> <ul style="list-style-type: none"> Notification of actual, alleged or suspected security breach (clause 7.12(a)) <p>[Note: default is immediate notification]</p> <ul style="list-style-type: none"> Investigation of Security Issue (clause 7.12(b)) <p>[Note: default is within 48 hours from notification]</p> <ul style="list-style-type: none"> Remedy the Security Breach (clause 7.12(c)). <p>[Note: the default is within 24 hours from conclusion of investigation].</p> <p>Any alternate timeframes agreed to in this General Order Form must:</p> <ul style="list-style-type: none"> be approved by the Customer's Chief Information Officer; and comply with the NSW Government Digital Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and all other applicable NSW Government policies; comply with applicable security standards; and comply with the Customer's Information Security Management System and other Customer security and policy requirements. 	<p>The Customer has obtained the approval of its Chief Information Officer to agree the following process to respond to a Security Issue:</p> <p>Without limiting the Contractor's obligations elsewhere under this Customer Contract, the Contractor must:</p> <ol style="list-style-type: none"> conduct an investigation into the Security Issue; notify the Customer as soon as possible, but not to exceed 72 hours after confirmation of the Security Issue; and keep the Customer reasonably informed about the investigation, any finding and plan to remedy

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities:	As per the terms of the Statement of Work consisting of : Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Also specify the times and duration of their involvement as well as their authority levels:	Design Services for Tranche 2 as attached to Module Order 7; and Attachment 3 - Scope Document for SAP Application Managed Services for TACP as attached to Module Order 7

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	As per the terms of the Statement of Work consisting of: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7, Attachment 2 - Scope Document for SAP Managed Testing Services for TACP as attached to Module Order 7, and Attachment 3 - Scope Document for SAP Application Managed Services for TACP as attached to Module Order 7

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration - Subcontractor, substantially in the form of Schedule 7:	Not Applicable

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	Not Applicable

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:	Not Applicable
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	As set out in the Contract Specifications and as notified by the Customer to the Contractor through the Contractor Personnel's on-boarding packs.

Item 31 Customer's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	Not Applicable
Specify any codes, policies, guidelines or standards the Customer is to comply with:	Not Applicable.

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	5 Business Days
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	The Customer will provide the Acceptance Test Data to Contractor.
Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	As per the terms of the Statement of Work consisting of: Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2 as attached to Module Order 7, Attachment 2 - Scope Document for SAP Managed Testing Services for TACP as attached to Module Order 7, and

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<u>Attachment 3 - Scope Document for SAP Application Managed Services for TACP</u> as attached to Module Order 7
Acceptance (clause 10.1)	
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a)	As per the terms of the Statement of Work consisting of: <u>Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2</u> as attached to Module Order 7, <u>Attachment 2 - Scope Document for SAP Managed Testing Services for TACP</u> as attached to Module Order 7, and <u>Attachment 3 - Scope Document for SAP Application Managed Services for TACP</u> as attached to Module Order 7
If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.	Not Applicable
Conducting Acceptance Tests (clause 10.3)	As per the terms of the Statement of Work consisting of: <u>Attachment 1 - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2</u> as attached to Module Order 7, <u>Attachment 2 - Scope Document for SAP Managed Testing Services for TACP</u> as attached to Module Order 7, and <u>Attachment 3 - Scope Document for SAP Application Managed Services for TACP</u> as attached to Module Order 7
For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:	Not Applicable
Specify the identification of the Deliverables or part of the Deliverables to be tested:	Not Applicable
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:	Not Applicable
Specify the methodology and process for conducting Acceptance Tests:	Not Applicable
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	Not Applicable
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	Not Applicable
Specify the Acceptance Test Data required:	Not Applicable
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	Not Applicable

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Not required
Specify any fee that is applicable for payment by credit/debit card	Nil

Item 34 Intellectual Property

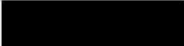
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	
Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:	Nil
If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is	Not Applicable.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
licensed under subscription for a defined period), specify: <ul style="list-style-type: none"> the duration of the licence to use that Existing Material and/or the terms on which the licence may be revoked. 	
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	Nil.
Customer Owned New Material (clause 13.11)	
Specify whether clause 13.11 applies ie. whether the Customer owns any New Material. If so, specify: <ul style="list-style-type: none"> which items of New Material are Customer Owned New Material; and whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. If clause 13.11 does not apply, state "Not applicable".	Not Applicable.

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8- Deed of Confidentiality:	Not applicable

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	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
[Only specify if a higher limit of cover that is required by the Customer Contract:]	
<p>Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if any higher limit of cover that is required by the Customer Contract:]</p>	<p>██████████</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 if a higher limit that is required by the Customer Contract:]</p>	<p>€██████████ or \$██████████ for each and every claim and in the aggregate (whichever is higher)*</p> <p>*For clarity, coverage for professional indemnity/errors and omissions is provided through Contractor's Technology Professional Liability policy as set out below.</p>
<p>Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:</p>	<p>Technology Professional Liability - €██████████ or \$██████████ in respect of each claim, to be held for the duration of the Contract Period (whichever is higher). For clarity, coverage for cyber security is provided through Contractor's Technology Professional Liability policy.</p> <p>Is the Contractor required to hold cyber security insurance in addition to the cyber security coverage already provided under Technology Professional Liability insurance?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>

Item 37 Performance Guarantee

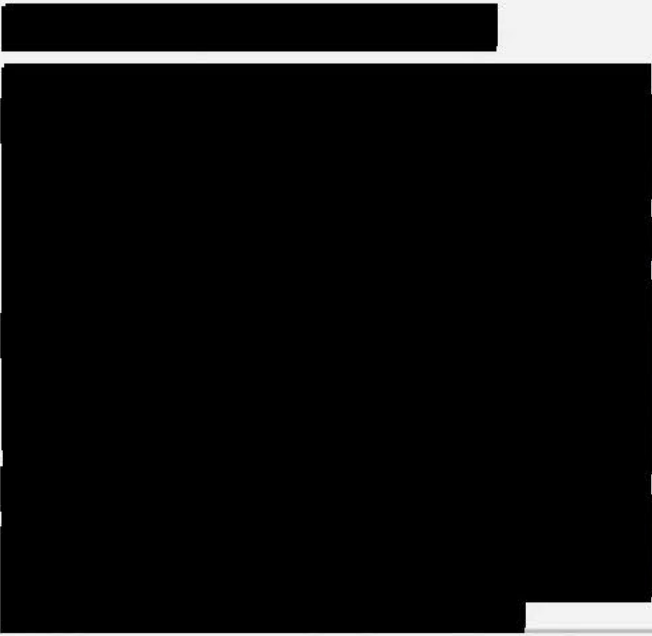
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	Not applicable
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	Not applicable

Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	Not applicable
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	Not applicable

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>Refer to alternative cap provided below.</p>
<p>If Services are being provided under any of the following Modules:</p> <ul style="list-style-type: none"> • Module 6 – Contractor Services; • Module 7 – Professional Services; or • Module 8 – Training Services, <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>Refer to alternative cap provided below. The services performed under this customer contract are Non-Recurring Service</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Specify the alternative cap of liability (clause 18.3):</p>	

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Reporting (clause 21.1) Specify the reports required, (if any), the time for provision and the agreed format:</p>	<p>Not Applicable.</p>

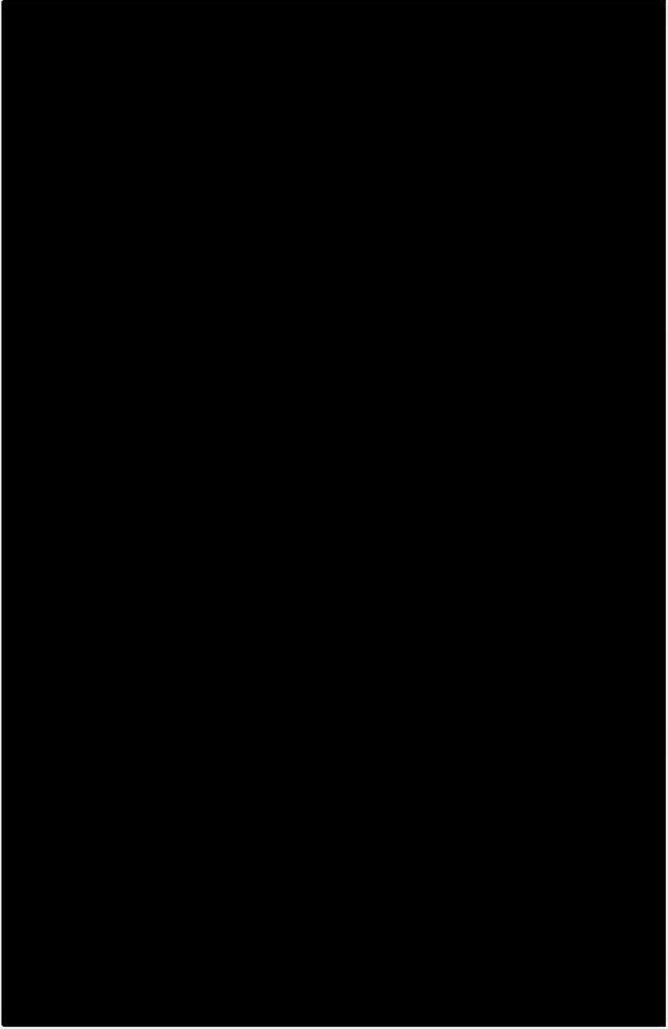
Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Alternative Audit Mechanism (clause 23.11) If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable". If an alternative audit mechanism is agreed by the Customer and Contractor, specify the terms of such alternate audit including the Contractor's obligations to be audited. Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.</p>	<p>Not Applicable</p>

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)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7-24.8.	Nil
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Not Applicable.

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3, and if so, specify that amount:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>[Redacted content]</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p data-bbox="715 237 1326 297">Security – notifying the Customer of safety and security procedures.</p> <p data-bbox="715 344 1374 645">2. The Contractor has fully performed its obligations under clause 7.10(b) to notify the Customer of its current safety security procedures and safeguards, for the Services, by having provided the Customer with a document called ‘NSW Government Consulting Technical and Organisational Measures.’ The Contractor has extracted the matters in ‘NSW Government Consulting Technical and Organisational Measures’ from multiple standard documents.</p> <p data-bbox="715 696 1374 1032">3. The Contractor will be taken to have fully performed the remainder of its obligations under clause 7.10(b) by publishing standard documents about its safety security procedures and safeguards on its website. To be clear the Contractor has no obligation to update the document called ‘NSW Government Consulting Technical and Organisational Measures.’ Any amendments that the Contractor makes to its standard safety security procedures and safeguard will not be less favourable to the Customer.</p> <p data-bbox="715 1081 1034 1111">Government Information</p> <p data-bbox="715 1122 1366 1238">4. For clarity, nothing in this Customer Contract affects the application of 54 and 121(2) of the <i>Government Information (Public Access) Act 2009 (NSW)</i></p> <p data-bbox="715 1245 1299 1305">5. The parties agree that clause 26.16(d) of the Customer Contract does not apply.</p> <p data-bbox="715 1350 823 1379">Liability</p> <p data-bbox="715 1429 1347 1581">6. Clause 18.5(d) is replaced with the following: “a breach of the Contractor’s privacy obligations under or pursuant to clause 15.1 that result in an unauthorised use or disclosure of Personal Information;”</p> <p data-bbox="715 1664 1310 1693">Termination for Convenience by the Customer</p> <p data-bbox="715 1742 1374 2040">7. Clause 25.3 is replaced with the following: “Unless otherwise specified in Item 42 of the General Order Form, the Customer may by Notice in Writing to the Contractor terminate the Customer Contract for convenience, such termination to be effective no earlier than 30 days from receipt of Notice in Writing. The Contractor must comply with any reasonable directions given in the Notice in Writing and must do everything that is reasonably practical to mitigate its losses arising in</p>

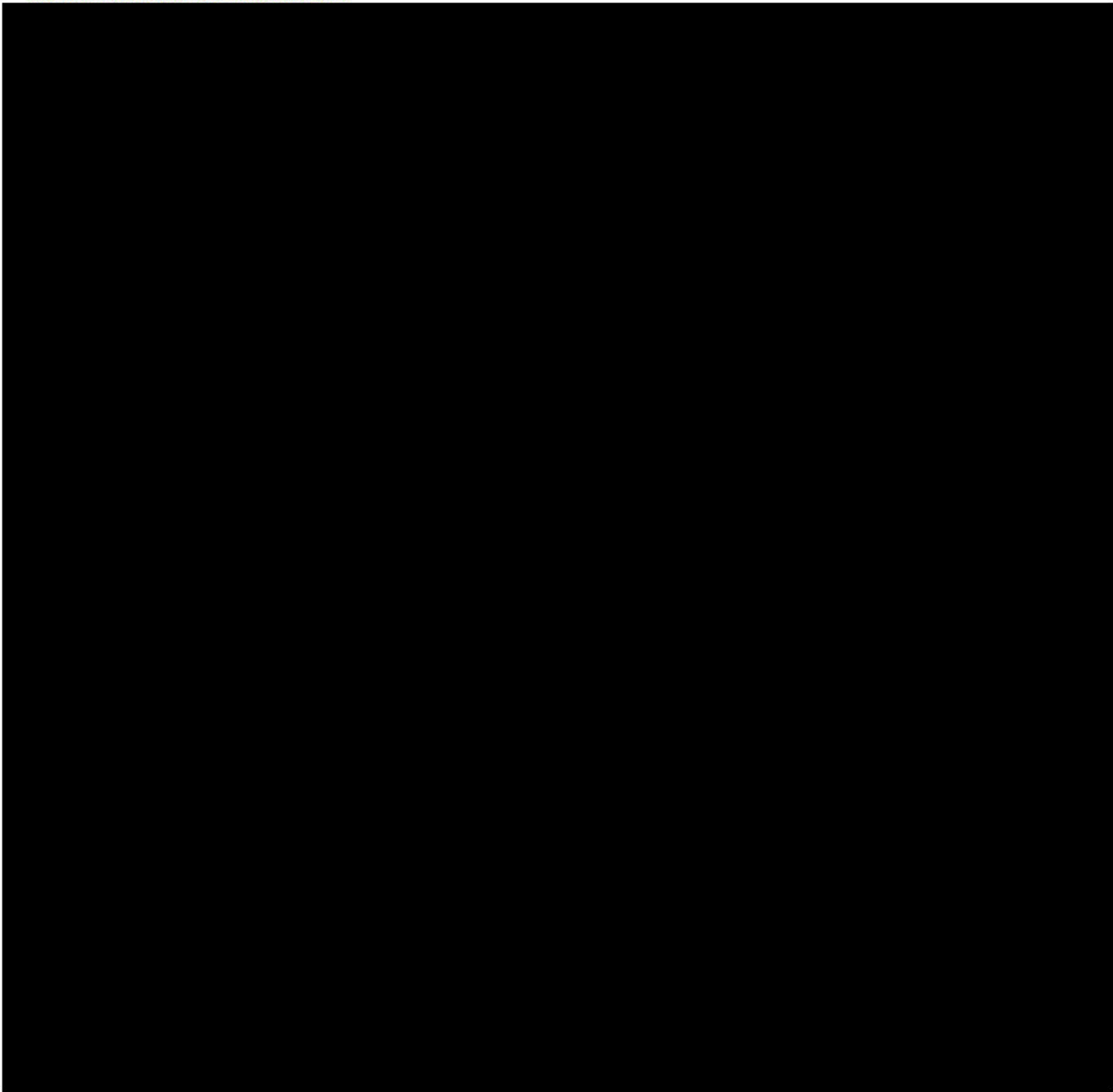
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>consequence of termination of the Customer Contract under this clause 25.3.”</p> <p>Privacy</p> <p>8. Clause 15.1(b) is deleted.</p> <p>9. Clause 15.1(c) is replaced with the following: “not do any act or engage in any practice that would breach the Privacy Laws in respect of performing its obligations under this Customer Contract which if done or engaged in by the Customer would be a breach of Privacy Laws.”</p> <p>10. Clause 15.1(e) is amended as follows:</p> <ol style="list-style-type: none"> a. the word “immediately” is deleted and replaced with “promptly,” b. the words “or possible breach” is deleted <p>11. Add the following words to the end of clause 15.1(g):“The Contractor’s obligation to comply with reasonable directions of the Customer to correct Personal Information is subject to the Personal Information being held by the Contractor and the Customer being unable to access and correct the Personal Information. If the effort required by the Contractor to comply with such directions exceeds the effort included in the Contract Specifications, then the parties agree that any such action will be documented in a Change Request.”</p> <p>12. Clause 15.1(i) is replaced with the following: “ensure that any of the Contractor’s Personnel who are required to deal with the Personal Information for the purposes of the Customer Contract are subject to the Contractor’s policies which contain substantially the same or equivalent obligations of the Contractor under this clause 15.1.”</p> <p>13. Add the following clause 15.2: “15.2 Unless otherwise agreed, where the Customer provides Personal Information to the Contractor to perform the Services, the Customer is responsible for:</p> <ol style="list-style-type: none"> a. obtaining all relevant consents required for it to provide that Personal Information to the Contractor; and b. ensuring that Personal Information it provides the Contractor is accurate. <p>14. To be clear, the Contractor’s obligations under clause 15.1(c) of Part 2 (Customer Contract) are subject to this clause.“</p> <p>Indemnities</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>15. Clause 19.1 (a) is deleted.</p> <p>16. Clause 19.5(b) and 19.5(d) are herewith replaced by the following:</p> <p><i>“b) the combination, operation or use of a Deliverable with any other product, equipment business method, software or data (unless such combination, operation or use is approved by an authorised officer of the Contractor in writing);</i></p> <p><i>d) any modification of a Deliverable by any person other than the Contractor or its Personnel (unless such modification is approved by an authorised officer of the Contractor in writing);”</i></p> <p>17. Data Privacy and Security – Data Controller to Data Processor Agreement.</p> <p>Contractor and Customer are subject to the terms and conditions of the DPA which is attached as Attachment 4 and made part of this Customer Contract as an Agreement Document, and which permits Contractor to perform its obligations pursuant to this Customer Contract in regards to Personal Information of Customer’s employees and other personnel housed in the Computing Environment.</p> <p>18. Services Credit</p> <p>Subject to the termination for convenience clause under Item 42 above, the parties agree that the Customer shall be entitled to a one-time services credit on an extraordinary basis to the amount of [REDACTED] excluding GST (the “Services Credit”), which will remain valid for the contract period. The Services Credit can only be used by Customer to reduce the SAP Services fee payable by Customer under any invoice issued during the contract period pursuant to this Contract Order Form.</p> <p>In no event shall Contractor be required to provide a refund or make payments to the Customer as a result of the Customer’s use or non-use of the aforementioned services credit.</p> <p>19. Security of Critical Infrastructure Act</p> <p>The parties acknowledge that the Customer and Contractor have, or may in the future have, requirements for managing the security of assets that are considered ‘Critical Infrastructure Assets’ as defined, and governed, by the Australian Security of Critical Infrastructure Act 1988 (Cth) (hereinafter “SOCI Act”). Each party will comply with these requirements to the extent such requirements are applicable to the relevant party, and in the case of the Contractor, to the extent the</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>SOCI Act applies to the Contractor in its capacity as the professional service provider in connection with this Customer Contract.</p> <p>20. Condition Precedent</p> <p>This Customer Contract does not come into effect until the Condition Precedent is satisfied. For the purposes of this Section 20, the “Condition Precedent” requires this Customer Contract and the Customer Contract with SAP Reference number [REDACTED], to be executed and delivered to the Contractor on or prior to [REDACTED] [REDACTED]</p>

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 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT



a) : Variation Procedures**Procedures**

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.

For each draft Change Request submitted:

- (a) the Customer must allocate it with a sequential number; and
- (b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered;
 - (xi) accepted.

The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):

- (c) request further information; or
- (d) provide written notification to the other Party of its approval or rejection of the Change Request.

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.

If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary any terms or conditions of the Customer Contract, including a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Secretary of the New South Wales Department of Finance, Services and Innovation, for approval immediately after it has notified the Contractor that it approves the Change Request.

Status

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.

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 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:

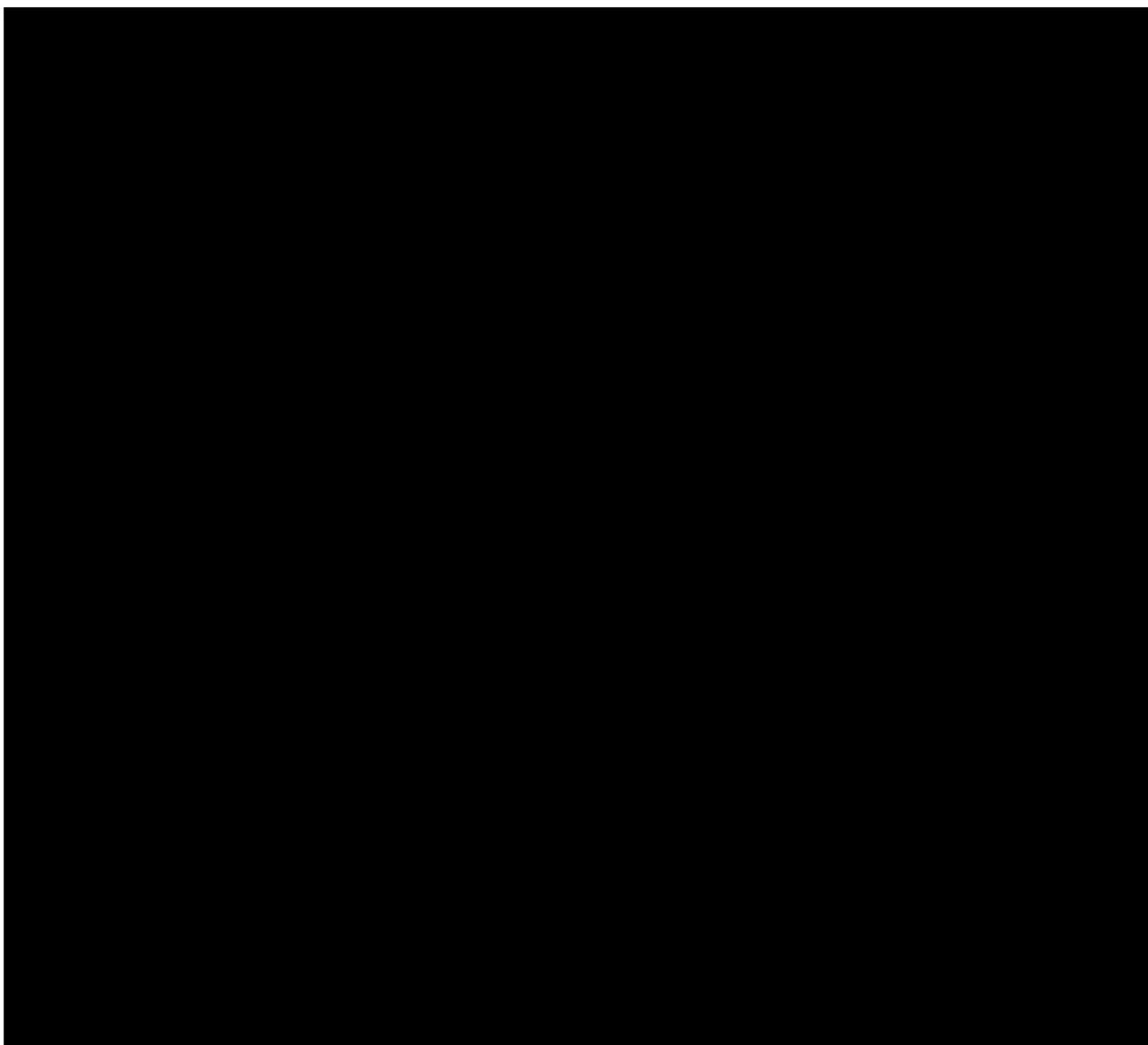
[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Finance, Services and Innovation approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2))

AUTHORISATION

The Contractor must not commence work on the Change Request until 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



Schedule 4: Dispute Resolution Procedures

1. Expert Determination

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 Disputes Centre of NSW.

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.

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.

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:

- (d) the issue referred to the expert for determination;
- (e) the expert's fees;
- (f) the procedure for the determination set out in this Schedule; and
- (g) any other matter which is relevant to the engagement.

2. Submissions

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

The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.

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.

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.

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.

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

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 1.4:
 - (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?

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

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.

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.

Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:

- (d) 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
- (e) 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

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).

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

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.

PROCURE IT VERSION 3.2

MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> ▪ the Contract Period; ▪ the details of the Professional Services that the Contractor is to provide; ▪ the details of any Specified Personnel; ▪ the details of any Deliverables and their Contract Specifications; ▪ the location of where the Professional Services are to be provided; ▪ whether any Deliverable must undergo Acceptance Tests; ▪ the Price, expenses and any other charges that apply in respect of the Professional Services; and ▪ how the Prices, expenses and charges will be paid, including any payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert “Details of the Professional Services (other than Training Services) are set out in the PIPP”.]</p>	<p>As per Statement of Work consisting of:</p> <p><u>Attachment 1</u> - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2</p> <p>and</p> <p><u>Attachment 2</u> - Scope Document for SAP Managed Testing Services for TACP,</p> <p>and</p> <p><u>Attachment 3</u> - Scope Document for SAP Application Managed Services for TACP.</p>

Requirement for a PIPP

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.2)	
<p>Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.</p> <p>[If this Box is not completed, the Contractor is not required to provide a PIPP.]</p>	<p>There is no PIPP. As per Statement of Work consisting of:</p> <p><u>Attachment 1</u> - Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2</p> <p>and</p> <p><u>Attachment 2</u> - Scope Document for SAP Managed Testing Services for TACP,</p> <p>and</p> <p><u>Attachment 3</u> - Scope Document for SAP Application Managed Services for TACP</p>

STATEMENT OF WORK: ATTACHMENT 1

Scope Document for SAP Implementation Services for TACP Tranche 1 and Design Services for Tranche 2

CONTENTS

1.	TACP OVERVIEW	44
2.	SCOPE OF WORK	46
2.1.	High Level Solution Architecture	46
2.2.	Functional and Technical Scope	49
2.3.	Integration Scope	50
2.4.	Platform Scope	52
2.5.	Reporting and Analytics Scope	57
2.6.	SAP Analytics Cloud (SAC)	57
2.7.	SAP Data Warehouse Cloud / Data Mart	57
2.8.	User Experience (UX) Scope	59
2.9.	Personas Scope	60
2.10.	Testing scope	61
2.11.	Training and Adoption Scope	61
3.	PROGRAM APPROACH AND METHODOLOGY	63
3.1.	High Level Schedule	63
3.2.	Tranche 1 Wave 2	64
3.3.	Tranche 2 Detailed Design	67
4.	GOVERNANCE	67
5.	SAP DELIVERABLES	69
5.1.	Tranche 1 Deliverables	70
5.2.	Tranche 2 Deliverables	71
5.3.	Acceptance Criteria of Deliverables	71
5.4.	Escalation Process	72
5.5.	Change Control Process	72
6.	PROGRAM ORGANISATION	73
6.1.	SAP Team	74
6.2.	TfNSW Team	76
7.	ROLES AND RESPONSIBILITIES	78
7.1.	Roles and Responsibilities of Team members	78
7.2.	RACI	93
7.3.	TfNSW responsibilities	99
8.	OTHER ASSUMPTIONS	101
8.1.	Data Model Assumptions	101
8.2.	General Assumptions	101
9.	OUT OF SCOPE	102
10.	COMMERCIALS	103

Document Overview

This Statement of Work covers the provision of Implementation Services for the TfNSW TACP solution by SAP Customer Success Services (CSS). The total TACP solution consists of several Statements of Work and contracting frameworks as shown in the following diagram. All references to “SAP” in this document shall mean the “Contractor” as set out in the Contract.

Statement of Work	SoW inclusions	Contracting Framework
Implementation Services	1. Tranche 1 delivery and Tranche 2 design	ProcureIT 3.2 Professional Services – Module 7
Testing Services	1. Implementation test planning, preparation & execution for Systems Integration Testing and Performance Testing 2. Preparation of automated regression test scripts for AMS Support	ProcureIT 3.2 Professional Services – Module 7
Managed Services	1. TACP Service Delivery Management 2. TACP Solution Support 3. SAP Enhanced Product Support 4. MDO Enhanced Product Support (including Solution Support)*	ProcureIT 3.2 professional services – Module 7 Subscription Contract under Cloud Head Agreement TfNSW to directly contract with third-party*

* MDO Enhanced Product Support is not provided by SAP and referenced here for informational purposes only. MDO Enhanced Product Support is subject to TfNSW reaching a separate agreement with a third-party provider where SAP will not be a party to. Without limiting SAP's liability for subcontractors under this Customer Contract, SAP does not accept any responsibility for TfNSW's selection of engaging such a third-party or any other third-party in connection with the TACP solution delivery nor the provisioning of any services by such third-party.

Table 1 – TACP Commercial Structure

1. TACP OVERVIEW

Background

NSW Treasury have approved an Asset Management (AM) Policy for the NSW Public Sector (TPP 19-07) in October 2019. The implementation approach for the policy includes a 1-year transition period. This period was to give agencies time to undertake the necessary gap analysis and commence putting in place steps to ensure they have embedded the new policy requirements. Compliance with the policy is required by 30 June 2024.

A core requirement for the Asset Management Policy, includes a fit for purpose Asset Register containing accurate and comprehensive information on the agency's planned and existing assets. TfNSW have submitted a transition plan arrangement to Treasury that includes an exemption to the AM Policy signed by the TfNSW Secretary with a revised completion date of the 30th of June 2024 for the Asset Register.

Transport for NSW (TfNSW), Asset Information Strategy includes the development of a software solution to deliver the strategy with a federated Transport Asset Custodian Platform (TACP). TACP will provide TfNSW with a centralised asset information register containing data such as operational performance, risk exposure, asset condition, maintenance planning and new Program delivery of Transport cluster owned assets. TACP will provide TfNSW with evidence-based decision making with data modelling to improve service offerings to customers.

TACP allows TfNSW to achieve compliance with NSW Treasury Asset Management Policy TPP 19-07 to adopt a whole of lifecycle approach to assets. The data available in the TACP will enable the Transport Secretary to deliver annual asset attestation requirements from the policy. The main outcomes sought by alignment with the policy include:

- Make better use of existing assets.
- Adopt clear and consistent definitions and methodologies to report to government each year on the size of any maintenance backlog and identify measures to address the backlog.
- Broaden assessments of asset performance to consider economic, social, and environmental benefits.
- Develop a 'system-of-systems' approach across interconnected infrastructure networks to drive an integrated vision of infrastructure provision, management and create value.
- Reduce costs, manage risks, and improve the resilience of assets
- Adopt innovative, contemporary technologies to improve the operation and maintenance of assets.
- Use quality data that will support evidence-based decision making to balance cost, risk, and asset performance.

TACP Program

Transport for NSW (TfNSW) carries the responsibility for NSW Government to provide for safe, integrated, and efficient transport systems across the state, and with the focus on citizen experiences, ways of working, new technologies, and more intelligent assets which present both complexity and opportunity to public transport leaders.

NSW Government is currently executing a large transport infrastructure program, with TfNSW playing a leading role and having responsibility for all transportation assets across the state of NSW. With an existing asset base valued at over \$160 billion which is operated and maintained by various parties in a complex and dynamic model, the need for a consolidated view of assets across the cluster has never been more relevant.

While the assets and their maintainers will change as the requirements and outcomes evolve, one constant remains: TfNSW have accountability for these assets.

The Transport Asset Collaboration Platform (TACP) Program aims to achieve the following principles:

1. Consolidate 750+ disparate asset registers from contracted Asset Stewards for Operation and Maintenance in one single asset register.
2. Aligns with the requirements of the NSW Treasury Asset Management Policy for the NSW Public Sector (TPP 19-07).
 - a. This includes a core requirement for a fit for purpose asset register containing accurate and comprehensive information on the agency's planned and existing assets.
3. Enables and supports the Asset Management Attestation Statement (required annually) by the Transport Secretary as part of the NSW Treasury Asset Management Policy.
4. Provides Transport for NSW with a centralised asset register with asset information regarding the operational performance, risk exposure, asset condition, maintenance planning and delivery of Transport cluster owned assets.

The TACP program outcomes will also deliver a high level of business value and enable TfNSW to change the way they engage with the Asset Partners. Asset information will be treated as an asset itself, shifting TfNSW to be an informed procurer of asset management and creating a competitive and service delivery focused asset management market. With the approx. \$40 billion that has been allocated for Transport recurrent and capital expenditure in the 2022-2023 budget including a significant allocation to asset management related expenditure, any program that allows TfNSW to have all the information on hand to make informed decisions when it comes to asset management, will deliver a high amount of value to NSW Government as a whole.

This document described SAP's tailored implementation approach to deliver TACP for Tranche 1 requirements and undertake the high-level design and detailed design outcomes for Tranche 2 of this program, with the objective of having all TfNSW Asset Partners to be onboarded before June 30th, 2024, to enjoy the outcomes of the Tranche 1 requirements in scope. Subsequent engagements will seek to extend these capabilities based on a planned roadmap as well as feedback received from the participants in the TACP.

2. SCOPE OF WORK

The scope of works covered under this engagement includes activities, outcomes and deliverables as defined below for the Program team to deploy to productive use the capabilities associated with TACP Tranche 1, via two deployment waves, as well as to deliver both a high level and detailed design for Tranche 2 capabilities.

2.1 High Level Solution Architecture

The high-level solution architecture below (Figure 1) shows the four (4) key capabilities of the TACP platform and the identified technology components to be leveraged to deliver these capabilities.

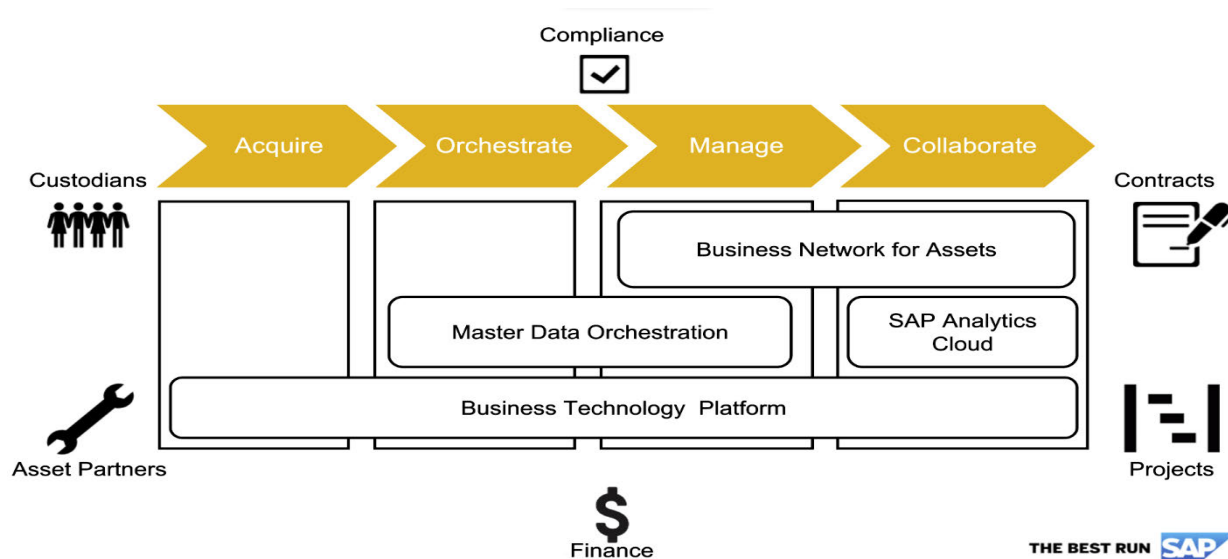


Figure 1 - High Level proposed SAP Solution for TACP

The four (4) key capabilities of TACP are:

1. ACQUIRE

TACP requires a standardised interface layer to manage asset data submissions from TfNSW Asset Partners. Using the “ADX standard” (schema) which is to be designed and developed as part of Tranche 1, Asset Partners are to be able to send compliant asset data to the TACP leveraging this schema, with this data being fed into a standardised governance process to be populated in the Asset Register.

2. ORCHESTRATE

After the data has been supplied by the Asset Partners, the TACP will orchestrate the process of validating data against technical and business rules, which will be designed and delivered as part of Tranche 1, leveraging the different components of the solution to provide asset data acceptance and assessment outcomes, confirming that the data provided and loaded into the Asset Register is fit for purpose.

3. MANAGE

Asset data that is to be processed and stored in the “TACP Asset Register” will be managed by the platform to support collaboration and reporting requirements. The rules that govern the validity of data being processed by the TACP such as Asset Information Standards, data

structures, technical validation rules and business validation rules need to be managed and will evolve over time. It is an expectation that these rules will change over time, as maturity of the business rules grows and feedback from the Asset Partners is incorporated, however the design for the rules and schema to be leveraged in the initial Tranche 1 go lives will be agreed and locked as part of Tranche 1 design. The evolution of the rules and standards beyond the initial go-live of Wave 1 will be implemented by the TACP Managed Service team, working in collaboration with TfNSW. The offering will be designed to support more than one active schema at a time.

4. COLLABORATE

The core functionality of the ‘TACP Asset Register’ to allow users to view, share, organise and collaborate asset data that has been curated by the governance process the platform has delivered. This capability allows TfNSW to ensure that the asset data can be reported on, meeting key operational and compliance objectives.

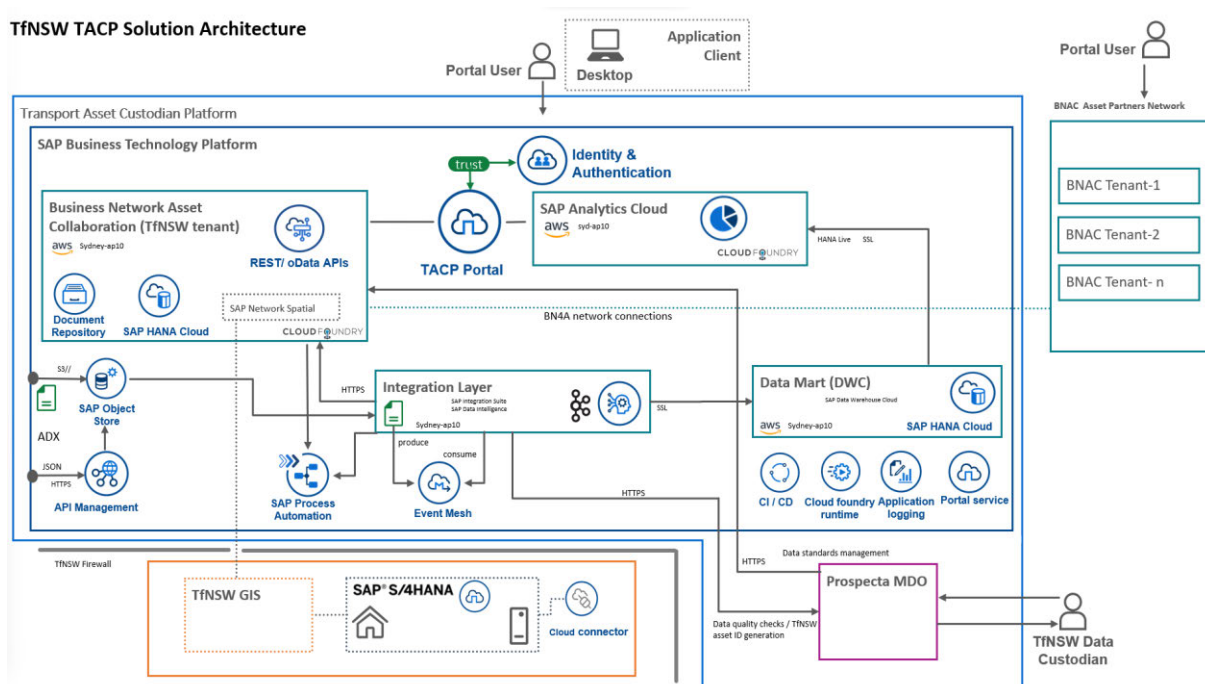


Figure 2: Proposed Component Architecture

SAP’s proposed component architecture as shown above in figure 2 has been identified as delivering the functional capabilities required by TfNSW for TACP. The exact components that are implemented as part of Tranche 1 will be confirmed during detailed design for Tranche 1 when matched against the detailed requirements to be shared during the design phase. The components and a description of their high-level capabilities are shown below. All capabilities are to be deployed in the SAP Business Technology Platform (BTP).

1. Business Network Access Collaboration (formerly “AIN”) – The core component that will deliver the major user interface to manage and collaborate around asset data. The launchpad as part of standard BNAC will be extended to provide a single portal to access functionality across the TACP, i.e., the ‘TACP Portal’ referred to in the shared requirements.

2. SAP Analytics Cloud (SAC) – SAC will provide the capability to meet ad-hoc, specific NSW Government compliance and non-standard reporting requirements for the TACP platform, providing the visualisation and reporting layer of TACP.
3. Data Mart – The data mart provides the underlying database infrastructure to support SAC reporting, components such as Data Warehouse Cloud, and HANA Cloud are expected to be utilised to also support these outcomes. The exact components will be confirmed during detailed design based on the SAP Program team’s review of the detailed requirements gathered during design discussions.
4. Integration Layer – The integration layer will receive, manage, and orchestrate the asset data received from Asset Partners across the TACP. This outcome will leverage various SAP BTP components such as Integration Suite and Data Intelligence. The exact components will be confirmed during detailed design based on the SAP Program team’s review of detailed requirements to be shared by TfNSW during design discussions.
5. Identity & Authorisation – SAP BTP Identity components will integrate with TfNSW and other TACP related security components to provide authentication, user provisioning and role-based access across the TACP. Additionally, the provision of Single Sign on (SSO) will be provided to the TACP components.
6. Master Data Online (MDO) – Validates and manages the inbound data from Asset Partners, through the application of business rules against the data provided to verify that the supplied data is fit for purpose. This toolset provides the capability to work with Asset Partners to improve asset data quality over time. This component will also provide capability to manage and evolve the Asset Information Standards over time and apply the different business rules associated with different versions of the schema that are in use at any one time.

2.2 Functional and Technical Scope

- To allow SAP to fulfil the requirements of the TACP as per the scope of this engagement, TfNSW will provide full administrative access to the SAP team to the TACP related BTP Services and associated software at the commencement of the engagement. These services are to be procured for a TACP global account established for TACP specific purposes, as distinct to the existing BTP landscape used for TfNSW Enterprise wide outcomes.
- SAP will connect, configure, and manage these services in the new Global account as part of the Program offering. The proposed components in BTP to be leveraged to provide the TACP are:
 1. SAP Business Network for Asset Collaboration
 2. SAP Business Technology Platform core platform
 3. SAP Integration Suite
 4. SAP Process Automation
 5. SAP Data Intelligence
 6. SAP Data Warehouse Cloud
 7. SAP Analytics Cloud
 8. SAP Cloud ALM
 9. SAP Portal / Fiori Launchpad service
 10. Identity Access Services
 11. Identity Provisioning Service
 12. MDO
 13. SAP Business Network for Asset Collaboration
- Other BTP components not specified here may need to be provisioned following detailed design for Tranche 1. This will be identified and managed by the SAP team during the Program as an outcome of the Tranche 1 Explore Phase, in readiness for the Tranche 1 Realise phase.
- The nature of the software licensing proposed for TACP provides for the ability to leverage other components of BTP without needing to make changes to the subscription.
- TfNSW will need to provide the initial ADX schema as an input to the design workshops. SAP will undertake all platform establishment activities for the technology services in scope once access has been provided by TfNSW to the landscape, including any provisioning of services, establishment of sub accounts, management of trusts and connections between the services and associated activities.



2.3 Integration Scope

The TACP will utilise standard API calls provided by the various components of the platform to enable the external integration with TfNSW and other Asset Partners. There will also be TfNSW specific external interfaces to support the functional requirements of TACP.

Internal integration between the various technical components of the TACP will be implemented and managed by SAP as part of the Program and will depend upon the final component set to be leveraged to meet the detailed requirements designed as part of the Explore Phase.

Key external integration points considered in scope for Tranche 1 are described in *Table 2: Key external TACP integration points* below.

SAP will expose the inbound TACP interface for external parties to connect and send data. SAP will not build interfaces for third party systems to connect to TACP but will provide technical support to assist in external parties building and testing their interfaces to the TACP solution.

Integration Scope Item	Scope Description
ADX ingestion (inbound from ADX)	<p>The integration scope included is to provide both an API and file-based integration endpoint so external Asset Partners can send ADX compliant data through to the TACP solution for processing.</p> <p>Leveraging the details to be agreed in the detailed design, SAP will implement an orchestration layer to:</p> <ul style="list-style-type: none"> • accept the ADX data, • manage the validation of this data against the agreed technical and business rules, • provide a user interface to allow Asset Custodians to view any validation errors; and work with the Asset Partners to increase the quality of their asset data submissions over time. <p>This orchestration will allow for custodians to approve the data submitted and manage the flow into the Asset Register for collaboration using the <u>Business Network for Asset Collaboration</u> and the reporting capabilities in the platform.</p>
ADX Schema	<p>Included in scope is to publish the ADX schemas to allow Asset Partners to programmatically access the ADX version to create or update their TACP asset data interfaces.</p> <p>While the exact composition of what an Asset Information Standard release package looks like is unclear and needs to be defined in detailed design, the published ADX schema will be packaged with other release materials and will be published into BNAC for users to access and download.</p>
API call to return Transport Asset ID	<p>Asset data sent from Asset Partners that does not specify a Transport Asset ID will be allocated a Transport Asset ID as per the rules to be agreed during detailed design which will support the definition of the uniqueness of an asset / data record. While it is not mandatory as per the requirements provided by TfNSW that Asset Partners store a Transport Asset ID in their source asset management systems, this web service will return the Transport Asset ID for any asset that has been allocated one in the TACP. Transport Asset IDs are assigned to assets once ingested into TACP as per agreed rules</p> <p>The equivalent of a file-based interface will also be provided for ADX files uploaded to TACP to return Transport Asset IDs.</p>
Standard Business Network Asset Collaboration Standard API's	<p>BNAC has standard APIs to allow external systems to interact with the network which will be leveraged to support the ingestion of the ADX data.</p> <p>Information on the APIs is available through this link:  </p>

Integration Scope Item	Scope Description
SAP Analytics Cloud	<p>SAP Analytics Cloud data will be provisioned and configured to enable the export of bulk or individual assets records into a specific file format. Asset data within an SAP Analytic Cloud Story could be filtered down into a specific point of view and exported out accordingly. Data available in SAP Analytical Cloud could also be accessed via the underlying data source model from the data mart. Please refer to SAP Data Warehouse Cloud section below.</p> <p>A detailed review of requirements during the Explore phase will determine if this specific feature is used for the requirement to expose content to other TfNSW systems. Providing the capability to expose TACP data for consumption by the TfNSW Enterprise Data Warehouse or other TfNSW systems is included in scope for Tranche 1, however connectivity to the TfNSW EDW or any other TfNSW system is not included in scope of Tranche 1.</p>
SAP Data Warehouse Cloud	<p>Inbound: Data Integration, transformation and/or ingestion will be provisioned and pushed into the data mart (SAP Data Warehouse Cloud or SAP HANA Cloud) via SAP BTP Cloud Integration (CPI). Please refer to SAP Integration Suite section below</p> <p>Outbound: SAP Data Warehouse Cloud provides SQL-based client-server interfaces that external Business Intelligence tools can use to consume data from SAP Data Warehouse Cloud. Additionally, SAP Data Warehouse Cloud supports the consumption of data via standard Public APIs in the form of OData V4 from specified entities in a particular space.</p> <p>A detailed review of requirements during the Explore phase will determine if this specific feature is used for the requirement to expose content to other TfNSW systems. Providing the capability to expose TACP data for consumption by the TfNSW Enterprise Data Warehouse or other TfNSW systems is included in scope for Tranche 1, however connectivity to the TfNSW EDW or other TfNSW systems is not included in scope of Tranche 1.</p>
Master Data Online (MDO)	<p>Integration points for MDO:</p> <ol style="list-style-type: none"> 1. While integration into a TfNSW eMDM or Data Catalogue style solution is not part of scope for Tranche 1, standard API's within MDO will allow the download of relevant reference and metadata regarding the Asset information Standards and allow this to be sent to external systems. 2. Configure connectivity to TACP BTP platform 3. MDO Security model integration with the broader TACP security model for personas in scope 4. BTP interfaces for all datasets identified as meeting the requirements of TfNSW. This includes CRUD – Create, Read, Update and Delete – These are available for all required for TfNSW TACP requirements provided. Once the Data Model is defined, the required dataset schema can be published including field, structure, and meta-data validations 5. System APIs – Additional API's which are available to read: 6. Process Logs – includes flow and error information 7. Meta Data – Data Catalog & Valid Values
SAP Integration Suite	<p>Integration capability of SAP Integration Suite to be leveraged for the data Ingestion outcomes in scope for TACP will be confirmed during detailed design. The outcomes required have been scoped as being able to be delivered from the components described below. Final confirmation of the exact role of each component in the integration suite for the ingestion process will be confirmed in detailed design during the Explore phase.:</p> <p>The capabilities in scope to be leveraged for TACP are:</p> <ol style="list-style-type: none"> 1. API-managed integration: SAP API Management exposes and provides secure access to allow Asset Partners to access managed APIs. API management facilitates full lifecycle management of APIs – smart discovery of APIs, creating and managing API versions. 2. Process Integration: SAP Cloud Integration (formerly known as SAP CPI) enables end-to-end process integrations, data transformation and orchestration across the solution leveraging standard SAP product and 3rd Party APIs.

Integration Scope Item	Scope Description
	<p>3. Event-based integration: SAP Event Mesh supports asynchronously integrated systems in an event-driven, real-time manner, via decoupling applications, extensions, or data by messaging principles (pub/sub).</p> <p>The exact capabilities to be leveraged from the different components available will be determined during the detailed design of Tranche 1, however efforts to accommodate the use of the above components has been accommodated in this engagement.</p>
Other Integration related capabilities in scope	<p>As part of the scope for integration, error handling and workflows have been included to accommodate:</p> <ol style="list-style-type: none"> 1. ADX error / exception handling. An allowance the workflow of errors / exceptions has been included to accommodate error handling outcomes when the ADX file is ingested. 2. Passing of data to MDO, validating the file transfer and returning the Transport Asset ID has been included. 3. Additional capabilities to accommodate the version handling requirements of the ADX schema have been included in scope including the publishing of the schema to allow this to be packaged with any release notes and guidance TfNSW wish to share with the data providers on a new version.

Table 2: Key external TACP integration points

2.4 Platform Scope

A new BTP environment with a new global account to be used exclusively for TACP will provide the software platform for the development and deployment of the business processes supporting the TACP functional requirements. The following technical activities are in scope for the management of the SAP technical landscape and will be provided by the SAP team leveraging the software licences, rights and infrastructure held by TfNSW or provided by SAP for TACP outcomes.

The scope of technical activities included have been based on a four (4) “tier” landscape to align with TfNSW infrastructure standards. This means that all relevant components in use for TACP will have four (4) tenants / instances / tiers established. The exact usage of these tiers will be proposed during the Prepare Phase and confirmed as an outcome of the Explore Phase, given that the nature of cloud applications provides flexibility in the usage of the tiers when compared to an “on premise” landscape. A potential use of the tiers proposed is:

- **Development** – used to establish the TACP processes for the Tranche 1 outcomes. Unit testing will be undertaken in this landscape.
- **Quality Assurance** – used to undertake Integration Testing and User Acceptance Testing. Could also be used for training outcomes.
- **Pre-Production** – potentially used for onboarding data providers to test data loads as part of onboarding preparation. Could also be used for performance testing and as an additional or alternate training environment, as well as more traditional “Pre-Production” use cases.
- **Production environments**. Used for the productive operations of TACP.

The table below describes the in-scope outcomes for the different elements of the SAP Platform.

Platform Scope Item	Scope Description
SAP Platform - General Scope	<p>General SAP platform activities to be provided for the TACP Tranche 1 business processes are:</p> <ol style="list-style-type: none"> 1. SAP technical connectivity of all SAP applications and components in scope, including new tiers or sub accounts and the establishment of BTP services. 2. Design and establishment of technical change management across all SAP TACP applications to provide the mechanism for the movement of business process content between the four (4) different tiers of the landscape. 3. Working with TfNSW's technical administration team to establish the process for integration flows and connectivity of the TACP landscape tiers into the agreed external touchpoints, such as active directory integration for user authentication. 4. Provision of SAP platform support, in addition to that provided through the underlying software subscriptions, throughout the engagement including: <ol style="list-style-type: none"> a. Provision of day-to-day system administrator type outcomes for SAP BTP and MDO. b. Either directly or through working with the underlying cloud operations teams provided as part of the TACP software subscriptions, undertake the application of any notes, patches, fixes as identified by the SAP functional or technical team in the design and delivery of the TACP. c. Movement of developed SAP content via "release management" for all SAP applications and services, as approved through the respective Quality Gate (Q-gate) process, for example from DEV >> QAS to provide for commencement of integration testing. d. Provision of role-based security outcomes for the business process design for the defined personas in scope (see list of personas in Error! Reference source not found. Error! Reference source not found.) e. Provision of appropriate, approved, application security access to the SAP applications to all engagement team members, e.g., developers, functional consultants, testers, trainers. f. Support for the technical elements of the SAP deliverables through the provision of technical landscape diagrams and associated information. g. Liaison with the technical platform administration staff of TfNSW to support the resolution of any technical issues or miscellaneous matters that impact the TACP Platform, but are not isolated to the TACP platform, as they arise over the term of the SAP engagement, for example any network issues. h. Raising with the SAP Program Manager any technical risks or issues as they arise or are identified.

Platform Scope Item	Scope Description
SAP Business Network for Asset Collaboration (BNAC)	<p>Implementation scope for the BNAC platform is:</p> <ol style="list-style-type: none"> 1. Provisioning of a TACP BNAC tenant. Four (4) Tier landscape 2. Provisioning of invitee accounts and user assignment to invitee accounts. 3. Provisioning and connectivity of Basic / other premium connections by the SAP Network Enablement Services. 4. Initial set-up / configuration of TACP BNAC tenant. 5. BNAC data model design (Asset Information Standards and Asset register) based on the outcomes of the Explore phase. 6. BNAC network model design. 7. Business Partner creation. 8. User authorisation configuration for TACP tenant. 9. Workflow configuration based on Improvement Requests in BNAC. A single workflow approach will be used to support routing of user created Improvement requests. 10. Auto-sharing configuration for Asset data with existing contracts. 11. Configuration of two non-standard group types has been included in scope: <ol style="list-style-type: none"> a. Contract b. Asset Information Standards Release package 12. Provisioning of Network Spatial Service. 13. Enabling GIS visualisation capabilities for Tranche 1 requirements, this is limited to manually importing visualisation layers from GIS to provide the necessary GIS attributes for visualisation. Direct connectivity to the Transport Enterprise-wide GIS is in scope for Tranche 2 14. Configure BNAC Launchpad to support TfNSW specific enhancements.
SAP Business Technology Platform	<p>Scope for the SAP BTP platform is:</p> <ol style="list-style-type: none"> 1. Activation of additional sub accounts as required to align to the proposed architecture, following the four (4) tier architecture approach 2. Activation of additional required BTP Services (based on detailed design) for: <ol style="list-style-type: none"> a. Identity Provisioning Service b. Identity Access Services c. Integration Suite d. API Management e. Workflow Management f. Process Automation g. Data Intelligence h. Data Warehouse Cloud i. HANA Cloud j. Fiori Launchpad 3. Configuration of Security model <ul style="list-style-type: none"> • Integration into TfNSW corporate Active Directory

Platform Scope Item	Scope Description
	<ul style="list-style-type: none"> • Integration into TfNSW external party Active Directory • Integration with BNAC security model for external parties with existing BNAC tenants • Enable SAP Identity Authentication Service in a Federated Model acting as proxy to Active Directory/ADFS. • Secure Cloud Connector • Establish User Propagation • Establish Secure Network Connection • Role and Authorisations • Enable CA signed certificate to establish system to system trust. • Establish Provisioning via SAP Identity Provisioning Service • Business Technology platform security <ul style="list-style-type: none"> • oAuth Clients • Roles and Authorisations Org and Spaces • Audit Logging • SAML based Authorisations • SAP Data Warehouse Cloud Security Communication Security • SAP HANA Cloud Security Communication Security • SAP Analytics Cloud Security Communication Security • SAP Data Intelligence Security Communication Security • SAP Integration Suite Security Communication Security <ol style="list-style-type: none"> 4. Configuration of SAP Cloud ALM 5. Configuration of SAP Analytics Cloud tenant 1. Configuration of SAP Data Warehouse Cloud and/or HANA Datamart/DB
MDO	<p>Scope for the MDO platform is:</p> <ol style="list-style-type: none"> 1. Provision of an MDO instance for each of the four (4) tiers in the landscape 2. MDO Build and test of database schemas to support Asset Information standards and asset data 3. Configuration of data validation rules to support asset data quality outcomes as described in the TACP RFP requirements. 4. Expose relevant MDO dashboards to the TACP Portal 5. The approved technical schema will be generated by MDO and made available to publish for access by Asset Partners to develop or enhance their data models/interfaces with TACP as part of the package of change to be collated and shared with all relevant stakeholders 6. All Data models as per scope of Tranche 1 including five (5) forms and twenty (20) business rules per data set, for example classification and reference data checks. 7. Data exchange specifications for ADX. 8. All Reference data models as provided in scope requirements.

Platform Scope Item	Scope Description
	<p>9. Upload of ADX schema specifications to TACP portal.</p> <p>10. One change request workflow approach to be defined to manage the processing change requests per exchange specification (schema) (ADX for Tranche 1) to align to the requirements shared by TfNSW.</p> <p>11. Data quality rules for ADX workflow called as a service, to be strengthened over time. This includes schema attributes and data rule changes.</p> <p>12. All MDO standard dashboard data quality reporting appropriate to the scope of access required for the personas in scope. This will be detailed in the Explore phase.</p> <p>13. Workflow SLA reporting.</p>

Table 3: Technical SAP Platform Scope

Technical Platform and Integration assumptions

- 1) There are no direct connections considered for the provision of asset data by Asset Partners.
- 2) TACP requirements will be deployed in a separate and specific global account of BTP to be used for TACP outcomes only and not shared with TfNSW enterprise applications.
- 3) Standard SAP Business Network Asset Collaboration (AIN) APIs are to be leveraged
- 4) A four (4) tier landscape has been considered
- 5) Business Partner Invitees will be created via an excel input using a script-based capability.
- 6) REST APIs are to be used to move the ADX data into BNAC (AIN)
- 7) Four (4) API's have been estimated in scope (APIs) as suitable to meet the requirements shared by TfNSW. A change in requirements or additional requirements shared during the design phase may give rise to a change request.
- 8) Application security includes SSL/User Propagation/Certificate management/encryption of data in transit for all interfaces
- 9) SSO (Single Sign On) has been included in scope for TACP applications
- 10) Integration to the TfNSW AD and TfNSW AD Domain that manages 3rd party access has been considered in scope for the provisioning of TACP users.
- 11) Multi factor authentication of users has not been considered in implementation scope as the assumption is that TfNSW will provide the authentication of all users, both internal and external who are to access TACP. Requests for users to be established in TACP will also require the provision of additional data on the security profile to be assigned and the organisational limitations that apply, e.g., contract ID. This can be explored further in the Explore Phase and if required a change request can be developed to allow direct access to TACP bypassing TfNSW identity authentication.

2.5 Reporting and Analytics Scope

Reporting and analytics outcomes will be provided for TACP processes via a mixture of embedded analytics outcomes available in each TACP application / component and via the reporting layer of the platform. Access to the reports for end users will be harmonised into a single launchpad for ease of use and secured by persona in combination with other agreed sub attributes, e.g., contract ID.

The exact role for each component of the reporting layer will be confirmed in the Explore Phase.

The scope of reporting outcomes has been defined to permit a mix of components to be leveraged to provide the optimal outcomes to TACP leveraging the respective strengths of the various components with a view to limiting the amount of custom reporting efforts required to deliver and support TACP reporting outcomes and aligning TACP as close as possible to standard product capabilities to support future adoption of roadmap features.

2.6 SAP Analytics Cloud (SAC)

The use of both SAC Stories and Analytical Applications has been included in scope, it is proposed to leverage SAP Data Warehouse Cloud (DWC) and / or potentially capabilities of the HANA data mart as the source for queries underpinning the reporting.

This will be confirmed once the reporting outcomes have been defined in detail during the Explore Phase. The final choice to leverage the Data Mart or DWC will be based on the optimal toolset to provide the reporting outcomes sought by TACP. Data will be provided into DWC via the use of the BTP Integration suite capabilities.

The use of either or both data providers will not impact the reporting capabilities in scope or the efforts underpinning this engagement.

2.7 SAP Data Warehouse Cloud / Data Mart

Data will be provisioned into DWC / Data Mart via Cloud Platform Integration suite capabilities

Scope inclusions for the delivery of identified reporting outcomes based on the functional reporting requirements shared in the RFP are:

Functional Requirement	Title	Complexity Assessment	Comment
FR 1.16	Report on Standards being used by the Service Provider	Medium	Will be delivered via one Story with up to three (3) pages to cover different views of data Will be supported by up to 3 DWC queries
FR 2.22	Asset Search by geo-spatial intersect query	High	Will be delivered via Story or Analytical Application with up to three (3) pages HANA Geospatial Functions will be developed. Will be supported by >3 DWC queries
FR 2.24	Asset Search by key asset relationships	Medium	Will be delivered via Stories with up to three (3) pages to cover different views of the data Will be supported by <=3 DWC queries
FR 8.06	Condition Report	Medium	Will be delivered via Stories with up to three (3) pages to cover different views of data

FR 8.07	Asset Quantities by Classification	High	Will be delivered via Story with multiple pages to cover different views of data (>=3 pages) Custom reporting Hierarchies required for Classification Will be supported by >3 DWC queries
FR 8.09	Geospatial View (via TACP)	High	Will be delivered via Story up to three (3) pages to cover different views of data HANA Geospatial Functions will be developed Will be supported by up to five (5) DWC queries
FR 8.10	Geospatial View (via GIS)	High	Will be delivered via Story with up to three (3) pages to cover different views of data Custom reporting Hierarchies required for Classification HANA Geospatial Functions will be built Will be supported by up to five (5) DWC queries
FR 8.13	Stakeholder / Contract Report	Medium	Will be delivered via Story with up to three (3) pages to cover different views of data Will be supported by up to three (3) DWC queries
FR 8.16	Maintenance Performance	Medium	Will be delivered via Story with up to three (3) pages to cover different views of data Will be supported by up to three (3) DWC queries
FR 8.21	Programs with outstanding submissions	Medium	Will be delivered via Story with up to three (3) pages to cover different views of data Will be supported by up to three (3) DWC queries
FR 8.25	Report Scheduling	Low	General Activities: Scheduling and managing report schedules
FR 8.26	Manage Permissions	Low	General Activities: Security, configuration, and administration of SAP Analytics Cloud and SAP Data Warehouse Cloud

Table 4: High Level mapping of Reporting Capabilities identified for TACP to be delivered via SAC

Reporting Assumptions

- Functional security components such as data access control for SAP DWC (if used) and reporting security control for SAP Analytics Cloud has been included
- The effort estimate includes exposing data or report from the data mart or SAP Analytics Cloud to be consumed to third party tools, however it does not include build effort to develop the solution in the 3rd party itself.
- Data will be sourced from the data mart or ODATA from BNAC for Tranche 1, or other sources within TACP
- It is assumed there are seven (2) Low, five (6) Medium and four (4) High Complexity Functional Reporting requirements for Tranche 1 will meet reporting requirements as specified. If through the Explore Phase, whilst clarifying the Requirements Trace Matrix (Functional Requirements in 3.1.4) there are new Functional Reporting requirements identified above the assumed number impacting the total reporting effort allocation (i.e., more than the 2 Low, 6 medium and 4 High), then this will be managed via the Change Control Process.
- SAC dashboards will source data from data mart through live connection and will be created with either SAC Story or Analytical Applications.

- SAC will be connected to Data Mart (DWC/or HANA Cloud) using Live Connection and BNAC through ODATA Connection import model. Any other connectivity from SAP Analytics Cloud to third party data warehouses or business applications are not included in the scope.
- Objects described as in scope for Tranche 2 have not been considered in the effort estimates for the reporting delivery of Tranche 1, for example work orders, work order history
- All requirements per 3.1.4 will be met either as standard or gaps addressed by enhancements that have been scoped and planned in the SAP response. Gap enhancements do not relate 1:1 to functional requirements in 3.1.4. Additionally, not all developments relate to gap enhancements as some of the SAP components require development effort to be enabled. An SAC activity is required to deliver a reporting outcome, which are not referred to as gaps as all reports will require adaptation.

2.8 User Experience (UX) Scope

The user experience for the TACP end users will be based on the SAP delivered BNAC Launchpad, which will be adapted for the TfNSW requirements specific to TACP. Known as the “TACP Portal” this launchpad will include role-based security so that users can only see and action items for which they are authorised, based on the defined personas in scope **Error! Reference source not found.**

Specifically, the scope that has been consider for user experience (UX) outcomes for TACP is:

UX Scope Item	Scope Boundaries
SAP UX General Scope	Scope for the general SAP UX activities to be provided for the TACP Tranche 1 business processes are: <ul style="list-style-type: none"> • Implementation and any configuration tasks for the delivery of the standard BNAC Launchpad • Portal Design and build leveraging the BNAC SAP delivered Launchpad as the foundation to host extended applications • Working with the SAP team and TACP representatives to provide mapping of user access and views required by persona based on the agreed set of roles (refer to personas in scope) • Single Sign on to AIN, SAC (reporting layer) and MDO content.
SAP UX app and tile development	The adaptation of existing or development of new TACP specific apps and tiles for the “TACP Portal” has been identified as required for the following capability areas: <ul style="list-style-type: none"> • Contracts • ADX and schema improvement requests • File logging • SAC embedded reporting for the SAC stories developed for TACP • Tiles for BNAC, MDO, SAC The extent of development required, when compared to delivered capabilities of the technical components in scope will be determined as an outcome of the Explore Phase.

Table 5: UX Scope

UX Assumptions

- The TACP Portal will have its foundation as the embedded AIN FLP module
- Four (4) custom apps (contracts, Logging, Improvement Requests, Embedded SAC) have been considered in scope based on known requirements
 - Contracts app assumes a full create, read, update, and delete capabilities are required
 - Logging app is assumed to be read only with only a 'retrigger' function included
 - Improvement request app has been considered. Detailed design will confirm if this is required or if the existing capabilities of the application are suitable to TACP's requirements
 - Embedded analytics (SAC) app has been considered to provide for the inclusion of SAC storied in the TACP portal.
- No extension to SAP standard apps has been considered in the UX estimates based on known requirements
- Simple tile-based UI integration to MDO has been included
- No dynamic "KPI" type tiles have been included in scope
- SAP Enable Now will be used as the basis for creating product documentation to hand over to the TfNSW Program team

2.9 Personas Scope

The personas in scope for the security model to be delivered as a part of TACP Tranche 1 are:

- Asset Custodian
- Asset Steward-Deliverers
- Asset Steward-Maintainers
- Operational Data Manager
- Asset Owner
- Contract Manager
- Asset Partner
- System Integrator
- Data Steward
- Integration Platform Operations Support
- Workflow Approver

2.10 Testing scope

Testing of the TACP solution will be owned and managed as follows:

Tranche 1 Test Activity	Owned/ Managed by
Unit Testing	SAP Program team
Test Strategy/ Planning/ Test Case preparation System Integration Testing Performance Testing Regression Test Automation	SAP Program team supported by SAP Cloud Application Services team, MDO team, and TfNSW Program team (for Multi Factor Authentication steps)
User Acceptance Testing Production Verification Testing	TfNSW Program team
Regression Testing post Wave 1 Changes	SAP AMS team supported by SAP Cloud Application Services team and MDO team

Table 6: Testing Scope

The Managed Testing services is a subscription service and therefore has a separate Statement of Work. The Managed Testing deliverables and RACI are included in this Implementation Statement of Work for ease of reference.

It is assumed and acknowledged that all teams will collaborate and be consulted as reasonably required to ensure the testing outcomes are met according to the Program schedule.

Training and Adoption Scope

The overall Organisation Change Management (OCM) and End User Training (for both TfNSW and Asset Partner users) is the accountability of the TfNSW Program team. Given most of the TACP solution is delivered as a SaaS (Black Box) offering, the need for extensive training of the components is not required.

In the Program team resourcing estimate and timeline, SAP have included a senior training specialist during the Explore Phase of the Program. This time (included as five (5) days) will be used to work with the TfNSW Organisational Change Management team to support the development the specific training approach for TACP, based on the above "black box" principles, to provide alignment on end user related activities, deliverables, and timing before progressing to undertake these during the Deploy phase.

The approach for Training is as follows:

1. The training approach is owned by TfNSW, supported by SAP expertise. Any documentation provided by SAP on the TACP will be based on the TACP architecture design, and roles / personas in scope. The Training approach should be completed during the Explore (Design) phase of the Program as a collaborative exercise with SAP and TfNSW and agreed with the TfNSW Program Manager.

2. SAP Functional consultants will provide input to the product documentation, working with the training content specialist being provided by SAP as part of this engagement. It is assumed that this content will be developed in SAP Enable Now.
3. The SAP Training Specialist will align the TACP product documentation into an agreed format based on business processes and personas in scope for Tranche 1.
4. The SAP Training Specialist will work with identified TfNSW SME's and conduct a Knowledge Transfer process utilising this business-based documentation developed using SAP Enable Now – this is referred to as “simulations”. SAP has included twenty (20) simulations in scope for the TACP solution.
5. TfNSW SME's will leverage this product content and simulations when producing the specific training documents based on TACP personas (Internal and Asset Partners users) then schedule and deliver the training. The SAP program team is not involved in this aspect of enablement.
6. The SAP training approach will consist of converting the SAP solution design documentation into a suitable format to deliver Knowledge Transfer via an SAP Training Specialist and Functional consultants to TfNSW SMEs. These nominated SME's will then package up this documentation and deliver training to identified end users.

Training and Enablement Content Scope

The specific details of the knowledge transfer scope will not be finalised until the detailed design is complete for Tranche 1. To provide the Fixed Price proposal requested by TfNSW, we have provided the following breakdown of effort.

- Five (5) days of a senior training specialist during the design phase to provide the specific detailed scope, approach, resources (TfNSW SME's) and deliverables for the Knowledge Transfer activity.
- Effort already allocated by the Functional consultants will be utilised to compile the product documentation and work with the training specialist (suggestion being to utilise Enable Now)
- A total of five (5) days has been allowed for the knowledge transfer delivery to the SME's during the Deploy phase of the project, based on materials built during the Realize (build) phase.
- The creation of twenty (20) simulations for key transactions. Simulations are recordings of transactions with text bubbles to describe each step. These can be converted to a PDF equivalent so that the TfNSW SME has a choice of utilising a recording or printed guide when building the specific training content. A sample of three (3) such PDF versions of the simulations has been provided and SAP can provide actual simulation (video recordings) separately if so desired.

The SAP Business Transformation lead will work closely with the TfNSW Program Manager and advise/support the engagement activities with both internal and external stakeholders throughout both Wave 1 and Wave 2. Specific activities and timings thereof within this scope of work will be agreed during the initial Prepare Phase of the engagement.

3. PROGRAM APPROACH AND METHODOLOGY

SAP will follow the SAP ACTIVATE methodology for cloud implementations. SAP ACTIVATE is a content rich, Agile based methodology applicable for the implementation of SAP new cloud solutions for Public Sector. SAP ACTIVATE provides pre-built implementation content, accelerators, tools, and best practices that help SAP consultants deliver consistent and successful results for our customers.

The five phases of SAP ACTIVATE provide guidance throughout the Program life cycle. Embedded within these phases is a series of value delivery and quality checks to make sure that the solution delivers the expected value, on time and within budget.

The diagram below illustrates SAP Proposed Deployment Strategy, across both Wave 1 and Wave 2.

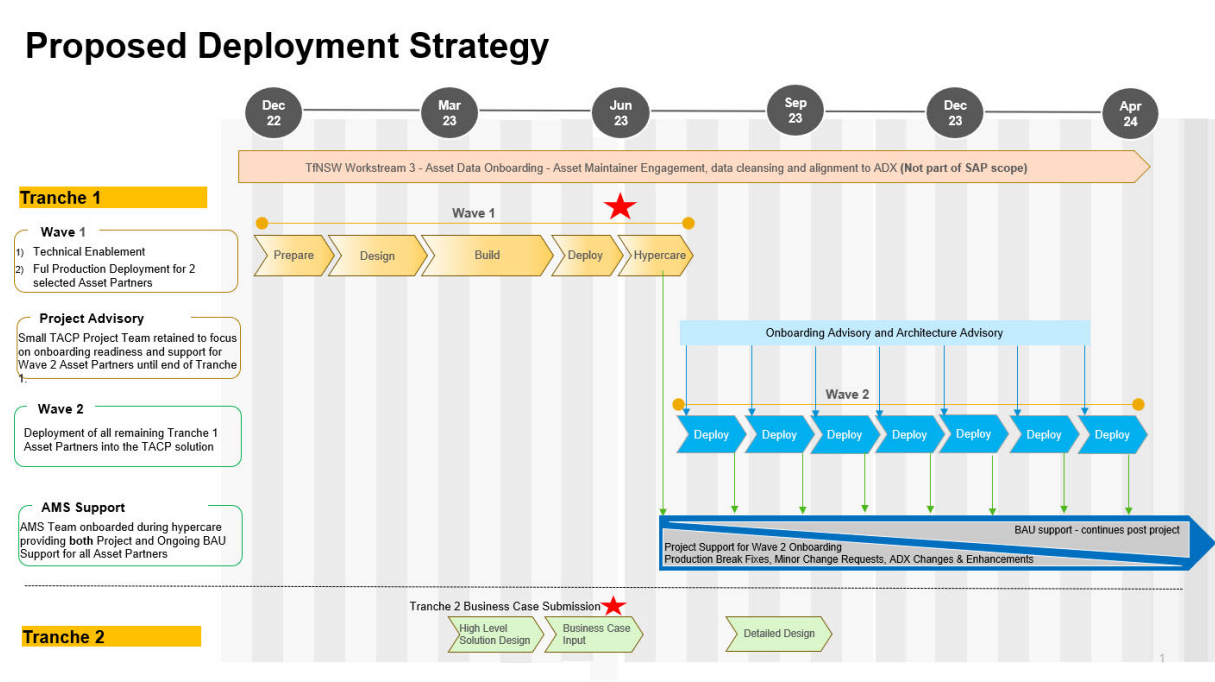


Figure 3 - TACP Deployment Strategy

3.1 High Level Schedule

The durations and estimated milestone dates for the Program Phases are as follows and are based on an estimated commencement date of 16 January 2023 and an estimated completion date of 17 May 2024. The final project plan is prepared and confirmed as part of Prepare Phase.



Figure 4 - TACP High Level Timeline

SAP Technical Deployment activities will be conducted over a two (2) week period culminating in a Go Live at the end of the 2 weeks. Customer UAT activities will run for three weeks and extend into the first week of the SAP Deployment with the first Go/No Go check point at the completion of UAT and the final Go/No Go decision on completion of all final deployment activities and final checks.

3.2 Tranche 1 Wave 2

Wave 2 will commence during or following the Wave 1 Hypercare phase, as agreed between TfNSW and SAP. The deployment cycles of wave 2 will be supported by SAP from both the Program team and the AMS team.

The provision of SAP Program resources supporting Wave 2 deployments is planned as follows:

Wave 2 Role	Wave 2 effort provision in this response	Wave 2 activity	Wave 2 deliverables
SAP Solution Architect	1 day per week, remote	Advisory consulting on major changes to TACP & Tranche 2 design	
MDO Architect	1 day per week, remote		
SAP Transformation Lead	2 days per week, remote / onsite	Assist TfNSW with deployment scheduling, readiness assessments and provisioning	Program closure report

Table 7 - Wave 2 SAP Program Resource Provision

The SAP AMS team will support onboarding activities and solution changes required by the TfNSW Program team. Refer to the SAP AMS Statement of Work for tasks and estimated efforts relating to onboarding activities

Wave 2 deployment support

The SAP Program team will provide the following support for the cycles of deployments of all Asset Partners during Wave 2 based on service requests for each deployment (drop) cycle.

Based on input from TfNSW of up to 700 Asset Partners over 7 deployment cycles. The below tasks are indicative and subject to confirmation in detailed design.

TACP Onboarding tasks

Onboarding Task	SAP Effort	MDO Effort	TfNSW Effort	Asset Partner Effort
Onboarding Asset Partner - BNAC				
Onboard Business Partner to BNAC. (invitee / premium)	X		X	
Onboard Asset Partner to MDO		X		
Asset Partner Interface setup – Non-Prod				
External endpoint provisioning - API	X			
External endpoint provisioning - File based	X			
Integration Suite API Mgt Technical user provisioning for Asset Partner interfaces	X			
Verify/Update business rules for Asset Partner/Contracts		X		
Interface workshop to validate onboarding inputs	X			X
Connectivity Support for Asset Partner	X			X
Interface Testing Support for Asset Partner	X			X
Provision technical user for BTP Process Automation				
Provision technical user for BTP Data Intelligence				
Asset Partner Named user setup				
Onboard named users	X			
Onboard Asset Partner to Contract				
Create a Party master data object			X	
Create multiple contract objects			X	
Assign contract to relevant contract party			X	
Asset Partner User				
Assign users to relevant contracts	X	X	X	
Provision user SAP roles	X			
Asset Partner - Prod Cutover (additional tasks to Non-Prod)				
External endpoint provisioning - API	X			

Onboarding Task	SAP Effort	MDO Effort	TfNSW Effort	Asset Partner Effort
External endpoint provisioning - File based	X			
Integration Suite API Mgt Technical user provisioning for Asset Partner interfaces	X			
Connectivity Support for Asset Partner	X			X
PVT Support for Asset Partner	X			X
Enable Production users and accounts				
Update of product documentation and training material in Enable Now			X	

Table 8: TACP Onboarding Tasks

3.3 Tranche 2 Detailed Design

SAP recommends that Tranche 2 design be scheduled to avoid resource constraints on both SAP and TfNSW resources during Tranche 1 build. SAP proposes Tranche 2 design be done as follows:

High level design

- Four (4) weeks elapsed time commencing two (2) weeks following completion of Tranche 1 design with architects & consulting leads part-time. The two (2)-week lag is to ensure adequate governance over the commencement of build activities.
- The objective of this HL design is to provide input to implementation planning and pricing for the Tranche 2 business case.

Detailed Design

Eight (8) weeks elapsed time commencing after completion of Tranche 1 Hypercare with architects and consultants engaged in both a full and part time mode depending upon scope in each respective area. This timing will mitigate any resource constraints between the needs to support Tranche 1 deliverables and the need to provide a detailed solution design document that will be ready for build.

4. GOVERNANCE

SAP assumes a joint, multi-tiered approach to Governance for the TACP program to manage risk, resolve escalations without impacts to milestones, and promote transparency. The SAP Governance framework will be aligned with the TfNSW PMO to agree an appropriate model that will be included in the Program Management Plan out of the Prepare phase.

A key driver and focus will be on maintaining the principle of “Standard SAP” solutioning, aligned closely to product roadmap. To support this principle, SAP’s Global Business Network for Assets (AIN / BNAC) product owner will sit on the Executive steering committee.

During the Prepare Phase, the team will formalise key governance processes for documenting potential ‘customisations’ and stewarding these through the appropriate governance process (see example next page). The overall philosophy will be to adopt out of the box, standard SAP product solutions and deploy these to keep to agreed milestone dates.

Whilst some team members may work separately on Tranches 1 and Tranche 2 design, the governance structure will encompass both to ensure minimum technical debt and continuation of ideas and knowledge within team members, allowing for design efficiencies across both Tranches whilst adhering to delivery milestones.

The Program Managers from SAP and TfNSW, together with the TfNSW Program Director and Sponsor will confirm the specific Governance structure for TACP during the Prepare phase, utilising the below as a starting point.

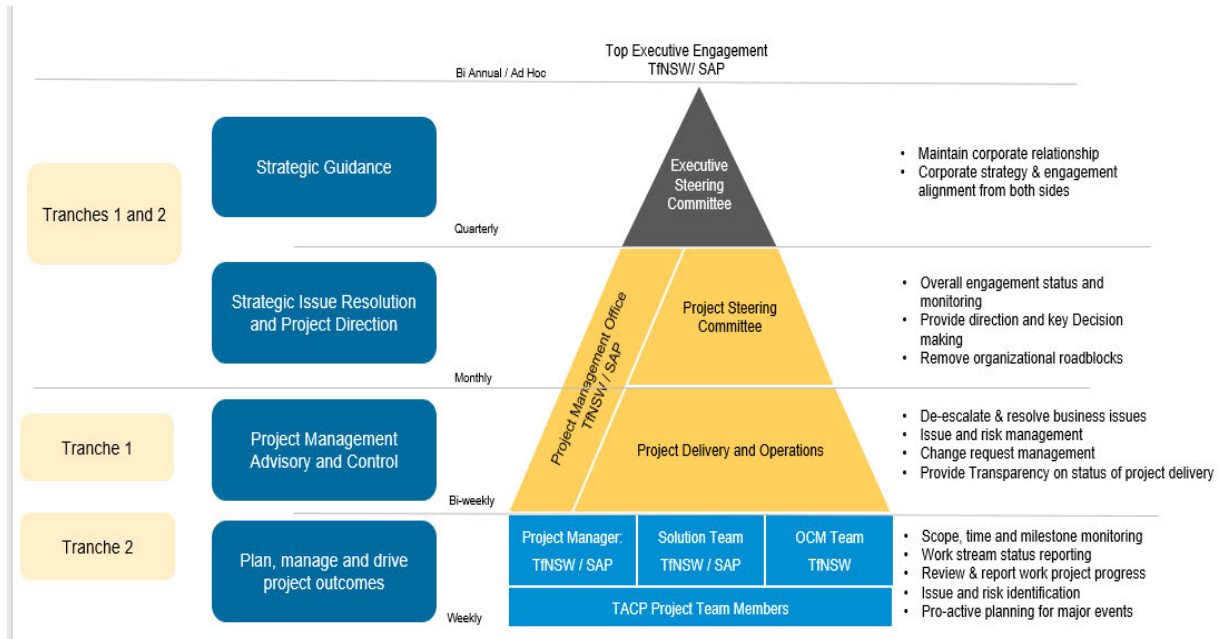


Figure 5 - Proposed TACP Program Governance Structure

During the Prepare phase, the key processes underpinning the governance structure will be defined. These processes include roles and responsibilities, decision criteria, and timings to provide assurance around decision making that protects the overall outcomes of the TACP program.

Both Parties agree to work towards the following response times in respect to decision making:

- for all decisions involving the input of the Steering Committee, response time should be within five (5) working days of the Steering Committee meeting in which the item is tabled
- for all decisions involving the input of division or departmental heads, Agencies or Asset Partners, response time should be within three (3) working days of formal communication by the Program Team
- for all decisions requiring the input of Program Manager or team members, response time should be within two (2) working days of formal communication to the Program Manager or team member
- For SAP Deliverables, a formal deliverable review and approval process must be followed. The process will be agreed at the commencement of the Program with response time to accept or reject deliverables being five (5) working days.

5. SAP DELIVERABLES

SAP will provide the Program deliverables as defined in this section.

5.1 Tranche 1 Deliverables

Phase	SAP Deliverables - Wave 1
Prepare	Program Management Plan
	Detailed Program Schedule
	Design (Explore) Workshop Schedule
	Landscape Management Plan
	Requirement Traceability Matrix (with updates during subsequent phases)
	SAP Program Status Reporting (with updates during subsequent phases)
	SAP Program Schedule (with updates during subsequent phases)
	Tranche 1 Register of Asset Partners and key TfNSW Stakeholders (with TfNSW input)
Explore	TACP Solution Design Document ¹
	Data Strategy - Ingestion (ADX), Data Model incl Data Standards
	Test Strategy (SAP for UT/SIT/Performance/Regression, TfNSW for UAT and PVT) ²
	Test Plan (SIT and Performance Test only) ²
	Detail Data Design and Plan
	Training Approach Document (including KT to UAT testers)
Realise	Technical Deployment/Cutover plan (Incl Data Ingestion plan)
	Test Scripts (for SIT and Performance Test only) ²
	Performance Test Report ²
	Unit Testing Closure Report
	SIT Status & Closure Reports ²
	Product User Guides
	Deployment Cutover Runsheet/Plan
	Transition to Support Plan
	Service Management Plan
	Service Operations Procedures
	Business Readiness Checklist for Wave 1 Asset Partners
	Deployment Strategy and Timeline for Wave 2 Asset Partners
	Business Based Training Simulations
Deploy	Production Support Readiness Plan
	Wave 1 Go-Live Report
Hypercare (Run)	Hypercare Closure Report
	Automated Test scripts for BAU Regression use ²
	Transition to SAP AMS Support team Completion Report

Table 9: Tranche 1 Deliverables

¹ (Including but not limited to process, system, integration, security design; WRICEF development specifications; outputs, controls, configuration, and technical specifications (where required) to deliver the scope of the business process

² Test deliverables provided under the Managed Testing SoW. Added here for completeness of SAP deliverables

5.2 Tranche 2 Deliverables

Phase	SAP Deliverables Tranche 2
Explore – High Level Design	TACP Solution Design Document (updated) ³
	Proposed Implementation Schedule & ROM proposal
	Requirements Traceability Matrix (updated)
Explore – Detailed Design	TACP Solution Design Document (updated) ¹
	Requirements Traceability Matrix (updated)

Table 10: Tranche 2 Deliverables

5.3 Acceptance Criteria of Deliverables

Program quality control and governance requires the formal acceptance of each deliverable. TfNSW and SAP will define and agree the acceptance process during the Prepare Phase including the Quality gates (Q-Gates) to apply at different stages of the implementation and deployment. This will be documented in the Program Management Plan based on the following:

- To maintain the Program schedule, it is critical deliverable acceptance occurs in a timely manner.
- Consultation will occur with TfNSW during the development of each deliverable to allow review and feedback prior to the deliverable date
- Acceptance criteria will be defined for each deliverable and TfNSW commits to not unreasonably delay the acceptance process
- The standard timeframe to provide deliverable acceptance is five (5) workdays following completion. This may vary for specific deliverables.
- For a deliverable associated with a milestone TfNSW will be deemed to have accepted that deliverable after five (5) working days from submission to the approval process as per the agreed government framework in the PMP.
- If an approver is not available, a delegate must be assigned by the approver or the Program Leadership Team.
- If TfNSW rejects a deliverable, written notice must be provided of the specific reason for the rejection, and what is proposed for acceptance.
- If an approver has not provided formal acceptance or specific feedback as to why the deliverable cannot be accepted after five (5) working days, the escalation processes is applied

In addition to formal acceptance of deliverables, each Program phase will be formally signed off by the TfNSW Program Manager with reference to the agreed Q-Gate applicable to each phase.

³ (Including but not limited to process, system, integration, security design; WRICEF development specifications; outputs, controls, configuration, and technical specifications (where required) to deliver the scope of the business process

5.4 Escalation Process

If any issues are unable to be resolved by the Program team in a timely manner, the parties agree that they will be escalated in line with the following:

- The issue will be raised to the Program Management Office (PMO) for discussion and agreement between TfNSW and the SAP Program Managers.
- Where TfNSW and SAP Program Managers are unable to resolve in a timely manner (i.e., within two (2) working days), the issue is escalated to the Program Steering Committee
- If the Program Steering Committee is unable to resolve in a timely manner, then TfNSW and SAP Executive Sponsors are the final point of escalation.

Achieving a timely resolution of all issues is the responsibility of both TfNSW and the SAP Teams. The expected turnaround for a response to any escalation is under five (5) working days.

Both parties commit to presenting a balanced view when making their recommendation for resolution and must present alternative options considered to allow the appropriate governance bodies to make an informed decision.

5.5 Change Control Process

SAP accepts that new requirements necessitating solution enhancements may be required during Wave 1 or Wave 2 of the program. New requirements will follow the program change control process that will be set out in the Program Management Plan to assess architecture and delivery impacts. Enhancements approved by the change governance will be delivered by the SAP AMS team who will be engaged for such planned changes.

Change control will apply to any new scope introduced during the term. This includes scope not referenced in this document and alterations to any deliverable stated. For the avoidance of doubt, this includes but is not limited to if SAP is required to deliver program management capability.

Any changes to the Program as defined in this document, and formal Program documentation, must follow a formal Program Change Control Process.

Examples of Change Request categories include:

- Change to any of the agreed scope covering organisational or solution (process, functional, development, integration, technical, infrastructure or data conversion/migration).
- Change to agreed timelines.
- Change to delivery schedule.
- Change to approaches, deliverables, assumptions, or governance bodies.
- Change to quality standards.
- Change to resources.
- Change to Program budget or other financial aspects
- TfNSW and SAP will agree the detailed Change Control process during the Prepare Phase of the Program.

6. PROGRAM ORGANISATION

The proposed structure of the combined SAP and Customer is illustrated below. This structure will be agreed during the Prepare Phase of the Program.

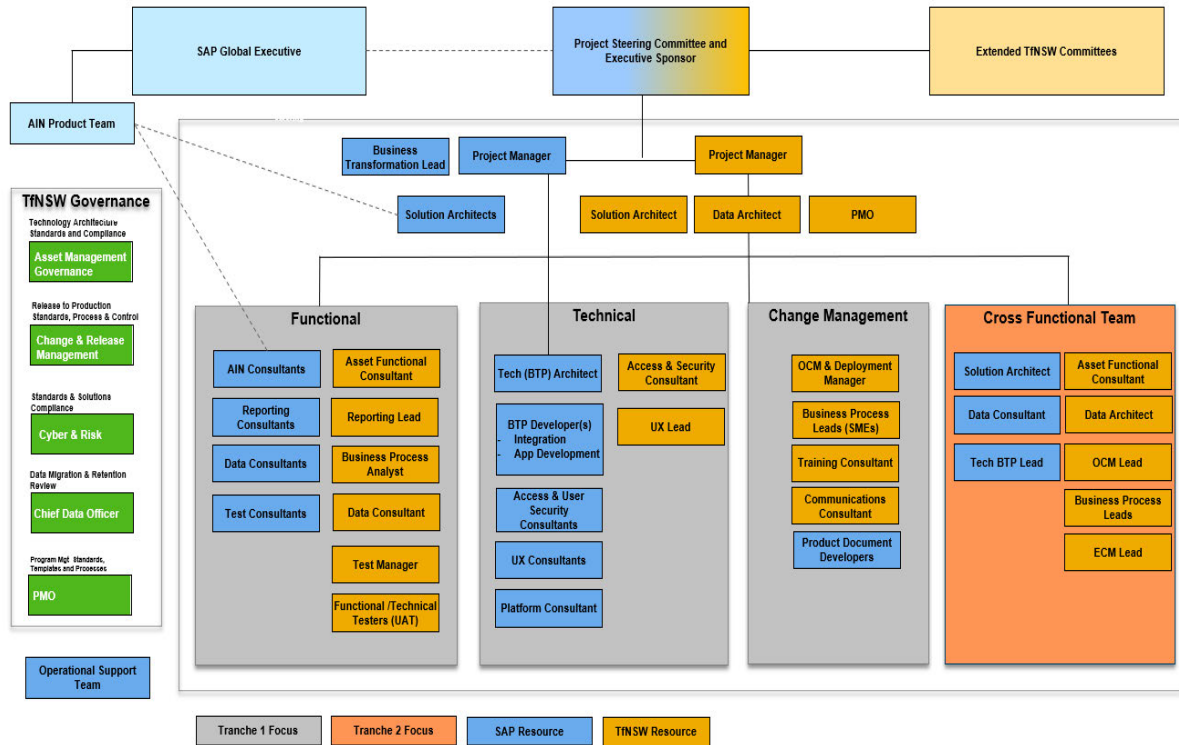


Figure 6: Proposed joint TACP Program team structure

TACP has overall accountability for the Program. It is expected that both SAP and TfNSW will have dedicated Program Managers on this engagement who will be responsible for managing availability, work assignment and quality of deliverables for the respective team members throughout this program. This will encompass both tranches, with particular focus needed to manage potentially competing priorities during the Tranche 2 design period.

From a people management perspective, it is important that a focus is maintained on well-being of all Program team members throughout this journey. The TACP program will be approximately eighteen (18) months duration (excluding future Tranche 2 implementation) and this timeframe can provide challenges to individuals. As such, SAP and TfNSW Program Managers need to ensure appropriate breaks and deploy initiatives to promote a positive team environment.

The roles and involvement level of the SAP and TfNSW teams for the TACP Program will be as follows.

6.1 SAP Team

Not all SAP resources are assigned to the Program on a full-time basis or for every phase of the Program. The SAP team will be a combination of onsite and remote resources depending on Program needs and consultant location. The same resources used for Tranche 1 design and build are planned to be utilised for Tranche 2 detailed design

The key SAP roles are as follows:

Tranche 1 Wave 1 SAP Team

SAP Team	Level of Involvement
Program Manager	Single Resource. Full Time.
SAP Architects (Solution/Data)	Multiple Resource. Full Time. Single Resource. Part Time
Business Transformation Lead	Single Resource. Part Time.
BNAC Functional Consultants	Multiple Resources. Part Time.
Reporting Consultants	Multiple Resources. Part Time.
Data Consultants	Multiple Resources. Part Time.
Test Consultants	Multiple Resources. Part Time.
Technical (BTP) Architect	Single Resource. Part Time.
BTP Developer	Multiple Resources. Part Time.
BTP Access and User Security Consultant	Single Resource. Part Time.
SAP UX Consultants	Multiple Resources. Part Time.
Platform Consultant	Single Resource. Part Time.
Product Document Developers	Multiple Resources. Part Time.

Table 11: Tranche 1 Wave 1 SAP Program team

Tranche 1 Wave 2 SAP Team

SAP Team	Level of Involvement
Project Manager	Single Resource. Part Time.
SAP Solution Architect	Single Resource. Part Time
Business Transformation Lead	Single Resource. Part Time.
Data Lead (Architect)	Single Resource. Part Time.

Table 12 - Tranche 1 Wave 2 SAP Program team

Tranche 2 SAP Team

SAP Team Member	Level of Involvement High Level Design (During Realise of Tranche 1)	Level of Involvement Detailed Design (During Wave 2 deployments)
Program Manager	Single Resource, Part Time, Included in Tranche 1 effort.	Single Resource Part Time
SAP Solution /Data Architects	Multiple Resources. Part Time	Multiple Resources. Full Time
Business Transformation Lead	Included in Tranche 1 effort	Not Required (involved in deployments)
AIN Functional Consultants	Single Resource. Part Time.	Several Resources Full Time
EAM Consultant	Not Required.	Multiple Resources, Full Time
Reporting Consultants	Single Resource. Part Time.	Multiple Resources Mix of Full Time & Part Time
Data Consultants	Single Resource. Part Time.	Multiple Resources. Part Time.
Finance Asset Consultant	Not Required.	Single Resource Part Time
Technical (BTP) Architect	Single Resource. Part Time.	Single Resource. Full Time.
BTP Access and User Security Consultant	Included in Tranche 1 effort	Single Resources. Part Time.
Contracts Consultant	Not Required.	Single Resource. Part Time.

SAP Team Member	Level of Involvement High Level Design (During Realise of Tranche 1)	Level of Involvement Detailed Design (During Wave 2 deployments)
GIS Consultant	Not Required.	Single Resource. Part Time.
SAP UX Consultant	Not Required.	Single Resource. Full Time.
ECM Consultant	Not Required.	Single Resource. Part Time.
BTP Integration and Platform consultants	Not Required.	Multiple Resources. Part Time

Table 13: Tranche 2 SAP Project Design team

6.2 TfNSW Team

For successful delivery of the Program and to meet the business objectives the Program Customer resources should have appropriate knowledge in the area they are assigned, the skills to complete the tasks and importantly, the authority to make decisions as appropriate to their assigned role. Assignment of Customer individuals will be determined and managed by TfNSW as part of the Program establishment.

The key Customer roles are as follows:

Customer Team	Level of Involvement
Program Manager	Single Resource. Full Time.
Solution Architect	Single Resource. Full Time.
Data Architect	Single Resource. Full Time.
Organisational Change Management and Deployment Manager	Single Resource. Full Time.
Training Consultants	Multiple Resources. Part Time.
Communications Consultant	Single Resource. Part Time.
Business Process Leads (SMEs)	Multiple Resources. Full time.
Test Manager	Single Resource. Full Time.
Training Lead	Single Resource. Full Time.
UX Lead	Single Resource. Part Time.

Customer Team	Level of Involvement
Access and Security Consultant	Single Resource. Part Time.

Table 14: Customer Roles

7. ROLES AND RESPONSIBILITIES

The SAP and Customer roles required on the TACP program are summarised below in the following sections.

7.1 Roles and Responsibilities of Team Members

SAP Team Roles Tranche 1 Wave 1 and Tranche 2 Design

Role	Key Responsibility
Program Manager	<ol style="list-style-type: none"> 1. Initiate project to set-up the management structure, including collaborating with TfNSW to: <ol style="list-style-type: none"> a. Finalise team structure b. Finalise Project Management Plan c. Provide the Project Schedule for the SAP activities to TACP PMO 2. Assign and onboard the SAP project team 3. Establish project protocols, e.g., status reporting, issues resolution approach, risk management process 4. Oversee SAP team activities and work closely with TfNSW by: <ol style="list-style-type: none"> a. Working with TfNSW to maintain project timeline and adherence to schedule b. Assisting in coordination, participation, and availability of SAP project resources c. Providing key stakeholder coordination assistance d. Monitoring and maintaining SAP project activities e. Preparing and participating in weekly project status meetings, risk, and issues meetings f. Providing issues escalation path and resolution g. Assisting in managing communications to key stakeholders and key activity sign-off coordination h. Planning interrelated deployment activities to avoid dependency-related obstacles i. Monitoring for potential issues and risks so they are identified and promptly addressed 5. Manage the Wave 2 detailed design 6. Close the SAP Services project upon end date of Consulting Services Term, by: <ol style="list-style-type: none"> a. Overseeing the Transition to the nominated Support and Deployment (BAU) teams b. Completing Hypercare c. Preparing and conducting project Lessons Learned working session with TfNSW per major move to Production milestone d. Completing end of project quality review.

Role	Key Responsibility
	<ul style="list-style-type: none"> e. Providing handover to Wave 2 Project Manager and Service Delivery Manager
<p>SAP Solution/Data Architects (Lead and Team)</p>	<ul style="list-style-type: none"> 7. Lead, design and oversee the implementation services in the following: <ul style="list-style-type: none"> a. Strategy and Architecture for the end-to-end solution b. Solution Design Documentation c. Requirements Trace Matrix (TfNSW_TACP_RFP_Returnable Schedule 3.1.4' (RTM) d. Data Architecture working closely with SAP Data Consultants e. Promotes process standardisation 8. Closely work with product development, as required 9. Advise on cloud solution architecture, data rationalisation, system landscape design and SAP leading technology practices 10. Provide high level subject matter expertise and the connections into the SAP business and Cloud Operations team to bring knowledge on governance, standards, cloud architecture, integration technology, cloud application security, cloud infrastructure and operations 11. Support Project Manager to plan key activities such as high-level design workshops and Solution Showcases. 12. Oversee and guide the design throughout the lifecycle of the project working with the various domain experts from SAP on the project 13. Plan and facilitate Solution Showcases across the whole solution. 14. Provide periodic updates to project management team and steering committee regarding risks, challenges, and mitigation plans. 15. Collaborate and advise key SAP's Project Leads and TfNSW Leads on Solution matters
<p>Business Transformation Lead</p>	<ul style="list-style-type: none"> 1. Provides Advisor support to the TfNSW Organisational Change Management and Training team on Organisational Change strategy, training, and deployment planning 2. Supports the data load trials of Asset Partner data sources pending their scheduled onboarding to TACP to ensure business and data readiness. 3. Supports the engagement with Asset Partners to provide an environment where successful business outcomes can be understood and achieved. 4. Validates the assessment of readiness by TfNSW change management for data sources on-boarding to TACP 5. Supports the overall governance of the TACP project and other communication and engagement with senior TfNSW stakeholders as this relates to the project and its benefits. 6. Supports the transition from Wave 1 project focus to the handover to SAP support team for Wave 2 and beyond. 7. Provides advice on best practice methodology and practical experience for managing resistance to change and business impacts relating to cloud-based solutions such as TACP.

Role	Key Responsibility
BNAC (AIN) Functional Consultants (Lead and Team)	<ol style="list-style-type: none"> 1. Has overall responsibility and accountability for the solution design, configuration/build, and documentation of the BNAC (AIN) processes. 2. Works with the Solution Architect to plan and design workshops and showcases for BNAC (AIN) 3. Responsible for the upkeep and expansion where necessary of the agreed RTM (TfNSW_TACP_RFP_Returnable Schedule 3.1.4') (for their area) 4. Conducts internal reviews at the completion of each phase 5. Facilitates the resolution of escalated issues in a timely manner 6. Communicates progress and status to the SAP PM on a weekly basis 7. Assists with developing and communicating the future business processes design 8. Supports Knowledge Transfer to Testers and product documenters for their solution area 9. Leads Defect/issue resolution for all Testing Phases, for their stream 10. Reviews, understands, and approves any application extensions within their stream domain, working with the BTP architect. 11. Identifies and manages critical business scenarios in the system environment and validate expected results versus actual results 12. Maintains the library of documents created by the Project Team concerning SAP system configuration, testing, and training for their process stream
Reporting Consultants (Lead and Team)	<ol style="list-style-type: none"> 1. Working with the SAP Solution Architect has overall responsibility and accountability for the design, build and documentation of TACP Reporting outcomes. 2. Works with the SAP Solution Architect to plan and Design Workshops and Showcases during the Build (Realise) Phase 3. Responsible for the upkeep and expansion where necessary of the agreed RTM (TfNSW_TACP_RFP_Returnable Schedule 3.1.4') (for the Reporting area) 4. Conducts internal reviews at the completion of each phase 5. Facilitates the resolution of escalated issues in a timely manner for all Reporting related items 6. Communicates progress and status to the PMO on a weekly basis 7. For Reporting develops the Test Scripts/plans/data for both UT and SIT working the broader Functional team. 8. Leads Defect/issue resolution for all Testing Phases, for reporting outcomes 9. Maintains the library of documents created by the Project Team for all agreed artefacts for the reporting design and implementation.
Data Consultant	<ol style="list-style-type: none"> 1. Works with the SAP Solution Architect to produce the Data Strategy, Data Model and Data Solution Design for the Project. 2. Works with the TACP Data Architect regarding data standards and data quality

Role	Key Responsibility
	<ol style="list-style-type: none"> 3. Supports the TACP Data Team in planning and managing the Data Ingestion trials during the various Testing phases. 4. Works with the Application and Security teams to endeavour all the required user access security elements are complied with for the Solution. 5. Works with the SAP BTP architect to design the data security outcomes for data management within the platform, e.g., file encryption outcomes 6. Build and test all the Data related layers as designed 7. Working with the Transformation Manager, provides guidance to the TfNSW team in the execution of trial data loads. 8. Works with the Deployment/Cutover team to plan and execute the Cutover activities.
<p>Test Consultants * (Lead and Team)</p> <p>** All SAP SIT/Performance/Regression Testing activities and deliverables will be delivered under the Testing Services SOW</p>	<ol style="list-style-type: none"> 1. Responsible for writing the TACP testing strategy in consultation with the TfNSW lead, and test plans for Unit Testing, SIT and Performance Testing (PT). 2. Responsible for developing the TACP testing standards and tools. 3. Communicates strategy and standards to the teams 4. Supports TfNSW team with setup of proposed test automation tool and integration with Solution Manager to enable execution from Solution Manager 5. Creates automation of selected test cases for regression testing by support teams 6. Prepares test cases for SIT and PT and executes tests 7. Provide input to the TfNSW Test Lead on the UAT plan 8. Provides knowledge transfer to the support team on automated test cases 9. Updates and support of automated test cases within the life cycle of Tranche 1 10. Coordinates the preparation of test scenarios & test cases 11. Monitors and controls test process quality 12. Manages SIT and PT execution, validating test results, defect triage and resolution including reporting and approvals
<p>Technical (BTP) Architect</p>	<ol style="list-style-type: none"> 1. Responsible for working with the TfNSW's Information Technology team and the SAP Platform consultant to provide a suitable environment Landscape has been established and available for use by the Project across the full Project Implementation Lifecycle including the Run Phase. 2. Supported by the Platform Consultant, produces a Landscape Management Plan 3. Works with the SAP Solution Architect, Platform Consultant and Security Consultant to develop the project's application Security Design. 4. Support the Project Performance Testing. 5. Play a key role in leading the Technical Deployment planning and developing a technical Run sheet for moving changes through the landscape, supported by the platform consultant.

Role	Key Responsibility
	<ol style="list-style-type: none"> 6. Provide standards for development activities with the Business Technology Platform 7. Review and approve any technical application extensions. 8. Support the SAP Solution Architect and SAP Data Consultant in the technical elements of connectivity and flow of data through the SAP TACP landscape. 9. Collaborate and advise key SAP's Project Leads and TACPs Leads on Technical matters relating to BTP, supported by the Platform consultant. 10. In conjunction with the platform consultant, provides technical BTP support to the SAP implementation team.
<p>BTP Developers (Integration, Application Development)</p>	<ol style="list-style-type: none"> 1. Responsible for working with the TACP Information Technology team and the SAP Platform consultants to ensure a suitable environment Landscape has been established and available for use by the Project 2. Provides design, development, and unit testing of all integration and BTP development required during detailed design. 3. Works closely with the SAP Data Consultant and the TACP Data Architect to design and deliver the appropriate Integration/connectivity is in place for all Data Ingestion. 4. Assist in the development and execution of Unit testing for all BTP integration and development items. Provides support and defect resolution to the SAP Testing team in the Test Planning, Script development and execution of SIT and performance testing. Provides defect resolution and guidance to the TfNSW Test team for User Testing. 5. Supports the Solution Architect and Data Consultant in all matters relating to Data and the Data Load processes through BTP. 6. Establishes and documents the integration patterns to be used for TACP (Integration Strategy) 7. Designs the solution for all Integration flows and end points (Internal and External) during the design phase. 8. Prepares and / or reviews the Detailed Design for all integration outcomes. Integration design for individual flows will be included in SAP's Solution Design Document. 9. Contributes to the Landscape Management Plan working with the SAP Solution Architect and Platform Consultant. 10. Works closely with the SAP Data Consultant, Platform Consultant and the TACP Data Architect to provide the appropriate Integration/connectivity is in place for all Data Ingestion. 11. Aligns the documented Project Security elements and provides the Integration Design meets the Project's and TACP's Security Design, e.g., file encryption outcomes. 12. Provides input to the BTP architect in the Technical Deployment planning and development of a run sheet, working with the SAP Project Manager. 13. Documents the design and build of any BTP development items. 14. Supports the SAP Solution Architect and SAP Data Consultant in technical elements of the data load processes.

Role	Key Responsibility
	<ol style="list-style-type: none"> 15. Collaborate and advise key SAP's Project Leads and TACPs Leads on Integration matters. 16. Working with the TfNSW technical support team, is responsible for the holistic landscape connectivity for the integration flows, where required. 17. Provides technical platform support to the SAP implementation team for integration specific outcomes
Access and User Security Consultant	<ol style="list-style-type: none"> 1. Responsible for the establishment of all Standard SAP application Security features within the TACP landscape. 2. Working with the platform consultant and the TACP application security team, is responsible for the Design and establishment/implementation all project application security elements including but not limited to IAS, Single Sign-on Config, integration with TACP's Active Directory across the Production and non-Production landscapes, user profiles and process for BAU user provisioning and Role Management. 3. Working with application teams and the TACP Security lead and team to implement application role design 4. Working with the TACP Data Architect and the SAP Data consultants to provide Data access security and roles are designed and implemented in line with the agreed Project Scope (TfNSW_TACP_RFP_Returnable Schedule 3.1.4' (RTM) 5. Responsible for the design and implementation of Authorizations and User Management in consultation with TACP team 6. Co-ordinate with the Platform consultant and BTP architect on application security topics 7. Resolution of any agreed defects relating to user access authorisations identified in testing phases
SAP UX Consultants (Lead and Team)	<ol style="list-style-type: none"> 1. Designs the TACP Portal for Tranche 1 outcomes, including any TACP specific tiles, working with the TACP project team representatives and SAP Solution Architect 2. Designs any custom apps required to meet TACP requirements in Tranche 1 3. Establishment and configuration of Launchpad, including any customisation required for the components in scope to deliver the TACP outcomes 4. Provide UI development support to the project 5. Document any configuration or enhancements undertaken 6. Provide input to the high-level design for Tranche 2 7. Provide support to test and deploy phases 8. Provides hypercare support for any user Experience components (launchpad or portal)
Platform Consultant	<ol style="list-style-type: none"> 1. Working with the BTP Architect, the Platform Consultant supports the delivery of the overall technical architecture and technical ("Basis") design for the components in scope for TfNSW.

Role	Key Responsibility
	<ol style="list-style-type: none"> 2. Working with the TfNSW technical support team, is responsible for the SAP side of holistic landscape connectivity 3. Working with the BTP architect and TACP Technical architect, establishes connectivity for the four (4) tiers of the landscape, as required 4. Working with the BTP architect, application Security Lead and TfNSW technical team, designs, documents and establishes SSO (Single Sign on) for the SAP TACP landscape, including technical connectivity to the TfNSW AD. 5. Documents the platform architecture and technical design 6. Provides platform support to the SAP project team, as required. 7. Supports the technical cut over of the solution developed by the SAP TACP Project team
Product Document Developers	<ol style="list-style-type: none"> 1. Works with the TfNSW Training Consultant to align on the design for the format and mode for delivery SAP product documentation 2. Updates the product documentation for the TACP SAP Solution to provide to TfNSW to use as a foundation for their end user training. 3. Enhances documentation into 'Tutorial' type content and structure so TfNSW SMEs can align this to specific roles and personas for training delivery. 4. Support the TfNSW SMEs in understanding the content, with input from SAP functional consultants.

Table 15 - SAP Roles – Wave 1

SAP Team Roles Wave 2

Role	Key Responsibility
SAP Project Manager	<ol style="list-style-type: none"> 1. Receive handover from Wave 1 Project Manager 2. Oversee SAP team activities: <ol style="list-style-type: none"> a. Assisting in coordination, participation, and availability of SAP project resources b. Providing key stakeholder coordination assistance c. Monitoring and maintaining SAP project activities d. Preparing and participating in weekly project status meetings, risk, and issues meetings 3. Providing issues escalation path and resolution 4. Assisting in managing communications to key stakeholders and key activity sign-off coordination 5. Monitoring for potential issues and risks so they are identified and promptly addressed 6. Close the SAP Services project upon end date of Consulting Services Term, by: 7. Overseeing the final Transition to the nominated Support (BAU) teams
SAP Solution Architect	<ol style="list-style-type: none"> 1. Support Wave 2 deployments through activities including: <ol style="list-style-type: none"> a. Provide guidance as required to TfNSW onboarding team on TACP topics b. Provide guidance as required to SAP support team on in TACP topics c. Provide guidance as required for TfNSW support team in TACP activities 2. Support Project Manager providing updates on activities, issues, and risks in wave 2 onboarding 3. Oversee and guide the assessment of any change requests raised for changes to ADX during the Wave 2 deployments 4. Provide periodic updates to project management team and steering committee regarding risks, challenges, and mitigation plans. 5. Collaborate and advise key SAP's Wave 2 team and TfNSW Leads on Solution matters arising in the Wave 2 onboarding 6. As appropriate, attend TfNSW Architecture governance forums where relevant to the TACP
Business Transformation Lead	<ol style="list-style-type: none"> 1. Supports the data load trials of Asset Partner data sources pending their scheduled onboarding to TACP to support business and data readiness. 2. Supports the engagement with Asset Partners to provide an environment where successful business outcomes can be understood and achieved. <ul style="list-style-type: none"> • Validates the assessment of readiness by TfNSW change management for Asset Partners on-boarding to TACP

Role	Key Responsibility
	<ul style="list-style-type: none"> a. Supports the overall governance of the TACP project and other communication and engagement with senior TfNSW stakeholders as this relates to the project and its benefits. b. Supports the transition from Wave 1 project focus to the handover to SAP support team for Wave 2 and beyond. 3. Provides advice on best practice methodology and practical experience for managing resistance to change and business impacts relating to cloud-based solutions such as TACP.
Data Lead (Architect)	<ul style="list-style-type: none"> 1. Support Wave 2 deployments through activities including: <ul style="list-style-type: none"> a. Provide guidance as required to TfNSW onboarding team on MDO topics b. Provide guidance as required to SAP support team on in MDO topics c. Provide guidance as required for TfNSW support team in MDO topics 2. Support Project Manager providing updates on activities, issues, and risks in wave 2 onboarding relating to Data / MDO topics 3. Support the assessment of any change requests raised for changes to ADX during the Wave 2 deployments 4. Support the provision of periodic updates to project management team and steering committee regarding risks, challenges, and mitigation plans. 5. Collaborate and advise key SAP Wave 2 team and TfNSW Leads on Solution matters specific to Data MDO arising in the Wave 2 onboarding

Table 16 - SAP Team Roles - Wave 2

TfNSW Team Roles

TfNSW Role	Key Responsibility
Executive Sponsor	<ul style="list-style-type: none"> 1. TfNSW Project Sponsor acts as a vocal and visible champion, legitimises the project's goals and objectives, keeps abreast of major project activities, and is a decision-maker for the project, chairs the steering committee 2. Provides both strategic and tactical direction, makes timely decisions, sets priorities, defines expectations and success indicators 3. Manages project direction 4. Verifies executive senior management's expectations are fulfilled 5. Ultimately approves high level project plans and strategies, implementation approach, project scope, milestones, change requests, and major deliverables 6. Verifies project funding, and allocates project resources required for success 7. Resolves strategic and select tactical issues and conflicts 8. Prioritises project goals with other ongoing projects 9. Creates the environment and provides direction for cultural changes

TfNSW Role	Key Responsibility
	<ol style="list-style-type: none"> 10. Responsible for overall success of the Project 11. Monitors change management process within teams and assists in driving and managing change through the organisation 12. Communicates with other senior TfNSW stakeholders as required
Steering Committee members	<ol style="list-style-type: none"> 1. Assist in securing funding, and approves Project budget 2. Commits the required resources to the Project and becomes their highest level of escalation 3. Communicates corporate vision and goals, and make institutional policy decisions as required, acts as liaison to executive groups 4. Provides timely decisions in support of Project Manager to accomplish the Project goals 5. Helps maintain the focus of the Project by maintaining consistent objectives 6. Sets business priorities and approves scope, implementation, and rollout plans 7. Provides the Project team with direction and empowers the Project team to make decisions 8. Monitors the progress and the organisational impacts of the Project 9. Resolves escalated issues in accordance with the Project issue management standards 10. Promotes standardisation and leverage of key enterprise processes across the organisation 11. Provides executive support for testing, training, and implementation planning and support
Project Manager	<ol style="list-style-type: none"> 1. Manages Project direction to ensure that Senior Management Executives' expectations are fulfilled 2. Coordinates with Project Managers and team leads 3. Reports Project status to Steering Committee 4. Ensures timely issue resolution and appropriate issue escalation 5. Ensures alignment of IT direction and business objectives in the design and configuration of the integrated systems 6. Ensures Project milestones are achieved 7. Ensures appropriate priorities are assigned to critical Project tasks 8. Makes final Project planning decisions 9. Monitors Project costs to ensure budget adherence 10. Monitors Change management process within teams 11. Develops Project Plan and schedules 12. Manages the overall implementation Project 13. Obtains necessary internal resources 14. Coordinates efforts with other projects 15. Works with TACP PMO

TfNSW Role	Key Responsibility
Solution Architect	<ol style="list-style-type: none"> 1. Leads and oversees the implementation services in areas such as strategy, architecture for the end-to-end solution, solution design documentation, requirements trace matrix, data architecture and process standardization. 2. In partnership with the Data Consultants and other Project Leads provides key TfNSW inputs required to complete all the Prepare and Explore design deliverables for Solution and Data design. 3. Coordinates with the various TfNSW business units and business partners the solution activities in line with the Project Plan. 4. Works with the Test Managers and actively contributes to the development of the TfNSW Test Strategies, and Plan. 5. Actively partakes in the Testing of the SAP TACP solution. 6. Ensures timely issue resolution and appropriate issue escalation with respect to the Solution issues encountered during the project 7. Coordinates with TfNSW groups and external parties, as required on Solution related topics 8. Resolves issues in relation to Solution architecture and liaising with any 3rd party systems / parties. 9. Works with the relevant project Security consultants to ensure that all NSW Government and TfNSW security and regulatory requirements are understood and met or highlighted as a non-compliance (if any exist to be raised as Project issues). 10. Reports progress to the Project Managers and to other TfNSW authorities for all Solution matters. 11. Actively contributes to development of the Deployment and Cutover planning and the Deployment activities. 12. Provides access to technical specialists from the broader TfNSW team as required, for example networking team, technical integration representatives as required to present technical requirements to the TACP project 13. Work with SAP Performance testing consultants to review results and determine defect resolution, as required. 14. Work with SAP test automation consultants to identify the key test scenarios for automation to be used for future regression testing.
Data Architect	<ol style="list-style-type: none"> 1. Works with the SAP Architects and Leads to design the overall technical architecture and architecture processes of the new SAP solution, including but not limited to interfaces, data mapping, 2. In partnership with the SAP Data Consultants provides key TfNSW inputs required to complete all the Prepare and Explore Data deliverables. 3. Develops a plan and design for the standardisation, harmonisation, governance, and preparation of data across the TfNSW organisation 4. Coordinates with the various TfNSW business units and business partners the data activities in line with the Project Plan 5. Actively leads and partakes in the Testing of the SAP TACP solution with a focus on Data.

TfNSW Role	Key Responsibility
	<ol style="list-style-type: none"> 6. Ensures timely issue resolution and appropriate issue escalation with respect to Master Data and Data Issues encountered during the project 7. Coordinates with TfNSW groups and external parties, as required on data related topics 8. Resolves issues in relation to data architecture and liaising with any 3rd party systems / parties. 9. Works with the relevant project Security consultants to ensure that all NSW Government and TfNSW data security and regulatory requirements are understood and met or highlighted as a non-compliance (if any exist to be raised as Project issues). 10. Manages authority for interfaces 11. Reports progress to the Project Manager and to other TfNSW authorities for all data matters. 12. Works with the Project team to define data requirements required for TfNSW reporting outcomes. 13. Works with the TfNSW and SAP Deployment team to develop a deployment and cutover plan for the project.
Organisational Change Management and Deployment Manager	<ol style="list-style-type: none"> 1. Enables senior TfNSW and Asset Partner leaders to understand and fulfil their roles and responsibilities relative to the requirements of the TACP project and its value drivers. 2. Develops strategies for anticipating and managing any resistance to the implementation amongst TfNSW and Asset Partner stakeholders and implementing these strategies. 3. Develops a comprehensive plan for implementing each stage of the change process. 4. Creates a plan for communicating vision of the implementation and a change plan that will make that vision happen. SAP will assist in planning how management should deal with communicating the change and develop methods to track their success. 5. Provides key executives and managers with on-the-job development, ongoing change management training, and coaching to help them understand and utilise change management processes and interventions. 6. Reports status of the Change Management and Training activities and milestones to Project Manager and to Executive Steering Committee. 7. Works with the SAP Transformation Lead to develop onboarding plans and engagement activities to achieve desired success in the desired timelines.
Training Consultant	<ol style="list-style-type: none"> 1. Work with SAPs Functional Consultants and Training Specialist to review product documentation. 2. Convert product documentation into standard training material sufficient for delivery to end users, based on roles / personas with support from SAPs Business Transformation Lead. 3. Identify end users to be trained in the new TACP solution – both Asset Partners and internal TfNSW users.

TfNSW Role	Key Responsibility
	<ol style="list-style-type: none"> 4. Create training schedule and liaise with stakeholders to secure acceptance, with support from SAPs Business Transformation Lead. 5. Decide on training delivery strategy (classroom based, online). 6. Deliver end user training
Communications Consultant	<ol style="list-style-type: none"> 1. Provide communications input to the overall Change Management strategy, based on existing TfNSW protocols, frameworks, and delivery mechanisms (intranet site, weekly standup meetings, newsletters, executive emails). 2. Works with TfNSW Organizational Change Manager and SAP's Business Transformation Lead to design, compile and deliver necessary communications to internal and external stakeholders. 3. Provide a forum for question and answers (FAQ's), and general communications between end users and project team, with input and support from TfNSW Business Analysts. 4. Work with TfNSW executives to design and deliver communications to key stakeholders, particularly external in nature. 5. Support the Project Management and PMO to deliver communications to Steering Committees and interested stakeholders in relation to TACP project progress.
Business Process Leads (SMEs)	<ol style="list-style-type: none"> 1. Provides in-depth knowledge on business processes 2. Articulates essential business requirements that must be satisfied in the SAP Cloud Service in accordance with the Requirements Trace matrix 3. Prepares content for design workshops and presents the content 4. Provides answers to the questions about the business from team members 5. Acts as the Lead conduit between TfNSW (including Asset Stewards, Asset Partners) and the Project. 6. Ensures timely issue resolution and appropriate issue escalation 7. Helps articulate and detail business requirements based on the TfNSW_TACP_RFP_Returnable Schedule 3.1.4' (RTM) and input from workshops, interviews, etc. 8. Identifies existing business processes and pertinent master data 9. Ensures that the design fits the agreed requirements in scope 10. Assists in resolving business and system integration issues 11. Validates and tests business processes in the SAP TACP Solution 12. Works closely with application teams to facilitate Project progress and to ensure integration of the processes and solutions 13. Serves as the communication focal point for the user community 14. Makes decisions within the sphere of their process domain, and actively works on issue resolution 15. Works with Project team to leverage SAP leading practices and standard developed scenarios. 16. Acts as liaison between the business and Project team members 17. Reviews Deliverables and provides feedback toward final sign-off

TfNSW Role	Key Responsibility
	<ol style="list-style-type: none"> 18. Assists in the development of business process procedures and end-user training materials 19. Executes the integration and user testing activities 20. Assists in data preparation as required 21. Validates the development of test cases and test scenarios 22. Reports status to the TACP Project Manager. Tracks and resolves issues.
Test Manager	<ol style="list-style-type: none"> 1. Responsible for managing all non-SAP testing in all phases 2. Responsible for planning and managing User Testing 3. Secure availability of nominated end users for any testing phases 4. Ensure all application Security and data role requirements are captures in the Test scripts and Tested 5. Responsible for developing the testing strategy and Project testing plans for all TACP testing and informing the Project team. 6. Responsible for developing the testing standards and tools to be used in collaboration with SAP Test Manager. 7. Communicates strategy and standards to the teams 8. Defines defect management process and aligns resources during test execution 9. Coordinates the TACP preparation of test plans and testing scenarios 10. Monitors and validates test results 11. Publishes test statistics 12. Obtains final user acceptance and sign-off of test results 13. Monitors and controls test process quality and results 14. Coordinates and administers of all non-SAP test activities 15. Works with the SAP test Manager in the development and execution of non-functional tests (e.g., performance) 16. Facilitates defect management and error handling
Training Lead	<ol style="list-style-type: none"> 1. Provides guidance in development of Training material 2. Develops End User Training documentation in conjunction with SAP Training Specialist. 3. Delivers end user training as needed to both TfNSW and Data Agents as needed for a successful outcome utilising the TACP platform. 4. Contributes to the development of the Deployment and Cutover activities in the Training area.
UX Lead	<ol style="list-style-type: none"> 1. Working with the SAP UX lead, defines the outcomes required for all UX design elements 2. Reviews the documented design and the showcased build of all TACP UX elements 3. Provides input to the UX design for any accessibility requirements to be incorporated into the UX design 4. Provides input to the UX design by representing any TfNSW UX standards to be followed by the TACP project

TfNSW Role	Key Responsibility
	<ol style="list-style-type: none"> 5. Supports the classification of any UX defects encountered in testing activities, as required 6. Supports the Training lead for any enablement required of end users in the UX outcomes provided by the TACP project
Access and Security Consultant	<ol style="list-style-type: none"> 1. Overall accountable and responsible for the design and establishment of all Security features for the solution within the TACP landscape. 2. Responsible to ensure the project meets all the application Security, including data access requirements as defined in the TfNSW_TACP_RFP_Returnable Schedule 3.1.4' (RTM). 3. In conjunction with the SAP Security lead and SAP Platform consultant is responsible for the Design and establishment/implementation all project security elements including but not limited to IAS, Single Sign-on Config, TACP's Active Directory configuration with BTP across the Prod and non-Prod landscapes, BAU user provisioning Role Mgmt. 4. Responsible for guiding the design and implementation of Authorizations and User Management by the SAP TACP team 5. Co-ordinate with the team on security topics and the broader TfNSW business community. 6. Ownership and resolution of any issues related to security, roles and authorisations issues with the relevant SAP and non-SAP teams.

Table 17 - TfNSW Roles Required

7.2 RACI

The following table (Responsibility Matrix) outlines the key activities by phase and associated Customer or SAP responsibilities.

SAP and Customer agree the following responsibility matrix of activities per phase.

- Responsible (R): Charged with performing the activities. A mutually agreed Program plan may define further details at the work unit level.
- Accountable (A): Assumed to be same as Responsible. Hence, Accountable (A) does not appear for the activities below.
- Consulted (C): Provides input on how to perform the activity and supports the execution of the activity.
- Informed (I): Provided with information.

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the estimated schedule and/or a Change Request for additional SAP resources, an increase in fees and/or a change in the schedule

Tranche 1 RACI

The proposed RACI for the TACP Tranche 1 implementation Program is described in the table below. RACI for Managed Testing follows this table

Activity	SAP	Customer
Prepare Phase		
Carry out preparatory steps as needed to perform the Services.	R	R
Prerequisites checks	R	R
Prepare SAP's schedule.	R	I
Prepare Customer's overall Program schedule.	C	R
Prepare a recommended Program structure including key roles and templates.	R	C
Prepare Requirements Traceability Matrix based in accordance with <i>TACP RFP Returnable Schedule 3.1.4 SAP Response Excel</i>	R	C
Prepare Program Management Plan.	R	C
Establish Program PMO	C	R
Accept Program Management Plan as suitable to enter Explore Phase	C	R
Prepare Data Strategy (ingestion (ADX) Data Model Including Standards)	R	C
Prepare content for Kick-off Workshop	R	C
Schedule and facilitate Kick-off Workshop	R	R
SAP Cloud systems provisioned and connected	R	C
Provision BTP Object stores for enabling file uploads to TACP	R	CR
Agree and engage two (2) Asset Providers/Partners for Wave 1	I	R
Appoint and make available to commence TfNSW program roles	I	R

Activity	SAP	Customer
Prepare Landscape Management Plan	R	I
Prepare Design Workshop Schedule	R	I
Prepare Design Workshops (content)	R	I
Prepare and confirm SMEs and attendees at Design workshops	C	R
Explore Phase	SAP	Customer
Provide Reporting Requirements as input into SAP Solution Design (all requirements to be provided by week four (4) of Explore Phase)	C	R
Provide ADX Data for all Realise Phase (including but not limited to Build and Unit Testing, SIT Testing, UAT Testing and general Trial loads). To be provided by the commencement of the Realise Phase	I	R
Run Collaborative Solution Design Workshops	R	I
Manage all TfNSW communications internal and external to Program Team	I	R
Prepare Detailed Data Design and plan (include Change Control parameters for ADX structure changes)	R	C
Agree Data Model Structures (ADX) including Change Control process for Data ADX structure changes	C	R
Prepare Solution Design Document	R	C
Agree Solution Design Document in readiness to enter Realise Phase	C	R
Prepare Security Role Design	R	C
Develop Sprint/Build Plan for Realise Phase	R	I
Prepare Initial draft of Test Scenarios and Cases for UAT and inform SAP	I	R
Update Requirements Trace Matrix as per TACP RFP Returnable Schedule 3.1.4 Excel	R	I
Prepare Data Model Design	R	C
Realise Phase		
Undertake system Configuration and Build as agreed in the Explore Phase for the Solution	R	I
Prepare sufficient Test Data for all Realise Phase activities, including but not limited to Build and Unit Test, SIT, UAT, Performance Test and Trial ADX loads	I	R
Finalise UAT Test Scenarios, Scripts and Test Data in readiness for UAT	I	R
Schedule and Execute Solution Showcases as agreed in Explore phase	R	I
Perform Build, Unit Testing and Prepare Unit Test Summary report	R	I
Update Requirements Trace Matrix as per TACP RFP Returnable Schedule 3.1.4 Excel	R	I
Provide Solution Knowledge Transfer to enable UAT Execution to key Customer Program Testing resources.	R	C
Develop Technical Cutover Plan/Runsheets in readiness for Deployment Phase	R	I
Develop Deployment Plan including but limited to Organizational Change Management, Enablement, Data Loads, Program internal and broader TfNSW Communication	I	R
Scope and plan Asset Partner onboarding activities including configuration, technical & user provisioning tasks, to be referenced during wave 2 deployments	R	C
Prepare High Level Design for Tranche 2	R	C

Activity	SAP	Customer
Ensure all test artefacts provided by SAP Managed Testing team cover end-to end processes, including MDO	R	C
Develop Transition to Support Plan	R	I
Produce Product User Guides	R	I
Provide Train the Trainer enablement of selected TfNSW SMEs	R	I
Prepare End User Training Material and Content	C	R
Deliver End User Training	I	R
Security Assurance	R	C
Deploy Phase		
Provide Go/No Go decisions for Deployment	I	R
Execute Technical Cutover and Deployment	R	C
Execute Program Deployment.	C	R
Provide and deliver end user enablement and content	I	R
Provide guidance and advisory on onboarding scheduling, management & readiness	R	C
Perform PVT and prepare PVT Test Summary Report	I	R
Support PVT providing Defect Resolution	R	I
Production Support Readiness Plan	R	C
Run Phase (Hypercare & Wave 2 Deployments)		
Provide Hypercare Support	R	I
Conduct Transition to Support	R	I
Perform all Run Phase Data Loads	R	R
Prepare Closure Report	R	I
Provide ongoing Business Enablement and Level 1 Support	I	R
Handover Automated Test Scripts for Regression Testing	R	I

Table 18: Proposed RACI for TACP Wave 1

Managed Testing RACI

Services	SAP	Customer	Remarks
Test Management & Execution			
Test Management			
Test Planning			
Creation of Test strategy/approach document	R	C	
Propose related update of testing service plan	R	C	
Alignment with Customer's test strategy / approach	R	C	
Create Test Plan	R	C	
Review Test Plan	C	R	
Align planning of tests with TACP deployments	C	R	Includes alignment with TfNSW projects outside SAP engagement
Test Preparation			
Provide detailed plan for test management execution	R	C	
Provide Test Scenarios with variants	R	C	SAP Program team responsible for providing the SAP Managed Testing team with these artefacts
Test Case Creation	R	C	
Provide a test system with appropriate test data	CR	CR	Test system and production-like data will be provisioned by TfNSW. Manufactured data will be provided by the SAP Program team to ensure all required test scenarios have data coverage
Test Execution			
Execute unit testing before handover of new developments to test management	R	I	SAP Program team responsible
Execute configuration testing before handover of new/adjusted business configuration to test management, document test procedure and results	R	I	SAP Program Team will be responsible
Perform manual tests based on defined test cases and report issues and defects	R	I	
Execute automated test scripts and report issues and defects	R	I	
Provide defect Management	RI	I	SAP Program team to be responsible for defect resolution
Re-test, as required for resolved defects only	R	I	
Knowledge transfer to SAP AMS Support team on test automation	R	I	
Support to SAP AMS Support team on automated test cases during the contract term	R	I	
Test Library Maintenance			

Services		SAP	Customer	Remarks
	Perform maintenance on manual test cases	R	I	SAP AMS Support team to take over the maintenance post the go-live for Tranche 1
Test Management Platform				
	Procuring the test tool licenses	I	RA	TfNSW will be responsible to procure the ECT/TTA licenses and Managed Testing team will support with installation of tool.
	Provide Test Management Tool as a system for record of testing	I	R	
	Verification of correct functionality of Test Management Tool	R	I	
	Test Management Tool Configuration and maintenance during test cycle	R	I	
Performance Testing				
	Performance Test Strategy	R	C	
	Test tool setup	R	A	
	Automated scripts creation with load testing tool	R	C	
	Smoke tests	R	C	
	Test Data Preparation	R	C	
	Monitoring & Analysis	RC	I	Monitoring from load testing tool will be SAP Managed Testing team, SAP back-end monitoring & analysis to be done by the Program Team
	Scenario Execution	R	C	
	System tuning	RC	I	SAP Program team to apply improvements
	Reporting and wrap-up	R	I	

Table 19 - Proposed RACI for TACP Managed Testing Wave 1

Tranche 2 RACI

Input into Tranche 2 Explore phase is the Tranche 1 Solution Design prepared during T1 Explore Phase and the T2 High Level Design prepared during T1 Realise Phase.

Activity	SAP	Customer
Explore Phase		
Provide T2 Reporting Requirements as input into SAP Solution Design (all requirements to be provided week 4 of Explore Phase)	C	R
Provide T2 ADX Data for all Realise Phase (including but not limited to Build and Unit Testing, SIT Testing, UAT Testing and general Trial loads)	I	R
Run Collaborative Solution Design Workshops	R	I
Manage all TfNSW communications internal and external to Program Team	I	R
Agree T2 Data Model Structures (ADX) and Detailed Design Plan including Change Control process for Data ADX structure changes	C	R
Prepare T2 Security Role Design	R	C
Prepare Initial draft of T2 Test Scenarios and Cases for SIT	R	C
Update Requirements Trace Matrix as per TACP RFP Returnable Schedule 3.1.4 Excel incorporating T2	R	I
Updated T1 Solution Design documents to incorporate T2 Detailed Design including data model.	R	C

Table 20 - Proposed RACI for TACP Wave 2

7.3 TfNSW responsibilities

The responsibilities within the RACI are elaborated as follows:

- Key TfNSW Roles and stakeholders as defined in this Statement of Work will be made available when required and will have the authority to make timely decisions.
- TfNSW will resource a full-time Program team where necessary, as identified in this Statement of Work. The TACP team will be suitably skilled with relevant experience to undertake their roles.
- TfNSW are to provide all PMO resources for the Program, SAP will not provide any PMO resources.
- TfNSW will be responsible for all communication and engagement to the broader TfNSW user community/agencies beyond the Program team.
- TfNSW and SAP are fully committed to meeting the agreed timeline as per SAP response and Timelines included in this Plan. Both Parties will provide empowered and key resources in line with this Plan to participate and undertake in their respective activities and Service Deliverables. Any variations to the timeline will be managed via the Change Request process.
- TfNSW and SAP will jointly work towards achieving the timelines for Wave 1 for only two agreed agencies/asset Partners that are to be agreed during the Prepare Phase of the Program.
- TfNSW_TACP_RFP_Returnable Schedule 3.1.4' will form the basis of the Requirements Trace Matrix for the Program, this will be further expanded during the Prepare, Explore and Realize Phases of the Program.
- TfNSW and SAP will manage adherence to the agreed scope (TfNSW_TACP_RFP_Returnable Schedule 3.1.4'(RTM). Any new requirements will be managed via the Change Request process.
- TfNSW are accountable and responsible for all Organizational Change Management (including but not limited to communications, training, deployment) activities.
- TfNSW are responsible to provide Data in the required format for trial ingestion. This is to be available from the Prepare Phase (for initial review and input into Design) of the Program.
- TfNSW are responsible for all UAT (testing) related activities including but not limited to preparing of data, testing execution, Defect Management, Testing Planning and Strategy.
- TfNSW will provide the test management software for use through-out the TACP Program.
- TfNSW is accountable for OCM so limited SAP resources are assigned to this activity, with support being provided as part of the Transformation Lead role. Additional SAP OCM advisory expertise can be provided to TfNSW if desired, outside of this RFP response.
- TfNSW will also be accountable for resourcing and managing the PMO. SAP Program resources will align to the TfNSW PMO, and other governance frameworks as needed.
- Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule. Ensure that key users are available for all workshops and activities as needed.
- Minimize the change in personnel throughout the duration of the Service.
- Manage TfNSW's third-party service providers.

- Organisational change management activities, training and knowledge transition activities which include, but are not limited to the following: communication plan, organisational transition plan, coordination with remote sites, and Program communication to the company.
- Provide SAP (and Customer team members) with adequate workspaces as necessary for the duration of the Services. Necessary identification material (badges, passes, cards, etc.) need to be provided. The project facilities rooms should include - if needed – Printers, scanners, copiers, file storage and miscellaneous office supplies. Sufficient temporary desks, or “hot desks”, must be made available to enable each onsite SAP team member to have a desk. SAP team members shall have necessary access to the workspaces, buildings, and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP access during these times may reduce SAP’s ability to maintain the proposed schedule. Workspaces of the SAP resources must be physically separated from the workspaces of TfNSW team members. However, none of the SAP resources shall have keys for these workspaces
- Be fully responsible for technology infrastructure that is On Premise or hosted by TfNSW or a third party. This includes but is not limited to any infrastructure, network and system administration, security, periodic backup and restore activities as required, and server and storage hardware. These systems shall be available throughout the Service according to the Program schedule.
- Ensure that a consistent, stable, and fast remote support connection/service connection is available between SAP and TfNSW at the required times.
- Provide SAP with the necessary authorizations for onsite and remote access to Customer’s systems.
- Allow the use of SAP laptops and mobile devices on Customer’s network to SAP’s network via SAP’s Virtual Private Network (VPN) protocols; otherwise, Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
- Provide technical advice regarding any third-party systems to which the team will have access.
- Ensure Customer compliance with any relevant governmental and regulatory requirements.
- TfNSW will need to provide support to the establishment of the TACP platform as required where the activities have an impact external to the TACP platform, e.g., network ports, whitelisting of IP addresses, connectivity to AD for authentication
- TfNSW will provide all the ADX sample data required during the program Prepare/Explore and Realise phases

8. OTHER ASSUMPTIONS

8.1 Data Model Assumptions

- ADX M1.A will have classification-based attributes
- Data Quality rules will consistently operate on published versions, noting more than one published version may be operational at one time.
- The only data transformations will be automated – no changes will be made to the received data from the Asset Partners
- The data provided may be appended with additional attributes to suit various reporting needs of TACP, but data received will not be changed by the solution.
- Outbound data interfaces to send to new providers is not in scope for Tranche 1
- All assets sent to TACP will need to be associated with a contract
- The schema for ADX will be defined and agreed as early as possible through the design (explore) phase,
- Usage of Equipment, Functional Locations, Systems is considered. This includes establishing complex networks.
- Data Dictionary / meta data - 4 levels of classification is considered with attributes and groups. Managed by MDO
- Provision of sample data will assist with design completion during the Explore Phase, and trial ingestions during the Realise Phase. SAP assumes the ADX/Data Model Design that will be used for the Tranche 1 (Wave 1) go live will be defined & agreed in the Explore phase to enable a baseline build and trial loading by Wave 1 Asset Partners.
- Any changes to the ADX/Data Model, will be assessed and managed through the Program Change Control process. SAP acknowledges that additional versions of the schema will be required for changes in attributes & business rules.
- SAP recognises that one of the key requirements of TACP is to develop a platform that allows the ongoing enhancement/improvement of the Asset Information Standards to facilitate the incremental improvement of asset data. To enable a baseline build and trial data loads for Wave 1 asset candidates a specific ADX version needs to be taken at completion of the Design phase to be used for Wave 1 go-live. Further ADX versions can continue to be defined by TfNSW for implementation following Wave 1 go-live stabilisation within Hypercare.

8.2 General Assumptions

- Under the SaaS model, the Technical and Functional expertise will be provided by SAP, with TfNSW providing specific input relating to roles and requirements specified in this Plan.
- A balance will be struck between sharing resources across Tranche 1 (design and implementation) and Tranche 2 (high-level design), whilst ensuring Tranche 1 resources are focused predominantly on wave 1 timely deliverable.
- All supporting documentation will be developed using personal computers/laptops using Microsoft Office applications (Word, Excel, MS Program, Visio, and PowerPoint) or other mutually agreed documentation tools.

- SAP are responsible for Unit Testing, SIT (including security testing) and Performance testing. SAP will prepare a Test Strategy and governance approach for this testing. Additionally, a Test Plan will be developed, and a Test Summary report prepared for each of these Testing activities at the conclusion of each Testing phase.
- Cloud Operations approval is required before the execution of performance testing in an SAP cloud environment. The SAP Program team will initiate this but may require input and action by TfNSW in this process.
- For Wave 2 only advisory for onboarding of new asset partners has been considered. Any changes to this will be managed through the Change Request process. Support for Wave 2 onboarding is detailed in the SAP AMS SoW.
- Any effort required for the investigation or analysis of any requested Change Requests will be scoped by the SAP Program team
- The SAP team will be a combination of onsite and remote resources.
- SAP will embed best practise security practises into their design and implementation including for the integration of MDO into the TACP SAP solution design.
- SAP will work with the TfNSW security architect to ensure the TfNSW security policies and requirements are complied with within the specification of the non-functional requirements.

9. OUT OF SCOPE

Any items or services not defined as in scope for this Service are deemed out of scope, including, but not limited to the following exclusions:

1. Outputs/deliverables not explicitly stated in SAP's response are out of scope
2. Integration with data historian or IOT devices for asset operational data is not considered.
3. Document integration of any Transport ECM system with BNAC. This is scope for Tranche 2.
4. GIS integration with any Transport GIS System with BNAC. This is scope for Tranche 2
5. Integration through direct connection to the TfNSW ECC environment is not considered in scope.
6. Delivery of training to internal or external End Users by the SAP team
7. Connectivity from SAP Analytics Cloud to third party data warehouses or business applications is not included in the scope.

10. COMMERCIALS

Fixed price: Implementation for Tranche 1 / Design for Tranche 2	

*The Contractor is entitled to issue an invoice to the Customer in respect of the relevant milestone amounts only following Acceptance by the Customer of the relevant deliverables allocated to each milestone in the above table

[Table 21 - Billing Milestone Plan](#)

STATEMENT OF WORK: ATTACHMENT 2

Scope Document for SAP Managed Testing Services for TACP

CONTENTS

1. TACP PROGRAM	106
2. SCOPE OF WORK	107
3. ROLES AND RESPONSIBILITIES	111
4. CUSTOMER RESPONSIBILITIES	113
5. SERVICE LEVELS	114
6. TEST ORGANISATION	115
7. OUT OF SCOPE	116

Document Overview

Reference in this document to Customer is to Transport for NSW (TfNSW). This scope document covers the provision of Managed Testing Services for the TfNSW TACP solution by the SAP team. The SAP proposal for delivery of the TACP solution consists of several Statements of Work and contracting frameworks as shown in the following diagram. All references to “SAP” in this document shall mean the “Contractor” as set out in the Contract.

Statement of Work	SoW inclusions	Contracting Framework
Implementation Services	<ul style="list-style-type: none"> Tranche 1 delivery and Tranche 2 design 	ProcureIT 3.2 Professional Services – Module 7
Testing Services	<ul style="list-style-type: none"> Implementation test planning, preparation & execution for Systems Integration Testing and Performance Testing Preparation of automated regression test scripts for AMS Support 	ProcureIT 3.2 Professional Services – Module 7
Managed Services	<ul style="list-style-type: none"> TACP Service Delivery Management TACP Solution Support SAP Enhanced Product Support MDO Enhanced Product Support (including Solution Support)* 	ProcureIT 3.2 professional services – Module 7 Subscription Contract under Cloud Head Agreement TfNSW to directly contract with third-party

* MDO Enhanced Product Support is not provided by SAP and referenced here for informational purposes only. MDO Enhanced Product Support is subject to TfNSW reaching a separate agreement with a third-party provider where SAP will not be a party to. SAP does not accept any responsibility for TfNSW's selection of engaging such a third-party or any other third-party in connection with the TACP solution delivery nor the provisioning of any services by such third-party.

Table 22 - TACP Commercial Structure

1. TACP PROGRAM

Transport for NSW (TfNSW) carries the responsibility for NSW Government to provide for safe, integrated, and efficient transport systems across the state, and with the focus on citizen experiences, ways of working, new technologies, and more intelligent assets which present both complexity and opportunity to public transport leaders.

NSW Government is currently executing a large transport infrastructure program, with TfNSW playing a leading role and having responsibility for all transportation assets across the state of NSW. With an existing asset base valued at over \$160 billion which is operated and maintained by various parties in a complex and dynamic model, the need for a consolidated view of assets across the cluster has never been more relevant.

While the assets and their maintainers will change as the requirements and outcomes evolve, one constant remains: TfNSW have accountability for these assets.

The Transport Asset Collaboration Platform (TACP) Program aims to achieve the following principles:

- Consolidate 750+ disparate asset registers from contracted Asset Stewards for Operation and Maintenance in one single asset register.
- Aligns with the requirements of the NSW Treasury Asset Management Policy for the NSW Public Sector (TPP 19-07).
 - This includes a core requirement for a fit for purpose asset register containing accurate and comprehensive information on the agency's planned and existing assets.
- Enables and supports the Asset Management Attestation Statement (required annually) by the Transport Secretary as part of the NSW Treasury Asset Management Policy.
- Provides Transport for NSW with a centralised asset register with asset information regarding the operational performance, risk exposure, asset condition, maintenance planning and delivery of Transport cluster owned assets.

The TACP program outcomes will also deliver a high level of business value and enable TfNSW to change the way they engage with the Asset Partners. Asset information will be treated as an asset itself, shifting TfNSW to be an informed procurer of asset management and creating a competitive and service delivery focused asset management market. With the approx. \$40 billion that has been allocated for Transport recurrent and capital expenditure in the 2022-2023 budget including a significant allocation to asset management related expenditure, any program that allows TfNSW to have all the information on hand to make informed decisions when it comes to asset management, will deliver a high amount of value to NSW Government as a whole.

This document describes SAP's approach to deliver Managed Testing Services for TACP

2. SCOPE OF WORK

Managed Testing – High Level scope

SAP has included the following scope items for the management of and provision of Managed Testing outcomes for TACP for the subscription period 1 March 2023 to 29 Feb 2024, including transition, support of test automation, and support with patching of test scripts to the SAP AMS Support team. The contract period includes services and support as described in this document. Use of the Tricentis licence for automated regression testing is not limited to this contract period

The TACP testing elements are:

Unit Testing

Unit testing is done by the SAP Program team and is not part of the Managed Testing scope.

Test Documentation (Optimised Cloud Testing)

SAP Managed Testing Team will provide a test strategy/approach document that includes test methodology, planning, and governance during tranche 1, aligned to SAP best practices

System Integration Testing (Manual Testing)

SAP Managed Testing to support with documenting the test cases for the system integration testing, based on the Customer and the SAP Program team inputs, followed by execution for the defined scope.

Performance Testing

SAP Managed Testing to support with performance testing as per the defined volume and the cycles for end user specific test cases on a non-production environment with the TfNSW owned Performance Test tool, LoadRunner, and infrastructure.

User Acceptance Testing

TfNSW will be responsible for the organisation, management, and execution of User Acceptance Testing. The SAP Program team will support with the provision of test scenarios and cases leveraged in SIT as a basis for this testing cycle, and with defect resolution.

Test Automation

SAP Managed Testing to create automated test scripts for the rapid regression testing during the Wave 2 deployments of Tranche 1, by automating the defined volume with the Customer owned test automation tool. Test automation scripts to be developed following the go live for Wave 1 Tranche 1.

Managed Testing – Detailed Scope & Deliverables

SAP will provide the SAP Test Management & Execution for TACP based on the approximate usage metric volume and detailed scope documented below for the specified Systems and business processes in Section 1.2 “Supported Systems and Business Processes” below.

Service Scope	Metrics	Deliverables
<p>Test Documentation (Optimised Cloud Testing): Test strategy/approach document defining methodology, tools, management of test cycles, cycle entry/exit criteria</p> <p>Test plans and management for SIT, Performance Test, & test automation for Regression Testing</p>		<p>Test Strategy/Approach document</p> <p>Test plans for specified test cycles during Tranche 1</p>
<p>Manual Testing: Test case documentation from unit test case artefacts and knowledge transfer provided by the SAP Program team</p>	Executing 2 SIT cycles required for Wave 1 Tranche 1	<p>SIT test scripts</p> <p>SIT status & defect reporting</p> <p>SIT closure report</p>
<p>Performance Testing: Using the TfNSW installation of Microfocus LoadRunner Simulation of concurrent users (TfNSW owned licenses) to demonstrate how the functions work under the load and from end user locations Trend analysis of system response times Any significant performance bottlenecks will to be analysed and tuned by the SAP Program team</p> <p>Assumptions: Customer to provide the hardware (windows desktop) to install the tool and simulate</p> <p>Out of Scope: Monitoring the resource consumptions for VM/backend systems Analysis and tuning (done by the SAP Program team)</p>	Up to 100 concurrent users	Performance Test report
<p>Test Automation:</p> <ul style="list-style-type: none"> ○ Support TfNSW with the installation/set-up of Tricentis Test Automation tool on the TfNSW environment ○ Automation of SIT test cases (Fiori, Web, SAPGUI) during Tranche 1 Wave 1 Hypercare phase ○ Execution of test automation ○ Knowledge transfer, hand over and support to SAP AMS team <p>Assumptions: Customer will have a valid license for SAP Enterprise Continuous Testing (ECT) by Tricentis via Enterprise Support Customer has HPQC as test management tool</p>		Test automation document

Service Scope	Metrics	Deliverables
<p>TfNSW and SAP Program team to provide repeatable set of test data, to be used in developing the automated testcases</p> <p>Customer to provide a Windows VM running MS SQL (details provided to CTS architecture team) to install Tricentis</p> <p>Customer to provide Admin access/IT support for Tosca server installation on the VM</p> <p>3 remote desktop connections with admin access for installation of the Tricentis desktop tool and install the central toasca server, which manages test data, test configuration</p> <p>Out of Scope:</p> <p>Manual executions and Automation of non-SAP applications MDO steps will be included by the SAP Program team</p> <p>Building scripts for new features from Tranche 2</p> <p>Provision of Hardware VDI/VM for tool setup</p>		
<p><u>BTP Cloud Integration Testing</u></p> <p>SAP to provide automated regression testing of non-standard integration content (i-flows) for each update of SAP Business Technology Platform Cloud Integration (BTP CI), thereby ensuring business continuity for TACP</p> <p>SAP will perform adjustments to each test script due to change of integration flows</p> <p>SAP performs the automated execution of regression test scripts whenever an update of SAP Business Technology Platform Cloud Integration (BTP CI) takes place (minimum: once a month). Managed Testing team will provide knowledge transfer to SAP AMS support team on executing this cloud integration testing following the expiry of the contract term</p> <p>Out of Scope:</p> <p>Development of new integration flows</p> <p>Implementation of changes to integration flows</p>		<p>Test report for each execution cycle</p>

Table 23 - Detailed Scope

Any excess use of any of Managed Testing set forth above will be requested and invoiced in accordance with Section "Additional Managed Testing Usage" below. SAP will provide Customer a monthly report of its usage of Managed Testing.

Supported Systems and Business Processes

For the Managed Testing Services in the Service Scope table above, SAP will support the following SAP modules or business processes:

Technical System	Business Process Coverage
SAP BNAC SAP BTP SAP DataMart SAP Data Warehouse Cloud SAP Analytics Cloud	<ul style="list-style-type: none"> ○ UI/Interfaces/Integration Suite ○ BTP CI (testing integration flows)

Table 24 - System Scope

All other systems/ business scenarios / processes and interfaces are out of scope for Managed Testing. MDO testing services will be owned and managed by SAP Program team

Additional Managed Testing usage

Additional Managed Testing Usage” is any Customer Specific Managed Testing consumed by Customer in excess of the purchased Usage Metric volume and scope (“Additional Managed Testing Usage”). Customer may request Additional Managed Testing Usage (or the SAP Services Team may request such services on Customer’s behalf) through a service request on the SAP Service Request Platform. SAP will inform Customer of the fees that will apply to the requested Additional Managed Testing Usage, and Customer shall confirm the purchase of such service. Any Additional Managed Testing Usage completed by SAP will be invoiced monthly in arrears.

Testing of MDM will be delivered by SAP Program team

Acceptance Criteria of Deliverables

Program quality control and governance requires the formal acceptance of each deliverable. TfNSW and SAP will define and agree the acceptance process during the Prepare Phase. This will be documented in the Program Management Plan based on the following:

- To maintain the Program schedule, it is critical deliverable acceptance occurs in a timely manner.
- Acceptance criteria will be defined for each deliverable and TfNSW commits to not unreasonably delay the acceptance process
- The standard timeframe to provide deliverable acceptance is 5 working days following completion. Consultation will occur with TfNSW during the development of each deliverable to allow review and feedback prior to the deliverable date
- If an approver is not available, a delegate must be assigned by the approver or the Program Leadership Team.
- If TfNSW rejects a deliverable, written notice must be provided of the specific reason for the rejection, and what is proposed for acceptance.
- If an approver has not provided formal acceptance or specific feedback as to why the deliverable cannot be accepted after 5 days, the escalation processes is applied

3. ROLES AND RESPONSIBILITIES

The SAP and Customer roles required for SAP managed testing on the TACP program are summarised below

Legend	
The goal of the Responsibility Matrix is to define the roles and the responsibilities within the service provision.	
R	Responsible person(s) for the provision or execution of the identified service / task.
A	Accountable person(s) for approval of tasks. Signs off on work done by responsible and is ultimately answerable for correct and thorough completion of the service / task. There must be only one accountable specified for each service / task.
C	Consulted person(s). They support in the execution of the identified service and advise, assist, support and participate in the relevant tasks as required; typically, subject matter experts (two-way communication).
I	Informed. Information is provided for those who are kept up to date on progress and / or completion of the service / task (one way communication).

Services	SAP	Customer	Remarks
Test Management & Execution			
Test Management			
Test Planning			
Creation of Test strategy/approach document	R	C	
Propose related update of testing service plan	R	C	
Alignment with Customer's test strategy / approach	R	C	
Create Test Plan	R	C	
Review Test Plan	C	R	
Align planning of tests with TACP deployments	C	R	Includes alignment with TfNSW projects outside SAP engagement
Test Preparation			
Provide detailed plan for test management execution	R	C	
Provide Test Scenarios with variants	R	C	SAP Program team responsible for providing the SAP Managed Testing team with these artefacts
Test Case Creation	R	C	
Provide a test system with appropriate test data	CR	CR	Test system and production-like data will be provisioned by TfNSW. Manufactured data will be provided by the SAP Program team to ensure all required test scenarios have data coverage
Test Execution			
Execute unit testing before handover of new developments to test management	R	I	SAP Program team responsible

Services		SAP	Customer	Remarks
	Execute configuration testing before handover of new/adjusted business configuration to test management, document test procedure and results	R	I	SAP Program Team will be responsible
	Perform manual tests based on defined test cases and report issues and defects	R	I	
	Execute automated test scripts and report issues and defects	R	I	
	Provide defect Management	RI	I	SAP Program team to be responsible for defect resolution
	Re-test, as required for resolved defects only	R	I	
	Knowledge transfer to SAP AMS Support team on test automation	R	I	
	Support to SAP AMS Support team on automated test cases during the contract term	R	I	
Test Library Maintenance				
	Perform maintenance on manual test cases	R	I	SAP AMS Support team to take over the maintenance post the go-live for Tranche 1
Test Management Platform				
	Procuring the test tool licenses	I	RA	TfNSW will be responsible to procure the ECT/TTA licenses and Managed Testing will support with installation of tool.
	Provide Test Management Tool as a system for record of testing	I	R	
	Verification of correct functionality of Test Management Tool	R	I	
	Test Management Tool Configuration and maintenance during test cycle	R	I	
Performance Testing				
	Performance Test Strategy	R	C	
	Test tool setup	R	A	
	Automated scripts creation with load testing tool	R	C	
	Smoke tests	R	C	
	Test Data Preparation	R	C	
	Monitoring & Analysis	RC	I	Monitoring from load testing tool will be SAP Managed Testing, SAP back-end monitoring & analysis to be done by the Program Team
	Scenario Execution	R	C	
	System tuning	RC	I	SAP Program team to apply improvements

Services	SAP	Customer	Remarks
Reporting and wrap-up	R	I	

Table 25 - RACI for Managed Testing Services – TACP scope

Services	SAP	Customer	Remarks
BTP Cloud Integration Testing			
Test Preparation			
Initial kick-off meeting	R	I	
Demo and handover of i-flows with sample input and output messages for regression testing	R	I	SAP Program team responsible
Signoff testing scope	R	I	SAP Program team responsible
Test execution			
Automated scripts creation	R	C	Test scripts created in SAP internal environment
Dry run of automated scripts	R	C	
Test reporting	R	C	
Signoff test report and test automation scripts	R	C	SAP Program team responsible
Test execution following every SCPI update	R	I	
Defect resolution	R	I	SAP Program team responsible
Test reporting after completion every test execution	R	I	
Requests for changes for scope or testcases	RI	R	SAP AMS Support team and TfNSW responsible
Application of changes (test automation script modification)	R	I	

Table 26 - RACI for Managed Testing Services - BTP updates

4. CUSTOMER RESPONSIBILITIES

1. SAP's provision of the Managed Testing service is subject to Customer fulfilling its responsibilities described in Exhibit 1 (Roles and Responsibilities).
2. Customer will provide a key executive sponsor to ensure timely decisions and shared expectations.
3. Customer will provide relevant system access as requested.
4. Customer is responsible for ensuring resources are available with knowledge of the items in the issues-log, as well as to receive any knowledge transfer from SAP.
5. Execution of suggestions and tasks may be delegated to the resources providing services within the managed testing delivery and/or SAP S/4HANA private cloud delivery or to the Customer.

5. SERVICE LEVELS

Service Hours and Service Language

Service Delivery	English: Mon-Fri, 8:00am-6:00pm AEST*
------------------	---------------------------------------

* Excludes SAP observed Australia public holidays i.e., government designated holidays such as New Year's Day.

Managed testing team will work with the Program teams to ensure Program deadlines are met. To that end, the Managed testing team accept there may be occasionally requests to work outside these business days or hours and will endeavour to accommodate these occasional requests with reasonable lead time.

6. TEST ORGANISATION

Role	Responsibility
SAP Test Manager	<ul style="list-style-type: none"> Assess & document the Customer test strategy and align test strategy for the program, as agreed by SAP and customer Responsible for the overall quality of testing and adherence to the Test strategy Defining and implementing test governance, process, test tools etc. Manage delivery of all test activities in line with the program aims & objectives, planning and coordinating test preparation and delivery activities by Test Leads and Testers Obtain sign off for test completion reports where appropriate. Provide agreed progress reports from a testing perspective Ensures overall quality of testing is maintained by SAP and Test Leads Create weekly POAP produced for the testing workstream, aligning with the customer test manager.
SAP Workstream Test Leads (Onsite / Offshore)	<p>Same responsibilities as the Manual Tester role. In addition, the work stream lead will:</p> <ul style="list-style-type: none"> Understand the scope for their workstream area Provide input into the test plan Co-ordinate the test activity within their workstream area and the test lead Be the single point of contact for any queries regarding their workstream area Escalate and risks and issues to the test lead Liaise with the functional consultants for any queries raised by their team Align with the test strategy and test plan
SAP Test Automation Architect	<ul style="list-style-type: none"> Manage and own the preparation and execution of automated testing Create test automation framework Setup and configure test automation tool Plan and prepare the automation regression suite Manage automation testers Ensure adherence to the test strategy and overall project timelines Share test automation Design/Execution report KT Planning for test automation execution & maintenance to Customer and SAP AMS Support team KT delivery to Customer and SAP AMS Support team Test automation deliverables handover to test automation point of contact Support the SAP AMS Support to resolve defects with the test automation throughout the contract period
SAP Automation Tester	<ul style="list-style-type: none"> Write automated test scripts using agreed standards and tools Document scripts to agreed standards Perform maintenance on automated test scripts Execute and schedules automated test runs as required Examine test logs and investigates any faults found during test runs Log issues found in software under test Work closely with other team members to gather automated testing requirements Inform other teams of faults found when required Work with the test manager to discuss the automated testing needs of projects
SAP Manual Tester	<ul style="list-style-type: none"> Analyse requirements from user case documentation and solution workshops Provide input into test plan preparation Prepare test scenarios Prepare test cases for build cycle and system integration testing (core scripts and process variants) Prepare test data requirements Peer review test scripts Execute test scripts Defect tracking, retesting, and assisting in defect resolution Communicate with test lead, test manager, functional consultants and build team

Table 27 - SAP Managed Testing Organisation

7. OUT OF SCOPE

- Execution of unit test cases (done by the SAP Program team)
- Execution of UAT test cases (done by the TfNSW Program team supported by the SAP Program team)
- Defect Resolutions for SIT testing and issues encountered from test automation scripts (done by the SAP Program team)

STATEMENT OF WORK: ATTACHMENT 3

Scope Document for SAP Application Managed Services for TACP

CONTENTS

1.	OVERVIEW.....	118
2.	MANAGED SERVICES SCOPE	119
2.1.	Managed Services – Overview	119
2.2.	Service Delivery Management	121
2.3.	SAP Solution Support	122
3.	SERVICE REQUEST MANAGEMENT	123
3.1.	TACP Service Catalogue	123
3.2.	Other Change Request	123
4.	ROLES AND RESPONSIBILITIES	124
4.1.	RACI.....	124
5.	SAP DELIVERABLES	125
6.	ORGANISATION	126
6.1.	SAP Team.....	126
6.2.	TfNSW Team	128
7.	COMMERCIALS	129
7.1.	Service Effort & Fees	129
7.2.	Minimum Committed Spend	130
8.	INCIDENT SERVICE LEVELS	131
9.	INCIDENT ESCALATION PROCEDURE	131
10.	SYSTEM AVAILABILITY.....	132
11.	ACCESS & CONTROLS.....	133
12.	TRANSITIONING FROM THE TACP PROGRAM	133
13.	TFNSW RESPONSIBILITIES	134
14.	OUT OF SCOPE	135
15.	DEFINITIONS	135
15.1.	Minor Upgrades	135
15.2.	Emergency Change	135

1. OVERVIEW

This Statement of Work (SoW) covers the provision of Application Managed Services (AMS) for the TfNSW TACP solution by SAP Customer Success Services (CSS). The total TACP solution consists of the following Statements of Work and contracting frameworks as shown in the following table.

Statement of Work	SoW inclusions	Contracting Framework
Implementation Services	<ul style="list-style-type: none"> Tranche 1 delivery and Tranche 2 design 	ProcureIT 3.2 Professional Services – Module 7
Testing Services	<ul style="list-style-type: none"> Implementation test planning, preparation & execution for Systems Integration Testing and Performance Testing Preparation of automated regression test scripts for AMS Support 	ProcureIT 3.2 Professional Services – Module 7
Managed Services	<ul style="list-style-type: none"> TACP Service Delivery Management TACP Solution Support SAP Enhanced Product Support MDO Enhanced Product Support (including Solution Support)* 	ProcureIT 3.2 professional services – Module 7 Subscription Contract under Cloud Head Agreement TfNSW to directly contract with third-party*

* MDO Enhanced Product Support is not provided by SAP and referenced here for informational purposes only. MDO Enhanced Product Support is subject to TfNSW reaching a separate agreement with a third-party provider where SAP will not be a party to. SAP does not accept any responsibility for TfNSW's selection of engaging such a third-party or any other third-party in connection with the TACP solution delivery nor the provisioning of any services by such third-party.

Table 28 - TACP Commercial Structure

2. MANAGED SERVICES SCOPE

Referenced in this Statement of Work are the following support services for TACP

Service	Commercial Model	Tranche 1 Wave 1	Tranche 1 Wave 2	BAU
Service Delivery Management	Actual Time & Materials Base + Flex	From Hypercare 1 Aug 2023	Incident Mgt W2 Service requests incl. CRs	[REDACTED]
SAP Solution Support			Incident Resolution W2 Service requests incl. CRs	
SAP Enhanced Product Support (Preferred Success)	Fixed Price (As part of SAP Subscription contract)	From Hypercare 1 Aug 2023	ongoing	[REDACTED]

Table 29: Managed Services Scope

The scope of this Statement of Work includes:

2.1 Managed Services – Overview

The Service Management for the TACP solution end-to-end will be provided by SAP. This includes the following:

- Wave 1 and 2 Solution Support. This includes the MDO Support integrated within the TACP support organisation both operationally, under the management of the SAP Service Delivery Manager (SDM), and technically, through already having their own queue within the SAP ticketing system.
- Wave 1 and 2 Service Management including Incident, Problem, Change, Release, Knowledge and Service Requests.
- Wave 2 deployment Support.
- Ongoing production support beyond wave 2 through the contract term

The key support process design principles in response to TfNSW requirements are:

- SAP will own and manage the AMS covering integration with the various support teams within the SAP TACP Support Model.
- A dedicated SAP Service Delivery Manager (SDM) based in Sydney, managing the SAP TACP Support Model, and as the single point of contact for the SAP TACP system during TfNSW business hours.
- A network of functional and technical support resources within the Assets and Analytics Centres of Expertise for the SAP TACP solution, during TfNSW business hours, supporting the SDM and working to established Support Service Level Agreements (SLAs).
- An escalation procedure leveraging SAP MaxAttention Critical Incident Management to ensure that there is 24/7 support available for critical incidents.

- AMS provides the required Service Management processes, as prescribed Service requests provided through Detailed Design from the Program team.
- A support transition from the Program team commencing early in the Hypercare phase of the initial deployment to allow shadowing and operational knowledge transfer.
- The use of documented Service operating procedures, which include the TACP security processes, with the transition and as a reference for incident and Service request resolution,.
- TfNSW will retain responsibility for the engagement with the TACP users, leveraging the TfNSW 1st Level of helpdesk support.
- Integration with the toolsets used by SAP and TfNSW TACP Support Help Desks.
- Work collaboratively with TfNSW IT support teams where required on incident investigations, technical integrations, and engagement.

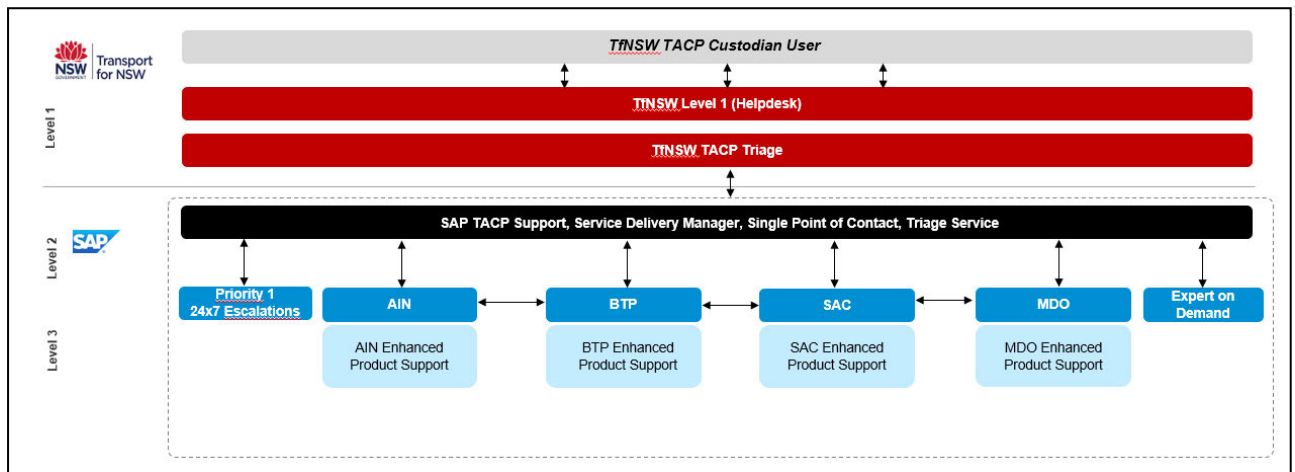


Figure 7: High level TACP support model

2.2 Service Delivery Management

The SDM is the primary local contact point for the SAP TACP Support Model and TfNSW TACP stakeholders for triaging and service reporting of incidents and services requests.

The scope of this role is:

1. Monitor the SAP TACP service desk queue for incident and service requests inbound from the TfNSW level 2 Triage Team and reassignments from support teams within the SAP AMS network.
2. Assess, resolve (where possible), reassign &/or triage incidents in the TACP queue.
3. Ensure incidents are managed within the Service Level Agreements specified in the Incident Service Levels section.
4. Assign and manage services requests based on the TACP Service Catalogue. Refer to the TACP Service Catalogue section for catalogue details.
5. Maintain updates to the Service catalogue as approved by TACP Program Change Control as defined in the TACP Program Management Plan.
6. Engage with the TACP Program Team to arrange the scoping, planning and delivery of approved change requests outside the Service Catalogue via the TACP Program change control process.
7. Engage with TfNSW TACP Triage Team for incident updates and provide weekly status reporting on incidents and services throughout Hypercare, as defined in the Service Operating Procedures program deliverable, then fortnightly or monthly as required. .
8. Develop functional and technical knowledge for common or low complex incidents as part of their assessment and triage responsibilities.

2.3 SAP Solution Support

The SDM is supported by functional and technical resources who are knowledgeable in the TACP solution. These resources are regionally located and sit within SAP Centres of Expertise for Assets (covering EAM & BNAC) or Analytics (covering BTP, SAC, Data Intelligence and Data Mart).

The scope of this role is to:

1. Respond to incidents assigned by the SDM.
2. Assess and resolve incidents identified as TACP solution defects.
3. Update and reassign to the SDM incidents identified as product gaps or defects for further reassignment to SAP Product Support. Defects relate to product defects and are handled under SAP Product Support.
4. Respond to Service requests assigned by the SDM for service catalogue items.
5. Respond to Service requests assigned by the SDM for scoping and estimates to deliver of changes other than service catalogue items.

3. SERVICE REQUEST MANAGEMENT

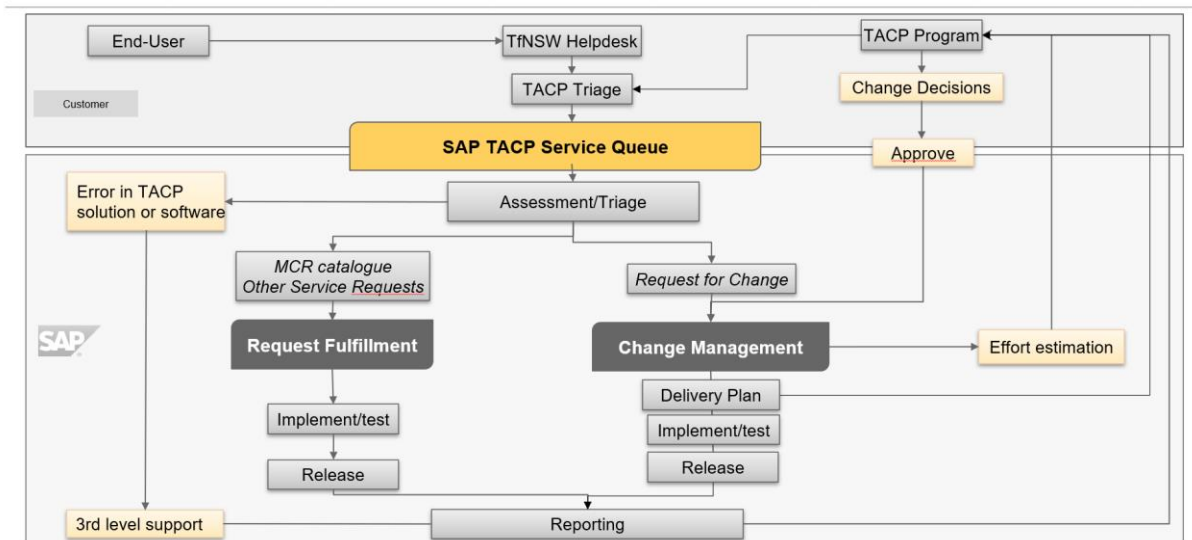


Figure 8: Service Management Flow

SAP TACP Support Service queue is the SAP Support Platform integrated with the TfNSW ticketing system and managed by the SDM to monitor incident and Service request items.

3.1 TACP Service Catalogue

The Service catalogue is a section of the TACP Service Operating Procedures covering prescribed, recurring, or minor solution enhancements or maintenance tasks that do not require program change control governance. The purpose of the catalogue is to enable these changes without TACP program change control architecture, implementation or commercial impact approval for each request.

Each catalogue item will have defined and sequenced tasks to configure and test changes to the TACP solution and impacts of those changes that require regression testing.

The implementation of catalogue items through the TACP landscape is managed and delivered by the SDM and solution support teams for SAP and MDO via Service requests, following agreement of a delivery plan for these changes with the TfNSW triage team.

The catalogue items will be documented during the Tranche 1 Realisation phase and will consist of:

1. Changes to ADX that don't require a field to be added.
2. Adds & changes to data rules in MDO.
3. Audit request for information not limited to but including SOC1, SOC2 reports.
4. Remediation of regression test defects arising from minor upgrades within the TACP landscape

Amendments to the service catalogue are to be requested and approved by the TfNSW program team. Additional catalogue items are scoped and estimated by the SDM, supported by the SAP and MDO support teams.

3.2 Other Change Request

The TfNSW program team can raise Service requests containing functional and non-functional requirements for changes other than those prescribed on the service catalogue. The SDM will co-

ordinate the scoping and estimating of these changes for reassignment back to the TfNSW TACP triage team for assessment to implement through the program change control process.

If a change is approved, it will be implemented as an addition to the service catalogue. The SDM will prepare and agree a delivery plan with the TfNSW triage team, and subsequently proceed with implementation.

Any incident that is deemed not to be a defect but a solution change will be re-assigned back to the TfNSW TACP Service Desk to become a service request and, if not specified in the Service catalogue, will be deferred to backlog for the program change control process. To be detailed and agreed in the Service Management Plan deliverable.

4. ROLES AND RESPONSIBILITIES

4.1 RACI

SAP and Customer agree the following responsibility matrix of activities per phase.

- Responsible (R): Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level.
- Accountable (A): Assumed to be same as Responsible. Hence, Accountable (A) does not appear for the activities below.
- Consulted (C): Provides input on how to perform the activity and supports the activity.
- Informed (I): Provided with information.

Activity	SAP	Customer
Ticket Handling		
Assess new incidents raised by TfNSW Help Desk prior to assignment to the TACP AMS team for causes not relating to the TACP solution	C	R
Manage incidents, problems, changes according to SLAs	R	I
Fortnightly status and performance reporting to TfNSW stakeholders	R	I
Operations Management		
Communicate planned outages	R	I
Communicate unplanned outages	R	I
Monitoring MDO data pipeline & BTP iFlow Message Processing for errors	R	I
Analyse Message Processing Logs	R	I
Monitoring of certificates expiry	R	I
Approve Add/change/delete user accounts	I	R
Add/change/delete user accounts	R	C
Enable SSO (via AD) for user accounts	I	R
Security Assurance	R	C
Landscape Change Management		
Manage transports across the landscape	R	C
Manage regression testing on landscape changes	R	C

Activity	SAP	Customer
Determine the release schedule for landscape changes	C	R
Communicate landscape changes to users	I	R
Submit Service requests for changes referenced in the service catalogue	I	R
Implement requested changes referenced in the service catalogue	R	C
Manage regression testing on landscape changes (CRs or cloud maintenance updates)	R	C
Maintain approved changes to service catalogue	R	C
Submit Service requests for change assessments not referenced in the service catalogue	C	R
Scope and plan Service requests for changes not referenced in the service catalogue	R	C

Table 30: TACP RACI

5. SAP DELIVERABLES

SAP will provide the support deliverables.

Support Activity	SAP Deliverables
Incident Management	Incident dashboard reports (frequency as requested by TfNSW)
Problem Management	Root Cause Analysis findings Failed Change Review findings Monthly Problem reports
Service Request Management	Monthly Service request dashboard reports
	Service Catalogue - updates
	Implementation plans for changes not referenced in Service catalogue

Table 31: SAP Deliverables

6. ORGANISATION

6.1 SAP Team

The following table outlines the roles and responsibilities of the SAP team for the provision of AMS type services under this arrangement.

TACP Support Role	TACP Role Description	Resourcing
SAP TACP Service Delivery Management	<ul style="list-style-type: none"> • Single point of contact to TfNSW stakeholders • Manages the SAP TACP Service desk queue during AU business hours and extended hours for month end close, where required. • Does root cause analysis & triages inbound incidents & requests across the SAP & MDO Product support teams. • Responsible for successful execution of the managed Service, for SLA adherence & Service reporting. • Co-ordinates proactive advice & recommendations for improvements. • Provides fortnightly dashboard status reporting on incidents and Service request • Provides fortnightly effort consumption by SDM and SAP TACP Solution Support 	<ul style="list-style-type: none"> • Provision of 150 days per TACP contract year • Billed as time and materials monthly in arrears commencing during Wave 1 hypercare, currently planned to be from 1 August 2023
SAP TACP Solution Support	<ul style="list-style-type: none"> • Functional & technical resources from local teams and regional SAP Asset and Analytics Centres of Expertise providing TfNSW business hours support to the SDM to analyse, assess & resolve incidents relating to SAP components within the TACP solution • Resolve TACP prescribed Service requests • Provide proactive reporting and monitoring Services to the SDM. 	<ul style="list-style-type: none"> • Provision of days per TACP contract year as follows: <ul style="list-style-type: none"> ○ Senior level: 200 days. ○ Expert level: 50 days. • Senior consultants located in Australia and Region • Billed as time and materials monthly in arrears commencing during Wave 1 hypercare, currently planned to be from 1 August 2023
SAP Enhanced Product Support (Preferred Success)	<ul style="list-style-type: none"> • Resolve TACP SAP product incidents • Provide proactive reporting and monitoring Services to the SDM. 	<ul style="list-style-type: none"> • Unlimited support • Coverage under the TACP contract
TfNSW Enterprise Technical Quality Manager	<ul style="list-style-type: none"> • Support the SDM with escalation of Priority 1 Product Support under the prevailing SAP MaxAttention contract 	<ul style="list-style-type: none"> • Unlimited support • Coverage under the TfNSW Enterprise MaxAttention contract

Table 32: SAP Team

The SDM and SAP TACP Solution Support provisioning is as follows:

1. Requires a minimum consumption per contract year of 50% of the provisioning set out in section 8 which cannot be rolled forward to future contract years
2. The provision is designed to provide flexibility and value for solution support to TfNSW through the Tranche 1 transition of the Asset Partners to TACP. Variations to the provisioning can be assessed and agreed between SAP and TfNSW conditional on the 50% threshold being met at the time of variation.
3. Covered by the MaxAttention Retainer Model. An option to vary the provisioning without commercials impact will be available, at the discretion of TfNSW, by utilising the MaxAttention Retainer Model. This model allows TfNSW to transfer days to or from the TACP contract and Max Attention contract, at their equivalent value, to address under or over utilisation within the TACP contract year.

6.2 TfNSW Team

The table below describes the anticipated tasks and responsibilities of the TfNSW support team in the delivery of TACP related support outcome to end users

TACP Support Role	TACP Role Description
TfNSW Level 1 helpdesk	Receive enquiries via established communication channels.
	Identify enquiry as related to TACP.
	Update/assign incident or Service request (SR).
TfNSW TACP Service desk	Identify whether incident/SR relates to user knowledge gap.
	Identify whether incident/SR requires engagement from SAP TACP AMS.
	For Priority 1 incidents, create an SAP Product Support incident that routes automatically to SAP Product Support.
	SAP requires the TfNSW TACP Triage to do the following: <ol style="list-style-type: none"> 1. make a reasonable attempt to determine whether the incident assigned from level 1 is a TACP data issue or user knowledge gap before reassigning to the SAP Service Desk 2. Verify the priority of the incident. 3. If a P1 or P2 incident, articulate the business impact. 4. Have a high-level knowledge of the SAP TACP solution and any potential TfNSW integrations that could affect the SAP TACP Solution (eg. Single Sign on).
	Set-up new users on TfNSW Active Directory and communicate to the SDM

Table 33: TfNSW Team

7. COMMERCIALS

7.1 Service Effort & Fees

SAP will provide TfNSW flexible support for TACP using a Time & Materials commercial arrangement which allows the following:

1. SAP invoicing TfNSW for only the time consumed by the SAP resources described in section 2.
2. Adjust the allocation of days between the roles in the table below at equivalent value, as an agreed change request between SAP and TfNSW.
3. The option to roll-over unused days within a contract year to the TfNSW MaxAttention contract via the MaxAttention Retainer Model. This model allows TfNSW to transfer days to or from the TACP contract and Max Attention contract, at their equivalent value, to address under or over utilisation within the TACP contract year.

Fees for the performance of services described in section 2 for the Service Delivery Manager & SAP Solution Support are as follows:

Role	Location	Rate	Effort Provision	
			Year 1	A\$ total
Service Delivery Manager (SDM)				
Functional & Technical Senior Consultants				
Functional & Technical Senior Consultants				
Functional & Technical Expert Consultants				

Table 34: Service Effort & Fees

- Invoiced as actual time & materials monthly in arrears.
- Based on Cloud Contract year commencement 30th January 2023.
- Year 1 based on transition commencement 1st August 2023 to 29th January 2024.
- No travel is included or planned for these resources.
- Prices exclude GST.

7.2 Minimum Committed Spend

To provide committed resources, SAP requires a minimum committed consumption of service effort described in section 8. Therefore, SAP will issue invoices to a minimum committed spend value of 50% of the fees in section 8, per the following spend schedule:

	Year 1	Total
Minimum Invoicing Value	██████	██████

SAP will reconcile the actual time & materials invoicing to the minimum committed spend and invoice the excess of the minimum committed spend over the actual time & materials invoices.

In the event TfNSW decides to terminate the services contract for convenience, the minimum committed spend will be calculated as 50% of the fees in section 7 as at the date of termination.

In the event TfNSW requests a change in the effort provisions in section 7, the minimum committed spend within the contract year in which the change or changes occur will be calculated pro-rata for that contract year.

The minimum committed spend schedule is referred to as "base" contract component. The remaining balance of the service fees in section 8 can be consumed as and when required and is referred to as the "flex" contract component.

8. INCIDENT SERVICE LEVELS

To support the Incident Management process, SAP Support provides the following Priority definitions and Response Levels for Enhanced Support. SAP will work with TfNSW to align these service levels to TfNSW Service Levels.

Priority	Definition	Response Level (Enhanced Support)
P1	Very High: An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.	Initial Response: Within one hour of case submission. Ongoing Communication: Once every hour. Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.
P2	High: An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP Service that are required immediately. The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	Initial Response: Within two hours of case submission. Ongoing Communication: Once every six hours. Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround, or (iii) action plan within three business days.
P3	Medium: An incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP Service.	Initial Response: Within four hours of case submission. Ongoing Communication: Once every three business days for Non-Defect Issues and ten business days for product defect issues.
P4	Low: An incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP Service that are not required daily or are rarely used.	Initial Response: Within one business day of case submission. Ongoing Communication: Once every week.

Table 35: Incident Service Levels

9. INCIDENT ESCALATION PROCEDURE

TfNSW Program or Support Triage teams can escalate an incident by taking the following actions:

1. Submit to the SAP SDM and Solution Support team a business impact statement relating to the incident.
2. The SAP TACP SDM will complete the following:
 - Prepare an action plan to determine root cause and target resolution time
 - Communicate the plan to the TfNSW teams within 1 business day
 - Track, evaluate the incident to closure and update the action plan with resolution

10. SYSTEM AVAILABILITY

The following table provide the System Availability across the SAP Cloud Services:

System Availability SLA	99.7% System Availability Percentage during each Month for the production version of the SAP Cloud Service
System Availability Percentage	$(\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}) / (\text{Total Minutes in the Month} - \text{Excluded Downtime}) * 100$
Credit	<p>2% of: the Monthly Subscription Fees for the applicable Cloud Service or the list price of the monthly consumed Cloud Service for each 1% below the System Availability SLA, not to exceed 100% of the fees paid by TfNSW for the relevant Month for the applicable Cloud Service.</p> <p>If SAP fails to meet the System Availability SLA for a particular Month, TfNSW may claim a Credit, which TfNSW may apply to a future invoice relating to the Cloud Service that did not meet the System Availability SLA.</p> <p>Claims for a Credit must be made in good faith and through a documented submission of a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA for the Cloud Service.</p>
System Availability Report	SAP will provide TfNSW with a monthly report describing the System Availability Percentage for the SAP TACP Solution, provided by the SDM.
Excluded Downtime	The Total Minutes in the Month attributable to a Maintenance Window; or any Major Upgrade Window for which TfNSW has been notified at least five (5) business days in advance; or unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised
Maintenance Window	the weekly maintenance windows for the Cloud Service identified in [REDACTED]. SAP may update the Maintenance Window from time to time
Total Minutes in the Month	24 hours at 7 days a week during a Month

Table 36: System Availability

11. ACCESS & CONTROLS

To meet the requirements for TACP, SAP will provide the following approach to cover the requirements for Access & Controls:

- Role based Authentication (Username and Password) for TACP Service.
- Role based Access Controls and authorisation for TACP Service. This will manage the permission for each TACP Data Object.

SAP TACP will provide the above Access and Controls functions from a Solution perspective, and TfNSW would need to provide the Approval for each request to in accordance with TfNSW System Access Compliance.

These items will be determined as part of detailed design and the SAP TACP Support Model will align with those decisions.

12. TRANSITIONING FROM THE TACP PROGRAM

The SAP Program team will transition to SAP AMS Support based on the following criteria, subject to confirmation during the Explore phase of the TACP implementation project:

1. Key support resources are onboarded to TACP and have access to program documentation and training material.
2. Service operating procedures, including security processes for TACP are documented and agreed.
3. Knowledge transfer is completed.
4. Defects from hypercare have trended low, no P1 or P2 defects are open, and any open P3 defects have a workaround agreed by the TfNSW Program team or a resolution plan.
5. The SAP Program Manager has briefed the TfNSW support groups on the AMS processes during realisation phase.

Activities relating to the transition are as follows:

Activity	Task	Description
Transition Planning	Planning and Preparation	<ul style="list-style-type: none"> - Attend internal and TfNSW kick off meeting - Acceptance of Service Operating Procedures
	Setup	<ul style="list-style-type: none"> - User access for SAP TACP SDM, SAP and MDO solution support teams - SDM access to TfNSW and SAP ticketing tools
Transition Execution	Knowledge Acquisition	<ul style="list-style-type: none"> - Review TACP SOP - Attend Knowledge Transfer sessions - Test knowledge acquisition
	Shadow Support	<ul style="list-style-type: none"> - attend Job Shadowing sessions with TACP program team
	Reverse Shadow Support	<ul style="list-style-type: none"> - process tickets, provide Service without SLA

Activity	Task	Description
	Finalise Transition Phase	- process tickets, provide Service without SLA

Table 37: Transition Plan

13. TfNSW RESPONSIBILITIES

TfNSW has the following general responsibilities.:

1. TfNSW TACP Triage actively assesses and identifies against solution documentation, prior to assigning incidents to the SAP TACP Help Desk, incidents that are not TACP solution defects, such as user knowledge gaps, source data issues.
2. Manage the TfNSW third-party Service providers.
3. Organisational change management activities, training and knowledge transition activities which include, but are not limited to the following: communication plan, organisational transition plan, coordination with remote sites, and project communication to the company.
4. Ensure that a consistent, stable, and fast remote support connection/Service connection is available between SAP and TfNSW at the required times.
5. Provide SAP with the necessary authorisations for onsite and remote access to Customer's systems.
6. Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols; otherwise, Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
7. Provide technical advice regarding any third-party systems to which the team will have access.
8. Ensure Customer compliance with any relevant governmental and regulatory requirements.

14. OUT OF SCOPE

Any items or Services not defined as in scope for this Service are deemed out of scope.

15. DEFINITIONS

15.1 Minor Upgrades

SAP notes the requirement of Minor Upgrade notification of 30 days. SAP Service Delivery Manager (SDM) will co-ordinate with relevant product teams to notify TfNSW of any upgrades or updates with 30 days' notice.

Schedule of updates released every quarter (3 months) including at least 30 days notification.

15.2 Emergency Change

Business Urgent Change or emergency change process will be defined in the Realise phase of the Wave 1 implementation.

ATTACHMENT 4

Data Processing Agreement for SAP Support and Professional Services ENGLISH v.8-2021a

DATA PROCESSING AGREEMENT FOR SAP SUPPORT AND PROFESSIONAL SERVICES

1. DEFINITIONS

- 1.1. **"Authorized Users"** means any individual to whom Customer grants access authorization in compliance with a SAP software license to use the SAP Service that is an employee, agent, contractor or representative of
- the Customer;
 - Customer's Affiliates; or
 - Customer's and Customer's Affiliates' Business Partners (as defined under the Software License and Support Agreement).
- 1.2. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as Processor for another Controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 1.3. **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.4. **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.
- 1.5. **"My Trust Center"** means information available on the SAP support portal (see: [REDACTED]) or the SAP agreements website (see: [REDACTED]) or any subsequent website(s) made available by SAP to Customer.
- 1.6. **"New SCC Relevant Transfer"** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.
- 1.7. **"New Standard Contractual Clauses"** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.
- 1.8. **"Personal Data"** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is supplied to or accessed by SAP or its Subprocessors in order to provide the SAP Support or Professional Services under the Agreement.
- 1.9. **"Personal Data Breach"** means a confirmed:
- accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or
 - similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.10. **"Professional Services"** means implementation services, consulting services or services such as SAP Premium Engagement Support Services, Innovative Business Solutions Development Services, Innovative Business Solutions Development Support Services.
- 1.11. **"Processor"** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, be it directly as Processor of a Controller or indirectly as Subprocessor of a Processor which processes Personal Data on behalf of the Controller.
- 1.12. **"Schedule"** means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.
- 1.13. **"Standard Contractual Clauses (2010)"** means the (Standard Contractual Clauses (processors)) published by the European Commission, reference 2010/87/EU.

- 1.14. **"Subprocessor"** or **"sub-processor"** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the SAP Service and which processes Personal Data in accordance with this DPA.
- 1.15. **"Technical and Organizational Measures"** means the technical and organizational measures for the relevant SAP Support or Professional Service published on the My Trust Center.
- 1.16. **"Third Country"** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Purpose and Application

This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data provided by Customer and each Controller in connection with the performance of the SAP services as set out in the relevant Agreement ("**SAP Service(s)**") to which is attached the present DPA which may include:

- a) SAP Support as defined in the Software License & Support Agreement; or
- b) Professional Services as described in the services agreement concluded between SAP and the Customer ("**Services Agreement**").

2.2. Structure

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, the categories of data, the data subjects and the applicable technical and organizational measures.

2.3. Governance

- 2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use SAP Support or Professional Services act as Controllers under the DPA.
- 2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to include Personal Data. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

- 3.1.1. SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.
- 3.1.2. Schedule 2 applies only to the extent that such SAP Services are performed on or from SAP premises. In the case where SAP is performing SAP Services on the Customer's premises and SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical conditions to protect such data and guard against unauthorized access. In connection with any access to Customer's system and data, Customer shall be responsible for providing SAP personnel with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Licensee systems or personal information (of Customer or any third party) unless such access is essential for the performance of SAP Services. Customer shall not store any Personal Data in non-production environments.

3.2. Changes

- 3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base receiving the same SAP Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.
- 3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

4. SAP OBLIGATIONS

4.1. Instructions from Customer

- 4.1.1. SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and Customer may provide further instructions during the performance of the SAP Service.
- 4.1.2. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the performance of the SAP Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (e-mail permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

- 4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.
- 4.4.2. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject. SAP will correct, delete or anonymize any Personal Data in SAP's possession (if any), or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such

documents as are generally available for the SAP Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

5. DATA DELETION

Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed six months) once Personal Data is no longer required for execution of the Agreement, unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

6.1. Customer Audit

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's service and support delivery centers and IT security practices relevant to Personal Data processed by SAP only if:

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate). Certifications are available on the My Trust Center or upon request if the certification is not available online; or
- b) a Personal Data Breach has occurred; or
- c) an audit is formally requested by Customer's data protection authority; or
- d) mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2. Other Controller Audit

Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in accordance with and to the extent permitted under Section 6.1 if it directly applies to such other Controller. Such audit must be undertaken through and by Customer unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3. Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency, time frame and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited to remote audits where possible. If an on-site audit is mandatory, it shall not exceed 1 business day. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

6.4. Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

7. SUBPROCESSORS

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal

Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

- b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA;
- c) For SAP Support, SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the SAP Service; and
- d) For Professional Services, SAP will, upon request of the Customer, make the list available or identify such subprocessors prior to the start of the applicable SAP Services.

7.2. New Subprocessors

7.2.1. SAP's use of Subprocessors is at its discretion, provided that:

- a) SAP will inform Customer in advance of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor (i) for SAP Support by posting on My Trust Center, or by email, upon Customer's registration on My Trust Center and (ii) for Professional Services by similar posting on My Trust Center, or by e-mail, or in other written form;
- b) Customer may object to such changes as set out in Section 7.2.2.

7.2.2. Objections to New Subprocessors

7.2.2.1. SAP Support

If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the SAP Support upon written notice to SAP, such notice to be provided to SAP no later than 30 days from the date SAP informs the Customer of the new Subprocessor. If Customer does not provide SAP with a notice of termination within this 30 days period, Customer is deemed to have accepted the new Subprocessor. Within the 30 days period from the date of SAP informing the Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for providing SAP a notice of termination and does not affect SAP's right to use the new Subprocessor(s) after the 30 days period.

7.2.2.2. Professional Services

If Customer has a legitimate reason under Data Protection Law that relates to the Subprocessors' processing of Personal Data, Customer may object to SAP's use of a Subprocessor, by notifying SAP in writing within 5 business days of SAP's information. If Customer objects to the use of the Subprocessor, the parties shall discuss in good faith a resolution. SAP may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor or (iii) if this is not possible, use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the relevant services on 5 days' written notice. If Customer does not object within 5 days of receipt of the notice, Customer is deemed to have accepted the Subprocessor. If Customer's objection remains unresolved 30 days after it was raised, and SAP has not received any notice of termination, Customer is deemed to have accepted the Subprocessor.

7.2.3. Any termination under this Section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.3. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

- a) SAP and Customer enter into the Standard Contractual Clauses (2010);
- b) Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or
- c) Other Controllers who have been authorized by Customer to include Personal Data under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 8.2.1 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

8.3. Applicability of New Standard Contractual Clauses

8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

8.3.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered into the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

8.3.1.2. Where SAP is located in a Third Country:

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

- a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
- b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer act as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.3.2. Other Controllers or Processors whose use of the SAP Support or Professional Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.2 (b) above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.

8.4. Relation of the Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

8.5.2. In the event that the Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

9. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

Schedule 1 Description of the Processing

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

1. A. LIST OF PARTIES

1.1. Under the Standard Contractual Clauses (2010)

1.1.1. Data Exporter

The data exporter is the Customer who concluded a Software License and Support Agreement and/or Services Agreement with SAP under which it benefits from SAP Service as described under the relevant Agreement. The data exporter allows other Controllers to also use the SAP Service, these other Controllers are also data exporters.

1.1.2. Data Importer

SAP and its Subprocessors provide the SAP Service as defined under the relevant Agreement concluded by the data exporter that includes Standard Contractual Clauses (2010).

1.2. Under the New Standard Contractual Clauses

1.2.1. Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.2.2. Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

2. B. DESCRIPTION OF TRANSFER

2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, Business Partners or other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data and/or data fields which could be transferred per SAP Service as stated in the relevant Agreement. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data transferred by Authorized Users and may include financial data such as bank account data, credit or debit card data.

2.3. Special Data Categories (if agreed)

2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

- a) training of personnel;
- b) encryption of data in transit and at rest;
- c) system access logging and general data access logging.

2.4. Purposes of the data transfer and further processing; Nature of the processing

2.4.1. The transferred Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

- a) use of Personal Data to provide the SAP Service;
- b) storage of Personal Data;
- c) computer processing of Personal Data for data transmission;
- d) continuous improvement of service features and functionalities provided as part of the SAP Support or Professional Service including automation, transaction processing and machine learning; and
- e) execution of instructions of Customer in accordance with the Agreement.

2.4.2. Under the Software License and Support Agreement: SAP or its Subprocessors provide support when a Customer submits a support ticket because the Software is not available or not working as expected. They answer phone calls and perform basic troubleshooting, and handle support tickets in a tracking system.

2.4.3. Under the applicable Services Agreement for Professional Services: SAP or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document.

2.5. Additional description in respect of the New Standard Contractual Clauses

Applicable Modules of the New Standard Contractual Clauses

- a) Module 2: Transfer Controller to Processor
- b) Module 3: Transfer Processor to Processor

2.6. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Transfers shall be made on a continuous basis.

- 2.7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Personal Data shall be retained for the duration of the Agreement and subject to Section 5 of the DPA.

- 2.8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.

3. C. COMPETENT SUPERVISORY AUTHORITY

- 3.1. In respect of the New Standard Contractual Clauses:

3.1.1. Module 2: Transfer Controller to Processor

3.1.2. Module 3: Transfer Processor to Processor

- 3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.