



Mincom
The People. The Experience. The Vision.

27 August 2009

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Dear Peter

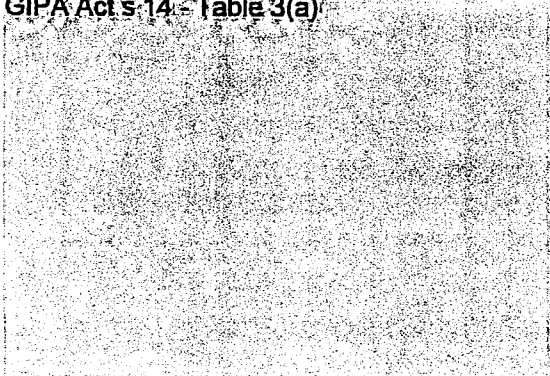
Mincom and NSW State Contracts Board – Contract 2603

Further to our recent discussions, Mincom hereby agrees to extend the first time-limited-offer detailed in item 10A of Part B to Schedule 3 of Contract 2603 from 31 July 2009 to **30 September 2009**.

Please acknowledge your acceptance of this extension by executing below and returning this letter together with Mincom's copy of the fully executed copy of Contract 2603.

Yours faithfully

GIPA Act s 14 - Table 3(a)



Agreed for and on behalf of the **NEW SOUTH WALES STATE CONTRACTS CONTROL BOARD** for and on behalf of **THE STATE OF NEW SOUTH WALES** by
GIPA Act s 14 - Table 3(a)



Name of Authorised Signatory

31.08.09
Date

Deed of Agreement

Between

Mincom Pty Ltd

and the

NSW State Contracts Control Board

for

ERP Software

Contract 2603

RFT 0701832

**PROCURE IT AGREEMENT
VERSION 2.1.3**

**STANDARD TERMS AND CONDITIONS [ONE]
DICTIONARY [TWO]
SCHEDULE [THREE]
MODULES [FOUR]
ORDER FORMS [FIVE]
SERVICE LEVEL AGREEMENT [SIX]**



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**PROCURE IT AGREEMENT
VERSION 2.1/3**

[ONE]

STANDARD TERMS AND CONDITIONS

Version 2.1/3

STANDARD TERMS AND CONDITIONS

1. Agreement Administration

1.1 CONTRACT AUTHORITY

1.1.1 The Contract Authority is responsible for the administration of this Agreement on behalf of the Eligible Customers and has authority to act on behalf of these entities in this respect.

1.1.2 Where the Contract Authority is required to give a consent under the terms of this Agreement it may do so upon such reasonable conditions as it sees fit to impose.

1.2 AUTHORISED REPRESENTATIVES

Each Party where applicable must nominate in items 2(b) and 3(b) of the Agreement Details and in the Order, its duly authorised representatives. Each Party warrants that its respective nominated representatives have the power and authority to provide such consents as are required and to issue instructions for the fulfilment of the terms of this Agreement or Contract as applicable.

1.3 NOTICES

1.3.1 Any notice to or by a Party under this Agreement or a Contract shall be by Notice in Writing.

1.3.2 Any Notice in Writing must be sent to the receiving Party's Service Address addressed to the Party's nominee for receipt of notices, or if no such position is nominated, the authorised representative.

1.3.3 Any Notice in Writing shall be deemed to be received for the purposes of this Agreement or a Contract at 9.00 am on the next business day following receipt of the notice at the receiving Party's Service Address.

2. Agreement Operation

2.1 TERM

This Agreement commences on the date specified in item 7 (a) of the Agreement Details and will expire on the date specified in item 7 (b) of the Agreement Details. The Contractor agrees that the Contract Authority may by Notice in Writing extend this Agreement on the same terms for the period specified in item 7 (c) of the Agreement Details.

2.2 ENTIRE AGREEMENT

2.2.1 This Agreement constitutes the entire agreement between the Contractor and the Contract Authority. Any prior arrangements, agreements, or undertakings by the Contractor and the Contract Authority are superseded and shall have no effect.

2.2.2 Subject to clause 6.7, the Contractor agrees to fulfill all Orders under this Agreement in accordance with the terms of this Agreement.

2.3 NON-EXCLUSIVE SUPPLY

This Agreement does not:

(a) imply that the Contractor is the exclusive provider of the Product or Service; or

(b) oblige any Eligible Customer to place an Order with the Contractor for the Product or Service.

2.4 CUSTOMER MAY ENFORCE AGREEMENT

The Parties agree that any Customer, although not a Party to this Agreement, may take the benefit of, and enforce, this Agreement in its own name.

2.5 ORDER OF PRECEDENCE

The order of precedence of this Agreement is (in descending order of priority):

- (a) Part 4 Modules referenced in Agreement Details.
- (b) Part 3 Schedules.
- (c) Part 1 Standard Terms and Conditions, and Part 2 Dictionary.
- (d) Orders

3. Management of Agreement

3.1 MANAGEMENT FEE

If specified in Item 11 of the Agreement Details, a Management Fee will apply to this Agreement and be payable by the Contractor to the Contract Authority in accordance with the following terms and conditions:

- 3.1.1 (a) The Contractor shall, subject to clause 3.1.2, pay to the Contract Authority a Management Fee at the rate set out at Item 11 of the Agreement Details on the value (exclusive of any GST) of all Products or Services invoiced to and paid for by a Customer pursuant to an Order.
 - (b) The Contractor shall use its best endeavours to ensure that the obligations imposed on it in relation to the Management Fee are met, including ensuring that:
 - (i) all Eligible Customers use an Order for placing orders for Deliverables,
 - (ii) the Contractor sells the Deliverables to Eligible Customers on the terms and conditions of this Agreement; and
 - (iii) the Contractor acts in good faith in relation to all its obligations under this clause 3.1.1.
 - 3.1.2 Within 7 days of the end of each Payment Period the Contractor shall forward electronically through smartbuy® to the Contract Authority a report (hereinafter referred to as a Sales Report) which relates to the relevant Payment Period and which requires the Contractor to report:
 - (i) the total amount all Customers are liable to pay in respect of all items invoiced by the Contractor to those Customers;
 - (ii) the names of the five largest Customers, listed by dollar value, invoiced by the Contractor; and
 - (iii) such other relevant information as the Contract Authority may reasonably require.
- The parties agree that the Contract Authority may by prior notice in writing to the Contractor amend the procedure for collection of information set out in this clause 3.1 from time to time.
- 3.1.3 (a) Upon receipt of a Sales Report from the Contractor, the Contract Authority shall compile an invoice for the Management Fee based on the Sales Report and forward that Tax Invoice to the Contractor.

- (b) In the event that the Contractor does not complete the Report within seven days, the Contractor will be liable for interest in accordance with item 11 of the Schedule on the amount which (had this clause been complied with) would have been invoiced to the Contractor, calculated from 7 days after the expiry of the relevant Payment Period.
- 3.1.4 (a) The Contractor shall then forward to the Contract Authority payment, for each Tax Invoice received, within fourteen days of the date of the Tax Invoice.
- (b) In the event that the Contractor does not provide payment within fourteen days the Contractor will be liable for interest in accordance with item 11 of the Schedule on the invoiced amount, calculated from 21 days from the date of the Tax Invoice.
- 3.1.5 Payment shall be by means of electronic funds transfer to a bank as advised in the invoice referred to in Clause 3.1.4 or by a cheque made payable to the addressee set out at Item 11(c) of the Agreement Details and shall be forwarded to the address set out at Item 11(d) of the Agreement Details.
- 3.1.6 Where the Contractor considers that an accounting adjustment to the amount of Management Fee paid or payable during a Payment Period is required, it shall consult with the Contract Authority and the Parties may agree on the amount of any adjustment.
- 3.1.7 Where the Contractor has not issued any invoice to a Customer during a Payment Period, the Contractor shall provide, within 30 days from the conclusion of that Payment Period, a report stating that no payment was made during that Payment Period and shall be supported by a Statutory Declaration.
- 3.1.8 The Parties agree that for the purpose of determining if an Order has been placed under this Agreement the following criteria shall apply:.
- (i) All New South Wales government departments and agencies are Eligible Customers and are required to place their Orders under this Agreement;
- (ii) All other Eligible Customers located in or affiliated with New South Wales, including State owned corporations, councils established under the Local Government Act 1993 and not for profit organisations will be treated as having placed their Orders under this Agreement unless the Contractor can provide evidence to the satisfaction of the Contract Authority that the purchase was made under another contract between the Eligible Customer and the Contractor;
- (iii) All Eligible Customers not located in or affiliated with New South Wales, including other State and Territory governments and the Commonwealth will be treated as having made their purchases under this Agreement only where they have so advised the Contractor at the time of placing their order. The Contract Authority otherwise bears the onus of establishing that any such orders were placed under this Agreement.
- 3.1.9 The Contractor acknowledges that the Management Fee payable has been allowed for in the tendered price together with all costs associated with calculation proving and payment of the Management Fee and agrees that the amount of the Management Fee will not under any circumstances be shown as a separate charge in any quotation or invoice.
- 3.1.10 The Contractor shall set up and maintain a system to the reasonable satisfaction of the Contract Authority, suitable for identifying all purchasers of the Deliverables provided by the Contractor that are Eligible Customers, the monitoring by the Contract Authority of Orders placed with, and invoices issued by, the Contractor, and for the provision of the information required under clause 3.1.2. The system shall enable the Contract Authority to check whether any Eligible Customers have procured Deliverables from the Contractor.
- 3.1.11 The Contract Authority may take such measures as are reasonable in all the circumstances (including the appointment of an auditor) to verify that the Contractor has paid the correct amount of Management Fee due to the Contract Authority. If the Contract Authority appoints

an auditor (being an auditor who must not be a competitor of the Contractor), the Contract Authority will inform the Contractor in writing of the appointment. The Contractor agrees to cooperate with the auditor appointed by the Contract Authority including providing access within 10 working days of the written notification from the Contract Authority that an audit will take place, to information about all sales of Deliverables made to Eligible Customers (whether pursuant to an Order or otherwise), copies of all contracts, orders and invoices (excluding disclosure of the Contractor's internal costings, profit margins and information not associated with compliance with the Agreement) between the Contractor and any Eligible Customers. The Contractor agrees to provide the Auditor appointed by the Contract Authority access on the basis of the appointed auditor entering into an Auditor Confidentiality Agreement in substantially the form set out in Schedule 14, and in accordance with the Contractor's reasonable access and security requirements.

If the measures taken in this clause 3.1.11 demonstrate that the Contractor has not paid the Management Fee that is actually due to the Contract Authority, the Contractor shall:

- (a) pay the difference between the Management Fee paid to the Contract Authority and the Management Fee actually payable to the Contract Authority within 30 days of a direction from the Contract Authority; and
- (b) at the discretion of the Contract Authority, reimburse the Contract Authority's costs and expenses of the measures (including without limitation, the appointed auditor's fees) taken under this clause 3.1.11 to the Contract Authority in accordance with the sliding scale set out below:

<u>Proportion of audit cost to be borne</u>	<u>Difference between Management Fee paid and payable</u>
\$0	95% of payable Management Fee was paid
50% of audit and other costs	75-95% of payable Management Fee paid
75% of audit and other costs	50-75% of payable Management Fee paid
100% of audit and other costs	less than 50% of payable Management Fee paid

3.1.12 The Contractor shall, while this Agreement is in force, and for a 12 month period after this Agreement has expired, or, if this Agreement is terminated before that time, for a period of 12 months from the date the Agreement was terminated, keep secure all relevant Documents and supporting materials and give any auditor appointed by the Contract Authority or any auditor it may appoint access at all reasonable times to those Documents and supporting materials.

3.1.13 The Contractor will pay to the Contract Authority an amount equal to the GST payable by the Contract Authority on the taxable supply made by the Contract Authority for which the Management Fee is payable under this Agreement. That amount will be paid to the Contract Authority at the time the Management Fee is payable under this Agreement and will be paid in addition to the Management Fee. The Contract Authority will provide the Contractor with a tax invoice in respect of the taxable supply.

3.1.14 A breach by the Contractor of this clause (including without limitation, a failure by the Contractor to cooperate satisfactorily with the audit referred to in clause 3.1.11) shall be a Substantial Breach of this Agreement which will entitle the Contract Authority to terminate this Agreement pursuant to clause 18.2 without prejudice however to the right of the Contract Authority to recover from the Contractor any sums payable to the Contract Authority under this Agreement or otherwise, or the right of the Contract Authority to deduct those sums from any money that may be or become payable by the Contract Authority to the Contractor on any other account.

3.1.15 For the purposes of this clause, 'Payment Period' means each period of 30 days from the first day of the Term of this Agreement (or part thereof).

3.1.16 Where the Contractor is required to make payments pursuant to either cl 3.1.3(b) and/or 3.1.4(b) such payment will be made within 30 days after receiving written notice from the Contract Authority which advises the amount payable under those clauses.

3.2 REVIEW OF CONTRACTOR'S PERFORMANCE BY CONTRACT AUTHORITY

3.2.1 The Contract Authority may from time to time conduct performance reviews to evaluate, monitor or review the Contractor's performance and compliance with this Agreement or any Contracts. This review may include consideration of Contractor Information and/or Performance Criteria.

3.2.2 The Contract Authority will give the Contractor the opportunity to participate in any performance reviews and to seek a review of each written performance report compiled in response to any performance review by a senior officer of the Contract Authority. A written performance report will note any objections by the Contractor made when participating in the performance review as provided for in this clause. The Contract Authority regards and the Contractor acknowledges that the provision of any performance reports is privileged within the legislation referenced at item 5(b) of the Agreement Details.

3.3 EXCHANGE OF CONTRACTOR INFORMATION

3.3.1 The Contractor authorises the Contract Authority and its Personnel to make available any Contractor Information to any other Agency.

3.3.2 The Contract Authority regards and the Contractor acknowledges that the provision of the Contractor Information to any Agency is privileged within the legislation referenced at item 5(b) of the Agreement Details.

3.3.3 The Contractor releases and indemnifies the Contract Authority, the State, and its Personnel from any claim in respect of any matter arising out of the disclosure of any of the Contractor Information to any other Agency in accordance with clause 3.3.1 where that Contractor information is false or misleading.

3.3.4 This clause 3.3 shall survive the termination or expiry of this Agreement for a period of 6 years.

3.4 NOTIFICATION OF CHANGE IN CONTROL OR TRANSFER OF OWNERSHIP

During the Term, the Contractor must immediately notify the Contract Authority and any Customers under an existing Contract in writing of any Change in Control or other action to reconstruct or amalgamate itself.

3.5 NOTIFICATION OF CONTRACTOR'S INSOLVENCY

3.5.1 The Contractor must immediately notify the Contract Authority in writing of the Contractor's insolvency and disclose the details of any:

(a) action taken in relation to the Contractor's insolvency in so far as it affects this Agreement or any Contracts;

(b) existing Contracts which the Contractor has entered into under this Agreement; and

(c) applicable Performance Guarantees or Financial Securities that the Contractor has entered into under a Contract.

3.5.2 The Contractor must immediately notify all Customers under an existing Contract in writing of the Contractor's Insolvency.

3.6 ELECTRONIC COMMERCE

If requested by the Contract Authority, the Contractor must implement any arrangements for

electronic commerce specified in Schedule 2 or in Item 10 of the Agreement Details.

4. Product or Service

4.1 PRODUCT AND SERVICE LIST

Any Product or Service listed in Schedule 3 may be supplied by the Contractor under this Agreement.

4.2 VARIATION OF DESCRIPTION OF PRODUCT OR SERVICE

4.2.1 The Contractor must promptly notify the Contract Authority of any proposed variation to the description of a Product or Service offered in Schedule 3.

4.2.2 A variation under this clause 4.2 excludes a variation:

- (a) to the Price of a Product or Service;
- (b) that modifies or upgrades a Product or Service; or
- (c) that introduces a new Product or Service.

4.2.3 The Contract Authority will notify the Contractor in writing whether it accepts the variation to the description of the Product or Service and the incorporation of the accepted variations into Schedule 3.

4.3 MODIFICATIONS, UPGRADES AND IMPROVEMENTS TO PRODUCT OR SERVICE

4.3.1 If during the Term the Contractor makes available on a general commercial basis products or services that:

- (a) are modified or enhanced versions or upgrades of a Product or Service; or
- (b) have a function or purpose similar to that performed by a Product or Service; or
- (c) have a new function or purpose consistent with the nature of a Product or Service,

then the Contractor must offer to the Contract Authority within 60 days of the product being available on a general commercial basis to include those products or services in Schedule 3.

4.3.2 If during the Term the Contractor makes available on a general commercial basis, new products or services with a function or purpose unrelated to a Product or Service, the Contractor may, at its discretion, offer to the Contract Authority to include those products or services in Schedule 3.

4.3.3 The products and services offered by the Contractor under this clause 4.3 will form part of Schedule 3 when the Contract Authority notifies the Contractor of its acceptance of the offer.

4.3.4 In the event that the Contract Authority has not notified the Contractor of its acceptance of the Contractor's offer within 30 days, the offer will be deemed not to have been accepted.

5. Pricing

5.1 MAXIMUM PRICE FOR THE DELIVERABLES

The Price is the maximum price payable by a Customer for a Deliverable during the Term subject to any increase made in accordance with any price variation mechanism specified in Schedule 3.

5.2 REDUCTIONS IN PRICE

- 5.2.1 The Contractor may reduce the Price or increase the discount applicable to a Deliverable at any time by notifying the Contract Authority in writing.
- 5.2.2 Where the Contractor offers a temporary price special that is lower than a Price specified in Schedule 3 the Contractor may make available that lower price to all Customers.

5.3 BULK PURCHASE DISCOUNTS

- 5.3.1 The Contract Authority may request quotations from the Contractor for:
- (a) discounts on volume purchases of Deliverables on behalf of a Customer; and/or
 - (b) aggregating purchases of Deliverables on behalf of Customers.
- 5.3.2 The Parties agree that any new volume or bulk purchase discount under this clause 5.3 constitutes a variation to Schedule 3 under clause 17.1.

5.4 BEST PRICE

- 5.4.1 The Contractor warrants that it will offer to Customers a Price for a Deliverable which is no less favourable than the price paid by any other purchaser in Australia from the Contractor of similar Deliverables purchased in similar circumstances including volumes (where Price is volume dependent) and timing where it has a substantial impact on price or terms and conditions where they have a substantial impact on price.
- 5.4.2 Where the Contractor offers more favourable prices to any other purchaser of similar Deliverables in Australia purchased in similar circumstances including volumes (where Price is volume dependent), timing where it has a substantial impact on price or terms and conditions where they have a substantial impact on price, it must promptly make the more favourable price available to all Eligible Customers entitled to the benefit of this Agreement for future Orders, and amend Schedule 3 accordingly.

5.5 TAXES, DUTIES AND GOVERNMENT CHARGES

- 5.5.1 Excepting clause 5.5.2 to 5.5.5 inclusive, the Contractor is liable for all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of any Contract arising out of this Agreement.
- 5.5.2 No amount is payable under this Agreement or a Contract until a Correctly Rendered Invoice is received.
- 5.5.3 If there is any abolition or reduction, increase or introduction of any tax, duty, excise or statutory charge the Consideration payable for the Deliverable must be varied so that the Contractor's net dollar margin for the Deliverable remains the same.
- 5.5.4 Any contract entered into by a Party to this Agreement or a contract with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Agreement or a Contract, must include a clause in equivalent terms to clause 5.5.2.
- 5.5.5 The Parties agree that all amounts payable or Consideration given by a Party to the other under this Agreement are inclusive of all taxes, duties, excises and statutory charges.
- 5.5.6 Any reference in this Agreement or in a Contract to a cost or expense to be reimbursed by one Party to another Party includes any GST payable in connection with a Taxable Supply to which that cost or expense relates, less the amount of any input tax credit that the Party requiring the reimbursement is entitled to claim.

6. Formation of Contract

6.1 CREATION OF CONTRACT

6.1.1 A Contract between a Contractor and Customer will be created under this Agreement upon:

- (a) the Parties mutually agreeing to the Order Details and any Additional Conditions; and
- (b) the Customer and the Contractor signing the Order on the agreed terms, including by way of an electronic communication with the Contractor.

6.1.2 The Parties acknowledge and agree that each time a Customer places an Order with the Contractor in accordance with clause 6.1.1, a separate Contract is created which will take effect from the Commencement Date.

6.1.3 No legal or equitable rights or obligations in relation to a Product or Service arise between a Customer and the Contractor unless and until a Contract has been created.

6.2 NON-COMPLETION OF ORDER DETAILS

To the extent that a Customer has not included details relevant to an item in the Order, that item will be deemed not applicable unless the Contract Authority and the Contractor have agreed minimum conditions as to this item under the Agreement.

6.3 ADDITIONAL CONDITIONS IN CONFLICT WITH AGREEMENT

Any Additional Conditions that have an effect that is contrary to the terms and conditions of this Agreement are void and of no legal effect, unless the Contract Authority has given its prior written consent to their inclusion in the Order.

6.4 TERMS AND CONDITIONS OF CONTRACT

The terms and conditions of the Contract are those appearing in:

- (a) the terms of any variation to this Agreement relating to the specified Contract, approved pursuant to this Agreement by the Contract Authority;
- (b) the Modules to this Agreement referenced in or attached to the Order;
- (c) the terms of the Agreement (excluding the Modules) at the Commencement Date; and
- (d) the Order.

Any inconsistency between the above documents shall be determined in the Order of priority from (a), (b), (c) and (d), to the extent of any inconsistency.

6.5 SUPPLY THROUGH APPROVED PARTIES

6.5.1 The Contractor may supply Deliverables to the Customer through Approved Parties as authorised in writing by the Contract Authority or through those listed in the Agreement Details.

6.5.2 If an Order is placed by a Customer with an Approved Party, the Contractor is deemed to have entered into a Contract with the Customer.

6.5.3 The Contractor must ensure that its Approved Parties supply the Deliverables only in accordance with the terms of this Agreement and any Contract pursuant to which the Approved Party is to supply the Deliverables.

6.5.4 If the Contract Authority requires it, the Contractor must arrange for its Approved Parties to

execute a statutory declaration substantially in the form of Schedule 4.

6.5.5 The Contractor's obligations under this Agreement are not affected in any way by the supply through Approved Parties.

6.5.6 The Contractor shall at all times indemnify the Customer and its Personnel against all claims, actions, loss or damage and all other liability arising out of the performance by the Approved Party of the Contractor's obligations under the Contract.

6.6 NOMINEE PURCHASERS

6.6.1 The Contractor must satisfy any Order placed under this Agreement by a Nominee Purchaser, provided that the Nominee Purchaser:

(a) provides its current registration number as given by the Contract Authority;

(b) provides its nominating agency's Australian Business Number (ABN); and

(c) provides the Contractor with the written authorisation of the Contract Authority that includes the details of the Nominee Purchaser's rights to purchase Deliverables under this Agreement.

6.6.2 The terms of this Agreement apply to any Orders placed by the Nominee Purchaser.

6.6.3 If the Contractor makes a supply under the Agreement to an entity purporting to be a Nominee Purchaser, the Contractor is taken to be satisfied that the supply is properly made under this Agreement.

6.7 RESTRICTIONS ON SUPPLYING TO PARTICULAR CUSTOMERS

The Contractor may refuse to supply Deliverables to a particular Customer or Nominee Purchaser provided it has used reasonable endeavours to reach agreement with the Customer or Nominee Purchaser and it has first obtained the Contract Authority's prior written consent to the restriction. The Contract Authority will not act unreasonably in delaying or withholding consent.

7. Conduct and Dispute Resolution

7.1 CO-OPERATION

The Parties must do all they reasonably can to co-operate in all matters relating to the Agreement and/or Contract, but their rights and responsibilities under the Agreement and/or Contract remain unchanged unless the Parties agree in writing to vary them.

7.2 DUTY NOT TO HINDER PERFORMANCE

Each Party must do all it reasonably can to avoid hindering the performance of the other under the Agreement and Contract.

7.3 ISSUE RESOLUTION

7.3.1 The Parties agree to resolve any conflicts or issues between them in relation to this Agreement or any Contracts in accordance with the provisions of clauses 7.3 to 7.5 inclusive and Schedule 5.

7.3.2 The Parties must follow the issue resolution process in clauses 7.4, 7.5 and Schedule 5 which documents the Expert Determination Procedure before either commences legal proceedings or takes similar action except to seek an urgent injunction or declaration.

7.4 AMICABLE RESOLUTION

- 7.4.1 A Party may submit notice ("the Issue Notice") to the other Party of an issue, including a dispute or difference about the meaning or effect of the Agreement or any matter arising under or out of the Contract. The Issue Notice must be submitted within a reasonable time of the Party becoming aware of the issue.
- 7.4.2 The Party submitting the Issue Notice must submit it to the other Party's authorised representative.
- 7.4.3 If a Party submits an Issue Notice under this clause, each Party will nominate in writing, within 7 days, a senior executive. The nominated senior executives will promptly confer at a time and place that is mutually convenient to resolve the issue. The nominated senior executives may invite other Personnel to attend the mutually convenient conference subject to a list of additional invited Personnel being provided to the other nominated senior executive at least 24 hours prior to the conference.
- 7.4.4 If the Parties are able to agree upon a resolution to the dispute, the terms of the agreement are to be documented and signed by both nominated senior executives. Such an agreement will be binding on both parties.
- 7.4.5 Each Party will bear its own costs under this clause 7.4.

7.5 REFERRAL TO EXPERT DETERMINATION

- 7.5.1 A Party is not entitled to refer an issue to Expert Determination until 21 days after the submitting of the Issue Notice and the issue resolution process in clause 7.4 has failed to resolve the dispute within that 21 day period.
- 7.5.2 A Party may only refer an issue to Expert Determination by submitting Notice in Writing specifying the issue to be decided ("the Referral Notice").
- 7.5.3 The Party submitting the Referral Notice must submit the Referral Notice to the other Party.
- 7.5.4 If the Contract Authority is not the referring party or has not received a notice pursuant to clause 7.5.3, the referring party will provide a copy of the Referral Notice to the Contract Authority.
- 7.5.5 Upon referring an issue to Expert Determination, the Parties will be bound by the provisions and procedures contained in Schedule 5.
- 7.5.6 If a Referral Notice has not been submitted within 28 days of becoming entitled under clause 7.5.1 then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings). The Customer and the Contractor may, in writing, agree to extend this 28 day period for the purposes of continuing to negotiate a resolution of a particular dispute for up to another 28 days.
- 7.5.7 Notwithstanding the existence of a dispute each Party shall continue to perform its obligations under the Agreement and Contract.
- 7.5.8 Unless the Parties otherwise agree in writing this clause 7 does not apply to disputes the subject matter of which exceeds the amount nominated in Item 12 of Schedule 1. In the event that the Parties are unable to agree on the amount of the subject matter, then either Party may submit an Issue Notice to the other Party and the provisions of this clause 7 shall be followed for the sole purpose of determining the amount in dispute.

8. Risk Management

8.1 MINIMUM INSURANCE REQUIREMENTS

- 8.1.1 The Contractor must hold and maintain, and must take all reasonable steps to satisfy itself

that its subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances for the Term:

- (a) public liability insurance with an indemnity of at least the amount specified in item 8 (a) of the Agreement Details in respect of each claim;
 - (b) products liability insurance with an indemnity of at least the amount specified in item 8 (b) of the Agreement Details for the total aggregate liability for all claims arising out of the Contractor's products for the period of cover, ;
 - (c) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees;
 - (d) professional indemnity insurance with an indemnity of at least the amount specified in Item 8 (c) of the Agreement Details. The professional indemnity insurance must:
 - (i) indemnify the Contractor for its liability to the Contract Authority and the Customer in respect of the Services and any Products supplied pursuant to or ancillary to the Services;
 - (ii) be maintained by the Contractor for the period specified in Item 8 (c) of the Agreement Details;
- and
- (iv) include, satisfactory to the Contract Authority, a description of the risk covered by the policy; and
- (e) such other insurances as are specified in item 8 (d) of the Agreement Details, or as the Contract Authority reasonably requires.

8.1.2 Sub-contractors need not hold and maintain the insurance policies required in clause 8.1.1 for the same amounts of coverage as the Contractor where the price of their sub-contract is less than the Contractor's price to the Contract Authority or Customer.

8.1.3 All policies of insurance must be effected with an insurer Rated A- or better by AM Best or an equivalent rating organization. The Contractor must notify its subcontractors, the Contract Authority and its Customers of any material variation or cancellation of any policy of insurance required to be held and maintained pursuant to clause 8.1.1.

8.1.4 The Contractor must, and must ensure that all its subcontractors, as soon as practicable, inform the Contract Authority and the Customer in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Agreement and which may have any material effect upon the obligations of the Contractor under clauses 8.1.1, 8.1.2 and 8.1.3. The Contractor must ensure that the Contract Authority and the Customer are kept fully informed of subsequent action and developments concerning the claim.

8.1.6 The Contractor must when requested in writing by the Contract Authority:

- (a) supply such proof as may reasonably be required that all insurance policies required to be effected by this Agreement are current; and
- (b) arrange for its insurer or insurance broker to complete and sign a "Confirmation of Insurances Obtained Form" substantially in the form of Schedule 6, and on-send this to the Contract Authority within 30 days of the request.

8.1.7 If the Contractor fails to comply with clauses 8.1.1, 8.1.2, 8.1.3 or 8.1.4, the Contract Authority may treat the failure as a Substantial Breach of the Agreement.

8.1.8 Where the Contractor is insured under a parent company's or holding company's insurance

policy, that insurance policy must clearly extend coverage to the Contractor in accordance with clause 8.1.1.

- 8.1.9** The effecting of insurance does not limit the liabilities or obligations of the Contractor under the other provisions of this Agreement.
- 8.1.10** In addition to any insurances provided by the Contractor under this Agreement, the Contractor agrees to effect any insurances required by the Customer and specified in the Order, in accordance with the provisions of this clause 8.1.
- 8.1.11** Where the Contractor does not wish to effect insurance through a recognised insurer or insurance broker as required by clause 8.1.1, it may make application to the Contract Authority supported by such documentation (including but not limited to financial records, details of claims made, and licences from the relevant licensing authority) as is reasonably required by the Contract Authority to be exempted from the provisions of clauses 8.1.1 – 8.1.8. The Contract Authority in its absolute discretion may accept, conditionally accept or reject the Contractor's application.
- 8.1.12** Without limiting the conditions under which the Contract Authority may signify its acceptance under clause 8.1.10, the Contract Authority may require the Contractor to ensure that all its subcontractors hold the relevant insurance policies required by clause 8.1.1.
- 8.1.13** Where the Contract Authority has accepted the Contractor's application under clause 8.1.10, the Contractor must, and must ensure that all its subcontractors, as soon as practicable, inform the Contract Authority and the Customer in writing of the occurrence of an event that may give rise to a claim which may have a substantial impact on the Contractor's ability to meet its potential liabilities arising from a Contract or this Agreement, and must ensure that the Contract Authority and the Customer are kept fully informed of subsequent action and developments concerning the claim.

8.2 FINANCIAL SECURITY

- 8.2.1** The Contract Authority may from time to time on reasonable grounds notify the Contractor in writing that it must provide a Financial Security substantially in the form of the agreement set out in Schedule 7. The Contractor must, following such a request, ensure that the Financial Security is provided before the placement of any further Orders under this Agreement by a Customer.
- 8.2.2** The Financial Security will be held as security for the due and proper performance and completion of all the obligations of the Contractor under this Agreement and any Contracts.
- 8.2.3** The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution ("Issuer") acceptable to the Contract Authority.
- 8.2.4** If the Contractor fails to properly perform and complete its obligations under this Agreement or a Contract and the Contract Authority or the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Contract Authority or the Customer may deduct any or all such loss or damage (as ascertained and certified by the Contract Authority) from the Financial Security.
- 8.2.5** If the Financial Security is not sufficient to meet payment of all the loss or damage suffered by the Contract Authority or the Customer, the balance remaining will be a debt due and owing from the Contractor to the Contract Authority or the Customer and may be recovered by the Contract Authority or the Customer in accordance with clause 16.3.
- 8.2.6** The Contractor agrees that the Contract Authority or the Customer will have no liability for any loss or damage suffered or incurred by the Contractor where the Contract Authority or the Customer exercises its rights under this clause in good faith.
- 8.2.7** The Contractor waives any rights it may have to obtain an injunction or otherwise prevent the Contract Authority or the Customer from making a claim or receiving a payment under the

Financial Security. This clause 8.2.7 does not prevent the Contractor from taking action to recover from the Contract Authority or the Customer any amount invalidly received by the Contract Authority under any such Financial Security.

8.2.8 The Financial Security must be released to the Contractor (or to whom the Contractor directs) if:

- (a) the Contractor has fully performed and discharged all of its obligations under this Agreement or a Contract; and
- (b) in the reasonable opinion of the Contract Authority or the Customer as applicable, there is no prospect that money or damages will become owing (whether actually or contingently) by the Contractor to the Contract Authority or the Customer.

8.2.9 The Customer may on reasonable grounds specify in the Order or otherwise request in writing, a Financial Security where one has not previously been provided or an increase in the Financial Security provided by the Contractor at the request of the Contract Authority or a Customer. The Contractor must provide the security required by the Customer in accordance with the provisions of this clause 8.2. The Customer shall not be obliged to make any further payments under the Contract, whether or not such payments are due, until such security has been provided.

8.2.10 Upon performance of part of the Contract to the satisfaction of the Customer, the Contractor may request the Customer to consent to the discharge of the security provided pursuant to clause 8.2.9 and the substitution of another security in substantially the same form but for a lesser maximum aggregate sum. The Customer shall not unreasonably withhold its consent to the substitution where the part performance of the Contract has proportionately reduced the risk for which the security was originally provided.

8.3 PERFORMANCE GUARANTEE

8.3.1 If requested by the Contract Authority or the Customer on reasonable grounds, the Contractor must arrange for a guarantor approved in writing by the Contract Authority or the Customer to enter into an agreement with the Contract Authority or the Customer substantially in the form of the agreement set out in Schedule 8.

8.3.2 The Customer may on reasonable grounds specify in the Order or otherwise request in writing, a Performance Guarantee where one has not previously been provided or additional guarantors where a Performance Guarantee has been provided by the Contractor at the request of the Contract Authority or a Customer. The Contractor must provide the guarantee required by the Customer in accordance with the provisions of this clause 8.3.

8.4 REDUCTION OF LIABILITY

8.4.1 The liability of a Party for any loss or damage sustained by the other Party will be reduced proportionately but only to the extent that any wrongful (including negligent) act or omission of the other Party or its Personnel caused or contributed to the loss.

8.4.2 The Contractor will not be held accountable for a failure to meet its contractual obligations to the extent that the failure is attributable to the provision by the Customer of inaccurate or incomplete information which is required by the Contractor for the purposes of the Contract. The Contractor must notify the Customer as soon as practicable if it becomes aware that the provision by the Customer of incomplete or inaccurate information in any instance might prevent the Contractor from complying with its obligations under this Contract.

8.5 LIMITATION OF LIABILITY

8.5.1 Subject to clause 8.5.5, the Contractor's liability under a Contract in respect of each occurrence giving rise to any action is limited to the amount set out in item 16 of the Agreement Details. Should item 16 not be completed, the Contractor's liability under a Contract will remain uncapped.

8.5.2 Subject to clause 8.5.5, the Contract Authority may consent to the capped liability outlined in clause 8.5.1 being further reduced under a Contract in the following circumstances:

- (a) the Contractor is in a Small to Medium Enterprise category under the Agreement in which event liability can be capped at the upper limit of insurance specified in the Order form Part B1(a) (per event);
- (b) Contractor is offering telecommunications services under the Agreement which involve end-to-end multi carrier networks without umbrella service level contracts and/or physical network assets which are in the public domain, the liability can be capped at the upper limit of insurance specified in the Order form Part B1(a) (per event).

8.5.3 To the extent that the Contractor's liability under a Contract is not capped in accordance with clauses 8.5.1 and 8.5.2, liability may only be capped (subject to clause 8.5.5) if:

- (a) a risk management plan consistent with AS/NZ 4360:2004 is completed by the Customer and/or Contract Authority, and the Contractor; and
- (b) the Contract Authority has approved in writing the risk management plan and the liability cap sought.

The risk management plan must include at least:

- (a) a description of the procurement context;
- (b) an identification and schedule of potential risks and their impacts;
- (c) an assessment of risk likelihood and consequences;
- (d) a risk treatment plan; and

must be provided substantially in the form of Schedule 13.

The Parties will each bear their own costs in completing the risk assessment.

8.5.4 The Customer and the Contractor may agree to increase the amount of the cap on liability in relation to a Contract set under clause 8.5.1 upon such terms as they mutually agree and such agreement must be included in the Order.

8.5.5 The liability of the Contractor under the Contract in respect of the following occurrences will be unlimited:

- (a) personal injury (including sickness and death);
- (b) loss of, or damage to, tangible property;
- (c) breach of a Statutory Requirement,
- (d) infringement of a third party's intellectual property rights.

including liability under any indemnities provided under clause 11.1 in relation to any such occurrences.

8.5.6 In clause 8.5 "occurrence" means either a single occurrence, or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.

8.5.7 The Parties' liability does not include Consequential Loss.

9. Information Management

9.1 CONFIDENTIALITY

- 9.1.1 Except to the extent necessary to comply with any Statutory Requirements or government policy relating to the public disclosure of Confidential Information, neither Party will make public, disclose or use any Confidential Information of the Other Party except in accordance with this Agreement or a Contract, unless the other Party gives its prior written consent.
- 9.1.2 Each Party may disclose the Confidential Information of the Other Party to its Personnel where the disclosure is essential to carrying out their duties for the purposes of this Agreement or a Contract.
- 9.1.3 Each Party must ensure that any Confidential Information of the Other Party is used solely in connection with, or for the purposes of fulfilling its obligations under, this Agreement or a Contract.
- 9.1.4 The Contract Authority or the Customer may at any time require the Contractor to arrange for its Personnel engaged in the performance of this Agreement or a Contract to execute without delay a Deed of Confidentiality substantially in the form of Schedule 9.
- 9.1.5 If specified in the Order, the Contractor may disclose or use any information about a Contract where such information is in respect of know-how, techniques or methodologies which may be gained by the Contractor during the period of the Contract or disclosed by the Customer pursuant to a Contract except where such disclosure or use would infringe the Intellectual Property of any other person.
- 9.1.6 This clause 9.1 shall survive the termination or expiry of the Agreement or a Contract for a period of six years.

9.2 INTELLECTUAL PROPERTY

- 9.2.1 Subject to clauses 9.2.2 and 9.2.3, all Intellectual Property in the Deliverables shall immediately vest upon their creation in the Customer without further need for assurance.
- 9.2.2 Nothing in this clause 9.2 will affect the ownership of any Intellectual Property in any tools, software (including source or object code), object libraries, methodologies and materials ("Materials") which came into existence independently of this Agreement and are used to produce or are incorporated into a Deliverable. Where the Intellectual Property in such Materials are owned by the Contractor or a third party, the Contractor grants and will ensure that relevant third parties grant to the Customer, at no additional cost a perpetual, non-exclusive, transferable licence which, at a minimum, permits the Customer:
- (a) to use, reproduce and adapt such Materials for its own use in connection with, or for the operation, support and/or use of, any Deliverable; and
 - (b) where and only to the extent specified in the Order, to perform any other act with respect to copyright or to manufacture, sell, hire or otherwise exploit the items or to license any third party to do any of those things in respect of the Materials.
- 9.2.3 The Customer and Contractor may specify in the Order that certain Intellectual Property in a Deliverable or Deliverables does not vest in the Customer under this Agreement. To the extent specified in the Order, Intellectual Property in the Deliverables vests on creation in the Contractor. In that event, the Contractor grants a perpetual, non-exclusive and transferable licence to the Customer to use, reproduce and adapt such Deliverables to support the Customer's business and administrative processes.
- 9.2.4 The Customer grants the Contractor a non-exclusive, non-transferable licence for the Contract Period to use the Customer's Materials to the extent necessary for the Contractor to provide the Deliverables.

- 9.2.5 In this clause 9.2, a reference to a licence being transferable, means that that licence may be transferred from the Customer to another Agency within the same tier of government as the Customer.

10. Access and Security

10.1 ACCESS TO CUSTOMER'S SITE

- 10.1.1 Where the Customer provides the Contractor with access to the Customer's Site, the Contractor shall:

- (a) ensure that its Personnel comply with the reasonable requirements and directions of the Customer with regard to conduct, behaviour, safety and security; and
- (b) be liable for any damage to the extent that such damage is caused by its Personnel on the Customer's Site.

- 10.1.2 Access to the Customer's Site may be temporarily denied or suspended by the Customer, at its sole discretion.

- 10.1.3 Except where denial of access is due to an adverse finding arising out of an investigation into the conduct of the Contractor or its Personnel, the Customer must give a reasonable extension of time to complete any obligations affected by the denial of access.

- 10.1.4 The Customer must reimburse the Contractor its reasonable, unavoidable and substantiated costs caused by the denial of access (except where the denial is related to an investigation into the conduct of the Contractor or its Personnel). Reimbursement of those costs shall be in total satisfaction of the liability of the Customer to the Contractor in respect of the denial of access.

10.2 PRIVACY

- 10.2.1 During this Agreement or a Contract, the Contractor must comply with its obligations under Schedule 10 and any Statutory Requirements relating to privacy.

- 10.2.2 The Contractor must immediately notify the Contract Authority or the Customer when the Contractor becomes aware of or receives a complaint relating to a breach of this clause 10.2 by its Personnel or Approved Parties.

- 10.2.3 The Contractor will indemnify the Contract Authority and the Customer in respect of any loss, liability or expense incurred and arising out of or in connection with the Contractor's breach of any obligations under or pursuant to this clause 10.2.

- 10.2.4 The Contract Authority or Customer must give the Contractor fourteen days Notice in Writing of an intention to claim a liability, loss or expense in accordance with clause 10.2.3 including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.

- 10.2.5 This clause 10.2 will survive the termination or expiry of this Agreement or relevant Contract for a period of six years.

10.3 SECRECY AND SECURITY

- (a) The Contractor shall comply and shall ensure that its Personnel comply with the secrecy and security requirements of the Customer as set out in the Order, or as notified in writing by the Customer to the Contractor from time to time.
- (b) Should the Customer provide notice of additional secrecy and security requirements subsequent to the Commencement Date, the Contractor is entitled to be reimbursed by the Customer for any expenses incurred in complying with such requirements.

- (c) Should the Customer provide notice of additional secrecy and security requirements subsequent to the Commencement Date, the Contractor will be entitled to an extension of time to the extent that any delay is caused by complying with the requirements.
- (d) In relation to paragraphs (b) and (c) the Contractor will mitigate any expenses incurred or delay caused as a result of complying with the requirements.

11. Contractor's Obligations

11.1 GENERAL INDEMNITY FOR CONTRACT AUTHORITY AND CUSTOMER

- 11.1.1 The Contractor will be liable in respect of, and indemnifies, and will keep indemnified, the Contract Authority and the Customer (including their Personnel) against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together, "the Loss") as a result of any wrongful (including negligent) act or omission of the Contractor or its Personnel or subcontractors in the performance of this Agreement.

The Contract Authority and the Customer must use their best endeavours to mitigate any Loss under the indemnity set out in this clause.

- 11.1.2 The Contractor's liability in respect of any indemnity provided under:

- (a) this clause 11.1.1; or
- (b) any of clauses 6.5.6, 10.2.3 and 11.11.2,

will be subject to any applicable limitations on liability contained in clause 8.5.

- 11.1.3 The Contract Authority and the Customer must use their best endeavours to mitigate any Loss under the indemnity set out in this clause.

- 11.1.4 This clause 11.1 will survive the termination or expiry of this Agreement or any Contract for a period of six years.

11.2 INDEMNITY – THIRD PARTY CLAIMS

- 11.2.1 The Contractor must indemnify the Contract Authority and the Customer (including their Personnel) against a loss or liability that has been incurred by the Contract Authority or the Customer as the result of any claim made by a third party:

- (a) where that loss or liability, including personal injury, death or property damage, was caused or contributed to (but only to the extent of that contribution) by any wrongful (including negligent) act or omission by the Contractor or its Personnel;
- (b) where that loss or liability arises from a claim made or threatened against the Customer in which it is alleged that a Deliverable (including the Customer's use of a Deliverable) infringes the Intellectual Property, including the Moral Rights of a third party or individual who has performed work under the Contract on behalf of the Contractor.

- 11.2.2 For the purposes of clause 11.2.1(b) an infringement of Intellectual Property rights includes unauthorised acts which would, but for the operation of the Patents Act (Cth) 1990 s.163, the Designs Act (Cth) 2003 ss 96, 100, the Copyright Act (Cth) 1968 s.183 and the Circuits Layout Act (Cth) 1989 s.25, constitute an infringement.

- 11.2.3 The Customer may in its discretion permit the Contractor, at the Contractor's expense, to handle all negotiations for settlement of such claim and, as permitted by law, to control and direct any litigation that may follow a claim under clause 11.2.1, subject to the Contractor agreeing to comply at all times with the Customer's reasonable directions and government

policy relevant to the conduct of the litigation.

- 11.2.4** Where the Customer permits the Contractor to handle the claim, the Customer will, upon the Contractor confirming its obligations under the indemnity in clause 11.2.1, provide the Contractor with reasonable assistance in defending, settling or otherwise conducting the claim at the Contractor's expense.
- 11.2.5** Notwithstanding clause 11.2.1, the Contractor shall not be required to indemnify the Contract Authority if a Customer institutes legal proceedings against the Contract Authority for a breach of the Authority's obligations to the Customer.
- 11.2.6** Without prejudice to the Customer's rights under clause 11.2.1 if a claim of infringement of Intellectual Property rights is made by a third party, the Contractor must with the consent of the Customer, at the Contractor's expense, either:
- (a) obtain for the Customer the right to the continued use of the Deliverable; or
 - (b) replace or modify the Deliverable so that the alleged infringement ceases and the replaced or modified Deliverable provides the Customer with equivalent functionality and performance as required in the Contract Specifications.
- 11.2.7** This clause 11.2 will survive the termination or expiry of this Agreement or any Contract for a period of six years.
- 11.2.8** Notwithstanding any other provision of this Agreement (including clause 8.5 and clause 11.1), the liability of the Contractor under this clause 11.2 will be unlimited.

11.3 CONTRACTOR'S WARRANTIES

11.3.1 The Contractor warrants until the end of the Warranty Period that:

- (a) it has the right and authority to enter into this Agreement and any Contract;
- (b) to the best of its knowledge, no Conflict of Interest of the Contractor or its Personnel exists or is likely to arise in the performance of their obligations under this Agreement or any Contract;
- (c) the information provided by the Contractor as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its Personnel, after making due enquiry, is correct to the best of its knowledge;
- (d) to the best of its knowledge it has obtained all licences, approvals and consents necessary to grant any rights or perform any obligations under this Agreement or any Contract;
- (e) to the best of its knowledge the Deliverables do not infringe the Intellectual Property or Moral Rights of a third party;
- (f) if any information in this clause ceases to remain correct or accurate, it will immediately notify the Contract Authority and Customer; and
- (g) if a Virus is introduced into the Customer's data processing systems as a result of the supply by the Contractor or an Approved Party of a Deliverable or any wrongful act (including negligent) or omission by the Contractor or its Personnel, then the Contractor, must at its own cost and expense, immediately remove or allow the Customer to remove the Virus and reinstate the affected Deliverable.

This clause, with the exception of subclause (g), survives for a period of six years the termination or expiry of this Agreement and any Contract.

11.4 PRODUCT AND SERVICE WARRANTIES

11.4.1 In relation to a Deliverable that comprises Products, the Contractor warrants, until the end of the Warranty Period, that each Product:

- (a) will be supplied in accordance with the requirements of the Contract;
- (b) will be free from any charge or liability;
- (c) shall be new unless otherwise specified in the Order and shall conform to the Contract Specifications;
- (d) shall conform to the description and model number provided by the Contractor; and
- (e) shall be free from material defects in workmanship.

11.4.2 In relation to a Deliverable that comprises Services, the Contractor warrants, until the end of the Warranty Period, that:

- (a) the Contractor will provide the Services in accordance with the requirements of the Contract and with due care and skill;
- (b) where specified in the Order, the Contractor has established quality assurance arrangements for the provision of the Services and will comply with and maintain those quality assurance arrangements during the Contract Period; and
- (c) the Contractor will not enter into any arrangement that impedes or is likely to hinder its provision of the Services in a manner, and to a standard, that is not satisfactory to the Customer without obtaining the Customer's prior written consent.

11.5 RECTIFICATION OF DEFECTS

11.5.1 If a Defect occurs during the Warranty Period, the Contractor will promptly undertake any remedial work or supply a replacement in respect of the affected Deliverable at no charge including where applicable, supplying an Update or New Release.

11.5.2 Any remedial work or replacement provided in accordance with clause 11.5.1, is warranted by the Contractor to the same extent as the Deliverable, from completion of that rectification work or replacement.

11.5.3 Where the Contractor does not comply with clause 11.5.1 within a reasonable time of becoming aware of a Defect, the Customer may perform or have performed the necessary rectification work and the reasonable costs incurred shall be a debt due by the Contractor to the Customer and recoverable in accordance with clause 16.3.

11.5.4 Subject to clause 11.5.5, any work performed by or on behalf of the Customer pursuant to clause 11.5.3 shall not have the effect of invalidating any warranty provided by the Contractor under the Contract. The Contractor shall not be required to provide a warranty for the work performed or to fix any problems caused solely by a third party arising from the rectification work.

11.5.5 The Contractor shall not be liable at any time under this clause 11.5 for any Defect in any Deliverable resulting from any failure of the Customer to use the Deliverable in compliance with any Documentation supplied to the Customer.

11.6 THIRD PARTY WARRANTY

11.6.1 Where the Contractor supplies Deliverables that have been procured from third parties, the Contractor shall as soon as reasonably practical provide to the Customer written notification of any details of any warranties given by the third parties.

11.6.2 The Contractor must if requested by the Customer, at the Customer's expense, and subject to

the agreement of the third party, procure the assignment of those third party warranties to the Customer within a reasonable period of the request. Any third party warranties so assigned do not relieve the Contractor from its obligation to comply with the Contractor's warranties under the Contract.

11.7 COMPLIANCE WITH LAWS, STANDARDS AND CODES

The Parties must, in performing their obligations under the Contract, comply with:

- (a) all Statutory Requirements;
- (b) the codes, policies, and guidelines specified in the Schedule 1; and
- (c) those standards specified in the Schedule 1.

11.8 INDUSTRIAL RELATIONS ISSUES

The Contractor must immediately notify the Customer of any industrial relations issues that materially adversely affect or are likely to materially adversely affect the Contractor's or its Personnel's performance under the Contract.

11.9 LICENCES AND APPROVALS

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

11.10 KEEPING OF RECORDS AND ACCESS TO RECORDS

The Contractor must keep accurate and detailed financial records and other information relevant to the performance of the Contract. The Contractor must give the Customer access to and copies of such records and information (excluding information relating to profit margins) within a reasonable time of a written request from the Customer.

11.11 CONTRACTOR'S OBLIGATIONS - CUSTOMER SUPPLIED ITEMS (CSI)

11.11.1 The Contractor must:

- (a) not use any CSI other than for the purposes of the Contract without the prior written consent of the Customer;
- (b) not part with possession of any CSI unless the Customer has provided its prior written consent, nor create or allow the creation of any lien, charge or mortgage over any CSI;
- (c) take all reasonable care of all CSI including accounting for, preserving, installing or handling where applicable in accordance with the Contract Specifications;
- (d) pay the costs, if any, set out in the Order, for CSI;
- (e) not modify any CSI without the prior written consent of the Customer;
- (f) promptly inform the Customer of any loss, destruction or damage to any CSI; and
- (g) comply with any instruction of the Customer for preserving, forwarding or disposal of any damaged CSI.

11.11.2 The Contractor shall indemnify the Customer for any loss or destruction of, or damage to any CSI caused by a breach of the Contract by any unlawful or negligent act or omission of the Contractor or its Approved Parties.

11.11.3 If no longer required for the purposes of the Contract, the CSI must be returned to the Customer as soon as practicable unless other arrangements are agreed by the Parties.

11.12 REPORTS

The Contractor must provide to the Customer the reports specified in the Order in the time frame and format either agreed in the Order or as required by the Customer.

12. Customer's Obligations

12.1 CUSTOMER TO PROVIDE INFORMATION

12.1.1 The Customer must include in or annex to the Order its Statement of Requirements.

12.1.2 During the Contract Period the Customer must as soon as practicable when required under a Contract:

- (a) make available to the Contractor all relevant instructions, information, data, documents, specifications, plans, drawings and other materials; and
- (b) answer queries made by the Contractor relating to the Customer's requirements in connection with a Contract.

12.2 CUSTOMER'S OBLIGATIONS - CUSTOMER SUPPLIED ITEMS (CSI)

12.2.1 The Customer shall provide the CSI specified in the Order.

12.2.2 The CSI must comply with Contract Specifications.

12.2.3 Provided the Contractor complies with its obligations under clause 11.11 the Customer must repair or replace CSI within a reasonable time of becoming aware that the CSI does not comply with the Contract Specifications.

12.3 SITE PREPARATION

Subject to clause 15.5, the Customer is responsible for Site preparation and maintenance of Site conditions to enable the supply of a Deliverable, unless otherwise specified in the Order.

12.4 CUSTOMER'S RIGHTS

The Customer shall have the right to appoint a representative of the New South Wales Government to act as its agent for the purpose of exercising any of the Customer's rights arising from the contract.

13. Personnel

13.1 RESTRICTION ON ENGAGING PERSONNEL OF OTHER PARTY

13.1.1 The Customer and the Contractor agree that neither Party may, without the prior written agreement of the other Party, engage, employ or induce or cause a third party to induce the other Party's Personnel engaged in the performance of the Contract to enter into a contract for service or a contract of employment with it.

13.1.2 The restriction referred to in clause 13.1.1 shall apply during the performance of the Contract and for a period of six months after termination or expiry of the Contract.

13.1.3 A general solicitation for employment such as a newspaper advertisement shall not constitute a breach of this clause 13.1.

13.2 CONTRACTOR'S PERSONNEL

13.2.1 The Contractor must employ only such persons in respect of the Contract who:

- (a) are skilled and experienced in the provision of the Services or similar Services; and
- (b) hold all necessary qualifications, licences, permits and authorities (where applicable).

13.3 CUSTOMER'S PERSONNEL

13.3.1 The Customer shall make available Personnel to work with the Contractor and the Parties will identify such personnel and their roles in the Order.

13.3.2 The Customer must use reasonable efforts to ensure that Personnel made available to work with the Contractor have the requisite qualifications, competencies, skills, and experience to perform the tasks.

13.3.3 The Contractor must ensure a safe system of work for any Personnel made available by the Customer that perform work under the control and direction of the Contractor.

13.4 REMOVAL OF SPECIFIED PERSONNEL

If Specified Personnel are unable or not suitable in the reasonable opinion of the Customer to undertake the work assigned to them the Contractor shall promptly provide replacement personnel acceptable (on reasonable grounds) to the Customer at no additional charge.

13.5 SUB-CONTRACTING

13.5.1 The Contractor must not subcontract any work under the Contract without obtaining the prior written consent of the Customer which will not be unreasonably withheld, and which may be given on such conditions as the Customer thinks fit.

13.5.2 The Contractor:

- (a) must ensure that the subcontractor is aware of all the terms and conditions of the Contract that are relevant to the subcontractor's performance of any work;
- (b) shall not be relieved of its liabilities and obligations arising out of a Contract by subcontracting any work and shall be responsible for all the subcontractors' acts or omissions;
- (c) must ensure that it has the right to terminate any sub-contract in accordance with the provisions of clause 18.4; and
- (d) must ensure that the subcontractor immediately ceases work upon receipt of a Notice in Writing from the Customer of withdrawal of the consent given under clause 13.5.1.

13.5.3 If required by the Customer, the Contractor shall obtain from the subcontractor a signed statutory declaration substantially in the form of Schedule 4.

14. Performance of the Contract

14.1 DELIVERY NOTIFICATION

The Customer must specify in the Order any Deliverables required by the Customer, specifying:

- (a) the required nature and volume of the Deliverables;
- (b) the dates for the delivery of those Deliverables; and
- (c) the Site for that delivery.

14.2 DELIVERY

14.2.1 The Contractor must deliver any Deliverables to the Site between the hours specified in the Order or as otherwise agreed between the Contractor and the Customer.

14.2.2 The Contract Price is inclusive of any additional or separate delivery costs, except where otherwise specified in the Order.

14.3 REJECTION AND ACTUAL ACCEPTANCE DATE

14.3.1 The Customer may reject Deliverables in the event that the Deliverables:

- (a) are defective or not in good order and condition; or
- (b) do not comply with or perform substantially in accordance with the Contract Specifications; or
- (c) fail any Acceptance Tests.

14.3.2 The Actual Acceptance Date (AAD) for a Deliverable occurs:

- (a) where Acceptance Tests are not required, five business days or such other period that is specified in the Order following the delivery of a Deliverable in accordance with the Contract; or
- (b) where Acceptance Tests are required, on the date the Customer issues a certificate of acceptance within the Acceptance Notification Period.

14.3.3 The AAD for a Deliverable will occur, in all cases other than those specified in clause 14.3.2, on the date acceptance is deemed to have occurred in clause 14.5.12.

14.4 REJECTION NOTIFICATION

14.4.1 The Customer may issue a rejection notice at any time prior to acceptance in accordance with clause 14.3. The rejection notice shall provide instructions to the Contractor relating to the removal, replacement, modification, rectification and/or redelivery of any rejected Deliverables. The Contractor must, at the Contractor's expense, comply with the rejection notice within a reasonable time.

14.4.2 The Parties may agree to any reduction in the Contract Price as an alternative to the rejection of the Deliverable.

14.5 ACCEPTANCE TESTING

14.5.1 If specified in the Order, Acceptance Tests must be conducted in relation to the Deliverables and the following provisions in this clause 14.5 will apply.

14.5.2 The Customer must, in consultation with the Contractor, include in the Order an Acceptance Test plan which may include:

- (a) identification of the Deliverables or part thereof to be tested;
- (b) allocation of each Party's responsibilities in relation to testing;
- (c) scheduling of Acceptance Tests;
- (d) the testing methodology to be applied; or
- (e) any other information specified in the Order.

- 14.5.3** The Customer is responsible for setting the Acceptance Criteria for the acceptance of a Deliverable and the preparation, reliability and effectiveness of any data, methodology or process related to any Acceptance Test, as specified in or relevant to the Acceptance Criteria.
- 14.5.4** The Customer's representative must be available between the hours of 9.00am and 4.00pm on a business day to give any instruction necessary for prompt commencement of any Acceptance Test.
- 14.5.5** Each Party shall provide all reasonable cooperation and assistance to enable the performance of any Acceptance Test.
- 14.5.6** The Parties shall be entitled to observe and, to the extent reasonable, participate in the performance of any Acceptance Test.
- 14.5.7** The Party conducting the Acceptance Test must provide a written test notification specifying:
- (a) a written summary of that Acceptance Test; and
 - (b) the results achieved from that Acceptance Test.
- 14.5.8** The Customer may at any time during the Acceptance Period require the Contractor to carry out Supplementary Tests.
- 14.5.9** Subject to clause 14.5.10 the costs of any Supplementary Tests shall be paid by the Customer.
- 14.5.10** Where the Supplementary Tests establish that the Deliverables do not comply with the Contract Specifications, the costs of such of those Supplementary Tests as were reasonably required to establish non-compliance shall be borne by the Contractor.
- 14.5.11** Where a Deliverable fails an Acceptance Test or part thereof, the Customer may:
- (a) waive the requirement for the Acceptance Test to be satisfactorily completed;
 - (b) require that further reasonable Acceptance Tests be conducted at the Contractor's expense, such tests to be satisfactorily completed in accordance with this clause 14.5 within the period agreed by the Parties;
 - (c) conditionally accept the Deliverable, subject to the Contractor agreeing at its own cost to deliver a work-around or to otherwise rectify any outstanding deficiency, acceptable to the Customer;
 - (d) accept the Deliverable subject to an agreed reduction in the Contract Price; or
 - (e) subject to the Customer having provided the Contractor with at least one opportunity to conduct further Acceptance Tests, the Customer may without limiting any other remedy, reject and require the removal of the Deliverable, or any materials associated with the rejected Deliverable, and the restoration of anything affected by the Deliverable to its pre Contract state.
- 14.5.12** The Customer shall be treated as having accepted any Deliverables in the event that the Customer:
- (a) notifies the Contractor that the Customer has accepted the Deliverables in compliance with this provision;
 - (b) notifies the Contractor that the Customer has accepted any previously rejected Deliverables following replacement, modification, rectification and/or redelivery by the Contractor in compliance with any instruction by the Customer;
 - (c) fails to perform any Acceptance Test within the Acceptance Period for any reason, except

for any delay resulting from any action of the Contractor unless otherwise agreed;

- (d) fails to notify the Contractor of the rejection of the Deliverables within the Acceptance Notification Period unless otherwise agreed; or
- (e) uses the Deliverable for its business purposes without the written consent of the Contractor.

14.6 DOCUMENTATION

- 14.6.1 The Contractor must provide, at no additional cost to the Customer, at least one copy of the Documentation and such material as the Contractor usually makes available free to its other customers, upon supply of the Deliverable to the Customer.
- 14.6.2 Additional copies of the Documentation must, if requested by the Customer, be provided by the Contractor at the Price specified in the Order or if the Price is not specified, at a pre advised commercial price.
- 14.6.3 The Contractor must amend inaccurate Documentation and must promptly supply to the Customer a duly amended version of the Documentation (or part thereof) at no additional cost to the Customer.
- 14.6.4 The Customer may use the Documentation for any training purposes associated with the Deliverables.

14.7 EXTENSION OF TIME

- 14.7.1 Each Party must do all it reasonably can to promptly inform the other of anything that it becomes aware of which is likely to affect the timing, cost or quality of the Deliverables, and the Parties must then investigate how to avoid or minimise any adverse effect on the Contract.
- 14.7.2 The Customer may consent to a request for extension of time provided that the Contractor provides the Customer with a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of any delay.
- 14.7.3 Unless the delay has occurred substantially because of the Customer's failure to perform its obligations in accordance with the Contract, the Contractor will not be entitled to any increase in the Contract Price or any damages, costs or expenses incurred in connection with any delay.

14.8 ESCROW OF SOURCE CODE

- 14.8.1 If specified in the Order the Contractor must arrange:
 - (a) for itself, the Customer and an escrow agent approved by the Customer to enter into an Escrow Agreement in relation to the Escrow Materials; or
 - (b) for the Customer to become a party to an escrow arrangement which already covers the Escrow Materials which the Customer regards as a satisfactory arrangement.
- 14.8.2 Any escrow arrangements to which the Customer becomes a Party under this clause 14.8 must endure for at least the period specified in the Order unless otherwise agreed. The Parties will bear the costs connected with such escrow arrangements in the proportions agreed by them in writing.
- 14.8.3 The Contractor must consult with and comply with the reasonable directions of the Customer in any negotiations with the escrow agent arising under this clause 14.8.

15. Project Management

15.1 APPLICATION OF PROJECT MANAGEMENT CLAUSES

The following clauses 15.1 to 15.12 inclusive apply only if and to the extent specified in the Order.

15.2 MANAGEMENT COMMITTEE

15.2.1 By the date specified in the Order, the Parties must mutually agree and establish a management committee and a process for the conduct of the committee's business.

15.2.2 The management committee must, unless the Parties agree otherwise in writing, consist of the persons specified as its members in the Order.

15.2.3 The management committee must:

(a) review and monitor progress under the Contract and report to the Customer's project officer or other person nominated by the Customer from time to time; and

(b) carry out such other functions as set out in the Order.

15.2.4 The members of the management committee or their authorised representatives must meet weekly at the Customer's offices (unless the Parties agree otherwise) at a time agreed between the Parties.

15.2.5 All members of the management committee must be duly authorised and properly qualified, informed and instructed to enable the committee to properly assess progress under the Contract.

15.3 PROGRESS REPORTING

15.3.1 The Parties must each nominate their respective project managers or officers in the Order or the Project Implementation and Payment Plan.

15.3.2 At least 24 hours prior to a management committee meeting, the Contractor's project manager must submit to the Customer's project officer a report of progress under the Contract, including:

(a) details (including dates) of Deliverables and Milestones commenced, completed or accepted;

(b) any delays or defaults, including reasons and plans for the management of such delays and defaults in respect of the supply of the Deliverables;

(c) draft updates of relevant parts of the Contract Specifications;

(d) any proposed Contract Variations;

(e) reviewing progress of any change request; and

(f) reviewing the risk register.

15.3.3 If the Customer disagrees with the details recorded in the report, then the Customer may place on the record its version of the details.

15.4 CONTRACT REVIEW PROCEDURES

15.4.1 The Parties must at regular intervals, unless otherwise specified in the Order, conduct a service and performance review of the Contractor's performance of the Contract including its

obligations under any Service Level Agreement;

15.4.2 All reviews must be undertaken by representatives of both Parties who have the authority, responsibility and relevant expertise in financial and operational matters appropriate to the nature of the review. Either Party may request the involvement of the Contract Authority in any review.

15.5 SITE SPECIFICATION

15.5.1 The Contractor or an Approved Party must inspect the Site and provide the Customer with a Site Specification for approval.

15.5.2 The Contractor or the Approved Party must make any amendment to the Site Specification that is reasonably required by the Customer following approval providing such amendments are requested prior to the delivery of the Deliverables.

15.6 IMPLEMENTATION PLANNING STUDY

15.6.1 Within the time specified in the Order and prior to the commencement of a project to be implemented under a Contract, the Contractor must complete an implementation planning study.

15.6.2 The implementation planning study must meet the objectives specified in the Order which may include:

- (a) the Contractor's assessment of the scope and complexity of the project;
- (b) required Deliverables;
- (c) resources required (including any resources to be made available by the Customer);
- (d) development of a Project Implementation and Payment Plan or a Service Level Agreement as relevant; or
- (e) any other requirements specified in the Order.

15.7 PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

15.7.1 The Contractor must prepare the PIPP which will include the information specified in the Order, and which will, when approved by the Customer, form part of the Contract Specifications.

15.7.2 The Parties must perform their obligations at the times and in the manner set out in the PIPP.

15.7.3 Subject to clause 17.2, either Party may periodically review the PIPP and may recommend or request a change to the PIPP. Any change to the PIPP may be implemented as a Change Request in accordance with the variation procedures set out in Schedule 12.

15.8 STAGED IMPLEMENTATION AND THE RIGHT TO TERMINATE

15.8.1 The Parties agree to perform the Contract in accordance with the Stages set out in the PIPP.

15.8.2 The formation of the Contract is deemed to be sufficient notification for the purposes of this clause 15.8 to proceed with work in Stage one. The Contractor must not commence any work on Stage two or any subsequent Stage until it receives prior written notification from the Customer to proceed with the work in that Stage.

15.8.3 Nothing in the Contract shall be construed as obliging the Customer to give the notification referred to in clause 15.8.2 in respect of Stage two or any other subsequent Stage.

15.8.4 The Customer's liability to the Contractor for not proceeding to a subsequent Stage shall be

limited to those costs that have been identified in the Order.

15.9 SERVICE LEVEL AGREEMENT

15.9.1 The Parties must perform their obligations in accordance with any Service Level Agreement.

15.9.2 The Parties may in consultation with each other prepare and mutually agree any relevant Service Level Agreement that must be signed by the authorised representatives of each party nominated in the Order.

15.9.3 Subject to clause 17.2, either Party may periodically review the Service Level Agreement and may recommend or request a change to a Service Level Agreement. Any change to a Service Level Agreement may be implemented as a Change Request in accordance with the procedures set out in Schedule 12.

15.10 TIME OF THE ESSENCE / LIQUIDATED DAMAGES

15.10.1 The Contractor acknowledges that time is of the essence in completing any obligations under the Contract where the due date for their performance has been specified in the Order or the PIPP as being an obligation subject to this clause 15.10 ("Due Date").

15.10.2 Where the Contractor has not completed obligations by the Due Date, the Contractor must, if notified by the Customer, pay the Customer liquidated damages except where the delay is caused by:

- (a) an Event,
- (b) the Customer, or
- (c) the delay is permitted by an extension of time granted under clause 14.7, 10.1 or 10.3.

15.10.3 Liquidated damages must be calculated in accordance with the method set out in the Order. Each Party acknowledges that liquidated damages are a genuine pre-estimate of the loss and damage a Customer will suffer as a result of a delay in meeting a Due Date.

15.10.4 The Contractor must pay the liquidated damages from the Due Date until:

- (a) the Contractor successfully completes the obligations in relation to which liquidated damages have been applied; or
- (b) the Customer terminates the Contract;

whichever first occurs but always to a maximum number of days specified in the Order.

15.10.5 Liquidated damages paid under this clause 15.10:

- (a) will be the Customer's sole remedy for any liability arising out of the delay in respect of which liquidated damages were paid; but
- (b) will not relieve the Contractor from any other liability or from meeting any other obligation under a Contract.

15.11 BUSINESS CONTINGENCY ARRANGEMENTS

15.11.1 The Contractor must within the time specified in the Order or as otherwise agreed in writing between the Parties, prepare a Business Contingency Plan for the approval of the Customer.

15.11.2 The Business Contingency Plan must be documented in a form acceptable to the Customer and must be available at all reasonable times for review by the Customer.

15.11.3 The Business Contingency Plan must be reviewed, updated and tested by the Contractor at

the intervals specified in the Order to ensure its relevance and effectiveness.

- 15.11.4** All affected Deliverables must be reinstated by the Contractor in accordance with the Business Contingency Plan in the event of an interruption to the Customer's business that is contemplated by the plan. The Customer must provide the Contractor with any assistance reasonably required by the Contractor to implement the Business Contingency Plan.

16. Payment

16.1 PAYMENT OF CONTRACT PRICE

- 16.1.1** In consideration for the Contractor providing a Deliverable in accordance with the Contract, the Customer must pay the Contractor the Contract Price in the amounts and at the times specified in the Order.
- 16.1.2** The Contract Price shall be fixed for the Contract Period, unless otherwise specified in the Order.
- 16.1.3** A Customer may pay any amount due under the Contract by credit/debit card or electronic facility as stated in the item 10 of the Agreement Detail or the Order.

16.2 INVOICES AND TIME FOR PAYMENT

- 16.2.1** The Parties agree subject to the further provisions of this clause 16.2, that payment for the Deliverables must be made within 30 days after receipt of a Correctly Rendered Invoice.
- 16.2.2** The Contractor must provide any further details in regard to an invoice that are reasonably requested by the Customer.
- 16.2.3** The making of a payment is not an acknowledgment that the Deliverables have been supplied or accepted in accordance with the Contract.
- 16.2.4** If the Customer disputes the invoiced amount the Customer must:
- (a) certify the amount it believes is due for payment; and
 - (b) pay that amount; and
 - (c) if the amount paid under paragraph (b) is less than the amount claimed in the invoice, provide reasons for not paying the unpaid portion.

16.3 SET-OFF/MONEY RECOVERABLE BY THE CUSTOMER

- 16.3.1** Any rebates, fees and liquidated damages, or other damages, losses, and expenses awarded or agreed upon pursuant to clause 7 ('Loss') recoverable by the Customer from the Contractor may be deducted from any money then due to the Contractor under the Contract or Financial Security. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Customer and may be recovered from the Contractor by the Customer in any court of competent jurisdiction.
- 16.3.2** For the purposes of this clause 16.3, the Contract Authority may act for and on behalf of any Customer for the purpose of assessing and certifying any Loss sustained or incurred by the Customer as a result of the breach of the Contract by the Contractor.

16.4 SUSPENSION OF PAYMENTS

A Customer may by Notice in Writing to the Contractor hold back payments to the Contractor without penalty if the Contractor refuses, neglects or fails to perform its obligations under the Contract until such obligations are completed in accordance with the Contract.

16.5 RETENTION OF MONEYS

- 16.5.1** The Customer may retain a proportion of the payment for any Milestones in the amount and for the period identified in a PIPP for the due and proper performance and completion of the Contractor's entire obligations under a Contract incurred prior to the end of the Warranty Period or a period otherwise nominated in the PIPP.
- 16.5.2** The Customer must upon the completion of the Contractor's entire obligations in accordance with the Contract (incurred prior to the end of the Warranty Period or a period otherwise nominated in the PIPP) pay to the Contractor any amount retained under clause 16.5.1.

17. Variations

17.1 AGREEMENT VARIATIONS

Subject to any other rights given under this Agreement to vary its terms, a variation to this Agreement shall not be valid unless effected by agreement in writing signed by both the Contract Authority and the Contractor.

17.2 CONTRACT VARIATIONS

- 17.2.1** Subject to any other rights given under this Agreement to vary the terms of a Contract and the following provisions of this clause 17.2, a Contract Variation shall not be valid unless agreed in writing and signed by both the Customer and the Contractor.

17.2.2 A Contract Variation to:

- (a) Notification of Change in Control (clause 3.4);
- (b) Additional Conditions (clause 6.3);
- (c) Issue Resolution (clauses 7.3 to 7.5 inclusive and Schedule 5);
- (d) Insurance and Liability (clause 8);
- (e) Intellectual Property (clause 9.2);
- (f) Privacy (clause 10.2 and Schedule 10);
- (g) Third Party Indemnity (clause 11.2);
- (h) Termination (clauses 18.1 to 18.5 inclusive);
- (i) Conflict of Interest (clause 19.1);
- (j) No assignment or novation (clause 19.3); and
- (k) Applicable Law (clause 19.7);

shall be void and of no legal effect unless the Contract Authority's prior written consent to such Contract Variation has been obtained by the Customer and the Contractor.

- 17.2.2** If specified in the Order, the Parties must effect a Contract Variation in accordance with the procedures set out in Schedule 12.

18. Termination

18.1 TERMINATION OF THE AGREEMENT

18.1.1 The Contract Authority or the Contractor may by giving at least 60 days' Notice in Writing to the other Party, terminate this Agreement in whole or in part and upon such termination neither Party shall bear any further liability to the other arising out of the termination of this Agreement.

18.1.2 If this Agreement is terminated, discharged or in any other way comes to an end, in whole or in part, whether pursuant to this clause or otherwise, no Contract will be affected in any way, unless the context necessarily requires it.

18.2 TERMINATION OF CONTRACT/AGREEMENT FOR BREACH BY CONTRACTOR

18.2.1 The Customer/Contract Authority may terminate the respective Contract/Agreement for Substantial Breach or the Contractor's Insolvency by Notice in Writing without prejudice to any other right of action or remedy that has accrued or may accrue to either Party.

18.2.2 In the case of Substantial Breach the Customer/Contract Authority must first provide Notice in Writing to the Contractor that it has 14 days to remedy the Substantial Breach or such other longer period specified in the notice.

18.2.3 If the Contractor fails to give the Customer/Contract Authority a notice containing clear evidence that it has remedied a Substantial Breach, or fails to propose steps reasonably acceptable to the Customer/Contract Authority to remedy the Substantial Breach, the Customer/Contract Authority may terminate the Contract/Agreement by Notice in Writing to the Contractor.

18.3 EFFECT OF TERMINATION OF CONTRACT / AGREEMENT

In the event of termination under clause 18.2, the Customer/Contract Authority may:

(a) obtain from any other source a reasonably similar alternative to the Deliverable in which case the Contractor shall be liable to the Customer/Contract Authority for any reasonable expenses incurred and any losses sustained (including any price difference between the Deliverable and the similar alternative) by the Customer/Contract Authority; and/or

(b) by Notice in Writing to the Contractor, require the Contractor at its expense to remove Deliverables or to dismantle or remove work from the Customer's premises by a date specified in that notice.

18.4 TERMINATION OF CONTRACT FOR CONVENIENCE

18.4.1 The Customer may by Notice in Writing at any time terminate the Contract in whole or in part. The Contractor must immediately comply with any directions given in the notice and must do everything possible to mitigate its losses arising in consequence of termination or suspension of the Contract under this clause 18.4.

18.4.2 The Customer shall indemnify the Contractor against any liabilities or expenses, which are reasonably and properly incurred by the Contractor in connection with the Contract to the extent that those liabilities or expenses were incurred as a result of termination or suspension of the Contract in accordance with this clause 18.4. Unless otherwise specified in the Order, no further compensation will be payable to the Contractor in respect of a termination or suspension under this clause 18.4.

18.4.3 This clause 18.4 does not apply to termination or suspension in accordance with clause 19.2 or termination occurring because of a default by the Contractor as specified in clause 18.2, unless the Customer in its absolute discretion elects to apply this clause 18.4.

18.4.4 The Contractor must, in each sub-contract or Order placed with any subcontractor for the purposes of the Contract, reserve a right of termination or suspension to take account of the Customer's right of termination or suspension under this clause.

18.5 TERMINATION FOR BREACH BY THE CUSTOMER

18.5.1 If the Customer fails to pay the Contractor any amount in accordance with the Contract which is not in dispute, or commits any Fundamental Breach of the Contract, then the Contractor may by Notice in writing require the Customer to remedy the default within 28 days after receiving the notice.

18.5.2 If the Customer fails to remedy the breach, or fails to propose steps reasonably acceptable to the Contractor to do so, the Contractor may by Notice in Writing terminate the Contract without prejudice to any other right of action or remedy which has accrued or might accrue to either Party.

19. General

19.1 DISCLOSURE OF CONFLICT OF INTEREST

The Contractor must:

- (a) notify the Contract Authority or the Customer in writing immediately upon becoming aware of the existence or possibility of a Conflict of Interest; and
- (b) comply with any reasonable direction given by Contract Authority or the Customer in relation to managing that Conflict of Interest.

19.2 EVENTS

19.2.1 A Party is excused from performing its obligations to the extent it is prevented by an Event, except an Event that is the subject of a Business Contingency Plan. The Contractor must immediately notify the Customer of the occurrence of the Event when the Contractor becomes aware of it or when the Contractor ought reasonably to be aware of it.

19.2.2 Each Party must make all reasonable efforts to minimise the effects of the Event. If the affected Party is prevented by the Event from performing its obligations under the Contract for 60 days or such other period as the Parties agree in writing, then the other Party may in its sole discretion immediately terminate the Contract by giving Notice in Writing of termination to the other Party.

19.2.3 Where the Contract is terminated by the Customer in accordance with clause 19.2.2:

- (a) the Contractor shall be entitled to payment for work completed in accordance with the Contract up to the date of termination; and
- (b) the Parties must otherwise bear their own costs and will be under no further liability to perform the Contract.

19.3 ASSIGNMENT OR NOVATION

19.3.1 The Contractor must not assign in whole or in part or novate this Agreement or a Contract without obtaining the prior written consent of the Contract Authority or the Customer as applicable which consent may be withheld at their absolute discretion.

19.3.2 The Contractor acknowledges that the Contract Authority or the Customer may conduct financial and other inquiries or checks on the entity proposing to take over the Contract before determining whether or not to give consent to the assignment or novation.

19.3.3 The Contract Authority or the Customer at its own cost, may assign or novate, this Agreement or a Contract, where by operation of statute the Contract Authority or Customer is reconstituted into a new legal entity, to that new legal entity. If the assignment or novation

changes the scope of the obligations or Deliverables to be provided by a Contractor under a Contract, a Contract Variation must be effected.

19.4 WAIVER

A waiver in respect of a breach of a term of this Agreement or a Contract by the other Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce a term of this Agreement or a Contract will not be interpreted as a waiver of that term.

19.5 SEVERABILITY

If any part of this Agreement or a Contract is void or voidable, then that part is severed from this Agreement or the Contract without affecting the continued operation of the remainder of this Agreement or the Contract.

19.6 COUNTERPARTS

If there are a number of counterparts of this Agreement or a Contract, the counterparts taken together constitute one and the same instrument.

19.7 APPLICABLE LAW

The laws of the State govern this Agreement and any Contract and the Parties submit to the non-exclusive jurisdiction of the courts of the Commonwealth or the State.

19.8 RIGHTS CUMULATIVE

Subject to clause 15.10.5, the rights and remedies provided under this Agreement or a Contract are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

19.9 NO AGENCY, EMPLOYEE OR PARTNERSHIP RELATIONSHIP

The Contractor agrees that it will not be taken to be, nor will it represent that it is the employee, partner, officer and/or agent of the Contract Authority, or the Customer.

EXECUTED AS A DEED

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

New South Wales State Contracts Control Board

By [insert name of Contract Authority Representative] but not so as to incur personal liability

[Redacted signature]

In the presence of: [insert name of witness]

[Redacted signature]

Print name

[Redacted signature]

Signature

Print name

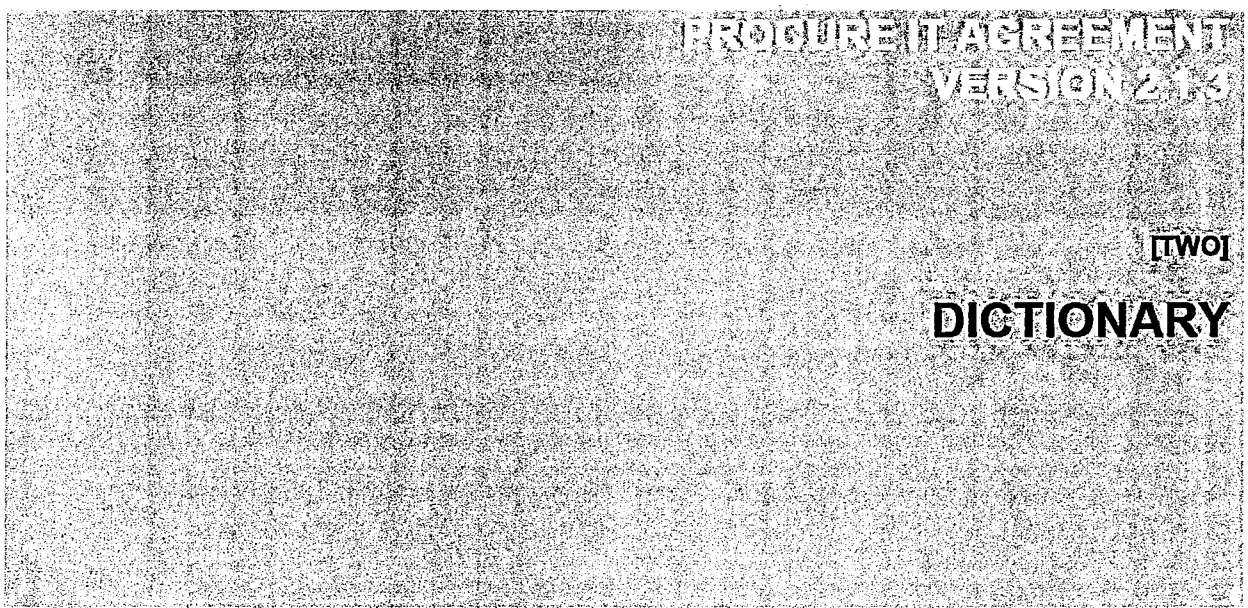
Signed by [insert Contractor's name and ACN/ABN]

Mincom Pty Ltd ACN 010 087 608 (ABN 29 010 087 608)

in accordance with s127 of the Corporations Act 2001 by:

[Redacted signature]

[Redacted signature]



PROCEDURE AGREEMENT
VERSION 2.13

[TWO]

DICTIONARY

DICTIONARY

Now the parties agree as follows:

1. INTERPRETATION

This part contains a Dictionary (Glossary) of defined terms that feature in the terms and conditions of this Agreement or a Contract. Specific terms used only in some Modules are defined in those Modules.

1.1 DEFINITIONS

“Acceptance Criteria” means the criteria to be applied in the performance of any Acceptance Test.

“Acceptance Notification Period” means the period specified in the Order within which acceptance of a Deliverable must be notified.

“Acceptance Period” means the period for the performance of any Acceptance Tests for any Deliverable, as specified in the Order, or such other period agreed between the Parties in writing.

“Acceptance Tests” means any acceptance tests detailed or referred to in the Order.

“Actual Acceptance Date” or **“AAD”** means the date when acceptance is notified in accordance with clause 14.3.2 and 14.3.3.

“Additional Conditions” means any terms or conditions which are additional to the Agreement, which are specified or referenced in the Order.

“Agency” means:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by New South Wales legislation, or an instrument made under that legislation (including a local authority);
- (b) a body established by the New South Wales state Governor, or by a Minister of state of New South Wales; or
- (c) an incorporated company over which New South Wales exercises control.

“Agreement” means Parts 1 and 2 of this Document between the Contract Authority and the Contractor, the Schedules in Part 3 and the Modules in Part 4 referenced in or annexed to the Agreement Details.

“Agreement Details” means those details listed in Schedule 1.

“Apple Branded Deliverables” means any product, including its components, manufactured or distributed under the Apple trademark.

“Approved Parties” means any agent, distributor, reseller or other supplier through which the Contractor is authorised by the Contract Authority to supply a Deliverable to the Customer.

“Business Contingency Plan” means a plan detailing the nature and scope of the business contingency Services to be provided by the Contractor to overcome any interruption to the Customer’s business including as applicable information about time-frames, scheduling, service levels, methodologies, systems, processes or programs for the implementation of such Services and any other information specified in the Order.

“Change in Control” means a circumstance in which control is or may be exercised over the Contractor:

- (a) by virtue of the change of a direct holding of at least fifteen percent of the voting shares in the Contractor or a holding company of the Contractor; or
- (b) by any other means whatsoever.

“Change Request” means a change requested by either Party in respect of operational or project management issues related to the Contract.

“Commencement Date” means in relation to a Contract either:

- (a) the Commencement Date specified in the Order; or
- (b) if no Commencement Date is specified in the Order the date the Order is forwarded to the Contractor by the Customer.

“Confidential Information” means information that

- (a) is by its nature confidential; or
- (b) is communicated by the disclosing party to the Confidant as confidential; or
- (c) the Confidant knows or ought to know is confidential; and
- (d) includes but is in no way limited to:
 - (i) the Deliverable;
 - (ii) materials including the financial, the corporate and the commercial information of any Party;
 - (iii) any material which relates to the affairs of a third party;
 - (iv) information relating to the strategies, practices and procedures of the State and any information in the Contractor’s possession relating to the State public service.

But does not include anything which the Confidant establishes:

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

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

“Conflict of Interest” includes engaging in any activity, or obtaining any interest, likely to restrict the Contractor in performing its obligations under this Agreement or a Contract. A Conflict of Interest also includes any matters materially affecting the Contractor’s ability to perform any of its obligations under this Agreement or a Contract that include but are not limited to:

- (a) any material litigation or proceeding whatsoever, actual or threatened, against the Contractor;
- (b) the existence of any material breach or default or alleged breach or default of any

agreement, order or award binding upon the Contractor;

- (c) matters relating to the commercial, technical or financial capacity of the Contractor or in the knowledge of the Contractor of any Approved Party or subcontractor proposed to be engaged in respect of this Agreement; or
- (d) any obligation under another contract the compliance with which may place the Contractor in breach of this Agreement or a Contract.

"Consequential Loss" means any loss recoverable at law (other than a loss arising in the usual course of things) which is:

- (a) consequential upon other loss;
- (b) a loss of opportunity or goodwill;
- (c) a loss of profits;
- (d) a loss of anticipated savings or business; or
- (e) loss of value of any equipment,

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

"Consideration" has the same meaning as provided for in the GST Law.

"Contract" means the contract that is formed when the Customer places an Order with the Contractor pursuant to clause 6.1

"Contract Authority" means the entity described in item 2 of the Agreement Details and its duly authorised representatives and officers.

"Contract Price" means the total of all Prices payable by the Customer to the Contractor for the Deliverables supplied under a Contract.

"Contract Period" means the period of the Contract specified in the Order, including any period or periods of extension of the Contract specified in the Order.

"Contract Specifications" means the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable provided by a Party under the Contract and may include:

- (a) any specifications agreed to and brought into existence by the Customer and the Contractor in the performance of their obligations under and in accordance with the terms of the Contract;
- (b) any specifications detailed or referred to by the Customer in the Order; and/or
- (c) those specifications generally published or made publicly available by the Contractor.

To the extent that there is any inconsistency between the Contract Specifications referred to in (a), (b) and (c), the priority shall be (a), (b) and (c) to the extent of any inconsistency.

"Contract Variation" means a variation to the terms and conditions of a Contract between the Customer and the Contractor.

"Contractor" means the person or body corporate referred to in item 3 of the Agreement Details who agrees to supply the Deliverables and includes its Personnel.

"Contractor Information" includes information relating to:

- (a) this Agreement and any Contract formed pursuant to this Agreement subject to the exclusions specified in item 5(a) of the Agreement Details;
- (b) the Contractor's performance under this Agreement or a Contract including any substantiated reports of satisfactory or unsatisfactory performance;
- (c) the financial position or reputation of the Contractor; and/or
- (d) the shareholdings in the Contractor, or the corporate structure, directorship or shareholdings of the Contractor.

However excludes Confidential Information of the Contractor and Intellectual Property (except for trade marks.)

"Contractor's Insolvency" means any of the following:

- (a) the Contractor becoming unable to pay its debts as and when they fall due;
- (b) the Contractor no longer has the resources or the ability to obtain the resources required to perform this Agreement or any Contract;
- (c) an application for winding up is made regarding the Contractor and not stayed within 14 days;
- (d) a winding up order is made against the Contractor;
- (e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed to the Contractor;
- (f) a mortgagee enters into the possession of any property of the Contractor;
- (g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- (h) any actions of a similar effect are taken.

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

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

"Customer" means the Eligible Customer that has placed an Order under this Agreement.

"Customer's Materials" means any documentation, information or material supplied by or on behalf of the Customer to the Contractor.

"Customer Supplied Items (CSI)" means the items set out in the Order to be supplied by the Customer under a Contract.

"Cyberterrorism" means a terrorist attack on, or by means of, information systems.

"Defect" means a defect, error, or malfunction that causes a Deliverable to not comply or not

perform in accordance with the Contract Specifications.

“Deliverable” means any Product or Service and any associated material offered for supply or provided by the Contractor in accordance with this Agreement or a Contract.

“Department” means an administrative unit or department of New South Wales.

“Document” includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and/or
- (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device.

“Documentation” means any Document that enables the full use and operation of the Deliverables in accordance with the Contract Specifications. The Documentation must be:

- (a) of a reasonable standard in terms of its presentation, accuracy and scope;
- (b) a resource that provides a comprehensive explanation of functions, capacity and operations of the Deliverables;
- (c) the most current and up-to-date version available;
- (d) in the English language; and
- (e) of a form where all key terms, words and symbols are adequately defined.

“Eligible Customers” means a Department, an Agency or, where approved in writing by the Contract Authority, an Eligible non-Government Body, which requires a Product or Service

“Eligible non-Government Body” means a body (including a private school) which is:

- (a) directly or indirectly, partially or entirely, funded by the Commonwealth, a State or a Territory, located within New South Wales; and/or
- (b) non-profit making.

“Eligible Product Bundle” means the Contractor product bundles comprising the Government Standard Specification for Personal Computer that are specified in the Schedule 3, Item A.

“Escrow Agreement” means an Agreement substantially in the form of Schedule 11.

“Escrow Fee” means the fee set out in Attachment 1 of Schedule 11.

“Escrow Materials” means the source code and/or object code of any Deliverable and all other computer programs, Documentation, drawings and plans necessary to keep the Deliverables in good order and repair that are specified in the Order.

“Event” means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time. An Event is limited to:

- (a) natural events like fire, flood, or earthquake; or
- (b) national emergency; or

- (c) terrorist acts (including Cyberterrorism) and acts of vandalism; or
- (d) war.

"Financial Security" means the security described in item 12 of the Agreement Details.

"Fundamental Breach" means a breach of the Contract by the Customer which prevents the Contractor from carrying out its obligations under the Contract.

"GST" is a goods and services tax and has the same meaning as in the GST Law.

"GST Law" means any law imposing or relating to a GST and includes A New Tax System (Goods & Service Tax) Act (Cth), A new tax system (Pay As You Go) Act 1999 and any regulation based on those Acts.

"Hardware Warranty Period" means the first 365 days after the AAD or any greater period specified in the Order.

"Information Privacy Principles or IPP" means the principles contained in the Information Protection Principles contained in sections 8 to 19 of the *Privacy and Personal Information Act 1988 (NSW)*.

"Intellectual Property" means all intellectual property rights including:

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

"Management Fee" means the fee referred to in item 11 of the Agreement Details, payable by the Contractor to the Contract Authority in accordance with clause 3.1.

"Milestones" means the groups of tasks relating to and including the provision of Deliverables to be performed or provided by the Contractor under the Contract.

"Module" means Modules 1 to 18 of Part 4.

"Moral Rights" means a person's moral rights as defined in the *Copyright Act 1968 (Cth)*.

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

"Nominee Purchaser" means a contractor to a Customer that is nominated by the Customer and authorised by the Contract Authority, to place Orders under this Agreement on behalf of the Customer as its agent.

"Notice in Writing" means a notice signed by a Party's authorised representative, or his/her delegate or agent, which is either given to, served on, emailed or faxed to the other Party.

"Order" means the written document containing the Order Details and as relevant any Additional Conditions that the Customer places with the Contractor in accordance with clause 6.

"Order Details" means all those details of the Contract to be included in an Order by the Customer and Contractor.

"Parties" means the Contract Authority and the Contractor in relation to this Agreement, and

means the Customer and the Contractor in relation to an Order or a Contract.

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

- (a) quality of Deliverables offered or delivered;
- (b) competitiveness of the Deliverables and pricing;
- (c) Contractor’s sales and marketing performance;
- (d) Contractor’s financial stability;
- (e) Contractor’s management fee compliance;
- (f) Contractor’s management and suitability of its Personnel;
- (g) Contractor’s administration of the Agreement, any Contracts and risk;
- (h) Contractor’s management of environmental issues;
- (i) Contractor’s Occupational, Health, Safety and Rehabilitation (OHS&R) Management;
- (j) Contractor’s industrial relations performance; and
- (k) claims on insurance and other financial assurances made in respect of the Contractor’s business or this Agreement and any Contracts.

“Performance Guarantee” means the performance guarantee described in item 14 of the Agreement Details.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“Personnel” means:

- (a) in the case of the Contractor, the Contractor’s employees, officers, Approved Parties and subcontractors: and
- (b) in the case of respectively the Contract Authority and the Customer, their employees, officers, agents and subcontractors.

“Price” means an itemised price (including a rate for a quality unit) in Schedule 3, and as otherwise determined under a contract as, payable in Australian dollars by a Customer for a Deliverable under the Contract.

“Procure IT” means the framework for the procurement of information technology Products and Services and includes:

- (a) Part 1 – Agreement;
- (b) Part 2 – Dictionary;
- (c) Part 3 – Schedules;
- (d) Part 4 – Modules;
- (e) Part 5 – Order Forms; and

(f) Part 6 – Service Level Agreement.

“Product” means a good set out in Schedule 3 that the Contractor offers to supply or provides to a Customer in accordance with this Agreement.

“Project Implementation and Payment Plan” or “PIPP” means a plan including information relevant to the implementation of the project and associated payment arrangement as specified in the Order.

“Schedules” means Schedule 1 to 13 of the Agreement.

“Service” means the services set out in Schedule 3 including any associated materials, that the Contractor offers to provide or provides to a Customer in accordance with this Agreement.

“Service Address” means:

- (a) in the case of the Contract Authority at the address set out in this Agreement;
- (b) in the case of the Contractor, at the address set out in this Agreement or in relation to a Contract at its address set out in the Order or such other address as is notified in writing by the Contractor for notices to be served on it from time to time; or
- (c) in the case of the Customer, in the address set out in the Order or the address as is notified in writing by the Customer for notices to be served to it from time to time.

“Service Level Agreement” means the Document that sets out the performance expectations of the Parties and defines the benchmarks for measuring the performance of the Services.

“Site” means the place or places specified in the Order where the Deliverable is to be provided.

“Site Specification” means the Document which details the environmental, operational, safety and management requirements in relation to the Site, that are necessary for the provision of the Deliverables.

“Small to Medium Enterprise” means an enterprise or business with less than 200 full time employees.

“Specified Personnel” means the key personnel of the Contractor nominated in the Order as the Personnel required to undertake the provision of the Deliverables or part of the work constituting the Deliverables.

“Stage” means a stage identified in the Project, Implementation and Payment Plan for the performance of the Contract.

“State” means the state or territory specified in item 6 of the Agreement Details.

“Statement of Requirements” means the Customer’s statement of any requirements that the Contractor must fulfill in respect of the Deliverables which may include all relevant instructions, information, data, documents, specifications, plans, drawings and other materials and particulars.

“Statutory Requirements” means the Australian laws, regulation or by-laws relating to the performance of this Agreement or a Contract or the lawful requirements of any Australian authority with respect to the performance of this Agreement and/or a Contract.

“Substantial Breach” means a substantial breach of the Contract or Agreement by the Contractor, including any of the following:

- (a) Failing to comply with any of the Management Fee provisions under clause 3.1;

- (b) failing to effect and maintain insurance policies as required under 8.1;
- (c) failing to provide a Financial Security as required under clause 8.2;
- (d) failing to provide a Performance Guarantee as required under clause 8.3;
- (e) breaching any warranty under clauses 11.3, 11.4;
- (f) failing to provide suitable replacement personnel as required under clause 13.4 which prevents the Contractor from performing fundamental obligations under the Contract;
- (g) failing to pass Acceptance Tests which results in rejection of the Deliverable by the Customer under clause 14.5.11(e);
- (h) where a delay continues beyond the extension of time granted under clause 14.7.2; and
- (i) the existence of a Conflict of Interest which in the Customer's reasonable opinion prevents the full and proper performance of the Contract by the Contractor.

"Supplementary Tests" means the additional or different tests that are reasonably required by a Customer to demonstrate that a Deliverable complies with the Contract Specifications.

"Tax Invoice" has the same meaning as provided for in the GST Law.

"Taxable Supply" has the same meaning as provided for in the GST Law.

"Term" means the term of this Agreement, set out in item 7 of the Agreement Details and any extension of the term in accordance with clause 2.1.

"Time and Materials" basis means the fee agreed to by the Parties as specified in the Order for any additional services to be supplied by the Contractor.

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

"Virus" means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of a Deliverable in accordance with the Deliverable's Contract Specifications.

"Warranty Period" means the first 90 days following delivery of the software or after the AAD or any greater period specified in the Order

"Work" means literary, artistic, musical, and dramatic works and cinematographs as defined in the *Copyright Act 1968 (Cth)*.

1.2 RULES FOR INTERPRETING THIS AGREEMENT

1.2.1 In this Agreement, and any Contracts created under this Agreement, unless the contrary intention appears:

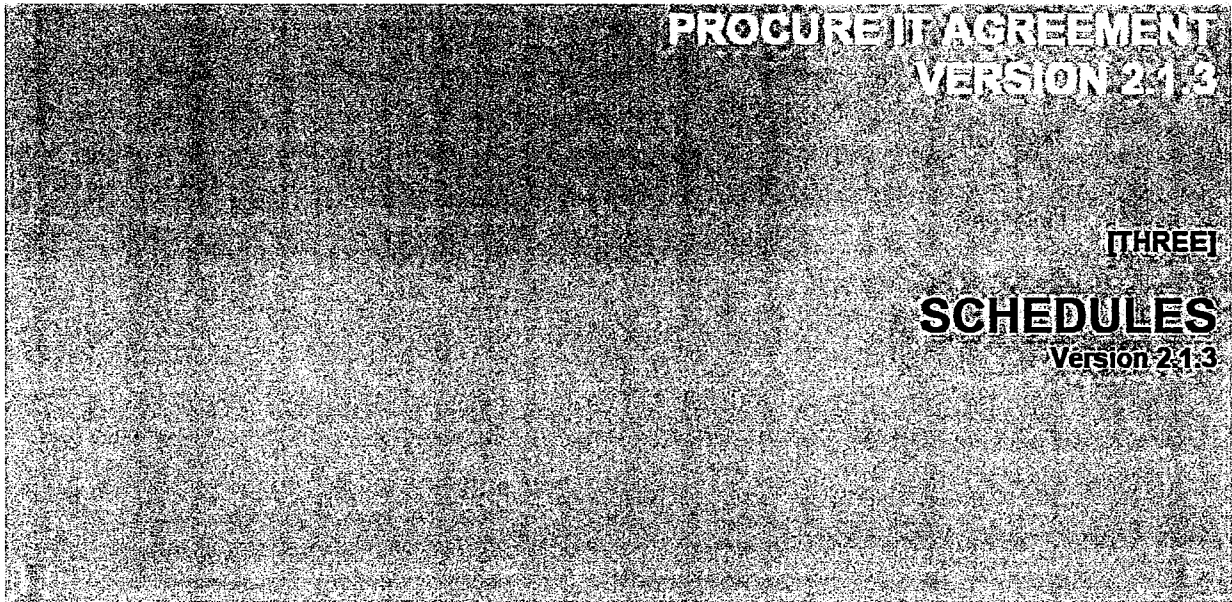
Headings are for the purpose of convenient reference only, and do not affect interpretation or form part of the Agreement.

1.2.2 The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) legislation (including subordinate legislation) is a reference to that legislation as

- amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) monetary references are references to Australian currency;
 - (iii) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as varied or novated;
 - (iv) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (v) anything (including a right, obligation or concept) includes each part of it;
 - (vi) a business day means any day other than Saturday, Sunday or a day that is a public holiday for the Customer.
- (b) If this Agreement expressly or impliedly binds more than one person then it must bind each such person separately and all such persons jointly.
- (c) A singular word includes the plural, and vice versa.
- (d) The Parties may undertake business by the electronic exchange of information and the provisions of this Agreement and Contracts will be interpreted to give effect to undertaking business in this manner.



PROCUREMENT AGREEMENT
VERSION 2-1-3

[THREE]

SCHEDULES
Version 2-1-3

Schedule 1 – Agreement Details

Item 1	Agreement Number	Contract 2603, RFT number 0701832
Item 2	(a) Contract Authority's Name / Address	New South Wales State Contracts Control Board, c/o New South Wales Department of Commerce McKell Building, 2-24 Rawson Place, Sydney NSW 2000
	(b) Authorised Representative	Group General Manager, Contracting Services
	(c) Authorised Representative Position:	Contract Authority's nominee for receipt of notices (clause 1.3.2): Group General Manager, Contracting Services, New South Wales Department of Commerce
	Address:	McKell Building, 2-24 Rawson Place, Sydney NSW 2000
	Telephone:	+61 2 9372 8877
	Facsimile:	+61 2 9372 7622
Item 3	(a) Contractor's Name/Address and ABN/ACN	Mincom Pty Ltd ACN 010 087 608 (ABN 29 010 087 608) Level 7, 193 Turbot Street, Brisbane, Queensland, Australia 4000
	(b) Authorised Representative	[REDACTED]
	(c) Authorised Representative Position:	Contractor's nominee for receipt of notices (clause 1.3.2): [REDACTED]
	Address:	[REDACTED]
	Telephone:	[REDACTED]
	Facsimile:	[REDACTED]

Item 4 Modules agreed between the Parties
Indicate, by marking with an X, the modules that apply

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 10 – Web Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance Services	<input type="checkbox"/>	Module 11 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software	<input checked="" type="checkbox"/>	Module 11A – GTA ISM	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 12 – Systems Integration Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input checked="" type="checkbox"/>	Module 13 - Major Project Systems Integration Services	<input type="checkbox"/>
Module 6 – IT Personnel	<input type="checkbox"/>	Module 14 - Project Management Services	<input type="checkbox"/>
Module 7 – Professional Services	<input type="checkbox"/>	Module 15 - Change Management Services	<input type="checkbox"/>
Module 8 – Data Management	<input type="checkbox"/>	Module 16 - Knowledge Transfer Services	<input type="checkbox"/>
Module 9 – Telecommunications	<input type="checkbox"/>	Module 17 - Major Project Software Maintenance and Support.	<input type="checkbox"/>
Module 9A – GTA Broadband Local Access	<input type="checkbox"/>	Module 18 - Whole of Government Requirements	<input checked="" type="checkbox"/>

Item 5 Exchange of Contractor Information between Government Agencies

- (a) Contractor Information exclusions:
- (b) Defamation Legislation (clause 3.3)

Section 30 of the Defamation Act (NSW) 2005

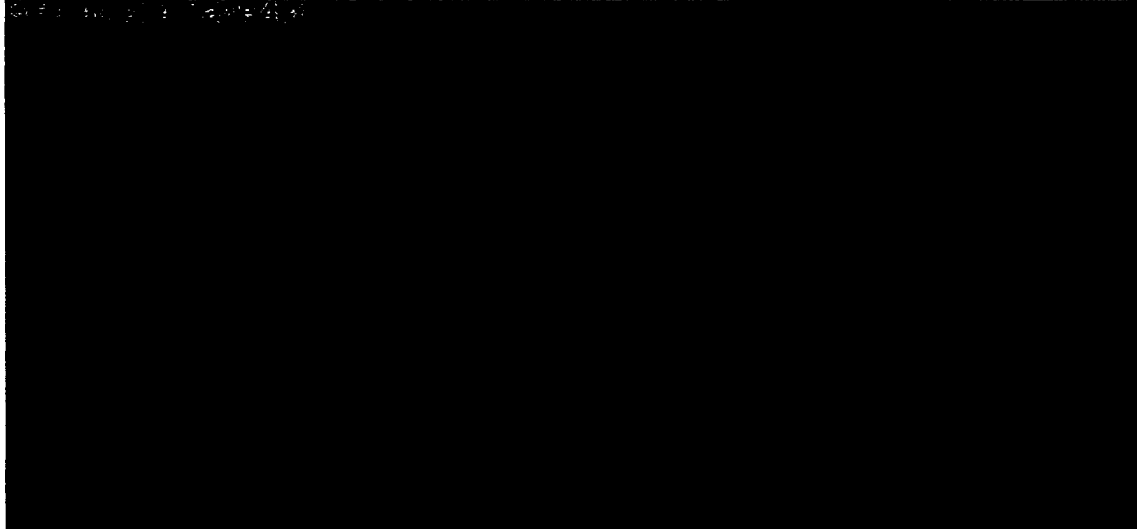
Item 6 Applicable Law (clause 19.7):

Insert the name of the State or Territory (the laws of which govern this Agreement).

Item 7 Term: (clause 2.1)

- (a) Commencement Date of the Agreement Period:
- (b) Expiry Date of the Agreement Period:
- (c) Period of extended term (if any): (clause 2.1)

Item 8 Insurance Policy Amount (clause 8.1.1)



Item 9 Standards and Codes (clause 11.7)

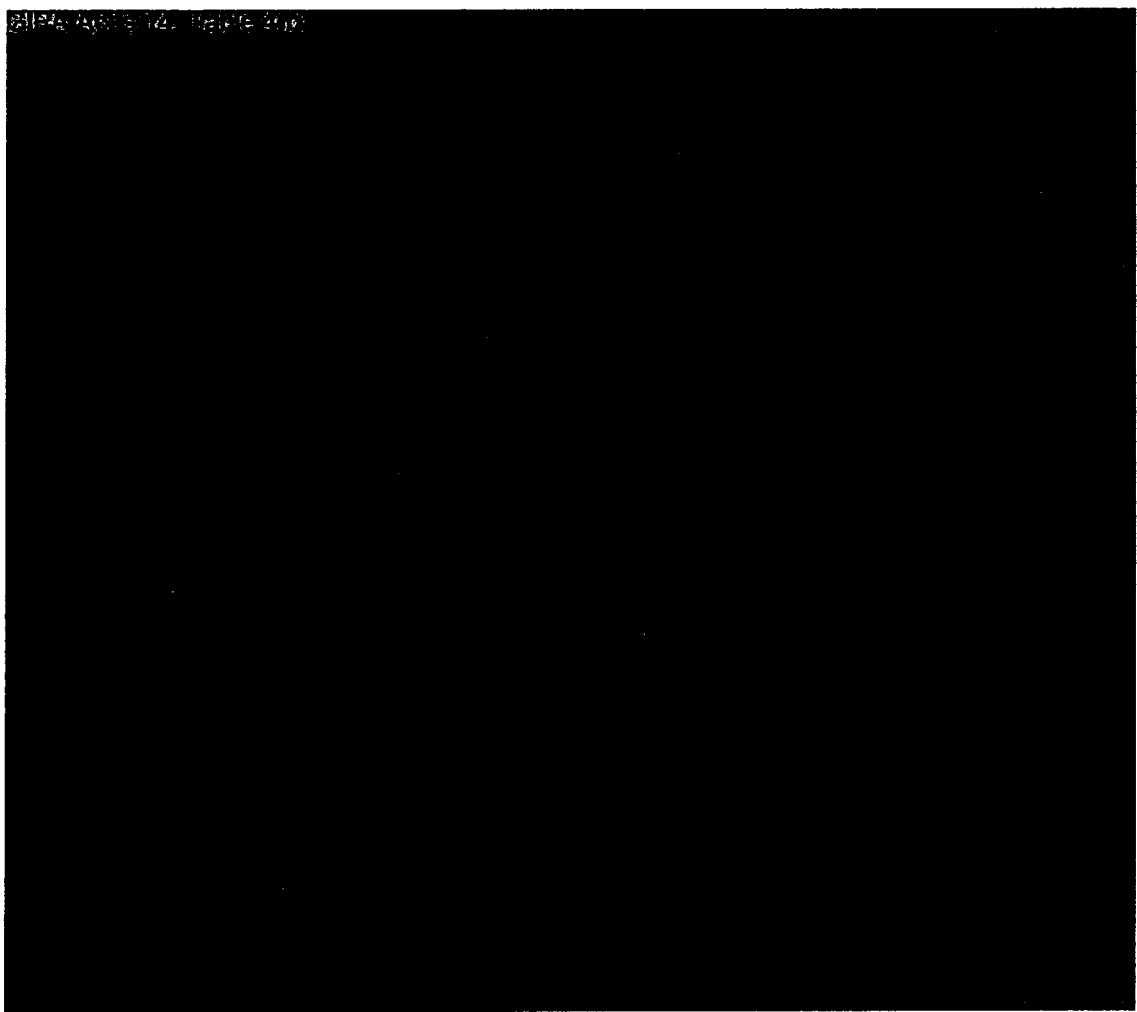
1. NSW Government Code of Practice for Procurement (www.commerce.nsw.gov.au)
2. The Policy Statement for NSW Government Procurement (www.commerce.nsw.gov.au)
3. Implementation Guidelines for NSW Government Procurement (www.commerce.nsw.gov.au)
4. Occupational Health and Safety Act 2000 (NSW)
5. Such other Standards and Codes as may be specified in each Order between the Contractor and any Customer.

Item 10 Credit/Debit Card and Electronic Facility (clause 16.1.3)

Credit/Debit Card Facility (insert details)

Electronic Facility (insert details)

Item 11



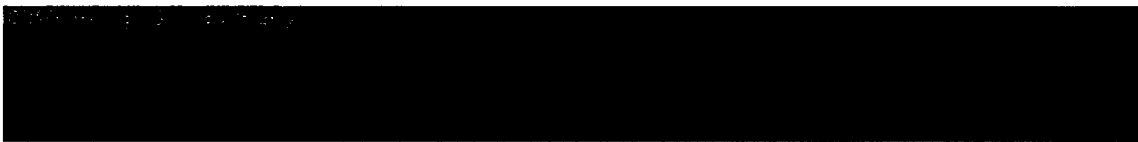
Item 12

Item 13

Item 14

Item 15

Item 16



Item 17 List of Subcontractors (clause 13.5)

Schedule 2 – Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Contract Authority, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Contract Authority) between the Contract Authority and the Contractor, which constitute this Agreement in this Schedule 2. All such documentation must be itemised in this Schedule 2 and listed below.

1. Schedule 3 – list of Licensed Software and details of Mincom GSAS Offer;
2. specifications contained in the Contractor's documentation which is delivered to the Customer with the Licensed Software;
3. the Contractor's response to the Whole of Government functional requirements dated 8 November 2007 (as attached to this Agreement); and
4. Letter of offer acceptance (as attached to this Agreement).

(Collectively referred to as the "Agreement Documents"), and to the extent of any inconsistency in the above documents, a document earlier in the list prevails.

With the exception of item 1, the Agreement Documents are annexed to this Schedule 3.

Business Requirements

Product line:
Team Leader:

GLP/A Act (s. 14) Table 3(a)

The objective of this section is to determine whether the package meets the requirements of the whole of government specification. The system should have the flexibility to satisfy current and future requirements of the Government's ERP policy including accommodating government structural reform agendas.

These requirements are intended to be representative of all agencies. However individual agencies may have different complexities and needs, and may seek to implement application systems in accordance with their own business and technical requirements and constraints. Accordingly, application packages will be assessed for their capacity to be adapted to meet each potential agency's requirements.

Major Functions	Build	Comments
General Requirement	Core	
Workforce Management		
Establishment and Organisation	Core	
Workforce Profile	Core	
Performance Management	Extended	
Human Resource Budgeting/Costing	Core	
Industrial Relations & Award Management	Extended	
Recruitment	Core	
Personnel Management	Core	
Payroll Management	Core	
Leave Processing	Core	
Workforce development		
Setting up Training Infrastructure	Extended	
Establishing training programs, courses, and sessions	Extended	
Course Administration	Extended	
Integration with Work Schedules and Leave systems	Specialised	
Track training expenses	Specialised	
Reporting Requirements	Extended	
Competency Management	Extended	
Career, Development & Succession Planning	Extended	
OHS & Injury Management	Specialised	
Dynamic Rostering	Specialised	
Time and Attendance	Specialised	
Electronic Self Service	Extended	

Instructions

Format of Questions

Responses to the requirements are to be entered directly into the spreadsheet.

The questions are identified by:-

- the category
- an identity number
- section and subsection numbers (within the overall requirements)
- the question/requirement.

Response

1. In the "Response" column, select the correct value for each of the lower level requirements (white cells) from the list of valid values. The description of these valid values is listed below.

Note: The yellow high level cells are protected.

2. An optional comment may be entered in the "Comments" column.

Standard Responses

Valid response codes are as follows:-

Response	Name	Description	Compliance
SF	Standard Functionality	The requirement is met as described using standard functionality within the system. The functionality does not require any configuration or rule building.	C
CF	Configurable Functionality	The requirement is met as described using standard functionality that is configured during implementation. The functionality is designed to accommodate organization-specific business rules or processes.	C
RW	Report Writer	The requirement can be met through the use of the report-writing tool provided with the solution (or the third party tool proposed). A report-writing tool is defined as a tool that can be operated by a non-technical user. The skill level should be that equal to intermediate skill in the use of a spreadsheet or word processing application.	C
UN	Unlimited	Responding to a question about the maximum number of some element and there is no limit.	C
LM	Low Modification	The requirement can be met through minimal development (<5 effort-days) and the development work is unlikely to create any special needs for consideration by system administration or during upgrades.	PC
HM	High Modification	The requirement can be met through specified development (5-20 effort-days) or the development work is likely to require some special consideration by system administration or during upgrades.	DNC
FE	Future Enhancement	This feature is not currently provided, but is to be provided in the next release of the software. Indicate the official release date of the enhancement in the 'comments' column. The official release date should be within the next year. If it will not be available within that time frame, the response should be "NA".	DNC
NA	Not Available	This feature is not provided or could be provided but would require greater than 20 effort-days to perform all necessary design, programming and testing.	DNC
<blank>		Response left blank. The response was left blank and will be treated as Not Available.	DNC

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Compliance Codes	
Compliance to the Whole of Government requirements will be derived from response given.	
Complies	Comment
Complies (C)	<p>Fully complies with the specification. The requirement may be met as described using:</p> <ul style="list-style-type: none"> • Standard Functionality - does not require any configuration or rule building. • Configurable Functionality - designed to accommodate organization-specific business rules or processes. • Report Writer tool provided with the solution. A report-writing tool is defined as a tool that can be operated by a non-technical user. The skill level should be that equal to intermediate skill in the use of a spreadsheet or word processing application.
Partially Complies (PC)	<p>The requirement can only be met subject to certain conditions. Where this is the case and the Respondent is prepared to make good on the condition, characteristic or performance standard, the Respondent must explain the required change, modification or custom development.</p> <p>If the requirement is a modification, it must be met through minimal development (<5 effort-days). The development work should not create any special needs for consideration by system administration or during upgrades.</p>
Does not Comply (DNC)	<p>The characteristic or performance standard of the clause cannot be met by the Respondent. Full details of non-compliance must be stated. The specification does not comply if:</p> <ul style="list-style-type: none"> • Modification requires a development effort of > 5 days. The modification would some special consideration by system administration or during upgrades. • Blank Response

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				GIPA Act s 14 - Table 4(b)	
1				General Requirements	
	1.1			User Interface	
		1.1.1		The HRIS user interface needs to be a true Graphical User Interface (GUI) that is easy to learn, intuitive and consistent across all modules. In addition it must have:	
			1.1.1.1	System complies to World Wide Web Content Accessibility Guidelines (W3C Guidelines), the NSW Government's standards for usability.	
			1.1.1.2	User-friendly mouse-driven navigation and screen interaction.	
			1.1.1.3	User-friendly keyboard-driven navigation and screen interaction.	
			1.1.1.4	Support split screen display.	
			1.1.1.5	Application is accessed via web browser. No part of the system needs to be installed on the workstation computer.	
			1.1.1.6	Consistent use of function keys throughout all modules of the systems.	
			1.1.1.7	Users are able to set up hot keys to frequently used screens.	
			1.1.1.8	User-defined (by system administrator) menu structure.	
			1.1.1.9	Data searches should not be case sensitive allowing for wildcarding and, in the case of alphabetic entities, phonetic searches.	
			1.1.1.10	System should have drill down navigation facility where appropriate eg. Where summary screen appears for an employee, the click on a particular field to 'drill down' to source information.	
		1.1.2		Make use of wizards (screen linking) for common process eg Hires, terminations.	
			1.1.2.1	System administrator should be able to link screens together according to agency's work processes.	
			1.1.2.2	Enable users to work through linked process screens, leave the process, and be prompted upon return to where the sequence was left.	
		1.1.3		Desktop interface (page) should be consistent with standard desktop applications.	
			1.1.3.1	All mandatory fields must be marked and identified by the user.	
			1.1.3.2	Drop lists and pick tables are required for data integrity, list choices can be made by typing initial characters.	
			1.1.3.3	Error messages and conditions are required to be informative to the user and contain specific error codes for logging issues.	
			1.1.3.4	Allow copy, cut or paste to all windows applications.	
			1.1.3.5	Allow users to personalise screen colours.	
			1.1.3.6	All data fields should have standard help information available at a click or function key.	
			1.1.3.7	User can confirm or deny action to be taken before updating.	

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				Comment
	1.1.4		User interface pages should be customisable by system administrators with the correct security.	GIPA Act s 14 - Table 4(b)
		1.2.4.1	Web-based templates that can be maintained by a user should be used. Should be able to make simple adjustments and create new templates.	
		1.2.4.2	Fields that use codes should be user defined and configurable.	
		1.2.4.3	On-line help may be customised to provide organisational specific help. On-line help may be used to record and access information relating to Human Resource Policies.	
		1.2.4.4	Provide online learning for users with the addition of a training application.	
		1.2.4.5	Addition or removal of fields already in the database schema.	
		1.2.4.6	Set field defaults including mandatory settings.	
		1.2.4.7	Flexibility to customise display of information for parts of the organisation or select groups.	
1.2			Integration & Data Sharing	
	1.2.1		All HRMS modules within a system should be fully integrated. The system shall integrate within and among the specified functional modules so that the system operates as a single entity.	
		1.2.1.1	All modules have a common look and feel that is consistent.	
		1.2.1.2	Modules adhere to a single application architecture	
		1.2.1.3	Seamless navigation throughout the system	
		1.2.1.4	Single point data entry with real-time updating and access to all information, including: * On-line update (real time) * Batch Update	
		1.2.1.5	Consistent validation and business rules across all modules/ functions.	
		1.2.1.6	Individual modules can be installed independently, as well as allowing the system to run as a whole.	
	1.2.2	1.2.2.1	If the HR solution chosen to support the total HRMS requirements comprises of more than one application, then integration between each of the applications will be such that they appear to operate as a single entity. For example if Advance Rostering, Time and Attendance or OHS applications are implemented as separate applications, then it would be possible to automatically populate fields in the rostering application with data stored in the HR/Payroll application.	
	1.2.3		When the new e-Recruitment system goes live, there needs to be a seamless 2-way interface between the HRMS system and NSW government's centralised e-Recruitment system.	

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			1.2.3.1	When the applicant in the e-Recruit system is hired, the applicant's details need to be transferred to the HRMS system and an employee number automatically generated. There should be no need to re-key the data.
			1.2.3.2	The e-Recruitment system will be collecting competency data in the whole of government talent pool for APPLICANTS. Successful applicant details will need to be transferred to the HRMS system.
			1.2.3.3	Employee's competencies, skills & qualification data maintained in the HRMS system should be transferred to the e-Recruitment system if an employee applies for a job or if they register in the whole of government talent pool.
		1.2.4		System shall interface with other ERP applications.
			1.2.4.1	Ability to exchange information with General Ledger system. <ul style="list-style-type: none"> * Sharing of cost centre and general ledger information. * Provide user-defined table for GL accounts, cost centres. * Interface provides recording of commitments and accruals. * Accruals calculated in a time or dollar format. * Interface checks salaries and allowances against Budget. * Distribute payroll elements to Gross pay GL accounts. * Distribute payroll elements to Commonwealth tax GL accounts. * Provide automated journal to calculate organisation costs incurred through direct payroll. * Provide automated journal to calculate organisation costs incurred through indirect benefits (eg. Superannuation surcharges).
			1.2.4.2	Interface to Accounts Payable to produce cheques for payroll deductions.
			1.2.4.3	Interface between Time and attendance and Project Management system.
			1.2.4.4	Ability to interface with Records and Information Management System (RIMS) to ensure compliant recordkeeping practices
		1.2.5		System shall interface to with other corporate and non-HR applications.
			1.2.5.1	Integrate or exchange information with other desktop products, including: <ul style="list-style-type: none"> * Spreadsheets such as Microsoft Excel or Lotus 1-2-3. * Work processing eg Microsoft Word, WordPerfect. * Work processing products. * Microsoft Access. Desktop applications can directly access database, file and report output.

GIPA Act s 14 - Table 4(b)

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				GIPA Act s 14 - Table 4(b)
		1.2.5.2	Must support open interface/protocol architecture for integration with common software products used for delivery of email, document objects and workflow management. For example: * Microsoft Exchange mail systems. * Lotus Notes. * Novell GroupWise mail systems.	
		1.2.5.3	Interface with other agency systems & data warehousing packages. For example, building security, tracking, procurement systems.	
		1.2.5.4	Maintain URLs in the system. The user can use hyperlinks to URLs from within the HRMS system.	
		1.2.5.5	Exchange information with web browser(s). User can communicate and upload information to the intranet and internet.	
	1.2.6	1.2.6.1	Integrate or interface with external providers eg Workers Compensation insurer system, Superannuation authorities, banks, workers compensation providers, ATO etc.	
	1.3		Data Integrity	
		1.3.1	Provide data verification and validation options where required. This should include, but not be limited to: * Table sharing * Pick lists * Data validation against code tables * Data entry format validation.	
		1.3.2	Set prompts and dialogues boxes to assist in data entry and data validation.	
		1.3.3	Set field validation & defaults * Read/write security as defined in security section. * System mandatory fields. * User-defined mandatory fields (System Administrator). * Define date sensitive elements. * Set date validation on date fields eg. Birth date cannot be after current day or termination date cannot be before start date.	
		1.3.4	Default data and pick lists should be related to user profile ensuring integrity within the profile scope.	
		1.3.5	Ensure that ALL data entered is validated against business rules, data relationships and the application files, or where appropriate. For example, if a duplicated leave entry is entered, the system should warn of duplication etc.	
		1.3.6	Accommodate multiple effective dates for any given transaction. Can enter From and To dates.	
		1.3.7	Process changes out of chronological sequence.	
	1.4		Error Handling	

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		1.4.1		Application errors must notify the user at point of entry in a highly visible fashion. This information must relay the condition of the data causing the error, i.e. data not added, validation failed, system not available etc.
		1.4.2		The system must provide meaningful comments that are user friendly, easily interpreted, and relevant to screen /process.
		1.4.3		Application logs must contain all error conditions. Exceptions must be stamped with user/source of error, time and error codes.
		1.4.4		Environment options must provide error logging trace levels, minimum requirement of errors, warnings, information at specific levels. Configuration management must be provided without business interruption.
		1.4.5		Error notification must be able to initiate messages to various output types including email, SMTP and SMS.
		1.4.6		System administrator can control error messages and define error message content. <ul style="list-style-type: none"> * Define the actions for input errors to reject input automatically. * Error treatment options are to be definable i.e. override, review, or help.
		1.4.7		Provide exception error or reject reports during batch processing operations.
		1.4.8		Capacity to correct error through direct update of entry.
		1.4.9		Transfer individual errors (eg costing) to: <ul style="list-style-type: none"> * Suspense account * Suspense account correction * Suspense account authorized resubmit.
		1.4.10		Customise error message content & define indicators for error management (if does not affect data integrity) eg fatal errors, warnings etc.
	1.5			User Access and Security
		1.5.1		All access must be controlled by a login screen.
		1.5.1.1		Direct data access is prohibited to users.
		1.5.1.2		User passwords must not be viewable on the screen
		1.5.1.3		Passwords are to be encrypted with a reliable algorithm.
		1.5.1.4		Provide real-time user password maintenance by user or by system administrator.
		1.5.1.5		Request user password changes at predefined period – eg: every 30 days.
		1.5.1.6		Set security parameters for failed logon attempts. E.g. Lock user from logon after three consecutive failed attempts.
		1.5.1.7		The capacity to set an inactivity log off period is required.
		1.5.1.8		System can limit access by user. <ul style="list-style-type: none"> * By terminal. * Day of the week. * Certain hours of the day.

GIPA Act s 14 - Table 4(b)

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GIPA Act s 14 - Table 4(b)

		1.5.2		System Administrator can set user security access at various levels and for various periods.
			1.5.2.1	Database level.
			1.5.2.2	Module/component level.
			1.5.2.3	Screen, printing and report level. System security must not be able to be bypassed by any reporting tool.
			1.5.2.4	Data element /file level, eg. Tax file number, salary details etc.
			1.5.2.5	Access to view only or perform maintenance in screens/fields
			1.5.2.6	Give temporary date driven (To & From) security access, based on profile, to certain employees. For example, a payroll person acting in another role whilst another person is away.
		1.5.3		Systems access should be configurable to allow for the differing work locations, work functions and viewing access that users require. Access for users should be able to be controlled on the basis of user profiles. A user profile would be the means by which staff that perform similar work are grouped, and accordingly are given a profile that allows them access to only the modules/functions/screens/fields that directly relate to their work functions. Link security access:
			1.5.3.1	Based on individual or group of individuals.
			1.5.3.2	By payroll.
			1.5.3.3	Organisation unit/hierarchy.
			1.5.3.4	Access to see/not see specified employees .
			1.5.3.5	Whether or not user can view/update their own records. For example an employee may be able to view and update their address, however only view (not update) their salary details.
			1.5.3.6	Based on position held by an individual, allowing automatic determination of access rights based on positional movements. When a person ceases to occupy a position, then that person's access security for that position is to be automatically ceased.
		1.5.4		Suspend access privilege based on change in:
			1.5.4.1	Status i.e. Active or inactive.
			1.5.4.2	Position.
			1.5.4.3	Work organisation.
			1.5.4.4	Other user-defined criteria.
			1.5.4.5	Change in access privilege should be able to trigger a workflow event. For example if an employee is terminated.
	1.6			System Audit
		1.6.1		User should be able to define/specify auditable data elements and processes. Types of events that should be captured include:

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INFORMATION	FUNCTION	REQUIREMENTS	COMMENTS
	1.6.1.1	Actions such as creation, updates & deletion of data.	GIPA Act s 14 - Table 4(b)
	1.6.1.2	All changes to the environment (eg Development, programs, system tables, screens, menus etc.).	
	1.6.1.3	Read only actions.	
	1.6.1.4	Workflow events.	
	1.6.1.5	Report generation - flag those that need to be reported on eg salary related.	
	1.6.1.6	Security profile changes.	
	1.6.1.7	Attempts at logging into the system.	
	1.6.1.8	Details of password failures.	
	1.6.1.9	Attempts at accessing database tables.	
1.6.2		For each event (1.7.1), details that should be logged within the audit log include:	
	1.6.2.1	Field and table name.	
	1.6.2.2	Transaction/Screen ID.	
	1.6.2.3	User ID.	
	1.6.2.4	Date and time of entry.	
	1.6.2.5	Organisation unit/branch.	
	1.6.2.6	Action (Create, Update or Delete).	
	1.6.2.7	Previous and new value.	
	1.6.2.8	Unique Terminal ID.	
	1.6.2.9	Form errors (workflow).	
	1.6.2.10	Result of attempting to log in or access database tables (eg successful/unsuccessful).	
1.6.3	1.6.3.1	The system shall ensure all encrypted data items remain encrypted in the audit log.	
1.6.4		The system shall allow the user to generate reports from the audit log according to user-defined criteria.	

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GIPA Act s 14 - Table 4(b)

		1.6.5	The system shall allow the user to generate reports from the audit log according to user-defined criteria, including: <ul style="list-style-type: none"> * Report name/ID. * Transaction/screen ID. * Field and table name. * Workflow event. * User ID. * Date and time of entry. * Organisational unit/branch. * Action (create, update, delete, successful/unsuccessful event). * Previous and new value. * Unique terminal ID. * Printer ID.
		1.6.6	Potential to audit trail access to audit data and secure specific access.
		1.6.7	The system shall ensure the audit data is protected so that only read access is permitted for users.
		1.6.8	The system shall segregate the audit log. (i.e.. store it on a separate piece of hardware)
		1.6.9	The system shall allow for an automated file transfer of the audit log in real time and in a secure manner.
		1.6.10	Archive audit records to specified digital media.
1.7			Documentation and Procedures
		1.7.1	Documentation must also be available online, i.e. PDF or HTML based format.
		1.7.2	Updates are provided on computer readable media.
		1.7.3	Reference material be reproduced for internal use.
		1.7.4	Procedures manuals can be tailored to a specific implementation.
		1.7.5	It is expected the application vendor provide a knowledge base environment accessible by specified customer users. This should provide FAQ's, email and forums.
		1.7.6	Change request documents are required for customer feedback and functional change requirements.
		1.7.7	Documentation must be available for performing standard operational support procedures. Documentation required is to include:
		1.7.7.1	Error message manual.
		1.7.7.2	Operator manual eg Daytime operations, Day end operations, Demand jobs, Backup/recovery/restart, Handling errors and exceptions, Requesting vendor support, Disaster recovery procedures.
		1.7.7.3	Installation/ release guides.
		1.7.7.4	Technical manuals.
		1.7.7.5	Programmer manuals.

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Number		Description	Requirement	Column(s)
	1.7.7.6	User manuals detailing such items as data entry procedures, input forms and their use, balancing and reconciliation procedures.		GIPA Act s 14 - Table 4(b)
	1.7.7.7	Report writer manuals.		
	1.7.7.8	Database administrator manuals.		
	1.7.7.9	Security administrator manuals.		
	1.7.7.10	Standard reports manual.		
	1.7.7.11	Data dictionaries etc.		
	1.7.7.12	Implementation documentation.		
1.7.8		System Documentation to include:		
	1.7.8.1	System flowcharts.		
	1.7.8.2	System narratives.		
	1.7.8.3	File layouts.		
	1.7.8.4	Data element descriptions.		
	1.7.8.5	Screen formats.		
	1.7.8.6	Report layouts.		
	1.7.8.7	Data validation routines.		
	1.7.8.8	Utility programs.		
	1.7.8.9	Recovery programs.		
	1.7.8.10	Security schemes.		
	1.7.8.11	Logic design.		
	1.7.8.12	Sample job control/database language.		
	1.7.8.13	Program flowcharts.		
	1.7.8.14	Program narratives.		
	1.7.8.15	Audit/control techniques descriptions.		
	1.7.8.16	Sample pre-printed forms (input/output).		
	1.7.8.17	Disk space usage estimation worksheet/guide.		
	1.7.8.18	Installing software.		
	1.7.8.19	Disk requirements.		
	1.7.8.20	Memory requirements.		
	1.7.8.21	Network and telecommunications requirements.		
	1.7.8.22	Computer resource requirements.		
1.7.9		System audit documentation to include:		
	1.7.9.1	Required file/database names.		
	1.7.9.2	File sizing.		
	1.7.9.3	File allocation and initialisation.		
	1.7.9.4	File distribution and placement.		
1.7.10		Package administration procedures:		
	1.7.10.1	DBMS/file system maintenance.		
	1.7.10.2	End-user security/function access.		
	1.7.10.3	Parameter/master file maintenance.		

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Migration			Feature	Report	Comment
		1.7.10.4	Updating the software.		GIPA Act s 14 - Table 4(b)
		1.7.10.5	Disaster recovery functions.		
1.8			General Reporting		
	1.8.1		Report production must be undertaken from within the HRIS or by an integrated approved "best of breed" package.		
	1.8.2		Based on report type, set up generic selection criteria to filter on standard reports eg. for HR type reports, generic selection criteria could include, date range, organisational hierarchical structure, award classification, employment type, costing unit code, ASCO code, designation etc		
	1.8.3		Reports are to be produced for information based on a point in time. eg. EFT number of staff under a certain award classification as at a specified date.		
	1.8.4		Produce comparative style reports, comparing data across multiple points in time.		
	1.8.5		Capacity for trained system administrators to modify standard reports and save the modified report as a new standard report.		
	1.8.6		Reporting generation criteria should provide for Boolean style (and/or) and string based (e.g. Report on all cost centre codes beginning with 'ba', or report on all records with 'd' as the third letter in the code).		
	1.8.7		Must be able to produce complex reports and accommodate the following.		
		1.8.7.1	Accommodate multiple entry reporting. Eg. Report on employee package history may contain multiple entries for multiple reported packages during the life on the employee		
		1.8.7.2	Accommodate summarized and matrix style reporting, including multiple level reporting eg. Cost centre summary, annual summary		
		1.8.7.3	Report on data contained in multiple tables – without contravening table relationships.		
		1.8.7.4	Table relationships and table identifiers to be available for user reference during report preparation.		
		1.8.7.5	Use different operators for defining a calculation. * Boolean (i.e., and, or) * Compute * Concatenation * Relational		
		1.8.7.6	Sort output by multiple levels and employee number or name.		
	1.8.8		Reports should conform to access control and audit requirements.		
	1.8.9		Security attached to all reporting must be linked to HR/Payroll logon security.		
	1.8.10		Based on security privileges, users are able to access and generate standard reports from defined reporting menus.		

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ID		Description	Priority	Category
	1.8.11	Views of standard reports across the organisation will vary according to security profile eg. A single location based report will produce a result dependent on the location of the user and their security level.		
	1.8.12	The system should have the ability to view current reporting status with the additional functionality to notify users at completion with status results.		
	1.8.13	Report output should be flexible so that both online and printed versions can be processed at the same time. Output format should support text, PDF, XML, HTML, CSV etc.		
	1.8.14	Users should have the ability to prioritise/limit reporting, with the ability to modify attributes such as: * Max Processor time * Record limits * priority order		
	1.8.15	Reports should be capable of being previewed on-line, and modified where required, prior to printing.		
	1.8.16	The facility should be available to provide user defined printer selection and the number of copies required.		
	1.8.17	The system should provide the ability to cancel print requests, report requests and enquiries.		
	1.8.18	Reports should be able to be scheduled to generate automatically at frequencies based on user requirements (eg: weekly, fortnightly, monthly etc)		
	1.8.19	Users should have the ability to configure report output and direct to various destinations such as screen, printer, fax, email, web site, mobile phone, file or desktop application.		
	1.8.20	Reports or groups of reports can be set up to run in batch mode for a future date or time or on a recurring basis.		
	1.8.21	System can supply details for standard Australian Bureau of Statistics (ABS). Types of reports are included on the ABS website, under statistics (www.abs.gov.au). Examples include: * ABS Report of Employment and Earnings * ABS Labour Cost Index Report * ABS Survey of Average Weekly Earnings		
	1.8.22	The generating of reports should have little or no impact on the performance of the operational system.		
	1.8.23	Perform "what if" simulation with system data.		
	1.8.24	Report on archived data.		
	1.8.25	Create user-defined queries and be able to store for later reference.		
	1.8.25.1	Maintain a catalogue of queries.		
	1.8.25.2	Allow many user levels to create queries and store in their own libraries.		
	1.8.25.3	Maintain security access for queries.		

GIPA Act s 14 - Table 4(b)

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Requirements			Priority	Response	Comment
		1.8.25.4		Able to use wildcards.	GIPA Act s 14 - Table 4(b)
		1.8.25.5		Support sort a query using any element.	
		1.8.25.6		Support use calculations when defining a query (create a virtual field).	
1.9				Ad hoc Reporting	
	1.9.1			The reporting environment must provide the ability to create adhoc reports. These could become standard reports written for stakeholder groups.	
	1.9.2			The adhoc report writer should be capable of being operated by trained user staff and should not require systems or programming staff assistance.	
	1.9.3			Adhoc reporting must be user friendly and in plain language.	
	1.9.4			Adhoc reporting is to recognise pre-determined system security at the user level i.e. users can only access and report on fields and organisational units that they have access to.	
	1.9.5			Based on security privileges, all fields within the database, including configuration tables and historical information, are to be available to users for the purposes of writing adhoc reports.	
	1.9.6			Report creation should be based on a form based, SQL or a natural language query. This should include the ability to created derived and aggregate fields.	
	1.9.7			Adhoc reporting functionality should include the ability to:	
		1.9.7.1		* Enquire and extract information into a report format	
		1.9.7.2		* filter the data	
		1.9.7.3		* Sort the data	
		1.9.7.4		* Perform calculations	
		1.9.7.5		* Create totals	
		1.9.7.6		* Format the report	
		1.9.7.7		* Print the report to a user-specified printer	
		1.9.7.8		* Save the report results for later recall	
		1.9.7.9		* Save the query for later re-creation	
		1.9.7.10		* Access more than one file for report creation	
		1.9.7.11		* Create report headings and borders	
		1.9.7.12		* Control printing of headings conditionally.	
		1.9.7.13		* Specify user-controlled page breaks in reports	
		1.9.7.14		* Specify number of print lines per page	
	1.9.8			Control ad hoc reports parameters such as * CPU maximum time. * Record volume. * Access control criteria	
	1.9.9			Selective users should be able to develop and maintain a comprehensive and easily accessible help menu for adhoc reporting.	
	1.9.10			Selective users should be able to record and maintain a reference dictionary for names of data elements.	

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Requirement			Comments	Response	Comments
	1.9.11		Alias names should be able to be defined for database tables and data elements to assist in user-friendly reporting.	GIPA Act s 14 - Table 4(b)	
	1.9.12		Users should have the ability to publish and enable the predefined reports to user groups.		
	1.9.13		The reporting environment must allow the user to pre-define and save reports.		
	1.9.14		Users should have the ability to re-run the saved reports with various input parameters based on specific metadata		
	1.9.15		The adhoc report writer should be able to produce various forms of graphical output within the application.		
	1.9.16		Produce and modify correspondence style documents and letters.		
	1.9.17		User should be able to purge own reports.		

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				Priority	Comment
2				Workforce Management	GIPA Act's 14 - Table 4(b)
	2.1			Establishment and Organisation	
		2.1.1		Establish and Maintain Positions	
			2.1.1.1	Create, store and update position information including recording future changes to a position, position description, incumbents, competency and capability requirements.	
			2.1.1.2	System contains one Masterfile for Positions which is used by other modules so there is no redundancy or duplication of data.	
			2.1.1.3	Deactivate a position and retain history.	
			2.1.1.4	The system should keep a record of inactive/abolished positions.	
			2.1.1.5	Globally change data items in a position record, across some or all position numbers.	
			2.1.1.6	Transfer positions from one organisational unit to another within the agency.	
			2.1.1.7	Accommodate matrix organizational structure.	
			2.1.1.8	Group positions and position type into Job families.	
			2.1.1.9	Allow abolished positions to be reactivated by an authorised user.	
			2.1.1.10	Clone positions	
			2.1.1.11	Record and maintain information pertaining to job analysis and evaluation.	
		2.1.2		Capture Organisation data elements	
			2.1.2.1	Position number.	
			2.1.2.2	Position code for the Premier's Department (field must be capable of holding up to 15 alphanumeric digits, min 10 digits - alphanumeric). Note: Must be flexible in code content and dimension to reflect a composite reference of WFP and ANZSCO coding requirements	
			2.1.2.3	Position creation date.	
			2.1.2.4	Position cessation date.	
			2.1.2.5	Position title.	
			2.1.2.6	Position location.	
			2.1.2.7	Reporting relationships as a component of organisational structure. Functional and direct reporting lines to be accommodated.	
			2.1.2.8	Salary Information including Salary range, grade and midpoint, beginning step.	
			2.1.2.9	Position type (full time/part time/casual/permanent/temporary etc.).	
			2.1.2.10	Position hours.	
			2.1.2.11	Position salary/rate.	
			2.1.2.12	Position status (active, inactive).	
			2.1.2.13	Occupancy Status (acting, vacant, filled).	

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Function		Requirement	Response	Comments
		2.1.2.14	Occupancy Strategy (user defined eg. Temporary Permanent, Not to be Filled, Unfunded)	GIPA Act s 14 - Table 4(b)
		2.1.2.15	Responsibility centre code.	
		2.1.2.16	Supervisor position(s).	
		2.1.2.17	Subordinate positions.	
		2.1.2.18	Previous position number - if position is moved, upgraded.	
		2.1.2.19	Job Classification.	
		2.1.2.20	Position Classification	
		2.1.2.21	Default Pay Frequency for a Position (eg. fortnightly, weekly, monthly).	
		2.1.2.22	Default Shift for a Position.	
		2.1.2.23	Inactive date.	
		2.1.2.24	Filling restrictions.	
		2.1.2.25	Relevant competency standards/capabilities appropriate to position.	
		2.1.2.26	Safety training requirements.	
		2.1.2.27	Security clearance needs eg Working with Children etc.	
		2.1.2.28	Required stores/equipment. Lists are established in separate table structure and linked to Position.	
		2.1.2.29	Position Entitlements (eg award provisions, leave, allowances).	
		2.1.2.30	Displays current employee's salary/wage and allowance details for nominal, actual and relief positions.	
		2.1.2.31	Record of historical salary/wage and allowance details for positions.	
		2.1.2.32	Last evaluation date.	
		2.1.2.33	Overrun status - flag to indicate that the position is under/over allocated	
	2.1.3		Record Costing & Budget Information for Positions	
		2.1.3.1	Record and maintain establishment (staffing budget) against each position.	
		2.1.3.2	Assign budget approval to each position or group of positions.	
		2.1.3.3	Record and assign cost centres (including multiple cost allocations) against each position or group of positions. This will be used for reporting and allocation purposes within the organisation. Note: System must be flexible in that costing can be assigned to org structure, position, person or at pay transaction level. A person's cost centre can be defaulted from their position and the position from the Org Structure. Costing can be overridden at any level including pay transaction level.	
		2.1.3.4	System must be flexible in that costing can be assigned to Org Structure, Position, Person or at Pay Transaction level.	
		2.1.3.5	Keep a history of costing and allow for future changes.	

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Number			Feature	Response	Comment
		2.1.3.6	Cost temporarily transferred officers wholly or partly against the transferred cost area rather than substantive cost area. For example, if a person is acting in a different position, it picks up the cost centre from where there are acting.		GIPA Act s 14 - Table 4(b)
		2.1.3.7	Update cost centre codes electronically from Finance System (via either run-time or batch scripting etc.)		
		2.1.3.8	Be able to look up Classification/Grade & Fixed Allowances tables to attach dollar values, so that monetary amounts can be incorporated in management reports.		
		2.1.3.9	The system should provide modelling facilities to allow "what if" scenarios to assist with planning and budgeting.		
	2.1.4		Assign Employees to Position		
		2.1.4.1	Be establishment based i.e. an employee should not be appointed unless an appropriate position exists.		
		2.1.4.2	Allow a position to have substantive and acting occupants and record where these occupants belong.		
		2.1.4.3	Allow a position to have more than one substantive or acting occupant (but total occupancy not greater than 1).		
		2.1.4.4	Accommodate job share arrangement i.e.. where 2 employee share one position (Total EFT <=1).		
		2.1.4.5	Record one or more temporary relief employees working in a single position which is vacant or currently filled with an employee who is absent.		
		2.1.4.6	Be able to show occupancy and vacancy details, including details of employee associated with the position.		
		2.1.4.7	Allow the user to modify position details as appropriate for the current incumbent, but retain the original establishment details on the system i.e. allow for actual position details for present incumbent to retain the establishment details.		
		2.1.4.8	Maintain both actual and nominal vacancy rates and should also be able to accommodate secondment arrangements.		
		2.1.4.9	When creating new employees or transferring existing employees, Position details (eg conditions of employment and award conditions) are defaulted at employee level based on the Position entered. Information held at Position level should not have to be re-keyed.		

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		2.1.5	<p>Store and calculate multiple FTE types & number of incumbents against a position:</p> <p>Note: The definition of FTE here is not the same as the FTE definition in the Workforce Profile section.</p>
		2.1.5.1	1. Nominal (budgeted) FTE - Normally it would be 1, but for part-time position it would be less than 1, and for generic positions, it could be more than 1.
		2.1.5.2	2. Actual FTE - derived field based on incumbency and their personal FTE. If 2 people, working half time fill a position, then the calculated FTE = 1.
		2.1.5.3	Authorised Incumbents - allowable headcount for the position. It is used to limit the number of bodies that can be assigned to a position.
		2.1.5.4	Actual Incumbents - derived field based on occupancy headcount.
		2.1.6	Run or create standard Establishment reports
		2.1.6.1	Should be able to support the structure of the organisation and improve the useability of organisation information to facilitate improved management reporting and workforce planning.
		2.1.6.2	Record and interpret reporting structure on positions and incumbents including FTE, incumbents, substantive, filled and vacant positions.
		2.1.6.3	Compare actual staff numbers against budgeted staff allocation, on a specified period basis.
		2.1.6.4	Provide statistical information against all employee demographics.
		2.1.6.5	Flag where an establishment has been exceeded on any particular date.
		2.1.6.6	Provide 'what if' scenario and work force planning functionality for budgeting and organizational re-structuring.
		2.1.6.7	Project personnel cost based on staffing requirements.
		2.1.6.8	Maintain and update grade, education and competency/capability requirements against each position, providing for analysis against incumbent or prospective incumbent.
		2.1.6.9	Profiling an accepted skill set/experience/education requirement for a employee to match against applicants/ other employees.
		2.1.6.10	System generated workflow/report if a position has immanent cessation and current incumbent.
		2.1.6.11	Accommodate hierarchical organizational structure or multiple companies in XML format for publication on Intranet. This may be the function of a third party tool, however should be seamless.
		2.1.7	Provide protected access and audit (user defined) trail for all updates as the data involved determines remuneration.
		2.1.8	Integrate with vacancy management.

GIPA Act s 14 - Table 4(b)

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		2.1.9		Support the Approval/Delegation process based on Position for workflow/ESS activities. e.g. level of financial responsibility, approval of leave.	
	2.2			Workforce Profile	
		2.2.1		<p>Need to Record the following data to extract and report on a range of data as defined by the NSW Premiers Department for the Workforce Profile report.</p> <p>The Workforce Profile is a data collection on the characteristics of NSW public sector employment. It includes demographic information such as age, gender, EEO group membership and work location, as well as employment information such as; hours worked, leave patterns, remuneration and mobility within the sector.</p> <p>The Workforce Profile is collected annually and quarterly. It was developed following consultation between the NSW Treasury and the Premier's Department.</p> <p>The complete Data Specification is attached - refer to Appendix "Workforce Profile Collection - Data Specification & Appendices".</p> <p>Note: The calculated FTE and Override section of the data specification does not need to be produced by the system. The FTE calculation is calculated by the Premier's department, based on the Remuneration data. Any overrides to the FTE (eg due to Leave Paid in Advance) is done outside the system.</p>	
		2.2.2		Report needs to extract information on all employees (permanent, temporary, casual, secondment, apprentices, on leave et.) employed at the agency during the annual annual/quarterly reference period. Non employees (Board members, non paid workers, contractors, volunteers etc) are not included.	
		2.2.3		Biographical Details	
			2.2.3.1	Agency Code (numeric 3.0)	
			2.2.3.2	<p>Unique Identifier assigned to each employee (alphanumeric x18)</p> <p>For multiple employments, report these as separate records but use the same unique identifier.</p>	
			2.2.3.3	<p>Date of Birth (yyyymmdd) (Numeric 8.0)</p> <p>Other Valid codes</p> <ul style="list-style-type: none"> -1 = Missing -3 = Withdrawn 	

GIPA Act s 14 - Table 4(b)

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Identifier			Field Name	Response	Comments
		2.2.3.4	Gender (Numeric 2.0) 1 = Male 2 = Female -1 Missing -3 Withdrawn		GIPA Act s 14 - Table 4(b)
		2.2.3.5	Employee Location - four digit standard postcode (numeric 4.0) Other valid codes 9999 = EE working in location without an Australian postcode eg London, Tokyo -1 = missing		
		2.2.3.6	Aboriginal Person or Torres Strait Islander. (numeric 2.0) 1 = Aboriginal 2 = Torres Strait Islander 3 = Aboriginal & Torres Strait Islander 4 = not Aboriginal & Torres Strait Islander -1 = missing		
		2.2.3.7	Person with a Disability (numeric 2.0) 1 = Disability requiring adjustment at work. 2 = Disability not requiring adjustment at work. 3 = Person with a disability (to be used only where information about adjustment has not been collected/recorded by agency). 4 = No disability. -1 = Missing.		
		2.2.3.8	Person from a Racial, Ethnic or Ethno-Religious minority group. 1 = Person from a Racial, Ethnic or Ethno-Religious Minority Group 2 = Person not from a Racial, Ethnic or Ethno-Religious Minority Group -1 = Missing. Note: For the purposes of EEO data collection, Aboriginal persons and Torres Strait Islanders are recognised as a separate group and should be reported under Item 2a.		
		2.2.3.9	Language first spoken as a child. (numeric 2.0) 1 = English 2 = Other Language -1 = Missing.		
		2.2.4	Employment Data		
		2.2.4.1	Employing Legislation Identifier (Numeric 3.0) - Valid code for the primary legislation under which the employee is employed. Other valid codes -1 = missing		

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Number			Feature	Response	Comment
		2.2.4.2	Award determining Salary Rate. (Alphanumeric x8) - Valid code for the award, agreement or determination which provides for the employee's base rate of pay. Other valid codes -1 = missing	GIPA Act s 14 - Table 4(b)	
		2.2.4.3	Award determining Conditions of Employment. (Alphanumeric x8) - Valid code for the Award and/or Agreement which determines the employee's primary conditions of employment. Other valid codes -1 = missing		
		2.2.4.4	Agency or Occupation Specific Award. (Alphanumeric x8) - Valid code for a supplementary Award or Agreement that determines a range of conditions of employment. Other valid codes -1 = missing -2 = not applicable		
		2.2.4.5	Usual Hours Worked (Numeric 4.2) - The number of paid hours the employee is contracted to work per week, excluding overtime (paid or unpaid). Most are either 35 or 38 hours per week. Other valid codes -1 = missing -2 = not applicable		
		2.2.4.6	Total Number of Hours Paid Quarterly Reference Period. (Numeric 5.2) - the total of actual number of paid hours including leave that the employee is contracted to work. It excludes OT etc. Other valid codes -1 = missing -2 = not applicable		
		2.2.4.7	Total Number of Hours Paid Annual Reference Period. (Numeric 6.2) - the total of actual number of paid hours including leave that the employee is contracted to work. It excludes OT etc. Other valid codes -1 = missing -2 = not applicable		

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Business Unit			Business Unit	Business Unit	Business Unit	
		2.2.4.8	<p>Overtime Hours (Numeric 6.2) - the number of hours of paid overtime worked by the employee during the reference period. Other valid codes 0 = Hours for employees who are eligible for paid overtime but did not work any in the relevant period. -1 = missing -2 = not applicable</p>	GIPA Act s 14 - Table 4(b)		
		2.2.4.9	<p>Employment Category (Numeric 2.0) - the nature of the employee's employment contract with the agency. Valid Codes include: 1 = Permanent – Senior Officer under Crown Employees Senior Officers Award 2 = Permanent – Other than Senior Officer under Crown Employees Senior Officers Award 3 = Temporary Employee 4 = Contract – Executive – Senior Executive 5 = Contract – Non-Executive 6 = Casual 7 = Sessional or Seasonal 8 = Cadet 9 = Trainee 10 = Apprentice 11 = Retained Staff 12 = Contract – Executive-SES Equivalent 14 = Temporary Teachers (DET only) 15 = Statutory Appointees and Tipstaves (Attorney-General's only) 16 = Health Executive Service (NSW Health only) 17 = Graduate -1 = Missing</p>			
		2.2.4.10	<p>Census Date Status (Numeric 2.0) - Indicates the employment status of an employee at the last pay day of the collection period. Valid codes include: 1 = Yes (Employee considered to be an employee of the agency on the census date. 2 = No (Employee not considered an employee of the agency on the census date) 3 = Casual employee who did not work during the last pay period of the reference period but is considered to be an employee of the agency at this date. They must have worked during the reference period and are still 'on the books'</p>			

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Number			Feature	Requirement	Comment
		2.2.4.11	<p>Total hours paid (Census Period). (Numeric 6.2) - The total actual number of paid hours for the employee for the last fortnightly pay period in the reference period.</p> <p>Other valid codes include: 0 = Employees who were employed by the agency but did not receive any remuneration for the last fortnightly pay period of the census period. -2 = Not Applicable (i.e. separated employees)</p>		GIPA Act s 14 - Table 4(b)
		2.2.4.12	<p>Standard Week Full time Award/ Contract hours. (Numeric 4.2) - The number of paid hours the employee would be contracted to work each week (under the relevant Award or Contract) as a full-time employee in that type of position or occupation.</p> <p>Other valid codes -1 = missing -2 = not applicable</p>		
		2.2.4.13	<p>Number of days Quarterly Reference Period. (Numeric 3.0)</p>		
		2.2.4.14	<p>Number of days in Annual Reference period. (Numeric 3.0)</p>		
		2.2.4.15	<p>Position Code. (Numeric 10.0) - a valid 10-digit WFP Position Code developed by the NSW Premier's Department.</p> <p>Other valid codes 999999999 = missing</p>		
		2.2.4.16	<p>ANZSCO - Australian and New Zealand Standard of Classification of Occupations (6 digit) (Numeric 6.0) - Valid code relating to the employee's position. This used to be the ASCO code.</p> <p>Other valid codes -1 = missing -2 = not provided</p>		
		2.2.4.17	<p>Treasury Code (Alphanumeric x5) - A code required by Treasury to categorise employees.</p> <p>Other valid codes -1 = missing -2 = not provided</p>		
		2.2.5	<p>Remuneration</p>		

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Business Requirements				Priority	Business Process	Business Unit
			2.2.5.1	<p>Total Annual Base Remuneration (Substantive Position). (Numeric 9.2) - includes base salary and any salary packaged or sacrificed components. It does not include employer's contribution to superannuation nor does it include allowances of any kind. Earning codes included should be specified in a user maintained table.</p> <p>Other valid codes -1 = missing -2 = not applicable</p>	GIPA Act s 14 - Table 4(b)	
			2.2.5.2	<p>Total Annual Base Remuneration (Current Position). (Numeric 9.2) - includes base salary and any salary packaged or sacrificed components. It does not include employer's contribution to superannuation nor does it include allowances of any kind. Earning codes included should be specified in a user maintained table.</p> <p>Other valid codes -1 = missing -2 = not applicable</p>		
			2.2.5.3	<p>Recruitment Remuneration. (Numeric 9.2) - the annual full time base remuneration for the employee when first recruited. Only applies to employees who commenced employment with the agency during the reference period.</p> <p>Other valid codes -1 = missing -2 = not applicable</p>		
			2.2.5.4	<p>Total Gross Earnings (Year to Date). (Numeric 9.2) Total actual gross earnings of payments as defined in the Workforce Profile Data Specifications. Earning codes included should be specified in a user maintained table.</p> <p>Other valid codes 0 = Permanent employees who did not receive any remuneration.</p>		
			2.2.5.5	<p>Total Gross Earnings (Census Pay Period). (Numeric 9.2) - The total actual gross earnings of the employee for the last fortnightly pay period in the reference period. Earning codes included should be specified in a user maintained table.</p> <p>Other valid codes 0 = employees who were employed by the agency but did not receive any remuneration for the last fortnightly pay period. -2 = Not Applicable -3 = Withdrawn.</p>		

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Number			Field	Requirement	Comment
		2.2.5.6	Actual Earning - Overtime Payments. (Numeric 9.2) - Overtime paid to the employee during the reference period. Earning codes included should be specified in a user maintained table. Other valid codes 0 = Employees whose employment conditions provide for paid overtime but who did not receive any overtime payments during the reference period. -1 = Missing (information not recorded) -2 = Not Applicable -3 = Withdrawn.	GIPA Act s 14 - Table 4(b)	
		2.2.5.7	Actual Earnings - Higher Duties Allowance. (Numeric 9.2) - Higher duties allowance paid to the employee during the reference period. Earning codes included should be specified in a user maintained table. 0 = Employees whose employment conditions provide for Higher Duties but who did not receive any overtime payments during the reference period. -1 = Missing (information not recorded) -2 = Not Applicable -3 = Withdrawn.		
		2.2.5.8	Actual Earnings - Lump Sum Payments (Voluntary Redundancy). (Numeric 9.2) - Lump Sum payments for voluntary redundancy during the reference period. Earning codes included should be specified in a user maintained table. Other valid codes 0 = Employees whose employment conditions provide for one of these allowances but who did not receive any during the reference period. -1 = Missing (information not recorded) -2 = Not Applicable -3 = Withdrawn.		
		2.2.5.9	Actual Earnings - Lump Sum Payments (Severance). (Numeric 9.2) - Lump Sum payments paid to the employee as part of severance pay during the reference period. Earning codes included should be specified in a user maintained table. Other valid codes 0 = Employees whose employment conditions provide for one of these allowances but who did not receive any during the reference period. -1 = Missing (information not recorded) -2 = Not Applicable -3 = Withdrawn.		

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ID NUMBER			DESCRIPTION	STATUS	COUNTY
		2.2.5.10	<p>Actual Earnings - Recruitment & Retention/Skills Shortage Allowance. (Numeric 9.2) - Recruitment and Retention Allowance (SES employees) or Skills Shortage Allowance (non SES employees) paid to the employee during the reference period. Earning codes included should be specified in a user maintained table.</p> <p>Other valid codes</p> <p>0 = Employees whose employment conditions provide for one of these allowances but who did not receive any during the reference period.</p> <p>-1 = Missing (information not recorded)</p> <p>-2 = Not Applicable</p> <p>-3 = Withdrawn.</p>		
		2.2.5.11	<p>Salary Maintenance. (Numeric 2.0) Salary maintenance paid to the employee during the reference period. Earning codes included should be specified in a user maintained table.</p> <p>Other valid codes</p> <p>1 = Yes</p> <p>2 = No</p> <p>-1 = Missing (information not recorded)</p> <p>-2 = Not Applicable</p> <p>-3 = Withdrawn.</p>		
		2.2.6	<p>Leave</p> <p>Note: For the leave items listed below, other valid codes include:</p> <p>0 = Employees whose conditions of employment provide for this type of leave but who did not take any during the reference period.</p> <p>-1 = Missing (information not recorded)</p> <p>-2 = Not Applicable</p> <p>-3 = Withdrawn.</p>		
		2.2.6.1	Recreation Leave Accrued at Census Date. (Numeric 6.2)		
		2.2.6.2	Recreation Leave Taken during Annual Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.3	Sick Leave Accrued as at Census Date (Numeric 6.2)		
		2.2.6.4	Paid Sick Leave Taken during the Quarterly Reference Period. (Numeric 5.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.5	Paid Sick Leave Taken during the Annual Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table. Earning codes included should be specified in a user maintained table.		

GIPA Act s 14 - Table 4(b)

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ID			Requirement	Response	Comment
		2.2.6.6	Unpaid Sick Leave Taken during the Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.	GIPA Act s 14 - Table 4(b)	
		2.2.6.7	Paid Sick Leave Taken as Carer's Leave during the Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.8	Extended Leave Accrued as at Census Date (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.9	Extended Leave Taken at Full Pay during the Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.10	Extended Leave Taken at Half Pay during the Reference period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.11	Maternity/Parental Leave Taken at Full Pay during the Reference period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.12	Maternity/Parental Leave Taken at Half Pay during the Reference period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.13	Unpaid Maternity/Parental Leave taken during the Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.14	Family and Community Services Leave Taken during the Reference Period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.15	Unpaid Leave. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
		2.2.6.16	Extended Leave Taken at Double Pay during the Reference period. (Numeric 6.2) Earning codes included should be specified in a user maintained table.		
	2.2.7		Mobility		
		2.2.7.1	Date of Most Recent Public Sector Entry. (Numeric 8.0) - The date of commencement for the employee's current period of employment in the NSW public sector. Other valid codes -1 = Missing yyymm01 = where the day of the month is unknown. yyyy0101 = where the day of the month and the month are unknown.		

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Function			Process	Requirement	Comments
		2.2.7.2	<p>Date of Commencement in Agency. (Numeric 8.0) Other valid codes -1 = Missing yyyyymm01 = where the day of the month is unknown. yyyy0101 = where the day of the month and the month are unknown.</p>	GIPA Act s 14 - Table 4(b)	
		2.2.7.3 cont.	<p>Movement Type. (Numeric 3.0) - An indicator used to describe a change in an employee's employment situation that has taken place at some stage during the annual reference period. If more than one movement has occurred during the reference period only the most recent movement must be recorded. Valid Codes include CONTINUOUS EMPLOYEES 100 = No change over the reference period 101 = Promotion internal 102 = Permanent employee separating and continuing as casual or temporary employee 103 = Continuous – other/unknown RECENTLY COMMENCED EMPLOYEES 200 = Promotion from outside the agency but within the NSW public sector 201 = Transfer from outside the agency but within the NSW public sector 202 = Redeployment from outside the agency but within the NSW public sector 203 = Secondment from outside the agency but within the NSW public sector 204 = Commencement from outside the NSW Public Sector 205 = Other/Unknown reason for commencement from within/outside the NSW public sector</p>		

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Number			Feature	Response	Comment
		2.2.7.3	<p>Cont. from above SEPARATED EMPLOYEES SEPARATED TO ANOTHER NSW PUBLIC SECTOR AGENCY 300 = Promotion to another public sector agency 301 = Transfer to another public sector agency 302 = Redeployment to another public sector agency 303 = Secondment to another public sector agency SEPARATED FROM THE NSW PUBLIC SECTOR 304 = Resigned 305 = Retirement 306 = Deceased 307 = Dismissed 308 = Invalid Retirement 309 = Voluntary Redundancy 310 = Cessation of a fixed term contract 311 = Other reason for separation 312 = Casual and Sessional/Seasonal employees that became unavailable for employment during the reference period (i.e. were removed from the agency books and therefore no longer able to be engaged).</p>		<p align="center">GIPA Act s 14 - Table 4(b)</p>
		2.2.7.4	<p>Date of Separation. (Numeric 8.0) - Date of the most recent separation of employee from the agency, of those employees who ceased employment during the reference period. Other valid codes -2 = Not applicable yyyy01 = where the day of the month is unknown. yyyy0101 = where the day of the month and the month are unknown.</p>		

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Requirement			Requirement
		2.2.7.5	<p>Displaced Employees during the Annual Reference Period. (Numeric 2.0) - Whether the employee was displaced and either informally excess (i.e. supernumerary) or formally declared excess during the reference period. Valid Codes are:</p> <p>1 = Yes (staff member displaced but not formally declared excess with the Workforce Management Centre – include supernumerary employees) 2 = Yes (staff member was formally declared excess with the Workforce Management Centre) 3 = No (staff member's conditions of employment provide for the option of being declared excess, but not applied to staff member during the reference period). -1 = Missing. -2 = Not Applicable (staff member's conditions of employment do not provide for the option of being declared excess, eg casuals). -3 = Withdrawn.</p>
		2.2.8	Agency Optional
		2.2.8.1	<p>Agency Code 1. (Alphanumeric x 8) - Level 1 organisation code used to identify different units in your Agency hierarchy i.e. sub agency, division, unit cost centre. The item is optional. Other valid codes -2 = Not provided</p>
		2.2.8.2	<p>Agency Code 2. (Alphanumeric x 8) Level 2 organisation code used to identify different units in your Agency hierarchy i.e. sub agency, division, unit cost centre. This item is optional. Other valid codes -2 = Not provided</p>
		2.2.8.3	<p>Agency Code 3. (Alphanumeric x 12) - Level 3 organisation code used to identify different units in your Agency hierarchy i.e. sub agency, division, unit cost centre or any other Agency specific use. This item is optional. Other valid codes -2 = Not provided</p>
		2.2.9	<p>Calculated FTE and Overrides The following is not needed as the Premiers Dept derives this from other information, however many agencies would like the system to do the calculation for their own purposes.</p> <p>Any overrides to the FTE (eg due to Leave Paid in Advance) is done outside the system.</p>

GIPA Act s 14 - Table 4(b)

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Number			Feature	Report	Comment
		2.2.9.1	<p>Census Period FTE (calculated). (Numeric 9.7) - based on the total number of ordinary time worked (excluding OT etc) during the census payroll fortnight. FTE = $\frac{\text{Total Hours paid during the period being calculated}}{\text{Standard full time award hours for the period being calculated}}$</p> <p>For more details refer to the Workforce Profile Data Specifications Document</p>	GIPA Act s 14 - Table 4(b)	
		2.2.9.2	<p>Quarterly Reference Period FTE (calculated). (Numeric 9.7) - based on the total number of ordinary time worked (excluding OT etc) during the quarterly reference period. FTE = $\frac{\text{Total Hours paid during the period being calculated}}{\text{Standard full time award hours for the period being calculated}}$</p> <p>For more details refer to the Workforce Profile Data Specifications Document</p>		
		2.2.9.3	<p>Annual Reference Period FTE (calculated). (Numeric 9.7) - - based on the total number of ordinary time worked (excluding OT etc) during the annual reference period. FTE = $\frac{\text{Total Hours paid during the period being calculated}}{\text{Standard full time award hours for the period being calculated}}$</p> <p>For more details refer to the Workforce Profile Data Specifications Document</p>		
		2.2.10	<p>Record Work Profile defaults needed by the system to produce the extract file.</p>		
		2.2.10.1	<p>A user maintained Workforce Profile (WFP) Indicator table (selection criteria) needs to be provided so earning codes can be identified for inclusion in particular earnings calculations. For example Total Gross Earnings includes payments such as Base Salary, Public Holiday pay, Leave Loading etc, but does not include payments such as Meal & Travelling Allowances or Employers Superannuation.</p> <p>The report would use this table to extract the YTD record of Earnings Codes (Pay Components/Hours Types/Payment Types, etc.) paid to the employee.</p> <p>A user maintained table is needed so that if new Earning Codes are created, then they can be attached to the relevant WFP Indicator. This would avoid program changes each time a new Earnings Code is created.</p>		

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Business Area			Requirement	Priority	Comments
		2.2.12.2	<p>Additional information that Agencies may need to report on include:</p> <ul style="list-style-type: none"> * Disability Type * Nationality * Flexible work practices including: <ul style="list-style-type: none"> Offered to Disabled employees - part-year employment. Offered to Disabled employees - Variable-year employment. Career break schemes. Working from home occasionally. Working from home regularly. Short term absences for family and community service. Varying flexible hours as included in industrial instruments. 		GIPA Act's 14 - Table 4(b)
	2.3		Performance Management		
		2.3.1	Accommodate balanced score carding approach to organisational performance. Monitor performance against key performance indicators (KPI's) to link the Agency's strategy goals, objectives and targets.		
		2.3.2	Able to record Performance Appraisals for employees and non-employees		
		2.3.3	Automatically generate correspondence to an employee/manager during the performance review. Eg inform the manager when an employee has completed self review and inform employee when manager has completed review.		
		2.3.4	Record and maintain the various forms of appraisals undertaken on departmental employees.		
		2.3.4.1	<p>Information required to be recorded includes:</p> <ul style="list-style-type: none"> - name of person being appraised - employee identification number - employment status (e.g. permanent, temporary, probationary etc) - management unit the employee belongs to - reason for assessment (e.g. incremental progression, confirmation of permanency, annual assessment etc) - date appraisal undertaken - supervisor carrying out the appraisal - key achievement targets - Employee Self appraisals - Manager appraisals - record appraisal outcomes and set future assessment criteria if required. - record any review dates that need to be prompted - history of appraisal results - any comments in free-form text 		
		2.3.4.2	Accommodate changing performance criteria and evaluation methods.		

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			2.3.4.3	Line manager is able to create an individual performance plan, either directly within the system, or within a web enabled manager self-service environment.
			2.3.4.4	The system shall enable performance plan assessments to be completed by employees and line managers in a web-enabled self service environment.
			2.3.4.5	Allow authorised users to modify appraisal records as required.
			2.3.4.6	At a designated timeframe prior to the performance review date being reached, the system identifies employees who are due for the various types of performance reviews (such as for permanency process) and notifies the nominated reviewer of approaching deadlines.
			2.3.4.7	The system shall enable the user to generate 360° feedback templates.
			2.3.4.8	Automatically populate an individual's performance objectives from the responsibilities detailed in their position description or organisation unit's objectives.
		2.3.5		Record and maintain the various person performance management plans/programs undertaken on employees.
			2.3.5.1	Link Performance Appraisals to assessment of competencies and capabilities. * Access competencies/capabilities required for position occupied by person. * Assign competencies to an individual's record when a specified assessment or rating has been achieved in the performance plan.
			2.3.5.2	Integrate Performance Management information to training and development requirements via Competency Management/Skills module. Eg. System to automatically present available strategies for employee requiring development.
			2.3.5.3	Link Performance Appraisal functionality to Succession Planning functionality.
			2.3.5.4	Record person career path preferences.
			2.3.5.5	Set future assessment criteria, including work plans, developmental requirements, promotion prospects
			2.3.5.6	Record accelerated or withheld progression as a result of performance.
		2.3.6		Record and maintain disciplinary style performance management action plans for persons who are unsuccessful in meeting agreed performance levels..

GIPA Act s 14 - Table 4(b)

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Number			Feature	Response	Comment
		2.3.6.1	<p>Actions that are required to be recorded and maintained include:</p> <ul style="list-style-type: none"> - date case referred for review by appropriate conduct unit - date review of case undertaken - result of review (i.e. rejected/accepted) <p>if required:</p> <ul style="list-style-type: none"> - date disciplinary action commenced - penalty determined - date effective history of grievance details. - date appeal received - result of appeal process (e.g. upheld/rejected) - date of dismissal/annulment 	GIPA Act s 14 - Table 4(b)	
		2.3.7	<p>Allow for competency based progression in line with certain award conditions. Certain payee's are not given an automatic increment.</p> <p>If service is unsatisfactory, then the increment is withheld.</p>		
		2.3.8	Support performance-based awards.		
		2.3.9	The system shall enable the user to attach supporting information and documentation at each stage of the performance process		
	2.4		Human Resource Budgeting / Costing		
		2.4.1	Provide actual Vs budgeted costing information on flexible, user defined organisational levels i.e. department, unit, award, classification.		
		2.4.2	Compare actual against budget data in percentage variations as well as dollar amounts.		
		2.4.3	Allow variations in the staff profile to be made easily in response to changing staff requirements.		
		2.4.4	Provide projected costs based on user defined 'what if' scenarios.		
		2.4.5	Provide reports showing:		
		2.4.5.1	Actual and estimated payroll and on costs		
		2.4.5.2	Forward costing salary projections		
		2.4.5.3	Staff profile reports by department, unit, award, facility, directorate, classification		
		2.4.5.4	Impact of retrospective pay adjustments		
		2.4.6	Provide reports weekly, monthly, quarterly and annually		
	2.5		Industrial Relations & Award Management		
		2.5.1	All industrial awards, instruments and agreements can be recorded, tracked and maintained in a central register.		

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		2.5.1.1	Support multiple awards and multiple agreements within the organisational structure.	GIPA Act s 14 - Table 4(b)	
		2.5.1.2	Record and maintain effective-date details against each industrial award and instrument. For example title, narrative, employee category, negotiation status, employment conditions.		
		2.5.1.3	Associate issues, special cases and precedents with relevant award or agreement on a global or organisational unit basis.		
		2.5.1.4	Link award and agreement details to all relevant areas of the system including Payroll, Leave Management, Time & Attendance and Workforce Profile (refer to Workforce Profile section).		
		2.5.1.5	Record and maintain subscription information for industrial publications and external organisations. This includes, but is not limited to publication/organisation title, related award or agreement, subscription period, renewal date, cost and contact details.		
		2.5.1.6	Awards and agreements can be associated with one or more employee categories, organisational units and conditions of employment.		
		2.5.1.7	The system allows the user to link one or more awards with an enterprise bargaining agreement.		
		2.5.1.8	Where the same award is associated with multiple enterprise bargaining agreements, the system allows for variations to salary for the same classification level within the award.		
		2.5.1.9	Maintain history of changes to award and agreement information.		
	2.5.2	Research, Development & Consultation			
		2.5.2.1	Issues associated with the development and negotiation, implementation and interpretation of industrial instruments can be recorded, tracked and maintained in a central register that is made available to authorised personnel within the Department.		
		2.5.2.2	Record details associated with each registered issue, including such items as an issue description, status, related industrial instruments, interested parties, consultation/meeting notes (including dates, location, attendees, etc), action lists, cross references to hard copy files such as submissions and cases, costing information, impact statements, details of the negotiated outcome and action taken to implement the outcome.		
		2.5.2.3	Provide modelling tools that provide "what if" scenario analysis. Labour force modelling includes the modelling of costs and benefits due to enterprise bargaining, as well as modelling the process effects of any proposed award restructuring.		
		2.5.2.4	Provide award and enterprise bargaining modelling.		
	2.5.3	Conciliation & Arbitration			

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Number			Details	Response	Comment
		2.5.3.1	Industrial matters can be recorded, maintained and tracked in a central register.	GIPA Act s 14 - Table 4(b)	
		2.5.3.2	Record and maintain a range of descriptive data against each registered industrial matter. This includes items such as matter description, status, dates, free format comments, work time lost and outcome of the matter.		
		2.5.3.3	Associate industrial instruments, issues, unions involved, employee categories and locations involved with registered matters.		
		2.5.3.4	Issues associated with managing industrial matters heard by courts, tribunals and other industrial bodies can be recorded, maintained and tracked in a central database.		
		2.5.3.5	Record and maintain a range of descriptive data against each registered issue. This includes items such as issue description, court appearance/decision dates, strategies for action at court, requests for further information by the court, documents filed with the court, tracking parties involved e.g. barristers, solicitors, etc), award relating to issue, and issue resolution.		
		2.5.3.6	Report on all employee related information per award. This may include employee type, absences, terminations, tenure, transfers, performance.		
		2.5.3.7	Record grievance information - Date, Nature of Dispute, Union involved, Location, Corrective action taken, Union/Labour representative, Free text		
		2.5.3.8	Link Ministerial, Ombudsman and Anti-discrimination complaints to awards.		

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				Requirements	Comments
3				Recruitment Note: This module will be superseded by a new WoG eRecruit system	GIPA Act s 14 - Table 4(b)
	3.1			Vacancy Management	
		3.1.1		A vacant position is able to be identified by reference to the Position Establishment and the Position Occupancy based on specified rules and criteria.	
			3.1.2	Automatically assign a vacancy ID number to each advertisement or vacancy for filling	
			3.1.3	Allow the creation of a "vacant" status against any nominated position, with date and reason for vacancy.	
			3.1.4	Tag any position as substantively vacant when there is no current substantive occupancy, with date of vacancy.	
			3.1.5	Tag any position as temporarily vacant when the substantive occupant leaves the position temporarily and there is no replacement for the position, with date of vacancy.	
			3.1.6	Tag any position where the total time fraction of current occupancy is less than the occupancy threshold specified for the position.	
			3.1.7	Record reason for vacancy, eg promotion, transfer, internal appointment, or external appointment or a combination and whether the vacancy is to be filled on a permanent, temporary or casual basis.	
			3.1.8	Record a vacancy or position as a proportion of an FTE count.	
			3.1.9	Record a Closing Date for a Vacancy. This needs to be recorded	
			3.1.10	Display vacant position details such as Business unit, branch, section, sub-section, location, Classification, Award and Job Grading.	
			3.1.11	Record approving officer delegate for the advertising and filling of the vacancy.	
			3.1.12	Record and maintain selection criteria and position description documents against each vacancy and/or position and to automatically distribute these to applicants as part of a Job Application Kit upon submission of an application enquiry.	
			3.1.13	Aboriginal Nursing Undergraduate Cadetship. This is to indicated if position is an aboriginal nursing undergraduate cadetship to allow reporting.	
			3.1.14	Display Position Description from Position table.	
			3.1.15	Record physical requirements for a position.	
			3.1.16	Record immunisation status required for a position.	
			3.1.17	For temporary or contracted appointments, record the duration of the advertised vacancy and to utilise this information in its advertising.	
			3.1.18	Record, maintain and report on all costs associated with recruitment.	
			3.1.19	Duration of Vacancy / Appointment	

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					Comments
		3.1.2		Advertising Vacant Positions. Advertisements or expressions of interest for vacant positions can be created and maintained. Details relating to the vacant position which would be displayed with the advertisement in addition to information required for internal use must be able to be recorded and maintained, together with a history of former advertisements for the vacant position.	GIPA Act's 14 - Table 4(b)
			3.1.2.1	The system shall automatically produce a populated extract/form with details consistent with multiple media publication requirement formats including but not limited to hard copies and electronic formats.	
			3.1.2.2	Automate advertising of vacant positions via the internet / intranet or other media offered by recruitment agencies	
			3.1.2.3	Initiate re-advertising of a vacancy (eg. when insufficient or inadequate applications received)	
			3.1.2.4	Interface with websites (eg. JobsNSW), enabling automated posting of vacancies on the intranet and internet web sites.	
	3.2			Applicant Management	
		3.2.1		Applications for employment or transfer and associated details can be logged, tracked for both internal and external applicants (including non-employees).	
		3.2.2		Capture Applicant data elements (external & internal applicants)	
			3.2.2.1	For external applicants, assign an applicant tracking ID. This would be employee number for current or past employees.	
			3.2.2.2	Register receipt of application for advertised vacancy and notify applicant of receipt of application	
			3.2.2.3	Status of applicant eg. transfer, rehire.	
			3.2.2.4	Personal Details such as Title, Name, address, contact details, Date of Birth, Country of Birth, Citizenship / Residency Status. The current personal details of any applicant who is an existing employee will be retrieved and not require re-entry for registration of an application.	
			3.2.2.5	Gender and other EEO group details.	
			3.2.2.6	Working with children check data	
			3.2.2.7	Prohibited employment declaration data	
			3.2.2.8	Capture criminal record check data	
			3.2.2.9	Source of application (eg. Via intranet, internet, press advert, recruitment agency)	
			3.2.2.10	Immunisation status.	
			3.2.2.11	Driving licence details	

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Requirement			Details	Priority	Comments
		3.2.2.12	Record employee's previous employer by type (private enterprise, other state public sector jurisdiction, Commonwealth public sector, local government, other NSW public sector agency) including code for public sector agency (minimum 3 digits).		GIPA Act s 14 - Table 4(b)
		3.2.2.13	Amend standard acknowledgement form to accommodate supplemental information required of applicant (such as proof of duration of service).		
		3.2.2.14	Educational standards (eg. HSC, tertiary) & Qualifications.		
		3.2.2.15	Competencies/Capabilities Skills, knowledge, competencies		
		3.2.2.16	Memberships & Registrations		
		3.2.2.17	Languages spoken & level of fluency		
		3.2.2.18	Referee details per application		
	3.2.3		Ability for an applicant to re-submit application based on prevailing business rules and time periods dependent on user defined requirements.		
	3.2.4		Capture applications and applicant data via multiple sources. This includes lodging of applications via internal personnel entry, internet entry, JobBoards or remote terminal access.		
	3.2.5		Record Applicant applications without attaching to vacancy		
	3.2.6		Resumes & Correspondence		
		3.2.6.1	Support Interactive Voice Response for updates.		
		3.2.6.2	Support an applicant file which is automatically built from OCR reading?		
		3.2.6.3	Support attaching imaged documents to applicant files?		
		3.2.6.4	Support resume tracking where resumes can be scanned into the application.		
		3.2.6.5	Able to perform Resume Parsing - Applicant profile information (name, address, contact details, date of birth, education, employment history, skills, competencies etc) are automatically populated from resume, thus eliminating the need to fill out a complete profile manually.		
		3.2.6.6	Determine if an applicant already exists on the system (i.e. current or previous applicant or employee) in order to ensure that personal details for an applicant are not duplicated. To minimise duplication checks should cover DoB, address, preferred forms of names.		
	3.2.7		Record and store historically all application transactions for a period, based on prevailing policy, allowing applicant tracking and recruitment statistics to be provided.		
	3.3		Screening & Selection		
		3.3.1	Pre-screen & Route Applicants		
		3.3.1.1	Verification Checks - automate the culling of applications based on compliance with mandatory information requirements and/or selection criteria eg skills, education, criminal record, working with children check, Not to be employed flag		

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Requirement		Business	Response	Comment
	3.3.1.2	User-defined Selection Criteria is used for pre-screening (vaccinations, immunisations etc)	GIPA Act s 14 - Table 4(b)	
	3.3.1.3	Terminate the application process for persons identified as "Not to be Employed" Tag these applications for review.		
	3.3.2	Manage Interview process		
	3.3.2.1	Interview format or specific tests to be undertaken during or prior to the interview		
	3.3.2.2	Record a list of the applicants shortlisted for interview		
	3.3.2.3	Track interview results, including date, interview level, interview rating, recommendations and comments?		
	3.3.2.4	Utilise workflow to distribute applicant information to the relevant interviewers.		
	3.3.2.5	Allow interviews to be scheduled/viewed on-line, giving multiple managers information about a candidate's availability.		
	3.3.2.6	Distribute and coordinate internal interview schedules through email.		
	3.3.2.7	Scheduling system for Interviewers - interface with agency's email calendar system.		
	3.3.3	Screening Selection process		
	3.3.3.1	Conduct recruitment/search requests on a range of criteria including user-definable rules (eg experience, skills/competencies, qualifications and/or preferences for matching with a vacant position).		
	3.3.3.2	Conduct recruitment/search requests based on competency standards/capabilities.		
	3.3.3.3	Identify potential candidates for open positions from internal sources (i.e. current employees).		
	3.3.3.4	Record evaluation scores, including reference check outcomes, for each applicant.		
	3.3.3.5	Search results will be presented in matched rank order according to degree of match.		
	3.3.3.6	Record details of the selection process outcome including details of the applicant recommended for appointment and their acceptance / non-acceptance of the offer.		
	3.3.4	For those positions where a selection panel is required, details of the panel should be able to be recorded and maintained. Details include the selection panel nominees and their reason for being on the panel (e.g. EEO representative), verification and, if required, approval of changes or additions made to the panel, the short list of applicants to be interviewed and the interview details, reports and outcomes.		
	3.3.5	Link to stored employee career path preferences, competencies standards/capabilities and provide automated internal applicant suggestion upon request.		

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Function		Requirement		Confidential
		3.3.6	Maintain a list of displaced / excess or other employees seeking redeployment and capacity to match their skills, competencies, qualifications to positions at the time of vacancy and prior to advertisement.	GIPA Act s 14 - Table 4(b)
		3.3.7	Maintain a list of employees who return to work but are unable to return to their substantive role and need to be placed.	
	3.4		Offer/Hire	
		3.4.1	Facility to record the following details of the selected applicant:	
		3.4.1.1	Current status of application (eg. Active, rejected, shortlisted)	
		3.4.1.2	Date and reason application rejected / accepted (as applicable).	
		3.4.1.3	Date of appointment, commencement, promotion and/or transfer.	
		3.4.1.4	Appointment/contract salary/wage.	
		3.4.1.5	Contract or appointment period	
		3.4.1.6	Salary / Wage at time of commencing appointment or contract	
		3.4.1.7	Letter of Offer data	
		3.4.1.8	Response to offer data.	
		3.4.1.9	Probation period (start and end dates).	
		3.4.1.10	Date, cost and result of pre placement/ appointment medical.	
		3.4.1.11	Reference check and cost.	
		3.4.1.12	Terms and conditions of employment	
		3.4.2	Successful applicants are able to be appointed to a vacant position together with the initial details relevant to the appointment. Initial details can include salary, allowances and days and hours of the week to be worked. The appointment should also update the position occupancy.	
		3.4.2.1	Transfer applicant details to employee details including employment date when appointment confirmed, with relevant notification to stakeholder areas and automatic allocation of appropriate employee number.	
		3.4.2.2	Link details of successful applicant to other modules if used eg Rostering/Scheduling prior to active employment status	
		3.4.2.3	Automatic allocation of a unique employee identifier upon confirmation of the appointment for a new employee. Each employee will have one number only, irrespective of how many positions, locations etc that they work in, or how many times they have been re-employed. For transferred or re-employed staff permit override of employee identifier to allow existing/former identity number to be re- used.	
		3.4.2.4	Associate position characteristics (e.g. employee type, job type, terms of employment, location, position status, salary bands etc.) with an employee upon appointment with a facility to override default characteristics subject to authorisation.	

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			Comment
		3.4.2.5	Identify the mode of appointment eg merit, service, transfer [by type] direct appointment.
		3.4.3	A previously separated person is able to be re-employed using the same employee identifier. The person's full history should be able to be reactivated and if archived be able to be retrieved.
		3.4.4	System need to update the status of the unsuccessful applicants and delete any other outstanding applications made by applicant who has been appointed.
		3.4.5	Various recruitment process letters (eg. letters to culled applicants, unsuccessful applicants, successful applicants, applicants on eligibility/suitability lists etc) and other required correspondence or special documentation (e.g. Schedule A for SES Officers) can be produced and where necessary sent to the appropriate recipient.
		3.4.6	Reactivate a vacant position following an unsuccessful or incomplete selection process
		3.4.7	Provide a bulk appointment facility for groups of new employees, or non-employees.
	3.5		Reports
		4.5.1	Use captured data to automate correspondence letters based on prevailing rules and processes.
		4.5.1.1	Create and maintain word processing templates for correspondence associated with the appointment process.
		4.5.1.2	Notification of receipt of application
		4.5.1.3	Details of Interview
		4.5.1.4	Reject letters
		4.5.1.5	Letter of Offers for issue to successful applicants
		4.5.1.6	Other correspondence
		4.5.2	Use captured data to automate correspondence emails based on prevailing rules and processes.
		4.5.2.1	Notification of receipt of application
		4.5.2.2	Details of Interview
		4.5.2.3	Reject letters
		4.5.2.4	Letter of Offers for issue to successful applicants
		4.5.2.5	Other correspondence
		4.5.3	Produce vacant position reports across a range of dimensions.
		4.5.4	Appropriate notices of an employee's appointment are able to be generated and sent to internal and external recipients (e.g. managers, security dept, superannuation organisations, gazette, bulletin, other publications etc) as part of the employee's induction and where appropriate the commencement of "permanency action".

GIPA Act's 14 - Table 4(b)

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Requirement		Feature	Response	Comments
	4.5.5		Track all recruitment actions in a format that permits quantitative and qualitative analysis of recruitment function including approval process, confirmation of funding and maintenance of all data relating to the position.	GIPA Act s 14 - Table 4(b)
	4.5.6		Report on qualitative and quantitative information based on ad-hoc user defined requirements including affirmative action, EEO and recruitment decision/strategy evaluation.	
	4.5.7		List applicants and a summary of their personal details, skills, knowledge and qualifications as relevant to each vacancy.	
	4.5.8		Report on incomplete applications from applicants applying for initial employment.	
	4.5.9		Produce a report of the record of a selection panel's recommendation's for a given vacancy as applicable.	
	4.5.10		Applicant cost tracking by the following criteria:	
		4.5.10.1	Category	
		4.5.10.2	Position	
		4.5.10.3	Recruiter	
		4.5.10.4	Department	
		4.5.10.5	Cost centre	
		4.5.10.6	Other, user-defined criteria	
		4.5.10.7	Former employees re-applying	
3.6			Appeal Process	
	3.6.1		Information provided (using a prescribed format) for an appeal from an unsuccessful applicant for a position can be recorded and maintained.	
	3.6.2		The process of resolving the appeal can be tracked together with the recording of details of the appeal panel's determination and the final outcome of the appeal.	
	3.6.3		The selection panel reports for positions filled by merit selection can easily be retrieved and matched with the appeal details for consideration by the appeal panel.	
	3.6.4		A register of appeal panel nominees can be created and maintained from which particular nominees can be selected to form appeal.	
	3.6.5		A letter advising of the outcome of the appeal can be produced and sent to the appelland.	
	3.6.6		Appeals which have initially been assessed as reasonable should flag the suspension of the appointment process. The resolution of the appeal should flag the re-activation of the appointment process.	
	3.6.7		Record an ombudsman referral. This is part of the appeals process for NSW Recruitment policy.	
3.7			General	

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Number		Feature	Response	Comment
	3.7.1	Provide once only entry of all qualitative information, to be used throughout HR system. Including personal information, next of kin, education, prior history and any other relevant information.	GIPA Act s 14 - Table 4(b)	
	3.7.2	Option to delete all records of applications for a particular vacancy or group of vacancies after a confirmed appointment is made.		
	3.7.3	Purge/archive applicant records by date.		

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4			Personnel Administration
	4.1		General Processing
		4.1.1	Define and maintain Person master file details.
		4.1.1.1	View, update and delete master file on-line.
		4.1.1.2	Indicate which fields are mandatory eg those which must be completed prior to a new employee receiving salary.
		4.1.1.3	Changes to personal details should flow through to all modules in system. Eg. It should not be necessary to change an employee address more than once anywhere in the system.
		4.1.1.4	Maintain master file history.
		4.1.1.5	Be able to enter future effective dated changes.
		4.1.1.6	Allow multiple pending employment changes for employees, with different effective dates. E.G. Changes to Salary Rates, Position Occupancy.
		4.1.1.7	Provide user-friendly interface for bulk personal details updating eg tax rebates, bank details, employment status, pay advice location codes, address information, deductions.
		4.1.1.8	Online validation of master file data (inconsistent data eg. duplicated entry of information, excess hours).
		4.1.1.9	Setup the system to verify data entry against user-defined limits (eg: salary range for particular grade).
		4.1.2	Record unique alphanumeric employee ID number
		4.1.2.1	Record unique minimum 10-digit alphanumeric employee ID number, which will be the key for identifying all personnel, scheduling, time & attendance and pay details. Note: Most agencies currently have a maximum of 7 digits, but need to allow for future changes.
		4.1.2.2	Automatic allocation of a unique employee identifier when entering new hires. Employee number can be manually entered as well.
		4.1.2.3	Able to change an employee number.
		4.1.2.4	Need to maintain an Employee number history. It should be optional that employee's history details follows the change of employee ID.
	4.2		Record & Maintain Person Biographical details.
		4.2.1	System should display the person's status as Active or Inactive. It is preferred that the status is dependent on user defined rules. Eg persons (employees, contractors) currently working would be Active, terminated employees would be Inactive after their termination date. Applicants can also be active or inactive. Suspended employees could be active or inactive, depending on agency rules.
		4.2.2	Personal data

GIPA Act s 14 - Table 4(b)

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Number			Feature	Response	Comment
		4.2.2.1	Historical information on names of current and past persons, including previous names & preferred names where these differ from full name.	GIPA Act s 14 - Table 4(b)	
		4.2.2.2	Gender.		
	4.2.3		Effective dated records of Contact information.		
		4.2.3.1	Support addresses structured in accordance with AS4590-1999 'Interchange of client information'.		
		4.2.3.2	Record Australia Post Bar Code number against individual employees, to interface with third party software for generation of bar code. This could be linked to a Post Code table to look up the code.		
		4.2.3.3	Home address (including Street No., Street Name, Town or City, Postcode and Country).		
		4.2.3.4	Mailing address.		
		4.2.3.5	Maintain forwarding details of ex-employees.		
		4.2.3.6	Email address - personal & work.		
		4.2.3.7	Work address - defaulted from Position level if entered at Position.		
		4.2.3.8	Phone numbers - work, home, mobile, fax etc. Must be flexible in terms of format requirements, to ensure consistency in look and output. This information is typically used in agencies Staff Intranet/Directory environments.		
		4.2.3.9	Next of kin/emergency contact (relationship, name, address, telephone number, email etc).		
	4.2.4		Type of Personnel * Employee * Non-employee personnel - user defined (eg: agency managers, contractors, consultants, trainers etc.) which may or may not be paid via payroll. * Applicant (for Recruitment)		
	4.2.5		Important Person dates		
		4.2.5.1	Date of birth.		
		4.2.5.2	Date of death.		
		4.2.5.3	Date of commencement with the Public Service.		
		4.2.5.4	Date of commencement with Agency.		

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Category			Field	Requirement
		4.2.5.5		<p>Credited service date. Some Agencies recognise prior service with other Agencies. There may be an unrecognised service break that reduces the 'recognised' period. In many cases, if the payee has not taken LWOP, then the Credited Service Date would be the same as the "<i>Date of commencement with the Public Service.</i>"</p> <p>This date is often used for LSL calculations and may not be required if the system automatically handles calculating LSL in another manner.</p>
		4.2.5.6		Termination date (last date of service). Payroll termination date. If a payee has had multiple positions, then this is the date that they ceased in all roles
		4.2.5.7		Termination reason code.
		4.2.5.8		Last Date of Duty - last date person is at work.
		4.2.5.9		User-defined Diary Dates & notes- eg probationary, reminders etc.
	4.2.6			Previous service with the organisation. Service with any organisation needs to be captured for LSL/Extended Leave payments and tax provisioning.
	4.2.7			Preferences for employment conditions eg location, position, etc.
	4.2.8			Sub Committee/Committee membership.
	4.2.9			Equipment issued
	4.2.10			Visa Passport
	4.2.11			Special needs - eg wheelchair access
4.3				Maintain Employment Details
	4.3.1			Employment Type (e.g. full time/ part-time/ casual/ other).
	4.3.2			Category of Employment eg Permanent/ Temporary/ Casual/ Suspended/Contractor/ Acting/ Trainee/Probationary appointment.
	4.3.3			Employee type as Salaried (Autopay)/ Hourly (paid subject to receipt of a timesheet) paid.
	4.3.4			Maintain Nominal, Actual and Relief Occupancy/Position details.
		4.3.4.1		Position number.

GIPA Act s 14 - Table 4(b)

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Number				Requirement	Response	Comment
		4.3.4.2	<p>Display Position Details such as: Position Name Job Title Division Department Classification Business unit, branch, section, sub-section Location Probation/appointment without probation. Employment Act. Employment Award/Determination. Salary/wage range. Allowances other than HDA.</p>	<p>GIPA Act s 14 - Table 4(b)</p>		
	4.3.5	Working Pattern or Shift Details				
		4.3.5.1	<p>User defined templates for standard Shift Details. The template (table) is attached to payee. Record information such as: Hours of duty per day. Hours of duty per week or fortnight. Days of Duty per week. Days of the week worked.</p>			
		4.3.5.2	<p>Non-standard work weeks (Non-template based). The shift pattern is recorded directly for the individual employee eg for payees who work individual work patterns which could vary. It should not be necessary to create a template or shift table for just one payee. Record information such as: Hours of duty per day. Hours of duty per week or fortnight. Days of Duty per week. Days of the week worked.</p>			
		4.3.5.3	Accommodate rotating shifts.			
	4.3.6	<p>Employment dates/reasons. These dates are attached to the job that the person occupies. For person's who are attached multiple jobs, they would have dates for each job.</p>				
		4.3.6.1	Person's Position commencement and cessation dates.			
		4.3.6.2	Days in actual position (Calculated field from period start to end.). This would be useful for temporary employment, however it could be displayed on a report.			
		4.3.6.3	Contract period.			
		4.3.6.4	Suspension date.			

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Function			Requirement	Business Process	Complexity
		4.3.6.5	Suspension service reason code.		
		4.3.7	Ability to attach Full Time equivalent proportions to all employees. This will have to take into account differing standard award hours based on prevailing awards (FTE).	GIPA Act s 14 - Table 4(b)	
		4.3.8	Record transfer/secondment details.		
		4.3.9	Record file reference for both employees and applicants to refer to other hard-copy information. This could be a free text field.		
	4.4		Maintain Salary Details		
		4.4.1	Record and maintain current and historical records for Base Salary and allowance rates.		
		4.4.2	Link base salary rates to position information, grade classification or position level based on prevailing policy and award information. Automatically pro rata calculations for part time employees.		
		4.4.3	Link allowances to position information, grade classification or position level based on prevailing policy and award information. Automatically pro rata calculations for part time employees.		
		4.4.4	Manually update or change base salary information for individual employee.		
		4.4.5	Validate salary classification against award for payment of higher duties and overtime.		
		4.4.6	Include or exclude leave loading from Salary.		
		4.4.7	Process Base Salary & Allowance increases Process and update base salary and allowance rates in accordance with appropriate wage decisions, award/agreement/determination restructures, industrial tribune decisions or any other relevant decision that requires wage changes.		
		4.4.7.1	Reasons for salary/wage variations i.e. National Wage Case, increments, etc.		
		4.4.7.2	Process automated changes to salary based on increment date. Perform incremental progression on the anniversary of appointment or of the last increment.		
		4.4.7.3	Globally update or change base salary or allowance rate on a percentage basis.		
		4.4.7.4	Globally update or change base salary or allowance rate by nominated dollar value.		
		4.4.7.5	Globally apply changes to the allowance record of employees receiving standard rate amounts.		
		4.4.7.6	Processing salary increases must be flexible enough to accommodate flat rate increases as well as rounding conditions, i.e. up, down, nearest cent, dollar, \$10,\$100 etc.		
		4.4.7.7	Alter pay details for employees mid pay period.		

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Number			Feature	Requirement	Comment
		4.4.7.8	Workflow or signoff procedure to confirm changes to employee's salary. This could be to the payee's manager, manager's manager and/or payroll office. The system must allow manual override of these if required.	GIPA Act s 14 - Table 4(b)	
		4.4.7.9	Determine whether employee compensation is within the position range and flag increases if compensation outside range. This may be done by a report.		
		4.4.7.10	Prohibit out-of-range increases in employee salary.		
4.5			Determine and Maintain Salary Packages		
	4.5.1		Document Salary Package Items		
		4.5.1.1	Document salary packaging items, including FBT details where appropriate.		
		4.5.1.2	Accommodate Public Benevolent Institutions (PBI) status and FBT exemption caps.		
		4.5.1.3	Set package item restrictions by employee grade, type or seniority.		
		4.5.1.4	Determine package inclusions for reporting purposes.		
		4.5.1.5	Define appropriate cost codes to each package item.		
		4.5.1.6	Accommodate incentive payments and bonus payments as discretionary or as a package item.		
	4.5.2		Maintain employee Salary Packages		
		4.5.2.1	Facilitate salary packaging from top down or bottom up, depending on prevailing policy.		
		4.5.2.2	Record Contract Dates.		
		4.5.2.3	Provide multiple packaging items within each employee package.		
		4.5.2.4	Accommodate motor vehicle packaging based on statutory or log book method.		
		4.5.2.5	Cost package items with or without FBT.		
		4.5.2.6	Ability for employee to make after tax payments to eliminate FBT (that is, contribution method).		
		4.5.2.7	Accrue benefit payments for payment at end of contract (retention allowance).		
		4.5.2.8	Differentiate between beginning of contract or mid-contract allowance and payment method (that is, part of package or end of contract lump sum).		
		4.5.2.9	A tool to allow salary packaging modelling. The total of the package cannot be changed, but the payee may want to look at the affect of packaging individual items. The payee can select the package that they want, however this needs to be approved before going to payroll.		
	4.5.3		Salary Package Reports		
		4.5.3.1	Support as appropriate GST requirements related to non-cash package items. (eg motor vehicle)		

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ID		DESCRIPTION	ISSUES	COMMENTS
	4.5.3.2	Total remuneration package for the employee's substantive position (excluding employers' contribution to superannuation).		GIPA Act s 14 - Table 4(b)
	4.5.3.3	Total annual base remuneration package for the employee current position (excluding employers' contribution to superannuation).		
	4.5.3.4	Annual base remuneration for the employee when first recruited, including base salary and the value of any package and/or sacrifice component.		
	4.5.3.5	Total actual gross earnings of the employee for any period in the financial year.		
	4.5.3.6	Model the package impact on the staff and organisation.		
4.6		Maintain Employee Tax Data		
	4.6.1	Ensure Tax File Number is captured via standard privacy legislation conditions.		
	4.6.2	Accommodate ATO provided algorithm to verify tax file number. The system should check TFN and rejects it if it does not conform to the algorithm.		
	4.6.3	Manually adjust individual employee tax rates online, maintaining record of effective date and reasons for nominated tax alteration.		
	4.6.4	Record mandatory taxation details		
	4.6.4.1	ABN (for contractors)		
	4.6.4.2	GST		
	4.6.4.3	Tax code.		
	4.6.4.4	Tax zone.		
	4.6.4.5	Zone rebate.		
	4.6.4.6	Dependant rebate.		
	4.6.4.7	HECS & SFSS (Student Financial Supplement Scheme)		
	4.6.4.8	Medicare - spouse, children, rate, elderly, variation.		
	4.6.4.9	Record State/Territory of employment (Payroll tax purposes).		
	4.6.5	Provide additional tax deduction under instruction from employee or ATO.		
	4.6.6	Maintain and provide an unlimited history of taxation details for all employees.		
	4.6.7	Can the system provide for FBT calculations?		
	4.6.8	Produce tax status notification /email to inform payees who have not provided a TFN within 28 days.		
4.7		Maintain Payment Details		
	4.7.1	Nominate Payment Method as Cheque or EFT.		
	4.7.2	Disperse Payments (whole of net pay, allotment).		
	4.7.3	Record & maintain Bank Account/Credit Union information (including multiple accounts).		
	4.7.3.1	Valid Bank State Branch (BSB) number.		
	4.7.3.2	Account number.		
	4.7.3.3	Account name.		

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		4.7.3.5	Maintain multiple bank accounts at multiple banks.
		4.7.3.6	Automatically prevent duplicate bank account numbers, but allow manual override in the case of joint bank accounts.
		4.7.4	Record and maintain multiple credit unions or banks per employee for individual deductions eg Loans.
		4.7.5	During Payroll Processing, manually override employee details, with appropriate audit trail.
		4.7.6	Create the BSB code entries for any new Building Society, Bank or Branch.
		4.7.7	Globally alter BSB information for appropriate employees in the event of changes.
	4.8		Maintain Employee Cost Information
		4.8.1	Maintain a date effective history/future changes of costing data including details such as updated by who, local references.
		4.8.2	Assign costing allocation(s) employees. Note: System must be flexible in that costing can be assigned to org structure, position, person or at pay transaction level. A person's cost centre can be defaulted from their position and the position from the Org Structure. Costing can be overridden at any level including pay transaction level.
		4.8.3	Record retrospective (i.e. historic) changes to costing. During payroll processing, all relevant retro costing adjustments flow into the current payment period for upload into GL (refer to payroll).
		4.8.4	Maintain future dated costing allocations ensuring that no costings are changed until the effective date of the change. Also ensure that no two costing references can be made for the same date effective period i.e. duplicate entries or new entry but with same effective date .
	4.9		New Hires & Staffing Movements
		4.9.1	If recruitment module is Utilised, information previously gathered during recruitment is defaulted/transferred to avoid any duplicate data entry requirements. The information bought across should be user defined. For example, some agencies may want skills transferred, however other agencies may not as it has been ratified.
		4.9.2	Maintain transfer or rotation preference information (priority based) for individual employees.
		4.9.3	Record and maintain employee movements within organisation including appointments, commencements, transfers, promotions, higher duties, leave, terminations and secondments.

GIPA Act s 14 - Table 4(b)

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	4.9.4		Automatically update all relevant information at confirmation of employee movement.	GIPA Act s 14 - Table 4(b)	
	4.9.5		Record and maintain secondment information for each employee. This could be secondment to another Agency, or another Section within an agency or to an external body (eg work experience for apprentices).		
	4.9.6		Allow for full, part payment or no payment for seconded employees.		
	4.9.7		Automatically adjust salary, allowances, benefits or any other relevant payroll information at confirmation of employee movement.		
	4.9.8		Record the availability of approved resources for casual and fixed term (temporary) employment. This is a list of payees who have gone through an agency's approval process and who can be called upon when needed.		
4.10			Reporting Requirements		
	4.10.1		Report on actual active employees by various user defined criteria.		
	4.10.2		Report on the date of commencement for the employee's first period of employment with the NSW Public Sector.		
	4.10.3		Provide a standard report or electronic file of all the employee's details including: leave, position occupancy, personal details and salary data that can be forwarded to other Government Agencies when staff transfer.		
	4.10.4		Maintain employee listing incorporating current assignments, status, type and cost centre by multiple locations.		
	4.10.5		Record and maintain period of employee acting in more senior position/higher duties both for individual periods and for total of all periods.		
	4.10.6		Report on historical information based on a defined point in time (generally significantly in the past). Eg. Actual staff headcount on 1 Jan 98.		
	4.10.7		Report employee usage on sub-committees.		
	4.10.8		Produce a list of suitable committee members.		
	4.10.9		Show history of positions held by employee for an user-defined period.		
4.11			Maintain Benefit Details		
	4.11.1		Maintain benefit details, including rates for:		
		4.11.1.1	Medical insurance premiums.		
		4.11.1.2	Life Insurance premiums.		
		4.11.1.3	Sick and accident premiums.		
	4.11.2		Determine taxable versus non-taxable elections.		
	4.11.3		Determine fringe benefit gross-up into payment.		
	4.11.4		Control benefit eligibility through tables.		
	4.11.5		Automatically commence benefit deduction after defined waiting period.		

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Requirement		Feature	Response	Comment
	4.11.6	<p>Record benefit data for all employees such as: Benefit Plan Benefit Type Effective Date Coverage Option Pre-tax insurance deductions Name of Fund Group Numbers Commission details. Membership details. Date of becoming an eligible employee. Record Beneficiary Information.</p>	GIPA Act s 14 - Table 4(b)	
	4.11.7	<p>Report insurance data by parameters such as: * Location. * Type. * Employee group. * Monthly deduction * Month-to-date write off amount. * Monthly adjustment. * Monthly premium amount. * Organisation cost</p>		
	4.11.8	Automatically cancel benefit for individual on an Unpaid leave of absence.		
	4.11.9	Support on-line enquiry on all benefit participation/information and history.		

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5	5.1	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.8.1	5.1.8.2	5.1.8.3	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	
Payroll Management																		
General																		
				Ensure all information previously gathered during recruitment or appointment process is integrated with Payroll Module to avoid duplicate data entry.														
				Define security structure for payroll at user level.														
				Run a payroll for individual, group of individuals or entire organisation based on user requirements														
				Process multiple payrolls during one pay period e.g. two or more agencies (companies).														
				Hourly (Timesheet) & Salaried employees are able to be selected for processing in the same payrun.														
				System should allow for both exception-based and claims-based pay to be supported.														
				Timesheet information can be provided via an electronic file.														
				Support multiple payroll cycles.														
				Weekly, Fortnightly, Monthly payroll cycle.														
				Off-cycles.														
				Support a payroll financial year of 26 pay periods with an extra period included every eleventh year when a 27th pay period occurs prior to 30th June.														
				Support Offcycles payruns (one-off to process exceptions eg New Hires, Terminations, Expenses, Bonus runs etc.).														
				Payrolls can be scheduled for processing in arrears or in advance of pay period end to which they relate.														
				Cater for centralised or distributed payroll processing with the ability to distribute output data (eg pay advices and cheques) at nominated locations.														
				Enter pending transaction (future dated). Once entered, these should be automatically processed during the appropriate payroll without further user intervention.														
				User-defined standard conversion numbers can be set up and processed by the system. The following conversion numbers are currently in operation:														
				Annual to Weekly 52.17857														
				Annual to Daily 365.25 (14 Day Basis)														
				Annual to Daily 260.8929 [10 day basis]														
				Monthly to fortnightly 12/26.0833														

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		5.1.14		Maintain data integrity during Payroll Processing to avoid errors when payroll data is update at the same time. This may be a manual process eg you need to be able to "lock out" users when the payroll system is running.	GIPA Act s 14 - Table 4(b)
		5.1.15		Users can continue to enter transactions during a Payrun and the system can maintain data integrity. For example, the system may temporary "lock out" users for a particular employee when processing, however they are not "locked out" of the whole system. This is important for agencies that are high users of Employee/Manager Self Service.	
		5.1.16		For each employee, accumulate selected salary components (e.g. allowances, deductions, leave payments etc) on a year-to-date basis or on other periods specified, such as month to date.	
		5.1.17		Archive historical pay information at times defined as appropriate by the organisation.	
		5.1.18		Be able to easily restore archived pay information if required.	
		5.1.19		Establish and maintain, standard conditions of employment as prescribed by awards, acts and industrial agreements.	
			5.1.19.1	Record employment conditions including: - award streams, award classifications and associated salary points and progression rules; allowances and allowance entitlement rules; - leave entitlement rules and leave exclusion rules; - mode of employment (e.g. permanent part-time, temporary full-time, casual); - standard hours, maximum and minimum hourly limits; and - contractual conditions.	
			5.1.19.2	Allow definition of the rules for the payment of permanent and temporary allowances according to the employees' award conditions. For example, locality allowance and district parity are payable only to employees under specific award conditions and working at locations in specified geographical areas.	
			5.1.19.3	Maintain employees on individual contracts.	
			5.1.19.4	Ability to differentiate or flag SES or equivalents.	
			5.1.19.5	Retain data about historical, current and planned conditions of employment and allows the user to view employment conditions as at a specified date.	
	5.2			Record and maintain all Salary/Allowance expenditure and costs.	
		5.2.1		Check Additions/Deductions eligibility on line, real-time:	
			5.2.1.1	Shift pay.	
			5.2.1.2	Overtime pay.	
			5.2.1.3	Bonus pay.	

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		5.2.1.4	Maximum hours per pay period.
		5.2.1.5	Other special pay data.
		5.2.1.6	Other deduction data.
	5.2.2		Setup and process user-defined Payments. The Payment Code needs to be minimum size of Alphanumeric x 3. Examples include:
		5.2.2.1	Base salary.
		5.2.2.2	Multiple pay rates.
		5.2.2.3	Multiple bonus rates.
		5.2.2.4	Shift differential bonus.
		5.2.2.5	Rotating shift bonus.
		5.2.2.6	Guaranteed penalty allowance.
		5.2.2.7	Job certification bonus.
		5.2.2.8	On-call pay.
		5.2.2.9	Call out pay.
		5.2.2.10	Higher duties (HDA).
		5.2.2.11	Stand down pay.
		5.2.2.12	O/T Single, Time and a Half, Double Time.
		5.2.2.13	Shift Bonuses.
		5.2.2.14	Bonus.
		5.2.2.15	Moving expense.
		5.2.2.16	Education reimbursement.
		5.2.2.17	Awards.
		5.2.2.18	Annual Leave loading
		5.2.2.19	Worker's compensation.
	5.2.3		Define Salary and Allowance parameters.
		5.2.3.1	Payment type (eg: one-off, hourly, weekly, annual).
		5.2.3.2	Taxable and non taxable.
		5.2.3.3	Specify allowances to be included or excluded in calculations eg Overtime may include or may not include standard allowances.
		5.2.3.4	Define allowance amounts as a dollar amount, a percentage or a combination of both.
		5.2.3.5	Maintain percentage at which the allowance is calculated.
		5.2.3.6	Permit allowance at a percentage of the standard rate.
		5.2.3.7	Provide ceilings on amounts payable under specific earnings codes eg a maximum overtime amount could be specified. The system should flag amounts exceeding or approaching this ceiling. This could either result in an online error message or a warning during Payroll Processing.

GIPA Act s 14 - Table 4(b)

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Business			Feature	Response	Comment
		5.2.3.8	Support the flexibility to configure allowances so that they are based on hours worked. For example, if there is one day leave without pay and normal paid hours are reduced from 70 to 63 hours, an allowance that is linked to hours paid should also be reduced.	GIPA Act s 14 - Table 4(b)	
		5.2.3.9	Specify whether each allowance is superable or non-superable.		
		5.2.3.10	Specify allowances as being payable or not payable for leave or termination pay. E.g. recreation, stand down, LWOP, strike time, vacation & leave loading.		
		5.2.3.11	Against all earning type codes, allow the setting of minimum and maximum units or salary rate levels that will generate warning messages when paid rates exceed these levels eg. If an Overtime earning code had an upper limit warning of 20 hours and an employee was being paid 30 hours, the system would generate a warning either on screen or in validation reports.		
	5.2.4		Maintain Payee Salary & Allowance details		
		5.2.4.1	Record salary rates as annual, weekly and hourly measurements.		
		5.2.4.2	Record and maintain allowance rate as annual, weekly or hourly measurement		
		5.2.4.3	Record & pay allowances on a permanent (fixed) basis, from one day to in excess of 12 months.		
		5.2.4.4	Update allowance or base salary rate by individual classification or allowance, group of classification or allowance or all classifications and allowances (with or without exception).		
		5.2.4.5	Nominate allowance payment as percentage of standard allowance figure.		
		5.2.4.6	Maintain the monetary value of the payment.		
		5.2.4.7	Set allowance frequency by week, pay period, fortnight or as recurring payment based on nominated period (eg: every 2nd week).		
		5.2.4.8	Suspend allowance payment for a nominated period by start and end date or by reference to pay period/s.		
	5.2.5		Accommodate one-off allowance payments.		
		5.2.5.1	Calculate allowance adjustments as positive or negative.		
		5.2.5.2	Set the pay loading for work on a weekday, a Saturday, or public holidays.		

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			Requirement	Comments
		5.2.5.3	<p>If payments such as expenses are entered in a foreign amount, then the system must convert the amount to Australian dollars based on the current market rate. The market rate can be overridden within defined limits.</p> <p>Current market exchange rates are recorded in conversion date-effective table/matrix.</p> <p>Note: It is common for NSW government agencies to process expenses through Payroll instead of their financial system.</p>	GIPA Act s 14 - Table 4(b)
		5.2.6	Record & Process Higher Duties (HDA) Allowance.	
		5.2.6.1	Process HDA by claim basis retrospectively for short periods of relief. They are claimed at completion of relief.	
		5.2.6.2	Process HDA as an on-going claim where the allowance is going to continue for at least 3 months. In this case the allowance will be paid automatically by the payroll.	
		5.2.6.3	Make it mandatory to record a Start and Stop dates for both retrospective short term or on-going HDA claims.	
		5.2.6.4	Ongoing allowances cannot be entered for an indefinite period of time and can only be approved for 3 months in advance for any one time. This is to avoid possible overpayments.	
		5.2.6.5	Enter the Relief Position.	
		5.2.6.6	The first year Grade and Step for the Relief Position is defaulted into the Grade/Step fields. The rate for this Grade/Step is then displayed.	
		5.2.6.7	The first year Grade and Step for the Position can be overridden by the user and the appropriate rate is displayed.	
		5.2.6.8	Need capacity to specify the minimum period before HDA is payable - eg the person may need to work a minimum of 5 consecutive working days. The 5 days cannot be broken by leave, a public holiday or a flex day.	
		5.2.6.9	The HDA payment is an allowance paid equal to the difference between the employee's current pay and the Relief Position's Grade/Step rate as entered. This should be displayed on data input page.	
		5.2.6.10	Record Duties Percentage. This should default to 100%, but can be overridden if the person is not acting in the Position 100%. In this case they should be paid a % of the HDA allowance.	
		5.2.6.11	Pay higher duties allowance for part time employees at a rate proportional to the hours worked.	
		5.2.6.12	Overtime calculation - HDA may be included if the duties carried out are those of the higher duty position.	
		5.2.6.13	Enter the Reason for the Relief (free format field).	

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Reference			Feature	Requirement	Comment
		5.2.6.14	Cost code field should default to the relieving position's cost code. The user should be able to enter an Overriding Cost Code if applicable.		GIPA Act s 14 - Table 4(b)
		5.2.6.15	The user needs a flag to indicate to the system whether higher duties allowance is paid whilst on leave. HDA should only be paid on leave if allowed. Different agencies/awards have different rules for paying HDA on leave. E.g. for some, HDA is not paid when leave is taken for more than 5 working days (except for employees who have acted for more that 1 year is the same higher graded position). Others may have an HDA rule that payees must have worked at least 6 months in the last 12 to get Recreation Leave at the higher rate.		
		5.2.6.16	Automatically reduce higher duties allowance (difference between current and acting position) from the date of an incremental progression.		
		5.2.6.17	If the period of acting is lengthy, then the person may progress (by the way of the allowance) to the next increment step of the relief position. Adding an incremental date on the input page would automate this process.		
		5.2.6.18	Report on higher duties allowances paid to employee during any given period. The report should also capture any periods of leave in case any adjustment to the payment of HDA needs to be made when leave is entered in arrears.		
		5.2.6.19	If the allowance was paid at the full rate, then payment of accrued recreation and extended leave on retirement, resignation or redundancy is to be at the higher rate of pay.		
		5.2.6.20	System should provide an accumulative total for the time a payee has acted in a position. For example, they may work for 7 weeks, the another 2 weeks 2 days after a break. The total accumulative time worked = 9 weeks, 2 days.		
	5.2.7		Process Overtime and related payments, including shift penalties, on-call allowances, garage allowances..		
		5.2.7.1	Capture overtime data through rostering and/or Time and Attendance function.		
		5.2.7.2	Capture overtime data through manual entry.		
		5.2.7.3	Cost overtime using appropriate and prevailing cost codes.		
		5.2.7.4	Manually override costing for overtime and related payments when appropriate, this should be an audited function.		

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		5.2.7.5	Interpret and present exception reports on all overtime and related entries prior to payroll processing. This must occur at point of entry and/or payroll verification stages.
		5.2.7.6	Accommodate overtime and penalties advice in hours, fractions of hours (at a minimum of ¼ hour), hours & minutes and/or instances.
5.3			Record and Maintain Deductions
	5.3.1		Setup and process user-defined Deductions. Deduction Code needs to be minimum size of Alphanumeric x 3. Examples include:
		5.3.1.1	Motor Vehicle lease deductions.
		5.3.1.2	Executive Motor Vehicle insurance deductions.
		5.3.1.3	Miscellaneous deductions.
		5.3.1.4	Reimbursement accounts (flex benefits) eg travel tickets.
		5.3.1.5	Garnishees/ Child support.
		5.3.1.6	Union Dues.
		5.3.1.7	Health funds.
		5.3.1.8	Employee savings.
		5.3.1.9	Miscellaneous employee deductions, including full details of receiving organisation, membership numbers and/or union affiliations.
		5.3.1.10	Salary Sacrifice eg Personal Computer, Superannuation.
	5.3.2		Support the following type of deduction calculations
		5.3.2.1	Fixed amount
		5.3.2.2	Fixed amount up to a Maximum amount eg \$22 per pay up to \$200. Pay the residual amount if the last payment is less than standard payment.
		5.3.2.3	Percentage of disposable earnings.
		5.3.2.4	Percent of gross.
		5.3.2.5	Based on hours worked.
		5.3.2.6	Based on piece.
		5.3.2.7	Rate plus certain bonus payments.
	5.3.3		Support the various deduction frequencies, including:
		5.3.3.1	One time only.
		5.3.3.2	Weekly.
		5.3.3.3	Fortnightly.
		5.3.3.4	Semi-monthly.
		5.3.3.5	Monthly.
		5.3.3.6	Specify pay period - First pay period only. - Second pay period only. - Third pay period only. - Fourth pay period only.

GIPA Act s 14 - Table 4(b)

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Number		Feature	Requirement	Comment
	5.3.4		Permit deductions to made before or after tax, or to reduce gross pay before tax Eg deductions for charities, salary sacrifice.	GIPA Act s 14 - Table 4(b)
	5.3.5		Provide deduction prioritisation.	
		5.3.5.1	By type of deduction eg taxation is higher that Bank Loan.	
		5.3.5.2	Prioritise employee deductions eg House Loan over social club.	
	5.3.6		Maintain Payee Deduction details	
		5.3.6.1	Deduction information must be date driven accommodating effective date and cessation date. Part Period are not calculated.	
		5.3.6.2	Record an reference number for deductions like child support, garnishees etc. (Min alphanumeric x 15).	
		5.3.6.3	Record employee credit union or bank details for deductions.	
		5.3.6.4	Accommodate extraordinary deductions including garnishee, child support etc.	
		5.3.6.5	Maintain a history of scheduled rates (eg Health Funds, Union contributions) and employee deductions.	
		5.3.6.6	Record history of changes to deductions. View all deduction histories and records on-line.	
		5.3.6.7	Record employer payments made on behalf of employee for internal reporting.	
		5.3.6.8	Accommodate global changes to deduction where appropriate based on prevailing authorities and scales.	
		5.3.6.9	Globally move employees from one deduction code to another where appropriate.	
	5.3.7		Process Payee Loans & Arrears	
		5.3.7.1	Allow for the input of a total amount for a deduction with a reducing balance facility to cease the deduction after the total amount is met. The outstanding balance can be viewed at any point in time. (eg. An arrears amount for SASS superannuation can be input with a fortnightly amount set against the deduction to reduce until the annual amount or overpayment has been met.)	
		5.3.7.2	Ascribe rate of overpayment recovery by % or amount.	
		5.3.7.3	Display pending balance on travel advances.	
		5.3.7.4	Set repayment priority for recovery of overpayments.	
		5.3.7.5	Automatically maintain overpayment status (including write-offs, new amounts, amounts recovered, amounts waived, outstanding amounts).	
	5.3.8		Record and process Garnishment & Judgement Orders (child support, bankruptcy etc)	
		5.3.8.1	Record the Protected earnings rate as set by the Court. This is the minimum amount below which the person's earnings cannot be reduced by compliance with the Order.	

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Function			Requirement	Priority	Comments
		5.3.8.2	Record the fixed amount to be deducted from the person's earnings in satisfaction of the Order, (called the normal deduction rate).		GIPA Act s 14 - Table 4(b)
		5.3.8.4	Enter the date the Garnishment Order payments commence.		
		5.3.8.5	On receipt of a garnishment order, the department head is required to apply the person's earnings each pay day, in the following order of priority: - to income tax and superannuation contributions; - to the officer or employee for the amount of the protected earnings; - to the Garnishee for payment of the normal deduction rate; - the amount the Garnishee may deduct for administrative expenses; and - any balance to the officer or employee.		
		5.3.8.6	Flag or provide a report on employees who have garnishments and who cease employment. The department head must give notice to the Court within 10 days and tell the Court (if known) the name and address of the new employer and the earnings from the new employer.		
		5.3.9	Calculate deduction commission offered by deduction authorities based on prevailing rules, and allow for calculation of GST on commission.		
		5.3.10	Deduction Reports/Electronic files		
		5.3.10.1	Report on Periodic Employer payments made on behalf of employee - full listing.		
		5.3.10.2	Report on Employer payments made on behalf of employee -exception listing.		
		5.3.10.3	File of Employer payments made on behalf of employee - full listing.		
		5.3.10.4	File of Employer payments made on behalf of employee -exception listing.		
		5.3.10.5	Delinquent deduction reports.		
		5.3.10.6	Reconcile miscellaneous employee deductions against receiving organisations, employee and/or employer.		
	5.4		Taxation		
		5.4.1	Provide any updates to tax scales as directed by ATO. This should be managed by an upload process.		
		5.4.2	Allow on-line updating of PAYG Tax schedules.		
		5.4.3	Payroll processing must take into account prevailing taxation scales and rebate options as defined by the Australian Taxation Office, including where TFN not supplied.		
		5.4.4	Override taxation deductions from ex-gratia payments.		
		5.4.5	Calculate and deduct PAYG taxation deductions in line with rebates and exemptions as specified by the Australian Taxation Office (ATO).		
		5.4.6	Maintain accumulation of employee PAYG deductions by employee monthly, fortnightly and weekly, yearly.		

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		5.4.7	Accrue monthly group tax deductions.
		5.4.8	Maintain YTD PAYG deductions during the prevailing financial year.
		5.4.9	Interpret and calculate tax on payments pertaining to a previous pay period.
		5.4.10	Tax Lump Sum Payments of Arrears are automatically calculated at nominated ATO rate.
		5.4.11	Calculate FBT liability on benefits as per prevailing legislation.
		5.4.12	Accrue and calculate payroll tax payments by State/Territory. Identify individual payroll components (e.g. base salary, allowances, leave, lump sum termination payments, etc) as being subject to or exempt from payroll tax. This must be date effective.
		5.4.13	Accrue and calculate payroll tax payments based on differing business units/responsibility centres. Some sections/agencies may be exempt from Payroll tax (eg volunteer agencies).
		5.4.14	Accommodate HECS & SFSS deductions in accordance with ATO requirements.
		5.4.15	Interpret, calculate and record Lump Sum payment (A,B,C, D and E) and other specified components.
		5.4.16	Record ABN in place of ACN or ARBN. Required on Payslip & Pay Summary
		5.4.17	Calculate and record reimbursement of benefit claims not subject to PAYG tax.
		5.4.18	Provide on-line taxation calculation/modelling tool which could be used for validation.
	5.5		Payroll Processing
		5.5.1	Capacity to pre-run payroll before confirmation.
		5.5.2	Allow for manual on-line adjustments before final pay run. For example <ul style="list-style-type: none"> * Pay increases. * New Hires & Terminations. * Correcting Input inconsistent with employee record. * Correcting Hours/Gross exceeding user-defined amounts (from exception reporting).
		5.5.3	Payroll calculation for Gross Pay, Taxation, Deductions and Net is able to incorporate all pay related elements within the HRIS system. It references the rules, tables and control files associated with control and validation of the input of employee payroll data.
		5.5.3.1	Master file data, including pay rate, earnings, tax, ordinary hours, extra ordinary hours, specified hours, total hours.
		5.5.3.2	Pay elements do not exceed defined limits For Example <ul style="list-style-type: none"> * Worked hours. * Leave taken does not exceed entitlement. * ceiling limits on allowances eg Overtime.

GIPA Act's 14 - Table 4(b)

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Business Unit			Business Requirement	Priority	Comments
		5.5.3.3	Payee cannot get a negative pay. Ensure Gross minus Deductions (including tax) results in a positive Net Pay. Depending on Agency rules, if any deduction does exceed gross, then the payroll system needs to be able to manage this. E.g. defer certain deductions to next pay - allow them to go into negative and recover the next pay.		GIPA Act s 14 - Table 4(b)
		5.5.3.4	During payroll processing, uniquely identify and keep history of additions and deductions including costing and hours. This is to assist with retrospective processing.		
		5.5.3.5	Be able to amalgamate multiple entries from multiple rates and multiple organisation unit costings into a single pay for an employee who may or may not work in a number of positions during a given pay period.		
	5.5.4		Process payment of salary in advance based on prevailing policy, award and business rules. Eg. Recreation Leave/LSL.		
		5.5.4.1	Where payment of salary in advance occurs, subsequent payroll processing must take into account payments made.		
		5.5.4.2	Pay any additional payments as part of payment of salary in advance.		
		5.5.4.3	Process additional payments during pay run where an employee has been suspended due to payment of salary in advance.		
		5.5.4.4	Process payment of salary in advance on full or part pay basis.		
		5.5.4.5	Support advance payments payable as either part of a standard payroll or on a specified date		
		5.5.4.6	When calculating taxation payments for Leave Paid in Advance, the system needs to take into the account the period for which the gross payments relate to and tax accordingly. For example, if the payee is paid 2 months in advance, then system should tax them over that period and not lumped into the period it was actually paid.		
		5.5.4.7	Pay deductions and disburse monies to deductions relating to the pay in advance periods in the current pay period. The system shall disable the processing of deductions over the pay in advance period.		
		5.5.4.8	Should be costed according to default costing provisions, and impact current pay only. Subsequent pays should only reflect liability/accrual provisioning.		
	5.5.5		Suppress payments to payees & be able to retrospectively pay then when a pay suppression record is deleted.		
	5.5.6		Automatically generate error report of transactions rejected or not processed during the pay run.		
	5.5.7		Re-start payroll in the event of major errors or system problems without having to go back to a backup each time.		
	5.5.8		Suspend an employee from a specified pay or pay period, recording suspension to and from dates.		

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		5.5.9		<p>Provide a facility to suspend or cancel payments to a payee after they have been processed via Payroll. For example, a cheque could be cancelled or withheld or a payment can be deleted from the EFT file.</p> <p>When next running payroll, the system should be able to reverse the payment in payroll and update YTD figures.</p>	<p>GIPA Act's 14 - Table 4(b)</p>
	5.6			Retrospective Processing	
		5.6.1		<p>The retrospective component of an event that affects an employee's pay either at the employee level (e.g. pay variation) or control file level (e.g. Salary Rate Table) is able to be automatically recognised and the amount of any recovery or reimbursement be automatically calculated.</p> <p>The only exception to this would be one-time manual overrides. They may not be subject to retrospective calculations.</p>	
		5.6.2		<p>Retrospective processing can be applied, but is not limited to, the following events:</p> <ul style="list-style-type: none"> - Backdating the effective date of an Award, Agreement, Contract, Regulation or Act of Parliament eg. National wage, indexation case. - Backdating of a promotion or status review. - Release of increment previously deferred. - Retrospective input of leave, allowances, penalty time, etc. 	
		5.6.3		Retrospective processing can be selectively applied to current or former employees.	
		5.6.4		All details of an employee's pay history that fall within the retrospective period are able to be taken into account for the calculation of the retrospective adjustment. Details include normal pay, salary rate increases or decreases, payroll adjustments, reduced pay leave, overtime, higher duties allowances etc.	
		5.6.5		An employee's pay history details that fall within the retrospective period are to be properly corrected by the value of the retrospective adjustment.	
		5.6.6		A retrospective adjustment is able to be inquired and reported on together with the reason for the adjustment and its full makeup to allow for easy explanation.	
		5.6.7		The costing and account details of the pay history falling within the retrospective period is maintained so that adjustments and reversals are posted to the financial accounts that prevailed during the period to which the adjustment relates.	
	5.7			Pay Advice	

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Number			Feature	Requirement	Comment
		5.7.1		Produce employee Pay Advice in accordance with relevant industrial legislation. These should be produced in a confidential format, and be produced locally if desired.	GIPA Act s 14 - Table 4(b)
		5.7.2		For the purposes of section 123 (1) of the Act, the following written particulars are to be supplied by the employer to an employee when remuneration is paid to the employee: Note. Section 123 of the Act provides that a failure by the employer to provide the above particulars is an offence punishable by a maximum penalty of 20 penalty units. The section enables an employer, with the approval of the Industrial Registrar, to make different arrangements for the supply of information about remuneration.	
			5.7.2.1	Name and Australian Business Number of the employer.	
			5.7.2.2	Name of the employee.	
			5.7.2.3	Remuneration of the employee is set by an industrial instrument-the classification of the employee under that instrument.	
			5.7.2.4	Date on which the payment was made	
			5.7.2.5	Period of employment to which the payment relates.	
			5.7.2.6	Gross amount of remuneration (including overtime and other payments).	
			5.7.2.7	Amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime.	
			5.7.2.8	Amount deducted for taxation purposes.	
			5.7.2.9	Amount deducted as employee contributions for superannuation purposes.	
			5.7.2.10	Particulars of all other deductions.	
			5.7.2.11	Net amount paid.	
		5.7.3		Other details that need to be recorded (could be award requirement) include:	
			5.7.3.1	Salary sacrifice details.	
			5.7.3.2	Leave Taken.	
			5.7.3.3	Display leave balances on pay slips in both and hours and days in line with employee's normal day where appropriate.	
			5.7.3.4	Print message on all, a group or individual pay slips.	
		5.7.5		Provide payees with the option to receive Pay Advice either by paper, online via ESS or email.	
		5.7.4		Incorporated OCR/OMR software to allow for more automated and accurate enveloping of payslips.	
		5.7.5		Need to be able to customize Pay Advice layout.	