

Standard, Code of Conduct or Regulatory Agencies' lawful requirements, or may be hazardous or unsafe, or if any necessary certification, permit, or approval is required and have not been obtained.

8.1.2 If any tasks, functions or responsibilities not specifically described in this contract are reasonably required for the proper performance and provision of any Service, except to the extent agreed to the contrary in writing by ACCC, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this contract.

8.2 Contractor's Personnel

8.2.1 Getronics must only employ or otherwise directly or indirectly engage persons or organisations to perform or support the Services who:

- (a) are properly qualified and adequately experienced to perform the duties allocated to them;
- (b) exhibit a degree of professional skill, care, diligence and timeliness which may reasonably be expected of a skilled professional person suitably qualified and experienced in the performance of services similar to the Services;
- (c) are of known reliability and integrity and may be reasonably relied upon not to breach the terms and conditions of this contract including, without limitation, those relating to confidentiality, privacy, security and safety;
- (d) comply with all lawful directions of ACCC relevant to this contract;
- (e) do not represent in any way that they are employees of ACCC or the Australian Government;
- (f) behave with integrity and in an ethical manner; and
- (g) while on ACCC or other Australian Government premises, carry and display at all times appropriate company and/or ACCC identification and be easily visually identifiable as Getronics' Personnel through the way in which that identification is displayed or through such other methods as may be agreed between the parties.

8.2.2 Getronics must ensure that its Personnel are aware of all requirements under this contract that relate to their duties in respect of the provision of Items and the performance or support of this contract, and must take all reasonable action to ensure that its Personnel strictly comply with those requirements.

8.2.3 Getronics must actively manage the performance of its Personnel at all times.

8.2.4 Notwithstanding any other right or remedy of ACCC pursuant to this contract or by Law, Getronics shall promptly remove and replace any of its Personnel, including Specified Personnel, from work in respect or support of this contract where reasonably requested by ACCC to do so.

8.2.5 Getronics is responsible for all wages, salaries and other payments to its Personnel and must fully comply with all relevant Laws or other Government requirements in relation to its Personnel including labour and industrial relations Laws and those relating to working conditions, salary, wages, the payment of any relevant Tax, superannuation, levy, 'pay as you go' or other income tax remissions, and any other amounts, remissions allowances including those under any industrial awards or agreements relevant to this contract. Upon request, Getronics must demonstrate that it has complied with these obligations.

8.2.6 At the request of ACCC, Getronics will provide such evidence as ACCC may require to ensure that requirements of clause 8.2.5 are and will be met.

8.2.7 If ACCC is at any time held at any time to be liable for payment of any amount within the scope of clause 8.2.5, Getronics will indemnify ACCC for the full extent allowable under Law for all such amounts (including interest).

8.2.8 Clauses 8.2.5 -8.2.7 survive the expiry or earlier termination of the contract.

8.3 Specified Personnel

8.3.1 Except as otherwise specifically agreed in writing by ACCC, where any Specified Personnel are identified to perform a role or Service, that role or Service must be performed exclusively by the relevant member or members of the Specified Personnel.

8.3.2 Notwithstanding clause 8.3.1, Getronics must at all times have in place contingency plans, succession plans, and other relevant plans, processes and procedures to minimise any potential adverse impact for ACCC if any member of the Specified Personnel should, for any reason, not be available.

8.3.3 If, despite the best efforts of Getronics, any member of the Specified Personnel is unavailable for any reason, Getronics must promptly notify ACCC and take all reasonable action to minimise any potential adverse impact for ACCC.

8.3.4 Without limiting Getronics' other obligations under this clause 8.3 and this contract in general, where any Specified Personnel will be permanently unavailable or unavailable for a period not acceptable to ACCC, Getronics must:

(a) as soon as possible identify suitably skilled, experienced and qualified potential replacements;

(b) provide full details of the potential replacements to ACCC in writing;

(c) where requested by ACCC, arrange for relevant potential replacements to attend interviews with ACCC or take such other action or provide such information as ACCC may require to assist in its consideration of the potential replacement; and

(d) where ACCC confirms in writing that a relevant potential replacement is acceptable, immediately retain that person and provide them as the relevant substituted member of the Specified Personnel.

8.3.5 Getronics must use its best efforts to ensure that turnover of Specified Personnel is kept to a minimum.

8.4 Cooperation with ACCC Personnel and other contractors

8.4.1 Getronics must fully cooperate with ACCC's Personnel and other contractors and use its best efforts to coordinate Getronics' activities so as to support and facilitate the timely and efficient completion of all work and other activities to be performed for ACCC by any person in ACCC's best interests.

9 USE OF SUBCONTRACTORS

9.1 Use of Subcontractors must be approved

9.1.1 Getronics must not subcontract any part of the provision or support of Services or other obligations of Getronics pursuant to this contract without first obtaining ACCC's written approval.

- 9.1.2 Getronics must ensure that each Subcontractor complies with all relevant provisions of this contract and all rules, policies, and procedures of ACCC that are relevant to the Subcontractor's performance of the Services.
- 9.1.3 Notwithstanding any approval of a Subcontractor by ACCC, Getronics remains responsible for Services and performance of all Getronics' obligations under this contract and at Law and for each Subcontractors' acts and omissions to the same extent as if they were the direct acts or omissions of Getronics.
- 9.1.4 ACCC shall at its request have direct access to make any enquiry, discuss any matter or obtain any information relevant to this contract, and Getronics must fully facilitate and support such access, but ACCC shall not be obliged to become involved in any issue or dispute between Getronics and any Subcontractor (including with respect to payment) or have direct dealings with any Subcontractor acting on its own behalf.
- 9.1.5 ACCC may revoke its approval of a Subcontractor on reasonable grounds, in which case, Getronics will promptly cease using that Subcontractor to perform or support the performance of Services or other obligations of Getronics pursuant to this contract.

9.2 Key Subcontractors

- 9.2.1 Except as specifically agreed to the contrary in writing by ACCC, where the Contract Details specifies (or it is otherwise agreed in writing) that all or any part of a Service or obligation of Getronics is to be performed by a Key Subcontractor, that Service or obligation must be performed exclusively by the relevant Key Subcontractor.
- 9.2.2 If, despite the best efforts of Getronics, a Key Subcontractor becomes unavailable or refuses to provide any relevant Service or obligation, Getronics must immediately consult with ACCC and endeavour to ensure that relevant Service or obligation is performed by an alternate Key Subcontractor nominated by ACCC, or if ACCC so nominates, by Getronics itself.
- 9.2.3 Each Key Subcontractor is an Approved Subcontractor for the relevant Services or obligations, but additional approval is required pursuant to clause 9.1.1 for any further Service or obligation that Getronics wishes to Subcontract to the Key Subcontractor.
- 9.2.4 The fact that an Approved Subcontractor is a Key Subcontractor does not in any way vary or detract from Getronics' obligations either in respect of Subcontractors or generally pursuant to this contract or at Law.

9.3 Declaration by Subcontractors

- 9.3.1 Except as specifically agreed to the contrary in writing by ACCC, prior to any Approved Subcontractor commencing to provide or support the provision of Services, or perform or support the performance of any other obligation of Getronics pursuant to this contract, Getronics must provide ACCC with a signed Statutory Declaration by the Approved Subcontractor in the form contained in the Standard Document Schedule under the heading 'Statutory Declaration by Subcontractor' (or as otherwise may be reasonably required by ACCC).

9.4 Subcontract provisions

- 9.4.1 Except as specifically agreed to the contrary in writing by ACCC, each Subcontract with an Approved Subcontractor must include the following:
 - (a) in each Subcontract or order to the value of \$5,000 or more placed with any Subcontractor for the purpose of this contract (or for any contract of a value which, when taken with previous orders will equal or exceed \$5,000 in total value), the right

for Getronics to terminate the Subcontract without penalty if this contract is terminated in whole or in part by ACCC for convenience or is varied such that the Subcontract is no longer required;

- (b) the right for ACCC to take a novation of the Subcontract if this contract is terminated for any reason;
- (c) a prohibition on the Approved Subcontractor itself Subcontracting any part of the performance of the Subcontract; and
- (d) obligations consistent with and no less onerous than those contained in this contract applicable to Getronics in respect of confidentiality, privacy, security, record keeping, audit, conflicts of interest and Intellectual Property Rights.

9.4.2 If requested, Getronics must provide ACCC with a copy of each Subcontract executed between Getronics and an Approved Subcontractor.

10 PERFORMANCE MANAGEMENT

10.1 Progress and other reports

10.1.1 Getronics shall ensure that ACCC is kept constantly appraised of all information relevant to the provision of each relevant Item and compliance with any relevant Project Plan and other relevant Getronics obligations pursuant to this contract and, without limiting the foregoing, shall:

- (a) provide to ACCC the Project Cost Report on a weekly basis;
- (b) furnish to ACCC the reports required by and prepared in accordance with the reporting requirements set out in any relevant Project Plan or as is otherwise required in accordance with a provision of this contract or otherwise as may be reasonably specified by ACCC;
- (c) promptly enter data in relevant ACCC systems, or provide data in an electronic form suitable to directly feed into relevant ACCC systems in accordance with the reporting requirements set out in any relevant Project Plan or as is otherwise required in accordance with a provision of this contract or otherwise as may be reasonably specified by ACCC;
- (d) report any Security Incident or Service Incident and provide reports in accordance with clauses 10.2 and 18.7;
- (e) provide ACCC with any ad hoc report or information in relation to any Item, or any other matter related to this contract that ACCC requests, in such format and within such a time frame as ACCC may reasonably require; and
- (f) if:
 - i. Getronics anticipates that the cost for any component of the System and the Solution and the cost of the provision of the System and the Solution in total under this contract may exceed the relevant Target Cost; or
 - ii. any material fact or circumstance threatens the due and punctual compliance with any relevant Project Plan or any material obligation of this contract,

immediately notify the ACCC and provide full details.

10.1.2 Getronics shall permit ACCC, upon reasonable notice, to examine designs, plans, documentation, code or any other work in progress for the purposes of satisfying itself as to the present status and quality of the work and its progress against any relevant Project Plan and compliance with any relevant requirement of this contract.

10.2 Fault and failure diagnosis

- 10.2.1 Getronics must promptly on request investigate any Fault, Service Incident or Security Incident (each of which for the purposes of this clause 10 is an *Incident*) and promptly report to ACCC what it considers to be the cause of the Incident (including where relevant, its root cause and all underlying causes) together with details of the action, if any, Getronics proposes to ensure that the direct and underlying causes are remedied and to ensure that similar incidents do not occur and / or minimise their potential adverse consequences for ACCC.

10.3 Cure Plan

- 10.3.1 Notwithstanding any other right or remedy of ACCC, where any Incident occurs and Getronics has (or ACCC reasonably believes may have) breached any requirement under this contract, Getronics must within two Business Days of being notified to do so (or such longer time as the notice specifies) provide ACCC with a detailed written plan to remedy the breach or incident and its underlying causes (and to ensure that no similar breach or Incident occurs), such Cure Plan to include:

- (a) full details of nature of the cause of the breach or Incident, where known, or if not known the full details of what Getronics considers to be the cause of the breach or Incident (including where relevant, its root cause and all underlying causes);
- (b) the proposed method by which the breach or Incident will be cured, including alternate or contingent action that can be taken if necessary;
- (c) any temporary measures that can be taken to work around or minimise the impact of the breach or Incident;
- (d) the time that will be required to fully complete all aspects of the Cure Plan; and
- (e) a work and Project Plan setting out the tasks, timing, resources, dependencies, contingencies, availability of resources and the relationships between tasks and all other information as ACCC may reasonably require in order for it to assess Getronics' plan.

- 10.3.2 ACCC may either:

- (a) notify Getronics to implement the Cure Plan; or
- (b) notify Getronics to promptly revise and resubmit the Cure Plan within 2 Business Days (or such longer time as the notice specifies) to meet the reasonable requirements of ACCC as set out in the notice, in which case Getronics must revise and resubmit the Cure Plan in accordance with the notice.

- 10.3.3 Upon receipt of a notice pursuant to clause 10.3.2(a) Getronics must immediately implement the Cure Plan and:

- (a) keep ACCC fully informed about the progress of work against the Cure Plan and any proposed modification to the Cure Plan;
- (b) promptly provide ACCC with any information that it reasonably requests about the progress of work or the Cure Plan or any related matter;
- (c) diligently perform all work in accordance with the Cure Plan and properly manage it through to conclusion; and
- (d) notify ACCC when Getronics believes the Cure Plan has been fully implemented and completed by providing ACCC with a Rectification Completion Certificate.

10.4 Periodic or other reviews

- 10.4.1 Getronics must at no additional cost actively participate in and contribute to any review ACCC reasonably wishes to conduct including, without limitation, reviews of:
- (a) the scope of Items provided or available to be provided pursuant to this contract;
 - (b) the adequacy of the performance management framework;
 - (c) benefits achieved by ACCC under this contract;
 - (d) Getronics' performance; and
 - (e) how Getronics can best support the ongoing needs of ACCC.

10.5 Conflict of interest

- 10.5.1 During the course of this contract Getronics must not be subject to any Conflict of Interest, and must use its best endeavours to ensure that none of its Personnel are subject to any Conflict of Interest.
- 10.5.2 Without prejudice to any other right or remedy under this contract or at Law, if during the course of this contract an actual or potential Conflict of Interest arises, Getronics must:
- (a) notify ACCC immediately;
 - (b) make full disclosure of all relevant information relating to the actual or potential Conflict of Interest; and
 - (c) take such steps as ACCC may reasonably require to resolve or otherwise deal with the actual or potential Conflict of Interest.

11 RELATIONSHIP MANAGEMENT

11.1 Contractor's Representative

- 11.1.1 Getronics shall appoint and at all times maintain a Getronics Representative with full power and authority to represent and bind it in any matter related to this contract.

11.2 ACCC's Representatives

- 11.2.1 ACCC shall, unless otherwise advised by ACCC to Getronics, appoint and at all times maintain:
- (a) a ACCC Project Manager to be its main point of operational contact for all matters related to this contract generally; and
 - (b) a ACCC Contract Authority to be its main point of contact for legal or contract administration purposes.
- 11.2.2 ACCC Project Manager has the power and authority to make all operational and administrative decisions in relation to this contract for ACCC but is not empowered to:
- (a) issue a notice of termination; or
 - (b) make or agree to variation or amendment to the terms of this contract (including, without limitation, agree to any variation or amendment to any Fee or Charge).

These powers may be exercised by ACCC Contract Authority.

11.3 General

- 11.3.1 Each party may at any time vary or revoke the appointment of any of its Representatives by written notice to the other party.
- 11.3.2 The powers, duties, discretions and authority of a Representative may be exercised or discharged by any relevant superior officer of that Representative.
- 11.3.3 Notwithstanding any other provision of this contract, an instruction, advice or notice given to any Representative of Getronics is deemed to be given to Getronics.
- 11.3.4 Getronics must ensure that Getronics Representative is available for and will attend meetings, provide information, advice and assistance to ACCC and to discuss and facilitate any matter related to this contract at all reasonable times.

12 WORK ORDERS

12.1 Quotations and Proposals

- 12.1.1 ACCC may at any time during the term of this contract issue a Request for Proposal and Quotation to Getronics setting out the details of Products, Service or other Items it is considering acquiring together with details of other relevant requirements.
- 12.1.2 Getronics must, within the timeframe (if any) specified in the Request for Proposal and Quotation either provide ACCC with:
 - (a) a written quotation specifying all proposed Fees and Charges relating to the proposal with all prices quoted conforming to the requirements specified by ACCC in the Request for Proposal and Quotation (for example, specifying the proposal to be on the basis of a fixed price, capped time and material or time and materials basis) and the provisions of this contract;
 - (b) a written proposal in the level of detail requested by ACCC in the Request for Proposal and Quotation setting out how Getronics will ensure all requirements specified by ACCC in the Request for Proposal and Quotation are met; and
 - (c) all other information or material specified by ACCC in the Request for Proposal and Quotation; or
 - (d) where the Request for Proposal and Quotation contains requirements that are outside the scope of Services, Products and other Items specified in the Price Schedule, a written notice declining to provide a proposal and fully explaining the reasons for doing so.
- 1.1.1 12.1.3 Unless otherwise agreed by ACCC in writing, all such proposals must:
 - (a) ensure that the Fees and Charges quoted for all Services, Products and other Items specified in the Price Schedule do not exceed their Scheduled Price;
 - (b) be a firm offer open for acceptance by ACCC for a minimum period of 30 days; and
 - (c) not be on the basis of or subject to any terms and conditions other those contained in this contract in respect of matters dealt with in this contract except in respect to specific terms required by Manufacturers other than Getronics or a Related Party of Getronics.

12.2 Work Orders without Proposals

- 12.2.1 ACCC may issue Work Orders for Services, Products and other Items specified in the Price Schedule without the need to go through the process described in clause 12.1 where the Fees and Charges for scope of work and requirements can reasonably be fixed from the Scheduled Prices in the Pricing Schedule without the need for a Proposal.

- 12.2.2 Without limiting clause 12.2.1, Work Orders issued in accordance with this clause 12.2 could include:
- (a) ad hoc services, 'body shop' resources, maintenance outside the scope of clause 6, resources to handle minor additional requirements and small scale projects, to be performed on a time and materials basis; and
 - (b) Services and Products that have a fixed or ascertainable price specified in the Pricing Schedule.
- 12.2.3 A Work Order for time and materials work issued in accordance with this clause 12.2 can limit the scope of work by specifying a dollar limit or limits of other kinds.

12.3 Work Order

- 12.3.1 Where ACCC wishes Getronics to provide Products, Service or other Items pursuant to this clause 12 ACCC will issue a Work Order to Getronics.
- 12.3.2 Getronics:
- (a) must promptly confirm in writing to ACCC whether it accepts or rejects a Work Order; and
 - (b) can only reject a Work Order for a Valid Reason.
- 12.3.3 Subject to clause 12.3.4, each Work Order (including all relevant schedules and attachments to the Work Order) will, upon ACCC's receipt of Getronics' acceptance in accordance with clause 12.3.2(a), form part of this contract and the parties will comply with the Work Order as and from that date.
- 12.3.4 Where a Work Order specifically provides that it is intended to create a separate contract, then upon ACCC's receipt of Getronics' acceptance of the Work Order in accordance with clause 12.3.2(a), a separate contract will be created between the parties at that time, on the terms of that Work Order (including all relevant schedules and attachments to the Work Order).

12.4 Acknowledgements By Getronics

- 12.4.1 Getronics acknowledges and agrees that:
- (a) the arrangement under which Getronics offers to supply Items to ACCC under this clause 12 is non-exclusive and without any representation or commitment of any kind that ACCC will issue any Request for Proposal and Quotation, place any Work Order or acquire any volume of any Item or any Item at all;
 - (b) ACCC has the absolute right and discretion to acquire any goods or services (including goods and services identical or similar to Items that are offered pursuant to this contract) under any process or arrangement and from any supplier as ACCC in its absolute discretion thinks fit; and
 - (c) ACCC reserves the right to market test the provision of goods and services identical or similar to Items that are offered pursuant to this contract, and to use one or more Proposals for this, or any other purpose, as ACCC sees fit.

13 FEES AND CHARGES

13.1 Fees and Charges are all inclusive

- 13.1.1 Except to the extent specifically provided to the contrary in this contract or otherwise specifically agreed in writing by the parties, the Fees and Charges:
- (a) are fixed and firm for the period of this contract;
 - (b) are inclusive of all relevant costs and charges, and Australian and overseas Taxes (other than Australian GST in respect of Fees and Charges specified in a schedule to this contract or a Work Order to be on a GST exclusive basis); and
 - (c) represent the total consideration payable by ACCC for all matters relevant to this contract.
- 13.1.2 All Taxes levied in Australia or overseas in connection with the performance of this contract must be borne by Getronics.

14 TAX CHANGE

- 14.1.1 Where Getronics becomes aware of any proposed Tax change that will take effect on or after the Commencement Date, Getronics must promptly notify ACCC of the details of the proposed change and how it is anticipated that it would affect the cost to Getronics of providing the Services.
- 14.1.2 Getronics agrees to make every effort to reasonably rearrange its affairs and / or vary this contract in a way acceptable to ACCC so as to avoid, or if not possible to avoid, to minimise, any increased cost due to a Tax change prior to that Tax change coming into effect.
- 14.1.3 If despite clause 14.1.2, any Tax change has the net effect of increasing the cost to Getronics of providing the Services, Getronics must provide full details of the calculation of the net cost. The parties agree to negotiate in good faith to reach an agreement into an appropriate variation to this contract to account for the Tax change in a manner acceptable to both parties. To the extent that negotiations cannot be concluded by the time the Tax change comes into effect, ACCC will bear the cost of the Tax change until the negotiations are concluded. The amount paid by ACCC in respect to the Tax change will be adjusted to reflect any agreement reached by the parties on the allocation of the net cost effect of the Tax change.
- 14.1.4 If the negotiations pursuant to clause 14.1.3 are concluded without reaching agreement, ACCC may:
- (a) refer the issue for resolution as a Dispute pursuant to clause 27; or
 - (b) terminate this contract pursuant to clause 31.2.
- 14.1.5 Where any Tax change has the effect of decreasing the cost to Getronics of providing the Services, Getronics must pass on the full benefit of the decrease by reducing the Fees and Charges payable by ACCC for the Services as and from the date the Tax change comes into effect and, where relevant, by applying the reduction in a such a manner as ACCC may reasonably request.
- 14.1.6 Getronics must promptly on request provide ACCC with reasonable information requested by ACCC to ensure that the full benefit of any decrease to the cost to Getronics of providing the Services has been properly calculated and applied in accordance with clause 14.1.3.

15 INVOICING AND PAYMENT

15.1 When payment is due

- 15.1.1 Subject to the due and proper provision of Items (including achievement of Milestones) and performance of all other relevant obligations by Getronics, ACCC will pay all relevant Fees

and Charges within 30 days of receipt of a Correctly Rendered Invoice issued on or after they fall due for billing.

15.2 GST

- 15.2.1 Unless otherwise indicated, the Fees and Charges and all other consideration for any supply made to ACCC under this contract is inclusive of any GST imposed on the supply.
- 15.2.2 If one party (the *supplier*) makes a taxable supply to the other party (the *recipient*) under this contract, the recipient must pay without setoff an additional amount to the supplier equal to the GST imposed on the GST exclusive value of the supply in question as correctly detailed in a tax invoice provided by the supplier to the recipient.
- 15.2.3 No party may claim from the other party under this contract any amount for which the first party may claim an input tax credit (or would have been able to claim an input tax credit if it was registered for GST).
- 15.2.4 In this clause 15 the terms 'consideration', 'GST', 'input tax credit', 'supply', 'taxable supply' and 'tax invoice' have the meanings respectively given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

15.3 Electronic invoicing and remittance

- 15.3.1 Getronics will make all reasonable efforts to comply with any electronic invoicing requirements notified by ACCC.
- 15.3.2 ACCC may make payment under this contract by remitting funds electronically to Getronics Bank Account. Payment shall be deemed to have been made at the time the funds are dispatched electronically.

15.4 Payment is not an admission

- 15.4.1 Payment of any amount by ACCC is not:
- (a) evidence of or an admission that any Item has been accepted by ACCC or provided by Getronics in accordance with this contract;
 - (b) evidence of the value of the Item;
 - (c) an admission of liability; nor
 - (d) acceptance or approval by ACCC of Getronics' performance,
- but is to be taken only as a payment on account.

15.5 Disputed amounts

- 15.5.1 Any Dispute in respect of an invoice will be resolved in accordance with the Dispute resolution provisions in clause 27.
- 15.5.2 Where ACCC has overpaid any Fee or Charge due to a mistake of any kind Getronics shall immediately remit to ACCC the amount of any overpayment and such amount shall be recoverable as a debt due from Getronics as from the date the existence of the overpayment is notified to Getronics.

16 Audit and Access Requirements

16.1 Audits

- 16.1.1 Audits under this clause 16 will be conducted by an Australian Government Auditor.
- 16.1.2 Audits under this clause 16 can include audits and investigations of:
- (a) Getronics' compliance with all its obligations under this contract including but not limited to:
 - i. confidentiality, privacy, security and its adherence to Commonwealth policy requirements referred to in this contract; and
 - ii. Getronics' invoices and reports produced for the purposes of this contract;
 - (b) Getronics' practices and procedures as they relate to this contract, including security procedures; and
 - (c) any other matters reasonably determined by ACCC to be relevant to the performance of Getronics' obligations under this contract.

16.2 Conduct of Audits

- 16.2.1 Getronics must participate promptly and cooperatively in audits at the frequency and in relation to the matters specified by ACCC (including on an ad hoc basis if requested by ACCC), for the purpose of ensuring that this contract is being properly performed and administered. Audits may consider all aspects of Getronics' performance including but not limited to any performance indicators, benchmarks or targets.
- 16.2.2 Except in those circumstances in which notice is not practicable or appropriate, and without limiting any other right, recourse or remedy of ACCC, ACCC must give Getronics reasonable notice of an audit and, where reasonably practicable, an indication of which documents and/or class of documents the auditor may require.
- 16.2.3 Nothing in this clause 16 limits any right or statutory power or function of an Australian Government Auditor.
- 16.2.4 Subject to any express provisions in this contract to the contrary, each party must bear its own costs associated with any audits.
- 16.2.5 The requirement for, and participation in, audits does not in any way reduce Getronics' responsibility to perform its obligations in accordance with this contract.
- 16.2.6 ACCC must use reasonable endeavours to ensure that audits performed in accordance with this clause 16 do not unreasonably delay or disrupt Getronics' performance of its obligations under this contract.
- 16.2.7 Getronics must promptly take, at no additional cost to ACCC, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way Getronics has under this contract:
- (a) supplied any item; or
 - (b) calculated Fees or Charges, or any other amounts billed to ACCC.

16.3 Access to Premises and Records

- 16.3.1 Without limiting any other provision of this contract, an Australian Government Auditor, may, at reasonable times:
- (a) access any premises which are directly or indirectly under the control of Getronics;

- (b) require the provision by Getronics of any documentation, records and other information or material which are related to this contract; and
 - (c) access or inspect any copy, documentation and records or any other information or matter relevant to Getronics' obligations or performance of this contract, however stored, which are directly or indirectly under the control of Getronics.
- 16.3.2 Getronics must ensure that any Subcontract contains equivalent provisions to this clause 16 and in respect to the Subcontractor's premises, data, records, accounts, financial material and information of its Personnel.
- 16.3.3 Without limiting any of its other obligations under this contract, Getronics must, at its own cost, ensure that it keeps full and complete records in accordance with all applicable International Accounting Standards (and, for entities domiciled, resident, incorporated or registered in Australia, in accordance with all applicable Australian Accounting Standards) and that data, information and records relating to this contract or its performance are maintained in such a form and manner as to facilitate access and inspection under this clause 16.
- 16.3.4 The provisions of this clause 16 apply for the term of this contract and for a period of seven (7) years from the date of its expiry or termination.

17 ARCHIVES

17.1.1 Getronics must:

- (a) not arrange for, nor effect, a transfer of custody or ownership of any Australian Government record without the prior written approval of the National Archives of Australia, nor will Getronics remove any such record, except in accordance with arrangements agreed to by the National Archives of Australia;
- (b) where the National Archives of Australia authorises the transfer of custody of Australian Government records to Getronics, comply in every respect with the requirements of the *Archives Act 1983* (Cth);
- (c) comply with any direction given by ACCC for the purpose of transferring Australian Government records to the National Archives of Australia or providing the National Archives of Australia with full and free access to those records;
- (d) at all times:
 - i. permit ACCC to access all Australian Government records in the custody of Getronics; and
 - ii. facilitate reasonable access to Australian Government records by a requesting Australian Government Department;
- (e) comply with Laws providing for public access to Australian Government records; and
- (f) on or before the date of termination or expiry of this contract, deliver all Australian Government records in Getronics' possession or under Getronics' control to ACCC or, if directed by ACCC, to another party specified in writing by ACCC.

18 SECURITY

18.1 General security

- 18.1.1 Getronics must comply, and must ensure that its Personnel comply, with:
- (a) all relevant provisions of the Protective Security Manual;

- (b) any Additional Security Requirement specified in the Contract Details; and
 - (c) any variations, or additions, to those security and other requirements that ACCC, in its absolute discretion, notifies Getronics in writing, from the date specified in the notice, or within 7 days after it receives the notice if no date is specified.
- 18.1.2 If a variation to security requirements pursuant to clause 18.1.1(c) has cost implications for Getronics which Getronics can substantiate and which cannot be avoided after due and proper consultation with ACCC, ACCC will not unreasonably refuse a variation in accordance with clause 35 made by Getronics in respect of the recovery of such reasonably and necessarily additional costs as may be incurred by Getronics.
- 18.1.3 Without limiting any other provision of this contract, where Security Classified Information is in the possession or control of Getronics, Getronics must ensure that all Facilities used for the storage, processing, handling, transmission and disposal of the Security Classified Information meet the requirements of this contract for the relevant security classification of the information.
- 18.1.4 Without limiting any other provision of this contract, Getronics acknowledges and agrees that access to Security Classified Information of at least 'IN CONFIDENCE' may be involved in the routine performance of Getronics' obligations under this contract.

18.2 Personnel security

- 18.2.1 All persons (in this clause 18 referred to as "Designated Persons") whom Getronics proposes to carry out work or perform duties under or in support of this contract and who will be required, while carrying out some or all of that work or performing some or all of those duties, to:

- (a) have access to Security Classified Information or Official Resources;
- (b) hold a particular kind of security clearance, the details of which have been notified to Getronics by ACCC;
- (c) enter any secure areas in ACCC's or other Australian Government buildings or places; or
- (d) work with ACCC's Personnel for extended periods;

must be authorised in writing by ACCC under this clause 18 to carry out that work or perform those duties.

- 18.2.2 Getronics must provide to ACCC, in the form required by ACCC, such information and consents as ACCC from time to time reasonably requests for the purpose of allowing ACCC to undertake reasonable investigations for the purposes of this clause 18.
- 18.2.3 Except as otherwise specifically provided in this contract or otherwise agreed in writing, Getronics will, if requested to do so, reimburse ACCC for the reasonable costs and expenses it incurs in the authorisation of a Designated Person. Getronics and the Designated Person must bear their own costs in respect of authorisation.
- 18.2.4 ACCC must not unreasonably withhold authorisation of a Designated Person and must advise the Designated Person or Getronics either that it:
- (a) has authorised that person to carry out work or perform duties under this contract (i.e. that they are an Authorised Person), and the type and level of clearance given and the date from which, or the period during which, those clearances will be effective; or
 - (b) refuses to authorise to carry out such work or perform such duties;

and, if requested, the Designated Person or Getronics must acknowledge receipt of that advice.

- 18.2.5 Getronics must take reasonable steps to inform itself of and regularly review relevant information and circumstances concerning each Authorised Person and advise ACCC promptly in writing of any relevant information or change in the circumstances of an Authorised Person that, in Getronics' reasonable opinion, might affect ACCC's assessment of the person as an Authorised Person.
- 18.2.6 ACCC may, at any time, on reasonable grounds, without any liability whatsoever, withdraw, limit or suspend its authorisation in respect of a particular Authorised Person and, in such event, must notify Getronics accordingly. Any such action by ACCC shall not in any way limit or diminish Getronics' obligation to strictly perform all its obligations under this contract.
- 18.2.7 Without prejudice to any other right or remedy of ACCC under this contract or at Law, where ACCC withdraws, limits or suspends the authorisation of a person under this clause 18.2, Getronics must, if required by ACCC and without inconvenience or cost to ACCC, propose and make available another person for authorisation by ACCC under this clause 18.2 within a reasonable time.

18.3 Information security

- 18.3.1 Getronics must not permit any of its Personnel to have any access to Security Classified Information unless:
- (a) the relevant member of its Personnel has been cleared to the appropriate security level;
 - (b) ACCC has given written authority under this clause 18;
 - (c) the relevant person has undergone the training (if any) specified in the Contract Details or relevant Work Order or otherwise reasonably required by ACCC relating to access and use of Security Classified Information; and
 - (d) the relevant person has a legitimate and genuine need to know the relevant Security Classified Information for the purposes of this contract.
- 18.3.2 Getronics must immediately notify ACCC on becoming aware or suspecting that any unauthorised person has had or may have had access to Security Classified Information.
- 18.3.3 Getronics must not perform any Service, or transfer any Security Classified Information or Confidential Information of ACCC, outside of Australia, without specific prior written approval of ACCC.

18.4 Legislative Requirements

- 18.4.1 Getronics acknowledges that section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth", and that its attention has been drawn to sections 70 and 79 the *Crimes Act 1914* (Cth).
- 18.4.2 Getronics acknowledges that:
- (a) any unauthorised access, destruction, alteration, addition or impediment to access or usefulness of data stored in any computer or information system in the course of performing this contract may be an offence under Part 10.7 of Criminal Code (Cth) for which there are a range of penalties, including imprisonment; and
 - (b) the publication or communication of any fact or document that has come to the knowledge or into the possession or custody of any person by virtue of the performance of this contract (other than to a person to whom Getronics is authorised to publish or disclose the fact or document), may be an offence under section 70 of the *Crimes Act 1914* (Cth), the penalty for which can include imprisonment.

- 18.4.3 Getronics acknowledges that in performing this contract, it may become subject to certain statutory provisions relating to security and security issues, and it undertakes to ensure that any relevant member of Getronics' Personnel involved in providing or supporting the provision of the Services or otherwise performing obligations in respect of this contract are relevantly aware of, and comply, with those statutory provisions.
- 18.4.4 Without limiting clause 18.4.3, Getronics must inform its Personnel who will have access to ACCC's documents, Materials or information which contain Security Classified Information, of the provisions of sections:
- (a) 70 and 79 of the *Crimes Act 1914* (Cth) relating to protecting Australian Government information and official secrets and to the other legislation as listed in the relevant Contract Details or relevant Work Order;
 - (b) Part 10.7 of the *Criminal Code Act 1995* (Cth); and
 - (c) must, prior to giving such access, ensure the person to be given such access has provided ACCC with an acknowledgment that the person is aware of the provisions of the legislation listed in this clause 18.4.4.

18.5 Physical security

- 18.5.1 Getronics may only access ACCC's premises (including any area licensed to Getronics related to this contract) if authorised in writing by ACCC and so long as Getronics complies with the requirements of ACCC set out in this contract (and as otherwise notified to Getronics by ACCC from time to time) and, in any event, must immediately vacate such premises and cease such access if notified to do so by ACCC.

- 18.5.2 Getronics must safeguard, and must ensure that its Personnel safeguard:

- (a) any keys or passes or other relevant access, identification or authentication items or information; or
- (b) any Material detailing access or security arrangements or which could otherwise compromise security;

that are provided to Getronics in the course of this contract.

- 18.5.3 Getronics must protect any Official Resources that are in its possession or under its control in the manner that ACCC would be required to protect those Official Resources if they were in the possession or under the control of ACCC, including by ensuring that any Official Information is not accessible by unauthorised persons.

18.6 Return of Material

- 18.6.1 Except as may be specifically agreed to the contrary by ACCC in writing, Getronics must promptly return (or account for, if return is not possible) to ACCC all Security Classified Information, ACCC Confidential Information and ACCC Personal Information obtained by Getronics as a result of this contract:

- (a) upon termination or expiry of this contract for any reason;
- (b) when the relevant Security Classified Information, ACCC Confidential Information and ACCC Personal Information is no longer reasonably required to be held by Getronics for the purposes of this contract; or
- (c) when requested by ACCC to do so.

- 18.6.2 Where return of information is Security Classified Information, ACCC Confidential Information or ACCC Personal Information is not reasonably possible due the nature of storage in Getronics' ICT Systems or other reasons agreed in writing by ACCC, Getronics must ensure that this material is promptly (or in such time frame as may otherwise be

agreed by ACCC in writing) and irretrievably erased or destroyed in accordance with the requirements of the Protective Security Manual and the erasure or destruction is confirmed in writing to ACCC.

- 18.6.3 To the extent that return of Security Classified Information, ACCC Confidential Information or ACCC Personal Information in accordance with clause 18.6.1(c) constitutes a Force Majeure Event affecting the ability of Getronics to perform the Services it will be dealt with in accordance with clause 25.

18.7 Security reports

- 18.7.1 Getronics agrees to supply written security reports to ACCC in a form and at the times specified in accordance with this contract, or as otherwise may be reasonably required by ACCC, which reports must include, as a minimum, the following security information:
- (a) all Security Incidents, including steps taken by Getronics to address these;
 - (b) perceived security problems;
 - (c) where appropriate, recommendations for security improvements;
 - (d) proposed and actual changes in Getronics Personnel; and
 - (e) any other security information reasonably required by ACCC from time to time.
- 18.7.2 In addition to clause 18.7.1, Getronics must also notify ACCC immediately on becoming aware of a Security Incident having occurred, and promptly confirm the report in writing to ACCC.

18.8 Security Training

- 18.8.1 If specified in the Contract Details or relevant Work Order, Getronics must, and must ensure that all relevant members of its Personnel must, undertake the specified training, or as may otherwise be specified on reasonable notice in writing to Getronics during the period of this contract.

19 PROTECTION OF PERSONAL INFORMATION

19.1 Interpretation of this clause

- 19.1.1 In this clause 19, the following terms have the same meaning as they have in the *Privacy Act 1988 (Cth)*:

an agency;

APC (approved privacy code);

contracted service provider;

IPPs (Information Privacy Principles); and

NPPs (National Privacy Principles).

Privacy Commissioner

19.2 Obligations of Service Provider in relation to Personal Information

19.2.1 Getronics acknowledges that to the extent that it provides Services under this contract that it is a contracted service provider.

19.2.2 Getronics agrees to the extent that Getronics has access to or deals with Personal Information in connection with this contract:

- (a) to use or disclose such Personal Information only for the purposes of this contract;
- (b) to carry out and discharge the obligations contained in the IPPs as if it were an agency;
- (c) not to do any act or engage in any practice which, if done or engaged in by an agency, would be a breach of an IPP;
- (d) not to use or disclose such Personal Information in breach of section 16F [Direct marketing] of the Privacy Act (where applied to Getronics), unless that use or disclosure is explicitly required under this contract;
- (e) not to engage in an act or practice that would breach an NPP (particularly NPPs 7 to 10) or an APC (where applied to Getronics), unless that act or practice is explicitly required under this contract;
- (f) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this contract that are inconsistent with an NPP or an APC binding on a party to this contract);
- (g) to notify ACCC immediately if Getronics becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 19, whether by Getronics or its Personnel;
- (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner or ACCC, to the extent that they are consistent with the requirements of this clause 19; and
- (i) to ensure that all Personnel required to deal with Personal Information for the purposes of this contract are made aware of the obligations of Getronics set out in this clause 19.

19.2.3 Getronics agrees to ensure that any Subcontract entered into by Getronics for the purpose of fulfilling its obligations under this contract imposes on the Subcontractor the same obligations that Getronics has under this clause (including this requirement in relation to Subcontracts).

20 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

20.1 Confidential information not to be disclosed

20.1.1 Subject to clause 20.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party or use it for any purpose otherwise than strictly for the purposes this contract.

20.2 Written undertakings

20.2.1 ACCC may at any time require Getronics to arrange for any person having access to ACCC's Confidential Information pursuant to this contract to give a written undertaking in a form reasonably required by ACCC relating to the use and non-disclosure of ACCC's Confidential Information.

20.2.2 If Getronics receives a request under clause 20.2.1, it must promptly arrange for all such undertakings to be given.

20.3 Exceptions to obligations

- 20.3.1 An obligation of a party under this clause 20 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed or used in accordance with the provisions of this contract by a party to its Personnel for the sole purpose of and only to the extent strictly necessary to comply with its obligations, or to exercise its rights, under this contract;
 - (b) is made available by a party to its management Personnel on a "needs to know basis";
 - (c) is made available by a party to its auditor or a professional adviser on a "needs to know basis" and in such circumstances where they are legally bound to comply with confidentiality and security requirements no less stringent than under the terms of this contract;
 - (d) is disclosed for use by any Minister of the Australian Government;
 - (e) without limiting the application of this clause 20.3.1, is disclosed in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia, for information;
 - (f) is used by ACCC or disclosed to and used by another agency, where this serves the Australian Government's legitimate interests;
 - (g) is authorised or required by Law to be disclosed;
 - (h) is in or comes into the public domain otherwise than due to a breach of this clause 20;
 - (i) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
 - (j) has been independently developed or acquired by the receiving party.

20.4 Obligation on disclosure

20.4.1 Where a party discloses Confidential Information to another person:

- (a) pursuant to clauses 20.3.1(a), 20.3.1(b), 20.3.1(c) or 20.3.1(f) the disclosing party must:
 - i. notify the receiving person that the information is Confidential Information; and
 - ii. not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clauses 20.3.1(d) or 20.3.1(e), the disclosing party must notify the receiving party that the information is Confidential Information.

20.5 Period of confidentiality

20.5.1 Except as otherwise may be agreed in writing, all Confidential Information shall remain confidential until it becomes available from a legal public source without restriction.

20.6 No Reduction in Privacy Obligations

20.6.1 Nothing in this clause 20 derogates from any obligation which Getronics may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this contract, in relation to personal information as defined in that Act.

20.7 Additional Confidential Information

- 20.7.1 The parties may agree in writing after the date of this contract that certain information is to constitute Confidential Information for the purposes of this contract.
- 20.7.2 Where the parties agree in writing after the date of this contract that certain information is to constitute Confidential Information for the purposes of this contract, that documentation is incorporated into, and becomes part of this contract, on the date by which both parties have signed that documentation.

20.8 Publicity or promotion

- 20.8.1 Getronics shall not use ACCC as a reference site, or mention ACCC (either directly or in terms such as might reasonably lead a person to conclude that ACCC was being referred to) or use ACCC's name in any customer list or in any promotion or form of publicity without the express and specific prior written consent of the relevant ACCC Project Manager.

21 INTELLECTUAL PROPERTY RIGHTS

21.1 Contract Specific Material

- 21.1.1 For the purposes of this clause 21 'Contract Specific Material', includes:

- (a) any Material that is developed, created or generated for or on behalf of ACCC pursuant to this contract ('Foreground Material');
- (b) any pre-existing tools, object libraries, methodologies or Materials used to perform this contract (other than those provided by ACCC)– but only to the extent that they are incorporated in the Foreground Material ('Background Material').

- 21.1.2 Except to the extent provided to the contrary in this clause 21 or otherwise specifically agreed in writing by ACCC, Intellectual Property Rights in the Contract Specific Material are assigned to ACCC. Accordingly, Intellectual Property Rights in the Contract Specific Material are as follows:

- (a) where any Contract Specific Material does not incorporate any Background Material, Intellectual Property Rights in that Contract Specific Material vest in ACCC absolutely; and
- (b) where any Contract Specific Material incorporates Background Material:
 - i. all Intellectual Property Rights in the Background Material outside of the Contract Specific Material are retained by Getronics (or relevant third party owner) absolutely;
 - ii. ACCC does not gain any rights in respect of the Background Material outside of the Contract Specific Material but is the exclusive owner of all Intellectual Property Rights in the Contract Specific Material as a whole (including the incorporated Background Material).
 - iii. Nothing in this contract shall prevent or restrict Getronics using any generic code, knowhow, technologies or ideas developed by it as part of the services in its normal business so long as it does not disclose any Security Classified Information or ACCC Confidential Information.

21.2 Licensing of ACCC Material for the Services

- 21.2.1 Where ACCC provides any Material to Getronics for a specific purpose in respect of the performance of this contract, ACCC grants to Getronics:
- (a) a revocable, royalty free, non-exclusive licence to use, reproduce, modify and communicate that ACCC Material in Australia for that purpose during the term of this contract, and subject to any additional limitations or other conditions advised by ACCC to Getronics; and
 - (b) except as otherwise may be specified by ACCC, the right to grant a sub-licence to Approved Subcontractors on the same terms and subject to the same limitations.

21.3 Further Assurance

- 21.3.1 Each of the parties agrees to join in and execute such further instruments as may be necessary to give full effect to the intent of this clause 21 regarding the allocation of Intellectual Property Rights.

21.4 Moral Rights

- 21.4.1 For the purposes of clause 21.4.2 'Specified Acts' in relation to any Contract Specific Material, means the following classes or types of acts or omissions:
- (a) those which would, but for this clause 21, infringe the author's right of attribution of authorship; and
 - (b) those which would, but for this clause 21, infringe the author's right of integrity of authorship,

but does not include:

- (c) those which would infringe the author's right not to have authorship falsely attributed.
- 21.4.2 Prior to each item of Contract Specific Material being provided to ACCC or used in provision or support of the Services, Getronics must obtain from the author(s) of that item a written consent to the Specified Acts being performed by any person in respect of that item.
- 21.4.3 Getronics must promptly provide ACCC with an original of any consent referred to in clause 21.4.2 if requested by ACCC.

22 REPRESENTATIONS AND WARRANTIES

22.1 Representations and warranties

- 22.1.1 Without limitation to any other provision of this contract, Getronics represents and warrants to ACCC as follows:
- (a) Getronics will provide Items promptly, diligently and with due care and skill, in accordance with the practices and high professional standards used in well managed operations providing Items, services and systems similar to the Items and in a manner that will not cause any disruption to the operation of ACCC;
 - (b) no Intellectual Property Right of any person will be infringed in Australia as a result of:
 - i. Getronics' provision of any Item or in performing any of its obligations pursuant to this contract; and
 - ii. ACCC's holding or using any Item, or exercising any other right it has in accordance with this contract;

- (c) if Getronics is a trustee, Getronics enters this contract personally and in its capacity as trustee, and it has the power to perform its obligations under this contract;
- (d) no information or Material provided or otherwise made available by Getronics to ACCC pursuant to or connected with this contract breaches any obligation of confidentiality to any third party;
- (e) Getronics has, or will have at the relevant time, the resources, capacity, expertise and ability in terms of Equipment, Software, know-how and Personnel to provide the Items;
- (f) the Solution Design:
 - i. is fit for its intended purpose in accordance with this contract (or as otherwise agreed with Getronics in writing);
 - ii. meets the Solution Requirements; and
 - iii. enables ACCC to meet its objectives under clause 3.2.
- (g) each Item as delivered complies with its Specifications and is fit for the purpose described by ACCC in this contract (or as otherwise agreed with Getronics in writing);
- (h) no Item provided under this contract (whether sold, licensed or leased) is subject to any Security Interest;
- (i) Getronics is not party to any arrangement or understanding that might require Getronics provide access to or possession or control of Security Classified Information (either directly or indirectly (for example by access to or possession or control of Material, equipment or Facilities containing Security Classified Information)) to a third party;

- (j) Getronics is not subject to any actual or potential Conflict of Interest and, to the best of Getronics' knowledge and belief, no relevant member of its Personnel is subject to any actual or potential Conflict of Interest, and Getronics is satisfied that no actual or potential Conflict of Interest is likely to arise during the term of this contract;
- (k) Getronics has the requisite title, interests, rights, power and authority to enter into this contract and to carry out the obligations contemplated by this contract (and without limitation is duly authorised to assign or grant any licence in respect of, or otherwise deal with, all relevant Intellectual Property Rights as required by this contract);

- (l) Getronics is registered for GST, has notified ACCC of its correct Australian Business Number and is not aware of any fact or circumstance that might result in its registration for GST being cancelled or suspended;
- (m) Getronics' signing, delivery and performance of this contract will not constitute a violation of any judgment, order or decree, a material default under any material contract by which it or any of its assets are bound, or an event that would, with notice or lapse of time, or both, constitute such a default;
- (n) Getronics has specifically disclosed in writing to ACCC Contract Authority prior to making this representation and giving this warranty:
 - i. any litigation or proceeding whatsoever, actual or threatened, against Getronics that is material to any Item or other matter related to this contract;
 - ii. the existence of any breach or default or alleged breach or default of any agreement, order or award binding upon Getronics that is material to any Item or other matter related to this contract; and
 - iii. matters relating to the commercial, technical or financial capacity of Getronics (or of any Subcontractor proposed to be engaged in respect of this contract, where known to Getronics) that may materially inhibit or adversely affect the

ability of Getronics to fully and properly perform its obligations pursuant to this contract;

- (o) this contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration; and
- (p) neither its execution of this contract nor the carrying out by it of the transactions that this contract contemplates, does or will:
 - i. contravene any Law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - ii. contravene any Authorisation;
 - iii. contravene any undertaking or instrument binding on it or any of its property; or
 - iv. contravene its constitution.

22.2 Reliance on representations and warranties

- 22.2.1 Getronics acknowledges that ACCC has executed this contract and agreed to take part in the transactions that this contract contemplates in reliance on the representations and warranties that are made or repeated in this clause 22.
- 22.2.2 Getronics acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of ACCC in deciding to enter into this contract or to exercise any right or perform any obligation under it.

22.3 When representations and warranties are made

- 22.3.1 The representations and warranties in clause 22.1 are taken to be repeated on each date on which any Fee or Charge is due in respect of this contract, on the basis of the facts and circumstances as at that date.

23 ACKNOWLEDGEMENTS BY THE CONTRACTOR

- 23.1.1 Getronics acknowledges and agrees that:
 - (a) ACCC has relied on Getronics' skill and judgment in respect of the Solution;
 - (b) the arrangement under which Getronics offers to provide Items to ACCC under this contract is non-exclusive and without any representation or commitment of any kind that it will place any Work Order or acquire any volume of any Item other than as may be set out in any Work Order forming part of this contract; and
 - (c) without limiting the foregoing, that this is a non-exclusive contract and ACCC has the absolute right and discretion to acquire any goods or services (including goods and services identical or similar to Items that can be provided pursuant to this contract) from any other person, at any time and under any process or arrangement as ACCC in its absolute discretion thinks fit.

24 RISK MANAGEMENT

24.1 Unconditional Financial Undertaking

- 24.1.1 Where ACCC issues a Work Order to Getronics to provide Hosting of the System, the unconditional and irrevocable financial undertaking provided by Getronics as security in accordance with the ICT Support Services Contract with ACCC dated 4 June 2008 (in this clause 24.1 referred to as "the Security") shall wholly apply in respect to this contract for the period the Hosting Work Order pursuant to clause 4.4 is in operation.
- 24.1.2 No cost or expense will be incurred by ACCC in relation to the Security being extended to apply to this contract.

24.2 Insurance

- 24.2.1 Without limiting Getronics' obligations under this contract, Getronics shall, and shall ensure that any Subcontractor will, arrange and maintain with a reputable insurance company acceptable to ACCC, insurance as specified in the Contract Details for the term of this contract or, in respect of professional indemnity insurance, the term of this contract plus seven years (or such other period as may be specified).
- 24.2.2 Getronics will, in addition to insurance covered under clause 24.2.1 use its best endeavours to take out any additional policy of insurance or vary the terms of an existing policy that ACCC notifies Getronics in writing that it requires. Subject to clause 24.2.3 ACCC shall reimburse Getronics for the extra premiums required to comply with ACCC's requirements under this clause 24.2.2.
- 24.2.3 ACCC will not have to reimburse Getronics for any extra premium for additional insurance required under clause 24.2.2 if the insurance:
- (a) becomes a requirement of any other contract or arrangement or is promoted as a benefit of doing business with Getronics; or
 - (b) is reasonably necessary or prudent to cover potential risks or liabilities of Getronics that may arise during the performance of this contract or in its business generally.
- 24.2.4 Getronics shall, on request from time to time by ACCC, produce to ACCC, satisfactory evidence of such insurance.
- 24.2.5 The insurances referred to in this clause 24.2 shall, if Getronics does not already hold such a policy, be effected from the date required by ACCC and shall be maintained for the period required by ACCC.

25 FORCE MAJEURE

25.1 Force Majeure Event

- 25.1.1 If a party is affected, or likely to be affected, by a Force Majeure Event that party (the *affected party*) must promptly notify the other of that fact and all relevant details including:
- (a) full particulars of the Force Majeure Event;
 - (b) an estimate of its likely duration;
 - (c) the obligations affected by it and the extent of its effect on those obligations;
 - (d) the steps taken to rectify it; and
 - (e) subject to clause 25.1.2, the obligations under this contract of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

25.1.2 Where ACCC disputes any circumstance is a Force Majeure Event, the circumstances will not be a Force Majeure Event unless the outcome of Dispute dealt with in accordance with clause 27 deems it to be so.

25.2 Best endeavours to be used to overcome Force Majeure Event

25.2.1 A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible.

25.3 Rights of the non-affected party

25.3.1 During any period in which a party is not performing any obligation because of a claimed Force Majeure Event, all corresponding obligations of any other party are also suspended or abated (for example the other party has no liability to payment for services not actually provided) and such other parties may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing, without incurring any liability to the party claiming the Force Majeure Event. Where it is reasonable for such alternative arrangements to extend beyond the duration of the original Force Majeure Event (for example due to a minimum contract term with an alternate provider or because of transition requirements) the period of suspension of relevant obligations under this clause 25 shall continue until such alternative arrangements expire or are no longer necessary.

25.3.2 Without limiting clause 25.3.1, ACCC may also exercise its rights under clause 28.3 (Step In) where a Force Majeure Event affects Getronics.

26 EXTENSION OF TIME FOR PERFORMANCE

26.1.1 If ACCC is delayed for any reason in performing any task, or activity or providing any item, information, material approval, certification or making any decision necessary for Getronics to perform its obligations pursuant to this contract, ACCC will not unreasonably refuse a formal request by Getronics for an extension of time and costs on a time and materials basis to perform relevant obligations, providing that the request is promptly made and is substantiated by Getronics to the reasonable satisfaction of ACCC, but ACCC will not under any circumstances have any liability to Getronics consequent on the delay or be in breach of this contract by reason of such delay.

27 DISPUTE RESOLUTION

27.1 Resolution at operational level

27.1.1 If any Dispute arises, the parties must at first instance endeavour to resolve it by discussion and agreement between their relevant operational representatives.

27.2 Referral to executive management

27.2.1 A party to a Dispute may at any time by written notice to the other party request that the Dispute be referred for resolution by their respective executive management. Within 7 days of such request, each party must by written notice to the other party:

- (a) nominate a member of its executive management with authority to settle the Dispute to represent it in discussions;

- (b) ensure that its nominated executive manager is reasonably available to discuss the Dispute and nominate a range of times and venues when discussions can take place; and
- (c) provide a written summary of what it sees as the issues in Dispute and other relevant facts or information which will assist the executive managers in discussing the Dispute.

27.2.2 All nominated executive managers must make every effort to meet and otherwise progress discussions aimed at resolving the Dispute.

27.3 Mediation available at any time

27.3.1 At any time a Dispute remains unresolved, the parties agree to participate in good faith in confidential mediation of the Dispute to be administered on a without prejudice basis by a mediator appointed by the Australian Commercial Disputes Centre Limited¹ (ACDC) on the application of any party (or by such other mediator as is mutually agreed). Such mediation shall be conducted in accordance with the ACDC's mediation rules and take place in Canberra (or at such other location and/or in accordance with such rules as are mutually agreed).

27.4 Other action

27.4.1 If within 14 days of a request to refer a Dispute to executive management in accordance with clause 27.2, the nominated executive managers have not met or the Dispute otherwise remains unresolved, then subject to this clause 27, any party may commence litigation to resolve the Dispute.

27.4.2 Nothing in this contract prevents a party seeking an injunction or other interlocutory relief at any time.

27.5 Continued performance of obligations despite Dispute

27.5.1 The parties must at all times continue to perform this contract and otherwise comply with their obligations pursuant to this contract (other than in respect of any payment that is subject to Dispute) despite the existence of any Dispute.

28 REMEDIES

28.1 Rectification by Getronics

28.1.1 Without prejudice to any other right or remedy of ACCC pursuant to this contract or at Law, Getronics must at its own cost rectify any faulty Item or work or remedy any other breach of Getronics as may reasonably be required by ACCC.

28.2 Rectification by ACCC

¹ Australian Commercial Disputes Centre Limited A.C.N. 003 042 840
<http://www.acdcld.com.au/> tel : (02) 9267 1000

28.2.1 Without prejudice to any other right or remedy of ACCC pursuant to this contract or at Law, if Getronics fails to provide any Item or carry out any work in accordance with this contract, or otherwise does not comply with this contract, then ACCC may replace or supplement the Item or otherwise make good or remedy the breach of or non-compliance with this contract by Getronics and may offset the reasonable cost of such action against any amount otherwise payable to Getronics or treat the amount as debt due from Getronics.

28.3 Step-in

28.3.1 This clause 28.3 shall only apply to the Hosting Option.

28.3.2 Without prejudice to any other right or remedy under this contract or at law, if any alleged default or non-performance by Getronics under this contract substantially prevents, hinders, degrades, delays or threatens any ACCC function, accountability, or operation (whether generally or the specific provision of Services) as a whole or at any location, ACCC may, at its option and on written notice to Getronics, take control (either directly or through its agents) of the relevant Service and whatever is necessary to discharge the relevant obligation.

28.3.3 Getronics must co-operate fully with and use its best endeavours to assist ACCC (and its agents) in every way possible, which, without limitation shall include making available all relevant Getronics Personnel, systems, equipment, Facilities and resources normally available to perform or support the provision of the relevant Services or the discharge of Getronics' obligations under this contract. The cost of such Getronics Personnel and resources will be reimbursed by ACCC to Getronics but may be offset against any loss or damage arising from default or non performance by Getronics.

28.3.4 ACCC is not obliged to use any of Getronics' Personnel, operations or resources when exercising its rights under this clause 28.3.

28.3.5 Getronics will not be liable for Services to the extent that they are performed by ACCC or its agents (other than Getronics Personnel) under this clause 28.3.

28.3.6 ACCC may hand back the operations it has taken control of pursuant to clause 28.3.1 at any time on 12 hours notice, providing however that the hand back must occur once any dispute regarding the alleged default or non-performance by Getronics is resolved.

28.3.7 Subject to clause 28.3.3, Getronics will not be entitled to receive any Fee or Charge for operations under the control of ACCC pursuant to this clause 28.3.

28.3.8 Subject to clause 28.3.5, nothing in this clause 28.3 limits the Getronics' liability or obligations under this contract including with respect to any default or non-performance.

28.3.9 To the extent that ACCC has any liability as a result of taking action under this clause 28.3, ACCC will only be liable to Getronics for any Losses incurred by Getronics arising directly out of the unlawful, wilfully wrongful or negligent act or omission of ACCC or any replacement service provider engaged by ACCC in taking control of the operations.

29 INDEMNITIES

29.1 General Indemnity

29.1.1 Getronics indemnifies, and must at all times defend and hold harmless the Australian Government, ACCC and its Personnel from any and all Claims and Liability arising out of, or in connection with any of the following:

- (a) any breach of any of Getronics' obligations in clause 18 (Security); clause 20 (Confidentiality), and clause 19 (Protection of Personal Information);

- (b) any allegation that any Item (including ACCC's use or rights in respect of any Item) or any act of Getronics in relation to this contract infringes in Australia any Intellectual Property Right or other right of any person;
 - (c) any negligent act or omission by Getronics or any of Getronics' Personnel;
 - (d) any failure to comply with or breach of any Law, or
 - (e) any wilfully wrong act or omission, by Getronics or any of Getronics' Personnel.
- 29.1.2 For the purposes of clause 29.1.1(b), an infringement of Intellectual Property Rights includes unauthorised acts which would constitute an infringement but for the operation of:
- (a) the *Copyright Act 1968* (Cth) s.183;
 - (b) the *Patents Act 1990* (Cth) s.163;
 - (c) the *Designs Act 2003* (Cth) s.96; or
 - (d) the *Circuits Layout Act 1989* (Cth) s.25.
- 29.1.3 It is not necessary for ACCC to incur expense or make payment before enforcing a right of indemnity conferred by this contract.

29.2 Continued Use or Replacement of Infringing Material

- 29.2.1 If a Claim of infringement of Intellectual Property Rights is made or threatened by a person, Getronics must if requested by ACCC to do so, use its best efforts and at Getronics' expense, to either:
- (a) obtain for ACCC and / or itself all necessary rights necessary to remove the Claim; or
 - (b) replace or modify the relevant Item so that the alleged infringement ceases so long as the Item continues to fully comply with its Specifications and all other relevant obligations of this contract.

29.3 Conduct of settlement negotiations and defence of Claims

- 29.3.1 Where ACCC wishes to enforce an indemnity under this contract, ACCC shall:

- (a) notify Getronics in writing as soon as practicable; and
 - (b) subject to the provisions of this clause 29.3, shall reasonably permit and assist Getronics, at Getronics' expense, to handle all negotiations or settlement and, as permitted by Law, to control and direct any litigation that may follow.
- 29.3.2 In defending ACCC or otherwise dealing with any Claim in accordance with clause 29.3.1(b), Getronics shall comply with the following provisions of the Commonwealth Attorney-General's Legal Services Directions issued under section 55ZF of the Judiciary Act 1903 (Cwth) (the *Legal Services Directions*) as if Getronics were ACCC:
- (a) paragraph 4.2 and Appendix B - which provide that claims are to be handled and litigation is to be conducted as a model litigant;
 - (b) paragraph 4.3 - which provides that claims and litigation are to be conducted in accordance with legal principle and practice (as that expression is amplified in paragraph 2 of Appendix C to the Legal Services Directions);
 - (c) paragraph 8 - which requires reliance on statutory limitation periods unless approval otherwise is given.
- 29.3.3 Getronics shall:
- (a) keep ACCC informed of any significant developments relating to the conduct of negotiations and the defence of any Claim;

- (b) consult with ACCC immediately in circumstances where the requirements stated in the Legal Services Directions, paragraph 2 (Tied work) or paragraph 10 (Sharing of advice within Government) arise; and
 - (c) provide to ACCC, information and documentation reasonably requested by ACCC, to enable ACCC to ascertain whether the defence by Getronics of any Claim or any negotiation or other relevant matter is being conducted in accordance with the provisions of the Legal Services Directions and ACCC's best interests.
- 29.3.4 The information and documentation that Getronics is obliged under clause 29.3.3 to provide to ACCC includes information and documentation covered by legal professional privilege or any other confidentiality obligation.

29.4 Additional rights of ACCC

- 29.4.1 In the event of the failure of Getronics to comply with this clause 29, ACCC shall, without prejudice to any other right of action or remedy which ACCC may have, have the right to suspend any payment due under this contract until such Claim has been resolved.

30 LIABILITY

- 30.1.1 The liability of a party for breach of this contract, or in tort (including negligence), or for any other common law or statutory cause of action arising out of the operation of this contract, will be determined under the relevant law of this contract.
- 30.1.2 Subject to clause 30.1.3 the liability of each party to the other arising pursuant to clause 30.1.1 above is limited to three (3) times the Total Contract Value in aggregate.
- 30.1.3 The limitation in clause 30.1.2 does not apply in relation to any liability for:
- (a) personal injury, including sickness or death;
 - (b) loss of, or damage to, tangible property;
 - (c) infringement of Intellectual Property Rights;
 - (d) a breach of any obligation relating to confidentiality, security, protection of personal information or privacy;
 - (e) any indemnity; or
 - (f) unlawful or illegal acts or conduct.

31 TERMINATION

31.1 Termination for Getronics Default

- 31.1.1 ACCC may terminate the whole or any part of this contract immediately by notice if:
- (a) Getronics fails to comply with any of its obligations under this contract (other than a failure referred to elsewhere in this clause 31.1.1) and:
 - i. ACCC considers that the failure cannot be remedied; or
 - ii. ACCC considers that the failure can be remedied, and the failure is not remedied within 10 Business Days of the day that ACCC gives notice to Getronics that the failure must be remedied; or
 - (b) a non-compliance with an obligation under this contract reoccurs (which for the purposes of this clause 31.1.1(b) shall include the occurrence of a related or similar

non-compliance) within 40 Business Days of it having been originally remedied in accordance with a notice given under 31.1.1(a)ii;

- (c) any representation, warranty or statement made by, or repeated by, Getronics, in or in connection with this contract is untrue or misleading (whether by omission or otherwise) in any material respect when so made or repeated;
- (d) an Insolvency Event occurs in respect of Getronics or any of its subsidiaries;
- (e) Getronics is in default under any agreement with ACCC or the Australian Government, or ACCC or the Australian Government terminates any agreement with Getronics for default;
- (f) Getronics ceases to carry on any business or suspends the carrying on of any business material to its obligations under this contract;
- (g) Getronics ceases for any reason to be able lawfully to carry out all the transactions which this document contemplates may be carried out by it;
- (h) if all or any material provision of this document is or becomes void, voidable, illegal or unenforceable or of limited force (other than because of equitable principles or laws affecting creditors' rights generally), or ACCC reasonably claims this to be the case;
- (i) Getronics substantially changes the nature of its business from what it was as at the date of this contract;
- (j) if any matter relating to Getronics or any of its subsidiaries becomes subject to an investigation under any law relating to companies; or
- (k) any Change of Control occurs in Getronics or ACCC reasonably claims this to be the case.

31.2 Termination for convenience

- 31.2.1 In addition to any other rights it has under this contract, ACCC may at any time on 30 days prior written notice and in its absolute discretion terminate the whole or any part of this contract by written notice (i.e. for convenience).
- 31.2.2 Getronics acknowledges and agrees that it must take all reasonable action to arrange its affairs to ensure that its involvement in this contract and all matters supporting it can be terminated, cancelled, unwound or discontinued at minimal cost, expense or damage should ACCC exercise its rights under clause 31.2.1 and will immediately comply with any directions given in the notice by ACCC. Without limiting the foregoing, Getronics must in each order, contract, or Subcontract to the value or potential Liability exposure of \$5,000 or more include a right for Getronics to terminate it for convenience on terms no less favourable than as between ACCC and Getronics in these clauses 31.2.1 to 31.2.4.
- 31.2.3 Getronics must do everything possible to mitigate any loss arising out of or otherwise connected with the termination of all or any part of this contract.
- 31.2.4 Subject to Getronics fully complying with its obligations under clauses 31.2.2 and 31.2.3, ACCC will pay to Getronics all reasonable costs and expenses necessarily incurred by Getronics directly as a result of any termination by ACCC in accordance with clause 31.2.1, providing that:
 - (a) no amount shall be payable in respect of any claim for loss of profit by Getronics; and
 - (b) the total amount payable by ACCC cannot in any event exceed the amount that would have been payable by ACCC during the expected remaining term of this contract had it not been terminated.
- 31.2.5 For the avoidance of doubt, in respect of this clause 31 the reasonable costs and expenses necessarily incurred by Getronics directly as a result of any termination do not include:

- (a) any unamortised set-up costs of any kind; or
- (b) any amount calculated on the basis of Getronics being entitled to repayment of any discount or reduced Fee or Charge provided to ACCC on the basis of:
 - i. any volume of any Item being provided; or
 - ii. any Item being provided for the whole or any part of any expected term of this contract; or
 - iii. this contract being in effect over a certain period or otherwise;

except to the extent specifically agreed and quantified in a relevant schedule to this contract or relevant the Work Order.

- 31.2.6 Where a partial termination of this contract (i.e. a reduction in scope) has occurred pursuant to this clause 31 and any Fees or Charges relate to matters that include terminated Items as well as continuing Items, those Fees and Charges will abate in accordance with reduction in scope.
- 31.2.7 If a purported termination for cause by ACCC under this clause 31 is determined to be invalid or wrongful by a competent authority, then such termination by ACCC will be deemed to be a termination for convenience under this clause 31.2 and any liabilities ACCC may have to Getronics for wrongful termination or repudiation will be limited to the amount calculated in accordance with clause 31.2.4.
- 31.2.8 The amount payable by ACCC to Getronics pursuant to 31.2.4 is the maximum amount payable by ACCC to Getronics in respect of any matter arising out of or directly or indirectly related to the termination or deemed termination of this contract pursuant to this clause 31.2, no matter how arising.

31.3 Termination for Force Majeure

- 31.3.1 If a Force Majeure Event continues for more than 7 days and is continuing, the non-affected party may terminate all or any relevant part of this contract by written notice to the other party.

31.4 Termination for ACCC's Default

- 31.4.1 Getronics may terminate this contract immediately by notice if ACCC fails to comply with any of its obligations in respect of this contract and the failure is not remedied within 25 Business Days after Getronics notifies ACCC to do so or ACCC has not tendered reasonable compensation in respect of its failure to Getronics within that period.

31.5 Accrued rights

- 31.5.1 Termination of the whole or any part of this contract shall not prejudice any right or liability that accrued to a party prior to the date of such termination.
- 31.5.2 If ACCC terminates only part of this contract, Getronics shall continue to perform the remainder of this contract and, subject to any alterations occurring as a result of such termination, ACCC and Getronics shall be subject to the same rights and obligations as existed prior to such partial termination.
- 31.5.3 Without prejudice to any other right or remedy of ACCC pursuant to this contract or at Law, any damages, costs and expenses recoverable by ACCC from Getronics in consequence of Getronics' breach of this contract or otherwise payable by Getronics in respect of this contract may be deducted from money due to Getronics under this contract and if that money is insufficient for that purpose, the balance remaining unpaid shall be a debt due by Getronics to ACCC and may be:

- (a) set off against any other money not in dispute due to Getronics by ACCC under this or any other contract between ACCC and Getronics; or
- (b) recovered from Getronics by ACCC in any Court of competent jurisdiction.

32 DISENGAGEMENT

32.1 Effective conduct of Disengagement.

- 32.1.1 If required by the ACCC and on a time and material's basis, Getronics must fully and effectively conduct and perform Disengagement in accordance with the Disengagement Plan and provide such additional Disengagement Services as ACCC may reasonably require during the Disengagement Period.
- 32.1.2 Without limiting any other obligation of Getronics, and except to the extent explicitly agreed to the contrary by ACCC in writing, Getronics must ensure that:
 - (a) all Equipment, Software, Facilities, data, information, and assets of any kind that are reasonably necessary the provision, performance, management and support of the Hosting Services, or are otherwise relevant to ensuring the provision of Ongoing Services to ACCC in a seamless manner and at least at the same service levels as under this contract, have been explicitly identified as such to ACCC in writing, and that either:
 - i. they are owned and controlled by ACCC; or
 - ii. ACCC is, and will at all times will be, in a position to acquire from Getronics all relevant items not covered by 32.1.2(a) above, for a known cost and within the timeframe necessary to ensure the provision of Ongoing Services to ACCC in a seamless manner and at least at the same service levels as under this contract, should all or any part of the Hosting Service or this contract as a whole be suspended or terminated for any reason;
 - (b) all knowledge and information relevant to the provision, performance, management and support of the Services and all obligations of Getronics under this contract, or that are otherwise relevant to ensuring the provision of Ongoing Services to ACCC in a seamless manner, is effectively captured in the Key Project Documents (or other assets agreed in writing by ACCC) and are available at all times to ACCC in an efficient, effective and easy to understand format;
 - (c) Getronics at all times takes all reasonable action to arrange its affairs to ensure that they fully support and are directed to effect rapid, full and effective Disengagement in the ACCC's best interests, which, without limiting the foregoing will include:
 - i. ensuring any Subcontract, to the extent relevant to this contract, can, and if requested by ACCC, will, be novated or assigned to ACCC so as to support Ongoing Services; and
 - ii. ensuring that no obstacle or impediment is in place or occurs that might prevent or hinder Getronics Personnel from taking up any opportunity with the ACCC or an Incoming Service Provider, should they wish to do so.
- 32.1.3 If despite the best efforts of Getronics an item within the scope of clause 32.1.2(a)ii is not obtainable within the required timeframe due to reasons beyond its reasonable control, Getronics must at its own cost arrange for an interim solution or workaround acceptable to ACCC.
- 32.1.4 Getronics acknowledges and agrees that it is a fundamental term of this contract that Getronics must ensure it has fully and effectively completed all work and tasks and other obligations under the Disengagement Plan and in respect to requested additional

Disengagement Services and otherwise in respect to this contract, such that to the best of its ability, and to the extent that it is within its control, any Incoming Service Provider will be able to fully and effectively commence the provision of relevant Ongoing Services as and from the Disengagement Date.

32.2 Payment for Disengagement Services

32.2.1 Subject to clause 32.2.2, ACCC will pay Getronics:

- (a) the Disengagement Service Fee for all work, tasks and other activities within the scope of the Disengagement Plan; and
- (b) for additional Disengagement Services that are requested by ACCC and are outside the scope of the Disengagement Plan, in accordance with a Work Order put in place in respect to those Services.

32.2.2 Where Disengagement is consequent upon termination of this contract pursuant to clause 31.1 (Termination for Default) ACCC may offset any loss or damage arising from the relevant default or non-performance by Getronics against the Disengagement Service Fee and any Fees or Charges for Additional Disengagement Services.

32.2.3 To the extent that Disengagement of any Service is phased or otherwise does not totally occur at single point in time, the Fees and Charges applicable to ICT Support Services will abate and be fairly adjusted to reflect the removal of each Service (or part of a Service) as and from its Disengagement Date.

33 DUE DILIGENCE

33.1 Not used

33.2 Verification of information received from ACCC

33.2.1 ~~Getronics acknowledges that, except as specifically agreed to the contrary by ACCC in writing or to the extent required by Law, ACCC does not make any representation or give any warranty that any information or Material that it provides to Getronics in relation to this contract is complete, comprehensive, accurate, up to date, or does not contain any errors or is fit for any purpose or is of merchantable quality or has been provided by the exercise of due skill or care. The use of such information or material is at Getronics' sole risk.~~

34 ACCOUNTABILITY

34.1 Endorsement, approval and inspections

34.1.1 The giving of any endorsement, certification, approval, permission, recommendation or comment by ACCC, or any inspection, review, audit or investigation by ACCC does not in any way affect or reduce Getronics' obligations or liabilities under this contract or at Law or in any way waive, estop or diminish the rights of ACCC under this contract or at Law.

34.2 Accountability for management decisions

- 34.2.1 Getronics is accountable for its own management decisions and must not seek to involve ACCC in decisions or matters that are rightly in its control (for example, by asking ACCC to approve, sign off or suggest courses of action).

35 SUPPORT OF ACCC'S ONGOING REQUIREMENTS

- 35.1.1 Getronics acknowledges and agrees that a fundamental objective of ACCC in entering into this contract is to ensure that the arrangement will at all times reasonably accommodate ACCC's business requirements as they develop or change throughout the term of this contract and accordingly Getronics agrees to vary this contract as ACCC reasonably requests at any time, so as to fully and properly reflect and support ACCC's ongoing requirements.

36 CHANGES TO GOVERNMENT POLICY AND ADMINISTRATION

- 36.1.1 Getronics acknowledges and agrees that a fundamental objective of ACCC in entering into this contract is to ensure that the arrangement will at all times:

- (a) comply with all applicable Australian Government policy; and
- (b) be readily adaptable to ensure the Australian Government will receive the full benefit of the arrangement in circumstances where functions, operations, or accountabilities of ACCC as at the date of this contract are transferred in whole or in part to other Australian Government departments, agencies or legal entities or where the Australian Government considers it desirable for relevant Australian Government departments, agencies or legal entities to coordinate, cooperate, share or leverage arrangements or operations of any kind;

and accordingly Getronics agrees to vary, split, replicate or novate this contract (and any associated licence) or take such other action as ACCC requests at any time, so as to fully and properly reflect and support ACCC's and the Australian Government's ongoing requirements including as outlined above. Changes will be implemented via clause 37.2 to ensure that all necessary costs and expenses incurred as a result of the implementation of the change will be recovered by Getronics.

37 CHANGE ORDERS AND VARIATION

37.1 Change Orders

- 37.1.1 The details of any Work Order may be changed by the parties' Representatives executing a written Change Order, providing that a Change Order cannot vary or add to the provisions of this contract.

37.2 Variations to be in writing

- 37.2.1 No variation to this contract will be effective unless it is in writing and signed by the parties.
- 37.2.2 In respect of ACCC any variation must be signed (or approved in writing for execution) by ACCC Contract Authority.

38 MISCELLANEOUS

38.1 Notices

- 38.1.1 A notice under this contract must be in writing and, unless otherwise provided in this contract, be addressed to the address of the other party specified at the Contract Details as the address for notices (or as may be altered by notice given in accordance with this clause 38.1), and left at or sent by prepaid post to that address.
- 38.1.2 A notice given in accordance with this clause 38.1 is deemed to be received if left at the recipient's address, on the date of delivery, and if sent by prepaid post within Australia, 7 days after the date of posting.

38.2 Other Provisions

- 38.2.1 Getronics may not make any public statement about this contract unless it has obtained ACCC's prior written consent. ACCC will not withhold its consent if and to the extent that Getronics is required to make the public statement by Law or to a stock exchange under its listing requirements.
- 38.2.2 The parties agree to bear their own legal and other costs and expenses of, and incidental to, the preparation, execution and completion of this contract and of any related documentation.
- 38.2.3 Nothing in this contract or any circumstances associated with it or its performance give rise to any relationship of joint venture, partnership or employer and employee between ACCC and Getronics or between ACCC and any Getronics Personnel or any Approved Subcontractor.
- 38.2.4 Getronics must not, without ACCC's prior written consent, give or purport to give any Security Interest in any of its rights to receive payment from ACCC under this contract.
- 38.2.5 The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this contract.
- 38.2.6 If a party has a right arising from the other party's failure to comply with an obligation under this contract and delays in exercising or does not exercise that right (in whole or in part), that delay in exercising or failure to exercise is not a waiver of that right or any other right.
- 38.2.7 Any waiver of any provision of or right under this contract must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- 38.2.8 ACCC may assign its rights or transfer its obligations under this contract without Getronics' prior consent.
- 38.2.9 Getronics may not assign its rights or transfer its obligations under this contract unless it obtains ACCC's prior written consent.
- 38.2.10 This contract may be executed in several counterparts, all of which taken together will constitute one single contract between the parties.
- 38.2.11 Unless the contrary intention appears, completion of performance or the expiration or termination of this contract shall not affect the continued operation of any provision relating to:
 - (a) ownership or licensing of Intellectual Property;
 - (b) security;
 - (c) Confidential Information;
 - (d) the protection of Personal Information;

- (e) a representation, warranty or an indemnity by Getronics;
- (f) a guarantee, financial undertaking or other security in respect of any matter related to the performance or liability of Getronics or risk exposure of ACCC to Getronics related to this contract;
- (g) insurance; or
- (h) the conduct of audits;

or any other provision which expressly or by implication from its nature is intended to survive completion of performance or the expiration or termination of this contract.

38.2.12 A right, power, remedy, entitlement or privilege given or granted to a party under this contract is cumulative with, without prejudice to and not exclusive of any other right, power, remedy, entitlement or privilege granted or given under this contract or by Law.

38.2.13 No rule of construction will apply in the interpretation of this contract to the disadvantage of one party on the basis that such party put forward or drafted this contract or any provision of this contract.

EXECUTED as a contract by the parties on the date first recorded above.

Signed for and on behalf
of
the Commonwealth of
Australia, as represented
by the Australian
Competition and
Consumer Commission
by its duly authorised
officer

*Signature of ACCC's
authorised officer*

*name and title of
authorised officer*

in the presence of:

Signature of witness

*Full name of
witness*

Signed for and on behalf
of
Getronics Australia Pty
Limited A.C.N. 001 002
731 A.B.N. 69 001 002
731
by its duly authorised
officer

*Signature of Getronics'
authorised officer*

*name and title of
authorised officer*

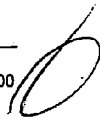
in the presence of:

Signature of witness

*Full name of
witness*

Schedule 1

Contract Details



Contract Details

ACCC Contract Number	
ACCC Project Manager	<p><i>Title:</i> Director Prices Oversight and Monitoring</p> <p><i>(Currently:</i> Anthony Wing)</p> <p><i>Physical Address:</i> Level 35, The Tower 360 Elizabeth Street Melbourne Central Melbourne VIC 3000</p> <p><i>Postal Address:</i> GPO Box 520, Melbourne, VIC 3001</p> <p><i>Fax number:</i> (03) 9663 3699</p> <p><i>Email:</i> anthony.wing@acc.gov.au</p>
ACCC Contract Authority	<p><i>Title:</i> Chief Finance Officer</p> <p><i>(Currently:</i> Adrian Brocklehurst)</p> <p><i>Physical Address:</i> 23 Marcus Clarke St, Canberra, ACT</p> <p><i>Postal Address:</i> GPO Box 3131, Canberra, ACT 2601</p> <p><i>Fax number:</i> (02) 6243 1199</p> <p><i>Email:</i> adrian.brocklehurst@acc.gov.au</p>
ACCC Address for Notices	<p><i>Physical Address:</i> 23 Marcus Clarke St, Canberra, ACT</p> <p><i>Postal Address:</i> GPO Box 3131, Canberra, ACT 2601</p> <p><i>Fax number:</i> (02) 6243 1199</p>
ACCC Address for Invoices	<p>ACCC Grocery Choice Project</p> <p>ACCC</p> <p>GPO Box 3131, Canberra, ACT 2601</p>

Getronics Representative	<p><i>Name:</i> [REDACTED]</p> <p><i>Title:</i> [REDACTED]</p> <p><i>Physical Address:</i> Brindabella Business Park, 18 Brindabella Circuit, Canberra International Airport. ACT 2609</p> <p><i>Postal Address:</i> Brindabella Business Park, 18 Brindabella Circuit, Canberra International Airport. ACT 2609</p> <p><i>Fax number:</i> [REDACTED]</p> <p><i>Email:</i> [REDACTED]</p>
Getronics Address for Notices	<p><i>Physical Address:</i> Brindabella Business Park, 18 Brindabella Circuit, Canberra International Airport. ACT 2609</p> <p><i>Postal Address:</i> Brindabella Business Park, 18 Brindabella Circuit, Canberra International Airport. ACT 2609</p> <p><i>Fax number:</i> (02) 6229 5190</p>
Getronics Bank Account	<p><i>Account Name:</i> Getronics Australia Pty Limited</p> <p><i>Account Number:</i> 126873</p> <p><i>BSB:</i> 032123</p> <p><i>Bank:</i> Westpac</p>
	<p><i>Branch Name / Address:</i> Frenchs Forest</p> <p><i>Getronics email address for receipt of electronic remittance confirmations:</i> credit.department@getronics.com</p>
Specified Personnel	As described in Part 2 of Schedule 2.

ACCC responsibility and Development Location

ACCC is to provide from the dates specified in the Statement of Work the following:

- Facilities in Canberra if required for on site visit work
- Approval to use Getronics / UXC laptops using NextG wireless cards on-site

- Reasonable access to ACCC telephones with STD access
- Access to ACCC Video Conferencing facilities on booked basis so that the Hobart Getronics team can use the Hobart ACCC office video conferencing facility as required to discuss issues with the Canberra office.
- Reasonable access to Project Officers, Project Manager, Project Director involved in the Grocery Price Monitoring Website
- No more than 30 Business Day turnaround for business unit decisions / approvals related to this contract.
- An agreed approach to escalation to ensure that ACCC provide approvals as per the project plan to enable the developers/technical staff to deliver the product within ACCC's required timeframe.
- ACCC approved travel and accommodation (either to be billed or arranged by ACCC) if required between Hobart and Canberra at the Non-SES Travel and Accommodation rates

<p>Subcontractors</p> <p>Pre-Approved Subcontractors</p>	<p>UXC Limited (ACN 067 682 928; ABN 65 067 682 928) - Applications Development</p> <p>Cybertrust Australia Pty Limited (ACN 073 665 175; ABN 74 073 665 175) - Hosting.</p>
<p>Key Subcontractors</p>	<p>Not Applicable</p>
<p>Special Security Arrangements</p> <p>Additional Security Requirements</p> <p>Security Training Requirements</p>	<p>Not Applicable</p> <p>Not Applicable</p>

Insurance Requirements	<i>Public Liability:</i> \$10 million per event <i>Professional Indemnity:</i> \$10 million per event <i>Product Liability:</i> \$5 million per event <i>Worker's Compensation:</i> As required by Law <i>Other / additional insurance:</i> As required by Law
Unconditional Financial Undertaking Requirements	As per the contract clause 24.1.

Confidential Information	ACCC Confidential Information	Period of Confidentiality	
	ACCC Data	Indefinitely	
	ACCC Personal Information	Indefinitely	
	Security Classified Information	Indefinitely	
	Getronics Confidential Information	Period of Confidentiality	
	Resources rates	3 years	
	Personal Information about Getronics' Personnel	Indefinitely	
	Getronics internal network diagrams, security details, access details and other similar confidential material relating to Getronics internal operation that is necessary for Getronics to provide to enable ACCC to access Getronics Personnel or its internal systems.	3 years	
	Termination for Convenience	Getronics acknowledges and agrees that no amount is payable by ACCC in the event of termination for convenience other than fees and charges for services contracted to be performed up until the date of termination (which must be no less than 30 days from the date of notice of the termination for convenience).	

1.1.1

Schedule 2

PRICE SCHEDULE



PRICE SCHEDULE

Part 1 – Initial Target Costs

Development Target Costs

The Target Costs for the Development of the System are those referred to as 'Planned Cost' in the table below, except where the costs referred to as 'Actual Cost' exceeds the Planned Cost, in which case the Target Cost is the 'Actual Cost'.

Role	Daily Rate	Baseline days	Baseline Cost	W/E 01/06/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	4	\$6,493.56	4	\$6,493.56	3.5	\$5,681.87
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5.6	\$7,692.10
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5.6	\$6,419.62
Developer 2	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Developer 3	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Tester	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	0.5	\$940.58
Lead Infrastructure Consultant	\$ 1,340.41		\$0.00		\$0.00	0.5	\$670.21
Graphic Design	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Total		15	\$20,974.47	15	\$20,974.47	15.7	\$21,404.37

Role	Daily Rate	Baseline days	Baseline Cost	W/E 08/06/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	3	\$4,870.17	3	\$4,870.17	4	\$6,493.56
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5.25	\$7,211.35
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 2	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Developer 3	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Tester	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41	4	\$5,361.64	4	\$5,361.64	4	\$5,361.64
Graphic Design	\$ 1,146.36	18	\$0.00	18	\$0.00	2.5	\$2,865.90
Total			\$24,712.7	18	\$24,712.7	21.75	\$29,545.4

Role	Daily Rate	Baseline days	Baseline Cost	W/E 15/06/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	2	\$3,246.78	4	\$6,493.56
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	4	\$5,494.36
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4	\$4,585.44
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4	\$4,585.44
Developer 3	\$ 1,146.36		\$0.00		\$0.00	0	\$0.00
Tester	\$ 1,146.36		\$0.00		\$0.00	2	\$2,292.72
Test Manager	\$ 1,373.59	0	\$0.00	0	\$0.00	1	\$1,373.59
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41	4	\$5,361.64	4	\$5,361.64	4.5	\$6,031.85
Graphic Design	\$ 1,146.36	22	\$0.00	22	\$0.00	2.5	\$2,865.90
Total			\$28,821.1	22	\$28,821.1	27	\$35,604.0

Role	Daily Rate	Baseline days	Baseline Cost	W/E 22/06/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	2	\$3,246.78	3	\$4,870.17
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5	\$6,867.95
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4	\$4,585.44
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4	\$4,585.44
Developer 3	\$ 1,146.36	3	\$3,439.08	3	\$3,439.08	2.5	\$2,865.90
Tester	\$ 1,373.59	0	\$0.00	0	\$0.00	2	\$2,747.18
Test Manager	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Architectural Advice & Review	\$ 1,340.41		\$0.00		\$0.00	1.5	\$2,010.62
Lead Infrastructure Consultant	\$ 1,146.36	3	\$3,439.08	3	\$3,439.08	2	\$2,292.72
Graphic Design	Total	24	\$30,337.65	24	\$30,337.65	25	\$32,706.58

Role	Daily Rate	Baseline days	Baseline Cost	W/E 29/06/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	2	\$3,246.78	2	\$3,246.78
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5	\$6,867.95
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 3	\$ 1,146.36	3	\$3,439.08	3	\$3,439.08	5	\$5,731.80
Tester	\$ 1,373.59	1	\$1,881.16	1	\$1,881.16	0.5	\$686.80
Test Manager	\$ 1,881.16		\$0.00		\$0.00	1	\$1,881.16
Architectural Advice & Review	\$ 1,340.41		\$0.00		\$0.00		\$0.00
Lead Infrastructure Consultant	\$ 1,146.36	3	\$3,439.08	3	\$3,439.08	4	\$4,585.44
Graphic Design	Total	24	\$30,337.65	24	\$30,337.65	27.5	\$34,463.53



Role	Daily Rate	Baseline days	Baseline Cost	W/E 06/07/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	2	\$3,246.78	2	\$3,246.78
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5	\$6,867.95
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 3	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Tester	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Test Manager	\$ 1,373.59	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41		\$0.00		\$0.00		\$0.00
Graphic Design	\$ 1,146.36	3	\$0.00	3	\$3,439.08	1	\$1,146.36
Total		23	\$29,191.29	26	\$32,630.37	24	\$30,337.65

Role	Daily Rate	Baseline days	Baseline Cost	W/E 13/07/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	3	\$4,870.17	3	\$4,870.17
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	4	\$5,494.36
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4	\$4,585.44
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 3	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Tester	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Test Manager	\$ 1,373.59	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41		\$0.00		\$0.00		\$0.00
Graphic Design	\$ 1,146.36	2	\$0.00	2	\$2,292.72	2	\$2,292.72
Total		23	\$29,191.29	26	\$33,107.47	24	\$30,587.45



Role	Daily Rate	Baseline days	Baseline Cost	W/E 20/07/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	2	\$3,246.78	2.25	\$3,652.63
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5	\$6,867.95
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4.5	\$5,158.62
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4.5	\$5,158.62
Developer 3	\$ 1,146.36		\$0.00		\$0.00		\$0.00
Tester	\$ 1,146.36		\$0.00	2.5	\$2,865.90	2.5	\$2,865.90
Test Manager	\$ 1,373.59		\$0.00		\$0.00		\$0.00
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41	5	\$6,702.05	3	\$4,021.23		\$0.00
Graphic Design	\$ 1,146.36	23	\$0.00		\$0.00	1	\$1,146.36
Total			\$30,161.54	23.5	\$30,346.62	20.75	\$26,731.24

Role	Daily Rate	Baseline days	Baseline Cost	W/E 27/07/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
Project Manager	\$ 1,623.39	2	\$3,246.78	2	\$3,246.78	2.5	\$4,058.48
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5	\$6,867.95
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 2	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	4.7	\$5,387.89
Developer 3	\$ 1,146.36		\$0.00		\$0.00		\$0.00
Tester	\$ 1,146.36		\$0.00	2.5	\$2,865.90	2.5	\$2,865.90
Test Manager	\$ 1,373.59		\$0.00		\$0.00		\$0.00
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41	5	\$6,702.05	1	\$1,340.41		\$0.00
Graphic Design	\$ 1,146.36		\$0.00	1	\$1,146.36	1	\$1,146.36

Role	Daily Rate	Baseline days	Baseline Cost	Planned Days	Planned Cost	Actual Days	Actual Cost
Total		23	\$30,161.54	22.5	\$28,812.16	21.7	\$27,939.54
		W/E 03/08/08					
Project Manager	\$ 1,623.39	3	\$4,870.17	3	\$4,870.17	3.3	\$5,357.19
Senior Developer	\$ 1,373.59	5	\$6,867.95	5	\$6,867.95	5	\$6,867.95
Developer 1	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	5	\$5,731.80
Developer 2	\$ 1,146.36		\$0.00		\$0.00	5	\$5,731.80
Developer 3	\$ 1,146.36		\$0.00		\$0.00		\$0.00
Tester	\$ 1,146.36		\$0.00	5	\$5,731.80	1	\$1,146.36
Test Manager	\$ 1,373.59		\$0.00		\$0.00		\$0.00
Architectural Advice & Review	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1	\$1,881.16
Lead Infrastructure Consultant	\$ 1,340.41	2	\$2,680.82	1	\$1,340.41		\$0.00
Graphic Design	\$ 1,146.36		\$0.00		\$0.00	0.5	\$573.18
Total		16	\$22,031.90	20	\$26,423.29	20.8	\$27,289.44

IMPLEMENTATION TARGET COSTS

THE TARGET COSTS FOR THE IMPLEMENTATION OF THE SYSTEM ARE THOSE REFERRED TO AS 'PLANNED COST' IN THE TABLE BELOW, EXCEPT WHERE THE COSTS REFERRED TO AS 'ACTUAL COST' EXCEEDS THE PLANNED COST, IN WHICH CASE THE TARGET COST IS THE 'ACTUAL COST'.

ROLE	Daily Rate	Baseline days	Baseline Cost	Planned Days	Planned Cost	Actual Days	Actual Cost
SENIOR PROJECT MANAGER	\$ 1,623.39	1	\$1,623.39	1	\$1,623.39		\$0.00
SOLUTION ARCHITECT	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16		\$0.00
SYSTEMS MANAGEMENT CONSULTANT	\$ 1,881.16		\$0.00		\$0.00		\$0.00
LEAD TECHNICAL CONSULTANT	\$ 1,340.41	7	\$9,382.87	7	\$9,382.87	4	\$5,361.64
SYSTEMS ENGINEER	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80		\$0.00
COMMUNICATIONS CONSULTANT	\$ 1,601.95		\$0.00		\$0.00		\$0.00
LEAD CONSULTANT (STORAGE)	\$ 1,340.41		\$0.00		\$0.00		\$0.00
Total		14	\$18,619.22	14	\$18,619.22	4	\$5,361.64

W/E 06/07/08

ROLE	Daily Rate	Baseline days	Baseline Cost	W/E 13/07/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
SENIOR PROJECT MANAGER	\$ 1,623.39	1	\$1,623.39	1	\$1,623.39	1	\$1,623.39
SOLUTION ARCHITECT SYSTEMS MANAGEMENT CONSULTANT	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	0.5	\$940.58
LEAD TECHNICAL CONSULTANT	\$ 1,340.41	7	\$9,382.87	7	\$9,382.87	5	\$6,702.05
SYSTEMS ENGINEER	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80		\$0.00
COMMUNICATIONS CONSULTANT	\$ 1,601.95	4	\$6,407.80	4	\$6,407.80		\$0.00
LEAD CONSULTANT (STORAGE)	\$ 1,340.41		\$0.00		\$0.00		\$0.00
Total		18	\$25,027.0₂	18	\$25,027.0₂	6.5	\$9,266.02

ROLE	Daily Rate	Baseline days	Baseline Cost	W/E 20/07/08		Actual Days	Actual Cost
				Planned Days	Planned Cost		
SENIOR PROJECT MANAGER	\$ 1,623.39	1	\$1,623.39	1	\$1,623.39	1	\$1,623.39
SOLUTION ARCHITECT SYSTEMS MANAGEMENT CONSULTANT	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	0.5	\$940.58
LEAD TECHNICAL CONSULTANT	\$ 1,340.41	7	\$9,382.87	7	\$9,382.87	6	\$8,042.46
SYSTEMS ENGINEER	\$ 1,146.36	5	\$5,731.80	5	\$5,731.80	2.5	\$2,865.90



COMMUNICATIONS CONSULTANT	\$ 1,601.95	4	\$6,407.80	3	\$4,805.85	2.5	\$4,004.88
LEAD CONSULTANT (STORAGE)	\$ 1,340.41	4	\$5,361.64	3	\$4,021.23	1	\$1,340.41
VERIZON ESCORT		27	\$39,794.46	23	\$33,089.78	13.5	\$18,817.62
Total							

ROLE	Daily Rate	Baseline days	Baseline Cost	Planned Days	Planned Cost	Actual Days	Actual Cost
SENIOR PROJECT MANAGER	\$ 1,623.39	1	\$1,623.39	1	\$1,623.39	1.5	\$2,435.09
SOLUTION ARCHITECT	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	2	\$3,762.32
SYSTEMS MANAGEMENT	\$ 1,881.16	5	\$9,405.80	5	\$9,405.80		\$0.00
LEAD TECHNICAL CONSULTANT	\$ 1,340.41	7	\$9,382.87	7	\$9,382.87	6	\$8,042.46
SYSTEMS ENGINEER	\$ 1,146.36	2	\$0.00		\$0.00	1.5	\$1,719.54
COMMUNICATIONS CONSULTANT	\$ 1,601.95	2	\$3,203.90	3	\$4,805.85	5	\$8,009.75
LEAD CONSULTANT (STORAGE)	\$ 1,340.41	3	\$4,021.23	4	\$5,361.64	4.5	\$6,031.85
VERIZON ESCORT	\$125/hr	19	\$29,518.35	28	\$39,023.21	TBC	TBC
Total							

ROLE	Daily Rate	Baseline days	Baseline Cost	Planned Days	Planned Cost	Actual Days	Actual Cost
SENIOR PROJECT MANAGER	\$ 1,623.39	1	\$1,623.39	2	\$3,246.78	3	\$4,870.17

ROLE	Daily Rate	Baseline days	Baseline Cost	Planned Days	Planned Cost	Actual Days	Actual Cost
SOLUTION ARCHITECT	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16	1.5	\$2,821.74
SYSTEMS MANAGEMENT CONSULTANT	\$ 1,881.16		\$0.00	2	\$3,762.32	3	\$5,643.48
LEAD TECHNICAL CONSULTANT	\$ 1,340.41	6	\$8,042.46	6	\$8,042.46	9.5	\$12,733.90
SYSTEMS ENGINEER COMMUNICATIONS CONSULTANT	\$ 1,146.36		\$0.00	2	\$3,203.90	3.5	\$5,606.83
LEAD CONSULTANT (STORAGE)	\$ 1,340.41		\$0.00	2	\$2,680.82	1.5	\$2,010.62
VERIZON ESCORT	\$125/hr	8	\$11,547.01	7	\$6,562.50	TBC	TBC
Total		8	\$11,547.01	22	\$29,379.94		

ROLE	Daily Rate	Baseline days	Baseline Cost	Planned Days	Planned Cost	Actual Days	Actual Cost
SENIOR PROJECT MANAGER	\$ 1,623.39	1	\$1,623.39	2	\$3,246.78		\$0.00
SOLUTION ARCHITECT	\$ 1,881.16	1	\$1,881.16	1	\$1,881.16		\$0.00
SYSTEMS MANAGEMENT CONSULTANT	\$ 1,881.16		\$0.00	3	\$5,643.48		\$0.00
LEAD TECHNICAL CONSULTANT	\$ 1,340.41	6	\$8,042.46	1	\$1,340.41		\$0.00
SYSTEMS ENGINEER COMMUNICATIONS CONSULTANT	\$ 1,146.36		\$0.00	1	\$0.00		\$0.00
LEAD CONSULTANT (STORAGE)	\$ 1,601.95		\$0.00	1	\$1,601.95		\$0.00
VERIZON ESCORT	\$ 1,340.41	3	\$0.00	3	\$4,021.23		\$0.00
Total		8	\$11,547.01	12	\$17,735.01	0	\$0.00

W/E 10/08/08

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PART 2 - SCHEDULED PRICES FOR TIME AND MATERIALS BASED WORK

SYSTEM DEVELOPMENT

ROLE	Name	Comments	Daily Rate (ex GST)
SENIOR PROJECT MANAGER	[REDACTED]	Initial involvement to set up process, then declining.	\$1623.39
SENIOR DEVELOPER	[REDACTED]	Available 26 th May, full time.	\$1373.59
DEVELOPER 1	[REDACTED]	Available 26 th May, full time.	\$1146.36
DEVELOPER 2	[REDACTED]	Available 9 th June, full time.	\$1146.36
DEVELOPER 3	[REDACTED]	Available if required	\$1146.36
TEST CONSULTANT	[REDACTED]		\$1146.36
ARCHITECTURAL ADVICE & REVIEW	[REDACTED]	Estimated 1 day a week	\$1881.16
ENTERPRISE Application Architect			
LEAD INFRASTRUCTURE CONSULTANT	[REDACTED]		\$1,340.41
GRAPHIC DESIGNER	[REDACTED]	Estimated 5-10 days	\$1,146.36

SYSTEM IMPLEMENTATION

ROLE	Name	Daily Rate (ex-GST)
SENIOR PROJECT MANAGER	Tracey Pike	\$1,623.39

ROLE	Name	Daily Rate (ex GST)
SOLUTION ARCHITECT	[REDACTED]	\$1,881.16
SYSTEMS MANAGEMENT CONSULTANT	[REDACTED]	\$1,881.16
LEAD TECHNICAL CONSULTANT	[REDACTED]	\$1,340.41
SYSTEMS ENGINEER	[REDACTED]	\$1,146.36
COMMUNICATIONS CONSULTANT	[REDACTED]	\$1,601.95
LEAD CONSULTANT (STORAGE)	[REDACTED]	\$1,340.41

PART 3 - SUPPORT SERVICES AND HOSTING COSTS

HOSTING OPTION	Details	Price GST exc.	GST comp.	Total Price GST inc.
MONTH 1	Month 1 charges include \$16,090 for transition and \$246,471 for Verizon hardware. Support is 24 by 7 for month 1.	\$387,906.00	\$38,790.60	\$426,696.60
MONTH 2	Support is reduced to Business hours only	\$69,191.00	\$6,919.1	\$76,110.1
MONTH 3	Support is reduced to Business hours only	\$69,191.00	\$6,919.1	\$76,110.1

NOTE:

1. ALL CHARGES FOR SUPPORT SERVICES AND HOSTING ARE INCLUSIVE OF GETRONICS' SUBCONTRACTOR'S HOSTING COSTS WHICH INCLUDE 15% FOR GETRONICS MANAGEMENT SERVICES.
2. Hosting can be terminated for convenience on not less than one month's prior written notice. No fees or charges are payable other than the hosting fees above up to the date of termination (pro rated as necessary for part months).

Addition al Verizon fees will apply as per the standard Verizon pricing schedule attached

1.3 Additional Services

Bandwidth Pricing

- Pricing is based upon a sliding scale for Volume.
- 1-10Mbit at \$ 1,000 per Mbit per month
- 11-20Mbit at \$ 950 per Mbit per month
- 20-30Mbit at \$ 900 per Mbit per month.

The charges above are based on a maximum bandwidth of 15Mb/s per month

Additional Services

If ACCC access is required post implementation the cost below is the hourly rate for Escort services for access to the Data Centre.

Escort for physical access to Data Centres \$125.00 per hour ex GST

Verizon may also charge for other resources to do work outside the scope of the hosting services agreed at their standard rates.

Hosting Extensions – Monthly Charge

Where the ACCC exercises its option to extend the Hosting, the ACCC will pay the monthly charge for Hosting as stated below but may terminate the Hosting at any time in accordance with clause 28.2 of the hosting terms and conditions as specified in the Hosting Arrangement (Schedule 7).

HOSTING OPTION	Details	Price GST exc.	GST comp.	Total Price GST inc.
MONTH	Support - Business hours only	\$69,191.00	\$6,919.1	\$76,110.1

SCHEDULE 3

ACCC PROJECT TIMETABLE

SCHEDULE 3

ACCC PROJECT TIMETABLE

ITEM / MILESTONE	EXPECTED COMPLETI ON DATE	MANDATORY DEADLINE
Go Live Date		6 August 2008



Schedule 4

STATEMENT OF WORK



STATEMENT OF WORK**Table of Contents**

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1 Introduction

1.1 Purpose of the Statement of Work

1.1.1 This statement of work (SOW) addresses the Service Provider's Grocery Price monitoring web site and Services contract scope of work.

1.1.2 The SOW is approved by the Chief Finance Officer (CFO) Australian Competition and Consumer Commission (ACCC).

1.1.3 This SOW is to be read subject to any approved changes during the development.

1.2 Related Documents

1.2.1 The following documents have been referred to during the development of the SOW:

	Title	Version
A	<i>Grocery Price Monitoring Website and Services Draft Contract</i>	1.0

Table 3 – Related Documents

1.3 Abbreviations

Serial	Abbreviation	Meaning
1	ACCC	Australian Competition and Consumer Commission
2	ACT	Australian Capital Territory
3	AEDST	Australian Eastern Daylight Savings Time
4	AEST	Australian Eastern Standard Time
5	APS	Australian Public Service
6	AS	Australian Standard
7	ACSI	Australian Communications - Electronic Security Instruction
8	CAB	Change Advisory Board
9	CCB	Configuration Control Board
10	CCP	Contract Change Proposal
11	CD ROM	Compact Disk Read Only Memory
12	CFO	Chief Finance Officer
13	CMDB	Configuration Management Database
14	CPU	Central Processing Unit
15	DBA	Database Administration
16	DMZ	Demilitarized Zone
17	DR & BC	Disaster Recovery and Business Continuity
18	DSD	Defence Signals Directorate
19	DVD	Digital Video Disc (also Digital Versatile Disc)
20	EOI	Register an Expression of Interest
21	FTE	Full Time Equivalent
22	IRR	Implementation Readiness Review

Serial	Abbreviation	Meaning
23	ICT	Information and Communications Technology
24	ISO	International Organisation for Standardisation
25	ISP	Internet Service Provider
26	ITIL	IT Infrastructure Library
27	LAN	Local Area Network
28	LDAP	Lightweight Directory Access Protocol
29	MFD	Multi-function Devices
30	MOF	Microsoft Operations Framework
31	MS	Microsoft
32	NZS	New Zealand Standard
33	OS	Operating System
34	PABX	Private Automatic Branch Exchange
35	PSM	Protective Security Manual
36	QR	Quality Review
37	RAM	Random Access memory
38	RAS	Remote Access System
39	RFT	Request for Tender
40	SES	Senior Executive Service
41	SLA	Service Level Agreement
42	SMF	Service Management Functions
43	SMS	Short Message Service
44	SOE	Standard Operating Environment
45	SOP	Standard Operating Procedures
46	SOW	Statement of Work
47	TPA	Trade Practices Act
48	TRACKIT	The Reporting and Corporate Knowledge Information Tool
49	VLAN	Virtual Local Area Network
50	VCU	Video Conferencing Unit
51	WAN	Wide Area Network

Table 4 - Abbreviations

1.4 Not used

1.5 SOW Structure

1.5.1 The SOW has the following structure:

- a. ACCC Grocery Price monitoring web site and Services Description;
- b. Grocery Price monitoring web site Requirements;
- c. Project Management, Documentation and Reporting;
- d. Systems Design;
- e. Systems Development;

- f. Systems Testing;
- g. Grocery Price monitoring web site Implementation and Hosting;
and
- h. Grocery Price monitoring web site Support and Maintenance.

2. ACCC Grocery Price Monitoring Web Site and Services Description

2.1 General

2.1.1 The system description provides much of the background and narrative information necessary to understand the ACCC's Grocery Price monitoring web site and Services. The system's description, assumptions and constraints are not to be read as specified requirements but as providing the context and clarification to the requirements listed in this Statement of Work (SOW).

2.1.2 Getronics Australia shall interpret those requirements in the SOW against the context of the system's description, assumptions and constraints, and provide additional guidance for Getronics Australia, which shall be acknowledged in the system's design.

2.2 ACCC's Grocery Price Monitoring Web Site Scheme

2.2.1 General

2.2.2 The key outcome of the Grocery Price Monitoring system is to assist the public in finding best value retailer for a basket of goods.

2.2.3 There will be sixty one regions each with a set of 10 supermarkets that will be surveyed. The survey will cover a number of baskets such as Fruit, meat and bread. This data will be compiled by the surveyor selected by ACCC and sent to the ACCC each month.

2.2.4 ACCC Grocery Price monitoring web site Scope

2.2.4.1 The currently intended scope of the Grocery Price monitoring web site and Services is as follows:

- a. design and development of the Grocery Price monitoring web site application;
- b. provision of testing for the Grocery Price monitoring web site application;
- c. implementation of the Grocery Price monitoring web site application into the production environment;
- d. hosting of the Grocery Price monitoring web site application;
- e. provision of a highly available production environment;
- f. provision of all documentation and project artefacts for the design, development, testing, deployment and operation of Grocery Price monitoring web site;
- g. provision of IT Level 2 support; and

- h. provision of transitioning the Grocery Price monitoring web site application to the ACCC's production environment at a time nominated by ACCC and in accordance with an agreed transition plan.

2.2.4.2 The following services and technologies are excluded from the Grocery Price monitoring web site and Services:

- a. Collection of grocery data;
- b. provision of a public Level 1 help desk;
- c. provision of case management tools; and
- d. provision of a production, test and development environment inside the ACCC.

2.3 Assumptions

2.3.1 The ACCC has made the following assumption in relation to the Grocery Price monitoring web site:

2.3.1.1 Data collection:

- a. all data will be supplied by the Grocery surveyors;
- b. the data will be pre processed and averaged;
- c. the data will be presented in XML formatted file; and
- d. the data file will be uploaded each month.

2.3.1.2 Non Function assumptions:

- a. Grocery Price monitoring web site is highly visible;
- b. Grocery Price monitoring web site will need to be highly available; and
- c. the short timeframe limits the ability of the ACCC to develop a highly available capacity.

2.4 General Constraints

2.4.1 The Service Provider is expected to provide the Grocery Price monitoring web site and Services in accordance with best practice and apply processes of continuous improvement and ensure that the benefits of this are passed on to ACCC. However:

- a. the System must be fully available across Australia for August 6th 2008;
- b. subject to the SLA and planned outages, there should not be any unplanned outage in the first month of operation and;
- c. the system must perform with each page not taking longer than 5 to 10 seconds to load, this must also occur when being used on a

low speed (56kbs) connection. This will be measured as defined in the Support agreement.



3 Grocery Price Monitoring Web Site Requirements

3.1 General

- 3.1.1 The indicative overview of the Grocery Price monitoring web site is shown in Figure 1 below:

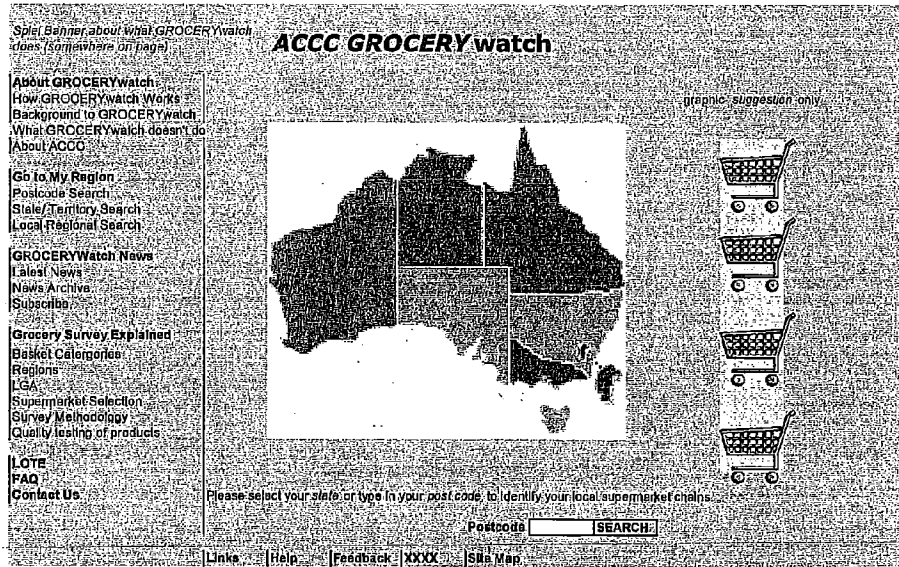


Figure 1. Web site – main page

- 3.1.2 The main page shall provide the viewer a facility to easily and quickly access the location that they need.

3.1.3 Detail pages

- 3.1.4 The user shall be able to drill down to a detail page which will show the grocery baskets prices in the selected region (see Figures 2 through 4 below).

(see next page)

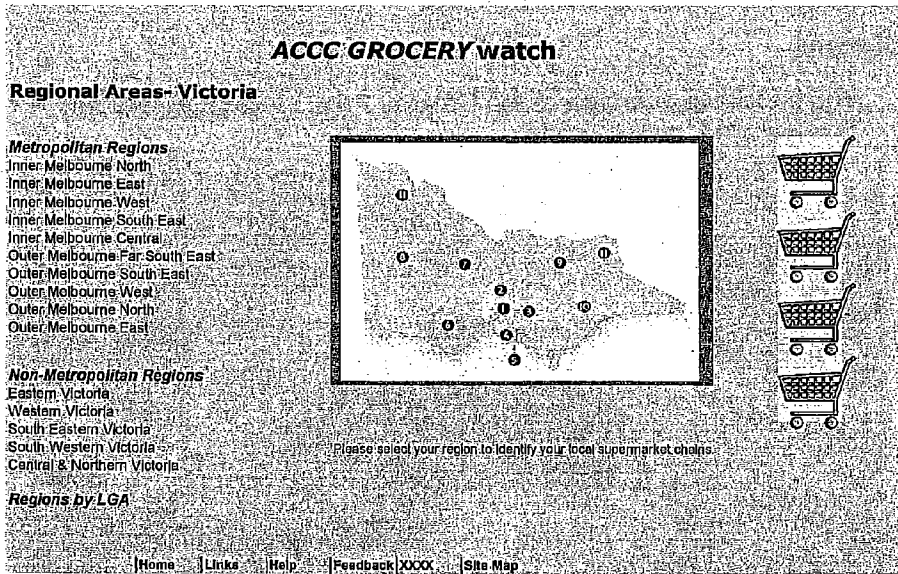


Figure 2. Web site – Regional area page

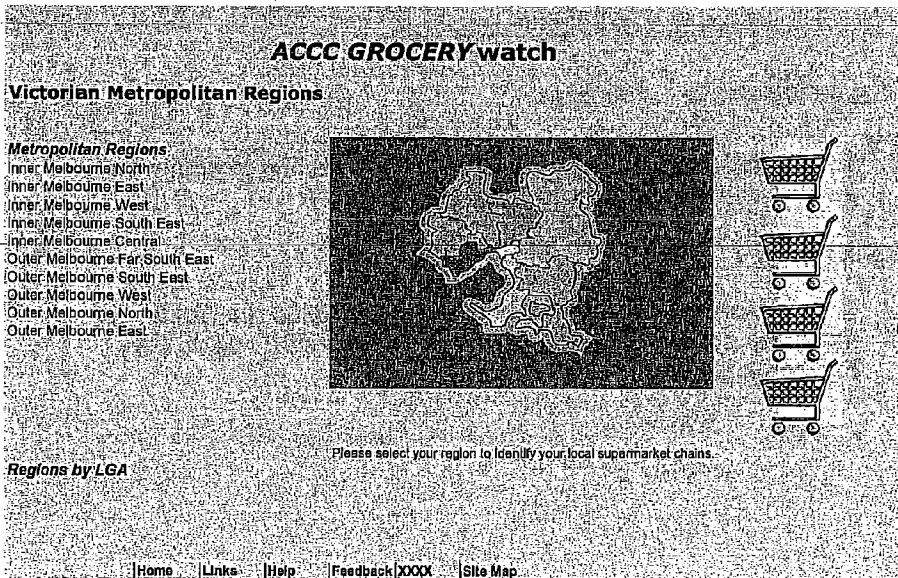


Figure 3. Web site – Metropolitan page

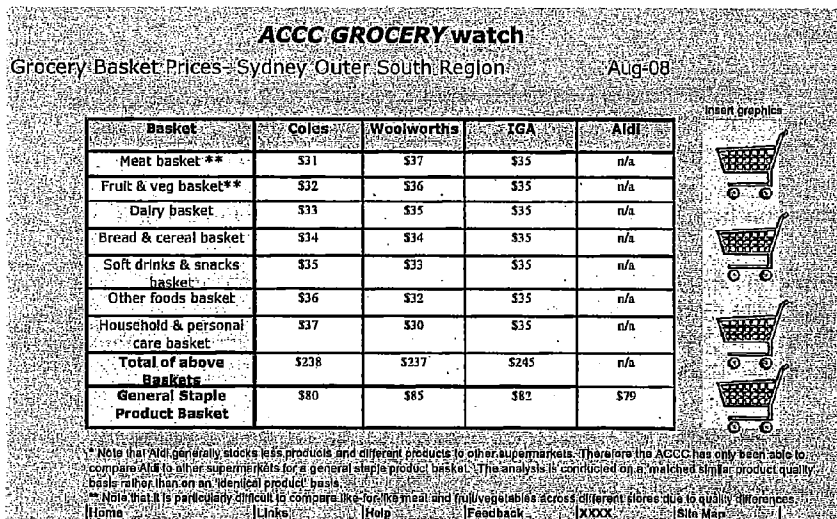


Figure 4. Web site – Region page

3.1.5 Email registration

3.1.5.1 *The public shall be allowed to register an email address so that they can be notified when the site has been updated.*

3.1.6 Survey Highlights on Home page

3.1.6.1 *The home page shall have an administrator configurable text block to allow the ACCC to highlight results from the surveys.*

3.2 File Upload

3.2.1 File upload shall use industry standard XML format rather than CSV.

3.2.1.1 *This will mean a negotiation with the supplier about the format, the values and the edit rules. The ACCC will assist Getronics Australia with negotiating the formats with the survey supplier.*

3.2.2 The file upload shall be via a secure ACCC only web page where the file is validated before being applied to the database.

4 Grocery Price Monitoring Environment Components

4.1 General

- 4.1.1 Grocery Price Monitoring has to be stable, reliable and available on the 6th of August 2008. It will need to be in beta by July 2008 so the ACCC can train and make comments on the system.
- 4.1.2 There will be high public scrutiny and media scrutiny on the system.
- 4.1.3 Grocery Price Monitoring will need a highly available system with duplicate environments so one can take over the load if the other site is unavailable. Within each site the system has resilient to withstand a simple failure such as a disk drive.
- 4.1.4 To meet peak loads as anticipated the system has to be designed to rapidly add and remove capacity without stopping and starting the system. Capacity needs respond as the demand starts to rise rather than after people have given up due to the site being unresponsive. This means close and careful systems monitoring has to be in place.
- 4.1.5 The ACCC will need to source the production capability and to provide a development and test environment in Canberra or Melbourne so the developers can work close to the Grocery Price Monitoring team.

4.2 System Description

- 4.2.1 The indicative system models are shown in the diagrams Figure 5 and Figure 6 below.

(see next page)

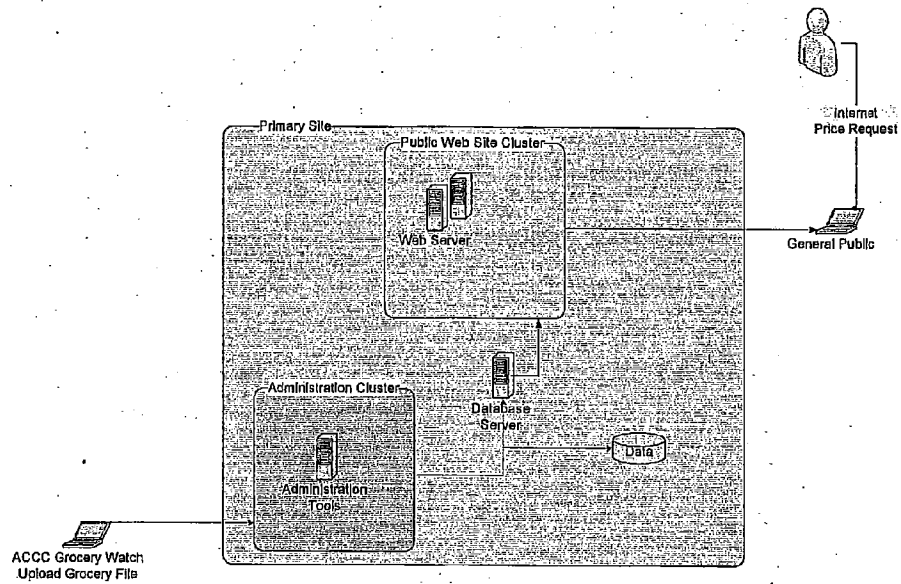


Figure 5. Diagram showing the major components of the Grocery Price monitoring web site

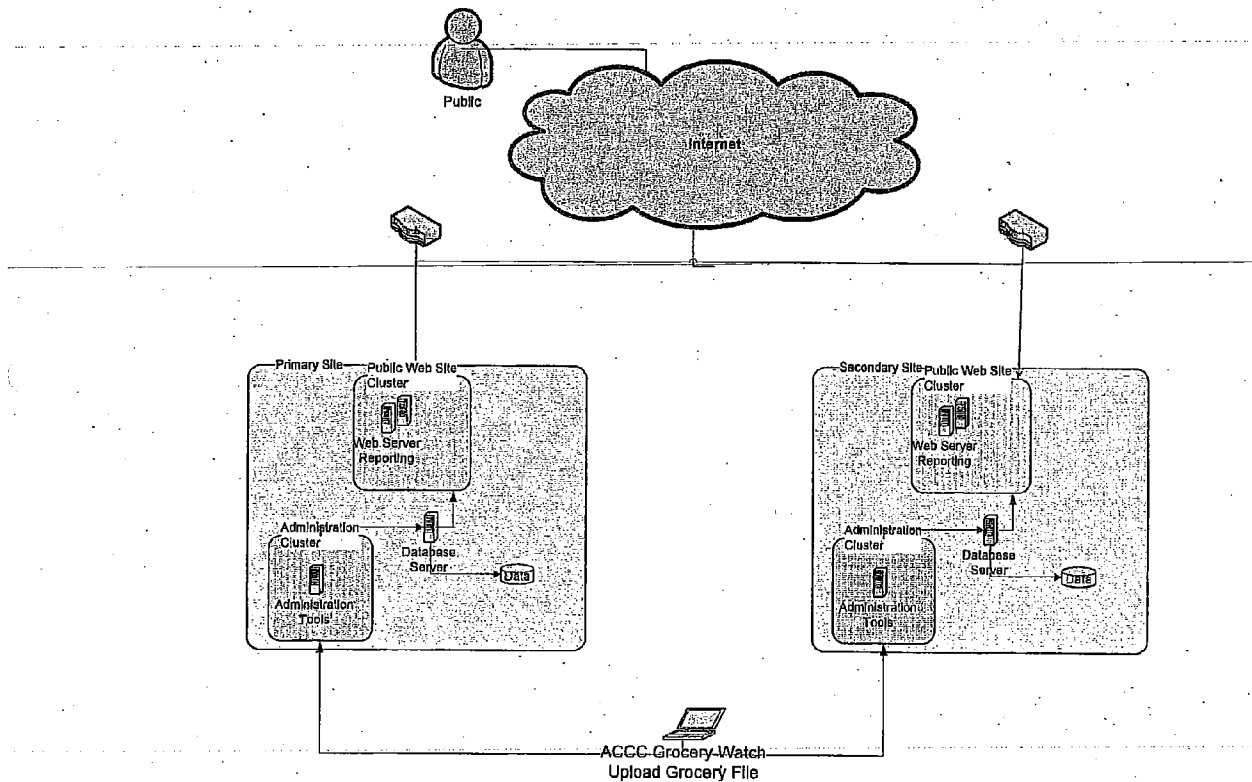


Figure 6. Diagram showing the arrangement of primary/secondary sites for the Grocery Price monitoring web site

- 4.2.2 The Grocery Price monitoring web site shall provide a file upload facility.
- 4.2.3 The file upload facility shall be web based.
- 4.2.4 The file upload facility shall verify the data being uploaded.

5 Project Management, Documentation and Reporting

5.1 Project Management Processes

5.1.1 Project Artefacts

5.1.1.1 Project Artefacts are the components of a system that are developed as part of a project.

5.1.1.2 Project Artefacts shall include but shall not be limited to:

5.1.1.2.1 project documentation;

5.1.1.2.2 source code;

5.1.1.2.3 scripts;

5.1.1.2.4 test data;

5.1.1.2.5 test packs;

5.1.1.2.6 configurations;

5.1.1.2.7 reports; and

5.1.1.2.8 bug, issues and error logs.

5.1.1.3 All project artefacts are owned by the ACCC, unless specified in the pre existing IP table attached.

5.1.2 Project Management Methodology

5.1.2.1 Getronics Australia shall establish a formal project management methodology.

5.1.2.2 The details of the project management methodology shall be included in the project management plan (PMP).

5.1.2.3 Getronics Australia shall utilise the formal project management methodology specified in the PMP throughout the duration of the Grocery Price monitoring web site Project.

5.1.2.4 Getronics Australia's formal project management methodology shall ensure that all aspects of the Contract are coordinated, reported upon, and monitored.

5.1.2.5 Getronics Australia shall facilitate corrective action where necessary to ensure that the project is managed in accordance with the approved PMP, project schedule, and project budget.

5.1.2.6 *Getronics Australia shall establish a Project Portal to hold all project artefacts.*

5.1.2.7 *The Project Portal shall be accessible from any ACCC office by named ACCC officers.*

5.1.2.8 *The ACCC shall be able to raise issues and bugs via the project portal.*

5.1.2.9 *Use of the Portal should not require the installation of software on the ACCC desktop.*

5.1.3 *Project Management*

5.1.3.1 *Getronics Australia shall manage the Contract to ensure the Contract requirements are met in accordance with the approved PMP, project schedule, and project budget.*

5.1.3.2 *The project schedule and project budget shall be agreed by the ACCC and Getronics Australia in the Contract.*

5.1.3.3 *Getronics Australia shall appoint a dedicated project manager for the Grocery Price monitoring web site Project.*

5.1.3.4 *The details of the Grocery Price monitoring web site project management organisation and its responsibilities shall be included in the PMP.*

5.1.3.5 *Changes to Getronics Australia's Grocery Price monitoring web site project management organisation shall be agreed by the ACCC.*

5.1.4 *Risk Management*

5.1.4.1 *Getronics Australia shall establish a formal risk management process.*

5.1.4.2 *The details of the risk management process shall be included in the PMP.*

5.1.4.3 *Getronics Australia shall manage all risks within Getronics Australia's control, to ensure the successful delivery of the Grocery Price monitoring web site Project within the constraints imposed by the Contract, project schedule and project budget.*

5.1.5 *Change Management*

5.1.5.1 *Getronics Australia shall establish a formal change management process.*

5.1.5.2 *The details of the change management process shall be included in the PMP.*

5.1.5.3 *The ACCC has provided its scope and requirements of the Grocery Price monitoring web site as it has understood these at the time of the request for proposal. The scope and requirements of the Grocery Price monitoring web site may change and Getronics Australia must*

be able to meet these changes and advise the impact to the ACCC without delay.

5.1.5.4 Getronics Australia shall provide impact statements to the ACCC detailing:

5.1.5.4.1 the change required/requested;

5.1.5.4.2 reason for the change;

5.1.5.4.3 any impact to the project schedule;

5.1.5.4.4 any impact to the project budget;

5.1.5.4.5 any impact to the Contract; or

5.1.5.4.6 any impact to Grocery Price monitoring web site Project requirements.

5.1.5.5 Getronics Australia shall provide the change details prior to change sign-off and implementation.

5.1.5.6 Changes to Contract deliverables shall require a Contract change proposal (CCP).

5.1.5.7 The process for a Contract change shall be included in the change management process.

5.1.6 Configuration Management

5.1.6.1 Getronics Australia shall establish a formal configuration management process.

~~*5.1.6.2 The details of the configuration management process shall be included in the PMP.*~~

5.1.6.3 Getronics Australia's configuration management processes shall detail the configuration baselines. These baselines shall include but are not limited to functional, allocated and product baselines.

5.1.6.4 The baselines shall apply to the following environments:

5.1.6.4.1 development,

5.1.6.4.2 test, and

5.1.6.4.3 production.

5.1.6.5 Getronics Australia shall establish procedures for controlling changes made to the allocated and product baselines.

5.1.6.6 *The processes shall also include both software algorithm and coding changes.*

5.1.6.7 *Getronics Australia shall ensure that configuration control procedures are applied to all project artefacts.*

5.2 Project Management Documentation

5.2.1 Getronics Australia shall provide all project and system documentation in both hard and electronic copy formats.

5.2.2 Electronic copies of project and system documents shall be provided in Microsoft Word XP compatible format.

5.2.3 *Project Management Plan*

5.2.3.1 *Getronics Australia shall prepare and deliver for agreement by the ACCC a PMP for the Grocery Price monitoring web site Project.*

5.2.3.2 *Getronics Australia shall deliver the PMP to the ACCC as part of its delivery of the system.*

5.2.3.3 *The PMP shall include the following:*

5.2.3.3.1 **document introduction:** to include a description of the PMP, its scope and the process for document change control.

5.2.3.3.2 **management and organisational structure:** to include Getronics Australia's organisational structure; project management structure; roles and responsibilities of the project organisation; details of any sub-contractor relationships.

5.2.3.3.3 **project management methodology:** to include a description of the process used by Getronics Australia.

5.2.3.3.4 **project work breakdown structure:** to include a description of all project deliverables.

5.2.3.3.5 **project schedule:** to include all known Contract activities, milestones, deliverables.

5.2.3.3.6 **quality management:** to include roles and responsibilities, a description of the processes to be implemented to ensure quality control for all Contract processes and deliverables.

5.2.3.3.7 **risk management:** to include a description of Getronics Australia's risk management process and procedures for risk planning, identification, analysis, evaluation, mitigation, risk logging and reporting.

5.2.3.3.8 **configuration management:** to include the identification and management of the project baselines, configuration items, configuration processes, configuration auditing and accounting procedures.

5.2.3.3.9 **change management:** to include Getronics Australia 's processes and procedures for managing change in relation to project deliverables, software, and documentation.

5.2.3.4 *Getronics Australia shall maintain the PMP.*

5.2.3.5 *Getronics Australia shall provide ACCC with updated copies of the PMP and any plans separated from the PMP as required.*

5.2.3.6 *Changes to the PMP shall be in accordance with the change and configuration management process.*

5.3 Reporting

5.3.1 Project Progress Meetings

5.3.1.1 *Project progress meetings between the ACCC and Getronics Australia shall be scheduled weekly.*

5.3.1.2 *The interval between meetings may be reviewed by mutual agreement between the ACCC and Getronics Australia.*

5.3.1.3 *Getronics Australia's project manager shall attend the project progress meetings.*

5.3.1.4 *The venue for project progress meetings shall be at the ACCC's premises in Canberra ACT Australia.*

5.3.1.5 *The venue for the meetings may be reviewed by mutual agreement between the ACCC and Getronics Australia.*

5.3.1.6 *Getronics Australia shall be responsible for recording the minutes of the meeting and for distributing the minutes within two (2) Working Days of the meeting date for agreement by the ACCC.*

5.3.1.7 *Getronics Australia shall post all meeting notes onto the Project portal.*

5.3.2 Project Status Report

5.3.2.1 *Getronics Australia shall provide a written project status report to the ACCC project manager on a weekly basis.*

5.3.2.3 *The Project Status Report shall be delivered to the ACCC during the project progress meetings.*

5.3.2.4 *The report shall include:*

5.3.2.4.1 significant issues, risks and actions taken.

5.3.2.4.2 progress against the PMP and project schedule.

5.3.2.4.3 project tasks and deliverables completed and in progress.

5.3.2.4.4 project tasks and deliverables planned for the next reporting period.

5.3.2.4.5 changes in Getronics Australia project management organisation.

5.3.2.4.6 other issues that may affect the project in the short or long term.

6 Systems Design

6.1 General

- 6.1.1 The ACCC shall be the Design Approval Authority for the Grocery Price monitoring web site.
- 6.1.2 The ACCC shall remain the sole authority for changes to the design of the Grocery Price monitoring web site.
- 6.1.3 Getronics Australia shall be responsible for the design of the Grocery Price monitoring web site and shall submit all designs or design changes developed under this Contract to the ACCC for acceptance.
- 6.1.4 If the ACCC rejects a design, Getronics Australia shall undertake a redesign and resubmit the revised design to the ACCC for acceptance.

6.2 Software Engineering

- 6.2.1 Getronics Australia shall establish and utilise formal software engineering techniques in the specification, design, development, integration, testing and production of the project systems.
- 6.2.2 Getronics Australia shall prepare and deliver for agreement by the ACCC a software development plan (SDP) for the Grocery Price monitoring web site Project.
- 6.2.3 Getronics Australia shall deliver the SDP as part of its delivery of the system.

6.2.4 The SDP unless otherwise agreed by the ACCC shall include:

- 6.2.4.1 **document introduction:** to include a description of the SDP, its scope, definitions and abbreviations, references or reference documents.
- 6.2.4.2 **system overview:** describes the environment and system role and description.
- 6.2.4.3 **software design:** to include identification of design methodology, processes, and reviews.
- 6.2.4.4 **software development process:** to include the development methodology, processes and procedures, tools and techniques, and software documentation to be developed by Getronics Australia for the project systems.
- 6.2.4.5 **software work packages:** to include descriptions of required work packages, their schedule, any dependencies, and resource requirements.

6.2.4.6 **software testing:** to include description of testing methodology and processes for unit/module, integration, system and acceptance testing.

6.2.4.7 **software implementation:** to include description of the processes and procedures utilised by Getronics Australia to deploy accepted software systems.

6.2.4.8 **software configuration management:** to include description of software configuration management utilised by Getronics Australia for the design, development of the software systems.

6.2.4.9 **software quality assurance:** to include quality assurance methodology, processes to be utilised by Getronics Australia for design, development and testing of the software systems; also to include identification of quality review process.

6.2.5 Getronics Australia shall design the system graphical user interfaces (GUI) for project systems utilising the ACCC's design guidelines for web GUIs.

6.2.6 *Detailed Design Document*

6.2.6.1 *The DDD unless otherwise agreed by the ACCC, shall include:*

6.2.6.1.1 **document introduction:** to include a description of the DDD, its scope, definitions and abbreviations, references or reference documents.
(Important)

6.2.6.1.2 **system detailed design overview.**

6.2.6.1.3 **system architecture overview.**

6.2.6.1.4 **physical system design.**

6.2.6.1.5 **database design:** to provide high level logical and physical designs (detailed database and data design contained in the data requirements specification).

6.2.6.1.6 **system functional design.**

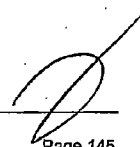
6.2.6.1.7 **system physical design.**

6.2.6.1.8 **business rules:** including data entry validation rules, field focus rules, tab sequence, button functionality, error message processing rules.

6.2.6.1.9 **user interface design:** to include screen/window prototypes.

6.2.6.1.10 **security and access controls.**

6.2.6.2 *The Detailed Design shall be maintained in the project portal throughout development, and be delivered as part of the system delivery as the Final Product specification (FPS).*



7 Systems Development

7.1 General

- 7.1.1 Getronics Australia shall develop the project systems in accordance with the processes and procedures defined in Getronics Australia's SDP.
- 7.1.2 Where system programming/coding is conducted to develop project systems, Getronics Australia shall ensure all code produced is sufficiently documented to enable code maintenance without assistance from Getronics Australia.
- 7.1.3 Getronics Australia shall develop the project system(s) such that:
 - 7.1.3.1 *the system(s) satisfies the requirements detailed in the functional baseline.*
 - 7.1.3.2 *the system(s) is developed as specified in the approved PDD and DDD(s).*
 - 7.1.3.3 *the system(s) is tested as specified in the approved STP.*
 - 7.1.3.4 *the system(s) is designed and developed in accordance with the ACCC's web design requirements.*
 - 7.1.3.5 *requirements traceability from functional baseline to product baseline can be demonstrated.*

7.2 Hardware

- 7.2.1 Getronics Australia shall acquire the required hardware for its development, testing and hosting of Grocery Price monitoring web site.
- 7.2.2 The hardware shall include but is not limited to the following:
 - 7.2.2.1 *database servers;*
 - 7.2.2.2 *web servers;*
 - 7.2.2.3 *storage;*
 - 7.2.2.4 *network facilities; and*
 - 7.2.2.5 *Communications infrastructure.*

- 7.2.3 All hardware shall be capable of supporting 64 bit or x64 bit technology.

7.3 Application Software

- 7.3.1 Getronics Australia shall specify the required application software for its development, testing and hosting of Grocery Price monitoring web site.

7.3.2 The ACCC will acquire the specified software licences for production.

7.3.3 Production software shall include but is not be limited to the following:

7.3.3.1 *operating systems;*

7.3.3.2 *database software;*

7.3.3.3 *analysis and reporting software;*

7.3.3.4 *web server software; and*

7.3.3.5 *monitoring facilities.*

7.3.4 All software used to develop the application shall be commercially available to the ACCC either for purchase or licence.

7.3.5 All software shall be capable of supporting 64 bit or x64 bit hardware.

7.4 Systems Prototypes

7.4.1 Getronics Australia shall develop the Grocery Price monitoring web site through iterative development and continuous integration.

7.4.2 Getronics Australia shall develop a functional prototype of the Grocery Price monitoring web site showing the proposed screens.

7.4.3 Getronics Australia shall prepare and deliver for agreement by the ACCC a delivery schedule for the functional prototypes.

7.4.4 Getronics Australia shall deliver the functional prototype in accordance with the SDP.

7.5 Software Documentation

7.5.1 Getronics Australia shall provide the following documentation to support the Grocery Price monitoring web site Project including:

7.5.1.1 *software source code.*

7.5.1.2 *brief software user manual (SUM).*

7.5.1.2.1 The software user manual is also referred to as a user guide.

7.5.1.3 *product specification (FPS).*

7.5.2 *Source Code*

7.5.2.1 *The source code shall be delivered to the ACCC as part of the system acceptance.*

7.5.2.2 *Getronics Australia shall deliver both the executable program code as a packaged install and the original source code, on separate CDs.*

7.5.3 *Software User Manual*

7.5.3.1 *The SUM shall be developed for agreement by the ACCC.*

7.5.3.2 *The SUM shall include:*

7.5.3.2.1 *High level user orientated description: to include a description of all relevant system functions and their operation, and uses maximum use of screen shots and pictorial descriptions to guide users through system functions; and*

7.5.3.2.2 *may also include frequently asked questions or user-level errors and how to resolve them. To be developed with the ACCC Grocery team*

7.5.4 *Grocery Price monitoring web site Product Specification (FPS)*

7.5.4.1 *The DDD/FPS shall be maintained within the project portal (Jira) until handed over as part of the system acceptance.*

7.5.4.2 *The FPS shall provide functional details of the web site components as built.*

7.6 Testing

7.6.1 *General*

7.6.1.1 *Getronics Australia shall prepare and deliver for agreement by the ACCC a software test plan (STP) that describes Getronics Australia's test strategies for unit, integration and system testing.*

7.6.1.1.1 *The STP is derived from the SDP.*

7.6.1.2 *Getronics Australia shall make available on the Project Portal:*

7.6.1.2.1 *all testing documentation, and*

7.6.1.2.2 *all test results and resolutions.*

7.6.1.3 *Getronics Australia shall deliver the STP to the ACCC as part of the Critical Design Review (CDR).*

7.6.1.4 *The STP unless otherwise agreed by the ACCC, shall include:*

7.6.1.4.1 **document introduction:** *to include a description of the STP, its scope, definitions and abbreviations, references or reference documents.*

7.6.1.4.2 **test methodology:** *to include test processes and strategies, test success/fail criteria, regression testing.*

7.6.1.4.3 **test documentation:** to include lists of all tests undertaken, test results and summary logs, problem reports, status and resolution reports/logs.

7.6.1.4.4 **unit test processes and procedures.**

7.6.1.4.5 **integration test processes and procedures.**

7.6.1.4.6 **system test processes and procedures.**

7.6.1.4.7 **performance, stress and load testing, processes and procedures.**

7.6.1.4.8 **defect resolution:** to include change control processes for identifying and correcting defects.

7.6.1.4.9 **establishing test environments:** to include UAT environments.

7.6.1.4.10 **quality assurance.**

7.6.2 *Unit Testing*

7.6.2.1 *Getronics Australia shall conduct unit testing in accordance with the STP.*

7.6.2.1.1 The terms Unit and Module in relation to testing are interchangeable.

7.6.2.2 *Getronics Australia shall record the unit test results and shall demonstrate that:*

7.6.2.2.1 all units of code prepared for project systems have been tested.

7.6.2.2.2 all units of code prepared for project systems have passed testing.

7.6.2.2.3 all units of code failing testing or requiring re-work have undergone the required re-work and passed subsequent testing.

7.6.3 *Integration Testing*

7.6.3.1 *Getronics Australia shall conduct integration testing in accordance with the STP.*

7.6.3.1.1 Integration Testing involves the testing of combined parts of an application ensuring they function correctly together.

7.6.3.2 *Getronics Australia shall record integration test results and shall demonstrate that:*

7.6.3.2.1 components prepared for project systems have been tested.

7.6.3.2.2 all components prepared for project systems have passed testing.

7.6.3.2.3 all components failing testing or requiring re-work have undergone the required re-work and passed subsequent testing.

7.6.4 *System Testing*

7.6.4.1 *Getronics Australia shall conduct system testing in accordance with the STP.*

7.6.4.1.1 *System testing tests the integrated system ensuring it meets specified requirements and to identify system specific errors.*

7.6.4.2 *System testing shall incorporate end-to-end testing.*

7.6.4.3 *System testing shall be conducted in the production environment.*

7.6.4.4 *Getronics Australia shall perform a code review of the application in accordance with the STP.*

7.6.4.5 *Getronics Australia's code review shall examine, but is not limited to, the following areas:*

7.6.4.5.1 *SQL injection,*

7.6.4.5.2 *URL and Buffer overflow; and*

7.6.4.5.3 *cross site scripting.*

7.6.4.6 *Getronics Australia shall conduct regular checks during development to ensure the host site has no vulnerabilities.*

7.6.4.7 *Getronics Australia shall present the results of the code review as part of the Systems Acceptance.*

7.6.4.8 *Getronics Australia shall record system test results and shall demonstrate that:*

7.6.4.8.1 *project systems have been tested;*

7.6.4.8.2 *project systems have passed testing; and*

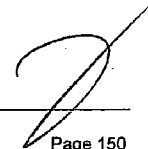
7.6.4.8.3 *project systems failing testing or requiring re-work have undergone the required re-work and passed subsequent testing.*

7.6.4.9 *Systems testing shall include any interface testing.*

7.6.5 *Performance, Stress and Load Testing*

7.6.5.1 *Getronics Australia shall conduct performance, stress and load testing in accordance with the STP.*

7.6.5.1.1 *This testing examines the system under conditions of maximum load ensuring the system can operate at those levels. Testing may involve exceeding loads beyond the limits of those requirements specified.*



7.6.5.2 *The performance testing shall include testing the application from a remote location.*

7.6.5.3 *The performance tests shall be performed when the system is under load.*

7.6.5.4 *The performance testing shall include different Web browsers, specifically IE6, Firefox and Safari.*

7.6.5.5 *Getronics Australia shall provide the results of this testing to the ACCC during the test readiness review (TRR).*

7.6.6 *Regression Testing*

7.6.6.1 *Getronics Australia shall, as necessary, complete comprehensive regression testing as a part of change control for all code modification and defect resolution processes.*

7.6.6.2 *Getronics Australia shall conduct regression testing in accordance with the STP.*

7.6.6.2.1 *Regression testing ensures previously tested units, integrated components or the system following modification to ensure that faults have not been introduced or uncovered as a result of the changes made. Testing also attempts to identify side affect (if any) that may arise due to the changes or modifications.*

7.6.6.3 *Getronics Australia shall supply a "Test Pack" that comprehensively tests both the application, and instructions for its use and maintenance.*

7.6.7 *User Acceptance Testing*

7.6.7.1 *The ACCC will develop UAT plans for the purpose of demonstrating that Grocery Price monitoring web site meets the requirements as specified in the functional baseline.*

7.6.7.2 *The ACCC will conduct UAT.*

7.6.7.3 *UAT shall consist of testing by the ACCC.*

7.6.7.4 *Getronics Australia shall establish the UAT environment.*

7.6.7.4.1 *The ACCC shall prepare test data and test cases for acceptance testing.*

7.6.7.5 *Getronics Australia shall rectify any defects, encountered during acceptance testing, in accordance with the STP.*

7.6.7.6 *Getronics Australia shall assist ACCC during UAT to resolve application defects which are stopping UAT from progressing.*

7.6.8 Defect Resolution

7.6.8.1 Getronics Australia shall implement the defect resolution process defined in the STP.

7.6.8.2 The process shall facilitate the recording of details of the defect, including:

7.6.8.2.1 its severity;

7.6.8.2.2 priority;

7.6.8.2.3 the assessment of the impact of the defect;

7.6.8.2.4 the recording of the action required to correct the defect;

7.6.8.2.5 the recording of the status of the defect (e.g. open, tested, accepted, closed); and

7.6.8.2.6 an audit log for all tests completed as a result of regression testing.

7.6.8.3 Getronics Australia shall, throughout the testing process, make an initial categorisation and severity determination for each defect.

7.6.8.4 Defect severity assessment levels shall be listed in the SDP.

7.6.8.5 Defect categories shall be listed in the SDP.

7.6.8.5.1 The ACCC will confirm defect categorisation and severity assessment by Getronics Australia.

7.6.8.6 The ACCC may alter Getronics Australia's defect assessment where the ACCC believes the assessment is incorrect or inappropriate.