

**SENATE EMPLOYMENT, WORKPLACE RELATIONS AND EDUCATION
LEGISLATION COMMITTEE**

**2006-2007 SUPPLEMENTARY BUDGET SENATE ESTIMATES HEARING
2ND NOVEMBER 2006**

EMPLOYMENT AND WORKPLACE RELATIONS PORTFOLIO

QUESTIONS ON NOTICE

OFFICE OF WORKPLACE SERVICES

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**Outcome 1: The rights and obligations of workers and employers under the
Workplace Relations Act 1996 are understood and enforced fairly**

Output group 1.1: Education and compliance services

Question Number: W440-07

Question:

Senator Wong asked at *Hansard* page 52:

Please provide a copy of the MOU and details of associated costs for a full financial year?

Answer:

The IT MOU 2006-2007 with DEWR is attached, costings are included.

The Corporate MOU 2005-2006 with DEWR is attached, costings are included.

Estimated Cost: To prepare this answer has taken approximately 2.55 hours at a cost of \$49.75

MEMORANDUM OF UNDERSTANDING

between

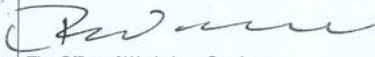
**THE DEPARTMENT OF EMPLOYMENT
AND WORKPLACE RELATIONS**

and the

OFFICE OF WORKPLACE SERVICES

FOR THE PROVISION OF
CORPORATE and FINANCIAL
MANAGEMENT

27 March 2006 – 30 June 2006

Corporate and Financial Management Services	
Jeremy O'Sullivan General Manager, Corporate	Nicholas Wilson Director
(On behalf of the Secretary, Department of Employment and Workplace Relations)	 The Office of Workplace Services
Date:	Date: 15. Aug 2006.

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MEMORANDUM OF UNDERSTANDING

The Department of Employment and Workplace Relations (“the department”) and the **Office of Workplace Services** (“OWS client”) agree to work in a co-operative manner for the purposes of this Memorandum of Understanding (“MoU”).

Both parties agree that this MoU is not intended to create legal relations between them. This MoU sets out the basis for the delivery of corporate, financial management and workplace relations legal services by the department to the OWS.

The department undertakes to ensure services covered by this MoU are delivered competently and to the specified standards. The department further undertakes to use appropriate risk management tools and methodologies compliant with the AS:NZ 4360:2004 Standard on Risk Management.

The provision of managed services by the department is conditional upon, and subject to, relevant legal obligations being adhered to.

Approval of MoU

The MoU and any amendments are to be approved in writing by a delegate from the department as designated by the Secretary, and a delegate from the OWS as designated by the *enter title*("Agency Head").

Scope of MoU

2.1 The MoU covers:

Corporate services

- a. MoU Management
- b. Communications services
- c. Legal Branch services
- d. Fraud investigations services
- e. Parliamentary services
- f. Business services
- g. Human resources services

Financial management services

- h. Budget and reporting services
- i. Tax, treasury and accounting services
- j. BIS services

Other

- k. Such other services as agreed in writing from time to time.

Period of operation of the MoU

- 3.1 The period of operation of the MoU is from 27 March 2006 to 30 June 2006 and will continue until either party provides the other party with written notice of termination and the notice takes effect.
- 3.2 Either party must give at least three months written notice of termination to terminate some or all of the services covered by this MoU, unless otherwise agreed in writing by both parties.
- 3.3 Both parties will review this MoU before the end of each financial year to settle the scope of services and the fees payable for the following financial year.
- 3.4 This clause (Clause 3) is subject to Clause 4, Machinery of Government (MoG) changes.

Machinery of Government changes

- 4.1 In the event of a MoG change affecting either party, then the terms of the MoU will be reviewed by both parties to the MoU, as soon as possible, to determine the need for changes to, or termination of, the MoU. Both parties undertake to make reasonable efforts to ensure continuity of services.

4.2 In the event of a MoG change, the provisions of Clause 3.2 will not apply and the parties will be free to terminate or extend services by agreement and with reasonable notice, taking into account the time required to complete disengagement if required. The parties must make all reasonable efforts to avoid or minimise dislocation of the operations of either party.

4.3 In the event of a MoG change impacting on the MoU fee arrangements for the services, the charges and payments will be reviewed and agreed upon following negotiation between the parties.

5. New or changed services

5.1 The department is required by this MoU to provide only the services identified as such the Schedules to this MoU. Any new service requirements that may arise, will be the subject of individual negotiation (which includes full costings) between the parties.

5.2 The department reserves the right to alter services as required, inline with its normal business operations. The department will formally advise the OWS of any alterations to services through the OWS's MoU Manager as identified in Schedule 4.

5.3 The OWS will formally advise the department of requests for new or amended services, through the department's MoU Manager as identified in Schedule 4. The department will provide responses to OWS requests within a reasonable timeframe.

6. Liaison

6.1 This MoU will be managed by the MoU Manager as identified in Schedule 4.

6.2 Liaison between the department and the OWS on day-to-day service delivery issues will be the responsibility of the Contact Officers. The MoU Managers will maintain an up to date list of the Contact Officers at Schedule 4.

7. Payment and charging arrangements

Annual Fee

7.1 The Annual Fee specified in Schedule 2 is based on an estimated level of activity and transactions that have been agreed between the parties.

7.2 The Annual Fee can be reviewed at the request of a MoU Manager and if the parties agree, a joint review of the Annual Fee will be carried out.

7.3 The joint review will be undertaken when a MoU Manager identifies:

- a) that the level of activity is either higher or lower than the estimated level of activity and transactions identified to determine the Annual Fee;
- b) that the requested service standards exceed the service standards identified in the Schedules.

- 7.4 Should the MoU Managers not be able to agree on an outcome of the review process, the matter shall be referred to the General Manager, Corporate and the OWS's Agency Head for resolution.
- 7.5 Services provided under the department's corporate contracted service providers will be billed to the OWS by the providers in line with the payment arrangements in those contracts.

Timing and billing

- 7.6 Payment by the OWS for services provided in accordance with Schedule 1, will be made either via a Monthly Standing Journal payable by the last day of each month in the Business Information System (BIS) or quarterly invoice in arrears (whichever is applicable to the OWS). Any additional services will be done via journal or invoicing quarterly in arrears (whichever is applicable to the OWS).
- 7.7 Services provided under the department's corporate contracts will be billed by the providers in line with the payment arrangements in those contracts.
- 7.8 Ad-hoc services provided by the department or its contracted service providers at the request of the OWS will be separately billed on a full cost recovery basis to the MoU Manager for the OWS within 30 days of delivery of the service. Refer to Schedule 3 for Staff Pay Rates for services supplied on a Fee for Service basis.
- 7.9 Where the department pays for services on behalf of the OWS using departmental funds, the OWS is to reimburse the department either via a Monthly Standing Journal payable by the last day of each month in the Business Information System (BIS) or quarterly invoice in arrears (whichever is applicable to the OWS).
- 7.10 Where services are provided by the department not covered by the Annual Fee, Staff Pay Rates specified in Schedule 3 will apply.

Services provided 'Free of Charge'

- 7.11 Services provided Free of Charge by the department are Free of Charge, as identified in Schedule 1.

Priced upon request

- 7.12 When the OWS requests the provision of services not covered by the Schedules, the department will provide a quote for the services within 10 working days.

8. Performance reporting

- 8.1 Both parties will use reasonable efforts to ensure that service standards specified in Schedule 1 are met.

- 8.2 Within 21 days of the end of each quarter the department will provide a report to the OWS on the department's performance against the service standards outlined in Schedule 1. This requirement includes the performance of any contracted service provider covered by the MoU.
- 8.3 The OWS agrees that despite the content of the report, it will comply with its payment obligations in Clause 7.
- 8.4 Should a dispute arise from the content of the report which may affect the payment made by the OWS then the dispute resolution process detailed in Clause 9 should be followed.

9. Dispute resolution

- 9.1 If the department or the OWS has an issue concerning a matter within the scope of the MoU requiring resolution, then the agreed process is as follows:
 - a. the party who has identified the matter must notify the other party's contact officer within 5 working days of the identification of the matter;
 - b. should discussions between the contact officers not resolve the matter, then the matter must be presented in writing to the MoU Managers;
 - c. The MoU Managers will take reasonable steps to resolve the matter;
 - d. Should the MoU Managers fail to resolve the matter, the matter shall be referred to the General Manager, Corporate and the Agency Head.

Schedule 1 – Scope of services

1.1 – Corporate services

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
<p>** No minimum performance target have been set, however any service that is not delivered to the appropriate standard or within the required timeframe needs to be brought to the immediate attention of the OWS and include strategies and timeframes for rectifying performance.</p>					
1.1.1 MoU management					
Memorandum of Understanding (MoU) management	Review MoU annually Coordinate provision of quarterly performance reports for services covered by MoU Manage issues arising in relation to the operation of the MoU	Signoff new MoU when Director appointed to the OWS Exception reports responded to promptly Disputes resolved promptly	Timing of signoff Level of OWS satisfaction with issue resolution	Payment of a quarter of the Annual Fee within 30 days of the end of each quarter Prompt identification and notification of issues in accordance with the dispute resolution procedure	Free of Charge
1.1.2 Communications services					
Media monitoring services	Access to the department's media monitoring services (maximum of 4 licences)	Not applicable	Not applicable	The OWS is to establish a sub-account (under the department's contract) for payment of transcripts The OWS is to pay any fees for any changes or additions	Free of Charge

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
1.1.3 Legal Branch services					
All requests for Legal advice are to be directed to the Assistant Secretary / Senior Executive Lawyer, Legal Branch in the first instance.	As agreed and subject to available capacity				Fee for Service
Procurement Policy Services	Provide advice on procurement policies including Commonwealth Procurement Guidelines (subject to availability of capacity, a coordinated response may be provided from the legal panel of suppliers)	Timeframe to be negotiated for each item	OWS feedback	OWS will provide adequate written instructions	Fee for Service
1.1.4 Fraud investigations services					
Investigations provided by the Investigations Branch (IB)	Conduct fraud investigations upon written referral Prepare a Brief of Evidence for referral to the Commonwealth	Investigations to be conducted: <ul style="list-style-type: none"> • in a timely fashion; and • in accordance with the requirements and standards of the 	OWS feedback DPP feedback (where applicable)	Provide all relevant information requested by IB within specified timeframes	Fee for Service (including investigator salary, travel and related expenses) Refer to Schedule 3 for

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	<p>Director of Public Prosecutions (CDPP), if appropriate</p> <p>Assist the CDPP in any prosecution action arising out of a fraud investigation</p> <p>Provide feedback, as requested and in confidence, concerning the progress of a fraud investigation</p> <p>Provide feedback on the outcome of a fraud investigation or prosecution (for example, via a Case Findings Report)</p>	<p>Commonwealth Fraud Control Guidelines and the Australian Government Investigation Standards</p>			<p>pay rates</p>
1.1.5 Parliamentary services					
Provision of Parliamentary services	<p>Access to PaWS</p> <p>Process parliamentary records</p>	<p>Timely notification and subsequent processing of ministerial correspondence, briefings and other parliamentary documents</p>	<p>Respond to requests for advice within 1 working day, where appropriate</p>	<p>Timely response to requests</p>	<p>Portfolio coordination function</p>

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
1.1.6 Business services					
Directories		<i>Note that the telephone services are provided under the Managed Voice Services (MVS) contract which is covered by the MoU for the provision of IT Services</i>		Manage external telephone directory entries (excluding Telstra white pages entries)	Manage entries in the DEWR Corporate directory and other internal directories
	Details provided by the agency to DEWR for external directories are passed on to the publishers within the publishing time frame	The entries to be published are checked and corrected, where necessary before publication	Details provided by the agency to DEWR for internal directories are recorded in these directories accurately in one working day (updates of the OWS entries in the Corporate Directory are the responsibility of the Service Desk)	Accuracy and timeliness of changes made to these directories, with respect to details provided by the agencies	
Property and Lease Management	<p>The Property and Facilities Management Team (PFMT) will provide the same Property, Lease Management, as provided to DEWR when establishing the properties</p> <p>During fitouts the PFMT will liaise with IT and Office of Workplace Services to ensure construction standards and work schedules meet IT specifications and timeframes</p> <p>6 monthly reports on</p>	All service standards are to be in accordance with the National Property Management Services Contract	All lease matters will meet agreed deadlines on a case by case basis	All lease matters dealt with in an appropriate manner	<p>Annual Fee</p> <p>Any additional incidental property/lease, accommodation services provided will be on a Fee for service basis</p>

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	<ul style="list-style-type: none"> - leasing arrangements per location and per head - leasing arrangements expiry - where available, provide advance notice of rent increases and forthcoming incentives <p>Relocations will only occur if agreed to or requested by Office of Workplace Services</p>				
<p>Business Assurance</p> <p>Emergency Planning & Management</p> <p>(establishment only)</p>	<p>Establishment of tenancy occupation requirements</p> <p>Provision of Equipment and Facilities</p> <p>Signage</p>	<p>Ensure compliance to Australian New Standards AS3745: including Fire Mgmt Systems</p>	<p>Occupancy certificate</p>	<p>Dedicated Contact Officer</p>	<p>Quoted cost of installation as defined by the property fitout budget.</p> <p>Project management fees on an hourly basis (internal staff). See schedule 2</p>

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
Business Assurance First Aid Services (establishment only)	Determination and establishment (if necessary) of tenancy occupation requirements Provision of Equipment and Facilities Signage	Ensure compliance to Australian New Standards.	Meets OH&S standards	Dedicated Contact Officer	Quoted cost of installation as defined by the property fitout budget. Project management fees on an hourly basis (internal staff). See schedule 2
Business Assurance Security Services	<p>Security Systems</p> <ul style="list-style-type: none"> Establishment and installation of security systems in new premises as part of a property fitout (including relocation and realignment exercises) Project management of the installation of security systems Ongoing maintenance and repairs 	<p>Ensure compliance with:</p> <p>Protective Security Manual ACSI 33 ANAO audits & better practice guidelines Security Committee</p>	<p>Compliance with Aust, government regulations, policies and procedures, eg Protective Security Manual.</p> <p>Delivery of services within agreed timeframes.</p>	<p>Dedicated Contact Officer</p> <p>Requests received in a timely manner (as negotiated with the security services unit) with sufficient detail specifying services to be provided.</p> <p>Faults reported as soon as possible.</p>	<p>Quoted cost of installation of hardware as defined by the property fitout budget.</p> <p>Project management fees on an hourly basis (internal staff). See schedule 2</p> <p>Annual fee (agreed % of overall departmental costs)</p>
	Other security infrastructure (excluding initial installation)	<p>Ensure compliance with:</p> <p>Protective Security Manual ACSI 33</p>	Compliance with Aust, government regulations, policies and procedures, eg Protective Security Manual.	<p>Dedicated Contact Officer</p> <p>Requests received in a</p>	Direct costs to the department.

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	and mgmt of contract <ul style="list-style-type: none"> • Home base work assessments • Staff awareness and training Needs analysis, development, delivery, analysis and reporting • Access to security consultant panel • Provision of other adhoc services as required. 				Project management fees on an hourly basis (internal staff)
Business Assurance Business Continuity	Provision of business continuity framework, templates, guidelines and advisory services	Ensure compliance with the whole of government initiatives for business continuity and the department's portfolio responsibilities for same, including ANAO requirements.	Production of template business continuity plans	Identification of critical business and internal processes	Portfolio Cordination
Records management	Provision of file creation, maintenance, archival, storage transfer and retrieval services including: TRIM system administration, management of accounts, obtain authorisation for disposal of records and promulgate	Timely processing of file requests upon receipt Compliance with NAA guidelines for storage, retention and disposal	Nominated Routine files; created, retrieved or maintained to be actioned and dispatched within 24 working hours Records sentenced correctly on creation	Requests provided in full via Intranet form (or OWS replica)	Annual Fee (Fees for secondary storage* or destruction of records to be on forwarded to the OWS) *files are usually

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	records related information, policy advice and procedures				stored off-site to secondary storage after 2 years or when in-house storage capacity is reached
Tabling of file lists	Fulfil the requirements under Senate Standing Orders including, obtaining sign off prior to tabling Provide relevant timeframes	List is published every 6 months dependent on signoff	Response to Senate Standing Orders compiled and tabled in accordance with legislated timeframes	Timely review, exclusion and signoff	Portfolio coordination function
WIMS – access and training	The OWS is provided with access to WIMS and details of WIMS training courses (which are undertaken in Canberra) Additional training courses to be provided to staff located in States on request	Training is available to OWS WIMS users and places are provided on scheduled WIMS courses on request	The OWS users who seek places on scheduled courses	OWS staff will make bookings on scheduled courses in a timely manner and be released to attend courses	Fee for Service (Participation in scheduled training \$150 per person, including training materials) Training scheduled specifically for OWS staff \$1000 per session (plus travel and associated expenses)

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
Procurement Administration Services	<p>Access to current and future departmental corporate contracts</p> <p>Gazettal of public spending = or > \$10,000</p>	<p>Access to negotiated terms and conditions including corporate rates</p> <p>Gazettal action undertaken within 6 weeks of contract signing</p>	<p>Utilisation of contracts by OWS staff (number of contacts)</p> <p>Legislative requirements met</p>	<p>Compliance with contractual terms and conditions</p> <p>Relevant information provided within 15 days of notifications</p>	<p>Portfolio coordination role</p> <p>Cost recovery for provision of photocopiers</p>
<p>Fleet Management</p> <p>Provide expert advice and assistance to OWSs on the Executive Vehicle Scheme (EVS)</p>	<p>Provision of advice and assistance as required</p> <p>Ensure OWS retains the option to continue such services in the event of changes to the department's fleet management arrangements</p> <p>Placement of EVS orders</p> <p>EVS management is provided within 2 working days of request</p>	<p>Timely and accurate advice and assistance</p> <p>Responses to requests for information provided within 2 working days</p>	<p>Responses to requests for information provided within 12 working days</p> <p>Order requests forwarded 24 weeks prior to lease expiry</p>	<p>That all relevant information is provided at the time of the request</p>	<p>Fee for service if OWS retains the option to continue such services in the event of changes to the department's fleet management arrangements</p>
Mail and Freight	<p>If required, provide initial setup of Australia Post and domestic freight service accounts as requested.</p> <p>Provision of advice as required.</p>	<p>Timely and accurate advice, assistance and service.</p>	<p>Measured by exception and OWS feedback.</p>	<p>All relevant information is provided at the time of service request</p>	<p>Free of charge.</p> <p>* Charged at cost</p>

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	Distribute mail in Canberra to Canberra based offices. Provide mail and freight services from Canberra mailroom for Canberra based offices*.				
1.1.7 Human resources services					
Employee Relations Framework - Case Work - Review of actions - Legal proceedings - Discipline - Underperformance - Breaches of Code of Conduct - Section 33 reviews	Provide advice and interpretation relating to more complex casework and administrative law Analyse and review appropriate course of action to resolve Provide advice or consultative process Arrange to implement outcomes/recommendations Coordinate responses to appeals Brief legal representative / advocate Facilitate investigations	Request acknowledged and indicative timelines for actions/resolution provided within 24 hours (fair and effective resolution of matters) Timely and accurate advice Fair and effective resolution of matters Cases are dealt with efficiently and with sensitivity Advice is provided within timeframe agreed with OWS at the time of request	Satisfaction of OWS with timeliness and accuracy of advice Measured by exception Acknowledgement of request to be made within 24 hours and provision of indicative timelines for actions/resolution Percentage of cases dealt with in timely and sensitive way Percentage of cases dealt with in agreed timeframe	OWS to provide necessary approval(s) in a timely manner OWS to provide necessary advice and evidence, where appropriate OWS to approve engagement of external legal advisers or investigators	Fee for Service

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	<p>Assess policy and process implications and report</p> <p>Manage responses and decisions in conjunction with legal advisers</p> <p>Assist/facilitate management of underperformance</p> <p>Assist/facilitate action on breaches of the code of conduct</p>				
Workplace safety services	<p>Process compensation claims</p> <p>Develop and implement case management plans</p> <p>Administer Employee Assistance Program</p> <p>Administer workplace safety contracts (assessment and rehabilitation)</p>	<p>Comcare requirements met</p> <p>Employees off work sick or compensation leave (in excess of 3 weeks) return to work within 3 month period of initial absence (this excludes employees who are on long term sick or compensation leave for whom the department has received medical advice to state that they are unfit for duty for a period of duration greater than 3 months)</p> <p>This advice may be at the instigation of the department</p> <p>Reduction in number of open rehabilitation cases and/or re-opened cases</p>	<p>Quarterly reports on number of reported incidents, compensation claims</p> <p>Quarterly reports on time to return to work following illness or injury</p> <p>Evaluation and Return on Investment on proactive strategies on as required basis</p> <p>Number and summary of OWS complaints (monthly)</p>		Fee for Service

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
		Contract administration meets OWS needs, is cost effective and services are timely			
Compensation Management Case Management – claims Notification of claims Rehabilitation Case Management – premiums Rehabilitation case management – provide information and advice to assist OWS staff and management to support individuals to return to full-time duty Provide advice on more complex rehabilitation casework (eg invalidity retirements)	Provide ongoing advice and interpretation on complex matters Provide assistance during Reconsideration process, AAT matters Provision of advice on premium and related issues Provide ongoing advice and interpretation on complex matters Assistance in developing Return to Work plans	Acknowledgement of request and provision of indicative timelines for resolution provided within 24 hours Timely and accurate advice Cases are dealt with efficiently and with sensitivity Advice is provided within timeframe agreed with OWS at the time of request	Satisfaction of OWS with timeliness and accuracy of advice Measured by exception OWS requirements met Acknowledgement of request to be made within 24 hours and provision of indicative timelines for resolution Satisfaction of OWS contact officers with advice, training and support Respond to request within 24hours Percentage of cases dealt with in timely and sensitive way Percentage of advice provided within target timeframe	OWS to sign Return to Work plans	Fee for Service
Employee Assistance Program	Access to the department's EAP	Managers know the access process	Managers recommend the services to appropriate staff in appropriate	Payment of EAP fee	EAP charges separately billed

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
(EAP) Regularly promote the Employee Assistance Program (EAP) availability and encourage/ support use of the service	arrangements Provide OWS staff with information on EAP	Can communicate it clearly to staff Is straight forward, timely and uncomplicated	circumstances		
Employee information services	Provide information on entitlements	Advisors available during agreed times All phone and email messages responded to within one business day Advice on moderately complex issues provided within 3 business days Response rate within 5 business days of request OWSs are satisfied with the quality, accuracy and timeliness of services	Quarterly OWS satisfaction survey – sample survey only (survey under preparation) Spot checks to be undertaken randomly	Provide workplace agreements and applicable authorities and guidelines	Annual Fee
Recruitment	Provide advice on recruitment practices. Process police checks for all OWS staff".	Timely and accurate advice			Annual Fee
Graduate Recruitment	Access to DEWR graduate recruitment order of merit, at	Graduates are able to rotate through the OWS			Fee for Service

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	discretion of DEWR				
Learning and Development	Access to centrally coordinated learning and development events	OWS's staff, including staff located in States, have access to corporate training relating to centrally coordinated learning and training development events, excluding where information technology infrastructure prohibits access to online courses	Satisfaction of staff with OWS specific training		Fee for Service
HR Policy Services – non-core service Policy advice relating to remuneration, salary packaging and conditions Equity and diversity, voluntary redundancies, change management processes and Recruitment policies & procedures Salary packaging - identical model to DEWR arrangements used.	As required provide advice on HR policies and strategies (remuneration, salary packaging and conditions, equity and diversity, voluntary redundancies, change management processes and recruitment policies and procedures) OWS must advise SMB and DEWR with sufficient lead time for all transfers into OWS. Transfers in are not guaranteed to be able to transfer leases and must be agreed on a case by case basis Individual packager	Timely advice and services Provide ongoing advice and interpretation Provide copies of the departments policies and guidelines and updates/revisions as templates Provide advice on matters relating to termination of employment	Evaluation of service Assess value for money Response to requests within agreed timeframes OWSs are satisfied with the quality, accuracy and timeliness of services	Develop policies, strategies and implementation plans	Fee for Service

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	<p>responsible for management fee and FBT payments to SMB in line with DEWR contract. Individual packager responsible for ensuring adequate budget maintained.</p> <p>Assist with HR policy initiatives</p> <p>Provide ongoing advice and interpretation</p> <p>Provide copies of the department's policies and guidelines and updates/revisions as templates</p> <p>Provide advice on matters relating to termination of employment</p>				
<p>Payroll</p> <p>Provision of an accurate fortnightly payroll service, including, variations, loadings, salary advancement, bonuses, commencements and separations, electronic payslips</p>	<p>Transactions</p> <p>Reports, remittances and reconciliations</p> <p>Commencements and cessations</p> <p>Recovery of payroll overpayments for which DEWR is responsible</p>	<p>OWSs are satisfied with the quality, accuracy and timeliness of services</p> <p>Accuracy and timeliness of payroll processing (salary, entitlements, variations and disbursements)</p> <p>Accuracy of payroll administration and 100 per</p>	<p>Fortnightly payroll reports</p> <p>Number and summary of OWS complaints (monthly)</p> <p>Annual report on process improvements to reduce salary processing cut-off times</p> <p>Quarterly reports on all discrepancies in superannuation notified by ComSuper and action</p>	<p>Provide timely information on changes to CA and AWAs</p> <p>Ensure pay variations, non-ongoing engagement contracts and other requests are notified to HR Branch no later than the Friday before pay cut-off</p>	Annual Fee

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
and electronic transfer of salaries and deductions to financial institutions	<p>Superannuation</p> <p>Provision of superannuation management service including deductions, remittance of member and employer contributions to relevant schemes</p> <p>Process adjustments and variations</p> <p>Process leave entitlements</p> <p>Provision of leave services (to include recognition of prior service, LSL calculations, leave</p>	<p>cent timeliness</p> <p>All salary payments to the Reserve Bank by COB Tuesday before payday</p> <p>Compliance with all legislative requirements (including reporting)</p> <p>Acknowledgement of OWS queries within 24 hours of receipt of queries and within 24 hours of the query, for more complex leave queries, 48 hours</p> <p>Deductions made, remittances calculated and dispatched by due date and all corrections completed within two subsequent pay periods</p> <p>Recognition of prior service – within APS 4 weeks, outside APS 6 weeks – these timeframes are subject to agencies/organisations providing information on time</p>	<p>plan</p> <p>Reports on processing Group certificates, salary packaging and AWA processing</p> <p>Number of errors</p> <p>Number of payroll errors taking greater than 48hrs to resolve</p> <p>Number of inaccurate leave records</p> <p>Number of leave applications not processed within 24 hrs</p>	<p>OWS to provide HR Branch with advice on changes to standard staffing employment conditions 2 months in advance (to allow for changing procedures and developing and implementing required changes in BIS)</p> <p>OWS to provide advice to any changes to contributions prior to payday cut-off</p>	

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	<p>balances, advice on leave matters)</p> <p>Process allowances</p> <p>Performance bonuses</p> <p>Prepare and deliver group certificates</p> <p>Administer salary packaging</p>	<p>Policies and processes regularly reviewed</p> <p>Enquiries responded to within 24 hours</p>			
<p>Establishment services</p> <p>These services are necessary for correct linking of staff to BIS cost centres</p>	<p>Maintain, update and report on staffing and organisational changes</p>	<p>Changes completed and administrative officer informed within 3 working days of notification</p>	<p>Number and summary of OWS complaints (monthly)</p>	<p>Provide timely advice of employee movements and changes to organisational structures</p> <p>Advise SES movements in accordance with APSC requirements</p>	<p>Annual Fee</p>
<p>External Reporting & Correspondence for Human Resources</p> <p>- Data analysis</p> <p>- Responses to central agencies</p>	<p>Determine information to be provided in response to requests</p> <p>Research information for satisfaction of requests</p> <p>Analyse data and interpret trends</p> <p>Prepare and deliver</p>	<p>Timely and accurate advice</p>	<p>Satisfaction of OWS with accuracy of information provided. (Measurement by exception)</p>	<p>OWS's delegate to sign replies unless otherwise agreed</p>	<p>Annual Fee</p>

Service	Provider obligations	Service standard**	Method of measurement	OWS obligations	Pricing basis
	reports				

1.2 – Financial management services

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
1.2.1 Budget and reporting services					
PBS and Additional Estimates Statements	Provide advice and templates on preparing input (timetable, resources, consultants, review guidelines) Where necessary liaise in relation to drafts Assist with draft documents to Department of Finance and Administration (“Finance”) and approval by Minister	Timely advice on process Satisfaction with reports produced	OWS satisfaction with coordination services Reports tabled on time	All input and amendments provided promptly, in a legible format and as requested by the coordinator	Portfolio coordination function
Advice on outcomes and outputs framework including PBS/PAES input	Advice on the enhancement of the outcomes and outputs framework and related performance information Advice on specification of performance indicators Advise/assist with review of performance indicators as requested Assist data collection process	Advice on review process and better practice within agreed timeframes Training provided where major changes in policies and practices occur Coordinate annual sign-off prior to commencement of financial year	OWS satisfaction Timeliness of advice and requests for input	Timely responses to requests Appropriate treatment to requests Appropriate treatment and referral of enquiries and activities	Portfolio coordination function
External Budget	Provide strategic Budget advice Manage relationship with Finance Assist in Development of Budget submission	Compliance with Finance and Department of Prime Minister and Cabinet (“PM&C”) deadlines Completeness and Accuracy of new policy costings,	Initial responses to requests for advice within one working day, providing timeframe for resolution of issue Finance and PM&C	Input for costings, Budget submission and PBS	Portfolio coordination function

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
	contribution Coordinate costing of new policy proposals Preparation of Portfolio Budget Submission Preparation of budget related briefings	budget submissions, Portfolio Budget Statements	deadlines met		
Financial reporting <i>Note: OWS to perform all reporting functions and DEWR will be available to provide advice and assistance where needed</i>	Provide financial management advice on: <ul style="list-style-type: none"> - Month end reporting - Annual Financial Statements - Year end audit material to external auditors 	Advice given with reference to legislative framework (FMO's accounting standards etc) Timely response to requests for advice	Adhoc advice provided, generally within 24 hours Specialised advice provided within agreed timeframes	All necessary information at time of request for advice	Free of Charge
Asset Management	Advice on asset management	Requests for advice responded to within 1 working day, providing a timeframe for resolution of issue	Satisfactory result achieved within the specified timeframe	All necessary information available at time of request	Portfolio coordination function

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
Maintenance of master data & chart of accounts (BIS)	<p>Analysis and implementation of requests for changes to BIS master data and chart of accounts</p> <p>Liaison with/training of OWS's staff in relation to master data</p> <p>Assistance with production of financial reports from BIS</p> <p>Provide policy advice regarding the operation of financial/ budget functions against FMA Act requirements</p>	<p>Timely processing of authorised and complete requests</p> <p>Timely response to requests for advice</p>	<p>Authorised transactions are completed within 1 working day</p> <p>Authorised transactions are completed within 2 working days</p> <p>All other transactions within 5 working days</p> <p>Initial responses to requests for advice within 1 working day, providing timeframe for resolution of issue</p>	<p>All details and authorisations at time of request</p> <p>All necessary information at time of request for advice</p>	Free of Charge
1.2.2 Tax, treasury and accounting services					
Drawing down of funds <i>Note: OWS to ask Finance to provide DEWR with authorisation and facilities to access AIMS/CBMS on behalf of Office of Workplace Services</i>	<p>Request funds or adjustments from Finance via AIMS/CBMS as required</p> <p>Advice to OWS on policy and procedures</p>	<p>Timely processing of authorised and complete requests</p> <p>Timely response to requests for advice</p> <p>All revenue received and recorded correctly</p>	<p>Authorised transactions are completed within 1 working day</p> <p>Authorised transactions are completed within 2 working days</p> <p>Initial responses to requests for advice within 1 working day, providing timeframe for resolution of issue</p>	<p>All details and authorisations at time of request and on form</p> <p>All necessary information at time of request for advice</p>	Free of Charge
Banking	<p>Advice to OWS on banking facilities</p> <p>Assistance with bank reconciliation and Reserve Link facilities</p> <p>Bank reconciliations</p>	<p>Timely processing of authorised and complete requests</p> <p>Timely response to requests for advice and assistance</p>	<p>Authorised transactions are completed within 1 working day</p> <p>Authorised transactions are completed within 2 working days</p> <p>All other transactions within 5 working days</p> <p>Initial responses to requests</p>	<p>All details and authorisations at time of request</p> <p>All necessary information at time of request for advice</p>	Free of Charge

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
			for advice within 1 working day, providing timeframe for resolution of issue		
Taxation and related matters compliance	Advice to OWS policy & procedures for completing necessary BAS and FBT returns and disclosures Liaise with OWS Answer queries, ad hoc changes & clarification Other tax advice and action as required	Timely processing of authorised and complete requests Timely response to requests for advice	Timely processing of taxation transactions according to external deadlines Initial responses to requests for advice within 1 working day, providing timeframe for resolution of issue Delegations kept up to date in accordance with OWS office requirements	All details/authorisations at time of request All necessary information at time of request for advice	Free of Charge
Accounts receivable	Advice to OWS policy and procedures as required Customer maintenance	Timely response to requests for advice	Initial responses to requests for advice within 1 working day, providing timeframe for resolution of issue	All details and authorisations at time of request All necessary information at time of request for advice	Free of Charge
Accounts payable	Advice to OWS on policy and procedures as required Vendor maintenance, payment run, reslink access DES rejects and bank uploads	Timely processing of authorised and complete requests Timely response to requests for advice	Payment run actioned daily Authorised transactions are completed within 1 working day	All details and authorisations at time of request All necessary information at time of request	Free of Charge
General Ledger	Assist OWS with completing required EOM Journals Jointly with OWS, ensure integrity of financial information Maintain end of month period close Timely response to requests for advice	Timely processing of authorised and complete requests Timely response to requests for advice Checklists, reconciliations and period close completed within 5 working days of month end	Authorised transactions are completed within 1 working day Authorised transactions are completed within 2 working days All other authorised transactions within 5 working days Completed month end activities within 5	All details and authorisations at time of request All necessary information at time of request for advice	Free of Charge

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
			working days of month end Initial responses to requests for advice within 1 working day, providing timeframe for resolution of issue		
1.2.3 BIS services					
Provide BIS services to the OWS as specified in the OWS Project Specification document (WIMS1-233818) provided 23/03/06					
Provide BIS Help Desk	The Help Desk is available to receive reports of system faults during the specified hours and users can contact the Help Desk by telephone (including by voice mail) or email	Hours of operation of the BIS Help Desk will be 8.30am–5.00 pm on normal DEWR working days in the ACT Note: BIS Help Desk services will not be provided: <ul style="list-style-type: none"> on public holidays observed in the ACT during the DEWR “shutdown” from midday on Christmas Eve until the first normal working day after 1 January 			Annual Fee

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
Provide users with BIS access	<p>Process access requests – includes initial access and changes to access.</p> <p>Note: BIS Access will be provided to OWS based on existing roles within the established structure.</p> <p>If the requirement for new roles or modifications to existing roles is identified; reference will be made to below mentioned clause 'BIS configuration'.</p>	<p>Timeliness of processing authorised requests</p> <ul style="list-style-type: none"> ensure that the employee's record has been correctly entered in BIS by the DEWR HR Operations Centre: 	<p>Users submitting authorised requests to the BIS Help Desk will have access to BIS granted or changed within</p> <p>1 working day–target 85%</p> <p>2 working days–target 95 %</p> <ul style="list-style-type: none"> employee's record has been correctly entered in BIS by the DEWR HR Operations Centre: <p>Note: This service is dependent on processes having been completed in other areas of the department and is provided only during the hours of operation of the BIS Help Desk. (See above). The elapsed time is calculated in relation to BIS Help Desk operating hours only.</p>	<p>Prior to BIS access being requested, OWS users must:</p> <ul style="list-style-type: none"> obtain a DEWR network user id; and <p>For initial access the appropriate Initial Registration Request or BIS Access Request form is to be correctly completed and authorised by the appropriate supervisor.</p> <p>For access changes - all necessary information identifying the access required is to be provided at the time of request for a change to access.</p>	Annual Fee
BIS configuration	Configure changes to reflect any business practice changes or OWS-specific requirements	Timeliness of configuration changes	Configuration changes to be completed in accordance with the agreed project plan.	Advice on policy or procedural which will require changes BIS	Fee for Service

Activities	Sub-activities	Service standards	Performance measurement	OWS obligations	Pricing
Access to BIS training	OWS is provided with details of BIS training courses. Additional training courses to be provided to OWS in national and state offices on request	Training is available to OWS BIS users and places are provided on scheduled BIS courses on request OWS staff are invited to attend "drop in" sessions for informal training	OWS users who seek places on scheduled courses are able to attend OWS users who seek to attend "drop-in" sessions are able to attend.	Staff will make bookings on scheduled courses in a timely manner and be released to attend courses	Additional training for OWS is Fee for Service
BIS availability	Provide and maintain BIS HR and FMIS system access Provide timely advice about planned system maintenance periods which require the system to be unavailable.	System to be available during the following times <ul style="list-style-type: none"> • Mon to Fri – 7.00am to 7.00pm at the local office time Excludes: <ul style="list-style-type: none"> • Thursday 7.00 pm to 12.00 midnight (AEST / AEDT) • The DEWR "shutdown" period between 12.00 midday (AEDT) on Christmas Eve and 7.00 am (AEDT) on the first normal working day after 1 January. • Other times as advised by the BIS Maintenance and Processing Schedule published each week. • Note: Outside these hours BIS is usually available in unsupported mode but availability is not guaranteed 	The system is available for transaction processing during the specified times The BIS Maintenance and Processing Schedule will be published every Friday containing advice about BIS availability for the following week and future periods as known	One weeks advance notice of any periods of planned work outside normal BIS availability to enable the BIS team to take this into account in the Maintenance and Processing Schedule.	Annual Fee

Schedule 2– Price of services OWS (Est 290 staff)

Service Provided	27 March 2006 – 30 June 2006 \$	
Business Services		
- Property and Lease Management (10% of Leasing Costs)	201,536	
- Corporate Directory (\$75/person/year)	5,438	
- Records Management (\$150/person/year)	10,875	
Human resources	30,257	
Financial management – FPS & BRATT	10,000	
BIS	7,500	
Total	270,606	
Add 10% GST	27,061	
Total Price	292,667	

NOTE:

Annual fee based on 290 employees. Additional employees will incur a further service charge, and new leasing arrangements will incur further charges relating to those leases.

Note: All leasing costs are assumptions, unless they are currently occupied and actuals are available. Leasing costs will be invoiced separately by United Group Ltd, estimated to be \$2,015,364 for 2005-06.

Schedule 3– Staff Pay Rates for provision of ‘Fee for Service’ activities and ad hoc requests

Employee Level	Applications development*	Per annum \$	Per day (230 days per year) \$	Per hour (7.5 hours per day) \$
	Contractor			Full costs as per the negotiated hourly rate for the contractor
EL2		108,941	474	85
EL1		90,265	392	74
APS 6		74,577	324	65
APS 5		63,753	277	58
APS 4		58,520	254	55
APS 3		52,180	227	52
APS 2		47,073	205	49
APS 1		41,433	180	45

* Support may be provided at all or selected levels depending on the development or support activity

Schedule 4– MoU contacts

GROUP	SERVICE AREA	ROLE/RESPONSIBILITY	CONTACT	PHONE	EMAIL	
Corporate	Business and Risk	MoU Manager	Paul Morton	6121 5218	paul.morton	
		Assistant MoU manager				
	Legal Branch	Procurement advice services	Dudley Grounds	6121 6028	dudley.grounds	
	Fraud investigation	Fraud matters	Thomas Stoddart	6121 5753	thomas.stoddart	
	Parliamentary	Parliamentary services	Janet Lever	6121 7940	janet.lever	
	Communications	Communications services	David Whitbread	6121 7953	david.whitbread	
	Business Services	Property and lease management	Paul Horsfall	6121 5547	paul.horsfall	
		Fleet Management	Paul Morton	6121 5218	paul.morton	
		General services (eg. tender services, gazetals)	Michael Owen	6121 7278	michael.owen	
		Procurement administration services	Michael Owen	6121 7278	michael.owen	
		Information Management	Grant Williams	6121 5253	grant.williams	
		Directories, Corporate Data	Grant Williams	6121 5253	grant.williams	
		Records management advice and tabling of file lists	Grant Williams	6121 5253	grant.williams	
	Human Resources	Agreements and performance	Peter Rainbird	6121 7235	peter.rainbird	
		Training and development	Kylie Tregea	6121 5337	kylie.tregea	
		OHS and EAP	Lorraine Shepherd	6121 7272	lorraine.shepherd	
		Capability and Career Development	Kylie Tregea	6121 5337	kylie.tregea	
		HR Operations (payroll etc.)	Craig Farrell	6121 5131	craig.farrell	
	Financial Management	Financial policy and services	Team leader	Emma Street	6121 5701	emma.street
			Taxation policy/advice			
Accounts Receivable and Payable						
End of Month (journals, reports, adjustments etc):						
Master Data Creation (vendors, customers etc)						
Budget reporting and treasury		Team leader	Tracy Irvine Justine Potter	6121 6954 6121 6449	tracy.irvine justine.potter	
		External Budget				
		Tax returns				
		Treasury, banking etc				
		Chart of Accounts				
BIS Management	Team leader	John Galliford	6121 7908	john.galliford		
	BIS Help desk					
	BIS Helpdesk Manager					
	BIS Access					
	BIS availability - BIS Release Manager					
	BIS system changes - requests					

		BIS training - BIS Training Manager			
Workplace Relations Legal Group		Legal advice	David De Silva	6121 7745	david.de.silva
Information and Communication Technology Services		Customer Relations	Barbara Petersen	6121 8009	barbara.petersen
OWS	Corporate Services	MoU Manager			
		Financial and operations manager			
		Human Resources			
	Information Management & Technology	IT Project Management			

MEMORANDUM OF UNDERSTANDING

between

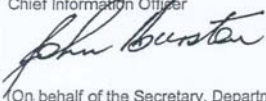
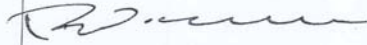
**THE DEPARTMENT OF EMPLOYMENT
AND WORKPLACE RELATIONS**

and

**THE OFFICE OF WORKPLACE
SERVICES**

FOR THE PROVISION OF
INFORMATION & COMMUNICATION
TECHNOLOGY SERVICES

2006-09

Information & Communication Technology Services	
John Burston Chief Information Officer 	Nicholas Wilson Director Office of Workplace Services 
(On behalf of the Secretary, Department of Employment and Workplace Relations)	
Date: <i>10 July 2006</i>	Date: <i>29 June 2006</i>

MEMORANDUM OF UNDERSTANDING

between

**THE DEPARTMENT OF EMPLOYMENT
AND WORKPLACE RELATIONS**

and

**THE OFFICE OF WORKPLACE
SERVICES**

FOR THE PROVISION OF
INFORMATION & COMMUNICATION
TECHNOLOGY SERVICES

2006-09

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John Burston Chief Information Officer (On behalf of the Secretary, Department of Employment and Workplace Relations)		Nicholas Wilson Director Office of Workplace Services
Date:		Date:

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MEMORANDUM OF UNDERSTANDING

The **Department of Employment and Workplace Relations** ('the department') and the **Office of Workplace Services** ('the client') agree to work in a co-operative manner for the purposes of this Memorandum of Understanding (MoU).

The MoU sets out the basis for the delivery of managed information and communication technology services by the department to the client.

The department undertakes to ensure services covered by this MoU are delivered competently and to the specified standards. The department further undertakes to use appropriate risk management tools.

The provision of managed services by the department is conditional upon, and subject to, all relevant legal obligations being adhered to.

This document should be read in conjunction with the Departmental Information Communication and Technology Product and Service Catalogue.

1. Approval of MoU

- 1.1 The MoU and any amendments are to be approved in writing by a delegate from the department as designated by the Secretary, and a delegate from the client as designated by the Director of OWS.

2. Scope of MoU

- 2.1 The MoU covers:

- (a) managed Information and Communication Technology (ICT) Services as described in Schedule 2; and
- (b) such other services as agreed in writing from time to time as described in Clause 5.

3. Period of Operation of MoU

- 3.1 The period of operation of the MoU is from 27 March 2006 and will continue for three years unless either party provides the other party with written notice of termination and the notice takes effect.
- 3.2 Either party must give at least six months written notice of termination to terminate some or all of the services covered by this MoU, unless otherwise agreed in writing by both parties. OWS reserves the right to market test for these services prior to renewal.
- 3.3 The parties may agree in writing to extend the period of operation for a nominated period.
- 3.4 Both parties will review this MoU at the end of each financial year to settle the scope of services and the fees payable for the following financial year. The review process will commence prior to the end of May and be concluded by the end of July.
- 3.5 In the event that this MoU is terminated for any reason prior to its effective term, or subsequent terms, it is recognised that charges may result from the termination of underlying contractual arrangements supporting this MoU. These charges are described in Schedule 4.
- 3.6 This clause (clause 3) is subject to clause 4, Machinery of Government changes (MoG).

4. Machinery of Government Changes

- 4.1 In the event of a Machinery of Government (MoG) change affecting either party then the terms of the MoU will be reviewed by both parties to the MoU as soon as possible to determine the need for changes to, or termination of, the MoU. Both parties undertake to make reasonable efforts to ensure continuity of services.
- 4.2 In the event of a MoG change, the provisions of clause 3.2 will not apply and the parties will be free to terminate or extend services by agreement and with reasonable notice, taking into account the time required for complete disengagement if required. The parties must make all reasonable efforts to avoid or minimise dislocation of the operations of either party.
- 4.3 In the event of a MoG change affecting the MoU fee arrangements of the services, the charges and payments will be reviewed and agreed upon following negotiation between the parties.

5. New or Changed Services

- 5.1 The department is required by this MoU to provide only the services identified in the Schedules to this MoU. Any new service requirements that may arise will be the subject of individual negotiation (which includes full costing) between the parties.
- 5.2 The department, in consultation with the OWS reserves the right to alter services as required, in line with its normal business operations. The department will formally advise the client of any alterations to services through the client's Account Manager.
- 5.3 The client will formally advise the department of requests for new or amended services, through the department's Account Manager. The department will provide responses to the client requests within a reasonable timeframe.

6. Departmental ICT Policies

- 6.1 The services provided by the department under this MoU are based on a set of key policies and practices:
- (a) the department's ICT Security Policy
 - (b) the department's standard operating environment
 - (c) Commonwealth audit practices
 - (d) the department's ICT Product and Service Catalogue.
- 6.2 The department will consult with the client in advance of any proposed changes to any of its policies and practices. The client agrees to consider the application of these policies and practices.
- 6.3 The department's standard operating environment is the endorsed list of hardware and software products that comprise its supported ICT environment. Unless otherwise agreed between the parties, all services provided under this MoU are to be delivered using only products from the standard operating environment. The department in its discretion, after consulting with the client will determine future changes to this environment.

- 6.4 The department is to be consulted prior to the acquisition of any hardware or software intended to be configured with the services provided under this MoU. This consultation is to occur regardless of how the acquisition is funded.
- 6.5 Both parties agree to facilitate, where required to do so, authorised audits or other authorised investigations conducted on or by either party. Where issues are raised by such audits or investigations, both parties will work to resolve them through mutual co-operation as soon as possible.
- 6.6 The department will publish Service Advice Notes where particular situations arise which require user awareness or action. The client and its staff are required to take reasonable steps to comply with these advices.
- 6.7 The client will use reasonable endeavours to ensure any third parties (eg consultants) using the ICT Services comply with all requirements and obligations set out in this MoU.

7. Liaison

- 7.1 This MoU will be managed by MoU Managers whose details appear at Schedule 5.
- 7.2 Each party shall be represented by an Account Manager at the EL2 level (or equivalent), who shall manage the relationship and liaise on day-to-day service delivery issues. The Account Managers will maintain an up-to-date list of the Contact Officers.
- 7.3 The Account Managers is to meet at mutually agreed times. The outcomes of these meetings will serve as the agreed documentation of operational issues, their status and progress.
- 7.4 The Management Committee whose role is outlined in Schedule 5 is to provide high-level guidance in the management of the MoU. It shall meet at mutually agreed times.

8. Financial Arrangements and Exclusions

- 8.1 Details on charging arrangements and payment methods are addressed in Schedule 4.
- 8.2 All assets involved in the delivery of services are the property of the department where applicable, with the exception of:
- (a) end user desktop equipment – this includes, but is not limited to, PCs, screens and all peripherals
 - (b) server hardware – this includes, but is not limited to, any equipment hosting client applications but only applies to server hardware purchased and exclusively used by the client
 - (c) printers, facsimile and scanners – network and local devices (including multi-function devices)
 - (d) other devices - this includes, but is not limited to, devices such as portable integrated communications devices (PEDs, e.g. BlackBerries, laptops, Tokens, GRPS mobiles, I-mode).
- 8.3 All aspects of warranty, depreciation and hardware maintenance of client assets are the responsibility of the client unless otherwise negotiated.

- 8.4 Arrangements for and charges relating to the following items are the responsibility of the client:
- (a) freight – arrangements for transportation of equipment for any reason including maintenance
 - (b) cabling - arrangements for cabling services at client sites.
- 8.5 The client acknowledges that any of its assets utilised in the delivery of the departments services must comply with specifications as provided by the department.
- 8.6 The department may facilitate the ordering of client assets related to the delivery of services under this MoU.

9. Performance Reporting

- 9.1 Both parties will use reasonable efforts to ensure that specified service standards are met.
- 9.2 A monthly report will be provided to the client on the delivery of ICT Services.
- 9.3 Additional reports may be requested by the client relating to data that is readily available for services provided under this MoU.
- 9.4 Should a dispute arise from the content of the reports that may affect the payment made by the client then the dispute resolution process detailed in Clause 10 should be invoked.

10. Dispute Resolution

- 10.1 If either party has an issue concerning a matter within the scope of the MoU requiring resolution, then the agreed process will be as follows:
- (a) the party who has identified the matter must notify the other party's Account Manager within five working days of the identification of the matter
 - (b) if discussions between the Account Managers do not resolve the matter, then the matter must promptly be presented in writing to the Management Committee
 - (c) the Management Committee will not consider the matter unless (a) and (b) above have been complied with
 - (d) the Management Committee will take reasonable steps to resolve the matter
 - (e) should the Management Committee fail to resolve the matter, the matter shall be referred to the Senior Managers, who will settle the matter.

11. Access

- 11.1 The client will provide the department and its agent's full access to all sites covered by this MoU.
- 11.2 The department will comply with all the clients security requirements including clearances where these apply to third parties.
- 11.3 The client will provide a suitable secure location (ICT cabling and equipment closet) in each site to house the department's ICT equipment in accordance with the department's standards.
- 11.4 The client will restrict access to this location to essential personnel only, including by restricting access from its own staff.
- 11.5 The department reserves the right to conduct inspections of any site covered by this MoU. The department agrees to notify the client prior to site inspections occurring.
- 11.6 The client will inform the department of any site works that may involve access to or impact on these secure locations prior to their commencement.
- 11.7 The client will ensure that the department's assets installed on-site involved in the delivery of ICT services and installed in a client site are only to be accessed by the department or its approved agents.

12. ICT Security

- 12.1 The client will comply with the department's ICT Security Policy subject to the provisions of clause 6.2.
- 12.2 Desktop Services provides a point of access to other networked facilities: data, applications and information services. User authentication to the department's ICT environment is managed using two-level authentication.
- 12.3 The department's ICT Security Policy, supporting smartcards permits only one smartcard per user and incorporates photo identification as a mandatory requirement. Integrated building access is not supported.
- 12.4 The department reserves the right to suspend all or part of the network service in the event of any threat, real or perceived, to the department's network and related infrastructure. This includes, but is not limited to, the detection of viruses or possible illegal incursions onto the department's systems or network. The department undertakes to inform the client within a reasonable timeframe regarding any departmentally initiated suspension of service which is implemented in response to such an incursion. The client acknowledges that this does not constitute a failure to deliver services under this MoU.

13. Change and Release Management

- 13.1 Change and Release Management policies aim to ensure the structured implementation of regular maintenance, new releases and authorised upgrades. Changes are scheduled for implementation during agreed maintenance or non-prime time periods, so as to maintain high availability for prime service hours.
- 13.2 Emergency maintenance and releases may also occur; these are limited to critical security or critical application fault rectification only. These are at the discretion of the department.
- 13.3 The client will follow the department's Change and Release Management policies.

14. Department's Strategic Direction

- 14.1 The department's strategic direction as it relates to its managed services is to maintain currency and compatibility of both software and infrastructure.
- 14.2 Upgrades to the desktop and server image follow closely the Microsoft product release cycle. Support is provided only for the current and most recent standard software images.
- 14.3 The latest hardware configuration and software details are available from the ICT Service Catalogue.
- 14.4 The client agrees to migrate to platforms and services provided under this MoU as required by the department. This will be undertaken within reasonable timeframes as mutually agreed. If DEWR implements changes that effect the operation of platforms or servers to the client, the department will bear the costs of migration and development of applications and software.

Schedule 1 - Establishment of service

1. Establishment of service

- 1.1 Establishment of services under this MoU is to client sites listed in Schedule 6.
- 1.2 Additional sites may be added to Schedule 6 as requested by the client during the period of the MoU. Any additional sites will operate under the conditions of this MoU.
- 1.3 Charges associated with establishment/transition are addressed under Schedule 4, Clause 1.2.

2. Transition

- 2.1 The services delivered by the department under this MoU shall be implemented in a rollout from a mutually agreed date. This is addressed in the rollout plan detailed in Clause 3 of this schedule.
- 2.2 The department shall be responsible for supporting the agreed services in each site from the date the site is mutually agreed as being commissioned as detailed in Schedule 6.
- 2.3 The department shall assume the role of Internet Service Provider (ISP) for the client at a date agreed upon and detailed in Schedule 6, Clause 4.1. This is necessary to allow the department to host and operate internet-based sites and services on behalf of the client.

3. Rollout Plan

- 3.1 The following activities are included in the rollout plan:
 - (a) transfer of email and data files
 - (b) delivery and installation of equipment
 - (c) attendance of ICT support staff
 - (d) user assistance
 - (e) commissioning of site.
- 3.2 The site will be deemed commissioned when both parties agree that the rollout and transfer of services have been finalised to a satisfactory level. This is part of the quality assurance process and acts as a sign-off step in the transition project.

Schedule 2 - Managed Services

1. Managed Services

- 1.1 The department will provide an agreed set of managed services to the client. The department defines managed services as a package of technologies, processes and procedures to deliver the client a product.
- 1.2 The client acknowledges that the managed services are delivered as part of a managed environment and the details of the department's internal operations are commercial-in-confidence to the department.
- 1.3 The department will undertake reasonable efforts to meet appropriate service levels or targets for each managed service offered under this MoU. A general overview of service levels are provided in Schedule 3.
- 1.4 The client is required to initiate communications with the department through the department's approved channels (being the Account Manager and the department's Service Desk).
- 1.5 Managed services can be described in five distinct categories:
 - (a) network communications services
 - (b) desktop services
 - (c) infrastructure services
 - (d) application development and maintenance services
 - (e) other services as agreed.
- 1.6 These managed services are made up of several components. Some limited choice is available to the client in the selection of these components; however, the client acknowledges that these services and components are delivered in this bundled manner.
- 1.7 The client acknowledges that some of these services have dependencies on other services being in place.
- 1.8 Descriptions of these managed services are provided within this MoU; additional information on these services is available in the external client section of department's ICT Service Catalogue.
- 1.9 The client's assets utilised in the delivery of the department's services are required to comply with specifications as provided by the department.

2. Managed Service Descriptions

Network Communications Services

2.1 These services include, but are not limited to:

- (a) Wide Area Network (WAN) Services - Provision of managed network infrastructure delivering connectivity between all nationally located sites listed in this MoU and the department's central data centres
- (b) Local Area Network (LAN) Services - Provision of managed network infrastructure delivering connectivity within sites listed in this MoU
- (c) Wireless Access Services – Provision of managed secured wireless access points in all sites allowing connectivity to the department's network by any customer of the department
- (d) Internet Access Services - Provision of managed network infrastructure delivering facilities capable of hosting Internet facing sites and services, including Internet browsing functionality to the desktop.

Desktop Services

2.2 These services include, but are not limited to:

- (a) Supported Desktop Image (full client) - Provision of managed desktop image on equipment connected to the department's network. This service includes Service Desk support and local technical support where available (described in Schedule 3)
- (b) Supported Desktop Image (thin client) - Provision of managed desktop image installed on client equipment (that meets departmental standards), connected to the department's network. This solution is based on a thin client model; most desktop applications are hosted remotely. This service includes Service Desk support and local technical support where available
- (c) Network Printing Services – Printing services are limited to delivering connectivity to network enabled printing systems (that meet departmental standards). All consumables are the sole responsibility of the client.

Infrastructure Services

2.3 These services include, but are not limited to:

- (a) Email Services – Provision of a managed email facility via the department's electronic messaging solution
- (b) Integrated Voice Messaging Services – Provision of voice mail messages to be delivered directly to the client's email inboxes. This service depends on the telephony services utilised by the client
- (c) Integrated Facsimile Services - Provision of Facsimile to be delivered directly into client's email accounts
- (d) Data Storage Services – Provision of centrally stored and backed-up data repositories for the client. Upon termination of the MoU, arrangements will be made for copies or extracts of data held on departmental systems. The cost of this process will be billed separately on a time and materials basis. Once the client data has been provided the department will no longer retain any data that was the sole property of the client
- (e) Security Services - Provision of a secure and monitored network environment
- (f) Internet Hosting Services - Provision of Internet infrastructure services; this includes domain name hosting, fire-walling and the ability to have applications hosted within the department's managed Internet environment
- (g) Application Hosting Services – Provision of a managed environment for the department's corporate applications being accessed by the client and to deploy client applications. This service allows for both internal and external facing solutions
- (h) Legacy Application Hosting Services - Provision of an environment in which applications deemed by the department as 'legacy' can be housed. Legacy is defined as an application that does not fully integrate into the department's managed environment.

Application Development and Maintenance Services

2.4 These services include, but are not limited to:

- (a) Access to an application development and application maintenance service from the department. All costs in relation to scoping work undertaken for possible application development engagements are to be fully met by the client. It is the department's option to undertake or not any development for the client, as it sees fit. All costs for application development and their subsequent support and maintenance are to be met by the client.

Other Services

- 2.5 Other services may be offered to the client by the department. These services include:
- (a) Remote Access Services (home/mobile) - Provision of a secure mechanism through centrally hosted infrastructure allowing remote connectivity to the department's network, providing limited services from non-departmental devices. This service is accessed by means of a 'smart token', which is issued by the department but paid for by the client, to allow access to Citrix based RAS
 - (b) Voice – a Managed Voice Service (MVS) as agreed between the department and the client
 - (c) PEDs - support of connectivity of PEDs to the DEWR network.
- 2.6 The client may request additional or changed services from the department. It is at the department's discretion to undertake the delivery of any additional or changed service.
- 2.7 Any additional or changed services provided by the department to the client will be on the same basis of full cost recovery as all other services.
- 2.8 The client may require the department to undertake investigations as part of audit, security or other issues concerning data or logs stored by the department. These services will be provided by the department to the client on a full cost recovery basis.
- 2.9 Other technologies and solutions not expressly described in this MoU will not be interpreted as part of any existing service offering, unless subsequently offered by the department.

3. Scheduled Unavailability

3.1 Unless otherwise negotiated, Services will be unavailable as follows:

Thursday	19:00 to midnight	AEST/AESST
2 nd Sunday of each month	08:00 to midday	AEST/AESST

3.2 Unless otherwise negotiated, the Service Desk (including out-of-hours support) is unavailable as follows:

National Public Holidays
 Christmas shut down period (from 12.30 pm on the last working day before Christmas day to 8.00 am on the first working day after New Year).

3.3 The department reserves the right to alter these scheduled unavailability periods. The department will notify the client of any changes to these periods.

3.4 Service complaints that cannot be resolved through the Service Desk should be reported to the Account Managers.

4. Service Levels by Service

Network Communications Services

4.1 Service levels under this category are as follows:

- (a) Wide Area Network (WAN) Services – the department will monitor link capacity to ensure sufficient bandwidth is available. If the department determines that the client's utilisation of any link results in the links exceeding performance limits (as identified in the ICT Service Catalogue) the client may be charged additional costs to rectify this problem. Any charging will be subject to full consultation;
- (b) Local Area Network (LAN) Services – the department will monitor link capacity to ensure sufficient bandwidth is available. If the department determines that the client's utilisation of any link results in the links exceeding performance limits (as identified in the ICT Service Catalogue) the client may be charged additional costs to rectify this problem;
- (c) Wireless Access Services – the department will provide sufficient access points to facilitate client connectivity demands; and
- (d) Internet Access Services – end-to-end response times are not guaranteed for any internet delivered service, as there are too many variables outside the department's control. The department will monitor link and infrastructure capacity to ensure sufficient bandwidth is available.

Desktop Services

4.2 Service levels under this category are as follows:

- (a) Supported desktop image (full client) – Desktop Services have been designed to maintain consistent performance. Response times that exceed 30 seconds for a period of 30 minutes should be reported immediately to the Service Desk;
- (b) Supported desktop image (thin client) - Desktop Services have been designed to maintain consistent performance. Response times that exceed 30 seconds for a period of 30 minutes should be reported immediately to the Service Desk; and
- (c) Network Printing Services – No service level is applicable for this item.

Infrastructure Services

4.3 Service levels under this category are as follows:

- (a) Email Services – service availability conditions apply as described in paragraph 2.5;
- (b) Integrated Voice Messaging Services - service availability conditions apply as described in paragraph 2.5;
- (c) Integrated Facsimile Services -service availability conditions apply as described in paragraph 2.5;
- (d) Data Storage Services – service availability conditions apply as described in paragraph 2.6;
- (e) Security Services - no service level is applicable for this item;
- (f) Internet Hosting Services - service availability conditions apply as described in paragraph 2.6;
- (g) Application Hosting Services – service availability conditions apply as described in paragraph 2.6; and
- (h) Legacy Application Hosting Services - service availability conditions apply as described in paragraph 2.6. Applications deemed legacy have limited support provided by the department.

Application Development and Maintenance Services

4.4 Service levels under this category are as follows:

- (a) Application Development and Maintenance Services – These are agreed on a case-by-case basis.

Other Services

- 4.5 Other services that may be agreed for delivery by the department will have service levels agreed as part of their delivery. Services include:
- (a) Remote Access Services (home/mobile) - Desktop Services have been designed to maintain consistent performance. Response times that exceed 30 seconds for a period of 30 minutes should be reported immediately to the Service Desk;
 - (b) Voice – there are various service targets contained within the department's MVS contract.
 - (c) PEDs – service level applies only to connectivity to the network (see paragraph 4.1)

5. Support Services

User Support

- 5.1 The Service Desk provides a single point of contact for support services.
- 5.2 On-site technical support can be delivered where available. Due to site locations, however, on-site support may be limited.

Service Desk

- 5.3 The Service Desk provides the user contact point to support the full range of services provided by IT Services Group to departmental users, clients and customers. This service underpins all of the managed services delivered through the MoU. Service availability conditions apply as described in paragraph 3.2.
- 5.4 As a single point of contact, the Service Desk aims to provide advice, guidance and the rapid restoration of normal services to its users and customers.

MoU Support

- 5.5 Service complaints that cannot be resolved through the normal user support services should be reported to the Account Manager. See Schedule 5 – MoU Managers for details.

Requests for new or changed services or other enquiries not associated with fault reporting should be addressed to the Account Manager. See Schedule 5 for details.

Backup and Recovery

- 5.6 The department does not provide backup and recovery services at the Desktop level. The standard Desktop image is equipped with CD writing software allowing users to perform their own backups if required. The client is responsible for providing all required consumables.
- 5.7 The department provides a comprehensive backup regime for data files stored on LAN storage systems. The frequency and scope of these backup services is defined in the department's ICT Service Catalogue.

Equipment Services

- 5.8 Support of equipment owned by the department is provided under warranty and maintenance agreements with the providers.
- 5.9 While all aspects of warranty and hardware maintenance of client assets are the responsibility of the client, these agreements may be administered by the department by agreement.
- 5.10 Moves, additions and changes that do not require physical attendance or additional cost are covered by this MoU.
- 5.11 Site cabling work is the responsibility of the client.

Schedule 4 – Charging and Payments

1. Charging and Payment Arrangements

1.1 There are three categories of charging under this MoU:

- (a) charges associated with establishment and transition
- (b) charges associated with the ongoing managed service delivery
- (c) charges for projects or other ‘one-off’ activities.

Establishment and Transition Charges

1.2 Establishment and Transition charges relate to the one-off costs incurred by the department in putting in place the new services outlined in this MoU. Where possible these charges shall be agreed in advance by the department and the client, otherwise they are to be agreed as work is undertaken. These charges will be separately billed on a full cost-recovery basis to the MoU Manager for the client once the delivery of the service is complete. These bills are payable within 30 days.

Ongoing Charges

1.3 The client shall be billed on a full cost-recovery basis for the ongoing charges relating to the services outlined in this MoU. These charges, which are explained further in this schedule, include the costs incurred by the department in providing the managed services and the management and administration of these services for this MoU.

1.4 The ongoing charges shall be reviewed annually by the department and the client, to take account of the changing costs to the department of providing these services.

1.5 These ongoing charges will be billed to the client quarterly in advance, and all bills will be payable within 30 days.

One-off Charges

1.6 These charges relate to all ‘one-off’ activities undertaken by the department for the client under this MoU, excluding those activities covered under establishment and transition charges. The work involved in delivering these services will be agreed in advance by the department and the client. Billing for these services will occur monthly as the service is delivered. These bills are payable within 30 days.

1.7 Application Development and Maintenance Services are considered one-off charges; these will be separately billed on a full cost-recovery basis.

1.8 As described in Schedule 2, any research or investigative work required by the client as part of audit, security or other issue that concerns data or logs stored by the department will be charged on a full cost-recovery basis.

1.9 In certain situations, a ‘one-off’ activity (such as establishing a new office) will entail ongoing charges as well as one-off charges. These ongoing charges will be agreed as part of settling the full costs of the activity.

Early Termination Charges

- 1.10 In the event that this MoU is terminated for any reason prior to its effective term, or subsequent terms, it is recognised that charges may result from the termination of underlying contractual arrangements supporting this MoU. Any such charges shall be passed through to the client on a pro-rata basis and shall be payable within 30 days of billing.
- 1.11 The department will take reasonable endeavours to mitigate any loss resulting from early termination.

2. Ongoing Charges

- 2.1 The department has estimated the cost of providing the services outlined in this MoU based on:
- (a) the department being able to negotiate new or extend its existing contractual and licensing arrangements to support the client
 - (b) these charges being exclusive of any existing client contractual or licensing arrangements.
- 2.2 The charging arrangements exclude any costs relating to client-owned equipment for hardware depreciation/maintenance. These additional equipment and service charges would only be incorporated into this MoU after negotiation (which includes full costing) on a case-by-case basis.
- 2.3 Charges may be reviewed to address alterations in numbers of clients, desktops and other equipment or services being utilised throughout the billing period.

Network Communications Services

- 2.4 The charging arrangements for Network Communications Services cover, but are not limited to, the client's share of the costs associated with the Internet Gateway Environment (IGE), WAN and LAN facilities as follows:
- (a) data services
 - (b) software licensing and maintenance
 - (c) hardware maintenance and asset depreciation
 - (d) infrastructure and other IT support services
 - (e) the associated HR costs.
- 2.5 The communications costs will be apportioned depending upon, but not limited to the following:
- (a) for the client's share of the Communications Network ("central trunks") infrastructure and services provided there will be an annual fee
 - (b) the cost of data communication services (such as "network tails") used solely by the client will be passed through

- (c) for sites where the client requirement necessitates additional communication equipment being installed or upgraded, all associated costs will be passed through.

Desktop Services

2.6 The charging arrangements for Desktop Services cover, but are not limited to:

- (a) core software licensing and support for the standard Desktop configurations
- (b) infrastructure and other ICT support services
- (c) the associated HR costs.

2.7 Costs are calculated on a per Desktop basis.

Service Desk Services

2.8 The charging arrangements for Service Desk are incorporated as part of the service fee for all services.

Infrastructure Services

2.9 The charging arrangements for Infrastructure Services are based on, but not limited to:

- (a) the client being supported on the department's shared infrastructure environment where agreed
- (b) the provision of 'device only' support for dedicated - i.e. client only - servers (unless negotiated otherwise).

2.10 The charging arrangements for Infrastructure Services cover the client's share of costs associated with the following:

- (a) software licensing, maintenance and depreciation
- (b) hardware maintenance and hardware depreciation (for departmentally owned equipment)
- (c) infrastructure and other ICT support services including application hosting
- (d) the associated HR costs.

2.11 For 'device only' supported equipment the client is responsible for software licensing, depreciation and asset management. This equipment and associated services would only be incorporated in this MoU after negotiation (which includes full costing) on a case-by-case basis.

2.12 Additional costs may be incurred by the client if additional infrastructure is required due to an identified requirement of the client. These would be agreed by the client and billed on a case-by-case basis.

2.13 The costs exclude the provision of additional application servers. Application requirements are addressed below in Application Services.

Other Services

- 2.14 RAS Services are considered additional and will be charged per service account issued.

Application Development and Maintenance Services

- 2.15 No Application Development and Maintenance Services have been requested or costed as part of this MoU. The inclusion of future Application Services will be negotiated, costed and agreed on a case-by-case basis.
- 2.16 The charging arrangements for Application Services will be on the basis of full cost recovery, including initial development work and ongoing maintenance for all hardware and software.

3. ASSETS AND LICENSING

- 3.1 Unless otherwise agreed, all ICT assets involved in the delivery of services to the client are the property of the department, with the notable exception of desktop hardware and application servers which have been acquired by the client and are used exclusively by the client. (Refer to Financial Exclusions, paragraph 8.3 of the MoU)
- 3.2 All software licensing used in the delivery of the department's desktop or server images are included in the charges.
- 3.3 The department may have entered into contracts for the provision of software licenses and/or services with third parties that may extend beyond the term of this MoU. The client will remain liable for its share of these costs.
- 3.4 Additional software that the client may specifically require as part of conducting its business will be paid for by and remain the property of the client.

4. GST

- 4.1 The terms used in bold in this clause have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 4.2 Unless otherwise indicated, all **consideration** for any **supply** made under this MoU is exclusive of any **GST** imposed on the **supply**.
- 4.3 If one party (the supplier) makes a **taxable supply** to the other party (the recipient) under this MoU, on receipt of a **tax invoice** from the supplier, the recipient must pay without setoff an additional amount to the supplier equal to the **GST** imposed on the **supply** in question.
- 4.4 Neither party may claim from the other party under this MoU any amount for which the first party may claim an **input tax credit**.

5. Summary of Charges per Managed Service 2005-2006

	<i>Network Communications Services \$1,250 per PC p.a.</i>	<i>Desktop Services \$1,825 per PC p.a.</i>	<i>Infrastructure Services \$2,570 per PC p.a.</i>
<i>Base Charges for services</i>			
<i>Plus estimated pass through costs for services</i>	<i>e.g. Dedicated data links from backbone to site.</i>		

<i>Fee for Service</i>	<i>Application Development and Maintenance Services p.a.</i>		
<i>Application name</i>	<i>e.g. Claims 2.</i>		
<i>Development cost</i>			
<i>Maintenance cost</i>			

Charges for other delivered services as agreed

<i>Service provided</i>	<i>a. [RAS PCs/Laptops.] \$1,200 per PC p.a.</i>	<i>b. [Tokens/PEDs] \$100 per token p.a. \$300 per PED p.a.</i>	<i>c. [Voice Services] \$1,520 per person p.a.</i>
<i>Base Charges for services</i>			
<i>Any additional costs for one-off services – Fee for service or pass through.</i>			

Schedule 5 - MoU Managers

1. MoU Managers

Representatives

At the time of signing the MoU:

	The Client	The Department
Account Manager	Shirley Byrne	Barbara Petersen
Management Committee	Alfred Bongi Anya Moore	John Burston, Rose Giumelli, Mark Haughey, Dave Drury, Kerrie Reyn
Senior Managers	Nicholas Wilson	John Burston

2. Role of the Management Committee

- 2.1 The role of the Management Committee is to provide high-level guidance in the management of the MoU.
- 2.2 In the event an issue cannot be resolved via the Management Committee it shall be referred to the senior managers who shall resolve the matter.
- 2.3 The committee shall meet at mutually agreed times.

3. Client Sites

3.1 Sites agreed to be serviced under this MoU at time of signing

City	Site Address	Total staff provision	Phase 1 or 2	New Site
Sydney	L 8, 477 Pitt St	37	1	no
Newcastle	265 Wharf Road	7	1	no
Canberra	12 Mort St	9		no
Coffs Harbour	73 Albany St	5	2	yes
Orange	Byng St	5	2	yes
Wagga Wagga	25 Tompson St	5	2	yes
		68		
Brisbane	L 16, 200 Mary St	39	1	yes
Townsville	235 Stanley St	5	2	yes
Rockhampton	34 East St	5	2	yes
Toowoomba	Cnr 12 Neal & Laurel St	5	2	yes
Gold Coast	50 Cavill Ave	5	2	yes
Cairns	Cnr Grafton & Sheild St	5	2	yes
		64		
Hobart	188 Collins St	6	1	no
Launceston	Cornwall Sqr	5	2	yes
		11		
Melbourne	L 8, 414 LaTrobe St	46	1	no
Bendigo	Crn Murray & Meyers St	5		no
Traralgon	6- 8 Grey St	5	2	yes
Warrnambool		5	2	yes
		61		
Adelaide	L 2, 115 Grenfell St	20	1	no
Port Augusta		5	2	yes
Mount Gambier	38 Sturt St	5	2	yes
		30		
Perth	L 11, 250 St Georges Terr	7	1	no
Bunbury	25 Casuarina Dr	5	2	yes
Broome		5	2	yes
Kalgoorlie	Suite 3 349 Hannan St	5	2	yes
		22		
Darwin	L 7, 80 Mitchell St	10	1	no
Alice Springs		5	2	yes
		15		
City	Site Address	Total staff provision	Phase 1 or 2	New Site
Canberra	18 – 20 Brindabella Cct	54	1	no
		54		
Total		325		

4. Role of Internet Service Provider

- 4.1 The department shall assume the role of Internet Service Provider (ISP) for the client as at 27 March 2006