| NSW Government | Core and  |
| --- | --- |

Core& One for As-A-Service

***Guidance note: This Agreement is for low risk procurement up to $1,000,000 (exclusive of GST). Refer to Core& Guidelines for further details.***

This is an agreement for:

|  |
| --- |
| *Add solution overview* |

to meet the following business need:

|  |
| --- |
| *Add business need* |

This agreement is made up of:

1. the core terms – version: 1 December 2019 (“**Core Terms**”)
2. the annexed solution requirements for As-A-Service (“**Solution Requirements**”)
3. any documents attached to the Solution Requirements

(this “**Agreement**”).

Any document in this list takes priority over those documents listed after it. Any terms that conflict with, or limit the operation of, a document earlier in the list will have no legal effect. Section 17 (**Seller Terms**) of these Solution Requirements applies to the incorporation of any Seller Terms.

# This Agreement is between:

## “us” the Buyer.

|  |  |
| --- | --- |
| Name of Buyer:  |  *Add Department name*for and on behalf of the Crown in Right of the State of New South Wales |
| ABN:  |  |
| Signed by Buyer’s authorised representative (without personal liability): |  |
| Print name:  |  |
| Witnessed by: |  |
| Print name: |  |
| Date: |  |

## “you” the Seller.

|  |  |
| --- | --- |
| Name of Seller:  | *Add correct details of the relevant legal entity* |
| ABN:  |  |
| Signed by Seller’s authorised representative: |  |
| Print name: |  |
| Witnessed by:  |  |
| Print name:  |  |
| Date: |  |

**Content**

[1. Terms used in these Solution Requirements 4](#_Toc26439095)

[2. Service description 4](#_Toc26439096)

[3. Who can use the As-A-Service solution 4](#_Toc26439097)

[4. Fees 4](#_Toc26439098)

[5. Estimated volumes and spend assumptions. 5](#_Toc26439099)

[6. Agreement Period 5](#_Toc26439100)

[7. Intellectual property 5](#_Toc26439101)

[8. Availability hours 5](#_Toc26439102)

[9. Support 6](#_Toc26439103)

[10. Performance monitoring and reporting 6](#_Toc26439104)

[11. Additional security requirements 6](#_Toc26439105)

[12. Relevant policies and standards 6](#_Toc26439106)

[13. Locations 7](#_Toc26439107)

[14. Buyer data 8](#_Toc26439108)

[15. Changes to the As-A-Service Solution 8](#_Toc26439109)

[16. Insurance 9](#_Toc26439110)

[17. Seller terms 9](#_Toc26439111)

[18. Your contact person for notices and any issues relating to this Agreement 9](#_Toc26439112)

[19. Our contact person for notices and any issues relating to this Agreement 10](#_Toc26439113)

[Add attachments if required 11](#_Toc26439114)

### Terms used in these Solution Requirements

Capitalised terms used in these Solution Requirements:

* have the meaning set out in these Solution Requirements
* or if not defined in these Solution Requirements, have the meaning given in the Core Terms

### Service description

You will provide the following “**As-A-Service Solution**” to us:

|  |
| --- |
| *Add service description. Refer to attachment or link if required*  |

### Who can use the As-A-Service solution

The following people, or group, can use the As-A-Service Solution:

|  |
| --- |
| *Add the scope of the group of users permitted to use the As-A-Service Solution. For example, this may be a specified number of users, an entire agency, or may be linked to pricing ranges* |

### Fees

We will pay for the As-A-Service Solution:

|  |
| --- |
| *Add fees* |

The fees include all taxes, except GST. In addition, we will pay GST in accordance with applicable law.

You may invoice at the frequency specified below:

|  |
| --- |
| *Add invoicing frequency* |

Invoices should be sent to the following contact details:

|  |  |
| --- | --- |
| Name:  |  |
| Role:  |  |
| Phone:  |  |
| Email: |  |

### Estimated volumes and spend assumptions.

We estimate our approximate spend below. This is solely for our own internal purposes to assist in assessing the fees payable on a consumption basis, and is not in any way contractually binding.

You must tell us if you become aware that we are likely to exceed these estimates.

|  |
| --- |
| *Add estimated volumes and spend assumptions* |

### Agreement Period

You will provide the As-A-Service Solution:

|  |  |
| --- | --- |
| From the “**Commencement Date**”:  | *Add Commencement Date* |
| for the “**Agreement Period**:  | *Add Agreement Period* |

After termination or expiry, if requested, you must provide disengagement services for up to 3 months, as set out in the Core Terms.

### Intellectual property

You license us to use the As-A-Service Solution and any accompanying materials for the Agreement Period.

**New materials**

Under the Core Terms, any New Materials you create are owned by you and licensed to us - unless alternative arrangements are included here in the Solution Requirements. For this As-A-Service Solution, the following alternative arrangements apply:

|  |
| --- |
| *Add alternative intellectual property arrangements for the As-A-Service Solution – or write “Not applicable”* |

### Availability hours

You must make the As-A-Service Solution available to us:

* in accordance with the following availability commitments:

|  |
| --- |
| *Add availability commitments for the As-A-Service Solution* |

* and in accordance with any other service levels specified below:

|  |
| --- |
| *Add service levels, and refer to attachment or link if required. As an example, relevant service levels may include: performance, security, no data loss, provisioning time, service restoration time* |

### Support

If the As-A-Service Solution fails to comply with the Agreement, you must fix the problem as soon as reasonably possible and in accordance with relevant service levels.

You must provide help desk services as follows:

|  |  |
| --- | --- |
| Help desk services: | *Add help desk services description* |
| Help desk hours:  | *Add help desk hours* |
| Help desk contact details:  | *Add help desk contact details* |

### Performance monitoring and reporting

You will provide the following performance monitoring and reporting:

|  |  |
| --- | --- |
| Reporting on performance of the As-A-Service Solution: | *Add reporting on performance requirements* |
| Technical arrangements for enabling our performance monitoring of the As-A-Service Solution at any time:  | *Add technical arrangements for performance monitoring* |

### Additional security requirements

In addition to the security requirements contained in clause 9 (**Security**) of the Core Terms, you must comply with the additional security requirements set out below:

|  |
| --- |
| *Add additional security requirements – or write “Not applicable”* |

### Relevant policies and standards

You agree to comply with the following policies and/or standards relevant to the As-A-Service Solution:

|  |
| --- |
| *Buyer to add relevant NSW Government policies and standards – or write “Not applicable”* |

**ICT accessibility**

Where required by us, the As-A-Service Solution must meet Accessibility Standard AS EN 301 549.

Choose option 1 or 2 and mark with an X.

|  |  |  |
| --- | --- | --- |
|  | Option 1:  | The As-A-Service Solution must comply with Accessibility Standard AS EN 301 549 in the following areas:  |
|  |
|  | Option 2: | We do not require compliance with Accessibility Standard AS EN 301 549 for the As-A-Service Solution. |

### Locations

You must comply with clause 8 (**Privacy**) of the Core Terms, which prohibits you from transferring Personal Information outside Australia or accessing Personal Information from outside Australia.

You must not transfer any Buyer Data outside Australia except where we expressly consent to certain additional locations (at our election):

* in those limited circumstances which:
	+ do not involve the transfer of, or access to, Personal Information outside Australia; and
	+ and are limited to testing or development work
* subject to conditions which ensure that our Confidential Information is managed in accordance with our obligations under the *State Records Act 1998 (NSW)*),

as set out below (if applicable):

|  |
| --- |
| *Add additional locations where Buyer Data may be stored / processed / accessed outside Australia (in the limited circumstances set out above), together with details of the conditions applying – or state “not applicable”* |

You must only perform work associated with the As-A-Service Solution - including development work, hosting, operations, support and maintenance, and any work performed via remote access - in Australia, and from the following locations approved by us outside Australia (if any):

|  |  |
| --- | --- |
| Locations for all components of your As-A-Service Solution, including production systems, which are outside Australia:  | *Add locations for all components of your As-A-Service Solution that are outside Australia - otherwise write “Not applicable”* |
| Locations for work associated with the As-A-Service Solution that is performed outside Australia | *Add locations where work may be performed outside Australia, and the type of work that is approved to be performed outside Australia – otherwise write “Not applicable”* |

### Buyer data

You must ensure that all Buyer Data in your possession, or otherwise managed by you, is retained throughout the Agreement Period and managed in accordance with the following requirements:

|  |  |
| --- | --- |
| Encryption requirements: * data at rest.
* data in transit.
 | *Add requirements – or write “Not applicable”* |
| Requirements relating to the storage of Buyer Data:  | *Add requirements*  |
| Technical mechanisms and processes for enabling us to access / extract Buyer Data at any time:  | *Add requirements*  |
| Controls to be applied by you for managing access to our Buyer Data:  | *Add requirements*  |
| Technical arrangements for extracting and returning Buyer Data at the end of the Agreement Period:  | *Add requirements*  |
| Technical arrangements for destruction of Buyer Data to prevent reconstitution of the Buyer Data | *Add requirements*  |

### Changes to the As-A-Service Solution

We expect you will make changes to the As-A-Service Solution to ensure it keeps pace with technological advancements and improvements in methods of delivery.

This does not entitle us to new products or functionality which are not contemplated under this Agreement and are separately priced.

Regardless of any such changes, you must ensure the As-A-Service Solution continues to meet all of the requirements under this Agreement.

### Insurance

You must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:

* public liability insurance with an indemnity of at least $5 million in respect of each claim, to be held for the Agreement Period.
* product liability insurance with an indemnity of at least $5 million for the total aggregate liability for all claims, to be held for the Agreement Period.
* workers’ compensation insurance in accordance with applicable laws.
* professional indemnity insurance of $1 million for all claims made by us, to be held for the Agreement Period and for at least four years after the end of the Agreement

By exception, where we specify alternative insurance requirements below, you must comply with those requirements:

|  |
| --- |
| *Buyer to complete alternative insurance requirements if applicable. Refer to relevant prequalification scheme for guidelines on insurance requirements.* |

### Seller terms

Where you:

* attach any additional terms
* include any additional terms in your response to information requested (including where incorporated by reference)
* or include additional terms in any other materials or documents, including in the course of delivering the As-A-Service Solution

those additional terms (**Seller Terms**) will have no legal effect where:

* they conflict with, or limit, the operation of the Core Terms or these Solution Requirements
* they attempt to vary or expand the scope of any contractual matters governed by the Core Terms or these Solution Requirements
* or they attempt to increase the scope of our legal obligations to you – including in relation to any additional liability, indemnities or payment obligations

### Your contact person for notices and any issues relating to this Agreement

|  |  |
| --- | --- |
| Name: |  |
| Role:  |  |
| Phone: |  |
| Email: |  |
| Address:  |  |

### Our contact person for notices and any issues relating to this Agreement

|  |  |
| --- | --- |
| Name: |  |
| Role:  |  |
| Phone: |  |
| Email: |  |
| Address:  |  |

### Add attachments if required

You may attach responses to the information requested in the Solution Requirements where additional space is required to complete those details.

Where you add **any Seller Terms**, they will be subject to section 17 (**Seller Terms**) of these Solution Requirements.

Please identify each attachment below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Document Description** | **Date** | **Version** |
|  |  |  |  |
|  |  |  |  |