Schedule 3 - Statement of Work (Mini-ICTA) Template

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| Information | **Guidance note:** The Statement of Work forms part of the Order Form under the Mini-ICTA and must only be used for engagements entered into under the Mini-ICTA. Engagements using the long form ICTA, should use the Statement of Work template under the long form ICTA. Details in relation to the Supplier's Activities (including Services and Deliverables to be provided) should be inserted below. The Statement of Work should be consistent with any requirements in the other parts of the Order Documents. Where necessary, relevant Items in the Order Form can refer to this Statement of Work.  This is a template only and not all parts below will be applicable for all procurements. Delete and amend as necessary. If aspects of the Statement of Work are addressed in a separate document, that document should be expressly identified within, and attached to, the Statement of Work; for example: “*The parties agree to carry out their responsibilities in accordance with the roles and responsibilities matrix attached at Attachment X*”.  Any separate attachments should align with the terminology under the Agreement and should be drafted in a clear and concise manner that is consistent with the other provisions of the Agreement.  This Statement of Work template should be developed to:   * address any matters that Parts A and B of the Order Form indicate are addressed in the Statement of Work (for example, if a specific Item of the Order Form states “As specified in the Statement of Work"); and * to the extent applicable, accommodate aspects of the Agreement (including any Additional Conditions) that refer to particulars or requirements specified in the Statement of Work. |

* 1. Statement of Work details
     + 1. Statement of Work name: [*Insert*].
       2. Statement of Work number: [*Insert*].
       3. Purchase Order number and Agreement reference (where available): [*Insert*].
  2. Revision history

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **Version** | 1. **Status** | 1. **Date** | 1. **Prepared By** | 1. **Comments** |
| 1. [Insert version number; e.g. version 1.0] | 1. [Insert; e.g. Draft / Final] | 1. [Insert date] | 1. [Insert name and title] | 1. [Briefly summarise the nature of the revision] |
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* 1. Introduction, overview and background
     1. Introduction and overview

The Supplier's Activities are part of project [*insert project name*], which is a project to [*insert a brief description of the project; for example, a project to deliver X*]. The Supplier’s Activities are required in order to *[insert*].

* + 1. Background

[***Insert some background context in relation to the overall project and procurement.]***

* 1. Outcomes and objectives

1. ***[Insert any outcomes and objectives for the procurement and the provision of the Supplier’s Activities.]***
   1. Scope
      1. Services and Deliverables

***[Note: It is very important to be consistent in the naming that is used for the Supplier's Activities, including the Deliverables and Services throughout the Statement of Work and the other Schedules. It is essential to be able to easily identify the same activity, Service and Deliverable in the other places within the Agreement where there is a reference to it, including where a Service or Deliverable is part of a milestone (for example, a payment milestone).]***

* + - 1. The Services to be provided are:
         1. [*Insert*]; and
         2. [*Insert*].
  1. ***[Specify and describe with sufficient detail the type of Services to be provided. Also, specify any*** ***additional and ancillary Deliverables and Services. If training Services are being provided, specify so here and specify the location(s) where the training will occur.]*** 
     + 1. The Deliverables to be provided are:
          1. [*Insert*]; and
          2. [*Insert*].
  2. ***[Specify comprehensively and with sufficient detail the Deliverables (including any Document Deliverables) to be provided. Both parties should be able to determine what elements comprise a Deliverable. If training Services are being provided, insert (where applicable) the requirements in relation to any training materials and the training Plan, including the content the training Plan must cover (if such details are not addressed in the other parts of the Order Documents). If a training Plan is not required, state “The parties agree that a training Plan is not required.”]***
     1. Out of scope

Except where otherwise agreed between the parties in writing, the following is out of scope:

* + - 1. [*Insert*]; and
      2. [*Insert*].

***[Note: Use clear and specific language in relation to any activities that are out of scope.]***

* 1. Specifications and other requirements
     1. Deliverable / Service Specifications

The Specifications for [*Insert Deliverable/Service*] include:

### [*Insert*]; and

### [*Insert*].

* 1. ***[List all the Specifications that the Supplier must comply with in providing the Services and Deliverables (including any design Specifications for any Development Services). If the Specifications are referenced in a separate document clearly reference that document here and attach it to the Statement of Work.]***

***[Note: This section must be completed using specific details and avoiding generalities. Where the Specifications have evolved over time and are included in more than one document, it is best practise to reduce the Specifications to a single document. However, where the Specifications are described in more than one document, specify any order of priority that will apply in the event of a conflict or inconsistency within the relevant documents that comprise the Specifications.]***

* + 1. Accessibility requirements

1. ***[Describe any other accessibility particulars that apply to the Supplier’s Activities (in addition to those set out in the Core Terms).***

***Note: The accessibility requirements include those requirements set out in the Core Terms, as well as any other accessibility requirements to the extent specified in the Statement of Work.]***

* + 1. Other requirements

1. ***[Insert any other relevant requirements and standards that apply to the Supplier’s Activities (to the extent not described elsewhere in the Order Documents and the Agreement).]***
   1. Systems Integration Services
2. ***[If the Supplier will be required to carry out any Systems Integration Services under the Services Module, specify:***
   * + 1. ***whether the Supplier is required to prepare and deliver to the Customer a systems integration implementation plan (SI Plan) and the details that the SI Plan must cover;***
       2. ***whether the Supplier is required to deliver detailed technical and functional specifications for the System (SI Specifications) and the requirements that apply to that; and***
       3. ***any alternative requirements that apply with respect to any Systems Integration Services (for example, the default position under the Services Module is that the Supplier will assume primary project management and control for all Systems Integration Services. If this is not the case, specify so here).]***
   1. Reseller arrangements
   2. ***[If the Supplier is permitted to provide any aspect of the Services or Deliverables in the Supplier’s capacity as a reseller, complete the below table to identify the type of reseller arrangement and model.***

***Note: Where reseller arrangements are approved by the Customer, it may be necessary to include Additional Conditions addressing the reseller arrangement. Such Additional Conditions should be included in Part A of the Order Form and not in this Statement of Work. Reseller arrangements are subject to compliance with all relevant NSW Government policies. Agencies should seek legal advice as necessary to ensure compliance with all applicable NSW Government policies.]***

| 1. **Service/Deliverable** | 1. **Name of provider** | 1. **Reseller model** |
| --- | --- | --- |
| 1. [*Insert Service/Deliverable being provided by the Supplier as a reseller.]* | 1. [*Insert the name of the ultimate provider of the Service/Deliverable.]* | 1. [*Insert type of reseller model, e.g. “reseller with pass through warranties” or “reseller as facilitator” model.]* |
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* 1. Customer Supplied Items (CSI)
     + 1. The Customer will provide the CSI as set out in the table below:

|  |  |
| --- | --- |
| **Item No.** | **CSI** |
| 1. | *[Identify and specify the name and particulars of the CSI.]* |
| 2. |  |
| 3. |  |

* + - 1. List any associated requirements that apply to CSI.
  1. ***[If any CSI is being provided complete this section. A CSI may be data, office access, desks etc. (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). Note: The default position under the Core Terms is that the Customer provides no warranty or representation about the suitability or fitness of any CSI for the Supplier’s Activities or any other use, except where expressly specified in the Statement of Work.]***
  2. Customer Environment
  3. ***[The Agreement defines the Customer Environment as the combination of hardware, software, systems and network infrastructure and services used by the Customer from time to time, including those specified in the Order Documents. This Statement of Work forms part of the Order Documents. Unless otherwise specified in another Order Document, list the relevant hardware, software, systems and network infrastructure and services used by the Customer. Information should only be specified in this Statement of Work where it is required by the Supplier to carry out the obligations under the Agreement.]***
  4. Timeframes and milestones

The Supplier must [deliver the Services and Deliverables/complete the milestones] in accordance with the timeframes / milestone dates set out in the below table.

| **Deliverable/Service or Milestone** | **Timeframe/milestone date** |
| --- | --- |
| [*Insert Deliverable, Service or Milestone*] | [*Insert*] |
|  |  |

1. ***[Insert the dates (or relevant timeframes) by which each Service and Deliverable listed in the Order Form, including this Statement of Work, must be provided to the Customer. Where milestone payments apply, consider describing the milestones and associated milestone dates. For example, a milestone could be the project go-live date or a project completion date. In the context of agile projects, a milestone might be a particular sprint target. Where payment milestones apply, ensure that the milestones are consistent with any payment milestones described elsewhere within the Order Documents, including the Statement of Work. Completion of the above table will not be required for all engagements; for example, an Agreement that is solely for Secondee Services is (unless otherwise agreed by the Customer) based on a daily rate, rather than specific project timeframes or milestones. In this case, this section of the Statement of Work template could be deleted.]***
2. ***[Note: Under the Services Module, where the Supplier is providing the Services at the Site, the Services will be provided during the hours of 9:00am to 5:00pm on Business Days or at such other times as specified in the Statement of Work or agreed by the Customer in writing.]***
   1. Transition-in and transition-out Services
      1. Transition-in Services
3. ***[Insert and clearly describe any transition-in Services that the Supplier must perform and specify the timeframe for performance of these obligations. Also describe in this section, with sufficient detail, any processes and/or mechanisms that the Customer requires the Supplier to follow in providing the transition-in Services.]*** 
   * 1. Transition-out Services
4. ***[Insert and clearly describe any transition-out Services that the Supplier must perform and specify the timeframe for performance of these obligations. Also describe in this section, with sufficient detail, any processes and/or mechanisms that the Customer requires the Supplier to follow in providing the transition-out Services.]***
   1. Roles and responsibilities
5. ***[Clearly describe the roles and responsibilities of the parties (and, if applicable, any Other Suppliers) in connection with the project and the carrying out of the Supplier's Activities. If the Supplier will be required to co-operate with any Other Suppliers, clearly state the name of those Other Suppliers within this section, along with a description of the role of the Other Suppliers in relation to the project and the Supplier's Activities.]*** 
   1. Site
6. ***[Specify whether the Supplier must carry out the Supplier's Activities at any particular locations or Sites in the table below.]***

|  |  |
| --- | --- |
| **Site location** | *[Specify the location of the Site(s), including any Site(s) where the Supplier must deliver or supply the Deliverables or Services.]* |
| 1. **Physical delivery** | *[Where physical delivery of any Deliverables is required, specify:*   * *the specific delivery area at the Site; and* * *the date and time for delivery.]* |
| 1. **Conditions of entry and requirements for attendance at the Site** | *[Identify any conditions of entry to the Site or additional requirements which apply to attendance at the Site, including the dates/times that the Supplier may attend the Site (if those dates/hours have not already been specified elsewhere in the Statement of Work.]* |

* 1. Data Services
     1. Data Services

1. ***[Specify whether the Supplier is required to provide any Data Services under the Services Module (including any data analytics, data cleansing or data migration Services) and, if so, identify and describe the Data Services.***
2. ***If the Supplier is required to provide Data Services under the Services Module, specify any additional or alternative requirements in relation to backup of Customer Provided Data and the intervals or timeframes that the backups must occur.]***
   1. Business contingency or continuity Plans
3. ***[State whether the Supplier is required to develop and comply with a business contingency Plan and/or a business continuity Plan and if so, the timeframe within which any such Plans must be developed and provided to the Customer for approval.]*** 
   1. Project stages and methodology
      1. General

### ***[For project-based engagements, describe the stages and/any methodology (for example, waterfall, agile) that the Customer requires the Supplier to follow in carrying out the project and the Supplier's Activities. Some sample text is below:***

### ***The Supplier must carry out the Supplier’s Activities in accordance with the below stages:***

### ***Stage one: [insert description of stage]***

### ***Stage two: [insert description of stage]***

### ***Stage three: [insert description of stage]***

### ***Note: Under the Core Terms, except where otherwise specified in the Statement of Work, the signing of the Agreement is deemed to be the Customer’s consent to proceed with work in stage one. If an alternative approach is required, that should be identified here.***

### ***Consider, where appropriate, including a project timeframe/project Gantt chart with details of the project schedule.]***

* + 1. Development Services

1. ***[Note: Under the Services Module, the parties may, in the Statement of Work, specify a project design and development methodology for the Development Services. If you would like a specific project methodology to apply to any Development Services, specify that below (and that project methodology will apply to the performance of the Development Services).]***
   1. Acceptance Testing
      1. Acceptance Tests
2. ***[Specify whether any Acceptance Tests are to be performed with respect to any Deliverables/Services. If yes, specify the details in relation to the procedure, form and conduct of Acceptance Tests which should apply. Note: Document Deliverables are not subject to Acceptance Tests, but rather are approved in accordance with the Core Terms.]*** 
   * 1. Acceptance criteria
3. ***[Insert the acceptance criteria for the conduct of Acceptance Tests here.]***
   1. Document Deliverables
4. ***[Where any Document Deliverables are provided, specify any Specifications that the Document Deliverables must meet, as well as any additional requirements that the Document Deliverables must comply with (that is, requirements additional to those under the Core Terms). These Specifications and requirements can either be specified here or in another Order Document. Where the default Document Deliverable requirements apply and there are no applicable Specifications for the Document Deliverables, this section can be deleted.]***
   1. Warranty Period
5. ***[State the Warranty Period. Note: If no period is specified, the default Warranty Period will apply. The default period is 90 days from the issuing of an Acceptance Certificate, or 30 days from provision of a Deliverable or Service in accordance with the Agreement, where such a Deliverable/Service is not subject to Acceptance Testing).]***
   1. Customer Users
6. ***[Specify any categories of Customer Users. Note that the same Intellectual Property Rights that are granted to the Customer under the Agreement are granted to Customer Users as specified in the Statement of Work. Customer Users are also an “Indemnified Entity” under the Agreement.]***
   1. Governance arrangements
7. ***[Describe any governance arrangements that apply to the performance of the parties’ respective obligations.]*** 
   1. Meetings

***[Specify any meetings that the Supplier must attend (including performance reviews) and the times and locations of those meetings.]***

* 1. Reports

***[Specify any reports that the Supplier must provide (including performance reports) and the frequency and requirements for those reports.]***

* 1. Assumptions and dependencies

1. ***[If applicable, exhaustively describe any assumptions or dependencies which apply to the provision of the Supplier’s Activities. All assumptions and dependencies are subject to the Customer's approval and must be clearly described.]***
   1. Service Levels
2. ***[Under the Agreement, a “Service Level” means any minimum performance levels, key performance indicators and other service standards with respect to the Supplier's Activities to be achieved by the Supplier as specified, included or incorporated by reference (in accordance with this Agreement) in the Order Documents.]***
3. ***Specify whether the Supplier is required to meet any Service Levels and, if so, insert the Service Levels that will apply to the arrangement. If necessary, a service level agreement can be inserted as an attachment to this Statement of Work. The service level agreement should cover the following matters (to the extent applicable):***

* ***details of the relevant Service Levels (including, for example, resolution and response times);***
* ***escalation points; and***
* ***whether any service credits or service rebates apply, as well as any other consequences for failing to meet Service Levels.***

1. ***All Service Levels should be described with sufficient clarity to avoid confusion.]*** 
   1. Fees and payment
      1. Fees
2. ***[If not detailed in Part A of the Order Form, insert the fees for provision of the Supplier’s Activities. If applicable, insert a rate card and other relevant pricing details here (for example, hourly rates). If it is a resourced based engagement (for example, Secondee Services) specify the daily or other relevant rate for the role].*** 
   * 1. Timeframe for payment
3. ***[Use the following suggested format where milestone payments apply.]*** 
   * + 1. The Supplier will be entitled to submit a Correctly Rendered Invoice to the Customer upon the completion of each of the following payment milestones (**Payment Milestone**):

| **Milestone Payment Number** | **Description** | **Price (ex. GST)** | **GST Amount** | **Price (inc. GST)** |
| --- | --- | --- | --- | --- |
| Payment Milestone 1 | [*Describe Payment Milestone 1; eg project go-live*] | [*Insert*] | [*Insert*] | [*Insert*] |
| Payment Milestone 2 | [*Describe Payment Milestone 2*] | [*Insert*] | [*Insert*] | [*Insert*] |
| Payment Milestone 3 | [*Describe Payment Milestone 3*] | [*Insert*] | [*Insert*] | [*Insert*] |
|  | **Total** |  |  |  |

1. *OR*
   * + 1. The Customer agrees to pay the Supplier *[#monthly/quarterly/other*] for the completion of the Supplier’s Activities.
   1. Dispute resolution procedure
2. ***[This section only needs to be completed if the parties elect to adopt a different dispute resolution procedure to that specified in the Core Terms; for example, introduce new dispute resolution tiers or processes; such as a requirement for the dispute to go to arbitration.]***
   1. Interpretation
      * 1. In this Statement of Work, unless the contrary intention appears:
   2. ***[Insert any applicable definitions that apply to this Statement of Work. Terms that are already defined in the Mini-ICTA do not need to be defined again.]***
      * 1. Terms in this Statement of Work which are not otherwise defined in this document have the meaning given to them in Schedule 1 and the Module Terms.