PROCURE IT VERSION 3.2

MODULE ORDER FORM

MODULE 10 – AS A SERVICE

1. Services

| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
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| Contract Period (clause 2.1) |  |
| Specify the Services Commencement Date, and, if applicable, the period of time for which the Services will be provided |  |
| Service definition (clause 2.3) |  |
| Describe the Service to be provided, ie:1. Infrastructure as a Service;
2. Platform as a Service;
3. Software as a Service; and
4. any Management Services (unless subject to a separate module), eg
* implementation
* user training
* support services
* ongoing system administration
* monitoring and performance management
* backup and recovery services.

The Service Definition should include the strategy for the delivery of the Services that is appropriate for the Customer’s needs and its user population, such as:1. identification of the Services to be performed;
2. identification of Client Contracts and Third Party Contracts and how they are to be managed;
3. a mechanism to determine when Transition In Services are complete and the Services can commence; and
4. implementation of the Services, and

Note: Module 10 expects that the Parties will enter into a Service Level Agreement. Specify any Support Services that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services. |  |
| Training Services (clause 10.3) |  |
| Specify whether the Contractor will provide any training services associated with the Service.If yes, specify the time when training services will be provided. |  |
| Documentation (clause 10.4) |  |
| Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor’s compliance with its privacy, security and business continuity commitments. |  |
| Pricing |  |
| Specify whether the Service is for a fixed Price or on a subscription basis.If for a fixed Price, set out the pricing for the Service.If on a subscription basis, specify how payment is made (eg monthly, yearly, etc).Specify the Price of any training services. (clause 10.3) |  |
| Approved Purpose (clauses 1.2 and 7.1(b))  |  |
| Specify the purpose for which the Customer and Permitted Users shall use the Service. |  |

1. Transition In

| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
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| Specification of Transition In Services (clause 10.1) |  |
| Specify any Transition In Services to be provided, such as:1. due diligence;
2. data migration;
3. Business Contingency Plans;
4. testing of Services; and
5. handover arrangements

Due diligence may include assessment and definition of the:1. Customer’s goals, requirements and expectations in respect of the Services
2. Contractor’s understanding of the Customer’s and/or user’s experience and requirements in relation to the Services
3. objectives to be met by the Contractor
4. nature and scope of the Service, including the Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them)
5. end users who will be supported by the Service
6. necessary Assets and Additional Items and how they may need to be procured
7. migration of Customer Data
8. data retention and disposal requirements
9. required Deliverables
10. resources required (including any Customer Supplied Items or Customer assistance)
11. complexity of the project, and
12. any Transition Out Services plan.

Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:1. the governance arrangements between the Customer and the Contractor;
2. the governance arrangements dealing with the Contractor and any third parties;
3. the protocols for managing security issues between the Parties;
4. the protocols for identifying and managing risks;
5. how the key aspects of the Services will be provided to the Customer;
6. the procedures for varying Services and providing Additional Services;
7. how user complaints and disputes will be managed;
8. updating the Procedures Manual; and
9. data backups, if required outside of disaster recovery processes.

Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it.Business Contingency PlanThe Parties may agree to include a Business Contingency Plan in accordance with clauses 6.45 to 6.48 of the Customer Contract. |  |

1. Customer Use and Access to the As a Service

| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
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| Terms under which the Service is available (clause 4.1) |  |
| Consider issues including:1. authorisation to access the Service, eg individual and multi-user passwords;
2. maximum Contractor Systems capacity;
3. is the Customer responsible to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification of the Service Definition changes during the Contract Period;
4. is the Service provided on a shared service basis to the Customer and other clients from a common code base and/or common environment;
5. conditions under which the Contractor may change any characteristics of the Service, and if the specifications of the Service must be amended accordingly; and
6. conditions under which the Contractor may correct errors patch or install new versions of the Service.
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| Data Centre Region (clause 5.2(b) and clause 5.6) |  |
| Specify the physical location(s) by country or region of the Contractor's computing hardware and software used to store, host and process Customer Data, including production, test and backup environments.Note: the location(s) must not be changed without the prior written consent of the Customer (cl. 5.2(b)). |  |

1. Data Control and Access

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| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
| Security and Encryption (clause 5.2(c)) |  |
| Specify the level of security and encryption required for the Customer Data as defined by the Customer's Information Security Management System (ISMS).Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS. |  |
| Business Continuity Plan (clause 5.2(d)) |  |
| Detail any Business Continuity Plan, including backup and disaster recovery procedure, in place for implementation by the Contractor, if required. |  |
| Data Retention and Disposal (clause 5.2(e)) |  |
| Specify the retention period for the Customer Data and retention and disposal requirements the Contractor will implement and comply with in relation to Customer Data. |  |
| Security Standards for Customer Access Facilities (clause 5.3(b)) |  |
| Specify the security standards that the Customer Access Facilities will meet. |  |
| On-site visit (clause 5.5) |  |
| Specify any requirements by the Contractor for on-site visits to the facilities where the Service is provided. |  |

1. Service Levels

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| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
| Consolidation Period (clause 6.1) |  |
| The Consolidation Period is defined as the first month of the provision of the As a Service (cl. 1.4).Specify if another period is required. If yes, what is the period? |  |

1. Payment and Invoicing

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| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
| Payment for Services (clause 12.1) |  |
| Terms of payment should include details of the Services provided. Note that no payment is due where termination of the contract is occasioned by the Contractor’s breach of the contract. The Contractor must send the Customer a Correctly Rendered Invoice for each payment before the relevant amount is due. Payment terms must be consistent with NSW Government policy. |  |

1. Transition Out

| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
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| Transition Out Services (clause 10.2) |  |
| If required, Transition Out Services may include:1. returning or destroying documents or materials, together with any reproduction of those documents or materials;
2. transitioning the Service to a new service provider or to the Customer;
3. granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System, and any software owned by the Contractor which is integral to the ongoing provision of the Service, subject to payment of licence fees by the Customer (or new service provider);
4. ensuring technological parity with other service providers, and the provision of sufficient technical documentation, to enable successful and cost-effective transfer of the Customer Data; and
5. procedures for the return/transfer or deletion of Customer Data upon termination of the Customer Contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency.

Consider issues relating to:1. regular (eg annual) review of the Transition Out Services plan; and
2. how and when the Transition Out Services are brought into effect.

Specific matters that may be covered in the Transition Out Services plan include that the Contractor, in consultation with the Customer and as stated in the Transition Out Services plan:1. return any Customer Supplied Item(s);
2. freeze non-critical software changes in any of the Customer’s software that is being supported as part of the Service;
3. provide all reasonable transition assistance for the delivery of Customer Data to the new service provider or to the Customer and the reloading of the production databases;
4. provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan);
5. provide a list of the outstanding issues detailed on any issues register;
6. answer questions and provide such other information as may be reasonably sought by the new service provider and/or by the Customer to assist it in the transition process;
7. surrender any remaining Customer owned reports and documents still in the Contractor’s possession;
8. the Contractor ceases to become liable to perform any part of the Service after it is transitioned to a new service provider or to the Customer;
9. the Contractor’s obligations to meet the Service Levels are not reduced and the Contractor remains liable for failing to meet any Service Levels;
10. the Customer must continue to pay the full Services Price until the last day of the Contract Period, notwithstanding that some or all of the Service may have been transitioned to a new service provider or to the Customer (unless otherwise agreed in the Order Documents);
11. the Contractor must, subject to clause 13.2 of the Module, return to the Customer all Customer Data within 14 days of termination of the Customer Contract and back up and secure Customer data for a further 60 days after termination of the Customer Contract;
12. grant or assist the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is integral to the ongoing provision of the Services, subject to payment of licence fees by the Customer (or new service provider); and
13. not delete any Customer Data at the end of the Customer Contract without the express prior approval of the Customer.
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1. Return of Customer Data on termination

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| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
| Customer Data deletion and certification (clause 13.2(c)) |  |
| Specify the period within which the Contractor must delete the Customer Data and whether certification it has been deleted is required. |  |
| Customer Data format (clause 13.2(d)) |  |
| Specify the format that the Customer Data must be provided to the Customer. |  |

1. Additional terms –Infrastructure as a Service

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| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
| Additional terms and conditions (cl. 15.1) |  |
| Specify any additional terms and conditions in relation to Infrastructure as a Service. |  |

1. Additional terms –Platform as a Service

| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
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| Additional terms and conditions (cl. 16.1) |  |
| Specify any additional terms and conditions in relation to Platform as a Service. |  |

1. Additional terms – Software as a Service

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| Details to be included from Module 10 | Order Details agreed by the Contractor and the Customer |
| Additional terms and conditions (cl. 17.1) |  |
| Specify any additional terms and conditions in relation to Software as a Service.Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2).Specify any Third Party Applications supplied by the Contractor (cl. 17.3). |  |