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

Core& One for Professional Services

***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 the procurement of:

|  |
| --- |
| *Add summary details: name of supplier and overview of professional services to be provided* |

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 Professional Services (“**Solution Requirements**”)
3. any documents attached to the Solution Requirements (the “**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 24 (**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: |  |

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### 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

### Scope of the professional services

You agree to provide the following “**Professional Services**”:

|  |
| --- |
| *Add Professional Services – refer to attachment or link if required* |

### Requirements

You agree to provide Professional Services in accordance with the following requirements:

|  |
| --- |
| *Add requirements for the delivery of Professional Services, including an attachment or link if required – or write “Not applicable”. Requirements documents could include specifications, methodology documentation, technical architecture documentation, designs, proposal requirements, instructions, recommendations and other supporting documentation.* |

### Deliverables

As part of your Professional Services, you will provide these deliverables:

|  |  |
| --- | --- |
| **Deliverables** | **Description**  |
| *Add Deliverables* | *Add description of Deliverables* |

### Agreement Period

You agree to provide the Professional Services:

|  |  |
| --- | --- |
| From the “**Commencement Date**”: | *Add Commencement Date* |

for the “**Agreement Period**”: (choose option 1 or 2 and mark with an X).

|  |  |  |
| --- | --- | --- |
|  | Option 1:  | *Add Agreement Period* |
|  | Option 2: | Until all obligations in the Agreement are completed. |

### Milestones

In performing the Professional Services, you agree to the following “**Milestones**” – together with the relevant “**Acceptance Criteria**” and “**Milestone Dates**” set out below:

|  |  |  |
| --- | --- | --- |
| **Milestones.**  | **Acceptance Criteria.**  | **Milestone Dates.**  |
| *Add Milestones* | *Add Acceptance Criteria* | *Add Milestone Dates* |

To achieve a Milestone, the relevant Acceptance Criteria must be met by the specified Milestone Date, and confirmed by us in writing.

### Project schedule

Project schedule requirements: (choose option 1, 2 or 3 and mark with an X).

|  |  |  |
| --- | --- | --- |
|  | Option 1:  | No project schedule is required. |
|  | Option 2: | You will meet the project schedule attached to this Agreement. |
|  | Option 3: | You will provide a draft project schedule for delivery of the Professional Services by:  |
| *Add due date for delivery of draft project schedule* |
| The draft project schedule should align with the Milestones. We may give feedback on your draft project schedule.Following any amendments and our approval of the final version, you must meet that project schedule. |

Any changes to the project schedule will not change the Milestones. You must meet the Milestones unless they are changed through a variation to this Agreement.

### Out of scope

The following are excluded from the scope of Professional Services:

|  |
| --- |
| *Add out of scope items if required – or write “Not applicable”* |

### Personnel

The Professional Services will be performed by:

|  |  |  |
| --- | --- | --- |
| **Name.**  | **Role.** | **Required skills and expertise.** |
| *Add names* | *Add roles* | *Add required skills and expertise* |

### Subcontracting

To subcontract any significant part of the Agreement, you must first have our consent. To request our consent, specify the full names and roles of those subcontractors below.

|  |  |
| --- | --- |
| **Subcontractors.** | **Role.** |
| *Add subcontractor name if required – or write “Not applicable”.* | *Add subcontractor role if required – or write “Not applicable”.* |

### Governance

You agree to participate in our governance, including attending meetings and providing status updates, on request.

### Reporting

You agree to provide the following reporting to us.

|  |
| --- |
| *Add reporting requirements, for example, monthly status updates, defect reports, governance packs – or write “Not applicable”* |

### Buyer dependencies

We understand that you are relying on us for the items listed below (“**Dependencies**”):

|  |
| --- |
| *Add Dependencies if any – otherwise write “Not applicable”* |

If we are unable to provide or perform any of these Dependencies, you are excused from performing the Agreement to the extent that you are impeded by the particular Dependency.

### Fees options

Select an option below: (choose option 1 or 2 and mark with an X).

|  |  |  |
| --- | --- | --- |
|  | Option 1:  | Fixed fees - see further details below under option 1. |
|  | Option 2: | Capped time and materials - see further details below under option 2. |

If requested, you must provide documentation to show how your fee was calculated.

We will pay the fees specified below. We will also pay GST in accordance with applicable law.

#### Option 1: Fixed fees

For option 1, fees are payable as follows:

* the fixed fees below are the maximum amount payable by us in connection with the Professional Services and the deliverables specified in section 4 (“**Deliverables**”).
* the fixed fees include all taxes, except GST.
* the fixed fees include all expenses, unless listed in section 16 below.
* where you have calculated the fixed fees based on certain assumptions, they must be stated below.
* you can invoice us for the fixed fees after we give you written confirmation the applicable Milestone has been achieved.

**Fixed fees payable**:

|  |  |
| --- | --- |
| **Milestone which triggers payment.** | **Milestone payment amount.** |
| *Add Milestone if Option 1 is selected – otherwise write “not applicable”* | *Add Milestone payment amount if Option 1 is selected – otherwise write “not applicable”* |

**Assumptions made in calculating fixed fees**:

|  |
| --- |
| *Add assumptions (if any) if Option 1 is selected – otherwise write “Not applicable”* |

#### Option 2: Capped times and materials

Where fees are payable on a capped time and materials basis, you must:

* specify estimated fees, based on your “**Professional Services Rate Card**” and any assumptionsset out below (**Estimated Fees**)
* use your best endeavours to keep within the Estimated Fees (or any updated estimates approved by us).
* only charge for time spent in providing the Professional Services and Deliverables and any other tasks requested by us.
* not charge for time spent in account or relationship management and related functions.
* submit a time summary to us for each of the personnel charged on a weekly basis, or as otherwise agreed.
* notify us promptly if your Estimated Fees may be exceeded, or if you become aware any of your assumptions set out below are incorrect.
* invoice us following the end of each month the Professional Services and Deliverables are provided.

We will not pay any fees that exceed your Estimated Fees, except where we approve updates to your Estimated Fees in writing.

**Estimated Fees payable**: (complete if option 2 is selected).

|  |
| --- |
|  *(complete if option 2 is selected)* |

**Assumptions made in calculating Estimated Fees**: (complete if option 2 is selected).

|  |
| --- |
| *Add assumptions (if any) if Option 2 is selected – otherwise write “Not applicable”* |

### Professional Services Rate Card

Please provide your **Professional Services Rate** **Card** below:

|  |
| --- |
| *Add rate card* |

### Expenses

You can only claim expenses:

* within the scope set out below.
* with our prior written approval.
* in accordance with our expense policy.
* without any profit margin or mark-up.
* if you provide copies of all receipts.

|  |
| --- |
| *Add the scope of expenses – otherwise write “Not applicable”* |

### Invoicing

Invoices should be sent to the following contact details:

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

### Intellectual property rights

**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 Professional Services, the following alternative arrangements apply:

* all Deliverables you develop and provide to us are part of our Confidential Information and will be owned by us from the time they are created.
* where any Deliverables incorporate your Existing Materials, you license us to use those Existing Materials on a perpetual, non-exclusive, royalty-free basis as part of the Deliverables.

**Exceptions**

As an exception, we will not own the following Deliverables, but you license us to use them for any purpose other than commercial exploitation:

|  |
| --- |
| *Add details of any Deliverables owned by the Seller and licensed to the Buyer – or write “Not applicable”* |

### 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 must comply with the following policies and/or standards relevant to the Professional Services:

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

**ICT accessibility**

Where required by us, any Deliverables must meet Accessibility Standard AS EN 301 549.

Choose option 1 or 2 and mark with an X.

|  |  |  |
| --- | --- | --- |
|  | Option 1:  | The Deliverables 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 Deliverables. |

### 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”* |

### 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:

|  |  |
| --- | --- |
| Requirements relating to the storage of Buyer Data:  | *Add requirements – or write “Not applicable”* |
| Technical arrangements for extracting and returning Buyer Data at the end of the Agreement Period:  | *Add requirements – or write “Not applicable”* |
| Technical arrangements for destruction of Buyer Data to prevent reconstitution of the Buyer Data | *Add requirements – or write “Not applicable”* |

### 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.Period

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 performing the Professional Services

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 and Role: |  |
| Phone: |  |
| Email: |  |
| Address:  |  |

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

|  |  |
| --- | --- |
| Name and 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 24 (**Seller Terms**) of these **Solution Requirements**.

Please identify each attachment below:

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