



New South Wales Government

Department of Finance, Services and Innovation

SCM5841

**Remote Sensing Services and Equipment
Prequalification Scheme
(Advanced and Registered Prequalification)**

Scheme Rules

November 2018

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SCHEDULE OF DOCUMENT AMENDMENTS

Revision Number	Date	Update Description
0.	November	Document Original - first publication

CONTACT DETAILS

NSW Procurement Service Centre
Level 11 McKell Building
2-24 Rawson Place
Sydney NSW 2000

Telephone: 1800 679 289

Email: NSWBuy@finance.nsw.gov.au

Web: www.procurepoint.nsw.gov.au

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Scheme Rules

Remote Sensing Services and Equipment Prequalification Scheme (Advanced and Registered Prequalification)

Introduction

Spatial Services, a division of the NSW Department of Finance, Services and Innovation (DFSI), has established the *Remote Sensing Services and Equipment Prequalification Scheme* (the Scheme).

The scheme covers the acquisition, processing and supply of spatial data and remote sensing services. The scheme has been established as part of the NSW Governments procurement reforms, which aim to simplify contracts and tenders and improve opportunities for small and medium-sized enterprises to do business with the NSW Government. For further information please refer to www.procurepoint.nsw.gov.au

The Remote Sensing Services and Equipment Prequalification Scheme will be administered by the Spatial Services Scheme Manager. The scheme manager is responsible for managing the work categories, evaluating submissions for new suppliers, supporting customers in the sourcing process and running the supplier performance management system, as well as other general management tasks. The operation of the scheme is overseen by a Scheme Committee with membership from Spatial Services internal. Updates will be provided to independent organisations such as the NSW Imagery and Elevation Working Group and the Location and Leadership Group. The Scheme Committee is responsible for governance of the Scheme, including, endorsing and participating in supplier performance reviews, and providing direction and guidance on Scheme operations.

Applicants need to answer all the questions in the online application and provide the following information:

- Organisation information.
- Details of company capacity and capability for each nominated category.
- Proof of relevant insurances.
- Satisfactory referee reports.
- Financial capacity and details of Legal and ICAC proceedings.
- Agreement to the Scheme Rules.

The information provided may be subject to assessment, reference checking, searches, interview, enquiries, and confirmation. Applicants and Suppliers are deemed to have authorised any such action.

Prequalification:

The Scheme has two (2) prequalification types:

Advanced Prequalification:

Suppliers approved to provide high risk contracts or contracts valued over \$150,000k (excluding GST).

Registered Prequalification:

Suppliers approved to provide low risk contracts valued up to \$150k (excluding GST).

The Scheme has three (3) main categories of work:

A. Aircraft Services

Remote sensing capable fixed wing aircraft and helicopters and / or their operation and maintenance.

B. Data and Processing

Remote sensing data that defines the Earth's above ground and below water surface, and depict height information, vegetation, floods, and other special conditions and features. Typically collected from aerial imagery, satellite imagery, or active sensors such as LiDAR and RADAR.

C. Remote Sensing Hardware and Software

Equipment that captures various wavelengths across the electromagnetic spectrum; and equipment that uses technology to measure the distance from the sensor to the target feature.

General Insurance Requirements:

Applicants are to maintain insurance policies for Public and Products Liability and Workers' Compensation in accordance with the Scheme Rules and otherwise where required by law.

Additional insurance may be required depending on individual project requirements.

Rules of Participation in the Remote Sensing Services and Equipment Prequalification Scheme

1 Definitions and Interpretations

Agency includes NSW Government sector agencies including departments, statutory authorities, statutory corporations and government business enterprises.

Agreement refers to this document.

Applicant means a person who has submitted an Application for admission to the Scheme.

Application means an online application submitted for admission to the Scheme in the form prescribed in Schedule 1.

Assessment Body means the entities appointed by DFSI to determine the eligibility of Suppliers to be admitted to the Scheme.

Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) to the Supplier by the Agency, or acquired by the Supplier in performing the Services which:

- a) is by its nature confidential;
- b) is designated, or marked, or stipulated as confidential;
- c) the Supplier knows or reasonably should know is confidential; and includes but is in no way limited to:
 - (i) the Contract Material;
 - (ii) the Agency's Material;
 - (iii) any material which relates to the affairs of a third party;

but does not include information which:

- a) must be disclosed to perform the Services;
- b) is or becomes public knowledge other than by breach of this Agreement;
- c) is in the lawful possession of the Supplier without restriction in relation to disclosure before the date of receipt of the information from the Agency or a third party; or
- d) is required to be disclosed pursuant to law or any legal process.

DFSI means Spatial Services on behalf of the NSW Department of Finance, Services and Innovation, unless otherwise specified.

Performance Report means a report submitted in accordance with clause 19.

Supplier means an organisation who has applied for, and been granted admission to, the Scheme by the Assessment Body.

Scheme means the Remote Sensing Services and Equipment Prequalification Scheme administered by the Department of Finance, Services and Innovation, Spatial Services.

2 Scheme Usage

- 2.1 The following organisations are entitled to use the Scheme:
- (a) NSW Government Agencies and state-owned corporations
 - (b) Local or federal government entities; and
 - (c) Not for profit organisations, as approved by DFSI in its absolute discretion.

3 Confidentiality

- 3.1 Confidential information submitted with an Application will be treated as confidential by NSW Government agencies unless otherwise required by law.
- 3.2 Information submitted with an Application may be subject to investigation, reference checking, searches, interview, enquiries, and confirmation. Applicants and Suppliers are deemed to have authorised any such action.

4 Procurement Policy Framework

- 4.1 Suppliers must adhere to the NSW Government **Procurement Policy Framework** ('Procurement Policy') at all times. For further information please refer to <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-government-procurement-policy-framework>
- 4.2 Any breach of the NSW Government *Procurement Policy Framework* ('Procurement Policy') may result in the termination of an engagement and/or removal from the Scheme. <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-government-procurement-policy-framework>

5 Applications for Prequalification

- 5.1 All applications must be submitted online.
- 5.2 Overseas entities are eligible to apply however applicants must have a current Australian Business Number (ABN) and/or an Australian Company Number (ACN) and be registered for the Goods and Services Tax (GST).
- 5.3 Applicants should only apply for categories that are the key services offered by their organisation and can be demonstrated as such.
- 5.4 Applicants are to provide relevant qualifications or licences etc, if applicable to the categories.
- 5.5 Only those Applications which fully satisfy all requirements set out in these Scheme Rules and the online application form will be considered by the Assessment Body.
- 5.6 Applicants agree that, if prequalified under the Scheme, the terms and conditions of any engagement made under the Scheme will be those of the Customer Contract – Terms and Conditions attached to these Scheme Rules applicable to the level of registration of the supplier
- 5.7 The details of scope of work, fees and other requirements for the engagement will be set out within the Customer Contract Order Form between the parties.

6 Process for Applications

- 6.1** Applications means new applications, or applications by existing Scheme members for additional categories and will be assessed periodically at the discretion of the Assessment Body.
- 6.2** Applications for registration may be made at any time during the life of the Scheme.
- 6.3** A supplier that applies for and is prequalified in Advanced can still be engaged to undertake lower value work
- 6.4** The DFSI Assessment Body will assess an application and advise the applicant of the outcome. The DFSI Assessment Body may investigate an application as per Clause 3.2.

7 Application Content – Advanced and Registered

- 7.1** All Applicants need to ensure that they provide all the required information requested within the questionnaire and answer all the questions on the online application.
- Organisation information.
 - Details of company capacity and capability for each nominated category.
 - Proof of relevant insurances.
 - Satisfactory referee reports
 - Financial capacity and details of Legal and ICAC proceedings.
 - Agreement to the Scheme Rules.
- 7.2** All Applicants need to ensure that the “Organisational Experience” document is completed in full and provides all the required information:
- 7.3** Referee Reports for both Registered and Advanced Prequalification Applicants:
- Advanced and Registered applicants are to provide (1) referee report for each nominated category that has been applied for.

8 Evaluation Criteria used for assessing applications

- 8.1** All applications will be assessed according to the following evaluation criteria:
- (a) Provision of all required information
 - (b) Satisfactory referee reports
 - (c) Demonstrated capability and experience in the categories applied for including current insurances and relevant licenses.
 - (d) Agreement to Scheme Conditions
- 8.2** Customers will also carry out their own investigations into value for money, including company capacity and capability, appropriate insurance levels etc. for each engagement.

9 Notification of Outcome

- 9.1** Assessment outcomes will be recorded in the NSW Procurement eTenders system with applicants notified of the outcome electronically as per the contact details provided by the supplier upon application.

10 Disclaimer

- 10.1** DFSI and the Assessment Body reserve the absolute discretion to:
- (a) accept an Application with or without limitations and/or conditions;
 - (b) reject an Application;
 - (c) suspend a Supplier admission to the Scheme; and
 - (d) revoke a Supplier admission to the Scheme.
- 10.2** DFSI will not be held liable for any costs or damages incurred by the Supplier in the exercise of such discretion.

11 Supplier Obligations Under the Scheme

- 11.1** Prequalification under the Scheme is subject to the following conditions:
- (a) For each individual engagement for which the Supplier is selected, the Supplier shall, enter into an agreement comprised of the Customer Contract – Terms and Conditions. The parties will complete the Agreement Details for each individual engagement, including fees to be charged for each individual engagement.
 - (b) Applicants agree that, when registered under the Scheme, the terms and conditions of any engagement made under the Scheme will be those of the Customer Contract – Terms and Conditions attached to these Scheme Rules applicable to the level of registration of the Supplier.
 - (c) The Supplier may be required to meet with DFSI at no charge on a few occasions each year, to discuss relevant matters.
 - (d) The Supplier must keep their profile updated on the NSW Procurement eTenders system. Any changes must be actioned as soon as possible. Inaction by a supplier to maintain profile details may result in suspension of prequalification and applicant may be required to reapply.
 - (e) The Supplier agrees not to seek any amendment to the Customer Contract – Terms and Conditions. The details of scope of work, fees and other requirements for the engagement will be set out in the Agreement Details between the parties.
 - (f) The details of scope of work, fees and other requirements for the engagement will be set out in the Agreement Details between the parties.
- 11.2** In undertaking engagements under the Scheme for an Agency, the Supplier agrees:
- (a) To ensure the keeping of proper accounts, records (including information stored by computer or other devices) and time sheets in accordance with accounting principles generally applied in commercial practice and maintain the same for a period of seven (7) years following the end of the engagement;
 - (b) To effect and maintain workers compensation and, if requested by the Agency Public and Products Liability insurances;
 - (c) To ensure the confidentiality of documents and information provided by or on behalf of the Agency;

- (d) To ensure the return of all confidential information, documents and copies in hard and electronic format upon expiry or termination of the engagement;

12 Supplier Reporting Obligations

- 12.1** Suppliers must immediately update their supplier profile for any contact detail or address changes via profile update on eTenders.
- 12.2** Suppliers must immediately inform DFSI of any significant change to their financial capacity, capability, ownership status etc. by email and referencing:
Remote Sensing Services and Equipment Prequalification Scheme

Address the email to NSWBUY@finance.nsw.gov.au and outline the changes and any associated issues.

- 12.3** Suppliers must ensure that all insurances required by law are maintained and that all relevant insurances as required by the buyer for any engagement offer are evidenced prior to execution of the engagement.

13 Agency Obligations

- 13.1** Agencies must consider the work required to determine level of risk and to ensure a proper estimate is arrived at before any supplier is engaged.
- 13.2** Agencies should ensure due diligence in selecting from either pre-qualification that the applicant has the necessary levels of capability, resources and specialty to cover the specific engagement.
- 13.3** Agencies must consider the engagement risks and ensure insurance types and levels are determined and evidenced before any supplier is engaged.

14 Agency Performance Monitoring Obligations

- 14.1** Quality assurance, value for money, and performance improvement are key objectives of the Scheme. To help meet these objectives, Agencies are required to submit a Supplier Performance Report (Attachment 2).
- 14.2** Where an Agency considers that a Supplier's performance has been unsatisfactory, the Supplier will be kept informed and afforded an opportunity to show cause as to why it should not be rated 'unsatisfactory'.

15 Performance Reporting Behaviour

- 15.1** Supplier performance monitoring and reporting shall be conducted in accordance with the following principles:
 - (a) the mutual objective of contracting parties to achieve continuous performance improvement;
 - (b) the utilisation of performance reporting as a tool to facilitate the identification and resolution of project issues;
 - (c) open, proactive and objective performance monitoring and periodic formal reporting by the representatives of both parties to an engagement;
 - (d) performance reporting becoming the responsibility of both parties;
 - (e) performance being on the agenda at regular formal contract meetings;
 - (f) performance issues being promptly addressed by the parties concerned;

- (g) performance issues being discussed openly with the Supplier to ensure that concerns (such as dissatisfaction with performance) do not come as a surprise when subsequently documented in the relevant Performance Report;
- (h) objective statements or documents consistent with and supporting the performance rating should be used to provide the basis for the ratings recorded in a performance report; and
- (i) the assessment of the performance of the Supplier should take account of individual behaviour when necessary to highlight performance problems for resolution; and
- (j) a proactive approach to initiating and encouraging communication by either party to discuss performance and performance reporting matters, including making arrangements for formal performance reporting consultation meetings.

16 Performance Reporting Process

16.1 The Agency will be responsible for the submission of Supplier Performance.

16.2 When a Supplier Performance Report is prepared, the Agency shall:

- (a) provide a copy of the Performance Report to the Supplier; and
- (b) forward the original to NSWBUY@finance.nsw.gov.au

16.3 If the Supplier disagrees with the Supplier Performance Report, the Agency and the Supplier must attempt to resolve the disagreement in the first instance. Following an unsuccessful attempt to resolve a disagreement, the Supplier may refer the Supplier Performance Report, with written reasons for the disagreement by way of email to:

NSWBUY@finance.nsw.gov.au

referencing the Remote Sensing Services and Equipment Prequalification Scheme

16.4 DFSI will:

- (a) arrange a meeting between Supplier and the Agency to discuss and consider the Supplier Performance Report and reasons;
- (b) determine the disagreement in consultation with DFSI;
- (c) if necessary, amend the Supplier Performance Report;
- (d) notify the Supplier of its decision; and
- (e) where the Supplier Performance Report is amended, enter the amended Supplier Performance Report information into DFSI's databases.

17 Performance Management

17.1 Monitoring and ensuring compliance in respect of each engagement under the Scheme is the responsibility of the agency and agency head.

17.2 DFSI will manage the performance of the Supplier by:

- (a) applying sanctions, such as temporary suspension from the Scheme, where performance is deemed unsatisfactory;
- (b) revoking a Supplier's admission to the Scheme, following due consideration of the circumstances, where performance is determined to be unsatisfactory; and
- (c) providing the opportunity for a Supplier to request a review of the decisions.

18 Upgrading of Prequalification

- 18.1** DFSI may upgrade a Supplier's status under the Scheme where the Supplier has submitted an application for such an upgrade, including documentation and other material in support of its request.

19 Downgrading of Prequalification

- 19.1** DFSI may downgrade a Supplier's status under the Scheme if DFSI considers that a Supplier has:
- (a) not complied with the Scheme Rules; or
 - (b) demonstrated unsatisfactory tendering performance, for example, by declining tendering opportunities without providing valid reasons, accepting a tendering opportunity but not lodging a tender, lodging late tenders or lodging uncompetitive tenders; or
 - (c) experienced an adverse change in capacity; or
 - (d) experienced an adverse change in business status.
- 19.2** Before the status of a Supplier is downgraded DFSI will advise the Supplier of the matters prompting the downgrade and will give the Supplier the opportunity to provide reasons as to why the downgrade should not occur.

20 Temporary Suspension

- 20.1** DFSI may suspend a Supplier from the Scheme if DFSI considers that the Supplier has:
- (a) not complied with the Scheme Rules; or
 - (b) demonstrated unsatisfactory performance.
- 20.2** DFSI will advise the Supplier of the reasons for the suspension and of any actions by the Supplier required to lift the suspension. A Supplier that has been suspended from the Scheme must inform DFSI if and when the actions required to lift the suspension have been undertaken.
- 20.3** DFSI will regularly review the status of Suppliers who have been suspended. If the action taken by the Supplier is considered by DFSI to be insufficient, the suspension period may continue and the Supplier will be notified accordingly. DFSI may revoke the suspension if it is satisfied that the Supplier has taken appropriate action to address the reasons for the suspension.

21 Removal from the Scheme

- 21.1** DFSI may revoke a Supplier's admission to the Scheme if DFSI considers that a Supplier has:
- (a) breached the Scheme Rules; or
 - (b) has appointed a receiver or administrator or becomes insolvent; or
 - (c) been the subject of substantiated reports of unsatisfactory performance for other NSW Government agencies; or
 - (d) been determined by the Assessment Body as not suitable for future work;
 - (e) has frequently declined provision of service opportunities without providing valid reasons; or
 - (f) experienced an adverse change in capacity or capability; or

- (g) experienced an adverse change in business status; or
- (h) failed to promptly and adequately address the reasons for a temporary suspension from the Scheme; or
- (i) been convicted of a breach of its obligations under work health and safety legislation or environmental protection legislation; or
- (j) otherwise failed to meet the standards required of the Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices.
- (k) Provided false and/or misleading information in making application to the scheme.

21.2 Before a Supplier's admission to the Scheme is revoked, DFSI will advise the Supplier of the matters prompting the proposed action and will give the Supplier the opportunity to provide reasons as to why the revocation should not occur.

21.3 Before a Supplier's membership is revoked, DFSI will advise the Supplier of the matters prompting the revocation and will give the supplier the opportunity to provide reasons as to why its membership should not be revoked.

21.4 A Supplier may also have their membership suspended if an adverse Supplier Performance Report, or a number of adverse Supplier Performance Reports, have been submitted. The Supplier may be asked to show cause as to why it should not be suspended as a member of the Scheme until it can provide evidence of having rectified the conduct the subject of the adverse Supplier Performance Report or Reports. Exception to this is where contact has been attempted but all contact details are invalid and a web search has failed to locate any current contact details. In this case suspension will be undertaken without notice.

21.5 Suppliers may use a generic (as opposed from a personal) email address as a contact point due to staff turnover etc. Receipt of offers may fail if the personal email account is no longer operational.

21.6 Where a Supplier who has had its membership suspended or revoked believes that there are substantive grounds for a review of the decision, the Supplier may request such a review in writing. A report on the review will be prepared by DFSI who will inform the supplier of the outcome of the review.

21.7 Where a Supplier who has had its membership suspended or revoked due to contact details or profile not being kept up to date does not respond within two months of the suspension, the Supplier will not be reinstated - they will be required to reapply for the Scheme and complete the application as a new applicant.

22 Request for Review of DFSI Decision

22.1 Where a Supplier considers that there are substantive grounds for DFSI to reconsider its decisions, the Supplier may request a review of the decision by writing, providing full details of the reasons for the request for review to:

NSWBUY@finance.nsw.gov.au

referencing the Remote Sensing Services and Equipment Prequalification Scheme

DFSI will inform the Supplier of the outcome of the review.

23 Publicity

- 23.1** Suppliers must not advertise, promote or publicise in any form their admission to the Scheme without the written consent of DFSI.

24 Applicant's Acknowledgment

- 24.1** In applying for registration, the Applicant agrees to accept the Scheme Rules as they are varied from time to time.

25 Prequalification no Guarantee of Work

- 25.1** The receipt of prequalification by a Supplier does not guarantee:
- (a) continuity of the prequalification scheme
 - (b) continuity of the prequalification for the duration of the Scheme;
 - (c) receipt of opportunities to tender; or
 - (d) that engagements or work of any kind or quantity will be offered.

26 Work outside the Scheme

- 26.1** In the event that the Supplier wishes to undertake engagements under the *Remote Sensing Services and Equipment Prequalification Scheme*, the Supplier must apply for prequalification in accordance with the relevant scheme rules. The Supplier acknowledges it is aware that registration on the *Remote Sensing Services and Equipment Prequalification Scheme* of itself does not entitle prequalification to any other Prequalification Scheme administered by DFSI.

27 Assignment or novation by DFSI

- 27.1** DFSI may assign any of its rights under this Scheme, or novate its rights and obligations under this scheme, without consent of the Supplier to any Department, Government agency or any other body created by or under legislation of the State of New South Wales for the purpose of administering the functions or discharging the role of DFSI.

28 Assignment or novation by the Supplier

- 28.1** The supplier must not assign its rights under this Scheme or purport to novate its rights and obligations under this scheme without prior approval of DFSI.
- 28.2** Suppliers, if under contract with an agency, must inform the agency of any changes of name or ABN.

29 Review and Development of the Scheme

- 29.1** *The Remote Sensing Services and Equipment Prequalification Scheme* will be monitored by DFSI to assess whether the objectives and intent of the Scheme are being met. Modifications may be made at DFSI's discretion during the life of the Scheme.

REMOTE SENSING SERVICES AND EQUIPMENT

[insert PARTY NAMES]

CUSTOMER CONTRACT

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Customer Terms and Conditions

1. Background

- The Supplier is a member of the Remote Sensing Services and Equipment Prequalification Scheme ("the Scheme")
- The Customer requires the provision of Services from the Supplier set out in the Schedule - Scope of Services and Order it has provided to the Supplier.
- The Supplier has agreed to supply the Services detailed in the Schedule - Scope of Services and Order on these Customer Terms and Conditions.

2. Customer Contract

2.1 Parts of Customer Contract

The Customer Contract consists of:

- (a) the Special Conditions if any, specified in the Order;
- (b) these Customer Terms and Conditions;
- (c) the other parts of the Order;
- (d) the Scope of Services;
- (e) the other Schedules; and
- (f) the Dictionary.

If there is an inconsistency between the parts referred to in paragraphs (a) to (f) above, then the provision in the part higher in the list prevails to the extent of the inconsistency.

3. Term

3.1 Term of Customer Contract

The Customer Contract commences on the Customer Contract Commencement Date and continues until expiry of the Customer Contract Term unless terminated earlier in accordance with the Customer Contract.

4. Services

4.1 General

The Supplier must provide the Services, including any Deliverables to the Customer to a standard that meets or exceeds any applicable Service Levels and comply with the appropriate Specification set out in an Order.

4.2 Formation of Contract

- (a) The Supplier must not provide the Services until the Customer issues an Order and enters into a Customer Contract.
- (b) A Customer Contract is created upon the Customer and Supplier agreeing to the Order including any Special Conditions.

4.3 Incidental Services

The Supplier must provide (without additional charge) any incidental or related services not specifically described in the Customer Contract which are required for the proper performance or use of the Services.

4.4 Capability Levels

The Supplier must ensure it maintains sufficient capability and resources in relation to Services to meet its obligations under the Customer Contract.

4.5 Access to Sites

- (a) In accessing a Site the Supplier must comply with the Customer's policies and procedures applicable to access to that Site.
- (b) The Supplier acknowledges that it will not have possession, lease or licence to any Site.
- (c) At all reasonable times the Supplier must permit the Customer (including its authorised employees and agents) to have access to the Services and to the premises of the Supplier and its Subcontractors. This may include for the purpose of surveillance, audit, inspection, testing, certification and recording of information in any form or for any other reasonable purpose required by the Customer in connection with the Customer Contract.
- (d) Subject to compliance by the Supplier with clause 4.5(a), the Customer must give the Supplier sufficient access to the Site to allow the Supplier to perform the Services.

5. Other Supplier Obligations

5.1 Transition in

The Supplier must act in good faith, and do all things necessary, to assume the provision of the Services as required by the Customer Contract, including ensuring that it complies with the requirements of, and dates specified in, any agreed transition in plan.

5.2 Service Levels

If the Supplier fails to meet any Service Level, then the Supplier must at no additional cost to the Customer promptly:

- (a) if requested by the Customer, in the case of Services re-perform those Services which gave rise to the failure to meet the Service Level;
- (b) use all reasonable endeavours to correct the issue which caused the failure to meet the Service Level;
- (c) arrange all additional resources reasonably necessary to perform the Services in accordance with the Service Level as soon as practicable; and
- (d) if requested by the Customer, provide a detailed report on the steps taken by the Supplier to prevent similar future non-compliance with the Service Levels.

5.3 Conflict of interest

If the Supplier finds itself in a position of conflict of interest in relation to the provision of the Services to the Customer, then the Supplier must immediately notify the Customer of this conflict of interest and the Supplier must immediately resolve the conflict of interest to the Customer's reasonable satisfaction.

5.4 Corruption or Unethical Conduct

- (a) Suppliers must comply with the requirements of the Customer Business Ethics Statement, which is available at the link in subparagraph (b)(iii).
- (b) If a Supplier, or any of its officers, employees, agents or sub-contractors is found to have:
 - (i) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Principal, Customer or the NSW Government in connection with the Customer Contract;
 - (ii) committed corrupt conduct in the meaning of the Independent Commission Against Corruption Act 1988;
 - (iii) a record or alleged record of unethical behaviour; or not complied with the requirements of the Customer's Business Ethics Statement available at: <http://www.services.nsw.gov.au/about-us/business-ethics>
 - (iv) improper conflicts of interest by the Supplier,the Customer reserves the right to terminate the Customer Contract.
- (c) The Customer may, in its discretion, invite the Supplier to provide written comments within a specified time before the Customer terminates the Customer Contract on the basis of this clause.

5.5 Standard of performance

The Supplier must perform its obligations under the Customer Contract:

- (a) in accordance with best industry practice;
- (b) with all due care, skill and diligence expected of a professional service supplier; and
- (c) in a cost effective manner consistent with the required level of quality and performance.

5.6 Licences and Approvals

The Supplier must obtain at its own cost all licences, approvals and consents necessary to perform the Services and meets its obligations under the Customer Contract.

5.7 Compliance with the NSW Government: Small and Medium Enterprise Policy Framework

To the extent that the Small and Medium Enterprise Policy Framework applies to the provision of goods or services under the Customer Contract, the Supplier must comply with the requirements of the Small and Medium Enterprise Policy Framework as follows:

- (a) Depending on the threshold value of the procurement to be made via competitive quotes, the Supplier acknowledges that it may be required to complete a SME Participation Plan (SMEPP);
- (b) Supplier acknowledges that, where a SMEPP is required in competitive quotes, reliance will be placed on SMEPP in the evaluation of the quotation submitted by the Supplier and in the Customer entering into any agreement with the Supplier;
- (c) Supplier agrees to comply with the requirements and commitments provided for in any future SMEPP tendered by the Supplier and to take all steps reasonably required to enable the Customer to monitor compliance by the Supplier with any future SMEPP; and
- (d) Supplier and the Customer agree that the Customer may establish mechanisms to monitor compliance by the Supplier with the requirements and its commitments

under any future SMEPP. The Supplier and the Customer agree that non-compliance by the Supplier with any future SMEPP commitments will entitle the Customer to terminate the Customer Contract for cause. Further, the Supplier agrees that the Customer may take into consideration non-compliance by the Supplier with any future tendered SMEPP when evaluating tenders submitted by the Supplier in the future for other agreements.

5.8 Comply with requirements

The Supplier must:

- (a) ensure that the Services comply with all relevant laws that relate to or otherwise apply to the Services (as applicable);
- (b) comply with all laws, codes, licences and Standards relating to its supply of Services;
- (c) comply with all Customer standards, policies and procedures notified from time to time (other than any which are expressly inconsistent with the Customer Contract) including the NSW Procurement Policy Framework; and
- (d) comply with all other reasonable requirements and directions of the Customer in relation to the Services, including that the Supplier must reasonably co-operate with other Customer suppliers.

6. Change control

6.1 Change request

Either party may request a change to:

- (a) the scope of Services; or
- (b) the requirements of the Order;

(each a “**Change**”) by issuing a notice in writing to the other party.

6.2 Change request by the Customer

If a Change is requested by the Customer, the Supplier must provide to the Customer within 10 Business Days of receiving the notice of request, or such other period as the parties may agree, a Change Proposal which complies with clause 6.5 (Requirements for Change Proposal).

6.3 Change request by the Supplier

If the Change is requested by the Supplier, the Supplier must include a Change Proposal with the request for Change or provide the Change Proposal at such later date as the parties may otherwise agree.

6.4 Assistance from the Customer

Where the Supplier requires information from the Customer in order to properly prepare a Change Proposal, the Customer will provide all such information reasonably requested within a reasonable period from the date of the request.

6.5 Requirements for Change Proposal

Each Change Proposal must:

- (a) set out a full description of the Change; and
- (b) specify all changes to the relevant Contract Price, the relevant timeframes and any other conditions which the Supplier reasonably requires in order to perform the Change and must detail reasons for those changes.

Any adjustment to the Contract Price must be based on the Supplier's actual direct costs as a result of the Change, including a reasonable profit allowance.

6.6 Acceptance or rejection of a Change Proposal

The Customer may accept or reject a Change Proposal at any time within 20 Business Days of receiving the Change Proposal. Where the Customer accepts a Change Proposal, the parties will execute a Change Notice on those terms and the Customer Contract will be varied accordingly, with effect from the date of execution of the Change Notice.

6.7 Costs adjustment

On each anniversary of the Customer Contract Commencement Date, the Supplier may seek an adjustment to the Contract Price.

7. Confidentiality and privacy

7.1 Disclosure of Confidential Information

The Recipient must not disclose the Confidential Information supplied by the Discloser to any person except in the Permitted Circumstances.

7.2 Permitted disclosures

If the Recipient discloses the Discloser's Confidential Information to a Representative or with the consent of the Discloser under clause 7.1 (Disclosure of Confidential Information) then:

- (a) it must use its best endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 7.1 (Disclosure of Confidential Information);
- (b) the Discloser may at any time require the persons receiving the Confidential Information to give written undertakings relating to the non-disclosure of the Confidential Information and the Recipient must arrange for all such undertakings to be given promptly; and
- (c) the Recipient must reserve the right to demand immediate delivery of all documents or other materials in its possession, power or control or in the possession, power or control of the third party who has received Confidential Information from it containing or referring to that Confidential Information.

7.3 Use of Confidential Information

The Recipient must not use the Discloser's Confidential Information except for the purpose of exercising the Recipient's rights or performing its obligations under the Customer Contract or any other agreement between the parties.

7.4 Return of Confidential Information

On the Discloser's request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control, or in the possession, power or control of persons who have received Confidential Information from the Recipient, except to the extent that:

- (a) the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under the Customer Contract or other agreement between the parties; or
- (b) the Recipient is otherwise entitled to retain the Confidential Information.

7.5 No disclosure of the terms of the Customer Contract

Subject to clause 7.6 (Disclosure of details of Customer Contracts with the private sector), except as otherwise agreed or required by law, any regulatory authority or stock exchange, neither party may disclose the terms of the Customer Contract to any person other than its Representatives on a confidential basis.

7.6 Disclosure of details of Customer Contracts with the private sector

The Supplier acknowledges that the Customer may be required to publish certain information concerning the Customer Contract in accordance with ss 27 – 35 of the *Government Information (Public Access) Act 2009 (NSW)*. If the Supplier reasonably believes that any part of the Customer Contract contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Supplier should immediately advise the Customer in writing, identifying the provisions and providing reasons so that the Customer may consider seeking to exempt those provisions from publication.

7.7 Publicity

The Supplier may only make press or other announcements or releases about the Customer Contract and the transactions related to it:

- (a) with the express, written approval of the Customer; or
- (b) as required to be made by law or the rules of a stock exchange provided that the Supplier gives the Customer as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

7.8 Compliance with privacy requirements

The Supplier must:

- (a) comply with the Customer's privacy policies (and each specific privacy policy of the Customer in relation to the collection and/or handling of personal or private information relating to third parties including the obtaining of any necessary consents to its use by the Customer or by third parties) as notified in writing to the Supplier from time to time as if it were bound by that policy;
- (b) comply with the *Privacy Act 1988 (Cwlth)*, *Privacy and Personal Information Protection Act 1998 (NSW)* and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws;
- (c) comply with all directions by the Customer:
 - (i) relating to the means by which the Customer complies with the *Privacy and Personal Information Protection Act 1998 (NSW)*, the Customer's privacy policies, and all other applicable laws, codes and privacy policies; and
 - (ii) co-operate with the Customer in the resolution of any complaint alleging a breach of such laws, codes or privacy policy.

7.9 Provide information

On request by the Customer, the Supplier will promptly provide all reasonable assistance to enable the Customer to comply with its obligations under the Customer Contract and at law, including providing details of any person (for example, a related body corporate or any other private sector entity in which the Supplier has an interest) that:

- (a) will be involved in performing any of the Supplier's obligations under the Customer Contract; or
- (b) will receive a benefit under the Customer Contract.

This clause 7 survives the termination of the Customer Contract for any reason whatsoever.

8. Representatives, reporting and audits

8.1 Responsibilities

The Customer Representative and the Supplier Representative will be responsible for the co-ordination and management between the parties of the Customer Contract, including ensuring the performance by the parties of their respective roles and responsibilities.

8.2 Reports

The Supplier must provide to the Customer the reports with the content and in the frequency and form (electronic or physical) set out in the Order.

8.3 Review meetings

The Supplier Representative must attend meetings with the Customer Representative at a place and time to be notified to the Supplier by the Customer to:

- (a) review the performance of the Supplier in relation to the Customer Contract and the Contract Price incurred by the Customer up to that date, including any faults in the provision of any of the Services over the previous review period and any actions undertaken by the Supplier to resolve the relevant faults;
- (b) discuss any other issues in relation to the Services or the Customer Contract.

8.4 Additional reports and review meetings

The Customer may request additional reports and review meetings to those required to be provided under clauses 8.2 and 8.3 (as set out in the Order). The Supplier will provide these additional reports and review meetings at no additional cost to the Customer.

8.5 Records and inspection

The Supplier must, and must ensure all Subcontractors:

- (a) keep and maintain all necessary Records during the Customer Contract Term and 7 years thereafter;
- (b) make those Records available for inspection and/or audit as reasonably required by the Customer, a regulator, any external auditor or advisor or any of their authorised representatives, during normal business hours. Copies and extracts of any Records may be taken for these purposes;
- (c) permit the Customer to inspect or appoint a third party to inspect the Supplier's premises to confirm compliance with the Customer Contract; and
- (d) provide all appropriate resources and all reasonable assistance required by any person conducting any inspection and/or audit, and fully co-operate with that person in good faith and at the Supplier's sole cost.

8.6 Annual audit

The Customer may conduct itself, or appoint a third party to conduct, an audit of the Supplier's performance and compliance with the Customer Contract.

8.7 Costs of audit

The auditors' costs incurred by the Customer in the audit under clause 8.6 (Annual audit) will be paid by the Customer. However, where the auditor objectively determines that the performance by the Supplier falls below the Service Levels or identifies breaches of the Customer Contract by the Supplier, all the costs of the Customer (including third party auditor fees) in respect of that audit will be paid by the Supplier.

8.8 Costs

Unless expressly provided otherwise in this clause 8 ([Representatives, reporting and audits](#)), the Customer and the Supplier will each pay their own costs and expenses in connection with this clause 8 ([Representatives, reporting and audits](#)).

9. [Contract Price, invoices and payments](#)

9.1 Contract Price and invoicing

Subject to this clause 9 (Contract Price, Invoices and payments), in consideration of the Supplier performing the Services, the Customer will pay to the Supplier the Contract Price. The Supplier is not entitled to recover any charge or expenses additional to the Contract Price for the performance of the Services, the provision of any benefit or the performance of any acts, even if required to do so under the Customer Contract, unless the Scope of Services or Order provides otherwise.

9.2 Payment of invoices

The Customer is not required to pay any amount to the Supplier unless it has received a correctly rendered invoice for that amount. Unless the Order specifies otherwise, the Customer must pay each correctly rendered invoice within 30 days after receipt of that invoice.

9.3 Invoice Timing

The Supplier will issue an invoice for the Contract Price in accordance with the Invoice Timing or if there is no Invoice Timing established for the relevant Services, then on completion of all Services under that Customer Contract, unless otherwise agreed in writing by the Customer.

9.4 Correctly rendered invoice

For the purposes of the Customer Contract, an invoice is not correctly rendered unless:

- (a) the invoice is a Tax Invoice;
- (b) the Supplier is entitled to issue the invoice under 9.3 (Invoice Timing);
- (c) the amount claimed in the invoice is correctly calculated under that Customer Contract;
- (d) the invoice includes the Customer purchase order number and is addressed to the Customer Representative and set out in a manner that identifies the Customer Contract, the Services which the invoice covers and itemises each amount claimed, to a level of detail satisfactory to the Customer acting reasonably;
- (e) the invoice is accompanied by documents that adequately demonstrate to the Customer the Services that were performed and the basis on which the amounts are claimed; and
- (f) the invoice is accompanied by a completed Contractor Statement in the form attached in respect of the period to which the invoice relates, where applicable.

9.5 Disputed invoices

Where the Customer considers that an invoice is not correctly rendered the Customer will issue to the Supplier within 10 Business Days after receipt of the invoice a notice setting out the reasons

and identifying any amounts which are in dispute. The Supplier must then cancel that invoice and reissue the invoice for the undisputed amount.

9.6 Amounts due to the Customer

Each amount payable by the Supplier to the Customer under an indemnity, warranty, reimbursement, rebate or refund obligation, or default event under the Customer Contract is a debt due and payable to the Customer on demand. Any demand must be accompanied by any relevant verifying documentation and, if the amount payable is a taxable supply must be a Tax Invoice. At the Customer's option the Supplier must pay or credit the amount to the Customer, within 30 days after issue of the demand or in accordance with the time otherwise set out in the Customer Contract.

9.7 Payment does not affect other rights or obligations

Payment of money under clause 9.1 (Contract Price and invoicing) is not evidence:

- (a) that the Customer accepts any Services under the Customer Contract;
- (b) of any waiver by or estoppel against the Customer in relation to any right or action which the Customer may have at any time against the Supplier;
- (c) that the Supplier has carried out its obligations under the Customer Contract; or
- (d) of the value of any of the Services.

9.8 Set-off

A Customer may set off any amount owing by the Customer to the Supplier against any amount due for payment by the Supplier to the Customer under the Customer Contract.

10. Taxes and GST

10.1 Taxes

The Supplier is responsible for all Taxes arising from or relating to the Customer Contract, and must pay Taxes which are imposed on the Supplier arising from or relating to the Customer Contract, except for any income tax or capital gains tax payable by the Customer.

10.2 GST

The parties agree that:

- (a) unless expressly stated otherwise, all amounts payable by the Customer to the Supplier under the Customer Contract are inclusive of GST;
- (b) if a supply under the Customer Contract is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, then the party receiving the supply must pay to the party making the supply an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate;
- (c) the additional amount is payable at the same time as the consideration for the supply is payable;
- (d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and
- (e) if a party is entitled to be reimbursed or indemnified under the Customer Contract, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

10.3 Withholding tax

If a law requires the Customer to deduct an amount in respect of Taxes from a payment under the Customer Contract, then:

- (a) the Customer agrees to deduct the amount for the Taxes; and
- (b) the Customer agrees to pay an amount equal to the amount deducted to the relevant Government Agency as required by applicable law and give the original receipts to the Supplier.

11. Supplier Personnel

11.1 Supplier Personnel

The Supplier must ensure that the Supplier Personnel are suitably qualified, experienced and competent for their role in providing the Services. The Supplier must ensure that only the Supplier Personnel perform the Services unless prior written consent is obtained from the Customer to provide replacement Supplier Personnel.

11.2 Removal of Supplier Personnel

The Supplier must promptly remove and replace any particular Supplier Personnel as reasonably requested by the Customer. The parties acknowledge that it is reasonable for the Customer to request the removal or replacement of a Supplier Personnel if there has been any breach of the Customer Contract by that Supplier Personnel.

11.3 Information about Supplier Personnel

Where requested, the Supplier must provide to the Customer:

- (a) a list of the Supplier Personnel;
- (b) accurate information about the identity, qualifications, job history and character of each of the Supplier Personnel; and
- (c) completion of any checks of the Supplier Personnel required by the Customer as set out in the Order.

12. Intellectual Property Rights

12.1 Existing Intellectual Property Rights

All Intellectual Property Rights of the parties existing before the date of the Customer Contract will be retained by the relevant party.

12.2 New Intellectual Property Rights

The Supplier assigns or will procure the assignment to the Customer, on creation:

- (a) Intellectual Property Rights in all modifications made to the Customer IP by the Supplier or its Subcontractors; and
- (b) All other Intellectual Property Rights created by the Supplier or its Subcontractors in the performance of the Services.

12.3 Supplier Licence

The Supplier grants to the Customer a, perpetual, royalty-free, non-exclusive, irrevocable licence:

- (a) to Use the Supplier IP (including all Intellectual Property Rights created by the Supplier or its Subcontractors in the performance of the Services that are not

assigned to the Customer) to the extent necessary for the Customer to receive the full use and benefit of the Services; and

- (b) sub-licence any of the rights granted under clause 12.3(a) to any person, but only in relation to the use or receiving benefits of the Services.

12.4 Customer Licence

The Customer grants to the Supplier, and to the extent necessary any relevant Subcontractor, for the Customer Contract Term, a royalty free, non-exclusive, non-transferable licence to Use the Customer IP only to the extent necessary to provide the Services.

12.5 Confidentiality

Nothing in clause 12.3 (Supplier Licence) and 12.4 (Customer Licence) removes or limits the obligations of confidentiality under clause C 7 (Confidentiality and privacy).

12.6 Indemnity

The Supplier must (either directly itself or by procuring Subcontractors to do so):

- (a) at the Customer's request and sole option:
 - (i) defend at no cost to the Customer, all Infringement Claims; or
 - (ii) provide, at no cost to the Customer, all reasonable assistance required by the Customer to defend any Infringement Claim;
- (b) indemnify the Customer against all costs (including legal costs on a solicitor and own client basis), losses, damages and expenses that the Customer may sustain or incur as a result of an Infringement Claim; and
- (c) satisfy any settlement of or judgement given in an Infringement Claim.

12.7 Other remedies

If, as a result of any Infringement Claim, the Customer is prevented from using the results of the Services, the Supplier must, at the Customer's option and at the Supplier's cost:

- (a) promptly procure for the Customer the right to use the results of the Services (as applicable) on reasonable commercial terms as contemplated under the Customer Contract free of any claim or liability for infringement;
- (b) promptly procure for the Customer replacement Deliverables which comply with the relevant Specifications; or
- (c) promptly modify the Deliverables so that they cease to infringe those rights (while still complying with the applicable Specifications).

13. Sub-contracting

13.1 Subcontracting

The Supplier must not sub-contract its obligations under the Customer Contract without the prior written approval of the Customer. The Customer may give or withhold its approval in its absolute discretion and may impose conditions on its approval.

13.2 Responsibility for Subcontractors

The Supplier is responsible for all acts and omissions of Subcontractors as if they were those of the Supplier and the Supplier indemnifies the Customer against all costs, expenses and liabilities incurred by the Customer in connection with the acts or omissions of any Subcontractors.

14. Warranties and representations

14.1 Representations and warranties in respect of Services

The Supplier represents and warrants that:

- (a) the Services:
 - (i) will be performed with due care and skill and in accordance with industry best practice;
 - (ii) will comply with all laws, licences, regulations and codes that are related in any way to the Services
 - (iii) will meet or exceed the Service Levels;
 - (iv) will be used with materials that are:
 - (A) fit for the purpose for which they are supplied and used; and
 - (B) will comply with any applicable Specifications or requirements;
- (b) to the best of its knowledge, no conflict of interest of the Supplier, its employees, agents or Subcontractors exists or is likely to arise in the performance of its obligations under the Customer Contract;
- (c) the Supplier and the Supplier Personnel will not infringe the Intellectual Property rights or Moral Rights of any person in providing the Services or otherwise performing the Customer Contract;
- (d) the Deliverables or Services and their use will not:
 - (i) result in a breach of any law or mandatory codes;
 - (ii) infringe any person's rights (including Intellectual Property Rights and Moral Rights);
 - (iii) constitute a misuse of any person's confidential information; or
 - (iv) result in the Supplier or any Related Bodies Corporate of the Supplier breaching any obligation that it owes to any person.

14.2 Notification of non-compliance

As soon as practicable after becoming aware of any matter which is likely to impact upon its ability to comply with a warranty or representation in this clause 14 [Warranties and representations](#), the Supplier must give written notice to the Customer detailing that matter and its likely impact on the Supplier's ability to comply with this clause 14 ([Warranties and representations](#)).

15. Insurance

15.1 Insurance

Before the Customer Contract Commencement Date the Supplier must obtain, and thereafter maintain, the policies of insurance listed in the Order during the Customer Contract Term, on terms that are reasonably satisfactory to the Customer.

15.2 Evidence of insurance

On request by the Customer, the Supplier must provide certificates of currency proving that the policies of insurance required under the Customer Contract have been effected and are current. A certificate of currency provided under this clause must be issued by the insurance company providing insurance and must contain all details reasonably requested by the Customer, including a summary of all risks covered and any exclusions.

15.3 Supplier notification

The Supplier must notify the Customer within two Business Days of any event which affects or may affect the Supplier's compliance with this clause 15 ([Insurance](#)), including any cancellation of a policy or reduction of limit of coverage below that required by the Customer Contract.

16. Liability and Indemnity

16.1 Indemnity

- (a) The Supplier will indemnify and keep indemnified the Customer for and against all actions, claims, costs, expenses and damages (including all legal costs) in respect of:
- (i) the Supplier's breach of its Confidentiality and Privacy (clause 7), Intellectual Property (clause 12) and Warranties (clause 14) obligations under this Customer Contract;
 - (ii) a claim against the Customer, its officers or employees made by a third party arising out of or in connection with a willful, unlawful or negligent act or omission of the Supplier, its directors, officers, employees, agents and subcontractors in the performance of the Supplier's obligations to the Customer under this Customer Contract;
 - (iii) loss of or damage to property of any kind of the Customer; or
 - (iv) personal injury or death of any person; or
 - (v) loss of or damage to any property; or
 - (vi) injury, illness or death of any of the Supplier's Personnel;
 - (vii) damage to or loss of any aircraft, equipment, tools, spare parts or other property provided by the Supplier under this Customer Contract;
 - (viii) injury, illness or death of any person whilst a passenger in an aircraft or in the course of any of the operations of embarking or disembarking;
 - (ix) damage to or loss of any property while being carried by an aircraft or in the course of any of the operations of loading or unloading; and
 - (x) breach by the Supplier or its Personnel of any law, rule, regulation, order, standard, schedule, permit, licence or clearance

arising out of or in connection with any act or neglect by the Supplier which is a breach of this Customer Contract or a default of the Supplier in the course of performing the Services.

- (b) The Supplier's liability in respect of and indemnity given in this clause shall be reduced proportionally to the extent that any unlawful, negligent or deliberately wrongful act or omission of the Customer caused or contributed to the loss.

16.2 Customer's liability

Subject to clause 16.4 (No limitation):

- (a) the aggregate liability of the Customer to the Supplier under or in respect of the Customer Contract whether in contract, tort (including negligence), statute or any other cause of action, is limited to the Customer Liability Cap; and

- (b) the Customer will not be liable to the Supplier under or in respect of any Customer Contract whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.

16.3 Supplier's liability

Subject to clause 16.4 (No limitation):

- (a) the aggregate liability of the Supplier to the Customer under or in respect of the Customer Contract whether in contract, tort (including negligence), statute or any other cause of action is limited to an amount equal to the Supplier Liability Cap; and
- (b) the Supplier will not be liable to the Customer under or in respect of any Customer Contract whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.

16.4 No limitation

Nothing in the Customer Contract operates to limit or exclude:

- (a) liability that cannot by law be limited or excluded;
- (b) the liability of either party in respect of personal injury (including sickness and death) or real or tangible property loss or damage;
- (c) liability of a party in respect of a breach of clause 7 (Confidentiality and privacy);
- (d) the Supplier's liability under clause 12 (Intellectual Property Rights);
- (e) liability of either party for unlawful or illegal acts or conduct; or
- (f) the Customer's liability to pay such of the Contract Price as is due and payable.

16.5 Consequential Loss Definition

- (a) Subject to clause 16.5(b) Consequential Loss:
 - (i) means any loss, not arising naturally, that is according to the usual course of things, from the relevant breach act or omission, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties, at the time they entered the Customer Contract, as the probable result of the relevant breach; and
 - (ii) includes loss of profit or loss of anticipated savings.
- (b) Consequential Loss does not include:
 - (i) additional internal administrative and management costs and expenses;
 - (ii) expenditure or fees rendered unnecessary;
 - (iii) costs of procuring replacement Services; and
 - (iv) legal fees on a full indemnity basis.

17. Force Majeure

17.1 Notice of a Force Majeure Event

A party does not breach the Customer Contract and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event provided that the party affected by the Force Majeure Event gives the other party a written notice which:

- (a) sets out details of the Force Majeure Event;

- (b) identifies the nature and extent of the obligations affected by the Force Majeure Event;
- (c) advises the period of time during which the affected party estimates that it will not be able to perform or will be delayed in performing its obligations; and
- (d) provides details of the action that it has taken or proposes to take to remedy the situation.

17.2 Obligations of affected party

A party affected by a Force Majeure Event must:

- (a) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible; and
- (b) promptly re-commence performing the suspended obligations as soon as reasonably possible and notify the other party when this occurs.

18. Termination

18.1 Termination for cause

The Customer may terminate the Customer Contract in full or in part immediately on notice to the Supplier if:

- (a) the Supplier breaches that Customer Contract and:
 - (i) the breach is not capable of remedy; or
 - (ii) the breach is capable of remedy and the Supplier fails to remedy the breach within 10 Business Days, or such longer time as the Customer states, of receiving notice from the Customer requiring the breach to be remedied;
- (b) the Supplier assigns or purports to assign its rights otherwise than as permitted by that Customer Contract; or
- (c) the Supplier undergoes a Change of Control.

18.2 Termination for convenience on notice

The Customer may terminate the Customer Contract in full or in part by giving not less than 60 days' written notice to the Supplier.

18.3 Force Majeure

If:

- (a) a delay or failure to perform a party's obligations due to a Force Majeure Event exceeds 20 Business Days; or
- (b) if the Customer (in relation to the Customer Contract) reasonably considers the Force Majeure Event will not cease within that period,

then the Customer may immediately terminate the Customer Contract on notice to the Supplier.

18.4 Termination of the Customer Contract by Supplier for cause

The Supplier may only terminate the Customer Contract if the Customer has failed to pay an amount due to the Supplier under that Customer Contract which is not the subject of a bona fide dispute within 40 Business Days of receiving a correct notice claiming that the amount is overdue and stating that the Supplier proposes to exercise its rights under this clause 18.4 (Termination of the Customer Contract by Supplier for cause) if payment is not made.

19. Events following termination or expiry

19.1 Obligations on termination of a Customer Contract

On termination of the Customer Contract for any reason, the Supplier must pay that Customer any fees paid by the Customer to the Supplier in advance for Services not yet supplied under that Customer Contract.

19.2 Early termination charges

If the Customer terminates the Customer Contract (or part of the Customer Contract) for convenience pursuant to clause 18.2 (Termination for convenience on notice), then if the Supplier is able to demonstrate to the Customer's reasonable satisfaction that prior to receiving notice of termination:

- (a) the Supplier has incurred or irrevocably committed with a third party to incur costs for the purposes of providing Services under the terminated Customer Contract (or part of it) and the Supplier has not at the time of termination become entitled to charge for those Services, then the Customer must reimburse the Supplier for those costs which the Supplier incurs.

19.3 Mitigation

The Supplier must take all reasonable steps to mitigate the costs referred to in this clause 19.2 (Early termination charges) and the Customer will not be required to pay costs to the extent that they could have been avoided or reduced by taking such steps. The Supplier must provide the Customer with evidence reasonably satisfactory to the Customer to substantiate any claim under this clause 19.2 (Early termination charges).

19.4 Disengagement Period

For 6 months following the expiry or termination of a Customer Contract (or part thereof), the Supplier will provide such assistance reasonably requested by the Customer for the supply of the Services to continue without interruption to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Customer, including:

- (a) acting in good faith to the Customer and providing reasonable co-operation with a third party supplier nominated by the Customer, and
- (b) providing the Customer data, information and materials that may be required to enable transacting with a new provider as requested by the Customer.

19.5 Survival

Clauses 9 (Contract Price, invoices and payments), 7 (Confidentiality and privacy), 10 (Taxes and GST), 12 ([Intellectual Property Rights](#)), 16 (Liability), 22 (Disputes), 23 (General) and Supply Schedules survive the termination or expiry of the Customer Contract, as do any rights and remedies accrued before termination or expiry.

20. Notices

20.1 Form

Unless stated otherwise in the Customer Contract, all notices, certificates, consents, approvals, waivers and other communications in connection with the Customer Contract must be in writing.

20.2 Other notices and communications

A notice, consent, request or any other communication under the Customer Contract must be:

- (a) left at the address of the addressee, or

- (b) sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee; or
- (c) sent by facsimile to the facsimile number of the addressee specified in the Order or notified by the receiving party; or
- (d) sent by email to the email address specified in the Order or as notified by the receiving party.

20.3 Time of receipt

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if posted, the earlier of the date of receipt and three Business Days after posting if within Australia or seven, if posted to or from a place outside Australia;
- (c) if a facsimile, the earlier of the time the addressee receives and the next Business Day after the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if an email, the earlier of when the email is opened by the recipient and the next Business Day after the time at which it enters the recipient's system (provided that the sender does not receive a delivery failure or out of office message).

21. Assignment, novation and piggybacking

21.1 Assignment or novation by the Customer

The Customer may assign any of its rights under the Customer Contract, or may novate its rights and obligations under the Customer Contract:

- (a) without the consent of the Supplier to any department, government agency or any other body created by or under legislation of the State of New South Wales for the purpose of administering the functions or discharging the role of the Customer or to any government sector agency within the meaning given to that term in the *Government Sector Employment Act 2013* (NSW); or
- (b) with the consent of the Supplier, which must not be unreasonably withheld or delayed, to any other person.

The Supplier must execute all documents necessary to give effect to any novation or assignment permitted under this clause 21.1 (Assignment or novation by the Customer).

21.2 Assignment or novation by the Supplier

The Supplier must not assign its rights under the Customer Contract or purport to novate its rights and obligations under the Customer Contract without the prior written consent of the Customer.

21.3 Piggybacking by other NSW Agencies

If any government agency (as defined in the *Public Works and Procurement Act 1912* (NSW)) requires the Supplier to supply to it the Goods and Services (other than under this Customer Contract) then the Supplier agrees that it will enter into a separate contract with that government agency on terms provided in this Customer Contract as though the Customer entered into this Customer Contract on behalf of that government agency, having regard only to necessary changes to reflect that the Goods and Services are to be supplied to the government agency.

22. Disputes

22.1 Dispute Notice

Either party may give written notice of a Dispute to the other party ("Dispute Notice"). A party giving a Dispute Notice must provide details of the history and circumstances of the Dispute and give reasons for why the party is disputing the issue.

22.2 Escalation

At the expiration of 5 Business Days from the date of the Dispute Notice, unless the Dispute has otherwise settled, the Dispute may be submitted to the dispute resolution process described in clause 22.3 (Process).

22.3 Process

Any Dispute submitted to the dispute resolution process will be dealt with in the following manner:

- (a) The Dispute will be referred initially to the Customer Representative and the Supplier Representative. The parties' representatives will attempt to settle the Dispute within 5 Business Days of the referral;
- (b) if the Customer Representative and the Supplier Representative are unable to resolve the Dispute within those 5 Business Days, or other such period as is agreed, the Dispute will be referred to the parties' respective senior management at a level deemed appropriate by each party given the nature of the Dispute; and
- (c) if the Dispute remains unresolved after a further 5 Business Days of the period referred to in clause 22.3(b), or other such period as is agreed, the parties will refer the Dispute to mediation by a single mediator in accordance with the procedure described below in clause 22.4 (Mediation).
- (d) If, after Mediation the Dispute remains unresolved, the parties may commence legal proceedings.

22.4 Mediation

Subject to this clause, if the parties agree to refer a Dispute to mediation, the mediation will be administered by the Australian Commercial Disputes Centre ("ACDC") and will be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated into this deed. In the event that the Supplier is a "small business" (being an Australian or New Zealand based firm that has an annual turnover of under \$2 million in the latest financial year), then the parties agree to refer the Dispute to the Small Business Commissioner for mediation.

22.5 Right to terminate and interlocutory relief

This clause 22 (Disputes) does not affect either party's rights to:

- (a) terminate the Customer Contract under clause 18 (Termination) or otherwise; or
- (b) commence court proceedings seeking interlocutory relief.

22.6 Parties to continue to perform

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under the Customer Contract.

23. General

23.1 Access to information

- (a) This clause 23.1 only applies to the extent that the Supplier is required to provide services to the public on behalf of the Customer.
- (b) Within 3 days of receiving a written request by the Customer the Supplier must provide the Customer with immediate access to information referred to in section 121(1) of the *Government Information (Public Access) Act 2009* (NSW) (but excluding information referred to in section 121(2) of the *Government Information (Public Access) Act 2009* (NSW)) contained in records held by the Supplier at the Supplier's expense and in such medium as the Customer may reasonably require. This is an essential term of the Customer Contract.
- (c) The Customer will consult with the Supplier before releasing any information obtained from the Supplier where required under section 54 of the *Government Information (Public Access) Act 2009* (NSW).

23.2 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless the Customer Contract expressly states otherwise.

23.3 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

23.4 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under the Customer Contract.

23.5 Remedies cumulative

The rights and remedies provided in the Customer Contract are in addition to other rights and remedies given by law independently of the Customer Contract.

23.6 Variation and waiver

A provision of the Customer Contract or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

23.7 Indemnities

The indemnities in the Customer Contract are continuing obligations, independent from the other obligations of the parties under the Customer Contract and continue after the Customer Contract ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under the Customer Contract.

23.8 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Customer Contract or any part of it.

23.9 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of the Customer Contract and other related documentation except for stamp duty.

23.10 Counterparts

The Customer Contract may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

23.11 Governing law and jurisdiction

The Customer Contract is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

23.12 Severability

If any part or provision of the Customer Contract is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of the Customer Contract will continue to operate.

23.13 Further assurance

Each party agrees to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under the Customer Contract; and
- (b) to give effect to the intentions of the parties and the transactions contemplated by the Customer Contract, including execution and delivery of documents and other instruments.

23.14 Entire agreement

The Customer Contract constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

DICTIONARY

Business Days means a day other than a Saturday, Sunday, public holiday in Sydney or 24 or 31 December.

Change is defined in clause 6 of the Customer Terms;

Change of Control occurs, in respect of an entity when:

- (a) a person who did not have Control of the entity at the Commencement Date acquires Control of the entity; or
- (b) a person who did have Control of the entity at the Commencement Date ceases to have Control of the entity.

Change Notice means a notice executed by the parties setting out an agreed Change and the variations to the Customer Contract relating to that Change.

Change Proposal means a proposal issued by the Supplier detailing the variations which would be applicable to implement a Change.

Contract Price means the charges set out in an Order.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Confidential Information in relation to a **Customer** means all Information disclosed (including inadvertently) by the Customer, an Eligible Customer or any of their Representatives in connection with the Customer Contract, all Information disclosed by a third party which the Customer is required to keep confidential and all Information created by the Supplier in the course of providing the Services or in respect of Intellectual Property Rights owned by the Customer including:

- (a) confidential information of the Customer or a third party to whom Customer owes an obligation of confidentiality;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and
- (c) trade secrets or information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

Confidential Information in relation to a **Supplier** means all Information, other than Confidential Information of a Customer, disclosed to the Customer by the Supplier or any Representative of the Supplier for or in connection with the Customer Contract including:

- (a) Information which, either orally or in writing, is designated or indicated as being the property or confidential information of the Supplier;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and

- (c) trade secrets and information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

Consequential Loss has the meaning given in clause 16.5 (Consequential Loss Definition).

Control of an entity includes the direct or indirect power to:

- (a) direct the management or policies of the entity; or
- (b) control the membership of the board of directors,
- (c) whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cwlth).

Customer means the Eligible Customer that has placed an Order for Services.

Customer Contract Term or Term means, if applicable, in respect of a Customer Contract, the term of that Customer Contract.

Customer IP means Intellectual Property Rights owned by or licensed to the Customer and made available to the Supplier or a Subcontractor for the purposes of the performance by the Supplier of its obligations under a Customer Contract.

Deliverable means an item required to be provided as part of the Services.

Discloser means the party disclosing Confidential Information.

Dispute includes any dispute, controversy, difference or claim arising out of or in connection with a Customer Contract, including any question concerning its formation, validity, interpretation, performance, breach and termination.

Eligible Customer means:

- (a) a government agency as defined in the *Public Works and Procurement Act 1912*; and
a public body as defined by clause 6 of the Public Works and Procurement Regulation 2014.

Excluded Information means Information which:

- (a) is in or becomes part of the public domain otherwise than through breach of the Customer Contract or an obligation of confidence owed to the Discloser; or
- (b) Recipient can prove was already known to it at the time of disclosure by the Discloser or its Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) Recipient acquires from a source other than the Discloser where such source is entitled to disclose the Information.

Further Term means the period identified in the Order as the Further Term.

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999, as amended from time to time.

GST Exclusive Market Value has the meaning given to it in the GST Act.

Information means all information relating to or developed in connection with:

- (a) the business, technology or other affairs of the Discloser;
- (b) the Services or the Customer Contract;
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property owned or used by, or licensed to, the Discloser.

Infringement Claim means any Claim which would, if true, involve a breach of a warranty under clause 12.

A person is **Insolvent** if:

it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or

- (a) it has had a Controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (b) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the parties to that Customer Contract); or
- (c) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of 0, 0 or (a) above; or
- (d) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (e) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to a Customer Contract reasonably deduces it is so subject); or
- (f) it is otherwise unable to pay its debts when they fall due; or
- (g) something having a substantially similar effect to 0 to (f) happens in connection with that person under the law of any jurisdiction.

Input Tax Credit has the meaning it has in the GST Act.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Invoice Timing means the timing for issue of invoices set out in an Order.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the Copyright Act 1968 (Cth) or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

Order means the applicable Customer Contract - Schedule A, B or C order form issued to a Supplier in accordance with the Customer Terms and Conditions.

Permitted Circumstances means, in respect of a Recipient, a disclosure by that Recipient of the Discloser’s Confidential Information to:

- (a) the Recipient’s Representatives who require the Confidential Information for the purposes of the Customer Contract; or
- (a) to enable the Recipient to obtain professional advice in relation to the Customer Contract; or
- (b) with the consent of the Discloser; or
- (c) if the Recipient is required to do so by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient or by a stock exchange; or
- (d) if the Recipient is required to do so in connection with legal proceedings relating to the Customer Contract or other deed between the parties.

Receiver includes a receiver or receiver and manager.

Recipient means the party receiving Confidential Information.

Records means records and documentation relating to the Customer Contract (including Services, Service Levels and/or Contract Price).

Related Bodies Corporate has the meaning it has in the Corporations Act.

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

Scope of Services means the Schedule detailing the Services that the Supplier will supply to the Customer as part of the Order.

Service Levels means the minimum performance levels set out in a Supply Schedule.

Services means all services, including Deliverables set out in the Scope of Services required to be provided by the Supplier under a Customer Contract.

Specifications means the specification for the Deliverables and/or Services set out in the Order.

Subcontractor means subcontractors of the Supplier.

Supplier IP means Intellectual Property Rights owned by or licensed to the Supplier or a Subcontractor for the provision of Services.

Supplier Liability Cap means the Supplier liability cap set out in the Order.

Supplier Personnel means employees, partners, agents and sub-contractors (including employees of sub-contractors) of the Supplier.

Supplier Representative mean the person identified in the Order as the Supplier Representative, as varied by notice to the Customer from time to time.

Tax Invoice has the meaning given to it in the GST Act.

Taxes means taxes, levies, imposts, charges and duties (including, stamp and transaction duties) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the overall net income of the Customer, but excluding GST.

Term means the period commencing from the Commencement Date and ending on the date that the Customer Contract is terminated or expires.

Use means to load, run, execute, display, distribute, copy, perform or access.

REFERENCES TO CERTAIN GENERAL TERMS

Unless the contrary intention appears, a reference in the Customer Contract to:

(variation or replacement) a document (including the Customer Contract) includes any variation or replacement of it;

(clauses, annexures and schedules) a clause, Schedule, Annexure, Attachment or Exhibit is a reference to a clause in, or a Schedule, Annexure, Attachment or Exhibit to the Customer Contract;

(law) law includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

(dollars) an amount of money is a reference to the lawful currency of Australia;

(calculation of time) a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;

(next day) if an act under the Customer Contract to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and

(time of day) time is a reference to Sydney time.

(Headings) Headings are included for convenience only and are not to affect the interpretation of the Customer Contract.

SUPPLIER'S STATEMENT

Regarding Worker's Compensation, Payroll Tax and Payment

For the purposes of this Statement a "Supplier" is a person (or other legal entity) that has entered into a contract with a "principal" to carry out work.

This Statement must be signed by a "Supplier" (or by a person who is authorised, or held out as being authorised, to sign the statement by the contractor) referred to in any of s175B Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where the "Supplier" has employed or engaged workers or contractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal (Notes 1 and 5).

The Customer is entitled to withhold payment until this Statement is provided (*see note 2*).

SUPPLIER'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Supplier's Legal Name:..... ABN:.....

Supplier's Trading Name:.....

of.....
(Address of Contractor)

has entered into a contract with..... ABN:.....
(Name of Principal)

Contract number/identifier

The Period of work this Statement applies to is for work between:/...../.....and...../...../.....inclusive,

subject of the payment claim or invoice number dated:/...../.....

I, a Director or a person authorised by the Supplier on whose behalf this Statement is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Statement and declare the following to the best of my knowledge and belief:

Statement Validity Period

This Statement applies to all work performed by the Supplier for the Customer in respect of the above Contract for the period stated above (*Notes 3 and 4*)

• All workers engaged by the Supplier in respect of the works have been paid (<i>see Note 6</i>)	Yes <input type="checkbox"/>
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/> or
• the Supplier is an exempt employer for workers compensation purposes (<i>see Note 7</i>);	<input type="checkbox"/>
• The Supplier is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/> or
• the Supplier is not required to be registered;	<input type="checkbox"/>
• The Supplier has not engaged any subcontractors for the Contract or works, or	<input type="checkbox"/> or
• The Supplier has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>

SignatureFull Name.....

Position/Title Date/...../.....

Attach Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. A Supplier is any person or company who carries out work under a contract of any kind for any business of the Customer. References to “Subcontractor” and “Principal Contractor” in the legislation mentioned below have been changed in this Statement to “Supplier” and “Principal” respectively to avoid confusion.
2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* (“IRA”), section 175B of the *Workers Compensation Act 1987* (“WCA”) and Schedule 2 Part 5 of the *Payroll Tax Act 2007* (“PTA”). These provisions allow the Customer to withhold payment from a Contractor without any penalty unless and until the Supplier provides to the Customer a Statement declaring that:
 - a. All workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
 - b. all remuneration payable to relevant employees for work under the contract has been paid; and
 - c. all payroll tax payable relating to the work undertaken has been paid.
3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.
4. The person signing this declaration must be a person who is authorised by the Supplier either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Supplier's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Supplier is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (e.g. the principal accounting officer).
5. A Statement is not required where the Customer is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).
6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration /payment to which they are entitled.
7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Statement Retention

The Customer will keep a copy of this Statement for 7 years. If the Supplier obtains a similar statement from its subcontractor then the Supplier must keep that statement for 7 years.

Offences in respect of a false Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Suppliers should obtain their own professional advice if they have any questions about this Statement or these Notes.

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or NSW Industrial Relations www.industrialrelations.nsw.gov.au. Copies of the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 can be found at www.legislation.nsw.gov.au

SCHEDULE – SCOPE OF SERVICES

Specify the Scope of Services, including Statement of Requirements, any specific licensing requirements, mandatory qualifications of Specified Personnel (if applicable), air operator obligations, CASA obligations, specific insurance obligations, exclusions.

Remote Sensing Services and Equipment

Customer Contract - Schedule A Order Form

AIRCRAFT SERVICES

Version 1.1

This Order incorporates the Customer Contract Terms and Conditions and Scheme Rules forming part of the Remote Sensing Services and Equipment Scheme.

BOX 1 SUMMARY OF SERVICES

ORDER DETAILS	
Customer name	<i>Specify agency name</i>
Customer Representative	<i>Specify Customer Representative and Contact details</i>
Supplier name	<i>Specify supplier name</i>
Supplier Representative	<i>Specify Supplier Representative and Contact details</i>
Agreement reference	<i>Specify internal document reference number</i>
Services	The supply of Aircraft Services (including any Milestones) to be provided will be described in the Scope of Services, including the Statement of Requirements and any additional items that form the Agreement.
Term	From Click or tap to enter a date. (Commencement Date) To Click or tap to enter a date. (Contract End Date) Unless terminated earlier in accordance with this Agreement.
Further Term	<i>Specify options for contract renewal if applicable</i>
Supplier Personnel	Pilots <i>e.g. number of pilots required to service the contract.</i> <i>Specify the names, experience and qualifications of approved Supplier Personnel</i>
	Other <i>Specify the names, experience and qualifications of approved Supplier Personnel</i>
Reporting	<i>e.g. pilot diary, maintenance schedules, flight summaries, frequency of face-to-face</i>

BOX 1 SUMMARY OF SERVICES

	<i>meetings</i>		
Customer Liability Cap	<i>[Specify the liability cap applicable to each Customer Contract having regard to risk]</i>		
Supplier Liability Cap	<i>[Specify the liability cap applicable to each Customer Contract having regard to risk]</i>		
Insurance Requirements	Insurance Type	Minimum Sum Insured	Tick if required
	Worker's Compensation	As required by the laws of each relevant State and Territory	<input type="checkbox"/>
	Broadform Public and Products Liability	<p>[\$20 million] for any single occurrence and unlimited in the aggregate as to the number of occurrences.</p> <p>The total aggregate liability during any one period of insurance for all claims arising out of the Supplier's Products shall not exceed [\$20 million*]</p>	<input type="checkbox"/>
	Aircraft Liability	<p>A comprehensive Third Party liability policy to cover all sums which shall become legally liable to pay as compensation consequent upon:</p> <ul style="list-style-type: none"> • Death of or bodily injury or illness to any person; and • Operation of aircraft, with a limit of liability or not less than \$50 million for each and every occurrence. 	<input type="checkbox"/>
	Aircraft "All Risk" Hull Insurance	In respect of damage to or loss of the Aircraft, however caused.	<input type="checkbox"/>
	Equipment Insurance	Insurance of the Supplier in respect of damage or a loss to equipment, tools and spare parts and other property provided by the Supplier or Customer, up to the full replacement value	<input type="checkbox"/>
	Passenger Liability	In respect of injury, illness or death of any person caused while a passenger in an Aircraft or in the course of any operations or embarking or disembarking for not less than \$3 million for one or all persons, each and every occurrence.	<input type="checkbox"/>
	Cargo Liability	In respect of damage to or loss of any cargo and/or passenger baggage and belongings caused while being carried by an Aircraft in the course of any of the operations or loading or unloading for not less than \$300,000 each and every occurrence.	<input type="checkbox"/>

BOX 2 PAYMENT SCHEDULE

FEES (exclusive of GST, billed in AUD)	
Payment terms:	<i>e.g. fees will be calculated in minute intervals</i>
Invoice frequency:	<i>specify frequency e.g. monthly</i>
Contract Price:	<i>Specify the Contract Price</i>
Approved expenses	<i>E.g. the Contractor is entitled to charge for proving flights unless the data captured during the flight does not meet contract requirements.</i>
Supplier's expenses	<i>E.g. the hourly rate is inclusive of fuel, landing fees, pilot fees, oxygen expenses, and operating from locations other than base location.</i>

Select the relevant check boxes below to indicate which parts of the order form apply to this order.

BOX 3	<input type="checkbox"/>	Aircraft Type and Capabilities
BOX 4	<input type="checkbox"/>	Operational Requirements
BOX 5	<input type="checkbox"/>	Aircraft Maintenance
BOX 6	<input type="checkbox"/>	Additional Terms

BOX 3 AIRCRAFT TYPE & CAPABILITIES

ORDER DETAILS				
Aircraft type and registration	<i>Specify aircraft details. If multiple aircraft are supplied, duplicate Box 3 and complete the required details.</i>			
Auto Pilot	Yes / No			
IFR capable	Yes / No			
Typical operating altitude range	Min		Max	
Typical operating ground speed	Min		Max	
Minimum endurance	<i>Specify number of hours / minutes of flight at maximum take-off weight</i>			
Pressurised	<i>Yes / No. If yes, list requirements for maintaining cabin pressure and altitudinal range</i>			

BOX 3 AIRCRAFT TYPE & CAPABILITIES

ORDER DETAILS	
Minimum seating capacity	
Other	<i>Heating, cooling, etc.</i>

BOX 4 OPERATIONAL REQUIREMENTS

ORDER DETAILS	
Availability	<i>Specify when the aircraft is required to be operational and the minimum notice for having the aircraft ready for operation (includes transit time)</i>
Typical hours of operation	<i>Excludes transit time.</i>
Area of operation	<i>Provide a brief area description (e.g. NSW, LGA, main town or locality). If relevant, attach a vector file.</i>
Customer base location	
Supplier base location	
Contract performance measurements	<i>e.g. flying performance and impacts on quality of data, pilots availability</i>

BOX 5 AIRCRAFT MAINTENANCE

ORDER DETAILS	
Maintenance covered by Supplier	<i>Specify items that require maintenance that will be covered by the supplier e.g. all costs associated with meeting these requirements will be borne by the Contractor.</i>
Maintenance covered by Customer	<i>Specify items that require maintenance that will be covered by the Customer e.g. items not included in the agreement</i>

BOX 6 ADDITIONAL TERMS

DESCRIPTION
<p>This Agreement is subject to the following Special Terms: <i>e.g. costs associated with travel between contractor base location to customer base location.</i></p>

Remote Sensing Services and Equipment

Customer Agreement - Schedule B Order Form

REMOTE SENSING HARDWARE & SOFTWARE

Version 1.1

This Order incorporates all the Customer Contract Terms and Conditions and Scheme Rules forming part of the Remote Sensing Services and Equipment Scheme.

BOX 1 SUMMARY OF SERVICES

ORDER DETAILS			
Customer name	<i>Specify agency name</i>		
Customer Representative	<i>Specify Customer Representative and Contact details</i>		
Supplier name	<i>Specify supplier name</i>		
Supplier Representative	<i>Specify Supplier Representative and Contact details</i>		
Agreement reference	<i>Specify internal document reference number</i>		
Services	The supply of Remote Sensing Hardware and / or Software (including any Milestones) will be described in the Scope of Services, including the Statement of Requirements and any additional items that form the Customer Contract.		
Term	From Click or tap to enter a date. (Commencement Date) To Click or tap to enter a date. (Contract End Date) unless terminated earlier in accordance with this Agreement.		
Ongoing maintenance	<i>e.g. customer care package, licence renewals</i>		
Supplier Personnel	<i>Specify the names, experience and qualifications of approved Supplier Personnel</i>		
Reporting	<i>e.g. progress reports, frequency of face-to-face meetings</i>		
Customer Liability Cap	<i>[Specify the liability cap applicable to each Customer Contract having regard to risk]</i>		
Supplier Liability Cap	<i>[Specify the liability cap applicable to each Customer Contract having regard to risk]</i>		
Insurance	Insurance Type	Minimum Sum Insured	Tick if required

BOX 1 SUMMARY OF SERVICES

Requirements	Worker's Compensation	As required by the laws of each relevant State and Territory	<input checked="" type="checkbox"/>
	Broadform Public and Products Liability	<p>[\$20 million] for any single occurrence and unlimited in the aggregate as to the number of occurrences.</p> <p>The total aggregate liability during any one period of insurance for all claims arising out of the Supplier's Products shall not exceed [\$20 million*]</p>	<input checked="" type="checkbox"/>

BOX 2 PAYMENT SCHEDULE

FEES (exclusive of GST, billed in AUD)		
Payment type	Payment invoicing date	Amount due

Total amount payable (ex GST) _____

BOX 3 SPECIAL TERMS & CONDITIONS

DESCRIPTION
<p>This Agreement is subject to the following Special Terms: <i>e.g. leasing or purchase</i></p>

Select the relevant check boxes below to indicate which parts of the order form apply to this order.

BOX 4	<input type="checkbox"/>	Remotely Piloted Aircraft System (RPAS)
BOX 5	<input type="checkbox"/>	Cameras and Lenses
BOX 6	<input type="checkbox"/>	Remote Sensors
BOX 7	<input type="checkbox"/>	Surveying Equipment
BOX 8	<input type="checkbox"/>	Other Hardware
BOX 9	<input type="checkbox"/>	Software
BOX 10	<input type="checkbox"/>	Supporting Products & Services
PRODUCT BROCHURE IS ATTACHED		YES <input type="checkbox"/>
		NO <input type="checkbox"/>

BOX 4 REMOTELY PILOTED AIRCRAFT SYSTEM

ORDER DETAILS	
Product description	

BOX 5 CAMERAS & LENSES

ORDER DETAILS	
Product description	

BOX 6 REMOTE SENSORS

ORDER DETAILS	
Platform	<i>Tick those that apply and provide product details for relevant platform/s</i>
Terrestrial <input type="checkbox"/>	

BOX 6 REMOTE SENSORS

ORDER DETAILS			
	Mobile	<input type="checkbox"/>	
	Airborne	<input type="checkbox"/>	
	Other	<input type="checkbox"/>	
Wavelength	Topographic	<input type="checkbox"/>	Bathymetric <input type="checkbox"/> Full Waveform <input type="checkbox"/>
	Multi-spectral	<input type="checkbox"/>	<i>Specify bands and wavelengths</i>
	Hyper-spectral	<input type="checkbox"/>	<i>Specify bands and wavelengths</i>
	Details		<i>Include any other relevant details</i>
Mounting system	<i>e.g. stabilised mount, external pod, hard fixed mount</i>		
Internal data storage			
Other features	<i>e.g. Gyro-stabilised, receivers, operating flight altitude. Attach product brochure as required</i>		

BOX 7 SURVEYING EQUIPMENT

ORDER DETAILS	
Product description	

BOX 8 OTHER HARDWARE

ORDER DETAILS	
Product description	

BOX 9 REMOTE SENSING SOFTWARE

ORDER DETAILS	
Product description	<i>e.g. ongoing maintenance / costs / licencing / version updates</i>

BOX 10 SUPPORTING PRODUCTS & SERVICES

ORDER DETAILS

BOX 10 SUPPORTING PRODUCTS & SERVICES

ORDER DETAILS	
Training	
Maintenance	
Spare parts	
Other products / services	

Remote Sensing Services and Equipment

Customer Contract - Schedule C Order Form

DATA & PROCESSING

Version 1.1

This Order incorporates all the Customer Contract Terms and Conditions and Scheme Rules forming part of the Remote Sensing Services and Equipment Scheme.

BOX 1 SUMMARY OF SERVICES

ORDER DETAILS	
Customer name	<i>Specify agency name</i>
Customer Representative	<i>Specify Customer Representative and Contact details</i>
Supplier name	<i>Specify supplier name</i>
Supplier Representative	<i>Specify Supplier Representative and Contact details</i>
Agreement reference	<i>Specify internal document reference number</i>
Services	The supply of Remote Sensing Data, Software or Image Processing (including any Milestones) will be described in the Scope of Services, including the Statement of Requirements and any additional items that form the Customer Contract.
Term	From Click or tap to enter a date. (Commencement Date) To Click or tap to enter a date. (Contract End Date) Unless terminated earlier in accordance with this Customer Contract.
Supplier personnel	<i>Specify the names, experience and qualifications of approved Supplier Personnel</i>
Reporting	<i>e.g. progress reports, frequency of face-to-face meetings</i>
Metadata	<i>e.g. according to ANZLIC metadata standards</i>
Customer Liability Cap	<i>[Specify the liability cap applicable to each Customer Contract having regard to risk]</i>

Supplier Liability Cap	<i>[Specify the liability cap applicable to each Customer Contract having regard to risk]</i>		
Insurance Requirements	Insurance Type	Minimum Sum Insured	Tick if required
	Worker's Compensation	As required by the laws of each relevant State and Territory	<input type="checkbox"/>
	Broadform Public and Products Liability	<p>[\$20 million] for any single occurrence and unlimited in the aggregate as to the number of occurrences.</p> <p>The total aggregate liability during any one period of insurance for all claims arising out of the Supplier's Products shall not exceed [\$20 million*]</p>	<input type="checkbox"/>

BOX 2 PAYMENT SCHEDULE

FEES (exclusive of GST, billed in AUD)		
Payment type	Payment invoicing date	Amount due

Total amount payable (ex GST) _____

BOX 3 SPECIAL TERMS & CONDITIONS

DESCRIPTION
<p>This Agreement is subject to the following Special Terms: <i>e.g. licence conditions if different from Creative Commons 3.0 (CC BY 3.0 AU).</i></p>

Select the relevant check boxes below to indicate which parts of the order form apply to this order.

BOX 4	<input type="checkbox"/>	Area of Interest & Capture Date
BOX 5	<input type="checkbox"/>	Elevation & Depth Specifications <input type="checkbox"/> Capture <input type="checkbox"/> Processing <input type="checkbox"/> Classification <input type="checkbox"/> Products
BOX 6	<input type="checkbox"/>	Remotely Sensed Imagery Specifications <input type="checkbox"/> Capture <input type="checkbox"/> Processing <input type="checkbox"/> Classification <input type="checkbox"/> Products
BOX 7	<input type="checkbox"/>	Supporting Products

BOX 4 AREA OF INTEREST AND CAPTURE DATE

ORDER DETAILS	
Area of interest	<i>Provide a brief area description (e.g. Local Government Area, name of nearest main town or locality) and attach vector file or map showing boundary for area of interest.</i>
Acquisition timeframe	<i>Specify date range for capture or historic data e.g. time series capture start and end dates, historic data, tasking, return frequency</i>

BOX 5 ELEVATION & DEPTH SPECIFICATIONS

CAPTURE SPECIFICATIONS		
File Format	<i>e.g. LAS v1.2 or v1.4</i>	
Sensor requirements	<input type="checkbox"/> Topographic	

CAPTURE SPECIFICATIONS			
	<input type="checkbox"/> Bathymetric		
	<input type="checkbox"/> Full waveform		
	<input type="checkbox"/> LiDAR / Imagery	<i>e.g. City Mapper, Real World 3D (also see Box 6 for LiDAR specifications)</i>	
	<input type="checkbox"/> Other	<i>e.g. Radar, Sonar</i>	
Specifications for point cloud data (if required)	Intensity values	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Return values	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Coordinate system information in all LAS file headers	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	GPS times recorded as:	<input type="checkbox"/> Adjusted GPS time	<input type="checkbox"/> Seconds of the week
	Flight line numbers	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Colourised point cloud	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Ground control provided by contractor	<input type="checkbox"/> YES	<i>If yes, specify the number of control points that are required</i>	
	<input type="checkbox"/> NO or N/A		
PROCESSING SPECIFICATIONS			
Vertical accuracy	<i>Minimum recommended accuracy +/- 0.3m at 95% CI</i>		
Horizontal accuracy	<i>Minimum recommended accuracy +/- 0.8m at 95% CI</i>		
Datum			
Projection	<i>Specify MGA Zone / s</i>		
Trajectory	<i>Processing requirements, e.g. differential processing must be used</i>		
CLASSIFICATION SPECIFICATIONS			
Classification level	<i>Select the relevant check box that applies</i> <input type="checkbox"/> C1 Automated		

CAPTURE SPECIFICATIONS				
	<input type="checkbox"/> C2 Ground Anomaly Removal <input type="checkbox"/> C3 Manual Ground Correction <input type="checkbox"/> C4 Full			
PRODUCT SPECIFICATIONS				
Point cloud supply	AHD	YES / NO	ELL	YES / NO
Supplied coverage	Specify tile size (e.g. 2km x2km) and requirements for complete or partial tiles			
Product requirements	<input type="checkbox"/>	Digital elevation model	Specify resolution and data supply format	
	<input type="checkbox"/>	Digital surface model	Specify resolution and data supply format	
	<input type="checkbox"/>	Other	Specify details and data supply format	

BOX 6 REMOTELY SENSED IMAGERY SPECIFICATIONS

CAPTURE SPECIFICATIONS			
Capture purpose	General, natural disaster, special event, etc.		
Sensor requirements	<input type="checkbox"/>	Panchromatic	
	<input type="checkbox"/>	Multispectral	
	<input type="checkbox"/>	NIR	
	<input type="checkbox"/>	LiDAR / Imagery	e.g. City Mapper, Real World 3D (also see Box 5 for LiDAR specifications)
	<input type="checkbox"/>	Other	
	<input type="checkbox"/>	Resolution	
Accuracy	Specify horizontal accuracy		
Overlap	Specify overlap requirements (minimum of 30% is recommended)		
PROCESSING SPECIFICATIONS			
Processing level	Specify level of processing, e.g. orthorectified, unprocessed (raw data), georeferenced		
Corrections and adjustments	Specify image corrections, e.g. atmospheric, topographic, deglinting, haze removal, calibration, pan-sharpened		

BOX 6 REMOTELY SENSED IMAGERY SPECIFICATIONS

Ground control provided by contractor	<input type="checkbox"/> YES	If yes, specify the number of control points that are required
	<input type="checkbox"/> NO or N/A	
Trajectory	Processing requirements, e.g. differential processing must be used	
PRODUCT SPECIFICATIONS		
Supplied coverage	Specify complete or partial tiles	
Product requirements	<input type="checkbox"/> Mosaic	Specify resolution and data supply format
	<input type="checkbox"/> Digital terrain model	Specify resolution and data supply format
	<input type="checkbox"/> Stereo	Specify resolution and data supply format
	<input type="checkbox"/> Other	Specify details and data supply format

BOX 7 SUPPORTING PRODUCTS

ORDER DETAILS	
Product description	e.g. Tile Boundaries, flight diagram, seamlines, mosaic boundary

SIGNED AS AN AGREEMENT

Signed for and on behalf of

[insert name of Customer], ABN [insert ABN]

By [insert name of Customer’s Representative], but not so as to incur personal liability

Signature of Customer representative

Date

In the presence of:

Signature of Customer’s witness

Print Name

Date

Signed by

[insert the company name of the Contractor], ABN [insert ABN] in accordance with section 127 (1) of the Corporations Act 2001 (Cth) by:

Signature of director/company secretary

Signature of director

Print name

Print name

Date

Attachment 1 – Referee Report Template

Remote Sensing Services and Equipment Prequalification Scheme

Referee reports are used to assess whether the Applicant has demonstrated experience in the Engagement Types they have applied for within their application to join the Scheme.

THIS REFEREE REPORT IS FOR:

Check the box below for the nominated service category / categories applicable to this report.

- ☐ Remote sensing imagery and data processing
- ☐ Elevation and depth imagery and data processing
- ☐ Other remote sensing sensors and aircraft

NSW Government ReSSE Scheme

The information provided in this report may be subject to investigation, enquiries, clarification and verification by NSW Government Agencies to assist in assessing the suitability of service providers for the NSW Government ReSSE Scheme. Referees may be from any organisation and not just Government Departments.

INSTRUCTIONS FOR APPLICANT

- Required for applications to the Registered Supplier List.
- If you are applying for the Registered Supplier List, you must provide at least one (1) Referee Report. Up to three (3) referee reports can be submitted, but they must be merged into a single file for submitting with your application.
- If you are applying for the Advanced Registered Supplier List, you must provide three (3) Referee Reports merged into a single file for submitting with your application.
- Referee reports may cover more than one category.
- Referee reports must clearly indicate the category/categories to which it applies.
- Referee reports must be completed by the client referee. Reports completed by the Applicant will not be accepted.
- The file name must include the name of the nominated high-level category/categories and the Applicant's name.

Note: Referee reports can be from non-Government clients.

INSTRUCTIONS FOR REFEREE

- Referee reports must be for deliverables completed within the last three (3) years.
- Referee reports must be completed by the Client referee and include contact details. **Reports completed by the Applicant will not be accepted.**
- Referee reports may cover more than one category.
- Referee reports must clearly indicate the category/categories to which it applies.
- Client referees must be prepared to be contacted to verify or clarify information provided in this report.

REFEREE'S DETAILS	
Referee's Name	
Referee's line of business	<i>e.g. Government, Not for Profit, Private Enterprise</i>
	<i>If the referee is a private enterprise, state whether it is a sole trader, Australian company, multi-national Company or other type (specify).</i>

ENGAGEMENT DETAILS		
Vendor's Organisation Name		
Vendor's Contact Person	Name	
	Phone	
	Email	
Engagement / Project Name:		
Description of deliverables:		
Date Engagement Completed or goods delivered:		

ASSESSMENT						
As the client who paid for these deliverables, how well did the VENDOR meet your expectations?	N/A	unsatisfactory	Marginal	Acceptable	Good	Superior
1. Capacity: <i>e.g. ability to service a large organisation such as a Government Department</i>						
2. Time Management: <i>e.g. meeting milestones, on time delivery, resourcing, planning, reporting</i>						
3. Management & suitability of personnel (if applicable): <i>e.g. skills, experience, sufficient number, appropriate seniority used</i>						
4. Standard of Deliverables / Service: <i>e.g. meeting requirements or specifications</i>						
5. Quality of Deliverables: <i>e.g. accuracy, usability and effectiveness of results</i>						
6. Cost: <i>e.g. value for money, actual cost did not exceed cost estimate without prior agreement</i>						
7. Communications: <i>e.g. clear communication, appropriate level of reporting</i>						
8. Cooperative Relationships: <i>e.g. Cooperative approach, commitment, resolving issues</i>						
9. Recommendation for Future Work: would you recommend the Service Provider for similar type of work?	Yes / No					

ADDITIONAL COMMENTS ON THE SERVICE PROVIDER'S PERFORMANCE

Expand this section as required.

DETAILS OF CLIENT REFEREE

Provide details of Client referee e.g. General Manager, Director, Senior Project Manager

Name:			
Title:			
Date:			
Phone:		Mobile:	
E-mail:			
Signature:	<i>Note - electronic signatures will be accepted</i>		

Attachment 2 - Supplier Performance Report Template

Remote Sensing Services and Equipment Prequalification Scheme:

Under the Scheme Rules, all engaging agencies are required to submit a Supplier Performance Report for each engagement where:

- the performance of, and the services provided by, or the goods provided by, the Supplier are considered by the agency to be unsatisfactory.

The reports are due at the completion date of the engagement or whenever a critical aspect of performance is unsatisfactory.

PROJECT DETAILS

Supplier's Organization Name:			
Supplier's Contact Person:		Phone:	
Reference No (e.g. RFQ, RFT)			
Engagement / Project Name:			
Engagement Description:			
Date Engagement Commenced:			
Date Engagement Completed:			
Total Fee for this engagement (excluding GST):	\$		

ASSESSMENT

As the client who paid for this service, how well did the Supplier meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Superior
1. Time Management e.g. meeting milestones, resourcing, planning, reporting						
2. Management & suitability of personnel e.g. skills, experience, sufficient number, appropriate seniority used						
3. Standard of Service e.g. meeting brief, budget, value for money, no rework, supervision, no over servicing or under servicing						

As the client who paid for this service, how well did the Supplier meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Superior
4. Quality Outcomes e.g. accuracy, usability and effectiveness of results						
5. Cost actual cost did not exceed cost estimate without prior agreement						
6. Communications appropriate level of reporting						
7. Information Technology IT used where appropriate to increase efficiency and reduce costs						
8. Cooperative Relationships e.g. Cooperative approach, commitment, resolving issues						
9. Recommendation for Future Work Would you recommend the Supplier for similar type of work?	Yes ▶			No ▶		

ADDITIONAL COMMENTS ON THE SUPPLIER'S PERFORMANCE

< comments may be extended on next page >

SIGNATURE

By appropriate person e.g. General Manager, Director, Senior Project Manager. Please Note: Performance Reports must be signed and dated or will not be considered.

Name			
Title			
Date		Phone	Signature
Email			