

Digital Engineering Services Prequalification Scheme

Head Agreement

Head Agreement Details

|  |  |  |
| --- | --- | --- |
| **Date of this Head Agreement** | Date | [Insert] |

|  |  |  |
| --- | --- | --- |
| **Parties** | TfNSW | Transport for NSW |
| Address of TfNSW  | 18 Lee Street, Chippendale NSW 2008 |
| Supplier  | [Supplier name] (ABN [insert])  |
| Address of Supplier | [insert] |

|  |  |  |
| --- | --- | --- |
| 1. **Term** (cl. 2.3)
 | Commencement Date | [insert] |
| Initial Term | 3 years from the Commencement Date |
| Renewal Period | 2 options of 1 year each  |
| 1. **Notices** (cl.15.12)
 | TfNSW | Attention: [Insert]Address: 18 Lee Street, Chippendale NSW 2008Email address: [Insert] |
| Supplier | Attention: [Insert]Address: [Insert]Email address: [Insert] |
| 1. **Compliance** (cl. 11.1(a)(i)(G))
 | Specific Laws, NSW Government policies, codes, guidelines and standards | [insert] |

Head Agreement Terms

1. The NSW Procurement Board (**the Board**) is established under section 164 of the *Public Works and Procurement Act 1912* (NSW) (**PWP Act**). The Board may, pursuant to section 174(1) of the PWP Act, establish a scheme under which a Government Agency accredited by the Board may procure goods and services for that agency or for other Government Agencies, subject to any terms and conditions of its accreditation.
2. TfNSW holds level 2 accreditation under the Accreditation Program for Goods and Services Procurement and is accredited to establish and manage whole-of-government contracts.
3. TfNSW has established, the Digital Engineering Services Prequalification Scheme (the **Scheme**) for the whole of government procurement of Digital Engineering Services.
4. The Scheme sets out a framework under which suppliers may supply Digital Engineering Services to Eligible Customers.
5. The Supplier is a supplier of Digital Engineering Services and has represented to TfNSW that it is capable of supplying certain Digital Engineering Services to Eligible Customers.
6. The Supplier has been prequalified by TfNSW to provide the Approved Digital Engineering Services under the Scheme.
7. TfNSW and the Supplier have agreed to enter into this Head Agreement under the Scheme, so that Eligible Customers may procure Approved Digital Engineering Services from the Supplier under individual Customer Contracts.

Relationship between the Supplier and TfNSW

# Defined terms and interpretation

## Definitions in the Dictionary

A term or expression starting with a capital letter which is defined in the Dictionary in Schedule 1 (**Dictionary and Interpretation**), has the meaning given to it in the Dictionary.

## Interpretation

The interpretation clause in Schedule 1 (**Dictionary and Interpretation**) sets out rules of interpretation for this Head Agreement.

# About this Head Agreement

## Overview

### This Head Agreement comprises the following documents:

#### these Head Agreement Terms;

#### the Head Agreement Details;

#### the Schedules to this Head Agreement; and

#### any document that is attached to or referenced in the Schedules to this Head Agreement.

### To the extent that there is any conflict between any of the documents that comprise this Head Agreement, the conflict will be resolved by giving priority to the documents in the order which they appear in paragraph (a) (with an item higher in the list having priority over a lower item to the extent of the inconsistency).

## Purpose of this Head Agreement

This Head Agreement:

### describes the relationship between TfNSW and the Supplier in relation to the Supplier’s participation in the Scheme; and

### is a standing offer from the Supplier, under which Eligible Customers may enter into a Customer Contract. Once a Customer Contract has been entered into by an Eligible Customer, the Eligible Customer may enter into Orders under that Customer Contract to purchase Approved Digital Engineering Services.

## Term

### This Head Agreement commences on the Commencement Date and will continue for the Initial Term, unless extended by TfNSW under paragraph (b) or terminated earlier in accordance with these Head Agreement Terms.

### TfNSW may exercise options to extend the Term of this Head Agreement after the Initial Term on no more than two occasions on the same terms and conditions, for the period not exceeding the Renewal Period, by giving the Supplier notice at least 30 days prior to the end of the then current Term.

How Digital Engineering Services are ordered by Eligible Customers

# Customer Contracts and Orders

## Overview

### An Eligible Customer may purchase Approved Digital Engineering Services from the Supplier by:

#### entering into a Customer Contract with the Supplier. The Customer Contract must be in the form of the template Customer Contract terms as attached at Schedule 4 (Form of Customer Contract). The Customer Contract is a master-style agreement which sets out the terms on which the Supplier will supply Approved Digital Engineering Services to the Eligible Customer; and

#### once a Customer Contract has been executed, entering into an Order with the Supplier in the form attached to the template Customer Contract in Schedule 4 (Form of Customer Contract). The Order sets out the quantity, price and other details of the specific Approved Digital Engineering Services which the Customer purchases from time to time from the Supplier under the Customer Contract.

## Form of Customer Contract

### Each Customer Contract will comprise:

#### any special conditions agreed in accordance with paragraph (c);

#### the Customer Contract in the form set out at Schedule 4 (Form of Customer Contract);

#### the Customer Contract Details, completed in the form set out at Schedule 4 (Form of Customer Contract);

#### the Schedules to the Customer Contract;

#### each Order placed under the Customer Contract; and

#### any document that is attached to or referenced in the Schedules or Orders to the Customer Contract.

### To the extent that there is any conflict between any of the documents that comprise the Customer Contract, the conflict will be resolved by giving priority to the documents in the order in which they appear in paragraph (a) (with an item higher in the list having priority over a lower item to the extent of the inconsistency).

### Special conditions must only be included in a Customer Contract where they are required by Law (for example, where a non-NSW government Eligible Customer is required to comply with the Laws of its jurisdiction).

## Placing Orders

Once a Customer and the Supplier execute both a Customer Contract under this Head Agreement and an Order Form:

### an Order is formed and is incorporated in the relevant Customer Contract; and

### the Supplier must provide the Approved Digital Engineering Services described in the Order in accordance with that Order and the Customer Contract.

## No exclusivity or minimum commitment

The Supplier acknowledges and agrees that:

### entry into this Head Agreement does not guarantee that any Eligible Customer will enter into a Customer Contract or Order with the Supplier;

### a Customer is under no obligation to purchase any minimum volumes of Approved Digital Engineering Services or meet any minimum spend level under a Customer Contract, unless otherwise agreed under a Customer Contract; and

### the Supplier is not an exclusive provider of the Approved Digital Engineering Services to a Customer or the Eligible Customers.

# Digital Engineering Services

## Scope of Digital Engineering Services

### The Supplier acknowledges and agrees that:

#### the Scheme is limited to Digital Engineering Services and does not include the supply of information technology;

#### it must not supply software or hardware or other information technology under this Head Agreement or a Customer Contract entered into under it; and

#### unless otherwise agreed to by TfNSW, it must not supply or offer to supply to a Customer any service under this Head Agreement, that is not described in the Service Menu as an Approved Digital Engineering Service.

### If the Supplier receives a draft Order or request from an Eligible Customer to supply under this Head Agreement or a Customer Contract any product or service that is not an Approved Digital Engineering Service (including any information technology), it must:

#### direct the individual to TfNSW; and

#### not supply or agree to supply the products or services that are not Approved Digital Engineering Services until such time as TfNSW has approved such supply under this Head Agreement.

## Scope of Prequalification

### The Supplier acknowledges and agrees that it is prequalified under the Scheme, and authorised under this Head Agreement, only for supply of the Approved Digital Engineering Services identified in the Service Menu as services for which it is prequalified.

### TfNSW may by notice to the Supplier revoke a Supplier’s prequalification in respect of one or more Approved Digital Engineering Services:

#### if the Supplier breaches this Head Agreement or a Customer Contract in respect of that Approved Digital Engineering Service;

#### if TfNSW receives complaint(s) in respect of the Supplier’s performance in respect of the supply of that Approved Digital Engineering Service and the Supplier is not able to provide an explanation that is satisfactory to TfNSW within 10 Business Days of receipt of a notice from TfNSW notifying that it intends to revoke the Supplier prequalification in respect of that service under this clause 4.2(b)(ii); or

#### as a result of any annual review by TfNSW of the Supplier’s participation in the Scheme.

### The Supplier acknowledges that it is a condition of this Head Agreement, and of its participation in the Scheme, that it complies with the Scheme Terms and Conditions.

## Amendments to the Service Menu

### The Supplier may withdraw an Approved Digital Engineering Service from the Service Menu by providing to TfNSW at least 30 days’ advance notice. For clarity, the Supplier’s withdrawal of an Approved Digital Engineering Service does not affect its obligation to provide such Approved Digital Engineering Service to a Customer under a then-existing Order.

# Pricing

## Maximum prices are set out in this Head Agreement

### The maximum Hourly and Daily Rates which the Supplier may charge a Customer are set out in Australian dollars in the Price List (excluding GST).

### Subject to clause 5.4, the Price List is valid for the Term of this Head Agreement, including any Renewal Period.

### The Supplier must not:

#### refuse to supply to a Customer any Approved Digital Engineering Service at the Hourly or Daily Rates;

#### charge or seek to charge the Customer:

##### more than 8 hours a day at an Hourly Rate (after which time a Daily Rate must be applied); or

##### an amount greater than that set out in the Price List.

### Nothing in this Head Agreement restricts or prevents the Supplier and a Customer agreeing prices which are lower than the amounts stated in the Price List for any Approved Digital Engineering Service.

### The Supplier may unilaterally reduce any Hourly or Daily Rate set out in the Price List by notifying TfNSW. Any such reductions will automatically take effect under any Customer Contract, but will not affect existing Orders.

## Fixed Charges

### If the Customer requires a single price under an Order (**Fixed Charge**), then:

### the Fixed Charge will be one amount specified in the Order payable by the Customer irrespective of volume or other usage metric and the Hourly and Daily Rates will not apply;

### notwithstanding the number of days and/or hours worked by the Supplier under or in connection with the relevant Order, the Supplier may only claim the Fixed Charge; and

### the Order may set out milestones or deliverables which must be achieved before the Supplier is entitled to invoice for the Fixed Charge.

## Target Budget Charges

### If the Customer requires that the amount payable under an Order be calculated by reference to a target maximum price (**Target Budget**), then:

### the amount payable by the Customer will be calculated by reference to Hourly and Daily Rates, except that the Supplier agrees to deliver the applicable Approved Digital Engineering Services for a total amount that does not exceed the Target Budget unless prior written approval is obtained from the Customer;

### notwithstanding the number of days and/or hours worked by the Supplier under or in connection with the relevant Order, the Supplier may only claim up to the Target Budget;

### the Supplier must report to the Customer at a frequency to be agreed in the Order on progress against the Target Budget; and

### the Order may set out milestones or deliverables which must be achieved before the Supplier is entitled to invoice for the Target Budget.

## Escalation

### On and from the second anniversary of the Commencement Date and each subsequent anniversary, the Supplier may vary the Hourly and Daily Rates in the Price List through the application of CPI.

### The Supplier must notify TfNSW at least 90 days prior to the relevant anniversary date if it wishes to apply CPI in accordance with this clause 5.4 and of the impact on the Hourly and Daily Rates that would result.

### Failure to provide notice prior to a Commencement Date anniversary in accordance with paragraph (b) will result in no adjustment to the Hourly or Daily Rates for the following year.

## Reimbursable Expenses

### **Reimbursable Expense** means any interstate travel and accommodation expenses for which an invoice is received by the Supplier and either:

#### passed through to the Customer for direct payment; or

#### paid by the Supplier and then passed through to the Customer for reimbursement.

### No mark up, administrative overhead, allocation of overhead, margin or handling charge is to be applied by the Supplier to the Reimbursable Expense.

### All Reimbursable Expenses must be:

#### set out in an Order as a Reimbursable Expense;

#### substantiated with appropriate supporting documentation and receipt; and

#### approved (including as to amount) by the Customer in writing prior to being incurred.

### Unless directed by the Customer otherwise, the Supplier is responsible for organising and booking travel, accommodation and any other travel-related expenses.

### Except as set out in this clause 5.5, all other costs and expenses incurred by the Supplier in performing the Approved Digital Engineering Services are to be borne by the Supplier.

Governance under this Head Agreement

# Reporting

## Reporting

### Within 14 days of the end of each 6-month period following the Commencement Date, the Supplier must provide to TfNSW a report for that 6-month period which includes the following information:

#### a list of new Customer Contracts and Orders entered into over the preceding 6 months (including as a result of a competitive procurement process) including details of the Approved Digital Engineering Services supplied;

#### total number and details of any prospective Customer Contracts and Orders that the Supplier is currently negotiating or otherwise participating in a procurement process for;

#### the prices and total amounts paid by each Customer to the Supplier under Customer Contracts, tracked against time and usage, including any discounts, credits, rebates and other benefits provided;

#### the details of any Approved Digital Engineering Services provided by the Supplier to individuals who used an email address with an email domain that ends in “nsw.gov.au” (or such other NSW Government email domains, notified by TfNSW) to purchase the relevant Approved Digital Engineering Services, where no Customer Contract is in place with that Eligible Customer under the Scheme, or that relevant email address is not authorised under the relevant Customer Contract Details;

#### details of any issues or disputes between the Supplier and an Eligible Customer, regardless of whether the dispute resolution process under the Customer Contract has been initiated;

#### details of any material breaches by the Supplier under any Customer Contract, including any actual, alleged or suspected security or data incidents or breaches experienced by the Supplier; and

#### such other information as TfNSW may reasonably require in connection with the Supplier’s provision of Approved Digital Engineering Services under this Head Agreement.

### The Supplier acknowledges that Eligible Customers may share with TfNSW reporting received and performance reviews conducted under Customer Contracts.

### TfNSW may share the details of any information received under this clause 6.1 with any Eligible Customer, for the purposes of the Eligible Customer:

#### assessing the terms of and managing its own contracts (or proposed contracts) with the Supplier or any other third party;

#### for governance or reporting purposes; or

#### for any other reasonable business purposes.

## Service optimisation

### If required by TfNSW, the Supplier must meet with TfNSW at least once every 6 months to:

#### discuss the Supplier’s 6-monthly reports and any issues arising;

#### present on any opportunities for Eligible Customers to improve or optimise the way that they are procuring or using any Approved Digital Engineering Services; and

#### discuss any other items requested by TfNSW.

### As part of such presentation, the Supplier may provide details of any new services that it wishes to make available to Eligible Customers under this Head Agreement.

### TfNSW may disclose any information provided by the Supplier during such meetings to any Eligible Customer.

## Annual review

### TfNSW may conduct an annual review of the Supplier’s performance under the Scheme, including:

#### obtaining feedback from Eligible Customers;

#### comparing the performance and pricing of the Supplier relative to other participants in the Scheme; and

#### considering such other matters as TfNSW may determine.

### TfNSW may, but is not obliged to, share the results of such a review with the Supplier and/or Eligible Customers.

## Records

### The Supplier must create and maintain records of the Supplier’s compliance with this Head Agreement, in accordance with applicable Laws and relevant industry practice and standards (including applicable Australian accounting standards) and which are reasonably detailed to demonstrate Supplier’s compliance with the Head Agreement (**Records**).

### The Supplier must provide to TfNSW, copies of all Records in its possession and control:

#### once per year, on request by TfNSW; and

#### at such other times on request by TfNSW including where there is an actual, alleged or suspected breach of this Head Agreement or any Customer Contract.

## Governance

The Supplier must comply with any governance framework implemented by TfNSW as part of the Scheme from time to time, including making available suitably qualified Personnel to attend governance meetings.

Risk allocation under this Head Agreement

# Supplier Warranties

The Supplier warrants that:

### as at the date of this Head Agreement, the Supplier is properly constituted, and has the right and authority to enter into this Head Agreement;

### as at the date every Customer Contract and Order is entered into, the Supplier is properly constituted and has the right and authority to enter into that Customer Contract or Order;

### to the best of its knowledge and belief, there is no Conflict of Interest, in respect of itself and its Personnel, which relate to the Supplier’s ability to perform its obligations under this Head Agreement;

### the information that it provided to TfNSW, in connection with TfNSW’s decision to enter into this Head Agreement with the Supplier, was to the best of the Contactor’s knowledge and belief, correct and not misleading as at the date of this Head Agreement;

### it is not aware of any information which, if it had provided that information to TfNSW, may have had a material effect on the decision made by TfNSW to enter into this Head Agreement with the Supplier;

### the office holders of the Supplier and any Associate of the Supplier are of good fame and character;

### as at the date of its execution of this Head Agreement, neither the Supplier, any entity that it owns or controls or, to the best of its knowledge, any subcontractor of the Supplier, has been convicted of a Modern Slavery Offence; and

### the Supplier has all the necessary licences, approvals and consents necessary to perform its obligations under this Head Agreement.

# Confidentiality

### Where either party (**Recipient**) receives or otherwise possesses Confidential Information of the other party (**Discloser**), the Recipient must:

#### keep it confidential;

#### only use it where required to exercise its rights or perform its obligations under this Head Agreement; and

#### not disclose it to anyone other than:

##### with the prior consent of the Discloser on condition that the subsequent recipient is bound by the same or substantively equivalent confidentiality requirements;

##### where required by the *Government Information (Public Access) Act 2009* (NSW) (or any other similar Laws) which may require TfNSW to publish or disclose certain information concerning this Head Agreement;

##### where required by any other applicable Laws, provided that the Recipient gives the Discloser reasonable notice of any such legal requirement or order to enable the Discloser to seek a protective order or other appropriate remedy (unless it would be in violation of a court order or other legal requirement);

##### in the case of TfNSW, to:

##### an Eligible Customer, including the head of agency and responsible Minister of any Eligible Customer; or

##### without limiting (1), any Eligible non-Government Body, for the purposes of such Recipient assessing the terms of or managing its own contracts (or proposed contracts) with the Supplier or any other third party; or

##### a third party that purchases services similar to the Approved Digital Engineering Services on behalf of a Government Agency; and

##### to its Personnel, directors, officers, employees, agents, contractors, lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the party’s exercise of its rights or performance of its obligations under this Head Agreement.

### The Supplier must not issue any press release or make any other public statement regarding this Head Agreement or the Approved Digital Engineering Services without the prior consent of TfNSW, except as required by Law.

# TfNSW Data and Security

## TfNSW Data

### The Supplier agrees that:

#### all TfNSW Data is owned by TfNSW or an Eligible Customer; and

#### TfNSW Data is TfNSW’s Confidential Information.

### The Supplier must not:

#### use any TfNSW Data to perform data analytics;

#### perform any data analytics on TfNSW Data; or

#### otherwise seek to manipulate or derive any data from any TfNSW Data.

### If any TfNSW Data is created by the Supplier, then ownership of all rights, title and interest in that TfNSW Data (other than data supplied by an Eligible Customer) vests in TfNSW on creation and the Supplier hereby assigns all rights, title and interest in that TfNSW Data to TfNSW on creation. The Supplier agrees to do all things necessary to assign or vest ownership of such TfNSW Data to TfNSW, on creation.

## Licence to use TfNSW Data

### TfNSW grants the Supplier a licence to use TfNSW Data for the sole purpose of:

#### entering into Customer Contracts and Orders with Eligible Customers; and

#### providing the Approved Digital Engineering Services to Eligible Customers.

### The licence in 9.2(a) is non-exclusive, non-transferable, non-sublicensable (except to permitted subcontractors under a Customer Contract), royalty free and continues until the expiry or termination of the Term.

### Except as set out in this clause 9.2, the Supplier does not gain any other rights or permissions to TfNSW Data.

## Supplier’s Personnel who have access to TfNSW Data

The Supplier must:

### complete criminal history background checks, “Working with Children” checks, security checks and clearances and any other background checks as may be specified by TfNSW from time to time for any Supplier Personnel who are able to access or view any TfNSW Data; and

### not allow any Personnel who have failed any check specified in paragraph (a) to access or view any TfNSW Data.

## Storage and transfer of TfNSW Data

### The Supplier must not:

#### store, process, access, disclose or view TfNSW Data; or

#### perform any of its obligations under this Head Agreement which could involve TfNSW Data being stored, processed, accessed, disclosed or viewed,

### outside of New South Wales, except (subject to paragraph (b)):

#### with TfNSW’s prior written consent (and if TfNSW’s consent is provided on a conditional basis, then the Supplier must comply at all relevant times with those conditions); or

#### where necessary to comply with any Law or a binding order of a Governmental body (such as a subpoena or court order) imposed on the Supplier, provided that the Supplier gives TfNSW reasonable notice of any such legal requirement or order to enable TfNSW to seek a protective order or other appropriate remedy.

### Notwithstanding paragraph (a), the Supplier must not store, process, access, disclose or view any TfNSW Data from a location that is in a jurisdiction that is the subject of a sanction, embargo, export control or similar Law in Australia, New Zealand, the United States of America, the United Kingdom or the European Union.

### The Supplier must ensure:

#### the handling of TfNSW Data complies with the terms of this Head Agreement and any other security requirements of TfNSW; and

#### TfNSW Data is at all times managed in accordance with the *State Records Act 1998* (NSW).

### For clarity, nothing in this clause 9.4 relieves the Supplier of its obligations under clause 10.

### If requested by TfNSW, the Supplier must provide TfNSW with a report setting out how it will comply with its obligations under this clause 9.4.

# Privacy

If the Supplier collects, uses, discloses, holds or otherwise processes any Personal Information in connection with this Head Agreement (regardless of whether or not that Personal Information forms part of the TfNSW Data), the Supplier must:

### comply with all Privacy Laws, as though it were a person subject to those Privacy Laws;

### only use that Personal Information for the sole purpose of performing its obligations under this Head Agreement or a Customer Contract;

### not disclose the Personal Information to any other person without TfNSW’s prior written consent;

### not transfer it outside Australia or access it, or allow it to be accessed, from outside Australia without TfNSW’s prior written consent;

### notify TfNSW immediately, upon becoming aware of a breach, alleged breach, or suspecting that a breach of this clause 10 has occurred (or may have occurred) and:

#### take all reasonable steps to manage, contain and remedy such breach;

#### comply with any reasonable direction from TfNSW with respect to that breach (which may include, for example, notifying any affected individuals of the breach of privacy); and

#### take all reasonable steps to prevent such breach from recurring; and

### notify TfNSW as soon as reasonably possible:

#### if the Supplier is required to disclose that Personal Information under Privacy Laws or other applicable Laws, provided the Supplier gives TfNSW reasonable notice of any such legal requirement to order to enable the Supplier to seek a protective order or other appropriate remedy (unless it would be in violation of a court order or other legal requirement); and/or

#### if the Supplier is approached by any privacy commissioner or other regulator concerning any Personal Information.

# Supplier Compliance

## Government policies, applicable standards and Laws

### The Supplier must, in performing its obligations under the Head Agreement:

#### comply with all Australian Laws as though the Supplier is domiciled in Australia, all other applicable Laws, NSW Government policies, codes, guidelines and standards including:

##### The NSW Procurement Policy Framework published at <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-government-procurement-policy-framework>;

##### the NSW Code of Practice of Procurement published at <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-government-procurement-information#conduct>;

##### the NSW Government Small and Medium Enterprise and Regional Procurement Policy published at <https://www.procurepoint.nsw.gov.au/policy-and-reform/goods-and-services-procurement-policies/nsw-government-small-and-medium-enterprise>;

##### the NSW Government Cyber Security Policy;

##### the Statement of Business Ethics published by TfNSW;

##### Modern Slavery Laws in the jurisdictions applicable to the Supplier’s supply of the Approved Digital Engineering Services (including the *Modern Slavery Act* 2018 (NSW)), including by:

* providing to TfNSW any information and other assistance, as reasonably requested by TfNSW, to enable TfNSW to meet its obligations under that Act and associated regulatory requirements;
* continuing to update TfNSW in writing of any change in such material;
* taking reasonable steps to ensure that Modern Slavery is not occurring in the operations and supply chains of the Supplier and any entity that it owns or controls;
* notifying TfNSW of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or those of an entity it owns or controls) and taking reasonable steps to respond to the occurrence in accordance with any internal Modern Slavery strategy and procedures of the Supplier and any relevant Code of Practice/ Conduct or other guidance issued by the Anti-slavery Commissioner or (if TfNSW notifies the Supplier that it requires the Supplier to comply with the relevant NSW Procurement Board guidance) by the NSW Procurement Board; and
* cooperating in any Modern Slavery audit undertaken by TfNSW or the NSW Audit Office and providing reasonable access to TfNSW’s/the Audit Office’s auditors to interview the Supplier’s staff; and

##### any specific Laws, NSW Government policies, codes, guidelines and standards set out in the Head Agreement Details, or otherwise agreed with TfNSW; and

#### comply with any modifications, updates, amendments and replacements to those items referred to in paragraphs (i), which are either:

##### notified by TfNSW to the Supplier, in which case the Supplier must comply within a reasonable time as specified by TfNSW in its notice; or

##### which the Supplier ought reasonably to be aware of, in which case the Supplier must comply within a reasonable time of when it ought reasonably to have been aware.

### The Supplier may seek the written guidance of TfNSW on how the Supplier may comply with an applicable NSW Government policy. The Supplier will not be in breach of paragraph (a) if it complies with the then-current written guidance provided by TfNSW in respect of an applicable NSW Government policy. TfNSW may amend or revoke any written guidance it has provided to the Supplier under this paragraph (b), by notice to the Supplier.

## Conflicts of Interest

### The Supplier must promptly notify TfNSW if a Conflict of Interest arises or is likely to arise during the Term, and must take action as may be reasonably required by TfNSW to avoid or minimise such conflict.

### If such Conflict of Interest significantly affects the interests of TfNSW, and the Supplier is unable to satisfactorily resolve the matter within 14 days of receipt of the notice by TfNSW, then the existence of that Conflict of Interest will be a breach of the Head Agreement for the purposes of clauses 13.1 and 13.2.

# Indemnities and liability

## Supplier’s indemnity

The Supplier indemnifies TfNSW, the State of New South Wales, TfNSW’s Personnel and each Eligible Customer including the heads of agency and responsible Ministers against any loss or damage arising out of, or connected with:

### the personal injury or death to any person or damage to, or loss of any property caused or contributed to by an act or omission of the Supplier or any of the Supplier’s Personnel;

### a claim brought by a third party in respect of the infringement of that third party’s Intellectual Property Rights;

### a breach of any of clauses 8 to 11; and

### the Supplier’s or any of the Supplier’s Personnel’s fraud, negligence, wilful misconduct or other wrongful acts or omissions.

## Uncapped and unlimited liability

The liability of each party under this Head Agreement is uncapped, and the exclusions of liability set out in clause 12.4 do not apply, in relation to each of the following:

### any of the indemnities provided under clause 12.1 (excluding the indemnity given by the Supplier under clause 12.1(d) in respect of negligence);

### the personal injury or death to any person or damage to, or loss of any property caused or contributed to by an act or omission of the party or its Personnel; and

### loss or damage caused by the party’s fraud, negligence, wilful misconduct or other wrongful acts or omissions.

## General Liability Cap

Except where clause 12.2 applies, the liability of each party under this Head Agreement for all causes of action arising out of or in connection with this Head Agreement (but excluding liability arising under a Customer Contract) will not exceed $5 million in aggregate.

## Exclusions of liability

Except where clause 12.2 applies, a party is not liable under this Head Agreement for any indirect or consequential loss including for loss of revenue, loss of profit or loss of anticipated savings. However, the exclusion of indirect or consequential loss does not preclude the recovery by a party of loss or damage which may fairly and reasonably be considered to arise naturally, that is according to the usual course of things, from the breach or other act or omission giving rise to liability.

## Application

The limitations and exclusions of liability in this clause 12 only apply to the extent permitted by Law.

# Suspension and Termination

## Suspension

### Without limiting any other rights that TfNSW may have under this Head Agreement (including any right of termination) TfNSW may suspend all or part of this Head Agreement or the Supplier’s participation in the Scheme by notice to the Supplier if:

#### the Supplier breaches this Head Agreement or a Customer Contract, whether or not remediable;

#### TfNSW receives complaint(s) in respect of the Supplier’s performance; or

#### the Supplier receives one or more adverse Supplier Performance Reports.

### Subject to paragraph (c), if TfNSW wishes to exercise rights of suspension under paragraph (a) it must first provide a notice to the Supplier advising that it is considering suspending the Supplier and giving the Supplier 2 Business Days in which to show cause why it ought not be suspended.

### TfNSW may exercise its rights under paragraph (a) immediately and without giving the Supplier the opportunity to show cause in any situation involving safety or security.

### TfNSW will advise the Supplier of the reasons for any suspension under paragraph (a) and of any actions by the Supplier required to lift the suspension. The Supplier must inform TfNSW if and when the actions required to lift the suspension have been undertaken.

### TfNSW will regularly review the status of the Supplier if it is suspended under paragraph (a). If the action taken by the Supplier is considered by TfNSW to be insufficient, the suspension period may continue and the Supplier will be notified accordingly. TfNSW may revoke the suspension if it is satisfied that the Supplier has taken appropriate action to address the reasons for the suspension.

## Termination for cause

### Without limiting any other rights that TfNSW may have under this Head Agreement, TfNSW may terminate all or part of this Head Agreement, immediately by notice to the Supplier:

#### in the circumstances set out in section 6 of the Scheme Terms and Conditions;

#### if in TfNSW’s reasonable view, the Supplier breaches clause 11;

#### if the Supplier materially breaches a term of this Head Agreement:

##### which is not capable of remedy; or

##### which is capable of remedy, but the Supplier fails to remedy it within 30 days of receiving a notice to do so;

#### if an Insolvency Event occurs in respect of the Supplier; or

#### if the Supplier or any parent company of the Supplier undergoes a Change in Control, without TfNSW’s prior written consent.

### Subject to paragraph (c), if TfNSW wishes to exercise rights of termination under paragraph (a)(i) it must first provide a notice to the Supplier advising that it is considering terminating the Supplier and giving the Supplier 30 days in which to show cause why it ought not be terminated.

### TfNSW may exercise its rights under paragraph (a)(i) immediately and without giving the Supplier the opportunity to show cause in any situation involving safety or security.

## Termination without cause

### TfNSW may terminate this Head Agreement for convenience, without penalty, by giving the Supplier at least 30 days’ notice.

## Consequences of termination

### On termination of this Head Agreement in whole or part, the Supplier must:

#### comply with any reasonable directions from TfNSW; and

#### return to TfNSW all of TfNSW’s Confidential Information or the Confidential Information relating to the terminated parts of the Head Agreement.

### If this Head Agreement terminates or expires, then the Supplier’s prequalification under the Scheme is automatically revoked without the need for any further action.

### Termination of the Head Agreement in whole or part does not automatically terminate any Customer Contracts or Orders current at that time (**Existing Customer Contracts**). An Existing Customer Contract will continue for the duration of its term (which may extend beyond the Term of the Head Agreement) until it expires or is terminated earlier in accordance with its terms. However, no new Customer Contracts or Orders may be formed after termination of the Head Agreement.

# Dispute resolution

## General

Either party may give notice of a dispute to the other, setting out particulars of the dispute and indicating whether TfNSW is to be involved in the dispute resolution process (**Dispute Notice**). Nothing in this clause 14 limits the ability of either party to commence legal action against the other party.

## Escalation

### Within 10 Business Days of a party receiving a Dispute Notice, the parties must meet and try to resolve the dispute in good faith.

### If the parties are unable to resolve the dispute within that period, a senior executive of each party must meet and try to resolve the dispute in good faith within 10 Business Days or such other agreed period of the meeting referred to in paragraph (a).

## Alternative dispute resolution

If the dispute remains unresolved, the parties must try to resolve it by mediation administered by the Australian Disputes Centre in accordance with its Commercial Mediation Guidelines.

## Continue to perform

Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this Head Agreement.

# General

## No use of TfNSW’s name, logo etc

The Supplier must not use any of TfNSW’s logos, trademarks or branding without the prior written consent of TfNSW.

## Assignment, novation and other dealings

### The Supplier must not assign or novate this Head Agreement or any Customer Contract that is made under this Head Agreement without obtaining the prior written consent of TfNSW (and for each Customer Contract, the relevant Customer’s prior written consent, in addition to TfNSW’s consent), which consent may be withheld at TfNSW’s discretion.

### The Supplier acknowledges that TfNSW may conduct financial and other inquiries or checks on any entity proposing to take over this Head Agreement or any Customer Contract before determining whether or not to give consent to an assignment or novation.

### TfNSW, at its own cost and its own discretion, may assign or novate this Head Agreement if, by operation of Law, TfNSW is reconstituted into a new body or legal entity or the functions of TfNSW relevant to this Head Agreement or the administration of the Scheme, are transferred to a different body or legal entity. The Supplier must cooperate in good faith and provide all reasonable assistance to the Customer in respect of any such assignment or novation.

### Without limiting clause 13.2(a)(v), the Supplier must notify TfNSW if the Supplier or any parent company of the Supplier is about to undergo a Change in Control, at least 90 days in advance of the Change in Control occurring. If requested by TfNSW, the Supplier must provide TfNSW with all information reasonably requested by TfNSW in respect of the Change in Control, including in respect of any incoming owner or other person who is to obtain control over the Supplier or any parent company.

## Entire Agreement

This Head Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

## Variation

### Except where expressly permitted by this Head Agreement, any change to this Head Agreement must be in writing and signed by the parties in the form of a deed.

## Relationship of the parties

Nothing in this Head Agreement creates or is intended to constitute a fiduciary relationship or an agency, partnership or trust, and neither party has authority to bind the other party.

## Survival and merger

### No term of this Head Agreement merges on completion of any transaction contemplated by this Head Agreement.

### The following clauses survive the termination and expiry of this Head Agreement: 1, 8, 9, 10, 11, 12, 13.4, 14 and 15 and any clauses that are expressed to or which by their nature survive termination or expiry.

## Severability

Any term of this Head Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

## Waiver

### No waiver of a right or remedy under this Head Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

### A single or partial exercise of a right or remedy under this Head Agreement does not prevent a further exercise of that or any other right or remedy. Failure to exercise or delay in exercising a right or remedy under this Head Agreement does not operate as a waiver or preventfurther exercise of that or any other right or remedy.

## Cumulative rights

Except as expressly provided in this Head Agreement, the rights of a party under this Head Agreement are in addition to and do not exclude or limit any other rights or remedies provided by Law.

## Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this Head Agreement.

## Costs

Other than as expressly set out in this Head Agreement, each party must bear its own costs in complying with its obligations under this Head Agreement.

## Notices

### A notice, consent or other communication under this Head Agreement is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee’s address or email address.

### For the purposes of this clause 15.12, a party’s address and email address is that set out in the Head Agreement Details, unless the party has notified a changed address, then the notice, consent, approval or other communication must be to that address.

### A notice, consent or other communication will be regarded as received at the time and on the day it is actually received, but if it is received on a day that is not a Business Day or after 5.00 pm on a Business Day it is regarded as received at 9.00 am on the following Business Day.

### Unless there is evidence to the contrary:

#### a letter sent by post will be taken to be received on the third Business Day after posting (or seventh, if posted to or from a place outside of Australia);

#### in the case of email:

##### production of a delivery notification statement from the computer from which the email was sent which indicates that the email was sent in its entirety to the email address of the recipient will be prima facie evidence that the email has been received;

##### where there is no delivery notification statement from the computer from which the email was sent, the date and the time of dispatch of the email will be prima facie evidence of the date and time that the email was received; and

##### where an “out of office”, delivery error or similar response is returned in response to that email, the email will not be taken to be received and the sender must use an alternative method of giving that notice in accordance with this clause 15.12.

## Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Head Agreement.

## Governing Law

This Head Agreement is governed by the Laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia.

Schedule 1 Dictionary and interpretation

* 1. Dictionary

In this Head Agreement:

**Anti-slavery Commissioner** means the Anti-slavery Commissioner appointed under the *Modern Slavery Act 2018* (NSW).

**Approved Digital Engineering Services** means those Digital Engineering Services which are selected in the Service Menu.

**Associate** has the meaning given in section 11 of the *Corporations Act*.

**Board** has the meaning given in Recital A.

**Business Day** means any day that is not a Saturday, Sunday or public holiday in New South Wales.

**Change in Control** means in respect of an entity, the occurrence of any circumstances or events following which the entity, who was not so controlled before, is controlled by another person, alone or together with any Related Body Corporate, and includes, in respect of the entity a change of a direct holding of at least fifteen percent of the voting shares in that entity or a holding company of that entity.

**Commencement Date** meansthe relevant date specified in Item 1 of the Head Agreement Details.

**Commercial Mediation Guidelines** means those guidelines with the same name published by the Australian Disputes Centre and which can be downloaded at <https://www.disputescentre.com.au/commercial-mediation-guidelines-download-form/>.

**Confidential Information** means information that:

### is by its nature confidential;

### is communicated by the Discloser to the Recipient as confidential;

### the Recipient knows or ought to know is confidential; or

### relates to or comprises:

#### TfNSW Data;

#### the Approved Digital Engineering Services;

#### the financial, corporate and commercial information of any party;

#### the affairs of a third party (provided the information is non-public); or

#### the strategies, practices and procedures of the State and any information the Supplier’s possession relating to an Eligible Customer,

but excludes information:

### in the public domain, unless it came into the public domain due to a breach of confidentiality;

### independently developed by the Recipient; or

### in the possession of the Recipient without breach of confidentiality by the Recipient or other person.

**Conflict of Interest** means the Supplier:

### engaging in any activity;

### obtaining any interest, whether pecuniary or non-pecuniary; or

### being involved in any actual or threatened litigation or investigation,

whether proven or alleged, which is likely to, has the potential to, or could be perceived to, restrict the Supplier from performing its obligations under the Scheme.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**CPI** means the Australian consumer price index (CPI) "weighted average of 8 capital cities" for the previous 12 months as published by the Australian Bureau of Statistics, during the quarter immediately preceding the notice of adjustment.

**Customer** means each Eligible Customer that is a party to a Customer Contract with the Supplier, and named as such in the “Parties” section of the relevant Customer Contract Details.

**Customer Contract** means an agreement between the Supplier and an Eligible Customer, entered into pursuant to this Head Agreement, as described in clause 3.

**Customer Contract Details** means the section of the Customer Contract titled “Customer Contract Details”.

**Daily Rate** means the rate payable by the Customer for each day that an individual from the Supplier performs Approved Digital Engineering Services on behalf of a Customer.

### **Digital Engineering Service** meansa service covered by the Scheme, as listed in the Service Menu.

**Discloser** has the meaning given in clause 8.

**Dispute Notice** has the meaning given in clause 14.1.

**Eligible Customer** means any Government Agency or Eligible non-Government Body.

**Eligible non-Government Body** means the following bodies that are not Government Agencies (as identified under the *Public Works and Procurement Regulation 2014,* clause 6):

### a private hospital;

### a local council or other local authority;

### a charity or other community non-profit organisation;

### a private school or a college;

### a university;

### a public authority of the Commonwealth, any other State or Territory;

### a public authority of any other jurisdiction (but only if it carries on activities in this State); or

### any contractor to a public authority (but only in respect of things done as such a contractor).

**Existing Customer Contract** has the meaning given in clause 13.4(c).

**Fixed Charge** has the meaning given in clause 5.2.

**Government Agency** means any of the following:

### a government sector agency (within the meaning of the *Government Sector Employment Act 2013 (NSW)*);

### a NSW Government agency;

### any other public authority that is constituted by or under an Act or that exercises public functions (other than a State owned corporation); or

### any State owned corporation prescribed by regulations under the *Public Works and Procurement Act 1912* (NSW)*.*

**Head Agreement** **Details** means the section titled “Head Agreement Details” at the beginning of this document.

**Head Agreement Terms** means clauses 1 to 15 of these terms.

**Hourly Rates** mean the rate payable by the Customer for each hour (up to 8 hours in a day) that an individual from the Supplier performs Approved Digital Engineering Services on behalf of the Customer.

**Initial Term** means the initial term specified in Item 1 of the Head Agreement Details.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to any person:

* + - 1. an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;
			2. a liquidator or provisional liquidator is appointed;
			3. an administrator is appointed to it under the Corporations Act ss 436A, 436B or 436C;
			4. a Controller (as defined in the Corporations Act s 9) is appointed to it or any of its assets;
			5. a receiver is appointed to it or any of its assets;
			6. it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
			7. it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
			8. it is insolvent as disclosed in its accounts or otherwise states that it is insolvent, is presumed to be insolvent under an applicable Law (including under the Corporations Act ss 459C(2) or 585) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
			9. it is taken to have failed to comply with a statutory demand as a result of the Corporations Act s 459F(1);
			10. a notice is issued under the Corporations Act ss 601AA or 601AB;
			11. a writ of execution is levied against it or a material part of its property;
			12. it ceases to carry on business or threatens to do so; or
			13. anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

**Intellectual Property Rights** means all intellectual property rights including:

* + - 1. copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks or trade names and other protected rights, or related rights, existing worldwide; and
			2. any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in paragraph (a),

but does not include the right to keep confidential information confidential, moral rights as defined in the *Copyright Act 1968 (Cth)*, business names, company names or domain names.

**Laws** meansany applicablestatute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any relevant jurisdiction and includes the common law as applicable from time to time.

**Modern Slavery** has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

**Modern Slavery Laws** means, as applicable, the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth).

**Modern Slavery Offence** has the same meaning as in the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth), as applicable.

**NSW Government Cyber Security Policy** means the policy with the same name published by NSW Government and which can be found at <https://www.digital.nsw.gov.au/policy/cyber-security/cyber-security-policy>.

**Order** means an Order Form that has been executed by the Supplier and a Customer.

**Order Form** means a document in the form of the template in Schedule 2 to the Customer Contract.

**Personal Information** has the meaning given to it in the Privacy Laws.

**Personnel** meansa party’s employees and contractors and:

### in the case of the Supplier, any persons performing any part of the Customer Contract on the Supplier’s behalf; and

### in the case of the Customer, any recipients or users of the Approved Digital Engineering Services.

**Price List** means the list of maximum Hourly and Daily Rates for the Approved Digital Engineering Services set out in Schedule 3 (Price List), as amended from time to time in accordance with this Head Agreement.

**Privacy Laws** means:

### the *Privacy Act 1988* (Cth);

### the *Privacy and Personal Information Protection Act 1998* (NSW);

### the *Health Records and Information Privacy Act 2002* (NSW);

### any legislation (to the extent that such legislation applies to the Customer or the Supplier or any other recipient of Personal Information) from time to time in force in:

#### any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and

#### any other jurisdiction (to the extent that the Customer or any Personal Information or the Supplier is subject to the Laws of that jurisdiction),

### affecting privacy or Personal Information, provided that the Supplier ensures that it complies at all times with the Privacy Laws applicable in New South Wales; and

### any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraphs (a), (b), (c) and (d), as amended from time to time.

**PWP Act** has the meaning given in Recital A.

**Recipient** has the meaning given in clause 8.

**Records** has the meaning given in clause 6.4.

**Reimbursable Expense** has the meaning given in clause 5.5.

**Renewal Period** means the period of time specified as such in Item 1 of the Head Agreement Details

**Scheme** has the meaning given in Recital C.

**Scheme Terms and Conditions** means the terms and conditions relating to the Scheme as published at [www.procurepoint.nsw.gov.au](http://www.procurepoint.nsw.gov.au).

**Service Menu** means Schedule 2 (Service Menu).

**Statement of Business Ethics** means the statement of business ethics published at <https://www.transport.nsw.gov.au/about-us/who-we-are/culture-and-values>.

**Supplier** means the person or body corporate named in the “Parties” section of the Head Agreement Details.

**Target Budget** has the meaning given in clause 5.3.

**Term** means the period commencing on the Commencement Date and continuing for the Initial Term and any Renewal Periods (if applicable).

**TfNSW Data** means any data or information including any Personal Information, in any form:

### provided or made available by TfNSW to the Supplier under this Head Agreement;

### provided or made available by an Eligible Customer to the Supplier under a Customer Contract; or

### stored, created, generated, captured, collected, controlled, managed, processed, transferred or transmitted by the Eligible Customer, TfNSW or any of their Personnel, or by the Supplier or its Personnel on the Eligible Customer’s behalf in the course of performing its obligations under this Head Agreement or a Customer Contract or using or supplying the Approved Digital Engineering Services.

* 1. Interpretation

In this Head Agreement, the following rules of interpretation apply:

* + - 1. headings are for convenience only and do not affect the interpretation of this Head Agreement;
			2. the singular includes the plural and vice versa;
			3. words that are gender neutral or gender specific include each gender;
			4. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
			5. the words ‘such as’, ‘including’, ‘particularly’ and similar expressions are not used as, nor are intended to be interpreted as, words of limitation;
			6. a reference to:
				1. a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
				2. a thing (including a chose in action or other right) includes a part of that thing;
				3. a party includes its successors and permitted assigns;
				4. a document includes all amendments or supplements to that document;
				5. a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Head Agreement;
				6. a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
				7. a monetary amount is in Australian dollars;
			7. when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
			8. in determining the time of day, where relevant to this Head Agreement, the relevant time of day is:
				1. for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
				2. for any other purpose under this Head Agreement, the time of day in the place where the party required to perform an obligation is located; and
			9. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Head Agreement.
1. Service Menu

| List of Services | Pre-qualifiedYes/No |
| --- | --- |
| **Service 1: Digital Engineering Advisory** |  |
| **1.1 Maturity Assessment** | **Yes** [ ]  **No** [ ]  |
| **1.2 Strategy Development and Planning** | **Yes** [ ]  **No** [ ]  |
| **1.3 Organisational Transformation** | **Yes** [ ]  **No** [ ]  |
| **1.4 Business Case Development** | **Yes** [ ]  **No** [ ]  |
| **1.5 Change Management** | **Yes** [ ]  **No** [ ]  |
| **1.6 Project Management** | **Yes** [ ]  **No** [ ]  |
| **1.7 Procurement** | **Yes** [ ]  **No** [ ]  |
| **1.8 Digital Engineering Management** | **Yes** [ ]  **No** [ ]  |
| **Service 2: Business Processes** |  |
| **2.1 Business Process Mapping/Re-engineering** | **Yes** [ ]  **No** [ ]  |
| **2.2 Integration with Asset Management** | **Yes** [ ]  **No** [ ]  |
| **2.3 Automation** | **Yes** [ ]  **No** [ ]  |
| **Service 3: Technology Advice** |  |
| **3.1 Software Requirements and Integration** | **Yes** [ ]  **No** [ ]  |
| **3.2 Modelling Platforms** | **Yes** [ ]  **No** [ ]  |
| **3.3 Geospatial Platforms** | **Yes** [ ]  **No** [ ]  |
| **Service 4: Data Management** |  |
| **4.1 DE Business Architecture** | **Yes** [ ]  **No** [ ]  |
| **4.2 Data Schemas and Standards** | **Yes** [ ]  **No** [ ]  |
| **4.3 Data Migration** | **Yes** [ ]  **No** [ ]  |
| **4.4 BIM Object Library** | **Yes** [ ]  **No** [ ]  |
| **4.5 Large File Management** | **Yes** [ ]  **No** [ ]  |
| **4.6 Data Assurance/Validation** | **Yes** [ ]  **No** [ ]  |
| **Service 5: Modelling and Connected Data** |  |
| **5.1 Model production** | **Yes** [ ]  **No** [ ]  |
| **5.2 Geospatial production** | **Yes** [ ]  **No** [ ]  |
| **5.3 Connected data** | **Yes** [ ]  **No** [ ]  |
| **Service 6: Visualisation**  |  |
| **6.1 Model Rendering and Animation** | **Yes** [ ]  **No** [ ]  |
| **6.2 Augmented Reality** | **Yes** [ ]  **No** [ ]  |
| **6.3 Virtual Reality** | **Yes** [ ]  **No** [ ]  |
| **Service 7: Education and Training** |  |
| **7.1 Education** | **Yes** [ ]  **No** [ ]  |
| **7.2 Training** | **Yes** [ ]  **No** [ ]  |
| **Service 8: Additional Digital Engineering Services** |  |
| **8.1 Additional digital services not listed** | **Yes** [ ]  **No** [ ]  |

1. Price List

***[To be inserted based on Price List submitted by the Supplier in response to the RFP or in an Application to be admitted to the Scheme. ]***

Schedule 4 Form of Customer Contract

Execution page

**Executed as an agreement:**

|  |  |  |
| --- | --- | --- |
| Signed, for and on behalf of **Transport for NSW** by its authorised signatory, but not so as to incur personal liability, in the presence of: |  |  |
| Signature of witness  |  | Signature of authorised signatory |
| Name of witness (print) |  | Name of authorised signatory (print) |

|  |  |  |
| --- | --- | --- |
| Date |  | Date |

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of **[insert Supplier’s name and ABN]** in accordance with section 127 of the Corporations Act by: |  |  |
| Signature of director |  | Signature of director/secretary |
| Name of director (print) |  | Name of director/secretary |
|  |  |  |
| Date |  | Date |