



**Finance  
& Services**

# **SCHEME CONDITIONS**

**Prequalification Scheme:  
Data Solutions  
SCM0654**

**May 2014**

***Instructions for Submitting Prequalification Specific Questions:***

Questions concerning the required Deliverables in this Scheme must be forwarded by email to [Data.Solutions@osr.nsw.gov.au](mailto:Data.Solutions@osr.nsw.gov.au). Each email must include the subject heading “Provision of Data Solutions”.

Responses will be sent back via email.

Any information given to an Applicant to clarify any aspect of the Scheme will also be given to all other Applicants if, in the Principal’s opinion, failure to do so would unfairly favour the inquiring Applicant over other Applicants.

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## SCHEDULE OF DOCUMENT AMENDMENTS

| <b>Revision Number</b> | <b>Date</b> | <b>Update Description</b>                             |
|------------------------|-------------|---|
| 1.0                    | 27/05/14    | Approved version                                      |
| 1.1                    | 15/08/14    | Updated contact email address and included order form |

## 1 DEFINITIONS

**Agency** refers to an entity defined as a *Government Sector Agency* in the NSW Government Sector Employment Act 2013.

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

**Evaluation Committee** means a minimum of three (3) SDR representatives and one independent representative. The Committee is responsible for determining the eligibility of Applicants to be admitted to the Scheme.

**Assessment Material** includes all information, documents and other relevant material used by the Service Providers in performing the Services and includes both hard copy and electronic forms of Service Provider and OSR documents and reports.

**Data Cleansing Services** means provision of additional, more current data than what has been supplied by the Agency.

**Data Solutions Services** means to match any data files provided by OSR that may relate to individuals or commercial entities.

**Independent Member** means a senior officer from OSR, other than SDR, or a senior officer from any other Agency.

**OSR** means the NSW Office of State Revenue. A division of OFS.

**Performance Report** means a report submitted in accordance with clause 18 and in the form prescribed by Schedule 3.

**Principal** means the Office of State Revenue

**Scheme** means the *Prequalification Scheme: Data Solution Services* administered by OSR.

**SDR** means State Debt Recovery, a Business Unit of OSR.

**Service Provider** means a Respondent who has been granted admission to the Scheme by the Assessment Committee.

**Services** refer to the Data Cleansing Services and the Data Solution Services provided by the Service Provider to OSR under the Scheme.

## **2 BACKGROUND TO THE ENGAGEMENT**

One of OSR's key corporate objectives is to reduce overdue debt by ensuring that matters are paid within the allotted time, that communication is accurate and easy to understand, and that any overdue debt is managed effectively and resolved promptly. OSR's strategy includes centralising and reducing overdue debt management (i.e. Fines and Taxes) under the SDR. SDR is responsible for developing an integrated approach to overdue debt management and for extending debt management services to other government agencies.

SDR is currently implementing several strategies which are aimed at reducing the total overdue tax and fines debt balances due to the NSW Government, including:

- Using external debt collection agents (debt partners) to assist in the recovery of aged fines debt;
- Improving all client contact details for better communication.
- Increasing effectiveness of work allocation and productivity;
- Strengthening data analytics and business intelligence capabilities;
- Expanding debt resolution activity to include civil related debts;
- Investing in a debt collection system to integrate and augment existing systems;
- Aligning OSR to industry best practice for debt management.

## **3 BACKGROUND TO THE REQUIREMENTS**

Since 2009 OSR has engaged a small number of service providers to provide data solutions relating to client contact details. In 2012 legislative amendments were made to the Fines Act 1996 which provided OSR with the opportunity to use credit reference and publicly sourced data.

The existing contracts with current providers either have expired or are nearing their expiry date; therefore OSR is now seeking experienced data solution providers prepared to participate in this prequalification scheme who can be engaged in an ongoing or case by case basis. The scheme will run for 5 years.

## **4 PURPOSE OF THIS PREQUALIFICATION SCHEME**

- 4.1 To select suitably skilled, experienced and capable organisations to participate as a prequalified provider of data solution services, specifically:
- Provide credit reference information
  - Provide most recent general client data (ie.individual and company)
  - Provide electronic data (ie. mobile phone numbers, email addresses etc.individual and company)
  - Provide employer data
  - Conduct data analysis to ascertain risk scoring, propensity to pay scoring, debt treatment analysis, data segmentation and modeling

## **5 ENGAGEMENT MODEL**

- 5.1 Applicants will need to demonstrate their experience in their nominated area(s) of expertise as listed in the business requirements.
- 5.2 Service Providers will be able to update/change their areas of expertise throughout the life of the scheme by updating their details on the tenders website at [tenders.nsw.gov.au](http://tenders.nsw.gov.au).

- 5.3 Service Providers must ensure OSR will not breach any compliance or privacy laws through the use of the data.
- 5.4 Service Providers must be the legal owners of the data in its entirety and without reservation be compliant with current State and Federal legislation relating to data acquisition, usage and privacy.
- 5.5 Applicants will need to demonstrate the ability to provide current, validated and warranted data that meets privacy and other legislated requirements for individuals and commercial entities.
- 5.6 Data will be provided either on a file by file basis or batch delivery process following a single request or under the provision of data in work packages.
- 5.7 Applicants will be able to demonstrate their ability to provide segregation and segmentation for internal information management and meet all evaluation criteria required by OSR.
- 5.8 All personnel and subcontractors of Service Providers, handling OSR data must either be a citizen of Australia or have permanent residency in Australia and have a clear National Police record check.
- 5.9 All OSR data processing must reside within Australia and must not be shared with any third party or handled by any overseas part of the Service Provider's personnel.
- 5.10 OSR may choose to change suppliers of a particular service without reason at any point during the course of the scheme.
- 5.11 OSR may choose not to use any one or more of the Service Providers (refer to clause 26)
- 5.12 No Service Provider will have the right to be selected or make any demands on OSR for services (refer to clause 26)

## **6 DATA SOLUTIONS SERVICES**

- 6.1 The data will be supplied either on a case by case basis or in a batch file, in agreed formats, as requested by OSR.
- 6.2 Data provided by the Service Providers should be sourced from their internal files or individual or commercial credit files, publicly available data sources or other privacy complaint channels.
- 6.3 Data Solution Services under the Scheme may be performed by Service Providers in five levels:
  - Credit reference information,
  - Client data
  - Electronic data
  - Employer data
  - Conduct data analysisas specified in the requirements.

## **7 CONFIDENTIALITY**

- 7.1 Information submitted with an Application will be treated as confidential by Agencies unless otherwise required by law.
- 7.2 Information submitted with an Application may be subject to investigation, reference checking, searches, interviews, enquiries and confirmation. Applicants are deemed to have authorised any such action.

## **8 CODE OF PRACTICE FOR PROCUREMENT**

- 8.1 Service Providers must adhere to the NSW Government *Code of Practice for Procurement* at all times.
- 8.2 Any breach of the NSW Government *Code of Practice for Procurement* may result in the termination of an engagement and/or removal from the Scheme.

## **9 APPLICATIONS FOR PREQUALIFICATION**

- 9.1 Applications must be complete and submitted online via [tenders.nsw.gov.au](http://tenders.nsw.gov.au).
- 9.2 Only those Applications which fully satisfy all requirements set out in these Scheme Conditions will be considered by the Evaluation Committee.
- 9.3 Applicants agree that, if granted permission to join the Scheme, the terms and conditions of any engagement will be those of the Standard Form of Agreement as set out in Schedule 2 and agree that it is not necessary to sign the Standard Form of Agreement for each or any engagement.

## **10 ASSESSMENT MATERIAL**

- 10.1 The Service Provider shall store all Assessment Material created or obtained in the performance of the Services in a secure manner and separate from other information held by the Service Provider. Access to Assessment Material shall be managed to ensure access is restricted to those personnel directly involved in the provision of the Services and on a need to know basis.
- 10.2 The Service Provider will ensure that all Assessment Material held for the performance of the Services is identified and tracked.
- 10.3 The Service Provider will follow procedures and protocols when transferring Assessment Material to OSR that as a minimum include verification of transfer to the correct recipient, method of transfer, and security of information during transfer.
- 10.4 When Assessment Material held by the Service Provider becomes out-of-date, the Service Provider will either destroy or transfer it to OSR.
- 10.5 Upon removal of the Service Provider's prequalification or the cessation of the Scheme, the Service Provider shall transfer all Assessment Material acquired during the Scheme operations to OSR.



10.6 OSR has the right to access all Assessment Material created or obtained by the Service Provider as part of the Services. When requested, the Service Provider shall provide OSR, free of charge, with copies of this Assessment Material either in hard copy or electronic form.

## **11 RATES**

11.1 The rates specified in an Application shall remain firm for an initial two (2) year period. At the end of that period, an application may be made by a Service Provider to OSR to have the rates varied. In that application, the Service Provider must provide evidence of the increased costs to provide the Services, and also provide information on or acknowledge any reduction in costs due to technology changes, efficiency improvements or any other reasons. The Service Provider and OSR will then negotiate on and agree any consequent variation to the rates. Should the parties not agree to the variation, then the Service Provider will either elect to continue to provide Services at the original rates or withdraw from the Scheme.

11.2 A Service Provider may also submit an application to OSR for a reduction in rates at any time while prequalified under the Scheme.

11.3 The rates shall include all costs of performing the assessment and include the Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable.

11.4 The fees to be charged for each individual engagement for which the Service Provider is selected shall be based on the rates referred to in clauses 11.1 and 11.2.

## **12 PREQUALIFICATION PROCESS**

12.1 The Evaluation Committee will determine which Applicants will participate in Scheme.

12.2 Applicants who apply to participate in the Scheme are deemed to be qualified following the acceptance of an Application submitted in accordance with these Scheme Conditions.

12.3 Applications may be made at any time during the life of the Scheme. Applications will be assessed at the discretion of the Evaluation Committee.

## **13 EVALUATION CRITERIA**

13.1 Applications will be assessed according to the following evaluation criteria:

- a. resources proposed for the engagement are of high quality, have relevant past experience and have provided copies of clear National Police record checks.
- b. ability to meet stated business requirements.
- c. demonstrated understanding of OSR requirements and operational context.
- d. experience in and successful delivery of similar data solution projects or engagements.
- e. satisfactory methodology to be used in providing data solutions services including suitable IT systems to support innovation in the provision of data solutions and data system security with disaster recovery procedures.
- f. holding and maintenance of current certificates of insurance for public liability and details of any professional indemnity insurance currently held.
- g. Fees for data cleansing and data solution services and any additional costs.
- h. the quality and applicability of references.
- i. Details of any or any pending legal proceedings or ICAC enquiries the organisation has been subject to in the last five years.
- j. Declaration by an authorised representative of the organisation.

## **14 NOTIFICATION OF ASSESSMENT OUTCOME**

14.1 The Evaluation Committee may accept an Application (with or without limitation) or reject the Application.

14.2 OSR will notify all Applicants of the outcome of their Application in writing.

## **15 REQUEST FOR REVIEW OF THE DECISION**

15.1 Should an Applicant believe that there are substantive grounds to reconsider the decision by the Evaluation Committee not to admit the Applicant to the Scheme, the Applicant may request a review of the decision in writing, providing full details of the reasons for the request, to:

Chief Recovery Officer  
Office of State Revenue  
GPO Box 4042  
Sydney NSW 2001

15.2 The Chief Recovery Officer will review the request submitted by the Applicant and inform the Applicant in writing of the outcome of this review.

## **16 SPECIAL REQUIREMENTS**

16.1 Membership to the Scheme is subject to the following additional conditions:

- a. For individual engagement for which the Service Provider is selected, the Service Provider shall enter into a separate agreement comprised of the terms set out in Schedule 2 but shall not require that the document be signed for each engagement, and will include a statement of the fees to be charged for each individual engagement. There will be a separate service level agreement for each engagement.
- b. Each order or request for service made by OSR to a Service Provider under the scheme will be supported by a request via the [tenders.nsw.gov.au](http://tenders.nsw.gov.au) website which is deemed to have been made in accordance with the agreement prescribed by Schedule 2 between OSR and the Service Provider.
- c. The Service Provider may be required to meet with OSR from time to time and at no charge to discuss relevant matters and provide a report on relevant issues.
- d. Where a Service Provider has provided Services to OSR in a month, the Service Provider is required to submit to OSR a monthly report summarising all data services carried out for that month and including the following details:
  - i. Work Request numbers;
  - ii. Number of files processed;
  - iii. Date received and date processed;
  - iv. Total number of records received;
  - v. Total number of records processed;
  - vi. Total number of records not processed;
  - vii. Number of resolutions (matches);
  - viii. Number of errors
  - ix. Cost per file
  - x. Total cost for month
  - xi. Total cost year to date
  - xii. Any other details that OSR requests.
- e. The monthly reports required in clause 16.1(d) must be submitted to OSR in electronic form on or before the fifth working day of the following month.
- f. The Service Provider must grant OSR the right to access its premises during normal business hours for the purpose of monitoring and auditing the performance of the Services provided under the Scheme.

## **17 CHANGES TO SERVICE PROVIDER STATUS**

17.1 Service Providers must immediately inform OSR of any significant change in their financial capacity, capability, ownership status, contact details or address by updating their profile on the tenders website at [tenders.nsw.gov.au](http://tenders.nsw.gov.au).

## **18 PERFORMANCE REPORTING**

18.1 Service Provider performance monitoring and reporting shall be conducted in accordance with the following principles:

- (a) the mutual objective of the parties to a contract is to achieve continuous performance improvement;
- (b) the utilisation of performance reporting as a tool to facilitate the identification and resolution of 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 formal meetings;
- (f) performance issues being promptly addressed by the parties concerned;
- (g) performance issues being discussed openly with the Service Provider 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;
- (i) the assessment of the performance of the Service Provider should take account of individual behavior when necessary to highlight performance problems for resolution; and
- (j) a proactive approach to initiating and encouraging dialogue by either party to discuss performance and performance reporting matters, including making arrangements for formal performance reporting and consultation meetings.

## **19 PERFORMANCE REPORTING PROCESS**

- 19.1 OSR will be responsible for the preparation of Performance Reports relating to poor performance.
- 19.2 When a Performance Report is prepared, OSR shall provide a copy of the Performance Report to the Service Provider; and
- 19.3 If the Service Provider disagrees with the Performance Report, OSR and the Service Provider must attempt to resolve the disagreement in the first instance.

## **20 PERFORMANCE MANAGEMENT**

- 20.1 OSR will manage the performance of Service Providers by:
  - (a) monitoring performance on NSW Government *Code of Practice for Procurement* compliance, service performance, outputs and outcomes;
  - (b) applying sanctions, such as temporary suspension from the Scheme, where performance is deemed unsatisfactory;
  - (c) removing a Service Provider's admission to the Scheme, following due consideration of the circumstances, where performance is deemed unsatisfactory; and
  - (d) providing the opportunity for a Service Provider to request a review of the decisions referred in paragraphs (b) and (c) above.

## **21 TEMPORARY SUSPENSION**

- 21.1 OSR may suspend a Service Provider from the Scheme for up to three (3) months if OSR considers that the Service Provider has:
- (a) not complied with the Scheme Conditions; or
  - (b) demonstrated unsatisfactory performance.
- 21.2 OSR will advise the Service Provider of the reasons for the suspension and of any actions by the Service Provider required to lift the suspension. A Service Provider that has been suspended from the Scheme must inform OSR if and when the actions required to lift the suspension have been undertaken.
- 21.3 OSR will regularly review the status of Service Providers who have been suspended under clause 21.1. If the action taken by the Service Provider is considered by OSR to be insufficient, the suspension period may be extended and the Service Provider will be notified accordingly. OSR may remove the suspension if it is satisfied that the Service Provider has taken appropriate action to address the reasons for the suspension.

## **22 REMOVAL FROM THE SCHEME**

- 22.1 OSR may remove a Service Provider's membership on the Scheme if OSR considers that a Service Provider has:
- (a) breached the Scheme Conditions or the NSW Government *Code of Practice for Procurement*; or
  - (b) been the subject of substantiated reports of unsatisfactory performance from OSR; or
  - (c) been determined by OSR as not suitable for future work; or
  - (d) experienced an adverse change in capacity or capability; or
  - (e) experienced an adverse change in business status; or
  - (f) failed to promptly and adequately address the reasons for a temporary suspension from the Scheme under clause 21; or
  - (g) been convicted of a breach of its obligations under NSW work health and safety legislation or environmental protection legislation; or
  - (h) 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.
- 22.2 Before a Service Provider's membership on the Scheme is removed under clause 22.1, OSR will advise the Service Provider of the matters prompting the proposed action and will give the Service Provider the opportunity to provide reasons as to why the removal should not occur.

## **23 REQUEST FOR REVIEW OF OSR'S DECISION**

23.1 Where a Service Provider considers that there are substantive grounds for OSR to reconsider its decisions under clauses 20, 21 and 22, the Service Provider may request a review of the decision by writing, providing full details of the reasons for the request for review to:

The Manager, Analytic & Business Strategy  
Prequalification Scheme: Data Solution Services  
Office of State Revenue  
GPO Box 4042  
Sydney NSW 2001

23.2 OSR will review the request submitted by the Applicant and inform the Applicant in writing of the outcome of this review.

## **24 APPLICANT'S ACKNOWLEDGMENT**

24.1 In applying for membership, the Applicant agrees that it accepts the Scheme Conditions outlined in schedule 2.

## **25 DISCLAIMER**

25.1 OSR and the Evaluation Committee reserve the absolute discretion to:

- (a) accept an Application;
- (b) reject an Application;
- (c) suspend a Service Provider's membership on the Scheme; and
- (d) remove a Service Provider's membership on the Scheme.

25.2 OSR will not be held liable for any costs or damages incurred by the Service Provider in the exercise of such discretion.

## **26 PREQUALIFICATION NO GUARANTEE OF WORK**

26.1 The receipt of prequalification by a Service Provider does not guarantee:

- (a) continuity of the prequalification during the duration of the Scheme;
- (b) receipt of opportunities or request for services; or
- (c) that engagements or work of any kind or quantity will be offered.

## **27 REVIEW AND DEVELOPMENT OF THE SCHEME**

27.1 Regular feedback from OSR and Service Providers will be obtained by OSR as part of its role in monitoring the Scheme and assessing whether the objectives and intent of the Scheme are being met.

27.2 Modifications to the Scheme may be made at OSR's discretion during the life of the Scheme.

## SCHEDULE 1 – APPLICATION SUMMARY

The Applicant **must** provide evidence demonstrating that all elements of the evaluation criteria are met satisfactorily. The criteria and required evidence from the Applicant are summarised in the following table.

| The Applicant must demonstrate:   | Online Application Reference |
|---|------------------------------|
| Applicant resources proposed for the engagement are of high quality and have relevant past experience.  | Key Personnel Details 1      |
| Provided National Police record checks  | Key Personnel Details 2      |
| Ability to meet stated business requirements.   | Business Requirements 1      |
| Demonstrated understanding of OSR requirements and operational context.   | Business Requirements 2      |
| Applicant's experience in and successful delivery of similar data solution projects or engagements.   | Applicants Profile 1         |
| Satisfactory methodology to be used in providing Data Solutions Services including suitable IT systems to support innovation in the provision of data solutions and data system security with disaster recovery procedures. Applicant's capabilities to supply the required products, services, expected outcomes and deliverables; | Applicants Profile 2         |
| Holding and maintenance of current certificates of insurance for Public Liability with coverage in the amount not less than \$10,000,000  | Insurances 2                 |
| Applicant's prices being no more than 10% above the market average  | Rates and Cost of Services 1 |
| The quality and applicability of Referees   | Referee Reports 1            |
| Details of legal proceeding or ICAC enquiries   | Legal 1                      |
| Declaration by an authorised company representative   | Legal 2                      |

## SCHEDULE 2 – STANDARD FORM OF AGREEMENT

### PRE-QUALIFICATION SCHEME: DATA SOLUTION SERVICES

#### STANDARD FORM OF AGREEMENT

**THIS AGREEMENT** is made under the conditions of the Prequalification Scheme: Data Solution Services (the “Scheme”)

**BETWEEN** The Office of State Revenue (the “Principal”)

**AND** [Insert name, address and ABN of the Service Provider under the Prequalification Scheme: Data Solution Services] (the “Service Provider”).

#### OPERATIVE CLAUSES

##### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires:

'Agreement' means this document and any annexures and schedules.

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

- a) is by its nature confidential;
- b) is designated, or marked, or stipulated as confidential;
- c) the Service Provider knows or ought to know is confidential; and includes but is in no way limited to
- d) the Contract Material;
- e) the Principal's Material;
- f) any material which relates to the affairs of a third party;

but does not include information which:

- g) must be disclosed to perform the Services;
- h) is or becomes public knowledge other than by breach of this Agreement;
- i) is in the lawful possession of the Service Provider without restriction in relation to disclosure before the date of receipt of the information from the Principal or a third party; or
- j) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority.

'Contract Material' means the New Contract Material and the Existing Contract Material.

'Existing Contract Material' means:



- a) any Material which exists at the date of this Agreement; and
- b) any Service Provider's Material,

which is incorporated with the New Contract Material.

'Fee' or 'Fees' means the fee or fees provided by the Service Provider under the Scheme.

'GST' has the meaning given to this term in the GST Law.

'GST Law' means *A New Tax System (Goods & Services Tax) Act 1999*, related legislation and any delegated legislation made pursuant to such legislation.

'Intellectual Property' means all the rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of intellectual property.

'Material' includes but is not limited to documents, information and data stored by any means.

'Moral Rights' means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing at the commencement date of this Agreement or which may come into existence on or after the commencement date.

'New Contract Material' means any Material created, written or otherwise brought into existence by the Service Provider in the course of performing this Agreement in which subsists newly created Intellectual Property rights but for the avoidance of doubt does not include the Service Provider's Material.

'Order Form' means the standard order form under the Scheme submitted by the Principal to the Service Provider to place an order for the Services.

'Personal Information' means information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

'Principal' means the NSW Office of State Revenue.

'Principal's Material' means any Material supplied by the Principal to the Service Provider by whatever means in relation to this Agreement.

'Service Provider' includes the officers, employees, agents and sub-contractors of the Service Provider.

'Service Provider's Material' means any methodologies, tools, models, processes, knowledge of business principles, and analytical concepts, that have been created, written or otherwise brought into existence by the Service

Provider after the date of this Agreement, otherwise than in the course of performing this Agreement.

'Service Provider's Proposal' means the document submitted by the Service Provider under the Scheme which applies to the services work to be completed and fees for executing the Services.

'Services' means the Data Solution and Data Cleansing services set out and defined in the Scheme Conditions and any incidental or related services requested in writing by the Principal.

'Supply' has the meaning given to it in the GST Law.

- 1.2** Except where the context otherwise requires, a reference in this Agreement to:
- a) the singular number includes a reference to a plural number and vice versa;
  - b) a gender includes a reference to the other genders and each of them;
  - c) any person or company shall mean and include the legal personal representative, successor in title, and permitted assigns of such person or company as the circumstances may require;
  - d) any organisations, associations, societies, groups or bodies shall, in the event of them ceasing to exist or being reconstituted, renamed or replaced or if the powers or functions of any of them are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers or functions;
  - e) statutes, regulations, ordinances or by-laws shall be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time; and
  - f) a business day means any day which is not a Saturday, Sunday or public holiday in the State of New South Wales.
- 1.3** Where any covenant, condition, agreement, warranty or other provision of this Agreement expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

## **2. ENGAGEMENT**

The Principal engages the Service Provider to provide the Services in accordance with this Agreement. The engagement is supported by the Order form provided by the Principal to the Service Provider. The Service Provider shall commence the Services on the date indicated on the order form, or any other date as agreed in writing between the parties.

## **3. CONFLICT OF INTEREST**

- 3.1** The Service Provider undertakes that at the date of this Agreement, no conflict of interest exists or is likely to arise in the performance of the Services. The Service Provider must notify the Principal, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest.

- 3.2** On receipt of a notice under clause 3.1, the Principal may:
- a) approve the Service Provider continuing to perform the Services, which approval may be subject to reasonable conditions to ensure appropriate management of the conflict; or
  - b) where in the Principal's reasonable view the conflict of interest cannot be appropriately managed, exercise its rights of termination under this Agreement.

#### **4. SERVICE PROVIDER'S OBLIGATIONS**

##### **4.1 Professional Standard of Care**

The Service Provider must perform the Services in a diligent manner and to the standard of skill and care expected of a Service Provider qualified, competent and experienced in the provision of services of the nature of those set out in the Scheme.

##### **4.2 Knowledge of Requirements of the Principal**

The Service Provider must use all reasonable efforts to inform itself of the detailed requirements of the Principal and must regularly consult with the Principal during the performance of the Services.

##### **4.3 Personnel**

- a) The Service Provider must ensure that all personnel utilised by it in connection with the Services are appropriately qualified, competent and experienced in the provision of services of the nature of the Services and have a clear National Police check record.
- b) The Service Provider must use only the persons named in the Service Provider's Proposal, or alternates agreed to in writing by the Principal (which agreement may be given or withheld in the Principal's absolute discretion), to provide the Services.
- c) The Service Provider's responsibility for the performance of the Services and for the standard of performance by its personnel is not altered in any way by this clause 4.3 or by anything done in accordance with this clause 4.3

##### **4.4 Discrepancies in Information**

If the Service Provider considers that any information, documents and other particulars made available to it by any person on behalf of the Principal are inadequate or contain errors or ambiguities, the Service Provider must give written notice to the Principal detailing the errors or ambiguities as soon as practicable. Rectification of errors or ambiguities shall be the responsibility of the person supplying the information or documents, but the Principal shall use reasonable endeavours to procure such rectification.

#### **4.5 Reports and Deliverables**

The Service Provider must provide the reports and deliverables, containing the information, in the format and on the dates as may be specified in the Scheme Conditions.

#### **4.6 Materials**

The Service Provider must protect and keep safe and secure all Materials including the Principal's Materials provided to the Service Provider.

#### **4.7 Service Provider's Relationship with the Principal**

The Service Provider must liaise, co-operate and confer with the Principal or any other person nominated by the Principal. The Service Provider must not act outside the scope of the authority conferred on it by this Agreement and must not purport to bind the Principal in any way or hold itself out as having any authority to do so, except as specifically authorised pursuant to this Agreement.

#### **4.8 Confidentiality**

- a) The Service Provider:
  - i) must not disclose any Confidential Information to any person without the prior written consent of the Principal; and
  - ii) must take reasonable steps to ensure that the Confidential Information in its possession is kept confidential and protected against unauthorised use and access.
- b) The Service Provider agrees to use the Confidential Information solely for the purposes of the Services and for no other purpose.
- c) Notwithstanding clause 4.8(a), the Service Provider may disclose Confidential Information to its officers, employees, agents and permitted sub-contractors ("permitted recipient") where such disclosure is essential to carrying out their duties or in accordance with this Agreement.
- d) Before disclosing the Confidential Information to a permitted recipient, the Service Provider will ensure that the permitted recipient is aware of the confidentiality requirements of this Agreement and is advised that he, she or it is strictly forbidden from disclosing the Confidential Information or from using the Confidential Information other than as permitted by this Agreement. The Principal may, at its sole discretion and at any time, require the Service Provider to arrange for a permitted recipient to execute a deed (in such form as may be required by the Principal) relating to the non-disclosure and use of the Confidential Information and the Service Provider will promptly arrange for such deed to be executed and provided to the Principal.

- e) The Confidential Information must not be copied or reproduced by the Service Provider and/or the permitted recipient without the express prior written permission of the Principal, except for such copies as may be reasonably required to accomplish the purpose for which the Confidential Information was provided pursuant to this Agreement.

#### **4.9 Privacy and Disclosure of Personal Information**

Where the Service Provider has access to Personal Information in order to fulfill its obligations under this Agreement, it must:

- a) where the Service Provider is responsible for holding the Personal Information, ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- b) not use Personal Information other than for the purposes of the Agreement, unless:
  - i) required or authorised by law; or
  - ii) authorised in writing by the individual to whom the Personal Information relates but only to the extent authorised;
- c) not disclose Personal Information without the prior written agreement of the Principal or the prior written agreement of the individual to whom the Personal Information relates, unless required or authorised by law;
- d) ensure that only authorised personnel have access to Personal Information;
- e) immediately notify the Principal if:
  - i) the individual to whom the Personal Information relates authorises the Service Provider's to use his/her Personal Information for other purposes;
  - ii) the individual to whom the Personal Information relates consents to the Service Provider's disclosing of his/her Personal Information; and/or
  - iii) it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
- f) make its officers, employees, agents and sub-contractors aware of the Service Provider's obligations under this clause including, when requested by the Principal, requiring those officers, employees, agents and sub-contractors to promptly sign a suitable privacy deed relating to Personal Information. The Service Provider will promptly arrange for such deed to be executed and provided to the Principal;
- g) comply with such other privacy and security measures as the Principal reasonably advises the Service Provider in writing from time to time; and
- h) immediately notify the Principal upon becoming aware of any breach of clause 4.9.

#### **4.10 Compliance with Law & Government Guidelines**

The Service Provider must, to the extent the same are relevant to this Agreement and/or the performance of the Services, comply with all laws, regulation, privacy principles, codes of practice, Australian and/or ISO standards and any NSW Government policies, guidelines and code of conduct communicated by the Principal to the Service Provider during the continuance of the Agreement.

#### **4.11 Service Provider's Representative**

The person named in the Scheme as having conduct of this engagement on behalf of the Service Provider, or such other person as nominated by the Service Provider and approved by the Principal, will be responsible to the Principal for all aspects of the Services and has the legal power to bind the Service Provider in respect of any matters arising in connection with the Services.

#### **4.12 Subcontracting and Assignment**

- a) The Service Provider must not assign or subcontract any part of the Services without the prior written approval of the Principal, which approval may be given or withheld in the Principal's absolute discretion. The Principal may, in giving its approval, impose such conditions as it sees fit.
- b) An approval given by the Principal permitting the Service Provider to assign or subcontract any portion of the Services does not relieve the Service Provider from any of its obligations and liabilities pursuant to this Agreement.
- c) Prior to any sub-contractor or any employee or agent of the sub-contractor commencing work in respect of the Services, the Service Provider will obtain from that person, and provide to the Principal, a written assignment from the person to the Principal of the Intellectual Property created as a result of the person performing that work.
- d) The Principal will have no contractual relationship with and undertakes no obligations to any person to whom any part of the Services are subcontracted.

#### **4.13 Fitness for Purpose**

The Service Provider acknowledges and agrees that the Principal relies upon the skill and knowledge of the Service Provider in providing the Services. The Service Provider must ensure that all work, documents and other deliverables produced by it are reasonably suitable in all respects for the purposes required by this Agreement.

#### **4.14 Access to Service Provider's Premises**

The Service Provider must, at all reasonable times and upon reasonable notice, permit the Principal access to the Service Provider's premises in order for the Principal to inspect, discuss and assess the Contract Material and any other material obtained by the Service Provider from any person in connection with the Services.

#### **4.15 Insurances**

- a) The Service Provider shall, and shall ensure that any sub-contractors will, arrange and maintain with a reputable insurance company for the term of the contract:
  - i) A public liability policy of insurance to the value of at least \$10 million in respect of each claim;
  - ii) Workers compensation insurance as required by all relevant laws of Australia relating to workers' compensation; and
  - iii) Professional Indemnity Insurance is not mandatory but may be required for some engagements. The adequacy of the insurance coverage to meet the risk and any monetary limit that is set for the nature of an engagement will be determined by agencies at the time the service provider is engaged.
- b) Where the Principal considers that additional insurance may be necessary to cover liabilities that may arise during the performance of Services, the Principal and the Service Provider shall consult about these matters, including, in particular, about the level of cover required.
- c) The Service Provider shall, on request from time to time by the Principal, produce to the Principal, satisfactory evidence of insurance.
- d) The insurances referred to in this clause shall be effective from the start date of this Agreement and shall be maintained for the period of the Agreement provided however, if professional indemnity insurance is required it shall, unless the Principal otherwise agrees in writing, be continued to be maintained for a period of one year following the expiration or earlier termination of this Agreement.

#### **4.16 Records**

##### **a) Keeping of Records**

The Service Provider must, during the period of this Agreement, keep proper accounts, records (including information stored by computer and other devices) and time sheets in accordance with accounting principles generally applied in commercial practice in respect of its time charge billing, its reimbursable expenditure and fees and reimbursements payable to others properly engaged pursuant to this Agreement and maintain the same for a period of 7 years.

b) **Access**

The Service Provider must, within a reasonable time of any request by the Principal, give the Principal access to, or verified copies of, any information which may be reasonably required to enable any claim by the Service Provider to payment to be substantiated and verified by the Principal.

**5. PRINCIPAL'S OBLIGATIONS**

**5.1 Provide Information**

The Principal will, as soon as practicable, make available to the Service Provider all relevant material and particulars within the Principal's possession or control, give all necessary instructions and answer any queries made by the Service Provider relating to the Principal's requirements in connection with this Agreement.

**5.2 Principal's Representative**

The person named in the Order Form as Principal's Representative, or any alternate person the Principal nominates in writing, will act as the Principal's Representative and will have authority to act on behalf of the Principal for all purposes in connection with this Agreement.

**5.3 Payment**

- a) In consideration of the provision of the Services in accordance with this Agreement, the Principal will pay the Service Provider the Fees specified in the Scheme.
- b) Payment of any part of the Fees does not constitute an acceptance by the Principal of the Services and does not amount to a waiver of any right or action which the Principal may have at any time against the Service Provider.
- c) If the Service Provider has obtained the Principal's prior written approval to incur or pay any costs, expenses, fees or charges, the Principal will reimburse the Service Provider for those costs, expenses, fees or charges.
- d) The Principal is not required to pay any amount to the Service Provider unless it has received a correctly rendered invoice for that amount. Unless the Principal and Service Provider agree and specify otherwise, the Principal must pay each correctly rendered invoice within 30 days after receipt of that invoice.
- e) The Principal will not be obliged to make any payment to the Service Provider under this Agreement until the Service Provider has submitted proof of insurance in accordance with clause 4.15.

**6 CLAIMS FOR PAYMENT**



The Service Provider may render to the Principal a tax invoice during each month of the term of this Agreement. Any payment claim will be for the Services performed (and for approved reimbursable expenses, if any, incurred) during the previous month.

## **7. GOODS AND SERVICES TAX**

**7.1** To the extent that a party to this Agreement (“GST Supplier”) is or becomes liable to pay GST in connection with any Supply made under this Agreement and the amount of any such GST is not included in the amount payable under this Agreement:

- a) the GST Supplier may add to the price of the Supply an amount equal to the GST payable on the Supply (“GST Amount”); and
- b) the other party will pay the GST Supplier the price for the Supply in accordance with this Agreement plus the GST Amount.

**7.2** If, for any reason, the GST Supplier's GST liability in respect of a particular Supply is different from the amount of GST paid by the other party:

- a) the GST Supplier must immediately repay to the other party the amount of any excess paid by the other party above the GST Supplier's GST liability; or
- b) the other party must pay the deficiency in the amount previously paid by the other party to the GST Supplier for that Supply, as appropriate.

**7.3** Each party warrants that at the time any supply is made under this agreement on which GST is imposed, that party is or will be registered under the GST Law.

**7.4** Any invoice rendered by a party to this agreement in connection with a Supply under this Agreement which seeks to recover an amount of GST payable by that party must conform to the requirements for a tax invoice (as that term is defined in the GST Law).

## **8. VARIATIONS**

### **8.1 Instruction**

The Principal may, on the recommendation of the Service Provider or otherwise, instruct the Service Provider in writing to vary the Services and the Service Provider must comply with any such instruction.

### **8.2 Consequences of Variation or Proposed Variation**

- a) Before instructing a variation, the Principal may request the Service Provider to provide a written estimate of the time and cost effects of the proposed variation. A written estimate so requested must be provided by the Service Provider within a reasonable time nominated by the Principal.

- b) If a variation is instructed and no request has been made by the Principal under clause 8.2(a), the Service Provider must, as soon as practicable after the variation is instructed, provide the Principal with a written estimate of the time and cost effects of the variation.

## **9. INTELLECTUAL PROPERTY**

### **9.1 New Contract Material**

Copyright (including future copyright) in all New Contract Material, vests in the Principal or is otherwise hereby assigned by the Service Provider to the Principal. Title to, and Intellectual Property rights in, all New Contract Material (other than copyright) shall, on creation, vest or otherwise be assigned or transferred to the Principal, without the need for further assurance.

### **9.2 Existing Contract Material**

This Agreement does not affect the Intellectual Property rights in Existing Contract Material, but the Service Provider hereby grants, and ensures that relevant third parties grant to the Principal, without additional cost, a non-exclusive, irrevocable, transferable licence:

- a) to use, reproduce, communicate to the public and adapt for its own purposes; and
- b) where so specified in this Agreement, to perform any other act with respect to copyright and to manufacture, sell, hire or otherwise exploit,

all those Intellectual Property rights, but only as part of the Contract Material and any developments of that material.

### **9.3 Perfection of rights**

The Service Provider must execute all documents and do all acts and things required, at its cost (unless otherwise agreed), for the purposes of giving effect to the provisions of this Agreement dealing with Intellectual Property rights.

### **9.4 Moral Rights**

The Service Provider must hold, or obtain, consents from all authors of Contract Material to its use and adaptation by the Service Provider or the Principal, without restriction and without any requirement to attribute the Contract Material to its authors.

### **9.5 Limitations on the use by the Service Provider of the Contract Material**

The Service Provider must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement unless it has obtained the prior written approval of the Principal to do otherwise. Any such approval may be given on any terms or conditions the Principal considers appropriate.

## **10. INDEMNITY**

**10.1** The Service Provider agrees to indemnify and keep indemnified the Principal and its officers, employees and agents (“those indemnified”) against any liability or loss (including reasonable legal costs and expenses), incurred or suffered by any of those indemnified where such liability or loss is incurred by reason of or in connection with:

- a) any infringement or alleged infringement of any Intellectual Property rights (including Moral Rights) arising out of the supply or use of the Services or any Contract Material provided under this Agreement; and/or
- b) any unlawful, wrongful, willful or negligent act or omission of the Service Provider or its personnel in connection with this Agreement.

**10.2** The Service Provider’s liability to indemnify those indemnified under this Agreement shall be reduced proportionally to the extent that any unlawful, wrongful, willful or negligent act or omission of those indemnified caused or contributed to the liability or loss.

**10.3** The indemnity contained in this clause 10 is a continuing obligation of the Service Provider separate and independent of any other responsibility of the Service Provider and will continue beyond the period of this Agreement.

**10.4** The Principal may, in its absolute discretion, agree to cap the Service Provider's liability under clause 10 of this Agreement to a monetary amount. Any cap on liability must be specified in writing.

## **11. TERMINATION**

### **11.1 Completion of the Services**

This Agreement will terminate upon either the Principal giving a notice to the Service Provider that it considers that the Services have been fully performed or that it does not require further performance of the Services by the Service Provider, or the expiry of the Scheme, whichever comes first.

### **11.2 Termination by the Principal for insolvency or default by the Service Provider**

- a) If the Service Provider:
  - i) becomes bankrupt, or insolvent, or enters into a scheme or arrangement with its creditors, or is placed into liquidation or provisional liquidation, or placed under official management or receivership;
  - ii) fails to carry out the Services with due diligence and competence;
  - iii) without reasonable cause suspends the carrying out of the Services;
  - iv) commits a substantial breach of this Agreement; or
  - v) in the opinion of the Principal has a conflict of interest in performing the Services; then

- b) the Principal may, without prejudice to its right to terminate this Agreement under clause 11.1:
  - i) in the case of the circumstance specified in clause 11.2(a)(i), forthwith terminate this Agreement by notice to the Service Provider; or
  - ii) in the case of any other circumstance specified in clause 11.2(a) give notice to the Service Provider specifying the circumstance and requiring the Service Provider to remedy it; and
  - iii) if the Service Provider fails to remedy the circumstance within a period specified by the Principal under clause 11.2 (b)(ii), terminate this Agreement by a further notice to the Service Provider.

### **11.3 Termination by the Service Provider**

- a) If the Principal:
  - i) fails to pay the Service Provider in accordance with this Agreement; or
  - ii) commits a substantial breach of this Agreement,

then the Service Provider may give notice to the Principal specifying the failure or breach and requiring the Principal to remedy the failure or breach.

- b) If the Principal fails to remedy the breach within a period of not less than fourteen (14) days, the Service Provider may at any time thereafter, terminate this Agreement by giving written notice of termination to the Principal.

### **11.4 Effect of Termination**

Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of either party. The Principal may following termination enter into a contract with any person to complete provision of the Services.

### **11.5 Adjustment of the Fee on Termination**

Upon termination of this Agreement, the Principal will pay the Service Provider for the Services performed by the Service Provider up to the date of termination but in the case of termination under clause 11.2, such payment shall take into account any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered by the Principal as a consequence of breach of this Agreement by the Service Provider. The Principal may offset any money due against any money payable by the Service Provider to the Principal and recover any short-fall from the Service Provider as a debt due and payable.

### **11.6 Further Services after Termination**

If the Principal requests the Service Provider to provide further services or undertake any additional work of a minor, incidental or ancillary nature in

connection with the Services after termination pursuant to clause 11.1, and the Service Provider agrees to perform the work, then notwithstanding such termination, all such work or services shall be deemed to be part of the Services and subject to the terms of this Agreement.

## **12. CONSEQUENCES OF TERMINATION**

**12.1** Without limiting the Principal's rights in relation to this Agreement, if the Principal pre-paid any amounts to the Service Provider for Services to be performed which at the date of termination have not been performed and this Agreement is terminated for any reason:

- a) the Service Provider must refund to the Principal such prepaid amounts, within seven (7) days of termination of this Agreement; and
- b) the Principal may recover in an appropriate court the balance of any prepaid amount not refunded as a debt due and payable by the Service Provider to the Principal.

**12.2** The Service Provider must, except to the extent approved by the Principal in writing, deliver to the Principal, within seven (7) days of termination or expiry of this Agreement:

- a) all Confidential Information of the Principal;
- b) all Contract Material and Principal's Material; and
- c) all copies of (a) and (b) above.

The provision dealing with the return of Materials upon termination or expiry of this Agreement does not prevent the Service Provider from keeping a bona fide copy of the Contract Material for its records, subject to the confidentiality and privacy requirements contained in this Agreement.

**12.3** The Service Provider must for a minimum period of six (6) years following the expiration or termination of this Agreement, keep the operational records and project data relating to the provision of the Services securely and in a form and manner as to facilitate access and inspection under this Agreement.

**12.4** Clauses in this Agreement dealing with access to records, licences and consents, confidentiality, intellectual property, insurance, consequences of termination, dispute resolution, and any other provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.

## **13. DISPUTE RESOLUTION**

### **13.1 Negotiation**

The Service Provider and the Principal will endeavour to resolve any dispute speedily by negotiation.

## **13.2 Expert Determination**

- a) If a dispute between the Service Provider and the Principal:
  - i) is agreed by both parties to involve a claim or claims not exceeding \$100,000 in the aggregate for either party; and
  - ii) is not resolved by negotiation,

then before either party has recourse to litigation, the parties must co-operate to submit the dispute to determination by an independent expert ('Expert') agreed between the parties.

- b) If the Service Provider and the Principal do not agree upon an Expert, either party may request the Australian Commercial Disputes Centre to nominate an Expert and the dispute shall be referred to such nominee.
- c) The Expert shall be appointed on terms which include the following:
  - i) the Expert may meet with the parties jointly but must not meet or communicate with either party separately;
  - ii) during any meeting with both parties, the Expert may ask questions of the parties which must be answered orally or in writing as requested by the Expert;
  - iii) the determination of the Expert shall be made as an expert and not as an arbitrator; and
  - iv) as soon as possible, and, unless otherwise agreed by the parties and the Expert, within 60 days of the acceptance by the Expert of the appointment, the Expert must give the parties a determination in writing as to the respective rights and entitlements of the parties, including the amount, if any, due from one party to the other.

## **13.3 Submissions**

Within 14 days of acceptance by the Expert of the appointment, any party making a claim will submit their claim in writing to the Expert and within a further 7 days, the other party will submit its response to the claim. All such submissions shall include all evidence which the parties wish the Expert to take into account. A copy of all submissions and any documents sent to the Expert must be sent to the other party at the same time.

## **13.4 Effect of Determination**

The determination of the Expert shall be final and binding on the parties except where the Expert's determination relating to a dispute is that one party shall pay to the other an amount in excess of \$100,000 (or carry out work without charge

to the value of more than \$100,000) and either party gives notice to the other party of its dissatisfaction with that determination within 28 days of the determination being given.

### **13.5 Costs**

The Principal and the Service Provider will each bear their own costs of the determination and will each bear half the Expert's fee and any associated expenses of the Expert.

### **13.6 Continuing Performance**

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

## **14. NOTICES**

- a) Any notice given under this Agreement:
  - i) must be in writing addressed to the intended recipient at the address shown for the parties in the Scheme and/or Order Form or the address last notified by the intended recipient to the sender;
  - ii) must be signed by an authorised officer of the sender;
  - iii) will be taken to have been delivered:
    - A. in the case of delivery in person - when delivered to the recipient's address for service and a signature received as evidence of delivery;
    - B. in the case of delivery by post - within three business days of posting;
    - C. in the case of delivery by facsimile – at 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. in the case of delivery by email, on receipt of confirmation by the sender that the recipient has received the email.
- b) If delivery or receipt of a notice occurs on a day on which business is not generally carried on in the place to which the communication is sent, or occurs later than 4.00pm (local time) on any day, it will be taken to have occurred at the commencement of business on the next business day in that place.

## **15. CONTRA PROFERENTEM**

In the interpretation of this Agreement, no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward the Agreement or any part of it.

**16. JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales.



**Execution by the Principal:**

Signed for and on behalf of ..... )  
..... )  
(insert name of Principal) )  
 )  
 )  
by..... )  
(insert name of person signing on the Principal's behalf) ) (signature of Principal's representative)  
 )  
 )  
 )  
 )  
 )  
in the presence of..... )  
(insert name of witness) ) (signature of witness)

**Execution by the Service Provider:**

The **COMMON SEAL** of..... )  
..... ) (Corporate Seal)  
(insert name of Service Provider) )  
 )  
A.C.N: ..... )  
(insert Service Provider A.C.N.) )  
 )  
 )  
 )  
by ..... )  
(insert name of Owner, Director, Partner, Company ) (signature of Owner, Director, Partner,  
Secretary or other authorised officer of the Service ) Company Secretary or other authorised officer  
Provider) ) of the Service Provider)  
 )  
 )  
 )  
 )  
In the presence of..... )  
(insert name of witness not a party to this Agreement) ) (signature of witness)

## SCHEDULE 3 – PERFORMANCE REPORT

### OSR LETTERHEAD

## **Service Provider Unsatisfactory Performance Report**

### **PREQUALIFICATION SCHEME: DATA SOLUTIONS SERVICES**

The Scheme Conditions require that OSR is required to submit a Performance Report for each engagement where:

- the performance of, and the services provided by, the Service Provider are considered by OSR to be unsatisfactory;

Completed performance reports should be e-mailed to [Tender.Response@osr.nsw.gov.au](mailto:Tender.Response@osr.nsw.gov.au). The reports are due at the completion date of the engagement or whenever a critical aspect of performance is deemed unsatisfactory. OSR is required to provide a copy of the Performance Report to the Service Provider.

This report may be used to assist in assessing the ongoing suitability of a Service Provider for the Scheme.

### **PROJECT DETAILS**

|  |              |                           |               |
|--|--------------|---------------------------|---------------|
| <b>Project or Engagement Name</b>        |              |                           |               |
| <b>Brief Description</b>                 |              |                           |               |
| <b>Contract Value</b>                    | \$           | <b>Date of engagement</b> |               |
| <b>Data Solution Services</b>            |              |                           |               |
| <b>Service Provider Name</b>             |              |                           |               |
| <b>Service Provider's Representative</b> | <b>Name</b>  |                           |               |
|  | <b>Title</b> |                           | <b>Phone:</b> |
|  | <b>Email</b> |                           |               |

## SERVICE PROVIDER PERFORMANCE

| Evaluation Criteria  | N/A | Un-Satisfactory | Marginal | Satisfactory |
|--|-----|-----------------|----------|--------------|
| <b>Requirements</b><br>Understanding of client requirements  |     |                 |          |              |
| <b>Time</b><br>Completion and delivery of the reports on time  |     |                 |          |              |
| <b>Quality</b><br>Data solution services completed to the specified standard of quality of service   |     |                 |          |              |
| <b>Claims</b><br>Reasonableness of claims  |     |                 |          |              |
| <b>Early Warning</b><br>Provision of sufficient time to consider and help resolve problems           |     |                 |          |              |
| <b>Cooperation</b><br>Cooperation with the client  |     |                 |          |              |
| <b>Recommendation</b><br>Would you recommend the Service Provider for future Data Solution services? |     | Yes ▶           | No ▶     |              |

### Additional Comments on the Service Provider's performance

**SIGN-OFF BY OSR REPRESENTATIVE**

|                    |  |                   |  |
|--------------------|--|-------------------|--|
| <b>Name</b>        |  | <b>Signature</b>  |  |
| <b>Title</b>       |  | <b>Date</b>       |  |
| <b>Agency Name</b> |  |                   |  |
| <b>Tel No.</b>     |  | <b>Mobile No.</b> |  |
| <b>E-mail</b>      |  |                   |  |

## SCHEDULE 4 – ORDER FORM

### Order Form

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#### PREQUALIFICATION SCHEME: DATA SOLUTION SERVICES

This form is to be completed by the officer responsible for the project and/or engagement who has the appropriate delegated authority. The form should be submitted to the selected Service Provider prequalified under the Scheme.

| SERVICE PROVIDER DETAILS |  |
|--------------------------|--|
| Service Provider Name    |  |

  

| ORDER DETAILS  |                  |
|--|------------------|
| Number records   |                  |
| Type of Assessment   | Prequalification |
| <i>Comments or special instructions to the Service Provider.</i> |                  |

#### PREQUALIFICATION SCHEME: DATA SOLUTION SERVICES

| OSR DETAILS              |  |
|--------------------------|--|
| Division/Branch/Unit     |  |
| Postal Address           |  |
| Person requesting report |  |
| Position title           |  |
| Telephone number         |  |
| E-mail address           |  |
| Date and Time Order sent |  |
| Purchase Order Number    |  |
| Contract Description     |  |
| Contract Duration        |  |
| Proposed start date      |  |
|                          |  |

