

ICT Agreement for As-A-Service

This is an agreement for:

Add solution overview

to meet the following business need:

Add business need

The **agreement** is made up of:

1. the **core terms** – version: 7 May 2018
2. the annexed **solution requirements** for as-a-service
3. any documents attached to the **solution requirements**

Any document in this list takes priority over those documents listed after it. Any terms that conflict with, or limit the operation of, a document earlier in the list will have no legal effect.

This agreement is between:

“us” the buyer

Name of buyer:	
ABN:	
Signed by buyer's authorised representative (without personal liability):	
Print name:	
Witnessed by:	
Print name:	
Date:	DD/MM/YYYY

“you” the supplier

Name of Supplier:	
ABN:	
Signed by supplier's authorised representative:	
Print name:	
Witnessed by:	
Print name:	
Date:	DD/MM/YYYY

ICT Agreement Solution requirements for As-A-Service

1. Service description

You will provide the following **as-a-service solution** to us:

Add service description. Refer to attachment or link if required

2. Who can use the as-a-service solution

The following people, or group, can use the **as-a-service solution**:

Add the scope of the group of users permitted to use the as-a-service solution. For example, this may be a specified number of users, an entire agency, or may be linked to pricing ranges

3. Fees

We will pay for the **as-a-service solution**:

Add fees

The fees include all taxes, except GST. In addition, we will pay GST in accordance with applicable law.

4. Estimated volumes and spend assumptions

When entering into this **agreement**, we assume the estimated volumes and spend set out below. This is not a binding commitment.

You must tell us if you become aware that we are likely to exceed these estimates.

Add estimated volumes and spend assumptions

5. Agreement period

You will provide the following **as-a-service solution**:

From the commencement date :	Add commencement date
For the agreement period :	Add agreement period

After termination or expiry, if requested, you must provide **disengagement services** for up to 3 months, as set out in the **core terms**.

6. Intellectual property

You license us to use the **as-a-service solution** and any accompanying materials for the **agreement period**.

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7. Availability hours

You must make the **as-a-service solution** available to us as follows:

Add availability hours for the as-a-service solution
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8. Support

If the **as-a-service solution** fails to comply with the **agreement**, you must fix the problem as soon as reasonably possible and in accordance with any **service levels**.

You must provide help desk services as follows:

Help desk services:	Add help desk services description
Help desk hours:	Add help desk hours
Help desk contact details:	Add help desk contact details

9. Service levels

You will provide the **as-a-service solution** in accordance with the following **service levels**:

Add service levels, and refer to attachment or link if required. As an example, relevant service levels may include: availability, performance, security, no data loss, provisioning time, service restoration time

10. Performance monitoring and reporting

You will provide the following performance monitoring and reporting:

Reporting on performance of the as-a-service solution :	Add reporting on performance requirements
Technical arrangements for enabling our performance monitoring of the as-a-service solution at any time:	Add technical arrangements for performance monitoring

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11.Relevant policies and standards

You agree to comply with the following policies and/or standards relevant to the **as-a-service solution**:

Add relevant policies and standards – or write “Not applicable”

ICT accessibility

Under the **core terms**, all solutions must meet Accessibility Standard AS EN 301 549. By exception, you do not need to comply with those accessibility requirements for the following items:

Add details of any exceptions relating to the accessibility requirements. If there are no exceptions, write “Not applicable”
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12.Locations

You must only perform work associated with the **as-a-service solution** (including development work, hosting, operations, support and maintenance, and any work performed via remote access):

in Australia; and from the following locations outside Australia (if any):

Add a list of locations where work may be completed outside Australia – otherwise write “Not applicable”
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Please provide specific details of the following locations:

Locations where buyer data will be stored:	Add locations where buyer data will be stored
Locations for all components of your as-a-service solution , including producing systems:	Add locations for all components of your as-a-service solution

13.Buyer data

You must ensure that all **buyer data** in your possession, or otherwise managed by you, is retained throughout the **agreement period** and managed in accordance with the following requirements:

Encryption requirements: <ul style="list-style-type: none">data at restdata in transit	
Requirements relating to the storage of buyer data :	
Technical mechanisms and processes for enabling us to	

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access / extract buyer data at any time:	
Controls to be applied by you for managing access to our buyer data :	
Technical arrangements for extracting and returning buyer data at the end of the agreement period :	

14.Changes to the as-a-service solution

We expect you will make changes to the **as-a-service solution** to ensure it keeps pace with technological advancements and improvements in methods of delivery.

This does not entitle us to new products or functionality which are not contemplated under this **agreement** and are separately priced.

Regardless of any such changes, you must ensure the **as-a-service solution** continues to meet all of the requirements under this **agreement**.

15. Insurance

You must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:

- public liability insurance with an indemnity of at least \$5 million in respect of each claim, to be held for the **agreement period**
- product liability insurance with an indemnity of at least \$5 million for the total aggregate liability for all claims, to be held for the **agreement period**
- workers' compensation insurance in accordance with applicable laws
- professional indemnity insurance of \$1 million for all claims made by us, to be held for the **agreement period** and for at least four years after the end of the **agreement**

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16. Invoicing frequency

You may invoice fees as follows:

Add invoicing frequency

17. Your contact person for notices and any issues relating to this agreement

Name:	
Role:	
Phone:	
Email:	
Address:	

18. Our contact person for notices and any issues relating to this agreement

Name:	
Role:	
Phone:	
Email:	
Address:	

Add attachments if required

You may attach responses to the information requested in the **solution requirements** where additional space is required to complete those details.

Where you add additional terms, they will have no legal effect where:

- they conflict with, or limit, the operation of the **core terms** or **solution requirements**
- they relate to or expand on areas of law that are addressed in the **core terms** or **solution requirements**
- or they have the effect of increasing the scope of our legal obligations to you – including any additional liability, indemnities or payment obligations. By exception, you may add terms which contain reasonable obligations or restrictions relating to our use of the solution.