



Parliament of Australia
Department of Parliamentary Services

Senate F&PA Committee

Tabled Document

Inquiry: Additional Estimates 2013-14

Date/Time: 24/2/14

Witness Name: ms Eija Seittenranta

Organisation: DPS

DPS ref: 11/1542/01

22 December 2011

Mr Clive Hawkins
Assistant Secretary
Portfolio Coordination and Communications Branch
Department of Finance and Deregulation
John Gorton Building
Parkes ACT 2600

Dear Mr Hawkins

Memorandum of Understanding (MOU) for the provision and support of ICT to the Caucus Communications Team (CCT) staff

1 Agreement

- 1.1 The Department of Parliamentary Services (**DPS**) agrees to provide the hardware described in clause 2 (**Equipment**) and the services described in clause 3 (**Services**) to the Department of Finance and Deregulation (**Finance**) for the period commencing on 22 December 2011 (**Commencement Date**) for a term of four years (**the Term**) expiring on 22 December 2015 on the terms and conditions set out in this MOU.

2 Equipment

- 2.1 DPS will provide the following Equipment for the use of Finance for the CCT's operational requirements, together with such additional Equipment as is agreed by Finance and DPS from time to time:
- (a) Current model desktop personal computer (**PC**) loaded with the DPS standard operating environment (**DPS SOE**). A 'desktop PC' includes a DPS standard PC, keyboard, mouse and monitor;
 - (b) Current model notebook PCs loaded with the DPS SOE. A 'notebook PC' includes a DPS standard notebook, docking station, keyboard, mouse, monitor, carry case, 2 x power adaptors and Kensington security lock;
 - (c) Current model laser printer with duplexer and 500 sheet tray;
 - (d) Current model laser printers with duplexer, 500 sheet tray and 2000 sheet bin, or an equivalent model, as agreed by Finance;
 - (e) Remote access (RSA) tokens;
 - (f) Optus air (mobile broadband modem) cards;
 - (g) Current model smart label printers.

2.2 All Equipment must be approved by the Director, Parliamentary Liaison Section (**PLS**), Finance, prior to being provided by DPS. The Director PLS will advise DPS of the number of CCT staff (which may vary from time to time) and of any increased or decreased requirement for Equipment and Services. The numbers of CCT staff and pre-MOU equipment allocations, and Equipment to be provided to the CCT as at the Commencement Date, are set out in **Attachment 1**.

2.3 DPS retains ownership of the Equipment.

3 Services

3.1 DPS will provide the following Services to Finance:

- (a) DPS SOE and hardware support for the Equipment. This includes service desk, onsite support and distribution of software patches and security updates;
- (b) Support for BlackBerry devices provided to the CCT by Finance (in accordance with process set out in **Attachment 2**) including:
 - (i) telephony support including SMS;
 - (ii) assistance and basic support for international roaming (not Telstra account related). DPS can confirm with PLS that international roaming is enabled on the client's account;
 - (iii) Outlook functionality for email, contacts, calendar;
 - (iv) camera but no other features unless these options are approved by Finance;
 - (v) authentication and password management;
 - (vi) enabling Bluetooth on the device (does not include the establishment of a connection and communication with other Bluetooth devices such as car kits and headset devices, - this is to be referred to PLS;
 - (vii) software patch implementation and support;¹
 - (viii) activation, reactivation (Parliament House and remote); and
 - (ix) remote wipe of lost or stolen devices.

3.2 DPS will **not** provide the following support for BlackBerry devices provided to the CCT by Finance; if required this support will be provided or arranged by Finance:

- (a) voicemail support;

¹ Software patches will be assessed and if required by DSD, or necessary to meet the needs of this MOU will be tested before implementation. The timeframe for implementation will be based on the priority of the patch.

- (b) support for user data other than for Outlook functionality²;
 - (c) third party and non-standard products not covered by this MOU(hardware/software);
 - (d) hands-free car kits integration and functionality; and
 - (e) repair or replacement. The BlackBerrys used by the CCT staff are owned by Finance and Finance will be responsible for repair or replacement of the device if damaged, destroyed, lost or stolen.
- 3.3 The Services include support of the DPS SOE. If Finance requires applications outside the DPS SOE, these will be installed by DPS at Finance's expense and support for such applications will be provided by DPS at Finance's expense.

4 Fees

- 4.1 Finance will pay the prices for the Equipment as listed in **Attachment 3**. The GST exclusive cost per device will vary for new devices supplied to account for variances in purchase price of hardware through the duration of the MOU. The purchase price applicable to the item supplied will be used.
- 4.2. If the number of staff employed by the CCT changes the Director PLS may advise DPS of a consequential increased or decreased requirement for Equipment and Services. The parties agree to vary this MOU, at Finance's expense, to reflect the changed requirements, on the basis that any:
- (a) additional Equipment, approved by Finance, will be provided at the rates set out in **Attachment 3**;
 - (b) excess Equipment will be returned to DPS; and
 - (c) the Fee will be adjusted accordingly.
- 4.3 Subject to the provisions of this MOU, Finance will pay DPS for the Services it performs (**Fee**). The GST exclusive Fee payable to DPS for the Services is to be calculated based on the numbers of each item of Equipment provided by DPS and of BlackBerrys provided by Finance to the CCT, at rates set out in **Attachment 3** and payable quarterly in arrears. The Fee is subject to annual adjustments for CPI in accordance with clause 4.5.
- 4.4 DPS will invoice Finance quarterly in arrears from the Commencement Date. The due date for payment of invoices by Finance is 30 days after receipt by Finance of a correctly rendered invoice. Approval and payment of the amount of an invoice is not evidence of the value of the obligations performed by DPS, an admission of liability or evidence that the obligations under this MOU have been completed satisfactorily, but is payment on account only. Any part of the Fee that has been paid in advance by Finance but deemed not payable under this MOU will be reimbursed or credited to Finance on a pro-rata basis.

² This is limited to calendar, e-mails and contacts.

- 4.5 After consultation with Finance, DPS may vary the Fee on and from each 12 month anniversary of the Commencement Date (each such anniversary a 'Review Date'), in accordance with the following formula:

$$NF = A \times \text{CPI Variation}$$

Where:

NF means the Fees payable immediately following the relevant Review Date;

A means the Fees payable immediately prior to the relevant Review Date;

CPI Variation is calculated by B/C where:

B means the Consumer Price Index number for Canberra (All Groups) published by the Australian Bureau of Statistics in respect of the quarter immediately prior to the relevant Review Date;

C means the Consumer Price Index number for Canberra (All Groups) published by the Australian Bureau of Statistics in respect of the quarter one calendar year prior to the quarter in B.

For example $NF = \text{annual amount}$

$$NF = \$4406.07 \times (173.4/169.9)$$

$$NF = \$4,496.83.$$

5 Damage, Destruction etc

- 5.1 If any or all of the Equipment supplied by DPS is lost, stolen, damaged, destroyed (Event) or is not functional from any cause which is **not** attributable to the act or omission of Finance, the Fee (or a fair and just proportion of the Fee according to the nature and extent of the effect upon the Services) will be suspended and cease to be payable in respect of the period from the date the Event occurs or the non-functionality commences until the relevant Equipment is replaced, repaired or otherwise returned to full functionality. If any or all of the Equipment is lost, stolen, damaged or destroyed or is not functional from any cause which is attributable to the act or omission of Finance, the Fee will abate and the cost of replacing or restoring the functionality of the relevant Equipment will be invoiced to Finance, provided that:

- (a) this applies only to the extent the replacement or replacement value or cost of restoration of functionality of the Equipment cannot be recovered under insurance; and
- (b) for 'the cost of replacing' DPS will invoice Finance for the residual book value of the relevant Equipment. If required, new Equipment will be provided to replace any such Equipment and the abated Fee will recommence.

6 Termination of MOU

- 6.1 Where either party contravenes this MOU and that contravention cannot be corrected, the other party may give 30 days written notice and terminate this MOU.
- 6.2 Where either party contravenes this MOU and that contravention can be corrected, the other party may, by written notice, request a correction within a reasonable period of time of receipt of the notice and, if not resolved by that time, may terminate this MOU immediately by giving a second notice.

Date

23/12/11

Signature

Date

4/1/12

Signature

Ralph Wese
A/g Assistant Secretary
Infrastructure Services Branch
Department of Parliamentary Services

Clive Hawkins
Assistant Secretary
Portfolio Coordination and
Communications Branch
Department of Finance and Deregulation



Parliament of Australia
Department of Parliamentary Services

Attachment 1 – Equipment approved for CCT staff

- 1 Number of CCT staff at the Commencement Date: #
- 2 The CCT will be provided the Equipment specified in the following table. This table will be updated to reflect requirements as required, subject to agreement between DPS' Director IT Services and Finance's Director PLS in accordance with the MOU.

Item	Leased (Pre DPS MOU)	Equipment provided by DPS at the Commencement Date	Comments
Standard Desktop PC	1		
Standard monitor	5		No charge unless replaced by new DPS provided monitor
Standard notebook	5		
Docking Station	3		
Laser Printer optional feed bin	2		
Laser Printer	1		
Smart Label Printer,	2		
Wireless Broadband Modem.	5		No charge unless replaced by new network capable SLP Monthly telco costs to be charged
RSA Tokens	5		
Microsoft Visio			Need to verify number installed
Microsoft Project			Need to verify number installed
Adobe CS5	2		Need to verify number installed
Desktop Scanner			
BlackBerry Support	5		Finance owned and will attract support charge

Notes:

Ex EOIT leased equipment will attract support costs applying pre-MOU. These costs are detailed in the support charges spreadsheet mentioned in Attachment 3.

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Attachment 2 – BlackBerry procurement and issuing procedure.

1 The example shown is to be used for provision of a BlackBerry to a new starter in the CCT, but the same process would be assumed for a replacement item:

- (a) Finance confirm required BlackBerry style with DPS IT Services
- (b) Finance purchases BlackBerry.
- (c) PLS, Finance to provide details of the new staffer via email to DPS (cleos@aph.gov.au). These details are:
 - (i) name of new starter;
 - (ii) office contact number;
 - (iii) name of PLS contact;
 - (iv) IMEI number of BlackBerry;
 - (v) Pin # of BlackBerry;
 - (vi) Pin number of SIM;
 - (vii) phone number of BlackBerry; and
 - (viii) commencement date of new starter.
- (d) PLS, Finance to provide information to DLO, SMOS Office.
- (e) BlackBerry is provided to new starter.
- (f) New starter contacts DPS Helpdesk on X2020 in order for DPS to configure BlackBerry.