

	or omission of any Subcontractor), including, where relevant, due to forces of nature, war, riot, civil commotion, failure of a public utility, or industrial action (other than industrial action specifically directed at a party).
Getronics Bank Account	means the bank account of Getronics specified as the 'Getronics Bank Account' in the Contract Details or such other account as Getronics advises to ACCC with at least 20 Business Day's prior written notice from time to time.
Getronics Licensed Product	means a Licensed Product other than a Third Party Licensed Product.
Getronics Representative	means, in respect of Getronics, the person specified as the "Getronics Representative" in the Contract Details or as otherwise may be notified by Getronics to ACCC from time to time.
Government Agency	means: <ul style="list-style-type: none"> (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a Law.
Go Live Date	the date that the System commences live production.
GST	has the meaning given to it in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Harmful Code	includes any computer code or instruction that is intentionally designed, created, replicated or distributed to have the ability to damage, inhibit, interfere with or adversely affect computer programs or data or information and communications technology systems, or to compromise or adversely affect the security, integrity, confidentiality or privacy of such systems or programs or data or of any person, or that otherwise is or is intended to be disruptive, vexatious, harmful, malicious or destructive to any person or thing (other than any specific feature or function which ACCC has explicitly directed Getronics to include as part of any Item), without limitation including any computer 'worm', 'trojan horse', 'spyware', 'malware' or 'backdoor'.
Hosting	means hosting the live operation of all or any part of the System or other aspects of the Solution and all related Services.
ICT System	includes any electronic or other system, or any related process, equipment, tool, device, infrastructure, network, data, information, transmission, communication, Software or facility, whether 'stand alone' or connected with any other item.
Incoming Service Provider	means a person appointed by ACCC (including the ACCC itself) to provide any service of the same or similar kind to a Service that Getronics is or may be required to provide pursuant to this contract, following the expiry or termination of this contract, or the

Information Privacy Principles

cancellation, suspension or variation of a Service in whole or in part.
has the meaning given to it under the Privacy Act.

Insolvency Event

means, for a person or entity, as relevant, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act, and/ or any analogous person under any other relevant Law) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act (or any analogous provision under any other relevant Law) to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act or any analogous provision under any other relevant Law), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

Installation Completion Certificate

means, in respect of an Item to be installed by Getronics, a certificate in a form reasonably specified by ACCC, issued by Getronics to ACCC pursuant to clause 7.7.7(b)x.

Installation Date

means in respect of an Item to be installed by Getronics, the date specified (or any date within a date range specified) as the 'Installation Date' in respect to the Item in the relevant schedule to this contract or certified Project Plan (or in a relevant Work Order), or as otherwise agreed in writing between the parties.

Installation Site

means the site at which ACCC specifies an Item shall be installed or connected, whether or not the site is controlled or occupied by or forms part of ACCC or any other person.

Intellectual Property Rights

includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions, plant varieties, trade marks (including service marks), designs and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights, the personal rights of performers or rights in relation to Confidential Information.

International Accounting Standards

means at any point in time the then current accounting standards published or endorsed by the International Accounting Standards Board ('IASB' <http://www.iasb.org/>).

IPPs

means the Information Privacy Principles.

Item

means an individual Product or Deliverable and, unless the context excludes, includes a Service or Milestone or item of any kind (including, where relevant, any specific component of any of such thing or item) that is provided (or is proposed to be provided or, where relevant, can be required by ACCC to be provided) by Getronics pursuant to this contract.

Key Project Documents	means any document or Material created, maintained or controlled by Getronics relevant to this contract that is or may reasonably be expected to be subject to revision or successive versions, and to which ACCC will or may have access to under this contract, and without limitation includes the documents (if any) specified in clause 4.1.
Key Subcontractor	means, in respect of all or part of a Service or other obligation of Getronics pursuant to this deed, the Subcontractor/s specified as the relevant "Key Subcontractors" in the Contract Details or as otherwise may be agreed in writing by the parties, who is to perform the whole or specified part of that Service or other obligation.
Law	means any applicable law, without limitation, including common law, equity, judgment, legislation, orders, regulations, statutes, by-laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re-enactment of them).
Liability	includes any loss, damage, cost, expense, suffered or incurred in any way or liability of any kind (including any excess or deductibility under any policy of insurance).
Licensed Product	means a Product that is licensed rather than sold and is specifically indicated as such in the Price Schedule or other relevant schedule to this contract or Work Order.
Maintenance	means Remedial Maintenance and Support.
Maintenance Period	means, in respect of an Item, the relevant period (if any) specified in a schedule to this contract or relevant Work Order (or otherwise agreed in writing between the parties) during which Getronics will provide Maintenance in respect of that Item.
Manufacturer	includes where the context permits any relevant developer, manufacturer, assembler, "OEM", distributor, producer, primary or other provider, importer, or "value added" reseller of any kind including Getronics.
Material	includes any data, or anything that is the subject matter of any category of Intellectual Property Rights in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions.
Milestone	means an event specified as a "milestone" or key event or date (no matter how expressed) in a Project Plan, ACCC Project Timetable or any other document forming part of this contract.
Minimum Performance Requirement	means in respect of a Service or other obligation of Getronics pursuant to this contract, the minimum standard of performance specified (no matter how named or referred to) in a relevant schedule to this contract or Work Order or otherwise agreed in writing between the parties.
Moral Rights	includes the following rights of an author of copyright material: (a) the right of attribution of authorship;

	contrary by ACCC in writing, each product includes all components or items normally provided by the Manufacturer as part of the product including documentation and Software.
Project Cost Report	means a detailed report to be provided by Getronics on a weekly basis showing the details of all work and costs: <ul style="list-style-type: none"> (a) performed and invoiced to ACCC; (b) performed by awaiting invoice (i.e work in progress); and (c) expected to be required to complete the development and implementation of the System and the Solution in accordance with the Key Project Documents and the provisions of this contract.
Project Plan	means a detailed written Getronics plan related to a requirement under this contract, which without limitation includes: <ul style="list-style-type: none"> (a) the relevant plans prepared by Getronics for the supply, delivery, installation, commissioning and decommissioning of relevant Items and the Solution as a whole; (b) the relevant plans prepared by Getronics for the transition to, implementation, performance and disengagement of a Service or series of related Services; and (d) any project plan related to a Cure Plan <p>which Getronics must ensure sets out the relevant tasks, resources, timetable (with accompanying Milestones and other checkpoints), dependencies, contingencies, 'critical path' and other details reasonably expected to form part of a professional project plan and complies with any other relevant requirements of this contract.</p>
Proposal	means a proposal provided (or to be provided) by Getronics to ACCC pursuant to clause 12.1.2.
Protective Security Manual	means the Australian Government "Protective Security Manual 2007" and ACSI 33 (including any documents, material or information referenced by those publications) or any subsequent replacement publications and includes any published amendment to such publications, documents, material or information.
PSM	means the Protective Security Manual as defined above.
Rectification Completion Certificate	means, in respect of any Service Incident, Security Incident, Fault or other relevant matter, a written certificate (in a form reasonably specified by ACCC) issued by Getronics to ACCC to confirm that all rectification work has been completed in respect of that matter.
Regulatory Agency	means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, ombudsman or authority and includes a Minister of the Crown (in any right).
Related Body Corporate	means a related body corporate within the meaning given to that term in Section 9 of the Corporations Act.
Related Party	means:

- (a) a related party within the meaning given to that term in Section 9 of the Corporations Act; and
- (e) any entity or person with whom any dealing, association, or relationship with in the relevant context might involve a Conflict of Interest.

Remedial Maintenance means unscheduled maintenance necessary to rectify any Fault and restore any Item so that it conforms to its Specifications, is safe to use and is in good working order.

Representative means, as the context requires:

- (a) in the case of Getronics, Getronics Representative; or
- (f) in the case of ACCC, ACCC Contract Authority or ACCC Project Manager.

Request for Proposal and Quotation means a written request made by ACCC to Getronics pursuant to clause 12.1.1.

Response Time means, in respect of Maintenance, the time specified as the 'Response Time' in respect of type of Supported Item and/or a category or severity of a Fault as specified in the Service Level Agreement, a schedule to this contract or a relevant Work Order, within which Getronics must respond to ACCC in respect of a Fault.

Scheduled Price means, in respect of an Item, the price listed in respect of that Item in the Price Schedule.

Security Classified Information means Official Information that, if compromised, could have adverse consequences for the Australian Government.

Security Incident means any actual or suspected breach of security (whether relating to information, logistical, physical or system security or otherwise), or any contact, request or approach from any person seeking unauthorised access to Security Classified Information or Official Resources, or circumstance that highlights any actual or potential security vulnerability or which identifies a potential threat to security.

Security Interest means an Encumbrance that secures the payment of money or the performance of an obligation, or any other interest or arrangement of any kind that gives a creditor priority over other creditors in relation to any property.

Service means a service provided or to be provided by Getronics under this contract and includes any Material, goods or other item to be provided or delivered as part of or incidental to that service.

Service Incident means any incident, fact or circumstance that does or reasonably might cause a disruption to a Service or affect the quality or timeliness of a Service as normally provided pursuant to this contract or which might involve a breach of Getronics' obligations under this contract.

Service Level means the agreed standard/s of performance in respect to a Service, without limitation including any Performance Objective or Minimum Performance Requirement.

Service Level Agreement or SLA Software

means the document stating the details of Service Levels and related matters and attached to the Statement of Work.

means any computer program (including Source Code, object code, micro code, firmware, any software tools, software objects or object libraries embedded in that software or otherwise forming part of it) and all Materials relating to that software and/or its design, development, modification, operation, support or maintenance of it and includes any new version or modifications or upgrade to such software.

Solution

means the System and all other aspects of the comprehensive solution to be provided by Getronics to meet ACCC's requirements as stated in this contract and, to the extent not inconsistent (and in order of priority) the Key Project Documents and Getronics' proposal of 20 May 2008.

Solution Design

means Getronics' detailed and comprehensive written design for the System and the Solution as a whole, and all components of them.

Solution Requirements

means the ACCC's technical and functional requirements for the Solution set out in the Statement of Work.

Source Code

means the fully commented and documented source code to any computer software (including any relevant, script, macro, module, function, procedure or object) and includes all Materials relating to that software and/or its design, development, configuration, modification, operation, support or maintenance (which except as otherwise specifically agreed in writing by ACCC must be in English) and unless specifically agreed to the contrary in writing by ACCC includes any software tools, software objects or object libraries embedded in that software or otherwise forming part of it.

Specification

includes in respect of any Item, or any relevant component of any of them, as the context requires:

- (a) any relevant functional, operational, performance or other requirement or specification (whether mandatory or optional) specified in:
 - (i) any schedule to this contract;
 - (ii) the relevant Work Order; and
- (b) the Manufacturer of the Item's published specifications for the Item together with its features, functions, method of operation, characteristics and other information as described in any manual published by the Manufacturer in respect of the Item, as at the date of this contract (and, to the extent that they provide for a higher or additional standard, in any subsequent specification or manual published by the Manufacturer at the date of supply of the Item or during any period in which Getronics is required to supply, maintain or repair or reinstate the Item in accordance with this contract); and
- (c) any Applicable Standard; and
- (d) any relevant functional, operational, performance or other requirement or specification (whether mandatory or optional)

detailed in Getronics proposal of 20 May 2008; and

- (e) any functional, operational, performance or other requirement or specification relating to such Item specifically included in this contract; and,
- (f) to the extent to any inconsistency between any of the above, the date order of the documents will prevail.

Specified Personnel	means Getronics' Representatives and any other Getronics Personnel who are specifically identified to perform a particular role or function, or specified as "Specified Personnel" in a relevant schedule to this contract or relevant Work Order.
Stakeholder	means the Commonwealth, State and Territory Governments, consumers, owners, franchisees and operators of supermarket chains and their personnel and any other person, body or group relevant to the success of Grocery Price Monitoring Website.
Standard Document Schedule	means the schedule to this contract headed "Standard Document Schedule".
Statement of Work	means the schedule to this contract headed "Statement of Work".
Subcontract	includes any direct or indirect contract or other arrangement between Getronics and a Subcontractor relevant to this contract.
Subcontractor	includes, in respect of Getronics, the ultimate and each intermediate provider of any service that forms part of a Service (other than Getronics itself) or that performs any obligation for or on behalf of Getronics.
Support	except as specifically agreed in writing to the contrary by ACCC, includes the provision of such instructions, documentation, support, advice and assistance as may be reasonably required by ACCC in respect of the installation, configuration, testing, tuning, roll-out, features, functions, performance, operation, interfacing and integration with other items (whether supplied by Getronics or not) and problem diagnosis in respect of a Supported Item.
Supported Item	means any Item for which Getronics is required to provide Maintenance in accordance with clause 6 or otherwise in respect of this contract.
System	means the comprehensive ICT system to be provided by Getronics to implement the Solution and otherwise comply with its obligations under this contract.
Target Cost	means the amounts for the provision of the System and the Solution and each component of it as set out in the Price Schedule.
Tax	means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by a Government Agency, together with any related interest, penalty, fine or other charge.
Tax Invoice	means a 'tax invoice' as defined in the GST Act.
Taxable Supply	means a 'taxable supply' as defined in the GST Act.
Termination Date	in respect of the termination of the whole or any part of this contract,

	the date from which that termination is (or will be) effective.
Third Party Item	means an Item manufactured by a Manufacturer which is a third party and not Getronics or a Related Party of Getronics.
Third Party Licensed Product	means a Licensed Product the licensor of which is a third party and not Getronics or a Related Party of Getronics.
Total Contract Value	means, at any relevant point in time, the aggregate of all amounts in respect of this contract that: <ul style="list-style-type: none"> (b) have been paid by ACCC to Getronics; (c) are due to Getronics but currently unpaid; and (d) could reasonably be expected to be paid by ACCC to Getronics over the reasonably expected remainder of the term of this contract assuming that it is not prematurely terminated for default, convenience or any other reason.
Valid Reason	means, in respect of rejection of a Work Order by Getronics: <ul style="list-style-type: none"> (a) the Work Order is incomplete or otherwise does not comply with the requirements of this contract; (b) where the Work Order relates to acceptance of an offer made by Getronics that is compliant with the contract, the Work Order does not accord with the relevant offer and the variation is material and not acceptable to Getronics; or (c) any other reason accepted in writing by ACCC.
Virus	means a computer program 'virus' or computer code or instructions that 'infects' a host file without the knowledge of an innocent user and which can spread or replicate itself (whether in the same or mutated form) by infecting other files on the computer system on which the host file is resident or other computer systems to which the host file may be transferred.
Warranty Period	means, in respect of an Item, the period from the Delivery Date until 60 days after the Go Live Date (or any longer period offered by Getronics or the relevant Manufacturer), or such other period specified in the Work Order, or such period as may be otherwise agreed in writing between the parties in respect of the Item, during which Getronics will provide Maintenance in respect of that Item as part of its purchase price, licence or Service Fee or other relevant Fee or Charge (as the case may be).
Work Order	means a formal ACCC order for the provision of Items pursuant to this contract.

1.2 Interpretation

1.2.1 In this contract, unless the contrary intention appears:

- (a) a reference to the singular includes plural and vice versa;
- (b) words importing a gender include any other gender;

- (c) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party is to a party to this contract;
- (f) a reference to a party to a document (including this contract) includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) if Getronics is a trustee, Getronics enters this contract personally and in its capacity as trustee and represents and warrants that it has the power to perform its obligations under this contract;
- (h) reference to any statute or other legislation (whether primary or subordinate), or a provision of any statute or other legislation, is to a statute, legislation or provision of the Commonwealth of Australia, and as modified, amended or replaced from time to time;
- (i) 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;
- (j) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (k) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (l) the headings are for convenience only and are not to be used in the interpretation of this contract;
- (m) all references to A\$, \$A, dollar or \$ is to Australian currency;
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (o) any schedule or attachment to this document (no matter how named) forms part of this contract;
- (p) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (q) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (r) a reference to a named member of ACCC's Personnel includes anyone acting in the ACCC post held by that person, or who is otherwise authorised or empowered to perform any function or to exercise any power or discretion of the post held by that person;
- (s) a reference to a specific ACCC post includes anyone acting in that post or who is otherwise authorised or empowered to perform any function or to exercise any power or discretion related to that post;
- (t) a reference to providing something to ACCC means, if indicated by ACCC, providing it to the holder of a ACCC post and / or at a specific address or location reasonably nominated by ACCC and advised to Getronics;
- (u) where any act, function, right or power of ACCC is specified to be exercised or performed by a named post or member of ACCC's Personnel, that act, function right

or power can be exercised or performed by any superior officer of that person or post within ACCC; and

- (v) a reference to writing means any representation of words, figures or symbols, whether or not in a visible form, that is capable of being rendered in a visible form.

1.3 Priority

1.3.1 To the extent of any inconsistency, provisions or details in documents forming part of this contract, will prevail in the following order of priority:

- (a) the body of this document excluding any schedule or attachment (no matter how named);
- (b) any schedule or attachment (no matter how named).

1.4 Guidance on construction of this contract

1.4.1 This contract records the entire agreement between the parties in relation to its subject matter.

1.4.2 No variation of this contract is binding unless it is agreed in writing and signed by the parties.

1.4.3 As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.

1.4.4 If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.

1.4.5 This contract is to be construed in accordance with the laws of the Australian Capital Territory.

1.4.6 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

1.5 Consideration

1.5.1 Each party acknowledges that it has received valuable consideration for entering into this contract.

2 COMMENCEMENT AND TERM

2.1.1 This contract commences on the date of its execution and (unless otherwise lawfully terminated) shall continue in full force and effect until 12 months after the Go Live Date (the *Standard Term*) and, at ACCC's discretion such further periods as may be specified in accordance with clause 2.1.2.

2.1.2 ACCC may in its sole discretion extend the term of this contract beyond the Standard Term for a further period or periods, up to a maximum of 2 years, on the terms and conditions of this contract then in effect, by giving at least three month's prior written notice to Getronics prior to end of the then current term of this contract.

3 SCOPE

3.1 Contract scope

3.1.1 Getronics must:

- (a) develop, design, build, test and install the Solution in accordance with the Statement of Work, Service Level Agreement and Key Project Documents and this contract on a time and materials basis;
- (b) Host the Solution in accordance with any Work Order issued pursuant to clause 4.4;
- (c) provide, if required by ACCC, Support, Maintenance, training, and Services in respect to the Solution; and
- (d) otherwise fully comply with all of its obligations under this contract.

3.2 Commitment to ACCC Objectives

3.2.1 Without prejudice to any other obligation of Getronics under this contract or at Law, Getronics must use all reasonable endeavours to ensure that the following fundamental ACCC objectives are achieved:

- (a) that the System and the Solution, as architected, designed, developed, implemented, enhanced and maintained:
 - i. are highly useable, productive and efficient for all Stakeholders;
 - ii. provide a high level of performance;
 - iii. are user friendly and intuitive;
 - iv. are able to be readily, easily and productively operated by all users with minimal experience, training and need for help, support or assistance;
 - v. are designed for and will fully, effectively and efficiently operate in ACCC's stated technical environment;
 - vi. are designed in accordance with established and proven standards and methodologies;
 - vii. are well documented;
 - viii. are able to be readily, easily and cost effectively deployed and supported;
 - ix. are readily and easily manageable by included tools and features;
 - x. are able to be readily and cost effectively maintained and further developed by Australian Government Personnel or any other relevant person with reasonable skill levels in the appropriate technology without the need for additional information or assistance from Getronics or any third party;
 - xi. are resilient and robust;
 - xii. are able to gracefully deal with errors or disruption to the technical environment in which they operate;
 - xiii. are stable and highly reliable;
 - xiv. are readily and cost effectively scalable;
 - xv. adhere to and fully comply with the security, privacy protection, accessibility and other policy and legal requirements of the Australian Government;

- xvi. are highly secure and ensure that potential, intrusion, compromise and misuse can be quickly detected, investigated and appropriate action taken; and
- xvii. are highly auditable and contain secure logs and other record keeping functionality to ensure proper evidence is available to monitor all operation and use, and to conduct investigations and resulting action;
- (b) Getronics has and will continue to have the skills, qualifications and experience to provide all Items, perform all Services and discharge all its obligations under this contract in an efficient, effective and controlled manner with a high degree of quality and responsiveness; and
- (c) all potential risks are properly identified and managed.

4 DEVELOPMENT AND IMPLEMENTATION OF SYSTEM

4.1 Key Project Documents

- 4.1.1 Key Project Documents include (without limitation):
 - (a) the Solution Design;
 - (b) the Development and Implementation Project Plan; and
 - (c) if requested by the ACCC, the Disengagement Plan.
- 4.1.2 The initial versions of the Solution Design and the Development and Implementation Project Plan will be based on and consistent with the Draft Key Project Documents attached to this contract and will be prepared and agreed via workshop to be conducted between Getronics and ACCC immediately following the commencement of this contract.
- 4.1.3 Getronics is responsible for:
 - (a) formalising the outcome of the workshop into the initial Solution Design and the Development and Implementation Project Plan;
 - (b) provision of Key Project Documents (unless otherwise specifically agreed in writing by ACCC to be based on and consistent with the relevant Draft Key Project Documents) by the relevant date specified in the Development and Implementation Project Plan (or if not so specified, as specified in the ACCC Project Timetable), or such other time as may be agreed between the parties;
 - (c) promptly updating all Key Project Documents to reflect decisions made by ACCC in relation to the System, the Solution or other matters relevant to the project; and
 - (d) ensuring revised Key Project Documents are promptly submitted to ACCC for certification.
- 4.1.4 Getronics must implement and observe systematic processes and procedures (*Version Control*) that will ensure that:
 - (a) all Key Project Documents have a unique name and document number;
 - (b) the current version of all Key Project Documents is known and available to all relevant Personnel of both Getronics and ACCC, and is easily ascertainable;
 - (c) that all copies of Key Project Documents prominently include a version number and complete version history, the document owner, the person making the change, the status of the change (for example "draft" or "approved"), the date of any ACCC certification and the details of the certifying officer and the date the change became effective;

- (d) a comprehensive archive is established and maintained and available to ACCC of all versions of Key Project Documents, clearly showing in respect of each Key Project Document all changes from each previous version, together with reasonable information concerning the reasons and context of the change; and
- (e) ACCC receives copies of all versions of Key Project Documents in an electronic format.

4.2 Purchase of Equipment, Software and other Items required for the System

- 4.2.1 Unless otherwise specified to the contrary in writing by the ACCC, the ACCC will source the Equipment, Software or other items necessary for the System or the Solution and provide these items to Getronics for the purposes of incorporating them into the System or the Solution.
- 4.2.2 If requested by the ACCC in writing, Getronics will facilitate the acquisition of Equipment, Software or other items for the System and Solution by the ACCC, by making all relevant arrangements relating to the acquisition as reasonably requested by the ACCC and in accordance with its instructions providing however that:
 - (a) supplier invoices must be directly in the name of the ACCC; and
 - (b) Getronics must promptly provide ACCC with the original supplier invoice together with a statement that Getronics has reviewed the invoiced charges and that the charges are valid, the items have been provided and checked and that the invoice should be paid by ACCC.

4.3 Development and Implementation of the System and Solution

- 4.3.1 Unless otherwise specified to the contrary in writing, Getronics must:
 - (a) perform the Services and develop and implement the System and Solution into full production in accordance with:
 - i. the Key Project Documents as certified by ACCC at the relevant point in time; and
 - ii. all relevant provisions of this contract;
 - (b) ensure the System and Solution:
 - i. conform to the Solution Design and all relevant Specifications; and
 - ii. complies with all relevant Key Project Documents and requirements of this contract.
- 4.3.2 Subject to clause 4.3.3 and unless otherwise agreed between the parties in writing, all Services performed by Getronics under this contract will be on a time and materials basis at the rates specified in the Price Schedule.
- 4.3.3 The parties will meet on a weekly basis to review Getronics' progress in developing and implementing the System and against the Target Cost. Getronics may request a variation to the Project Plan or Target Cost, but any such variation will be at the ACCC's absolute discretion and as notified to Getronics in writing. Getronics acknowledges and agrees that it must cease work and redeploy resources if the estimated time and materials for development and implementation of the System and the Solution exceeds the relevant Target Cost (as amended by ACCC in writing) without specific prior written approval of ACCC.
- 4.3.4 The parties acknowledge that the predicted performance of the System in the production environment has been based on recommendations of a number of vendors given the target production environment and excluding unexpected or unintended workloads and that the

final actual performance may vary. The parties will, prior to the Go Live Date, test the performance of the System in the production environment to determine actual transaction response time and performance limitations. If Getronics considers that changes can be made to the System as designed and built by Getronics so as to improve the System response time or overcome performance limitations in order for it to meet ACCC's expectations (as set out in item 2.4 c of Schedule 4 Statement of Work) Getronics will provide details of those changes to the ACCC and the ACCC may at its discretion issue a change request to approve implementation of the same.

- 4.3.5 ACCC shall not be liable for the cost of any materials or disbursements unless Getronics has obtained ACCC's written authorisation prior to the relevant cost being incurred.

4.4 Hosting of System

- 4.4.1 Getronics irrevocably offers to provide Hosting of the System in according with the options set out in the Pricing Schedule, subject to the hosting terms and conditions and service levels as specified in the Hosting Arrangement (Schedule 7) or otherwise agreed with the ACCC in writing.
- 4.4.2 Where ACCC wishes to accept such a Hosting option (or an alternate Hosting Proposal made pursuant to clause 12), ACCC will issue a Work Order to Getronics.
- 4.4.3 Getronics acknowledges that ACCC may decide not to proceed with any Getronics Hosting option and either host the System itself or outsource the hosting of the System to a third party, and in that event:
- (a) Getronics will fully cooperate with any such host as agent for ACCC; and
 - (b) that such outsourcing will not in any way limit, vary or alter Getronics' obligations pursuant to this contract.

5 ACCC RIGHT TO INDEPENDENTLY ENHANCE THE SOLUTION

5.1 General rights

- 5.1.1 Getronics acknowledges and agreed that it is an essential requirement and fundamental term of this contract that, subject to clause 5.2 and except to the extent specifically agreed to the contrary in writing by ACCC, Getronics must ensure that ACCC at all times has all necessary rights and information to enable it to, if and when it desires, maintain, integrate, adapt, further develop, and enhance the System, and all other aspects of the Solution for any purpose as it see fit and accordingly Getronics:
- (a) must provide all Source Code for the System concurrently with the delivery of the relevant object code or other relevant Software Deliverable;
 - (b) must ensure that all aspects of the development environment are fully documented and advised to ACCC and, to the extent that they are not third party or Getronics Products readily available in the market, provided all relevant development environment items to ACCC at no additional cost; and
 - (c) where ACCC is not the owner of relevant Intellectual Property Rights, Getronics hereby grants, and, as relevant, undertakes to ensure that all relevant third parties will grant, a permanent, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to the Commonwealth to hold, use, reproduce, maintain, adapt, further develop enhance the System and all other aspects of the Solution, and any part of them, to enable or support the Commonwealth in the performance or discharge of its powers, rights, functions, operations, activities or accountabilities.

- 5.1.2 The Source Code to be delivered under clause 5.1.1(a) must be the version used to compile or otherwise produce the object code for, or executable version of, the relevant Software.

5.2 Exceptions

- 5.2.1 Clause 5.1 does not oblige Getronics to provide Source Code, information or rights in respect to any COTS Software Product where:
- (a) they are not available from the relevant Manufacturer, providing however that Getronics must make all reasonable representations to the relevant Manufacturer on ACCC's behalf to try to persuade them to make it available, where ACCC requests Getronics to do so; or
 - (b) they are available, but ACCC declines to enter into such arrangements or pay such fees as the relevant Manufacturer requires.

6 SUPPORT, MAINTENANCE AND WARRANTY

6.1 Support and Maintenance

- 6.1.1 Getronics must provide full comprehensive Maintenance in accordance with this clause 6 for all elements of the System and the Solution:
- (a) during the Warranty Period at no cost to the ACCC to the extent the Maintenance relates to defects in workmanship or material or, in relation to Third Party Items, matters within the scope of the relevant Manufacturer's warranty or any relevant Maintenance agreement ACCC has with the Manufacturer or a third party service provider; and otherwise
 - (b) as required by the ACCC for a minimum period of two years from the Go Live Date, with such Maintenance being performed on a time and materials basis.

6.2 Support and Maintenance requests

- 6.2.1 Getronics must provide comprehensive facilities to enable ACCC to seek Support and Maintenance and report any Fault or possible Fault in any Supported Item which, without limitation, will include (unless expressly agreed to the contrary by ACCC in writing) a single number toll free telephone facility, together with fax, email, and Internet reporting facilities available on a 24 X 7 basis.

6.3 Remedial Maintenance

- 6.3.1 Getronics must respond within the relevant Response Time to any Fault or possible Fault in a Supported Item reported to (or otherwise detected by) Getronics, by ensuring that a fully qualified maintenance technician totally familiar with the relevant Supported Item and, where relevant, ACCC configuration and operational environment, examines the Supported Item and immediately performs any necessary Remedial Maintenance.
- 6.3.2 ACCC must reasonably assist Getronics in assessing any Fault or possible Fault and in the performance of Remedial Maintenance by relaying information to or carrying out instructions from Getronics (for example by telephone) but any such action (whether properly performed or not):
- (a) will be at Getronics' sole risk and without any liability on behalf of ACCC or its Personnel; and

- (b) will not in any way limit or diminish Getronics' obligations in respect of Maintenance or otherwise in respect of this contract.
- 6.3.3 Getronics acknowledges that any use of remote access to ACCC ICT System or installation of diagnostics tools that do not form part of a Supported Item as disclosed and delivered to ACCC, is completely at ACCC's discretion and that should ACCC consent to any such access or installation, that consent may be revoked at any time with or without notice.
- 6.3.4 Except as otherwise specifically agreed in writing to the contrary by ACCC, all Maintenance for Supported Items including the Software is on a full time and materials on-site parts and labour basis.

6.4 Issue Management

- 6.4.1 Getronics must comprehensively manage all Maintenance activities and ensure that ACCC is fully informed as to their status. Without limiting the foregoing, this shall include:
 - (a) properly logging all reported Faults, possible Faults and requests for Support and Maintenance;
 - (b) tracking and advising ACCC of the status of all Support and Maintenance requests and all activities, actions, decisions and responses, through to resolution; and
 - (c) automatically escalating the response in accordance with the severity of any Fault or possible Fault or issue and its impact on ACCC's operations and the elapsed time during which a Fault or a Support issue remains unresolved in accordance with Getronics' normal practice and ACCC's reasonable expectations.
- 6.4.2 Getronics shall maintain accurate records of all Support and Maintenance activities, which without limitation shall include full details of all:
 - (a) Faults or potential Faults reported or otherwise detected, including the exact time of report or detection;
 - (b) all Support requests, including the exact time of request;
 - (c) problem diagnosis, Remedial Maintenance and other action taken, including the exact time and nature of the action taken;
 - (d) escalation and other management action in relation to the Support or Maintenance activity;
 - (e) Getronics Personnel involved;
 - (f) any parts replaced, modified or added; and
 - (g) the exact time a Fault or possible Fault is fully resolved and closed.
- 6.4.3 Getronics shall ensure that all relevant documentation is updated to fully and properly reflect all Maintenance activities, which, without limitation shall include updating all relevant manuals, ACCC site documentation, ACCC Supported Item management or tracking systems and ACCC management information systems.
- 6.4.4 Where possible Getronics must minimise the impact of any Fault or potential Fault by replacing affected units or components with ones not so affected and / or otherwise providing work-arounds or temporary solutions while full Remedial Maintenance is in the process of being completed.
- 6.4.5 All Maintenance must be carried out in a manner that will, under the circumstances, cause the least disruption to the Installation Site and ACCC's operations as can reasonably be expected.
- 6.4.6 Getronics shall properly test any proposed patch or update (or other change no matter how designated) or Supported Item that is repaired or any replacement Supported Item prior to

proposing to implement it or certifying that any Fault or possible Fault is fixed or a Service Incident is closed.

- 6.4.7 Getronics must promptly issue a Rectification Completion Certificate to ACCC when it considers that Remedial Maintenance has been completed.
- 6.4.8 Where Getronics as part of Maintenance replaces any component that might contain ACCC Data, Getronics must immediately take all reasonable action to remove and return to ACCC or, where removable and return is not reasonably possible, totally and permanently erase all ACCC Data contained in it. Where ACCC Data on a replaced Item cannot be removed or erased Getronics must seek specific instructions from ACCC on how to deal with the Item. Getronics acknowledges and agrees that ACCC may require the secure destruction of the component and the ACCC will pay replacements costs (if any) required for that destroyed component, unless the component will be replaced under Manufacturer warranty without the need to return the defective component to the Manufacturer.
- 6.4.9 To the extent that Getronics underpins its Maintenance obligations under this contract by any Manufacturer or other third party maintenance agreement, then except as specifically agreed to the contrary in writing by ACCC, ACCC may require that the relevant contract be put in place directly between ACCC and the relevant Manufacturer or other third party maintenance provider and:
- (a) Getronics will manage each such maintenance contract and deal with the relevant Manufacturer as ACCC authorised contractor for the purposes of providing seamless Maintenance;
 - (b) the parties will mutually agree the amount to be deducted from the relevant Maintenance Fee (or if Maintenance is buddled as part of any other Fee, the relevant Fee) payable by ACCC to Getronics under this contract; and
 - (c) except to the extent of any failure by the relevant Manufacturer or other third party maintenance provider to perform, such arrangements will not in any way vary or limit in way Getronics' obligations to fully and effectively comply with the requirements of this clause 6 or other relevant provisions of this contract.
- 6.4.10 Getronics shall immediately advise ACCC if it detects or becomes aware of any condition or potential condition within the Supported Item or the relevant Installation Site that might constitute a hazard or affect ACCC or safety.

7 GENERAL OBLIGATIONS IN RESPECT OF SERVICES, WORK AND DELIVERABLES

7.1 Service requirements

- 7.1.1 Getronics must provide all Services in accordance with this contract (including as provided in each relevant Work Order).
- 7.1.2 Getronics must meet or exceed all Minimum Performance Requirements (if any) and use its best efforts to meet or exceed all Performance Objectives (if any) in respect of each Service.
- 7.1.3 Except to the extent specifically agreed to the contrary by ACCC in writing, Getronics must perform all Services and provide all Items in accordance with the Statement of Work, Service Level Agreement and all relevant Key Project Documents.
- 7.1.4 Getronics must establish, maintain and utilise comprehensive and fully documented systems, processes and procedures in respect to the provision and management of all Services and performance of its obligations under this contract so as to ensure:
- (a) full details of each Service and its components are properly documented;

- (b) the quality, timeliness and other characteristics of the performance of all Services are accurately recorded and measured against all relevant Service Levels and Performance Measures and other relevant industry benchmarks or metrics;
- (c) occurrence of Faults is minimised, and where Faults occur despite the best efforts of Getronics that they are detected and corrected by Getronics as efficiently as possible and without the need for a Service request by a user;
- (d) that Getronics does not damage, lose or destroy, or adversely impact:
 - i. any ACCC Data; or
 - ii. any ACCC Facilities or any part of any ACCC Facilities;
- (e) Service provision, is continuously monitored and recorded and pro-actively managed and tracked against all relevant Service Levels, Project Plans, Key Contract Documents and Milestones and in ACCC's best interest;
- (f) continuous Service improvement is driven;
- (g) comprehensive, accurate and up to date records are kept and are continuously available to Getronics and ACCC which are suitable for purposes including service management, incident management, quality management, problem resolution, billing and invoicing, risk management, and Disengagement;
- (h) that the end to end integrity and performance of each Service is established and maintained, notwithstanding the involvement of or handover to third parties that may be involved with associated processes, tasks or services;
- (i) risks are properly identified, treated and managed; and
- (j) all matters relating to Getronics' performance of discharge of its obligations and accountabilities under or in relating to this contract can be established.

7.1.5 ACCC has the right to:

- (a) observe, monitor and / or measure the performance of any and all Services at any time, as it sees fit, including by electronic means; and
- (b) examine and test all work in progress at any time.

7.1.6 Getronics must ensure that all Services:

- (a) are effectively planned, managed and supervised so as to ensure they are performed as required by this contract;
- (b) are implemented, performed, supplied and disengaged in accordance with the requirements of this contract and in accordance with an adequate Project Plan; and
- (c) comply with all relevant Specifications.

7.1.7 Getronics must:

- (a) immediately notify ACCC if an act or omission of Getronics, an Approved Subcontractor or its or their Personnel causes a problem or delay that has a material impact on Getronics' ability to provide the Services; and
- (b) work with ACCC and the relevant Approved Subcontractor to prevent or circumvent the problem or delay.

7.1.8 Without limitation to any other provision of this contract, all Project Plans must be documented and maintained, and all relevant work and activities conducted and managed in accordance with an accepted project management methodology approved by ACCC in writing.

- 7.1.9 Where this contract or a relevant Work Order specifies a location for the performance of Services, the Services must be performed at the relevant location unless specifically agreed to the contrary in writing by ACCC.
- 7.1.10 Where any Service requires connection or installation of any kind, Getronics must promptly provide a written Installation Completion Certificate to ACCC certifying that the item has been installed, tested and commissioned as operational by Getronics when such work has been completed.

7.2 Change management

- 7.2.1 Getronics must implement and observe systematic processes, practices, procedures and record keeping in respect to the details and status of, and all proposed and actual changes to, the technical environment relevant to the System, the Solution and each Service (without limitation including configuration details, changes to all Software, firmware or microcode, engineering changes, changes to any setting and removal or addition of any physical or logical item other than one expressly agreed in writing by ACCC as not required to be tracked or monitored) to ensure that:

- (a) all proposed and implemented changes are fully documented;
- (b) all changes are implemented in a manner that will avoid, or if not possible to avoid, in a manner that will minimise, inconvenience, disruption or loss of productivity to ACCC and Stakeholders;
- (c) the timing and other relevant aspects of the implementation of any proposed change are agreed in writing by ACCC (providing however that Getronics may implement any emergency change where it is impractical to get prior written consent, providing that Getronics must make all reasonable attempts to obtain prior verbal consent where practical, and where not, obtain ACCC's verbal and written approval as soon as possible after the fact);
- (d) the implementation of any proposed change will be rescheduled as required by ACCC (Getronics acknowledging that ACCC requirements in respect to access to and use of its systems are a fundamental priority under this contract), subject to ACCC accepting responsibility to risks to its operations from any delay notified to it by Getronics;
- (e) all changes are properly managed and implemented and take place in an orderly and logical manner;
- (f) risks are properly identified, documented, assessed and minimised;
- (g) identification and correction of any potential Fault that may result from the change is facilitated; and
- (h) the direct and indirect cost to ACCC associated with any technical change is minimised.

- 7.2.2 Without limiting clause 7.2.1, Getronics must ensure that the processes, practices, procedures and records required by that clause:

- (a) establish appropriate contact points and facilitate a high degree of co-ordination and communication between Getronics and ACCC;
- (b) identify potential Faults or problems that might be directly or indirectly generated by the implementation of the change and take all reasonable action to prevent them and to the extent they cannot be foreseen and prevented, to ensure that the change can be immediately and successfully fully backed out of and / or other action taken to

ensure that the Fault or problem is removed or cured with no or minimal impact to ACCC;

- (c) without limiting the foregoing, ensure proper regression and certification testing is successfully performed prior to any proposed change being implemented and comprehensive records are kept of the tests and the results;
- (d) the timing of resources and priority of any proposed change is acceptable to ACCC;
- (e) ensure Getronics maintains clear ownership for each aspect of any change throughout the entire process, with regular and appropriate progress updates communicated back to those affected;
- (f) ensure that changes are quality assessed before implementation, including satisfactory completion of appropriate regression and certification testing and other relevant testing;
- (g) ensure high quality information and supporting material are readily available to ACCC Personnel to understand the technical environment, its current status, history, and the nature, purpose, benefits and risks associated with each proposed change; and
- (h) ensure Getronics maintains a register of all technical changes submitted, attempted or completed, along with explanatory information regarding each change and its status.

7.3 Standard of care

7.3.1 Getronics must perform the Services:

- (a) in accordance with suitable and appropriate methods and practices; and
- (b) in a timely, safe, prudent and reasonable manner and with the degree of professional skill, care, diligence which may reasonably be expected of a skilled, professional person suitably qualified and experienced in the performance of services similar to the Services.

7.3.2 Except as specifically agreed in writing to the contrary by ACCC, the Services include a requirement for Getronics to update all relevant documentation or other relevant records affected by the Services.

7.4 Virus protections and Harmful Code

7.4.1 Getronics must use its best efforts to ensure (but, as relevant, within the confines of the technical environment established by the ACCC) that no Virus or Harmful Code is included or introduced into any Item provided by Getronics pursuant to this contract or any ICT System used to provide or support any Service (or that may be otherwise affected by any Service).

7.4.2 Getronics must on request promptly provide ACCC with full details of all processes and procedures Getronics has in place to ensure a breach of clause 7.4.1 does not occur.

7.4.3 Getronics must immediately notify ACCC with full information and details if it knows or reasonably suspects that a breach of clause 7.4.1 may have occurred.

7.4.4 Without limitation to any other right or remedy of ACCC under this contract or at Law, if any Virus or Harmful Code is found (or is reasonably suspected) to have been introduced into any Item or ICT System in breach of clause 7.4.1, Getronics will (until such time as it is established that a breach of clause 7.4.1 has not occurred) take at no charge to ACCC all reasonable action requested by ACCC to contain and eliminate the Virus or Harmful Code

and ensure any actual or potential loss of or threat to ACCC's operations and efficiency is minimised.

7.4.5 Where work is performed by Getronics pursuant to clause 7.4.4 and it is subsequently established that the relevant Virus or Harmful Code was not introduced by Getronics, ACCC shall pay the reasonable cost for such work performed calculated on a time and materials basis.

7.4.6 Without limiting clause 7.4.1, unless ACCC specifically directs Getronics to do so in writing, Getronics must not insert or knowingly permit any third party to insert into any Item provided by Getronics pursuant to this contract or into any ICT System used to provide or support any Service (or that may be otherwise affected by the Service) any code that would have the effect or intended effect of shutting down, disabling or otherwise inhibiting all or any portion of any such Item or ICT System under any circumstances.

7.5 Service Management and Quality Assurance

7.5.1 Unless otherwise agreed in writing by ACCC, all Services must be documented, managed and provided in accordance with service management standards, processes and methodologies to effectively deliver managed services to meet ACCC's business and other requirements, as may be agreed by ACCC in writing.

7.5.2 Getronics must if reasonably required by ACCC establish and maintain a documented quality system in respect of any Services or other matter related to this contract in accordance with the standard agreed with ACCC.

7.6 Products and other Deliverables

7.6.1 Each Item must:

- (a) if a physical Item, be newly manufactured (unless specifically agreed in writing to the contrary);
- (b) be free from defects in workmanship and materials; and
- (c) conform with its Specifications.

7.7 Delivery and installation

7.7.1 Getronics shall test all relevant Items prior to delivery in accordance with its established procedures in order to ensure its suitability for delivery and installation.

7.7.2 All physical Items must be packed with a type, quantity and quality of packing material that is appropriate to reasonably ensure their safe delivery and storage without damage.

7.7.3 Getronics shall deliver each Item to the relevant Installation Site on the relevant Delivery Date.

7.7.4 Unless otherwise agreed by ACCC, Getronics shall confirm the details of any intended delivery or installation in writing with ACCC 10 Business Days prior to that delivery or installation occurring.

7.7.5 If ACCC requests delivery or installation to be postponed or to be made in advance of the relevant Delivery Date or Installation Date, or for the delivery method or Installation Site to be changed, Getronics shall use its best endeavours to comply with the request.

7.7.6 Getronics must confirm that the Item has been delivered by Getronics by promptly providing a Delivery Certificate to ACCC. A Delivery Certificate must also be provided by Getronics in respect of the completion of each Milestone under a relevant Project Plan.

7.7.7 Except where otherwise in agreed in writing by ACCC where Getronics is to install any Product, Deliverable or other Item:

- (a) Getronics shall install each Product, Deliverable or other Item, and, where relevant, install and / or connect each Service, at the relevant Installation Site on the relevant Installation Date; and
- (b) installation shall include (as is relevant):
 - i. unpacking each Item;
 - ii. physically inspecting each Item and all related components to ensure that they are complete and free from physical damage;
 - iii. bar-coding each Item, recording serial numbers or otherwise taking such action as ACCC may reasonably require and advise to ensure that each Item's details (including configuration details) can be tracked and managed by ACCC's record keeping systems;
 - iv. connecting, configuring and installing all relevant Items and their components;
 - v. running relevant diagnostics and commissioning tests to ensure that each Item is properly operating and configured in accordance with its respective Specifications and ACCC's requirements in accordance with this contract;
 - vi. except as specifically agreed in writing to the contrary, Getronics performing any acceptance tests on ACCC's behalf as ACCC may reasonably request;
 - vii. removing of all packing materials promptly from the Installation Site (except for any packing materials that ACCC advises it wishes to retain);
 - viii. ensuring each Item, and any part of the relevant Installation Site to the extent affected by installation activities, is safe to use and free of hazards (and that any concern that Getronics might have about the potential occupational health and safety of the Installation Site in general are promptly reported to ACCC or the relevant owner and occupier);
 - ix. updating (or, at ACCC's option, providing information and materials necessary to update) relevant site or other documentation; and
 - x. providing a written Installation Completion Certificate to ACCC certifying that each Item has been installed, connected, tested and commissioned as operational by Getronics.

7.8 Transfer of title and risk

7.8.1 Where an Item is provided, or required to be provided, by Getronics under this contract:

- (a) Getronics transfers title in each Item (other than Services and Licensed Products) to ACCC on the Delivery Date; and
- (b) subject to clause 7.8.2, ACCC accepts risk of loss or damage to each such Item from the Delivery Date.

7.8.2 Clause 7.8.1(b) does not relieve Getronics or any other person of liability (and ACCC does not accept risk) for any act or omission or breach of any duty by Getronics or such person including, without limitation in respect to:

- (a) loss or damage arising in or prior to delivery; and
- (b) any loss or damage caused by Getronics arising by its performance of installation or other obligations under this contract or arising at any time Items are in Getronics' possession or control.

7.8.3. Where Getronics removes any Item from the custody or control of the Australian Government for any reason (including for development and testing of the Solution), Getronics:

- (a) accepts the risk of loss or damage to each Item; and
- (b) each Item remains at all relevant times the property of ACCC.

7.9 Documentation

7.9.1 Except as otherwise specifically agreed in writing by ACCC, all Items must be provided with comprehensive documentation to enable ACCC to make full and effective use of the Item, including, where relevant, in respect of their installation, configuration, use, operation, optimisation, support and maintenance.

7.9.2 Where generally available, Getronics shall supply the documentation referred to in clauses 7.9.1 to ACCC in such electronic format and on such type of media as ACCC may reasonably require.

7.9.3 Getronics licences ACCC to use and reproduce the whole or any part of the documentation referred to in clause 7.9.1 (other than third party documentation that Getronics advises cannot reasonably be so licensed) for reference, support, training and any purpose in support of the Australian Government's business and operations.

7.9.4 Except as otherwise specifically agreed in writing by ACCC all documentation must be in English.

7.10 Training

7.10.1 Getronics must provide the training (if any):

- (a) specified in any relevant schedule to this contract or relevant Work Order as a specific Service; and
- (b) which is otherwise specified to be included as part of any relevant Item.

7.10.2 Getronics shall keep ACCC informed of all relevant educational or training courses conducted by Getronics or its affiliates relating to any Items provided pursuant to this contract and associated matters or issues.

7.10.3 Except as specifically agreed to the contrary in writing by ACCC all training provided or arranged by Getronics in accordance with this contract shall include the provision to ACCC of a copy of all training materials relevant to the training provided (which for 'train the trainer' training will include, without limitation and except as may otherwise be agreed, trainer manuals, lesson plans, course outlines, training aids and trainee manuals) together with a licence for ACCC to reproduce and use such material to conduct its own training or otherwise use it in support of the Australian Government's business and operations.

7.11 Innovation and continuous improvement

7.11.1 Getronics acknowledges it must use all reasonable endeavours to:

- (a) seek to reduce the cost of Services to ACCC by improving efficiency and all other reasonable means,
- (b) seek to improve its performance in all relevant areas without increasing cost;
- (c) seek to improve processes and procedures relating to or affected by this contract;
- (d) research and implement suitable processes of continuous improvement in all aspects of the Services;

- (e) take the initiative to be pro-active in improving and refining the process for delivery and performance of the Services;
- (f) propose innovations and continuous process improvement to ACCC even where those innovation or improvement may not be able to be implemented during the remaining term of this contract, and
- (g) otherwise genuinely seek to enhance the benefits of this arrangement to ACCC.

7.12 Innovation proposals

- 7.12.1 Either party may at any time submit a written innovation or continuous improvement proposal to the other party concerning a possible variation to Services or other matters relating to this contract that it believes will reduce costs, improve quality or efficiency or provide other tangible benefits to both or either ACCC and Getronics.
- 7.12.2 Where Getronics submits an innovation or continuous improvement proposal to ACCC, it shall be accompanied by an 'Innovation Benefits Statement'.
- 7.12.3 Where ACCC submits an innovation or continuous improvement proposal to Getronics, Getronics shall, as soon as possible, submit a Innovation Benefits Statement in respect of that proposal.
- 7.12.4 An Innovation Benefits Statement must set out in detailed written form the expected effect the implementation of the innovation or continuous improvement proposal will have on the actual costs of Getronics in providing the Services or otherwise related to this contract (including but not limited to staffing or labour costs, materials charges, holding costs, overheads or other fixed costs, cost of funds, utility costs, maintenance) and quantifiable benefits which might be achieved. The Innovation Benefits Statement shall also identify potential risks and how they might be managed and addressed.
- 7.12.5 Getronics agrees to reasonably implement any innovation or continuous improvement proposal that is likely to produce material benefits to either party and to negotiate in good faith to equally share (or in such other proportion as shall be agreed) those benefits by either or both of an appropriate variation to the Fees and Charges and other means.
- 7.12.6 Implementation and consideration of any innovation or continuous improvement proposal by ACCC is completely at its discretion.

8 OTHER RESPONSIBILITIES AND OBLIGATIONS OF GETRONICS

8.1 General obligations of Getronics

- 8.1.1 Getronics must:
 - (a) comply with any reasonable and lawful instruction or direction of ACCC or its Personnel relating to the on-site performance of Services or other matters relating to this contract;
 - (b) be familiar and comply with (and reasonably ensure that all relevant members of its Personnel are familiar and will comply with) all relevant Australian Government and ACCC policies, procedures, rules, regulations, standards of conduct, notified to it in writing from time to time, (at no additional cost to ACCC except as specifically provided in this contract or otherwise agreed in writing between the parties), without limitation including those that relate to occupational health and safety, security, privacy, discrimination, the environment, business ethics, business practice and methodology, contact with ACCC Personnel or clients, use of and access to Australian Government and ACCC ICT Systems, Facilities, Material, premises and

assets (including public money as defined in the *Financial Management and Accountability Act 1997*) and, without limiting the foregoing, reasonably ensure that all relevant members of its Personnel at all relevant times observe and comply with:

- i. the APS Code of Conduct set out in section 13 of the *Public Service Act 1999* (Cth);
- ii. section 16 of the *Public Service Act 1999* (Cth) in relation to protection of whistleblowers

as if they were Australian Government employees;

- (c) reasonably protect ACCC's equipment, Material and other property from loss or damage, interception, compromise or breach of security while in Getronics' possession or control;
- (d) except to the extent specifically provided to the contrary in this contract, provide all resources to fully and effectively discharge all its obligations under this contract including adequate skilled Personnel, Facilities, working capital and administrative support, and allocate those resources as is reasonably necessary to fully and effectively discharge all its obligations under this contract;
- (e) comply with all relevant Laws, without limitation including:
 - i. the *Crimes Act 1914* (Cth);
 - ii. the *Racial Discrimination Act 1975* (Cth);
 - iii. the *Sex Discrimination Act 1984* (Cth);
 - iv. the *Disability Discrimination Act 1992* (Cth);
 - v. the *Equal Opportunity for Women in the Workplace Act 1992* (Cth);
 - vi. the *Workplace Relations Act 1996* (Cth);
 - vii. the *Privacy Act 1988* (Cth);
 - viii. the *Occupational Health and Safety (Commonwealth Employment) Act 1991* (Cth);
 - ix. the *Safety, Rehabilitation and Compensation Act 1988* (Cth);
 - x. the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
 - xi. the *Auditor-General Act 1997* (Cth);
 - xii. the *Ombudsman Act 1976* (Cth); and
 - xiii. the *Financial Management and Accountability Act 1997* (Cth);
- (f) ensure that it and all relevant members of its Personnel possess, and at all relevant times maintain, all:
 - i. licences, permits, approvals; and
 - ii. accreditation, certification or scheme memberships from any relevant Regulatory Agency, Manufacturer or industry bodythat are necessary or reasonably required for the proper performance of any obligation of Getronics pursuant to this contract or the provision of any Item, or which might otherwise reasonably be expected to be held by leading and reputable providers of goods and / or services of the type contemplated by this contract;
- (g) comply with all Codes of Conduct and all Regulatory Agencies' lawful requirements and give all notices and pay all fees necessary to perform its obligations; and
- (h) promptly notify ACCC in writing if it believes any Item or the provision or use of it or other matter related to this contract does or might conflict with any Law, Applicable