Australian Government

Department of Finance

Memorandum of Understanding

for the provision of GovCMS Services

MOU Number: [Insert GovCMS agreement number]

Dated: [Insert date signed]

Between

The Commonwealth of Australia as represented by
the Department of Finance (ABN 61 970 632 495)

and

[Insert GovCMS Entity name]
(ABN [Insert GovCMS Entity ABN])

Contents

Document version control		
Version	**Amendments**	**Date**
V1.0	Original	January 2015
V2.0	Review	December 2018 to January 2019
	- **All Entities required to re-sign**	
	Merge SaaS and PaaS MOUs into one document (agencies were asked to review, sign and re-execute)	
	Amendments to Attachment 1: Specific Hosting and Support Arrangements SaaS and PaaS, including clause 5 GovCMS Responsibility Assignment Matrix and clause 6 Service Levels	
	Amendment to clause 3.11.1 to clarify how agencies should be managing personal information (Notice of Amendment issued)	October 2019
	Amendment to clause 3.2 Scope of Services add subclause 3.2.8	
	Amendment to clause 3.5 Roles and Responsibilities add sub clause 3.5.4	
	Amendment to clause 3.6 Disclosure of Confidential Information add sub clause 3.6.1 (e)	
	Amendment to clause Use and Return of Confidential Information add sub clause 3.7 (b)	
	Add new clause 3.8 Record Keeping	
	Amendment to Clause 3.9 Privacy add sub clause 3.9.5	
	Amendment to clause 3.21 Variation add sub clause 3.21.2	
V2.1	Review – minor nomenclature, typos, formatting and numbering changes	November 2020
	Amendment to MOU Details Finance Contact Officer	
	Amendment to clause 2.1 Definitions	
	Amendment to clause 2.4 Nature of this MOU – define State, Territory and Local Government entities	
	Amendment to 3.1 Terms of the MOU – increase from 30 to 60 days' notice	
	Amendment to 3.5 Roles and Responsibilities	
	Amendment to 3.9 Privacy	
	Amendment to clause 3.10 Access to, and handling of, Website Information and Visitor Information (formerly clause 3.11.1 Storage of Personal and Sensitive Information)	
	Amendment to clause 3.14 Security	
	Amendment to clause 3.17 Review of Fees	
	Amendment to Clause 3.23 Use of Website Analytics (formerly Google Analytics)	
	Amendment to Attachment 1 Specific Hosting and Supporting Arrangements Clause 3.1.3 (PaaS Customers Only)	
	- **All Entities required to re-sign**	December 2020
V2.1.2	Amendment to Confidential Information meaning	March 2021

1. MOU Details

Item 1	**Parties**	The parties to this MOU are the Commonwealth of Australia as represented by the Department of Finance (**Finance**) and [Insert GovCMS Entity name] (**Entity**) (together the **Parties**)	
Item 2	**Details for Finance**	Name	The Commonwealth of Australia as represented by the Department of Finance
		ABN	61 970 632 495
		Address	1 Canberra Avenue FORREST ACT 2603
Item 3	**Details for the Entity**	Name	[Insert GovCMS Entity name]
		ABN	[Insert GovCMS Entity ABN]
		Address	[Insert GovCMS Entity address]
Item 4	**Finance Contact Officer**	Name	Nathan Wall
		Position	Head of GovCMS, Online Services Branch
		Postal Address	The Department of Finance 1 Canberra Avenue FORREST ACT 2603
		Telephone	(02) 6215 1583
		Email Address	govCMS@finance.gov.au
Item 5	**Entity Contact Officer**	Name	[Insert Name]
		Position	[Insert Position]
		Postal Address	[Insert Postal Address]
		Telephone	[Insert Telephone]
		Email Address	[Insert Email Address]

2. General Information

2.1 Definitions

2.1.1 In this MOU the following definitions apply:

Term	Definition
Australian Privacy Principles (APPs)	means the Australian Privacy Principles at Schedule 1 to the Privacy Act.
Commencement Date	means the date of execution of this MOU by the Parties, or if executed on different days the date of execution by the last Party to do so.
Commonwealth Company	has the same meaning as in the *Public Governance, Performance and Accountability Act 2013* (Cth).
Commonwealth Entity	has the same meaning as in the *Public Governance, Performance and Accountability Act 2013* (Cth).
Confidential Information	means information that: (a) is by its nature confidential; (b) is designated by either Party as confidential; (c) either Party knows or ought to know is confidential, including: (i) information comprised in or relating to either Parties' Intellectual Property Rights; (ii) information relating to the policies, strategies, practices and procedures of either Party; and (iii) security classified information; but does not include information which: (d) is or becomes public knowledge other than by breach of any confidentiality obligation; or (e) has been independently developed or acquired by either Party as established by written evidence.
Contractor	means the service provider(s) contracted by Finance to provide the Services under the Head Agreement.
Contract	means a Contract entered into by Finance and the Contractor under the Head Agreement for the provision of Services.

Term	Definition
Data Incident	means any actual or suspected unauthorised access, disclosure or loss of the Entity's GovCMS Information, where the Entity has or may have obligations under applicable State or Territory privacy legislation in relation to that incident, such as notification obligations.
Eligible Data Breach	has the meaning given to that term in the Privacy Act.
GovCMS	means the government content management system, the service being managed by Finance, as described in this MOU.
GovCMS Information	means information that is collected, stored, used and disclosed using GovCMS (including Visitor Information and Website Information).
GovCMS Distribution	means the combination of Drupal core and additional Drupal modules that enable the creation of Australian government websites that is managed and maintained by Finance.
GovCMS Support Guide	means guidance documentation made available to the Entity by Finance, upon request.
GovTeams	means the whole of government online collaboration tool managed by Finance.
Goods and Services Tax (GST)	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)*.
Head Agreement	means the Head Agreement for the provision of whole of Australian Government Web Development Services, under which the Services are provided. The Head Agreement includes Module 2, the GovCMS Services Panel. *Note: this Head Agreement is not the Drupal Services Panel Head Agreement*
Intellectual Property Rights	means all intellectual property rights, including but not limited to, the following rights: (a) patents, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and domain names; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
ISM	means the Australian Government Information Security Manual[1] or its replacement.

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[1] Available at https://www.cyber.gov.au/ism.

Term	Definition
MOU	means this Memorandum of Understanding.
OAIC	means the Office of the Australian Information Commissioner.
PaaS	means Platform as a Service
Personal Information	has the meaning given in section 6 of the Privacy Act.[2]
Privacy Act	means the *Privacy Act 1988* (Cth).
Proposal	means a proposal agreed by the Parties specifying the Services that the Entity requires the Contractor to provide, the fee payable to Finance for those Services, the acceptance criteria for the Services, the support arrangements and any other matters deemed necessary by the Parties.
PSPF	means the Australian Government Protective Security Policy Framework[3] or its replacement.
SaaS	means Software as a Service
Services	means the service offerings provided in the delivery of the GovCMS shared service. Services may be provided by Finance or the Contractor.
Service Level	means service levels in the Head Agreement as set out in clause 6 of Attachment 1 to this MOU.
Subscription End Date	means the last day Finance is required to provide the required Services to the Entity, as set out in a Proposal.
Subscription Period	means a calendar year from the Subscription Start Date or another period specified in a Proposal.
Subscription Start Date	means the date the Entity begins to use the Services.
Visitor Information	means any personal information that is collected by the Entity from or about Website Visitors as a result of them using a website hosted on GovCMS, including any information which is actively inputted by a Website Visitor into the Entity's online forms using the website. For clarity, Visitor Information does not include information about a Website Visitor or their ICT equipment, where the Website Visitor is not identified and cannot be reasonably identified from that information (e.g. information generated or collected through the use of cookies, encryption or analytics tools).
Website Information	means website content and any personal information contained in material that the Entity includes or publishes on a website hosted on GovCMS.

Available at http://www5.austlii.edu.au/au/legis/cth/consol_act/pa1988108/s6.html
[3] Available at https://www.protectivesecurity.gov.au/Pages/default.aspx.

Term	Definition
Website Visitors	means natural persons who visit a website of the Entity that is hosted on GovCMS.

2.2   About GovCMS

2.2.1   GovCMS is an open source content management service, hosted on a managed cloud platform. It provides users with a range of tools to create and manage websites without the need to own and manage the software or infrastructure. It includes service options for support, and managed operations.

2.3   Context

2.3.1   Finance and the Contractor have entered into the Head Agreement for GovCMS.

2.3.2   Finance, the Entity and the Contractor have contractual roles in relation to GovCMS, under the Head Agreement and any Contract. Finance manages all Contracts on behalf of Entities.

2.3.3   Finance has rights and benefits under the Head Agreement and any Contract, which includes rights and benefits held by Finance on trust for the Entity. These benefits broadly include:

(a)   service provision obligations;

(b)   a performance management framework with service credits;

(c)   Intellectual Property rights and warranties;

(d)   Indemnity protections;

(e)   audit and access rights; and

(f)   rights to terminate for convenience and default.

2.3.4   The Parties acknowledge and agree that close cooperation is required between the Parties to ensure the best possible benefits are achieved for the Parties in relation to GovCMS.

2.4   Nature of this MOU (status)

2.4.1   This MOU sets out the terms and conditions between Finance and the Entity for hosting of public engagement websites on GovCMS.

2.4.2   Subject to clause 2.4.3, under this MOU, Finance and the Entity seek to fulfil their respective commitments. This MOU merely constitutes a statement of the mutual intentions of the Parties and each Party agrees that:

(a)   it does not constitute an obligation binding on any Party; and

(b)   it creates no rights in favour of any of the Parties.

2.4.3   If the Entity is a:

(a)   State or Territory authority (being a Minister or Department of a State or Territory; or a body established or appointed for a public purpose by or under a law of a State or Territory; or another body that both Parties agree is a State or Territory authority);

(b)   Local government authority (being a local council; or another body that both Parties agree is a local government authority); or

(c)   Commonwealth Company,

this instrument is a binding agreement between the Commonwealth of Australia (as represented by the Department of Finance) and the Entity and all references to 'MOU' are references to 'Agreement', and clause 2.4.2 is deemed to be deleted from this Agreement.

2.4.4   This MOU does not replace or seek to undermine a Parties' obligations to comply with relevant Commonwealth and/or State and Territory legislation and applicable laws. The Parties must comply with all applicable laws in carrying out its obligations under this MOU.

2.5   Previous MOUs

2.5.1   From the Commencement Date, the terms of this MOU replace any current or previous MOUs between the Parties on the same subject matter.

3. Terms of the MOU

3.1 Commencement and duration

3.1.1 This MOU commences on the Commencement Date and continues until it is terminated:

(a) by the mutual agreement of the Parties; or

(b) by either Party by providing 60-days' written notice.

3.2 Scope of Services and Proposal

3.2.1 Finance will arrange for the provision of Services by the Contractor to the Entity, including:

(a) the Services as outlined in the Head Agreement; and

(b) optional professional services required by the Entity for transition to GovCMS, such as training or site migration.

3.2.2 The Entity, if procuring PaaS or SaaS Services, must comply with the relevant prerequisites outlined in clauses 1 and 3 of Attachment 1 respectively.

3.2.3 Where the Entity requires Services under this MOU, the Entity and Finance will develop and agree to a Proposal.

3.2.4 The Proposal must:

(a) detail the Services the Entity requires the Contractor to provide;

(b) detail the Fee payable by the Entity to Finance for those Services;

(c) include any acceptance criteria for the Services;

(d) detail the support arrangements; and

(e) detail any other matters deemed necessary by the Parties.

3.2.5 When the Parties agree to a Proposal:

(a) the Parties must comply with the terms of the Proposal; and

(b) the terms and conditions of this MOU apply to the Proposal.

3.2.6 Finance is under no obligation to arrange for any Services to be provided to the Entity until a Proposal has been agreed to.

3.2.7 Unless a Subscription End Date is specified in the Proposal or the Entity requests that Finance cancels the Proposal (and Finance agrees) the Proposal automatically renews for another Subscription Period at the end of the then current Subscription Period.

3.2.8 Finance reserves the right to reference the Entity's website for promotional or marketing purposes at any time. The Entity must notify Finance prior to the Services commencing if they do not wish this to occur.

3.3   New Services

3.3.1   If the scope of Services available under the Head Agreement is expanded or varied Finance, may, by written notice to the Entity, include in the MOU references to, and the relevant prerequisites for, the new Services.

3.3.2   Finance may notify the Entity of new Services that become available. The Entity may procure the new Services using the process for establishing a Proposal in this MOU.

3.4   Acceptance

3.4.1   The Services will be provided in accordance with Attachment 1 and the relevant Proposal, and are subject to any acceptance criteria included in the Proposal.

3.4.2   The Services will be deemed to have been accepted at the time the Entity begins to use the Services.

3.4.3   For clarity, for all Services including professional services, acceptance of the Services will be in accordance with any acceptance criteria included in the applicable Proposal.

3.5   Roles and Responsibilities

3.5.1   A list of the roles and responsibilities of Finance, the Contractor and the Entity relating to the Services are described in the Head Agreement (including Module 2) and any Proposal. The roles and responsibilities of Finance, the Contractor and the Entity relating to this MOU are detailed in clause 5 of Attachment 1.

3.5.2   The Entity must work with Finance in a collaborative manner during the term of the MOU to assist Finance in gaining knowledge of and management of the risks related to the Services.

3.5.3   Finance's obligations under this MOU are limited to exercising its rights and obligations given to Finance under the Head Agreement and Module 2 and any Contract placed by Finance. Finance has no liability or responsibility to the Entity except to exercise these rights and obligations. Finance has no responsibility to an Entity for any failure by the Contractor to meet its contractual obligations.

3.5.4   The Parties acknowledge and agree that:

(a)   Finance and its Contractor are providing the Services in order to facilitate the Entity being able to create and manage website(s) hosted on GovCMS, including so that the Entity can provide Website Information to, and collect Visitor Information from, Website Visitors;

(b)   Finance has no control of, or responsibility for, the creation, quality or disclosure of content included or published by the Entity on GovCMS or which is collected or otherwise stored by the Entity through its use of GovCMS; and

(c)   Finance has no responsibility for the use of content included or published by the Entity on GovCMS or which is collected or otherwise stored by the Entity through its use of GovCMS except for Finance's use of the content as permitted by this MOU.

3.6   Disclosure of Confidential Information

3.6.1   A Party, may not disclose any Confidential Information provided by the other Party to any third party, unless the disclosure is:

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(a)   to the Party's employees or advisors for the purposes of this MOU;

(b)   authorised or required by law to be disclosed;

(c)   for government or parliamentary accountability purposes;

(d)   with the consent of the other Party (such consent not to be unreasonably withheld); or

(e)   by Finance to the Contractor for the purposes of providing the Services to the Entity.

3.6.2   The Entity must inform the Contractor directly if the Entity provides or will provide to the Contractor material that the Entity considers to be Confidential Information.

3.7   Use and Return of Confidential Information

3.7.1   Each Party agrees:

(a)   to only use Confidential Information provided by the other Party for the purposes of this MOU, or for government or parliamentary accountability purposes; and

(b)   subject to its need to retain documents in order to comply with records management, accountability, archive, and audit requirements (including the *Archives Act 1983* (Cth)*, Electronic Transactions Act 1999* (Cth) and *Evidence Act 1995* (Cth)), each Party must deliver all material that contains Confidential Information to the other Party if and when requested by the other Party.

3.8   Records Management

3.8.1   The Entity is responsible and accountable for creating and maintaining full and accurate records of their website activities and content. The Entity retains ownership over their website content, which should be managed by the Entity's internal records management system.

3.8.2   Finance will use its best endeavours to exercise all rights available to it under the Head Agreement to ensure that the Entity's information hosted on the GovCMS platform has protective measures and is protected from unauthorised destruction.

3.8.3   Finance must not access and use the Entity's information unless it is for the purpose of performing the Services under this MOU, a Proposal or the Head Agreement.

3.9   Privacy

3.9.1   Each Party that is an APP entity for the purposes of the Privacy Act agrees to comply, and ensure its officers, employees, agents and subcontractors comply, with the Privacy Act and the APPs, and any other privacy legislation applicable to that Party.

3.9.2   If the Entity is not an APP entity for the purposes of the Privacy Act, the Entity agrees to comply, and ensure its officers, employees, agents and subcontractors comply, with all privacy legislation that is applicable to that Party.

3.9.3   The Entity should, on any of its website(s) hosted on GovCMS, include a link to its privacy policy (which may, if the Entity is an APP entity for the purposes of the Privacy Act, be its policy that it makes available in accordance with APP 1), and a collection notice for Website Visitors and/or other information, which reflects that:

(a)   Finance may, in its role as a service provider of GovCMS, collect and use Website Analytics data collected from the Entity's website (even though this data is not personal information); and

(b)   the Entity's ICT service providers may, in extenuating circumstances, access Visitor Information for the purposes of providing services to the Entity (as described in clause 3.10 below).

3.9.4   If the Entity determines that one or more of its websites are part of a high privacy risk project (i.e. the Entity reasonably considers that its website involves any new or changed ways of handling personal information that are likely to have a significant impact on the privacy of individuals), the Entity should:

(a)   if is an 'agency' for the purposes of the Privacy Act, conduct a privacy impact assessment (as defined in the Privacy Act) and implement any recommendations made in the privacy impact assessment; or

(b)   if it is not an 'agency' for the purposes of the Privacy Act:

(i)   comply with any obligations to conduct a privacy impact assessment under any privacy legislation applicable to the Entity; and

(ii)   even if not legally required to conduct a privacy impact assessment, consider conducting a privacy impact assessment or equivalent, and implementing any recommendations made in the privacy impact assessment or equivalent.

3.9.5   The Entity must, upon request by Finance, provide Finance with documentation confirming the Entity's degree of compliance with this clause 3.9.

3.9.6   Without limiting clause 3.9.1 or 3.9.2, each Party will:

(a)   promptly notify each other if they become aware of any actual or suspected Eligible Data Breach or Data Incident;

(b)   take reasonable steps to ensure that the other Party is kept informed of any assessment of a suspected Eligible Data Breach under the Privacy Act or Data Incident under any applicable State or Territory legislation, in respect of the Services provided to the Entity; and

(c)   take all reasonable measures to work with the other Party to determine:

(i)   whether an Eligible Data Breach has occurred and whether notification of that Eligible Data Breach is required under the Privacy Act; or

(ii)   whether a Data Incident has occurred and whether any further actions are required under any applicable State or Territory legislation; and

(iii)   which Party will:
A)   issue the notification for any Eligible Data Breach where notification is required under the Privacy Act, or

B)   take any other actions required by any applicable State or Territory legislation in relation to the Data Incident.

3.9.7   The Parties acknowledge and agree that Finance's ability to identify any suspected Eligible Data Breach or Data Incident is dependent on the Contractor providing Finance with the required information under the Head Agreement, or the Entity complying with its obligations under clause 3.9.6(a).

3.10 Access to, and handling of, Website Information and Visitor Information on GovCMS

3.10.1 The Parties acknowledge and agree that:

(a) the Entity is the data custodian of all the Entity's Website Information and any Visitor Information collected or stored by the GovCMS system;

(b) the Entity has all rights to access, change, delete or retrieve their Website Information and any Visitor Information stored on GovCMS;

(c) if the Entity requires Finance to provide it with the Services involving any access by Finance or its Contractor to the Entity's Website Information or Visitor Information, it must provide Finance with a written request specifying:

(i) the scope of the Services the Entity requires (i.e. whether the Entity directs Finance or its Contractor to access and change, delete, and/or retrieve Website Information or any relevant Visitor Information);

(ii) the specific Website Information or Visitor Information that is the subject of this request; and

(iii) the time period for which Finance is granted access to the Website Information or the relevant Visitor Information to action the Entity's request; and

(d) Finance cannot access, change, delete or retrieve the Entity's Website Information or Visitor Information, except:

(i) if it has received a written request from the Entity in accordance with Clause 3.10.1(b), to provide the Services specified in that written request; or

(ii) if Finance becomes aware of circumstances that it reasonably considers need immediate and urgent action.

3.10.2 If Finance is required to take action in accordance with clause 3.10.1(d)(ii) above, Finance must notify the Entity as soon as practicable about the incident and Finance's access to Website Information and Visitor Information (if any).

3.10.3 Finance personnel and Contractor personnel must only access the Entity's Website Information and any relevant Visitor Information in the circumstances specified in clause 3.10.1(d) above.

3.10.4 Finance acknowledges that any agreements with the Contractor or its other subcontractors must include similar obligations as specified in this clause 3.10 on the Contractor, or any subcontractor (as relevant).

3.10.5 GovCMS will utilise public cloud infrastructure that may be onshore or offshore to cache website content that is published.

3.11 Privacy Complaints

3.11.1 If a Party receives a complaint alleging an interference with the privacy of an individual by the other Party in relation to GovCMS or GovCMS Information;

(a) the Party receiving that complaint will immediately notify the other Party of the nature of the complaint and necessary details to minimise any (or further) interference;

(b)   each Party is to keep the other informed as to the progress of the complaint as it relates to the other's actions in connection with that allegation of interference; and

(c)   if a regulator responsible for ensuring compliance with the Privacy Act, or any State or Territory privacy legislation (acting in its capacity only as the applicable regulator and not as the Entity receiving Services under this MOU), directs a Party to take particular action concerning the handling of personal information, the other Party will co-operate with any reasonable request or direction that may result.

3.12   Technical Issues

3.12.1   If there is an issue with the GovCMS platform, the Entity must raise a service desk ticket with the Contractor to have the issue resolved.

3.13   Dispute Resolution

3.13.1   In the event of a dispute under this MOU, the process, in the first instance to resolve the issue, is to:

(a)   attempt to resolve the dispute at an operational level between Finance and Entity staff; or

(b)   attempt to resolve disputes concerning this MOU by negotiations between Finance and Entity contact officers.

3.13.2   If a dispute cannot be resolved within five business days through the dispute resolution process specified in clause 3.13.1, the dispute will be escalated to the Parties' respective senior officers to resolve the dispute.

3.14   Security

3.14.1   The GovCMS system is accredited to OFFICIAL: Sensitive, in accordance with the Australian Government ISM and PSPF. For clarity, OFFICIAL: Sensitive was previously referred to as UNCLASSIFIED-DLM.

3.14.2   Each Party must do all things necessary (including undertaking its own business risk assessments) to comply with:

(a)   all relevant security and other requirements applying to it, including for Commonwealth Entities and Commonwealth Companies as specified in the:

(i)   PSPF; and

(ii)   ISM; and

(b)   any other reasonable security procedures or additional requirements notified, in writing, by one Party to the other.

3.14.3   The Entity acknowledges and agrees that:

(a)   because of the OFFICIAL: Sensitive accreditation of the GovCMS system, the Entity must not store or process information with a security classification of PROTECTED or higher on GovCMS; and

(b)   the Entity is responsible for classifying, and assessing the risks associated with, all GovCMS Information before it is stored or processed using GovCMS.

3.14.4   For SaaS services:

(a)   Finance is responsible for the security (including security accreditation) and maintenance of the infrastructure, GovCMS platform and GovCMS Distribution, except to the extent that the Entity has incorporated its own customised services or features.

3.14.5 For PaaS services:

(a)   Finance is responsible for the security (including security accreditation) and maintenance of the infrastructure only.

(b)   Finance is not responsible for the security including patching and maintenance of any Drupal Distribution used on a PaaS service.

(c)   PaaS customers must undertake regular security assessments, including in response to any major changes, to determine their security posture and security risks associated with their use of the GovCMS Platform.

(d)   Under the direction of Finance, the Contractor will step in to investigate and remediate security related threats. Pursuant to this clause, the Contractor has the right to audit security controls associated with the protection of information and services.

3.15   Intellectual Property Rights

3.15.1 The Entity acknowledges that this MOU does not affect the ownership of any Intellectual Property Rights in GovCMS or any system, product, service or material used, published or provided in relation to the Services.

3.16   Fees, Invoicing & GST

Fees

3.16.1 The Entity will pay the fees to Finance for the Services as set out in the Proposal.

3.16.2 The Entity is not liable to pay any fees until a Proposal is in place and agreed to by both Parties.

Invoices

3.16.3 Finance will invoice the Entity for the first year of the agreed Services within one month of the Subscription Start Date, and thereafter annually on the anniversary of the Subscription Start Date. The due date for payment is 30 days after receipt by the Entity of a correctly rendered invoice.

3.16.4 Where professional Services are ordered, Finance will invoice the Entity following delivery of the Services. The due date for payment is 30 days after receipt by the Entity of a correctly rendered invoice.

Early Termination

3.16.5 No refunds will be given if the Entity terminates the MOU under clause 3.1.1(b) part way through a Subscription Period.

Late payment

3.16.6 If the Entity fails to make payment to Finance by the due date, Finance will contact the Entity Contact Officer in the first instance. Escalation will occur through the Dispute Resolution process outlined in clause 3.13 of this MOU.

Goods and Services Tax (GST)

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3.16.7   All fees are GST exclusive.

3.16.8   If Finance makes a supply under or in connection with this MOU in respect of which GST is payable, the recipient of the supply (the Entity) must pay to Finance, an additional amount equal to the GST payable on the supply.

3.16.9   A Party need not make a payment for a taxable supply made under or in connection with this MOU until it receives a tax invoice for the supply to which the payment relates.

3.16.10   Where the Entity is a Non-Corporate Commonwealth Entity (as defined in the *Public Governance, Performance and Accountability Act 2013*), the Entity will not be liable to pay GST.

3.17   Review of Fees

3.17.1   Finance may periodically review the Entity's use of GovCMS against the applicable Proposal. If the Entity's usage of GovCMS is not consistent with the Proposal, Finance has the right to:

(a)   amend the Proposal in its sole and absolute discretion to reflect the Entity's actual usage; and

(b)   invoice fees that reflect actual usage of GovCMS (which may exceed or be less than the Fees specified in the Proposal).

3.17.2   Finance will review fees with the Contractor annually with the intent to reduce costs to the Entity as the GovCMS platform builds scale. Any changes to fees will be discussed with the Entity and passed through to the Entity through an updated Proposal.

True Up

3.17.3   In addition to the rights in clause 3.17.1, Finance reserves the right to recoup, from the Entity, any additional cost that Finance incurs as a result of a significant increase in GovCMS usage (whether expected or unexpected, short term or long term) from the Entity's website(s). Finance may determine in its sole and absolute discretion, whether there has been a significant increase in GovCMS usage. If Finance exercises this right Finance will discuss the changed circumstances with the Entity prior to making any decisions.

Pricebook changes/Additional fees

3.17.4   Finance reserves the right to increase fees to adjust to increased business costs, market fluctuations and the cost of keeping up with technology/security hardening. Fee increases would apply from renewal or a subscription and occur no more than once annually. Additional fees for excess usage may be charged quarterly.

3.17.5   Where Finance incurs costs as a result of an Entity seeking to either accelerate, change or delay services, Finance will discuss the changed circumstances and any additional fees with the Entity prior to making any decisions.

3.18   Survival

3.18.1   The following terms of this MOU survive expiry or termination of this MOU:

(a)   clause 3.6 'Disclosure of Confidential Information';

(b)   clause 3.7 'Use and return of Confidential Information'; and

(c)   clause 3.9 'Privacy'.

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3.19   Notices

3.19.1   Notices under this MOU must be in writing, marked for the attention of the recipient's contact officer and sent to that Contact Officer's address, as specified above in clause 1.

3.19.2   A notice will be taken to be received by the recipient:

(a)   if sent by hand delivery or registered post – on the date it is delivered;

(b)   if sent by ordinary post – five business days after the date of posting; or

(c)   if sent electronically – on the business day following the day on which the transmission was sent in its entirety to the recipient's email system.

3.19.3   A notice that is given by a Party may be signed by that Party's Contact Officer or another authorised officer.

3.20   Variation

3.20.1   Except as outlined in clauses 3.3.1 and 3.17, any variation to this MOU must be in writing and signed by each Party. Confirmation of the terms of a variation by email is deemed to be approval of a variation.

3.20.2   For the avoidance of doubt, changes to the Subscription End Date which have been requested by the Entity or automatic renewals, take effect from the date they are agreed by Finance, and do not require formal amendment of the Proposal and are not considered to be a variation to this MOU.

3.21   Machinery of Government Change

3.21.1   In the event that Finance's responsibilities for this MOU are transferred to another party:

(a)   Finance or the new party to which responsibility for the Services has been transferred will notify the Entity of that fact; and

(b)   on receipt of that notice or if there is an effective date specified in the notice, on that date:

(i)   Finance will be deemed to have been replaced in this MOU by the new party to which responsibility for the Services has been transferred; and

(ii)   references to Finance will be deemed to be references to the substituted party.

3.21.2   In the event that the Entity's responsibilities for this MOU are transferred to another party:

(a)   the original Entity or the new party to which responsibility for the Services has been transferred will notify Finance of that fact; and

(b)   on receipt of that notice or if there is an effective date specified in the notice, on that date:

(i)   the Entity will be deemed to have been replaced in this MOU by the party to which responsibility for the Services has been transferred; and

(ii)   references to the Entity will be deemed to be references to the substituted party.

3.22   Support Arrangements

3.22.1   The Services include support. Refer to clauses 2 and 4 of Attachment 1 for details of the support arrangements that the Contractor must provide.

3.23   Use of Website Analytics Data (SaaS only)

3.23.1   To accurately predict the capacity required across the GovCMS, Finance will embed a Google Analytics tracking code in the website. This will only be used for the purposes of recording the number of page views a website receives.

3.23.2   Where the Entity already uses Google Analytics and would like to continue using their own Google Analytics account, the Entity's Google Analytics tracking code can also be embedded in the website.

3.24   Transfer of GovCMS to a new Contractor

3.24.1   In the event that Finance changes the Contractor that delivers GovCMS, Finance will transition all SaaS websites across to the new Contractor. Any change will be designed to minimise impact to the Entity. For PaaS services, if the Entity chooses to transition to the new Contractor, it must enter into a new Proposal with Finance which will set out any migration and transition costs.

3.25   Cessation of GovCMS services

3.25.1   In the unlikely event that Finance is directed to shut down GovCMS or that Finance terminates this MOU under clause 3.1.1(b), Finance will work cooperatively with the Entity to transition the Service to an alternative provider and support the Entity through the offboarding and migration process. Finance will work with the Contractor and the Entity to obtain an export of the relevant database, website files (images, PDFs, files, etc) and Drupal website code.

3.26   Finance Responsibility – General

3.26.1   Finance will, as reasonably necessary, exercise its rights against the Contractor for the benefit of the Entity.

3.26.2   If the Entity wishes Finance to exercise its rights on the Entity's behalf, the Entity must:

(a)   use all reasonable endeavours to mitigate any loss in relation to which it is seeking Finance to enforce its rights; and

(b)   give prompt notice to Finance of the reasons it is seeking Finance to enforce its rights.

3.26.3   Finance may exercise sole control of the defence and settlement of any claim or negotiation with the Contractor, provided that Finance regularly consults with the Entity.

3.27   Finance Responsibility – Indemnity

3.27.1   Finance will, as reasonably necessary, exercise its indemnity rights against the Contractor for the benefit of the Entity.

3.27.2   If the Entity wishes Finance to exercise its indemnity rights on the Entity's behalf, the Entity must:

(a)   use all reasonable endeavours to mitigate any loss caused by the event over which it is seeking Finance to enforce the indemnity; and

(b)   give prompt notice to Finance of the indemnified event.

3.27.3   Finance may exercise sole control of the defence and settlement of any such claim, provided that Finance regularly consults with the Entity.

4.   Signing Page

This Memorandum of Understanding is made on the …………… day of ……………………… 20….

EXECUTION CLAUSE

Executed by the Parties.

SIGNED for and on behalf of the Commonwealth of Australia as represented by the Department of Finance (ABN 61 970 632 495) by its delegate:

Name: _____

Position: Assistant Secretary

Online Services Branch

Department of Finance

_____

In the presence of:

_____   _____

Print name of witness   Witness sign here

SIGNED for and on behalf of [Insert GovCMS Entity name] ABN [Insert GovCMS Entity ABN] by its duly authorised representative:

Name: _____

Position: _____

_____

_____

_____

In the presence of:

_____   _____

Print name of witness   Witness sign here

Attachment 1   Specific Hosting and Support Arrangements

1.   SaaS Prerequisites

1.1   There are a number of prerequisites the Entity must meet in order for its website(s) to join the GovCMS SaaS platform. The Entity must:

1.1.1   ensure that its websites on GovCMS use the GovCMS Distribution;

1.1.2   accept the Proposal as drafted by Finance which reflects Finance's Contract for SaaS Services in its current form;

Note: The economy of scale benefits of GovCMS are driven by the requirement that all websites on the platform share the same underlying codebase on which all websites are built. The underlying codebase for GovCMS is the GovCMS Drupal distribution. This does not mean that all websites on GovCMS must look the same; each website can be customised and adapted to suit a user's website. For example, a website can have its own look and feel, and can have as many or as few features activated in the feature list.

1.1.3   ensure that Finance can estimate the Entity's expected page view usage; and

Note: In order to efficiently allocate cloud resources for GovCMS, Finance needs to be able to predict the expected traffic to the websites on GovCMS. In order to do this, we will need to factor individual websites in to the traffic estimation. To do this, we will request the previous 12 months of the Entity's website analytics data showing how many page views your websites have received, and we will need to understand from you whether you are expecting periods of increased or decreased usage over the next 12 months.

1.1.4   ensure that Finance can track the number of page views the Entity's website receives (see clause 3.23 of this MOU).

2.   SaaS Support arrangements

2.1   Support is included for all SaaS Services. The Entity must provide a minimum of two names to the Contractor as authorised Entity contacts. These authorised Entity contacts can lodge an unlimited amount of service and support requests. For further information regarding the support arrangements, refer to the GovCMS Support Guide.

2.2   Finance will ensure that the Contractor provides the support outlined in clause 2.1.

3.   PaaS Prerequisites

There are a number of prerequisites the Entity must meet in order for it to join the GovCMS PaaS platform. The Entity must:

3.1.1   agree to share with the GovCMS community any custom Drupal modules or themes developed for the Entity's PaaS environment.

3.1.2   be proactive in their responsibility for the security of their dedicated environment.

3.1.3   The Entity is responsible for:

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GovCMS [Insert govCMS agreement number] [Insert Entity name]

(a)   secure development - ensuring that security is addressed during the development lifecycle of their Drupal website, including ensuring secure development practices and that testing is conducted as part of the change process. The Entity is responsible for whitelisting access to non-production environments. By default these environments are open to the Internet;

(b)   application security - including Drupal security, virus scanning (via the ClamAV module) and patch management;

(c)   access control - user account management (both with the Drupal website and in the management interface); application log review and audit log retention;

(d)   application data backups;

(e)   Drupal/application module updates and patches;

(f)   site administration - secure remote administration via configuration of the management interface and Secure Socket Shell (SSH keys). The Entity is responsible for implementing two-factor authentication and whitelisting access to management interfaces;

(g)   DoS/DDoS protection - if required, arranging and managing additional DDoS protection e.g. for a high profile website. Contractor mitigates DDoS attacks at the network and application layers via Amazon Web Services (AWS) network layer protection, operational monitoring, ability to scale up hardware and block offending IP addresses;

(h)   infrastructure services - including Domain Name System (DNS) and email; and

(i)   security governance - including:

(i)   data classification;

(ii)   risk management;

(iii)   system certification and accreditation - accreditation of the underlying platform can be leveraged allowing the Entity to undertake a detailed assessment at the application tier;

(iv)   continuous monitoring – including vulnerability scans of websites prior to going 'live' and throughout their lifecycle; and

(v)   additional due diligence, including a review of data ownership, financial, privacy and legal risks.

4.   PaaS Support arrangements

4.1   The support option selected by the Entity will be specified in the Proposal.

4.2   The support services included in the support options available for selection by the Entity are detailed in the GovCMS Services Guide.

4.3   Finance will ensure that the Contractor provides the support outlined in the Proposal.

5.   **GovCMS Responsibility Assignment Matrix**

5.1   The following table sets out the responsibilities for certain tasks.

5.2   This matrix has been taken from the Head Agreement. To assist the Entity to understand the roles of the parties. The following colouring key is provided:

     5.2.1   Contractor roles are highlighted in blue

     5.2.2   Finance roles are highlighted in orange; and

     5.2.3   Entity roles are highlighted in yellow.

5.3   Finance is responsible for ensuring that the Contractor carries out its tasks in this matrix for the benefit of the Entity in accordance with the Head Agreement.

5.4   Capitalised terms in this clause 5 of Attachment 1 (other than Entity) have the meaning given to them in the Head Agreement.

RASCI Key	Meaning	Comment
R	Responsible	responsible to execute the process
A	Accountable	accountable/approver of the process
S	Supports	support the activity/process
C	Consulted	provide valued advice to the activity/process
I	Informed	informed of decisions and activity/process status

Process/Task	Program Leadership Team			Program Operations Team				Program Maintenance Team — GovCMS Drupal Distro (Modules, Patches)		Program Maintenance Team — GovCMS Platform Distro (Modules, Patches)		Program Improvements Team — GovCMS Drupal Distro Improvements		Program Improvements Team — GovCMS Platform Distro Improvements		Change Control		Program Infrastructure Management Team		Finance Roles					Entity Roles		Vendor for Entity Roles		External Community	
	Relationship manager (Program Director)	Program Manager	Platform Architect (Technical Advisory)	Support & Service Desk Manager	Service Desk Agent (Level 1)	Application Support Engineer (Level 2/3)	Infrastructure Support Engineer (Level 2/3)	Application Tech Lead	Application Engineer	Infrastructure Tech Lead	Infrastructure Engineer	Application Tech Lear	Application Engineer	Infrastructure Tech Lead	Infrastructure Engineer	Change Release Manager	QA Tester	Infrastructure Manager	DevOps Engineer	Product Owner (Head of GovCMS)	Technical Services Manager (OSB)	Entity Engagement Manager (OSB)	GovCMS Operations (GOps)	Finance Tester	Entity Primary Lead	Entity Operations	Vendor Developer (engaged by entity)	Vendor Relationship Manager	Developer/Technical Community	Content/Design Community
	RM	PM	PA	SDM	SDA	ASE	ISE	ATL	AE	ITL	IE	ATL	AE	ITL	IE	CRM	QA	IM	DvE	PO	TSM	AEM	GOPS	TEST	AS	AO	VE	VRM	DEV	CONT
Entity Onboarding																														
Service (Entity) Onboarding	I	A	S	R	S	S	S											C	S	C	S	S	S		C	I				
Developer (Vendor) Onboarding - SaaS				R		A															S	I	S		I	S	S		I	
Developer (Vendor) Onboarding - PaaS				R		A															S	I	S		I	S	S		I	

	RM	PM	PA	SDM	SDA	ASE	ISE	ATL	AE	ITL	IE	ATL	AE	ITL	IE	CRM	QA	IM	DvE	PO	TSM	AEM	GOPS	TEST	AS	AO	VE	VRM	DEV	CONT
Support Services																														
Service Desk - Level 1 - Triage (business hours 8am - 8pm)				A	R																S		S		I	I	I			
Service Desk - Level 1 - Triage (out of business hours)	Emergency Ticket May be Raised by Client (Passed through automatic to Emergency)																													
Service Desk - Application - 2nd and 3rd Level Support				I	A	R														I	C		R		I	I	I			
Service Desk - Infrastructure - 2nd and 3rd Level Support				I	A		R													I	C		C		I	I	I			
Service Desk - Application - Emergency (business hours)		I	I	A	R	S														I	C		S		I	I	I			
Service Desk - Infrastructure - Emergency (business hours)		I	I	A	R		S													S	C		S		I	I	I			
Service Desk - Application + Infra Emergency (out of business hours)		I	I	S	S	S	S							S	R					S	C		S		I	I	I			
SLA & Operational Reporting (Monthly Meeting)	I	S	S	A	R	I	I													C	C	C	C							
Billing and Invoicing	A	R		S																C	C		I							
Access Short Term Backup (from 2 week daily backups)					S																		S			A	R			
Access Medium/Long Term Backup (from weekly backups)			I	A			R													I	I		I				C	C		

	RM	PM	PA	SDM	SDA	ASE	ISE	ATL	AE	ITL	IE	ATL	AE	ITL	IE	CRM	QA	IM	DvE	PO	TSM	AEM	GOPS	TEST	AS	AO	VE	VRM	DEV	CONT
Application Maintenance																														
GovCMS Distribution - Patch and module version updates		I	C					A	R	I						S	S			I	C		S	S		I			I	
GovCMS Distribution - Patch and module version updates Release		I	I	I				S	S							R	S			I	A		S	S	I	I			I	
GovCMS Distribution - Feature Development		I	C					S	S	I						S	S			I	A		R	S		I			I	
GovCMS Distribution - Feature Release		I	C	I				S	S	I						R	S			I	A	I	S	S	I	I			I	
Infrastructure Maintenance																														
Platform - Standard Maintenance		I	C					I								S	S	A	R		C		S	S		I				
Platform - Feature Releases		I	C	I				I	A	R						S	S			I	A		S	S	I	I			I	
Application Improvements																														
GovCMS Distribution - Patch and module version updates		I	C									A	R	I		S	S			I	C		S	S		I			C	
GovCMS Distribution - Patch and module version updates Release		I	I	I								S	S			R	S			I	A		S	S	I	I			I	
GovCMS Distribution - Feature Development		I	C									S	S	I		S	S			I	A		R	S		I			C	
GovCMS Distribution - Feature Release		I	C	I								S	S	I		R	S			I	A	I	S	S	I	I			I	

Example GovCMS MOU v2.1.2

	RM	PM	PA	SDM	SDA	ASE	ISE	ATL	AE	ITL	IE	ATL	AE	ITL	IE	CRM	QA	IM	DvE	PO	TSM	AEM	GOPS	TEST	AS	AO	VE	VRM	DEV	CONT
Infrastructure Improvements																														
Platform - Standard Maintenance		I	C									I				S	S	A	R		C		S	S			I			
Platform - Feature Releases		I	C	I								I		A	R	S	S			I	A		S	S	I	I			I	
Platform Architect (Strategy and Vision)																														
Platform Advisory - General	A	C	R									S		S						I	C		C							
Platform Advisory - Priority	A	C	R									S		S						I	C		C							
Customer Experience Services																														
Program Management	A	R	S	S								C		C						A	S	C	S							
Training Delivery		A	S									R		S						I	S	S							C	C
Training Delivery - Improvement Packs		A	S									R		S						I	S	S								
University Engagements	S	A		R								S		S						S	S	S							I	I
Marketing - Lunch and Learn Events	S	A		R								S		S						S	S	S							I	I
Community Engagement - Events	S	A		R								S		S						S	S	S	S						I	I
Whitepapers/ Case Studies - Collateral	A	R		C								C		C						I	C	I							I	I
Indigenous Engagement - Investment	A	R		C								C		C						I	C	I							I	I

6.   Service Levels in place with the Contractor

There are a number of Service Levels that the Contractor has committed to achieve. Finance will manage the Contractor's compliance of the Service Levels on behalf of the Entity. Finance will use reasonable endeavours to ensure that the Contractor meets its Service Levels. The table below outlines the Service Level objectives.

General Services Levels:		
Service Type	**Responsible**	**Service Level Detail**
Service Availability	Finance and Contractor	The Contractor will use commercially reasonable efforts to make the platform available for 99.95% during any calendar month during the applicable Subscription Period. In the event Finance receives a Service Credit from the Contractor, that Service Credit will be apportioned across all affected Proposals. An Entity can choose to either: • redeem the Service Credit at the next subscription renewal; or • re-invest the Service Credit back into platform enhancements.

Service Desk Hours	Contractor	• 24x7 online support for critical issues
		• 9am - 5pm or hours as Notified Monday to Friday (excluding public holidays in VIC - for VIC only, public holidays obligations is best efforts to respond, minimum per standard after-hours response) for
		   o non-critical issue response
		   o phone support (at a minimum voicemail with instructions and follow-up).

Platform Issue Response and Reaction Times	Contractor	Timeframes for this Service Level commence from the time the Contractor is first informed or becomes aware of the issue. **Acknowledgement** • Within 1 hour for acknowledgement of critical impact platform issue (Business Hours and non-Business Hours) • Within 4 Business Hours for acknowledgement of non-critical impact platform issue if raised in Business Hours; next 4 hour of Business Hours if raised out of Business Hours. **Reaction** (analyse issue, plan fix and communicate plan) • Best effort (**immediate**) reaction time for **critical impact** platform issue and not later than one hour after acknowledgement of the issue (during Business Hours and non-Business Hours) • **8 hours reaction time** for **High** impact platform issue if raised during Business Hours; next 8 Business Hours if raised out of Business Hours. • **2 Business Day reaction time** for **Medium/Low** impact platform issue. **Resolution** • Resolution based on best efforts and severity.
Application Issue Response and Reaction Times (SaaS only)	Contractor	**Acknowledgement** • 1 hour for acknowledgement of critical application issues (Business Hours and non-Business Hours) • 4 hour acknowledgement of **non-critical** application issue if raised during Business Hours; next 4 Business Hours if raised out of Business Hours. **Reaction** (analyse issue, plan fix and communicate plan) • Best effort (**immediate**) reaction time for **critical** application issue (Business Hours and non-Business Hours) • **8 hours reaction time** for **high** application issue if raised in Business Hours; next 8 hour of Business Hours if raised out of Business Hours. • **2 Business Day reaction time** for **medium/low** application issue. **Resolution**

General Services Levels:		
Service Type	**Responsible**	**Service Level Detail**
		• Resolution based on best efforts and severity.
Critical Issue Update Frequency and Post Incident Report	Contractor	• If a valid critical platform or application issue is raised by an Entity or Finance status reports must be provided to Finance (GovCMS Service Manager, or if outside of business hours in the ACT, the GovCMS On-Call Operations Officer) at 15 minute intervals. • A post incident report must be produced by the Contractor and communicated to Finance upon resolution of the issue. A draft incident report must be produced by the Contractor within 3 Business Days of issue rectification. If the root cause of the issue is not known at the time of report submission to Finance, it must be indicated as TBD. Root cause, if subsequently known, must be communicated against the issue at the next scheduled operations meeting.
Non Critical Issue Update Frequency	Contractor	• For High severity platform and application issues, the Contractor's service desk must provide a status update to Finance every 3 Business Days. • For Medium severity platform and application issues, the Contractor's service desk must provide a status update to Finance every 5 Business Days.
Infrastructure Patches	Contractor	Timeframes for the application of patches in this Service Level apply from the point in time when the patch becomes available to the Contractor. • Proactive maintenance and patching of the platform code, per the following classifications: • Critical patches applied within 24 hours, e.g. Spectre/Meltdown. These are applied outside of regular working hours where possible. • Non-critical patches applied weekly within the maintenance window. • The classification of critical/non-critical as applicable to infrastructure/platform will use the RedHat severity ratings per Appendix 1 (RedHat severity ratings)
Drupal Security Patches (SaaS only)	Finance and Contractor	• Highly critical security patches applied within 48 hours (for SaaS customers) to production. Where all applicable automated tests have not passed, deployment to production will require Finance approval. • Critical security patches applied within 7 days (SaaS customers) to production. Where all applicable automated tests have not passed, deployment to production will require Finance approval. • Monthly patches applied for non-critical • The classification of highly critical/critical etc. will be as per the Drupal.org rating https://www.drupal.org/drupal-security-team/security-risk-levels-defined.
Platform Availability Uptime	Contractor	• 24x7 99.95% (per month) – for all Platform functionality. (excluding scheduled maintenance windows)
AWS Infrastructure Uptime	Third Party	• 24x7 99.99% (per month) infrastructure uptime • This uptime is per amaze.io service level and AWS
Mid Term Storage Service Level via EBS	Contractor	Mid-term storage backups must be achieved via BURP and must be subject to a level of accuracy and completeness acceptable to Finance. • Mid-term storage must be an EC2 instance with EBS volumes (providing a 99.999% availability Service Level) attached.
Long Term Storage via Glacier	Contractor	The Contractor must achieve long term storage via Glacier and the long term backup must be saved in Glacier with 99.999999999% availability.
Docker Image Service Level	Contractor	Docker images availability are stored in AWS S3, and must meet a 99.999999999% availability Service Level.
DR Restoration (recover from a complete loss of OpenShift Cluster)	Contractor	Restoration within 48 hours of the Contractor becoming aware of the issue, including: 1. Contractor must recreate whole OpenShift Cluster with complete new resources; and 2. Contractor must restore OpenShift Cluster from backup. SL applies if backups are accessible on AWS.

Disaster Recovery Service Levels		
Service Expectation	**Action required by the Contractor**	**Service Level Detail**
Recover from lost single or multiple files within persistent storage (database, solr, files)	The Contractor must restore from mid-term backup	Within 4 hours
Recover from lost computing node (does not cause downtimes) Recover from lost control plane node (master, load balancer, storage – does not cause downtimes) Recovers from lost Availability Zone	The Contractor must ensure this is fully automatic by AWS & Scaling Scripts	Within 4 hours until additional node provisioned
Recovers from lost Availability Zone	The Contractor must wait on AWS to restore Availability Zone, may start additional compute nodes in still working Availability Zone	Within AWS only
Recover from a complete loss of OpenShift Cluster	The Contractor must recreate whole OpenShift Cluster with complete new Resources. The contractor must restore Cluster from Backup	Within 48 hours