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**Australian Government**  
**Department of Finance**

**GovCMS Drupal Services Panel**  
**Schedule 3 Module 1**

(Final Version 1.5 July 2024)

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**Change History**

<b>Date</b>	<b>Version</b>	<b>Description of changes</b>
October 2021	Version 1.0 Published AusTender October 2021	General review and updates to the original draft 2018 to correct out of date government agency names, policies, website references and links
September 2022	Version 1.1 September 2022	General review and updates to correct out of date government agency names, policies, website references and links  Deletion of clause 11 MODIFIED INTELLECTUAL PROPERTY RIGHTS as the Intellectual Property Rights are covered in clause 14 of the Head Agreement (see other minor consequential amendments)  Deletion of process in clause 5.10 for existing Panellists to tender for new Categories for which they are not already appointed  Inclusion of process at clause 9.4 for existing Panellists to propose Drupal Services for Categories for which they are not already appointed
October 2022	Version 1.2 Published with DXP RFP ATM ID FIN15/2020/PQRT21000768	Amendments to include Category 3 Digital Experience Platform (DXP), including Cloud Services provisions.
November 2023	Final Version 1.3 DXP	Minor updates and amendments to REPLACE references to Respondent with CONTRACTOR
April 2024	Revision 1.4	Minor amendments to Clause 11 Cloud Services at clauses 11.2.1.2 and 11.2.4.2 to include the words "if specified in a Contract."
July 2024	Revision 1.5	Minor amendments to clauses 2.5, 15.9, 15.12, 25.1

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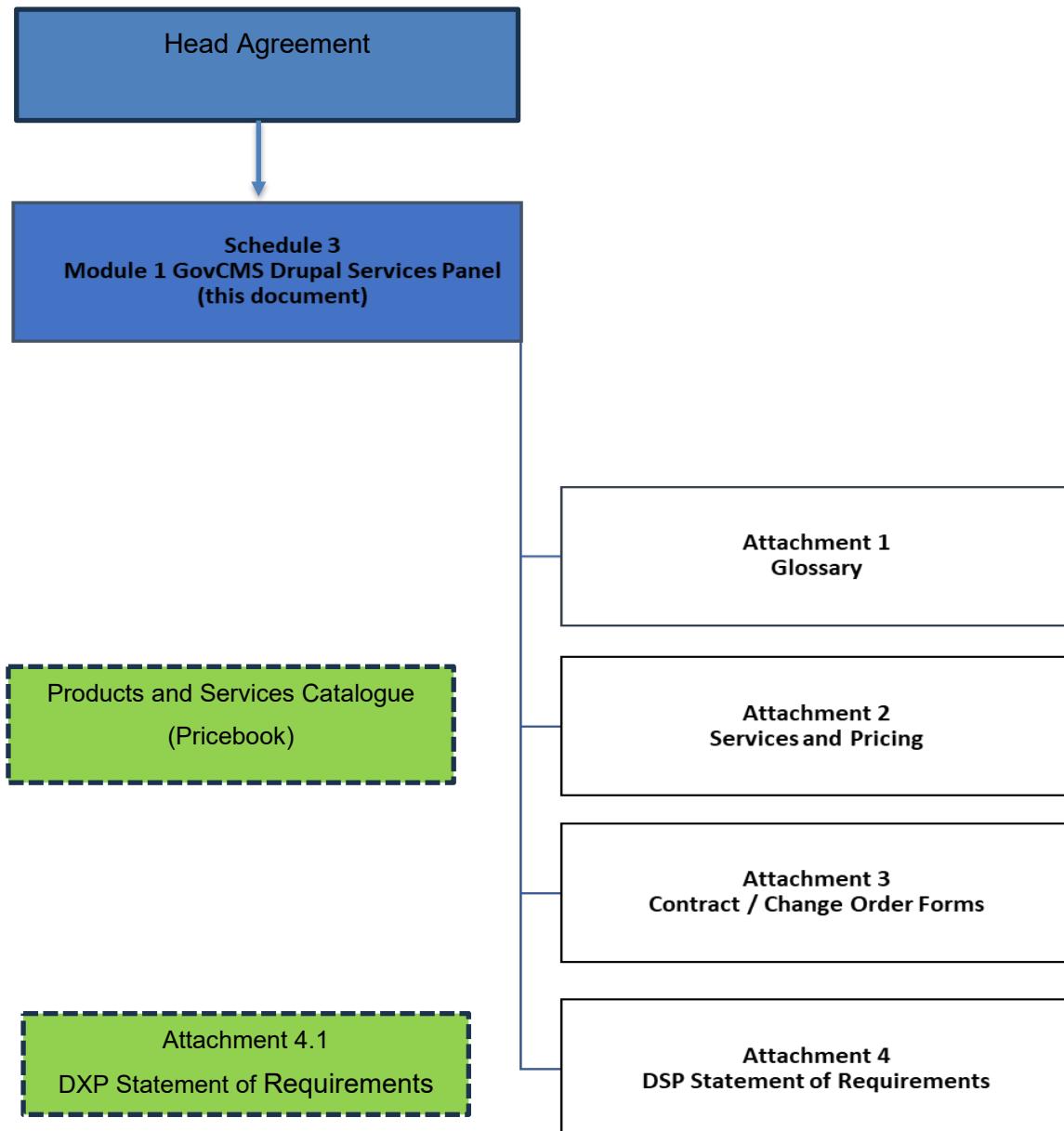
This **Schedule 3 - Module 1** (GovCMS Drupal Services Panel) comprises:

- [\*\*Attachment 1 - Glossary\*\*](#)
- [\*\*Attachment 2 - Drupal Services and Pricing\*\*](#)
- [\*\*Attachment 3 - Contract / Change Order Forms \(sample\)\*\*](#)
- [\*\*Attachment 4 - Statement of Requirements\*\*](#)

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The following diagram summarises how Module 1 relates to the Head Agreement, the Product and Service Catalogue and any Contract.



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## MODULE 1 - ATTACHMENT 1 (GLOSSARY)

### 1. DEFINITIONS

1.1 In this Module 1, in addition to those set out in **Schedule 1 - Attachment 1 (Head Agreement Glossary)** of the Head Agreement, the following terms have the meaning set out opposite them:

TERM	DEFINITION
Agency Supplied Item	Means the items to be provided or made available to the Contractor by the Agency as set out in the Contract Order Form.
Annual Review	Means the review specified in <b>clause 7.11</b> .
Business Hours	Means, unless otherwise agreed in writing in a Contract Order Form: <ul style="list-style-type: none"> <li>(a) subject to paragraph (b), the hours from 8.00am to 6.00pm in the location where the Contract is being delivered on Business Days; and</li> <li>(b) for any obligations that a Contract specifies are required to be met outside of Australia, the hours of 8.00am to 6.00pm on days which are ordinary business days in the country in which the obligation is required to be met, unless otherwise agreed with an Agency in a Contract Order Form.</li> </ul>
Category or Categories	Means the categorisation of Drupal Services into classes with particular shared characteristics. The Categories are indicated in <b>Part B of Attachment 2 to Module 1</b> , but this may be changed by Finance in accordance with <b>clause 28.2 in Part B of Attachment 2 to this Module 1</b> .
Central Administration Fee	Means an amount calculated and payable in accordance with <b>clause 23 in Part B of Attachment 2 to this Module 1</b> .
Cloud Services	Means the services identified as “Cloud Services” in a Contract which includes any subscription based, hosted, supported and operated on-demand solution.
Contractor Panel Manager	Means the Contractor Personnel with the position described in <b>clause 7.8 in Part B of Attachment 2 to this Module 1</b> .
Drupal Services	Means the Deliverables which comprise of: <ul style="list-style-type: none"> <li>(a) General Drupal Services (Category 1); or</li> <li>(b) Fixed Price Drupal Services (Category 2); or</li> <li>(c) Digital Experience (DXP) and Content Personalisation (Category 3); or</li> </ul> a composition of the above as the context requires.

TERM	DEFINITION
Finance Panel Manager	Means the person responsible for managing the Panel as specified in <b>clause 7.3</b> .
GovCMS	Has the meaning in the Statement of Requirements.
GovCMS Drupal Services Contract Identifier	Is a unique identifier reference number issued by Finance as specified in <b>clause 5.6.2</b> .
Harmful Code	Means any virus, disabling or malicious device or code, 'worm', 'trojan', 'time bomb' or other harmful or destructive code, but does not include any Software lock or other technical mechanism that is included to manage the proper use of the Software.
ICT or IT	Is an abbreviation for information and communications technology.
Major Applicable Standards, Policies and References	<p>For Module 1, the Major Applicable Standards comprise:</p> <p>(a) the Digital Service Standard available at: <a href="https://www.dta.gov.au/standard/">https://www.dta.gov.au/standard/</a>; and</p> <p>(b) the Australian Government Recordkeeping Metadata Standard available at: <a href="https://www.naa.gov.au/recordkeeping/metadata-standard/">Australian Government Recordkeeping Metadata Standard   naa.gov.au</a>.</p> <p>For Module 1, the Major Applicable Policies comprise:</p> <p>(a) the Australian Government Protective Security Policy Framework (PSPF) <a href="https://www.dta.gov.au/protective-security-policy-framework/">Protective Security Policy Framework</a>; and</p> <p>(c) the Information Security Manual (ISM) (<a href="https://www.cyber.gov.au/ism">Information Security Manual (ISM)   Cyber.gov.au</a>).</p> <p>However, if at any time Finance or an Agency Notifies the Contractor of changes, additions or deletions to these Major Applicable Standards, Policies or References, those changes, additions or deletions will apply to this definition from the date of the Notice.</p>
Milestone	Means an event or outcome which must be achieved by a date which is specified in a Contract as a Milestone.
Open Source Software	<p>means:</p> <p>(a) the Drupal Open Source Software Licence; and</p> <p>(b) any other Software available under a licence which meets the criteria of the Open Source Definition published by the Open Source Initiative at <a href="https://opensource.org/licenses/">Licenses &amp; Standards   Open Source Initiative</a>, and includes the forms of creative commons licences published as the Creative Commons Legal Code for Australia at <a href="https://creativecommons.org/licenses/">When we share, everyone wins - Creative Commons</a>.</p>

TERM	DEFINITION
Panel	Means the whole-of-government GovCMS Drupal Services Panel which was established by the processes set out in the Request for Tender FIN015/2020 issued by Finance, as amended from time to time by Finance.
Panellist	Means an entity which is a member of the Panel from time to time.
Product and Service Catalogue	Means the catalogue created and maintained by Finance from time to time in accordance with <b>clause 9</b> .
Reseller	Means an agent of the original manufacturer or supplier of a Drupal Service.
Security Incident	Means any security breach, violation, contact or approach from those seeking unauthorised access to information or Material relating to the Drupal Services, including <ul style="list-style-type: none"> <li>(a) action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or any Agency Material or information residing on that system (including denial of service and similar attacks); and</li> <li>(b) any other unauthorised access or use by a third party or misuse, damage or destruction by any person.</li> </ul>
Service Credit	An amount (if any) credited to an Agency as a result of a failure to achieve a Service Level as specified in <b>Schedule 1 - Attachment 1 (Head Agreement Glossary)</b> .
Service Level	A metric used to measure and report performance of the Deliverables under a Contract as specified in a Contract Order Form.
Shared Services Arrangement	Means an arrangement entered into by an Agency, as a result of Commonwealth policy to aggregate the procurement or provision of services where appropriate, with lead Agencies providing services to other Agencies.
Software	Means any computer program or programming (including source code and object code) and includes any tools or object libraries embedded in that Software and all Documentation relating to that Software and/or its design, development, modification, operation, support or maintenance.
Statement of Requirements	Means the document in <b>Attachment 4 to this Module 1</b> containing the minimum requirements for the Drupal Services, as updated by Finance from time to time in accordance with <b>clause 8</b> .

<b>TERM</b>	<b>DEFINITION</b>
Vendor Terms	Any end user licence, product descriptions, published specifications, or other terms applicable to the Cloud Services (including any third party terms).
Warranty Period	For a Drupal Service means: (a) the period of warranty specified for that Drupal Service in the Product and Service Catalogue (which must be consistent with the requirements in the Statement of Requirements, if any); or (b) any other period of warranty specified in the Contract Order Form; or (c) if no period of warranty under paragraphs (a) or (b) is specified, a period of 30 calendar days, from Acceptance of that Drupal Service (or if no Acceptance is required, from Delivery of that Drupal Service).

**MODULE 1 ATTACHMENT 2 (DRUPAL SERVICES AND PRICING)**

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**MODULE 1 - ATTACHMENT 2 (DRUPAL SERVICES AND PRICING)**

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**PART A - MODULE SPECIFIC TERMS**

**2. GENERAL**

- 2.1 The Module Specific Terms in this **Attachment 2** apply to the provision of Drupal Services, which fall within the Categories indicated in **Part B** of this **Attachment 2** (see **clause 4.11 of the Head Agreement**).
- 2.2 The Drupal Services within the scope of this Module 1 are set out or described in the Statement of Requirements, and are divided into the following Categories:
  - 2.2.1 Category 1 - General Drupal Services;
  - 2.2.2 Category 2 - Fixed Price Drupal Services; and
  - 2.2.3 Category 3 – Digital Experience Platforms (**DXP**) and Content Personalisation Services.
- 2.3 This Module 1 applies to those Drupal Services set out or described in the Statement of Requirements, which fall within the Categories indicated in **Part B** of this **Attachment 2**. The Drupal Services offered by the Contractor are more specifically described in the Product and Service Catalogue.
- 2.4 The Contractor must offer to provide, and must only provide under a Contract, the Drupal Services that the Contractor is entitled to offer as indicated in **Part B** of this **Attachment 2**.
- 2.5 Finance may, at its discretion, change, add or remove Drupal Services or Categories from **Part B of this Attachment 2** at any time, by giving Notice to the Contractor. For the avoidance of doubt, any change to the relevant Drupal Services or Categories will not affect existing Services being provided under an ongoing Contract unless a Change Order has been agreed by the parties to this effect.

**3. ENTITIES THAT MAY ACCESS THE PANEL**

- 3.1 The parties agree that **clause 4.15 of the Head Agreement**:
  - 3.1.1 does not apply to this Module 1; and
  - 3.1.2 does not prevent the Contractor and an Agency from entering into a Contract for Drupal Services, or products and services similar to the Drupal Services.
- 3.2 The Contractor acknowledges and agrees that Agencies are not required to use the Panel, but may choose to do so at their discretion, and that any Contract entered into for the Drupal Services is a non-exclusive contract.
- 3.3 For the purposes of this Module 1, the parties acknowledge and agree that the definition of 'Agency' in the Head Agreement means:
  - 3.3.1 those entities that are set out in the definition of 'Agency' in the Head Agreement; and

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3.3.2 any other organisation which Finance has determined is eligible to use GovCMS and may therefore purchase the Drupal Services available pursuant to this Module 1.

The parties acknowledge and agree that organisations approved pursuant to **clause 3.3.2** may include other government-funded entities (such as some schools and universities) and local government bodies (to the extent they are not already covered by the definition of Agency in the Head Agreement).

3.4 Finance will determine, in its absolute discretion, an entity's eligibility to purchase Drupal Services pursuant to this Panel in accordance with eligibility criteria determined by Finance from time to time.

3.5 Finance will, at its sole discretion, determine:

- 3.5.1 the eligibility criteria that apply from time to time; and
- 3.5.2 whether an entity is eligible to access Drupal Services pursuant to this Module 1.

3.6 Despite any other provision in the Head Agreement or this Module, only Agencies which have been Approved to use the Panel may purchase Drupal Services pursuant to this Module 1. The Contractor must not enter into any Contract pursuant to this Module 1 with an Agency that has not been Approved by Finance to use the Panel.

3.7 For the purposes of **clause 4.15 of the Head Agreement**, the parties acknowledge and agree that:

- 3.7.1 this **clause 3** is deemed to be included in all applicable Contract Order Forms; and
- 3.7.2 **clause 3** has been approved in writing by Finance prior to execution of the Contract (by virtue of its inclusion in this Module 1).

3.8 Despite this **clause 3**, Finance may, at any time Notify the Contractor that one or more Agencies, or category of Agencies, are not permitted to use the Panel. After receipt of such a Notice, the Contractor must not enter into a Contract with any Agency described in that Notice.

**4. TERM OF MODULE AND CONTRACTS**

4.1 The Module Commencement Date, the Initial Module Period and any Module Option Period are specified in **Schedule 2 of the Head Agreement**.

4.2 The Contract Period may extend beyond the expiry or termination of this Module 1, as specified in the Contract Order Form.

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5. THE PANEL

**Membership of the Panel**

- 5.1 Finance may (but is not required to) make public the names of some or all entities who are members of the Panel.
- 5.2 If at any time Finance is not satisfied as to:
  - 5.2.1 the Contractor's ongoing ability to provide demonstrable value for money to Agencies;
  - 5.2.2 the Contractor's ability to maintain a high standard of quality and delivery of the Drupal Services under Contracts;
  - 5.2.3 the Contractor does not comply with the reporting requirements in **clause 19**; or
  - 5.2.4 the Contractor's compliance with the requirements of the Head Agreement, this Module 1, or a Contract (or both),

Finance may Notify the Contractor and Agencies, at Finance's absolute discretion, that the Contractor is no longer a member of the Panel, and no further Contract Order Forms are to be placed with the Contractor. Finance may also, in its absolute discretion publish the name of the Contractor and note that it has been removed from the Panel.

- 5.3 Before exercising its rights under **clause 5.2**, Finance will:

- 5.3.1 use reasonable endeavours to advise the Contractor of its concerns (subject to any confidential or other information which is unable or not appropriate to be provided to the Contractor); and
  - 5.3.2 provide the Contractor with an opportunity to respond to or discuss those concerns with Finance (within 10 Business Days, or other time period agreed by Finance),  
provided that Finance may, but is not obliged to, take any information provided by the Contractor into account when exercising its discretion under this **clause 5.3**.

**Contract Order Forms**

- 5.4 Contracts placed under this Module 1 must utilise the Contract Order Form template specified by Finance at Attachment 3 to this Module. The parties acknowledge and agree that:
  - 5.4.1 Finance may modify or vary the Contract Order Form template by Notice to the Contractor, at its sole discretion, from time to time; and
  - 5.4.2 **clause 36 of the Head Agreement** does not apply to any modification or variation to this Contract resulting from Finance exercising its rights under this **clause 5.4**.

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**Finance approval of draft Contracts (clause 4.4 of the Head Agreement)**

**[Note to Contractor: Finance requires Contracts to be submitted for review and confirmation that each contract is formed in accordance with the Head Agreement and are suitable for execution during the initial phase of the Panel but will review this requirement as the operation of the Panel matures.]**

- 5.5 For the purposes of **clause 4.4 of the Head Agreement**, Finance may Notify the Contractor and Agencies that Finance does not require any draft Contract to be entered into pursuant to this Module 1 to be provided to Finance prior to its execution for Finance's review and confirmation that the Contract is formed in accordance with the Head Agreement.
- 5.6 Despite **clause 5.5**:
  - 5.6.1 the Contractor must provide Finance with:
    - 5.6.1.1 a copy of any finalised Contract to Finance within 7 days of its execution;
    - 5.6.1.2 a copy of any variation made to an executed Contract within 7 days of the variation; and
    - 5.6.1.3 without limiting **clause 5.6.1.1**, an up to date and complete copy of any Contract upon request by Finance and in the timeframes requested by Finance; and
  - 5.6.2 the Contractor must not execute any contract or any variation to any Contract that does not include the GovCMS Drupal Services Contract Identifier (DSC ID) reference.

**Use of single Contract Order Form for different Categories**

- 5.7 For clarity, the parties acknowledge that an Agency may use a single Contract Order Form for more than one Category of Drupal Services, or may use separate Contract Order Forms for different Categories of Drupal Services.

**Refresh of the Panel**

- 5.8 In respect of the panel, Finance may, at any time:
  - 5.8.1 add new Categories;
  - 5.8.2 amend existing Categories; and
  - 5.8.3 remove existing Categories.
- 5.9 Finance may conduct subsequent procurement processes through an open approach to market in order to add or amend Categories to the Panel.
- 5.10 Any approach to market may allow new contractors to be appointed to the Panel.

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- 5.11 The evaluation criteria and methodology (including the requirement for Contractors to demonstrate that their Deliverables offer value for money) used for any open approach to market will be substantially consistent with the approach to market used to establish the Panel.
- 5.12 The Contractor acknowledges that Finance will on an ongoing basis, monitor the performance of Panellists (including the Contractor) to ensure the scope and nature of the Deliverables offered by the panel (including the Contractor) continue to meet the evolving requirements of Agencies.

**6. SCOPE OF DELIVERABLES**

**Supply of Drupal Services**

- 6.1 The Contractor must have the capacity and capability to supply Drupal Services that comply with the requirements of this Module 1, in accordance with any Contract created under the Head Agreement.
- 6.2 The Contractor must offer to provide, and must under any Contract provide, the Drupal Services:
  - 6.2.1 specified or listed in the Product and Service Catalogue, as amended from time to time;
  - 6.2.2 in accordance with any requirements for the Deliverables in the Product and Service Catalogue;
  - 6.2.3 in accordance with the requirements of this Module 1 including the Statement of Requirements and any additional requirements in the Contract Order Form;
  - 6.2.4 which operate in accordance with, and otherwise comply with, their technical, functional, performance and other Specifications for the Drupal Services;
  - 6.2.5 which meet the requirements for the Drupal Services set out in the Statement of Requirements;
  - 6.2.6 in accordance with any reasonable direction given by an Agency in respect of a Contract or Finance in respect of the Head Agreement (but such a direction must not be inconsistent with the terms of that Contract or the Head Agreement); and
  - 6.2.7 which integrate with the relevant Agency's existing ICT infrastructure, if required under a Contract.
- 6.3 Without limiting the Statement of Requirements, the Contractor must ensure that each Contract Order Form (and resultant Contract) clearly specifies the outcomes required to be met for each Drupal Service.

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**Contractor as Reseller**

6.4 For clarity, if the Contractor is a Reseller in respect of any Drupal Services (or component of the Drupal Services):

- 6.4.1 the Contractor enters into the Head Agreement and any Contract in its own right, and not as agent for any other entity;
- 6.4.2 the Contractor is fully and directly responsible for meeting its obligations under the Head Agreement and any Contract (including the Service Levels);
- 6.4.3 no additional term or condition will apply to the supply of the Drupal Services by the Contractor unless expressly included in a Contract Order Form as permitted by the Head Agreement and this Module 1 (including clause 11); and
- 6.4.4 the Contractor is responsible for the Drupal Services that it supplies under a Contract as a Reseller, including in respect of any issues with the Drupal Services and management of the original vendor of the Drupal Services.

**Machinery of Government Changes**

6.5 The Contractor acknowledges and agrees that:

- 6.5.1 the composition, size, scope and operation of Agencies are subject to change, including because of amalgamation, restructuring, changes in functions, privatisation, the implementation of new or changed programmes, or directions from government ('**Machinery of Government Changes**');
- 6.5.2 if Finance or an Agency Notifies the Contractor of a Machinery of Government Change which impacts on the size, scope or operations of an Agency which is the subject of a Contract, then the Contractor must provide the Drupal Services in accordance with the changed arrangements; and
- 6.5.3 only to the extent that the flexibility in clauses is not already built into this Module or the relevant Contract (e.g. covered by variables in the Charges associated with any increase or decrease in volumes), the Contractor may propose a variation to the Contract to take into account any such changed arrangements. Any proposed amendments to a Contract must:
  - 6.5.3.1 equitably reflect the changes;
  - 6.5.3.2 be consistent with the existing cost, resource and pricing in the Contract;
  - 6.5.3.3 only include additional transition costs (if any) actually incurred by the Contractor as a result of the change, such as costs associated with the physical movement of infrastructure; and

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6.5.3.4 must not include any early termination charges or similar payments which would exceed the amount of any unavoidable costs payable by the Agency under **clause 44.9 of the Head Agreement**,

provided that the any amendments to the Contract must be agreed in accordance with **clause 36 of the Head Agreement**.

**7. ROLES AND RESPONSIBILITIES**

**The role of Finance**

7.1 In addition to Finance's role set out in **clause 3 of the Head Agreement**, Finance will:

- 7.1.1 administer the Product and Service Catalogue in accordance with **clause 9**;
- 7.1.2 manage membership of the Panel in accordance with this Module 1;
- 7.1.3 receive reports and otherwise collect information and data from the Contractor and other Panellists; and
- 7.1.4 oversee the performance of Contracts at a high level to ensure that the Commonwealth obtains the collective benefits to which it is entitled under this Module 1.

**Managing the Head Agreement**

7.2 The Finance Representative nominated in accordance with **clauses 37.5 and 37.6 of the Head Agreement** will be responsible for administration of the Head Agreement on behalf of Finance.

**Managing Module 1**

7.3 The Finance Panel Manager responsible for the administration of this Module 1 on behalf of Finance:

- 7.3.1 will be as nominated by Notice to the Contractor from time to time; and
- 7.3.2 at the Module Commencement Date is:

GovCMS Service Manager  
Department of Finance  
Phone: 02 6215 1583  
Email: [GovCMS@finance.gov.au](mailto:GovCMS@finance.gov.au)

7.4 The Contractor Panel Manager responsible for the administration of this Module 1 on behalf of Contractor:

- 7.4.1 will be as nominated by Notice to Finance from time to time; and

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7.4.2 named as the Primary Contact in *Module 1 – Attachment 2 (Drupal Services and Pricing) – Appendix A*.

**Managing a Contract**

7.5 The Contractor Representative and Agency Representative responsible for the administration of any Contract are as specified in a Contract.

**Provision of Dedicated Personnel**

7.6 The Contractor must appoint Key Persons to fill the roles of:

7.6.1 a Contractor Representative (as set out in **clause 37 of the Head Agreement**); and

7.6.2 a Contractor Panel Manager,

for all queries relating to the Panel, provision of the Drupal Services and support of the implementation of this Module 1.

7.7 The Contractor must ensure that the Contractor Panel Manager has relevant expertise and experience necessary to fulfil this role, and make the Contractor Panel Manager available as reasonably necessary to both Finance and Agencies throughout the Panel term.

7.8 The role of the Contractor Panel Manager is to:

7.8.1 be a dedicated person responsible for the day to day administration by the Contractor of the Panel, manage the Contractor's obligations in respect of the Panel (including its relationship with Finance), and must remain the single point of contact for Agency Representatives;

7.8.2 provide reports as requested by Finance or an Agency, and to meet the reporting requirements in the Statement of Requirements;

7.8.3 provide pricing and quotations as requested by Agencies;

7.8.4 respond to enquiries (excluding request for quote) within three (3) Business Days of the enquiry being received;

7.8.5 provide contact details to Finance and Agencies;

7.8.6 be available within Business Hours;

7.8.7 be the first escalation point for Finance to escalate issues the Agency may experience with the Contractor in respect of the Panel;

7.8.8 process the Contract Order Form within two (2) Business Days of the Contract being received from the Agency or such other time as is agreed with the Agency;

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- 7.8.9 report progress to the Agency as required (e.g. as the progress of Contract Order Forms); and
- 7.8.10 provide replacement Contractor Personnel with appropriate security clearances if required by the Agency.

**Panel Management Committee**

- 7.9 Finance may establish a committee (the **Panel Management Committee**), comprising Finance and other Agency representatives, to:
  - 7.9.1 review the operation of the Panel from time to time;
  - 7.9.2 facilitate discussions about issues and trends relevant to the Drupal Services; and
  - 7.9.3 review Panellists' compliance with Contracts and the Head Agreement.
- 7.10 The Contractor must, at no additional cost to Finance or any Agency:
  - 7.10.1 attend meetings of the Panel Management Committee as requested; and
  - 7.10.2 prepare and provide a high level report to the Panel Management Committee within 14 days of each anniversary of the Module Commencement Date or at such other times as may be required by Finance, which addresses:
    - 7.10.2.1 the overall value of work undertaken over the previous year since the last report provided by the Contractor, broken down by Agency;
    - 7.10.2.2 any subcontractor involvement; and
    - 7.10.2.3 any other relevant matters (including as specified by Finance from time to time).

**Annual Review**

- 7.11 At least once each year, Finance may, at its discretion, review the operation of this Module 1 and any Contracts with the Contractor under it. The Contractor must, at its cost:
  - 7.11.1 participate in the Annual Review as requested by Finance;
  - 7.11.2 provide such reports or other information as is reasonably requested for the Annual Review; and
  - 7.11.3 attend any meetings and answer any queries raised by Finance relevant to the Annual Review.

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**Ongoing Monitoring and Performance Reviews**

7.12 Without limiting any other provision in the Head Agreement or this Module 1, Finance will:

- 7.12.1 monitor and conduct periodic reviews of the Contractor's performance throughout the Module Period;
- 7.12.2 manage its relationship with the Contractor for the purposes of this Module 1; and
- 7.12.3 oversee the performance evaluation of other Panellists and the operation of the Panel.

7.13 Finance or an Agency may undertake a performance review of the Contractor at any stage, including:

- 7.13.1 when a Contract has ended;
- 7.13.2 prior to the start of any Module Option Period or any other option to extend specified in a Contract; and
- 7.13.3 when the Contractor has requested a price variation in accordance with the Head Agreement or this Module 1.

7.14 Finance will also ensure the effective, efficient, economical, and ethical use of the Panel.

7.15 Any review of the Contractor under this Module 1 (including the Annual Review) may cover any issues the Finance considers relevant, and may include consideration of:

- 7.15.1 the Contractor's compliance with the terms and conditions of the Head Agreement, this Module 1 and any Contract (including the Contractor's security, privacy, and confidentiality obligations and whether the Contractor has met all of the requirements for Drupal Services applicable to a Contract);
- 7.15.2 the Contractor's willingness to attend and participate in contract management meetings (including the nature of the Contractor's participation in those meetings);
- 7.15.3 whether the Contractor has met the reporting requirements specified in **clause 19**;
- 7.15.4 whether the Contractor is responding to an RFQ or REOI available to it under the Panel, even if the response is an indication that the Contractor cannot meet the requirements of an RFQ or EOI;
- 7.15.5 whether the Contract has met the high ethical standards required by the APS Values and Code of Conduct;

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- 7.15.6 the Contractor's performance against any Service Levels (e.g. response times);
- 7.15.7 the quality and timeliness of any response to any requests for Drupal Services issued to the Contractor;
- 7.15.8 the quality, efficiency and effectiveness of the Drupal Services provided by the Contract (e.g. the cost effectiveness or amount of rework required);
- 7.15.9 the effectiveness and skills of Contractor Personnel;
- 7.15.10 the effectiveness of any knowledge transfer (including in respect of relevant documentation and processes);
- 7.15.11 the timing and accuracy of invoices submitted by the Contractor;
- 7.15.12 the timing and accuracy of reports submitted by the Contractor; and
- 7.15.13 the timing in respect to payment of invoices as issued by Finance.

7.16 If appropriate to do so in the circumstances, Finance may seek feedback from the Contractor about the Contractor's performance and may consider that information when undertaking any review into the Contractor's performance under the Head Agreement, this Module 1 or a Contract.

**Other Governance Arrangements**

- 7.17 The Contractor and the Agency must meet at times reasonably nominated by the Agency to discuss any issues in relation to the performance of the Contractor or the provision of Drupal Services under a Contract. The Contractor must ensure that the Contractor Representative, and the Agency must ensure the Agency Representative, is reasonably available to attend such meetings and answer any queries relating to the provision of the Drupal Services raised by either party.
- 7.18 If requested by Finance, the Contractor must participate in other forums, reviews or meetings relevant to the Panel at its cost, including attendance at that forum, review or meeting and preparing reports or providing information as requested by Finance.

**8. STATEMENT OF REQUIREMENTS**

**Compliance of Drupal Services with the Statement of Requirements**

- 8.1 The Statement of Requirements as at the Module Commencement Date is set out in Attachment 4 to this Module 1.
- 8.2 Finance may, on a six (6) monthly basis (unless otherwise determined by Finance in its absolute discretion), amend the Statement of Requirements at any time, by giving Notice to the Contractor.
- 8.3 The Contractor must comply with the Statement of Requirements and must supply Drupal Services under a Contract in a manner which meets (or exceeds) the requirements in the Statement of Requirements.

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- 8.4 If the Contractor is or becomes aware at any time that a Drupal Service does not meet the Statement of Requirements, it must promptly Notify Finance.
- 8.5 The Contractor acknowledges and agrees that Finance may:
  - 8.5.1 without limiting Finance rights in **clause 43 of the Head Agreement** remove or suspend any Drupal Service from the Product and Service Catalogue which does not meet the requirements in the Statement of Requirements; and
  - 8.5.2 from time to time, invite Contractors to propose updates and additions of Drupal Services to the Product and Service Catalogue (within the Categories indicated in **Part B of this Attachment 2**) in accordance with **clause 9**.

**9. PRODUCT AND SERVICE CATALOGUE**

**Creation of the Product and Service Catalogue**

- 9.1 The Contractor acknowledges that Finance has created, or will create, a Product and Service Catalogue which sets out the details of the Contractor's Drupal Services that the Contractor is entitled to offer to supply to Agencies pursuant to this Module 1 in addition to, and consistent with, the requirements set out in the Statement of Requirements.
- 9.2 For each of the Drupal Services that the Contractor is entitled to supply to Agencies pursuant to this Module, the Product and Service Catalogue will set out:
  - 9.2.1 the Specifications;
  - 9.2.2 any warranty provisions, including the Warranty Period;
  - 9.2.3 the applicable Service Levels; and
  - 9.2.4 the applicable Charges.

- 9.3 The Contractor grants to Finance a licence to include information about its Drupal Services in the Product and Service Catalogue, including Charges, Specifications, warranty provisions, and logos, and Finance reserves the right to make this information publicly available, including on the GovCMS website [www.govcms.gov.au](http://www.govcms.gov.au). For clarity, information included in the Product and Service Catalogue is not Confidential Information.

**Revisions to the Product and Service Catalogue**

- 9.4 Finance may on a six (6) monthly basis (unless otherwise determined by Finance in its absolute discretion):
  - 9.4.1 invite the Contractor (and other Panellists) to:
    - 9.4.1.1 propose updates of new or replacement Drupal Services for inclusion in the Product and Service Catalogue; and/or

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- 9.4.1.2 propose Drupal Services for Categories for which they are not already appointed;
- 9.4.2 conduct an evaluation of any updates or additions to the Product and Service Catalogue proposed by the Contractor (and other Panellists), including to evaluate their compliance with the Statement of Requirements; and
- 9.4.3 issue a revised Product and Service Catalogue containing such updates (including deletion or addition of Drupal Services) as Finance determines, in its absolute discretion, to be appropriate.

9.5 Finance may invite the Contractor and other Panellists under **clause 9.4.1** on such terms (including any requirements) as Finance thinks fit, and the Contractor must comply with those terms.

9.6 Notwithstanding **clause 9.4**, Finance may, at any time in its absolute discretion, conduct an open approach to the market for the purpose of adding new Drupal Services to the Product and Service Catalogue.

9.7 Upon receipt of an invitation from Finance pursuant to **clause 9.4.1**, the Contractor may:

- 9.7.1 propose to increase or decrease any of the Charges included in the Product and Service Catalogue for the relevant Category; or
- 9.7.2 propose an update or addition to the Drupal Services included in the Product and Service Catalogue or applicable Specifications for the relevant Drupal Service.

9.8 If, pursuant to **clause 9.7**, Finance receives a proposal from the Contractor to decrease any of the Charges included in the Product and Service Catalogue, it will amend the Product and Service Catalogue accordingly.

9.9 If, pursuant to **clause 9.7**, Finance receives a proposal from the Contractor to increase any of the Charges included in the Product and Service Catalogue that provides adequate reasons and documentation to justify the proposed adjustment to the Charges, it will assess that proposal and may:

- 9.9.1 decline to amend the Product and Service Catalogue if the current Charges had been offered by the Contractor as being fixed for a period which is continuing (as specified in the Product and Service Catalogue);
- 9.9.2 amend the Product and Service Catalogue as requested; or
- 9.9.3 remove the Drupal Service from the Product and Service Catalogue.

9.10 If, pursuant to **clause 9.7**, Finance receives a proposal from the Contractor to update, add or replace Drupal Services in the Product and Service Catalogue:

- 9.10.1 Finance will conduct an evaluation of the replacement or new Drupal Services, including whether they meet the requirements in the Statement

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of Requirements and whether they are offered for the same Charges as the replaced Drupal Service; and

9.10.2 Finance may:

9.10.2.1 agree to amend the Product and Service Catalogue entirely or partly as requested; or

9.10.2.2 decline to amend the Product and Service Catalogue.

For clarity, a proposal to amend the Specifications for a Drupal Service will be treated as a proposal to replace the existing Drupal Service with one with the amended Specifications.

9.11 The Contractor may submit a proposal to vary the Product and Service Catalogue at any time, but any such proposal will only be considered in accordance with **clauses 9.7 to 9.10** and the Product and Service Catalogue will not be varied more often than six (6) monthly unless otherwise determined by Finance in its absolute discretion.

9.12 The Contractor must, in response to any request from Finance, identify any additional requirements or items that Agencies would need to meet or purchase to achieve full functionality of its Drupal Services referred to in the Product and Service Catalogue.

**10. SUPPLY OF DELIVERABLES**

**Supply of Drupal Services**

10.1 The Contractor must supply the Drupal Services at the times and places and in the manner specified in the Contract Order Form, or as otherwise reasonably directed by the Agency.

10.2 Unless otherwise specified in the Contract Order Form, the obligation to supply Drupal Services in accordance with **clause 10.1** includes the obligation to:

10.2.1 deliver, install and implement (including configure if required given the Agency's infrastructure) any Software required to be provided in accordance with the Contract Order Form; and

10.2.2 ensure that any Software required to be provided in accordance with the Contract Order Form, when installed and implemented, for the Warranty Period and for such other additional time as it is maintained under a Contract, provides the functions and meets the performance and other requirements of the relevant Specifications and Documentation.

10.3 The parties acknowledge and agree that:

10.3.1 the Drupal Services, or components of the Drupal Services, may be or incorporate Software or Cloud Services;

10.3.2 the Contractor may provide the Software or Cloud Services itself, or the Software or Cloud Services may be provided as Agency Supplied Items (and clause 20 will therefore apply).

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**10.4 The Contractor:**

- 10.4.1 acknowledges and agrees that it is fully responsible for the Drupal Services (and all components of the Drupal Services), despite whether the Contractor is a Reseller of those Drupal Services or those Drupal Services are Agency Supplied Items;
- 10.4.2 must ensure that any terms that apply to the Drupal Services (including any Vendor Terms) are acceptable to the Agency;
- 10.4.3 must ensure that the Agency has the licence and usage rights for the Drupal Services as described in this Module 1 and the applicable Contract;
- 10.4.4 must cooperate with any third party as relevant to the Contract and the Drupal Services in the manner described in clause 18.4, the applicable Contract or as otherwise required by the Agency; and
- 10.4.5 must comply with any terms and arrangement applicable to the Drupal Services that are provided as Agency Supplied Items.

**11. CLOUD SERVICES**

**11.1** This clause 11 applies to all Cloud Services supplied by the Contractor under a Contract.

**Usage rights**

**11.2** Subject to the metrics specified in the Contract, the Contractor grants to the Agency for the term of the applicable Contract, in respect of the Cloud Services, a right to:

- 11.2.1 use and access the Cloud Services:
  - 11.2.1.1 from the Agency's environment, the Agency's system, or a platform made accessible to users by the Agency; and
  - 11.2.1.2 by any authorised Agency users (including employees, agents, contractors, and if specified in a Contract, the public for the Agency's portfolio purposes) authorised by the Agency;
- 11.2.2 permit configuration of the Cloud Services to the extent necessary to enable them to be used on the Agency's system, or website;
- 11.2.3 test, evaluate and confirm the suitability (acceptance), compliance with service levels and operation of the Cloud Services; and
- 11.2.4 assign the rights in this clause 11.2 to other Agencies if those Agencies require:
  - 11.2.4.1 the Contractor's Cloud Services as a result a change in the responsibilities or status of the Agency; or

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11.2.4.2 access to and use of the Cloud Services in accordance with a shared tenancy arrangement, if specified in a Contract.

11.3 The usage rights in clause 11.2 apply to and for the whole term (including any extensions) of the Contract and continue for that term regardless of the expiry of the Head Agreement.

**Vendor Terms**

11.4 Any Vendor Terms included in a Contract (including through any third party terms applicable to the Cloud Services or to a component of the Cloud Services included or provided as part of a Cloud Service, licensing or usage statement, shrink or click wrap agreement, external link, hyperlink, website, documents or other item) that seek to:

11.4.1 be incorporated into or add to any requirements of the Head Agreement or a Contract;

11.4.2 create any legal liability for an Agency and any user of the Cloud Services;

11.4.3 change the liability of an Agency to the Contractor or any third party from the position in the Contract;

11.4.4 permit the Contractor to unilaterally change the Contract, unless the change has no material effect on the Cloud Services quality, availability, functionality, privacy, or security;

11.4.5 impose additional costs or charges, that are not expressly set out in the Contract;

11.4.6 apply charges that are inconsistent with or are not calculated in accordance with the Head Agreement or the contract;

11.4.7 limit the support, service levels, or security requirements, applicable to the Contract;

11.4.8 apply licence or usage rights or metrics, or vary any licence or usage rights or metrics, for the Cloud Services (other than those permitted by any intellectual property rights and specified in the Contract); or

11.4.9 reduce or limit any rights the Agency would otherwise have under the terms of the Contract, including any right for the Agency to:

11.4.9.1 terminate the Contract;

11.4.9.2 recover damages for breach;

11.4.9.3 include any additional grounds for the Contractor to terminate the Contract or any licences granted pursuant to the Contract; or

11.4.9.4 include any additional rights for the Contractor or third parties to access the Agency's premises or systems,

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do not apply except as provided in clause 11.5.

- 11.5 Vendor Terms within the scope of clause 11.4 may be included in a Contract but only to the extent that:
  - 11.5.1 the restrictions in the Vendor Terms are expressly specified in the Contract; and
  - 11.5.2 Finance or the Agency has expressly approved those Vendor Terms.
- 11.6 Clauses 11.4 and 11.5 also apply to:
  - 11.6.1 any terms and conditions (however included) which have been included in the Product and Service Catalogue for Cloud Services which are required to be provided under a Contract (including terms in a document referenced or linked to details included in the Product and Service Catalogue or the Contract);
  - 11.6.2 any variations to a Contract; and
  - 11.6.3 any amendments to the Vendor Terms.
- 11.7 Without limiting this clause 11, terms that a user is required to accept (for example, by clicking 'I agree' or commencing use of the Cloud Service(s)), are not included in any Contract and are not enforceable.

**12. SOFTWARE**

- 12.1 This **clause 12** applies to all Software supplied by the Contractor under a Contract. This clause does not apply to Software that is New Material because Intellectual Property Rights in that Software are owned by the Agency. The Agency may exercise full ownership rights in respect of New Material and, to the extent that New Material is part of or incorporates Software that is Existing Material, the Contractor grants to the Agency the rights in this clause 12.

**Licence rights**

- 12.2 Without limiting **clause 14 of the Head Agreement**, the following provisions apply to Software supplied under a Contract (that is not New Material):
  - 12.2.1 The licence of Software to Agencies includes the right to:
    - 12.2.1.1 install the Software;
    - 12.2.1.2 configure, adapt and modify the Software, to the extent necessary to enable it to be used on or with the Agency's infrastructure;
    - 12.2.1.3 use and communicate each part of the Software, in either hard copy, softcopy or online;

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- 12.2.1.4 use the Software for any purposes of the Agency, including the purposes of that Agency later on providing services to other Agencies, whether on a paid or unpaid basis, as part of a Shared Services Arrangement; and
- 12.2.1.5 sub-lisence or assign its licensed rights under a Contract to a third party to enable that third party to provide services to the Agency, provided that the Agency secures an undertaking from the third party to use the Software in accordance with the Agency's licensed rights. For clarity, the Contractor's consent is not required for any such sub-lisence or assignment.
- 12.2.2 The licence of Software to Agencies must not contain any additional term or condition which:
  - 12.2.2.1 limits or reduces the licences granted by the Contractor or otherwise restricts or prohibits the Agency from using the Software in a way that would otherwise be inconsistent with the Contract;
  - 12.2.2.2 increases the Charges, requires the Agency to obtain any other Software from the Contractor or any third party, or increases the Agency's liability to the Contractor or third parties in any way;
  - 12.2.2.3 reduces or limits any other rights the Agency would otherwise have under the Contract, including any right of termination or ability to recover for damages, or includes any additional grounds for the Contractor to terminate the Contract or the licences granted by this Contract;
  - 12.2.2.4 includes any additional rights for the Contractor or third parties to access the Agency's premises or systems;
  - 12.2.2.5 limits the liability that the Contractor or any third party would otherwise have under this Contract or at law, whether to the Agency or a third party;
  - 12.2.2.6 limits or reduces any undertakings, guarantees or warranties given by the Contractor or any third party under this Contract or which releases the Contractor or any third party from any liability beyond that already contemplated under the Contract; or
  - 12.2.2.7 is inconsistent with any other provision of the Head Agreement (including this Module 1) or less favourable (in a non-trivial respect) to the Agency,

and any term or condition which purports to do any of these things will be of no effect.

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**Restrictions on use**

12.3 The Agency agrees, except to the extent permitted by the Contract, the terms of any applicable Open Source Software licence, or applicable Law:

- 12.3.1 not to decompile, disassemble, reverse engineer or otherwise attempt to derive the Software source code from object code;
- 12.3.2 not to sell, rent, lease, license, sublicense, display, time share or otherwise transfer the Software to, or permit the use of the Software by, any third party;
- 12.3.3 not to remove any copyright or proprietary notice from the Software;
- 12.3.4 to use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Software; and
- 12.3.5 to maintain a log of the number and location of all originals and copies of the Software,

and to require its subcontractors and Personnel to whom the Software is made available by the Agency to also comply with the requirements of this clause.

**Open Source Software**

12.4 To the extent that the Software, or any part of the Software, is Open Source Software or is otherwise licensed under an Open Source Software arrangement:

- 12.4.1 the terms of the open source licence will apply to the Open Source Software component of the Software; and
- 12.4.2 the provisions of the open source licence will prevail over the terms in this Module 1 to the extent of any inconsistency.

12.5 The parties agree that the fact that any Software is provided under an Open Source Software arrangement does not affect or limit the Contractor's obligations to ensure that all Software complies with any applicable Specifications and requirements in this Module 1.

12.6 The Contractor must ensure that it:

- 12.6.1 complies with the terms of any applicable Open Source Software licence;
- 12.6.2 provides the Drupal Services in a manner that is consistent with the terms of any applicable Open Source Software licence;
- 12.6.3 does not, and the Drupal Services do not, put the Contractor or the Agency in breach of the terms of any applicable Open Source Software licence; and
- 12.6.4 provides the Agency with all relevant information necessary for the Agency to comply with its obligations under the terms of the applicable Open Source Software Licence.

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12.7 Unless otherwise specified in the Contract Order Form:

- 12.7.1 the Contractor must provide all New Material to the Agency and provide a register of all New Material created under a Contract for the Agency's records; and
- 12.7.2 an Agency is not required to pay the Contractor the final amount due under the Contract until the Contractor has met its obligation under **clause 12.7.1**.

**Specific Warranties for Software**

12.8 The Contractor is wholly responsible for the quality of the Drupal Services and, in addition to other warranties in the Contract, warrants that:

- 12.8.1 the Software will comply with the Specifications and Documentation;
- 12.8.2 the Software and Documentation will be complete, accurate and free from material faults in design; and
- 12.8.3 the media on which the Software is furnished will be, under normal use, free from defects in materials, design and workmanship and Harmful Code.

**13. DRUPAL SERVICES**

**General**

13.1 This **clause 13** applies to all Drupal Services supplied by the Contractor under a Contract.

13.2 The Contractor must provide all Drupal Services:

- 13.2.1 which meet the Statement of Requirements, the Product and Service Catalogue, and any additional requirements in the Contract Order Form; and
- 13.2.2 in accordance with the Contract.

13.3 The Contractor must:

- 13.3.1 provide suitably qualified and experienced Personnel to perform the Drupal Services;
- 13.3.2 manage all stages of the supply of the Drupal Services;
- 13.3.3 take timely and corrective action where the Drupal Services are not being performed in accordance with the requirements of the Contract; and
- 13.3.4 record actions taken to correct any deficiencies in the Drupal Services.

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**Personnel**

13.4 In addition to the Personnel requirements set out in **clause 12 of the Head Agreement**, the Contractor must provide the Drupal Services:

- 13.4.1 using the Personnel, including the Key Persons (if any), specified in the Contract Order Form;
- 13.4.2 with due skill and care and to the best of the Contractor's knowledge and expertise; and
- 13.4.3 in accordance with any requirements in the Contract Order Form.

13.5 On request, the Contractor must provide to the Agency in writing the personal particulars and details of relevant qualifications and experience of all Personnel, including any Key Personnel, that the Contractor proposes will provide Drupal Services.

13.6 Each person the Contractor proposes under **clause 13.4** must, prior to their entry onto Agency premises or involvement in performing the obligations under the Contract:

- 13.6.1 hold a security clearance at the level required by the Agency, details of which will be specified in the Contract; and
- 13.6.2 be authorised by Notice from the Agency to:
  - 13.6.2.1 enter secure areas in the Agency's buildings;
  - 13.6.2.2 work with the Agency's Personnel for extended periods; and
  - 13.6.2.3 have access to or be responsible for the physical custody of official, classified, sensitive or commercial information, or documents or valuable assets belonging to the Agency, the Commonwealth of Australia or a third party.

**Specific warranties for Drupal Services**

13.7 The Contractor warrants that:

- 13.7.1 it and its Personnel, including any Key Persons, have the necessary experience, skill, knowledge, qualifications and competence to perform the Drupal Services, including as set out in this Module 1 and the Product and Service Catalogue;
- 13.7.2 the Drupal Services will be provided efficiently, competently and to the highest professional standards;
- 13.7.3 the Contractor will, in the provision of the Drupal Services generally, and in accordance with any specific requirements included in the Contract Order Form, facilitate an effective transfer of skills and knowledge to the Personnel of the Agency so that those Personnel can make full use of the Drupal Services and any associated Documentation; and

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13.7.4 if the Drupal Services require the provision of the Contractor's Personnel to perform tasks at the direction of the Agency's Personnel, the Contractor's Personnel will perform the tasks in accordance with any such directions and the Contractor will provide timesheets to the Agency Representative that substantiate the time spent performing tasks required under the Contract.

**External equipment and services**

13.8 The Contractor acknowledges and agrees that an Agency may have acquired services or an item of equipment outside of the Panel and that the Agency may, in its sole discretion:

- 13.8.1 require the Contractor to provide Drupal Services in respect of such services or an item of equipment in accordance with the terms of a Contract; or
- 13.8.2 continue to engage a third party (who may or may not be a Panellist) to provide support for such services or items of equipment.

13.9 In providing the Drupal Services contemplated by **clause 13.8**, the Contractor must ensure that it does not invalidate any warranties provided by any third party supplier or manufacturer or original licensor of the item of equipment or software.

**14. DOCUMENTATION**

14.1 The Contractor must supply Documentation for the Drupal Services as specified in the Contract and in accordance with the standards and codes required under **clause 17**.

14.2 The Contractor must give the Agency electronic access to up-to-date, complete and accurate Documentation including Documentation that the Contractor usually makes available free to its best customer for the Drupal Services required to be supplied under a Contract.

14.3 The Contractor must provide the Documentation:

- 14.3.1 in accordance with the applicable Contract;
- 14.3.2 upon supply of the Drupal Services to the Agency or promptly after a variation to the Documentation;
- 14.3.3 at no additional cost to the Agency; and
- 14.3.4 in both hard copy and in a consolidated electronic form that is readable by generally available Software products.

14.4 The Contractor must ensure that the Documentation:

- 14.4.1 contains sufficient information to enable the Agency to have full use, operation and maintenance of the Drupal Services;
- 14.4.2 is current, accurate and consistent with the Specifications;

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- 14.4.3 is of a professional standard in terms of its presentation, accuracy and scope;
- 14.4.4 adequately explains key terms and symbols; and
- 14.4.5 is in English.

14.5 If any Documentation is revised or replaced for any reason during the Contract Period, or needs to be revised or replaced to update it or to correct inaccuracies, the Contractor must give the Agency access to revisions or replacements at no additional cost to the Agency.

14.6 Agency Personnel may use the Documentation for any use in conjunction with the use of the Drupal Services including undertaking other tender processes, maintenance and support activities, internal training activities associated with the Drupal Services and auditing or reviewing the Contractor's performance under the Contract.

14.7 The Contractor grants to the Agency the applicable licences in respect of the Documentation as set out in the Head Agreement, this Module 1 and the Contract.

**15. SECURITY REQUIREMENTS**

**General**

15.1 In addition to the security requirements set out in **clause 22 of the Head Agreement**, the Contractor must comply with, and must ensure that Contractor Personnel comply with, all relevant security procedures or requirements, including:

- 15.1.1 the requirements for security specified in the Statement of Requirements, if any;
- 15.1.2 as applicable, the PSPF, Protective Security Manual, the Information Security Manual and the Defence Security Manual;
- 15.1.3 other security requirements as specified in the Contract; and
- 15.1.4 any other security requirements Notified to the Contractor by Finance or the Agency (and the Contractor must comply with such a security procedure or other security requirement immediately if directed by Finance or the Agency or, if no direction is issued, within a reasonable time, having regard to the nature of the requirement).

15.2 The Contractor must Notify Finance and the Agency of any potentially relevant security procedure or other security requirement of Finance or the Agency of which it is aware and which is not the subject of a requirement under **clause 15.1**.

**Security Clearances**

15.3 The Contractor must ensure that the Contractor and its Contractor Personnel hold the level of security or access clearance required for the Contractor and its Contractor Personnel in respect of the performance of a particular Contract as specified in a Contract.

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- 15.4 Without limiting **clause 15.3**, the Agency may, from time to time, Notify the Contractor of the level of security or access clearance required for Contractor Personnel in respect of the performance of a particular Contract, and of the date from which, or the period during which, that clearance will be required and the Contractor must comply with, and ensure that Contractor Personnel act in accordance with, that Notice.
- 15.5 The Contractor is responsible for all costs associated with obtaining security clearances.
- 15.6 If the Agency denies access to or requests removal of any Contractor Personnel on the basis that they have failed to obtain or ceased to hold the level of security or access clearance required by **clause 15.3** or by a Notice issued in accordance with **clause 15.4** within the time specified in the Notice, the Contractor must provide suitable replacement Contractor Personnel in accordance with **clause 12 of the Head Agreement**.

**Protection of Agency information**

- 15.7 The Contractor must not, and must ensure that Contractor Personnel do not, without the Agency's prior written consent:
  - 15.7.1 remove Agency data or allow Agency data to be removed from the Agency's premises; or
  - 15.7.2 remove Agency data or allow Agency data to be removed from the Contractor's premises; or
  - 15.7.3 take Agency data or allow Agency data to be taken, accessed, stored or transmitted by any means outside of Australia.
- 15.8 The Agency may impose conditions on any consent provided under **clause 15.7** and the Contractor must comply with those conditions.
- 15.9 The Contractor must Notify Finance and the Agency as soon as practicable, and must comply with all directions of Finance or the Agency, if the Contractor becomes aware of any contravention of the Agency's data security requirements.
- 15.10 The Contractor acknowledges and agrees that:
  - 15.10.1 the Agency holds and deals with highly sensitive information;
  - 15.10.2 Finance and the Agency are concerned that such information is not improperly used or disclosed contrary to the Head Agreement, a Contract or any Laws; and
  - 15.10.3 use or disclosure of such information contrary to this Module or a Contract may constitute a breach to which **clause 44 of the Head Agreement** applies.

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**Technology Threats**

15.11 The Contractor must comply with all requirements specified in the Contract Order Form in relation to the protection of data or Materials, including any anti-virus and firewall requirements (their installation, operation and maintenance) and obligations to back-up data or Materials.

**Harmful Code**

15.12 The Contractor represents and warrants that it will not, nor will it suffer or permit its Personnel or any third party under its direction or control to, negligently or wilfully introduce into an Agency's systems, or any Drupal Services, any Harmful Code. If any Harmful Code is introduced (whether as a result of a breach of the Contractor's warranty or not), the Contractor must:

- 15.12.1 as soon as practicable report that introduction to the Agency;
- 15.12.2 take all necessary action to eliminate the Harmful Code; and
- 15.12.3 promptly repair any harm, damage or destruction caused by that Harmful Code (subject to any direction by the Agency). This repair must be at the Contractor's cost if the Harmful Code was introduced in breach of the Contractor's warranty.

**Data Protection**

15.13 The Contractor must:

- 15.13.1 ensure that all Material and information (**Agency Material**), in respect of which the Contractor has custody or control for purposes connected with a Contract, or which is accessed, transmitted or stored using or on the Contractor's information systems or equipment under a Contract:
  - 15.13.1.1 is protected at all times from unauthorised access or use by a third party, and from misuse, damage or destruction by any person; and
  - 15.13.1.2 has protective measures, including but not limited to administrative, physical, and technical safeguards, that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Agency Material; and
  - 15.13.1.3 if requested in a Contract Order Form, the Contractor must maintain and provide to Finance and the Agency on request an audit log of access to Agency Material;
- 15.13.2 ensure that Finance and the Agency are advised of any unauthorised remote access to Finance's or the Agency's systems and ensure that remote access is strictly limited to access:

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- 15.13.2.1 approved by Finance or the Agency; and
- 15.13.2.2 in accordance with the Head Agreement, this Module 1, or a Contract;
- 15.13.3 ensure that remote access does not damage, alter or destroy Finance or a Agency's systems;
- 15.13.4 ensure that if Agency Material is stored in or transferred, with the consent of the Agency in accordance with **clause 15.7**, to any location outside of Australia (including through the remote access or control of any server or other hardware or software) access is restricted to those Contractor Personnel with the appropriate authorisations who have a need for such access, and that access is limited to the minimum access necessary to enable the Contractor to comply with its obligations under a Contract;
- 15.13.5 Notify Finance and the Agency immediately (or as soon as practicable in the circumstances) in the event of any requests from foreign governments or agencies for access to any Agency Material (unless such notification is prohibited by Law) and attempt to redirect any foreign government or agency requesting access to Agency Material to request the access directly from the Agency; and
- 15.13.6 inform the Agency, and when required, Finance, by telephone as soon as possible after it becomes aware of any Security Incident, and as soon as practicable (and at least within 5 Business Days) confirm the details by Notice in writing. In the event of any Security Incident, the Contractor must comply with all directions of the Agency to resolve the incident, which may include directions about:
  - 15.13.6.1 Notifying the Australian Cyber Security Centre, or any other relevant body, as required by the Agency;
  - 15.13.6.2 obtaining evidence about how, when and by whom the Contractor's information system and/or the Agency Material has or may have been compromised, providing it to the Agency on request, and preserving and protecting that evidence for a period of up to 12 months;
  - 15.13.6.3 implementing any mitigation strategies to reduce the impact of the Security Incident or the likelihood or impact of any future similar incident; and
  - 15.13.6.4 preserving and protecting Agency Material (including as necessary reverting to any backup or alternative site or taking other action to recover Agency Material).

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**16. EXPORT APPROVALS**

16.1 The Contractor must:

- 16.1.1 where necessary, obtain all necessary valid export licences or other approvals to meet the requirements of a Contract;
- 16.1.2 provide, on request by the Agency, a copy of any licence, or proof that such licence or approval has been obtained;
- 16.1.3 Notify the Agency in writing within ten (10) Business Days of becoming aware of the refusal, revocation or any qualification of any export licence or other approval; and
- 16.1.4 comply with any reasonable direction of the Agency on how the Agency proposes to deal with any issue under this **clause 16**.

**17. STANDARDS, POLICIES, REFERENCES AND CODES**

17.1 The Contractor must, in supplying Drupal Services, comply with:

- 17.1.1 the Major Applicable Standards, Policies and References and must ensure that the supply of the Drupal Services is consistent with, and does not put an Agency in breach of, the Major Applicable Standards, Policies and References;
- 17.1.2 any applicable environmental or other Commonwealth policies which are Notified to the Contractor by Finance or an Agency from time to time;
- 17.1.3 any additional standards specified in the Contract Order Form;
- 17.1.4 if there are no standards specified in the Contract Order Form, any applicable Australian or New Zealand standards that are consistent with the Specifications (or if there are no applicable Australian or New Zealand standards, any applicable international standards that are consistent with the Specifications); and
- 17.1.5 any industry codes or best industry practice methodologies specified in the Contract Order Form.

17.2 The Contractor must perform its obligations under a Contract in such a way that the Agency is able to participate in any necessary inspections of work in progress and tests or evaluations of the Drupal Services, and is able to maintain full use of the Drupal Services for the purposes for which they are delivered without being in breach of any workplace health and safety Laws.

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**18. DELIVERY MANAGEMENT**

**Project management**

- 18.1 The Contractor is responsible for project management and for undertaking all tasks, including planning and management, required to meet the Contractor's obligations under the Contract.
- 18.2 The Contractor must comply with any project management requirements specified in a Contract Order Form.

**Cooperation by the Contractor**

- 18.3 In the performance of its obligations under a Contract, the Contractor must, at no additional cost to the Agency:
  - 18.3.1 fully cooperate with the Agency Personnel; and
  - 18.3.2 use its best efforts to coordinate its activities so as to support and facilitate, in the Agency's best interests, the timely and efficient completion of all work and other activities to be performed for the Agency by any person.
- 18.4 In the performance of its obligations under this Module or a Contract, the Contractor must, at no additional cost to the Agency, fully cooperate with third party contractors including Panellists appointed by the Agency who supply the same, similar or other products to the Agency (**Third Parties**) including to:
  - 18.4.1 work together in a collaborative manner, co-operatively and productively with Third Parties (including providing all reasonable co-operation and assistance requested by Third Parties):
    - 18.4.1.1 to meet an Agency's business requirements, agreed objectives and obligations under this Module or any Contract;
    - 18.4.1.2 so that Agencies receive a seamless, end-to-end service within a potentially multi-contractor environment; and
    - 18.4.1.3 so that Agencies are not adversely affected by Drupal Services being provided from multiple sources;
  - 18.4.2 establish working relationships with Third Parties, including as necessary, through clarifying responsibilities, objectives, expectations, requirements and priorities with Third Parties;
  - 18.4.3 develop efficient communications with Third Parties including proactively communicating and sharing information with Third Parties in a meaningful, timely and contractually sensitive and compliant manner;
  - 18.4.4 use any co-operation processes and procedures or engagement models specified by Finance or an Agency from time to time and seek to improve these processes, procedures and models over time to improve the performance of the Contractor and other Panellists;

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- 18.4.5 know and understand the responsibilities of Third Parties that interact with the Contractor;
- 18.4.6 be flexible and efficiently, ethically and professionally deal with and act towards Third Parties to address any changes to an Agency's business over time;
- 18.4.7 work with the Agency and Third Parties to solve issues with Third Parties in an efficient, effective and ethical manner prior to instituting a Dispute in relation to those issues with Third Parties;
- 18.4.8 use nominated tools and processes or interface with other Third Parties' tools or processes as required by any Contract; and
- 18.4.9 ensure relevant security requirements are adhered to at all times.

**Extension of Time**

- 18.5 The Contractor must, on becoming aware that it will be unable to meet a Milestone or any other obligation under the Contract, promptly Notify the Agency and provide details of the cause of the anticipated delay or failure and of the Contractor's proposal for managing the delay.
- 18.6 Without limiting the parties' obligations to minimise and manage risk in accordance with the Contract (including in accordance with any risk management methodology agreed by the parties in accordance with the Project Plan), if the Contractor is delayed in the provision of the Drupal Services and the event giving rise to the delay:
  - 18.6.1 is beyond the Contractor's reasonable control;
  - 18.6.2 could not have reasonably been contemplated by the Contractor; or
  - 18.6.3 is caused by the Agency,

the Contractor may request an extension of time for the provision of the Drupal Services in accordance with the variation procedures in **clause 36 of the Head Agreement**.

- 18.7 If the Agency agrees to any extension of time, the parties will vary the Contract in accordance with the variation procedures in **clause 36 of the Head Agreement**.

**19. REPORTING**

- 19.1 In addition to the requirements in **clause 27 of the Head Agreement**, the Contractor must provide the reports specified in the Statement of Requirements.

**20. ASSISTANCE BY THE AGENCY**

**Agency Supplied Items**

- 20.1 The Agency must provide any Agency Supplied Items specified in the Contract Order Form.

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20.2 The Agency Supplied Items remain the property of the Agency. The Contractor must return all Agency Supplied Items that are no longer required for the purposes of the Contract to the Agency as soon as practicable (unless other arrangements are agreed in writing by the parties).

20.3 The Contractor must:

- 20.3.1 not do any of the following without the prior written approval of the Agency:
  - 20.3.1.1 use or allow others to use any Agency Supplied Item other than for the purposes of the Contract;
  - 20.3.1.2 part with possession or custody of any Agency Supplied Items;
  - 20.3.1.3 create or allow the creation of any lien, charge or mortgage over any Agency Supplied Item;
  - 20.3.1.4 modify any Agency Supplied Items; or
  - 20.3.1.5 remove Agency Supplied Items from the Agency's premises or facilities;
- 20.3.2 take all reasonable care of all Agency Supplied Items including accounting for, preserving, installing, storing or handling of Agency Supplied Items;
- 20.3.3 promptly inform the Agency of any loss, destruction or damage to any Agency Supplied Items and, if requested by the Agency and to the extent that such loss, destruction or damage has been caused by the fault of the Contractor or Contractor Personnel, as soon as practicable replace the Agency Supplied Items at no cost to the Agency;
- 20.3.4 comply with any reasonable instructions of the Agency for preserving, forwarding or disposing of any damaged Agency Supplied Items at its own cost provided that such damage has been caused by the fault of the Contractor or Contractor Personnel; and
- 20.3.5 indemnify the Agency for any loss or destruction of, or damage to, any Agency Supplied Items of a tangible nature caused by any act or omission of the Contractor or Contractor Personnel.

**Agency Assistance**

20.4 The Agency will:

- 20.4.1 make available, as reasonably requested by the Contractor, any management decisions, information and approvals that are reasonably necessary for the Contractor to perform or provide the Drupal Services; and
- 20.4.2 provide to the Contractor any accommodation, facilities, equipment, furnishings, fixtures, support and other assistance specified in the Contract Order Form.

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20.5 The Contractor must comply with any terms set out or referred to in the Contract Order Form, or Notified by the Agency, in relation to any provision of accommodation, facilities, equipment, furnishings, fixtures, support or other assistance by the Agency.

**Access to Agency Site**

20.6 The Agency must cooperate with the Contractor by providing access to its premises and facilities as provided in the Contract Order Form to the extent reasonably necessary (during Business Hours on Business Days) so as to enable the Contractor to perform or provide the Drupal Services.

20.7 The Contractor must, if using or accessing the Agency's premises and facilities, comply with all reasonable directions and procedures, including documented procedures relating to workplace health and safety and security, in effect at those premises or facilities, whether Notified to the Contractor or as might reasonably be inferred from the circumstances.

20.8 In addition to the requirements of **clause 20.7**, the Contractor agrees that when accessing the Agency's premises and facilities, it will comply with all applicable Commonwealth, State and local government Laws, regulations and procedures relating to workplace health and safety.

20.9 Access to the Agency's premises and facilities may be temporarily denied or suspended by the Agency, at its sole discretion. If access is temporarily denied or suspended by the Agency (except in circumstances when access is temporarily denied or suspended due to an investigation into the conduct of the Contractor's Personnel), the Contractor will be entitled to an extension of time to complete any obligations which are directly and adversely affected by the denial of access. Without limiting the foregoing, the Agency will, following a temporary denial or suspension of access, permit a resumption of access as soon as practicable.

20.10 To the extent specified in Contract Order Form, the Agency will be responsible for preparation of its premises and/or facilities to enable the Contractor to perform or provide the Drupal Services.

**21. PERFORMANCE MANAGEMENT FRAMEWORK**

**Performance Management Framework**

21.1 This performance management framework is designed to:

- 21.1.1 focus the Contractor on achievement of the outcomes required for the Drupal Services;
- 21.1.2 measure and track the Contractor's performance against the requirements for Drupal Services; and
- 21.1.3 assist the Agency to manage the Contractor's delivery of the Drupal Services.

21.2 The Contractor must provide the Services in such a manner so as to meet or exceed applicable Service Levels.

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- 21.3 The Contractor must provide all of the Drupal Services against Service Levels and otherwise to meet its obligations under this performance management framework. All activities and costs associated with this performance management framework are included in the Charges.
- 21.4 The Service Levels and Service Credits set out in this Module 1 and any Contract and referenced in this performance management framework are intended to provide a simple mechanism for dealing with day to day issues under Contract. Nothing in this performance management framework, the Service Levels and Service Credits, is intended to limit, derogate from or otherwise affect any other rights or remedies of the Agency.

**Service Level commencement**

- 21.5 The Service Levels commence on the Contract Start Date.

**Measuring performance**

- 21.6 The Service Levels may:
  - 21.6.1 include a combination of qualitative and quantitative performance measures; and
  - 21.6.2 are intended to be measured from a business outcome perspective or (for Service Levels related to the operation of deliverables) from an end user perspective.
- 21.7 The Contractor must:
  - 21.7.1 measure and report on its performance against that Service Level in accordance with this **clause 21** or the Contract; and
  - 21.7.2 provide further information to substantiate the Contractor's reported performance as requested by the Agency.
- 21.8 At a minimum, the Contractor's reports on its performance against the Service Levels must include sufficient detail for the Agency to consider each of the Contractor's specific Service Level failures.

**Drill down reviews**

- 21.9 A drill down review is a review of the root causes of a failure by the Contractor to meet a Service Level, including:
  - 21.9.1 the Drupal Service(s) affected by the failure;
  - 21.9.2 the reasons or 'root cause' for the failure;
  - 21.9.3 any related contributing factors;
  - 21.9.4 the impact and business criticality of the failure;

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- 21.9.5 any trend analysis regarding reasons for the failure and any repetition of the issue; and
- 21.9.6 options for corrective actions to rectify or address the failure.

21.10 A corrective action means an action or plan to rectify and address performance issues, or to improve performance. Corrective actions may include joint actions with the Agency or other providers.

21.11 If the Contractor does not achieve the required level of performance for a Service Level in the applicable measurement period, the Contractor must:

- 21.11.1 consult with the Agency about whether a drill down review is required;
- 21.11.2 if requested by the Agency, conduct a drill down review in relation to that failure;
- 21.11.3 if requested by the Agency, provide a written drill down report (within the timeframe specified by the Agency) documenting the Contractor's findings from the drill down review; and
- 21.11.4 if requested by the Agency, implement corrective actions identified in the drill down review.

21.12 In preparing a drill down report, the Agency does not expect or desire that the Contractor will merely seek to pass responsibility for the performance issue to the Agency or any other provider. The Agency expects that the Contractor will cooperate with other providers to identify the cause of the issue and identify and implement corrective actions to rectify or address the performance issue.

21.13 The Contractor must report on its progress in implementing corrective actions as reasonably required by the Agency.

21.14 The Agency may request that information on a drill down review be provided as part of the monthly reporting requirements specified in **clause 19**.

**At risk amount and Service Credits**

21.15 If a Contract specifies that a Service Level applies, it will also specify the Service Credit that applies for a failure to achieve that Service Level. The Service Credit may be specified as a percentage of the total at risk amount.

21.16 If a Service Level applies and the Contractor fails to achieve that Service Level, the Contractor must calculate and report to the Agency any Service Credit associated with that failure.

21.17 The Agency may (at its discretion) elect to apply Service Credits to reduce the Charges payable, up to the at risk amount for the Contract. No Service Credit will be owing until the Agency elects to apply it. The Agency and Contractor may also agree that the Contractor will provide additional services up to the value of the Service Credit, in lieu of applying the Service Credit.

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21.18 The at risk amount specified in a Contract must not be less than 10% of the Charges payable in respect of Drupal Services provided under that Contract, for the period during which the Service Level is measured (eg monthly).

21.19 In exercising the Agency's discretion to apply a Service Credit, the Agency will take into account:

- 21.19.1 the number of times the Contractor's performance failed to meet the required performance for the Service Level;
- 21.19.2 the period since the last time the Contractor's performance failed to meet the required performance for the Service Level;
- 21.19.3 the extent to which the Contractor has undertaken corrective actions to rectify previous performance issues or otherwise invested effort to improve performance;
- 21.19.4 the extent to which the Contractor has worked cooperatively with the Agency and other providers to identify, analyse and rectify previous performance issues;
- 21.19.5 the margin by which the Contractor failed to meet the Service Level;
- 21.19.6 the extent to which the failure to achieve the Service Level impacted the Agency; and
- 21.19.7 other factors which the Agency considers are relevant.

21.20 If there is a disagreement or dispute between the Agency and the Contractor as to Agency's determination in relation to a Service Credit, the Agency may withhold the amount of the Service Credit until the disagreement or dispute has been settled.

**Changes to the Service Levels**

21.21 The parties must regularly review the appropriateness of the Service Levels and application of this performance management framework to ensure that they remain appropriate.

21.22 The Agency may vary this performance framework or the Service Levels and Service Credits that apply to a Contract (including by adding, deleting, or modifying the Service Levels, or the allocation of the at risk amount between Service Levels), in accordance with **clause 36 of the Head Agreement**.

**Service Levels**

21.23 The Service Levels for a Contract will be those set out in:

- 21.23.1 the Product and Service Catalogue; and
- 21.23.2 the Contract Order Form.

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**22. CHARGES**

**General**

- 22.1 The Charges for the Drupal Services will be as set out in the Product and Service Catalogue, as amended in accordance with the processes in **clause 9** above, unless a Contract Order Form specifies Charges which are less than the amount set out in the Product and Service Catalogue, in which case the Charges in the Contract Order Form will apply.
- 22.2 The terms and conditions in relation to the Charges which are specified in **Part C of this Attachment 2 to Module 1** will apply to a Contract.
- 22.3 The Charges for a Drupal Service specified in the Product and Service Catalogue are the maximum Charges payable by an Agency for that Drupal Service.

**Contract Charges following extension of the Initial Contract Term (clause 6.3 of the Head Agreement)**

The parties acknowledge and agree that, for the purposes of **clause 6.3 of the Head Agreement**:

- 22.3.1 a Contract may provide that, if the Agency extends the Initial Contract Period, the Charges that will apply for the extended period are lower than the Charges that apply immediately before the extension of the Initial Contract Period;
- 22.3.2 if lower Charges apply in accordance with a Contract, the parties do not need to vary the Contract in accordance with **clause 36 of the Head Agreement** to give effect to those lower Charges;
- 22.3.3 the lower Charges will take effect from the date specified in the Contract; and
- 22.3.4 to the extent that this clause modifies the Head Agreement, that modification:
  - 22.3.4.1 is deemed to be specified in the relevant Contract; and
  - 22.3.4.2 has been approved in writing by Finance by virtue of its inclusion in this Module.

**23. CENTRAL ADMINISTRATION FEE**

- 23.1 The parties acknowledge and agree that, unless otherwise specified in a Contract or notified by Finance, the Contractor must pay a Central Administration Fee to Finance for all Drupal Services provided to Agencies under the Panel.
- 23.2 Unless otherwise agreed in writing by Finance, the Contractor must comply with the following processes for calculation, charging and payment of the Central Administration Fee:

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- 23.2.1 Finance will determine the period for which the Central Administration Fee will be invoiced to, and payable by the Contractor in its sole discretion (**CAF Period**), provided that each CAF Period will be no less than one month in duration;
- 23.2.2 the Central Administration Fee for a CAF Period is equal to:
  - 23.2.2.1 6% of the Charges invoiced by the Contractor (exclusive of GST) to an Agency during the CAF Period, aggregated for all Contracts executed; or
  - 23.2.2.2 such other amount as Finance may Notify to the Contractor from time to time;
- 23.2.3 by the 14<sup>th</sup> day of each calendar month, or the closest Business Day, or such other timeframes as Notified by Finance, the Contractor must report to Finance:
  - 23.2.3.1 the total itemised charges to Agencies; and
  - 23.2.3.2 the Central Administration Fee calculated for the previous calendar month (notwithstanding any CAF Period notified by Finance),and the Contractor must provide the report in accordance with the format Notified by Finance to the Contractor from time to time;
- 23.2.4 Finance will invoice the Contractor for the Central Administrative Fee calculated for the CAF Period and the Contractor must pay the amount invoiced by Finance within 30 days of the date of the invoice, provided that Finance will not require the Contractor to pay the Central Administrative Fee more than once a month; and
- 23.2.5 the Contractor must pay the amount invoiced by Finance in accordance with **clause 23.2.4**, and include any reference number or payment identification codes advised on the invoice.

23.3 The Contractor must identify Central Administration Fee amounts paid by Agencies separately within the Contractor's accounting records so that at all times information about the Central Administration Fee is identifiable and ascertainable.

23.4 The Contractor may, in addition to the Charges, recover any Central Administration Fee directly from an Agency, provided that no Agency is invoiced any amount to recover the Central Administration Fee which exceeds:

- 23.4.1 6% of the Charges (excluding GST) invoiced by the Contractor to that Agency; or
- 23.4.2 any amount calculated in accordance with **clause 23.2.2.2**.

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23.5 The Contractor must provide Finance with a report detailing any amounts invoiced to Agencies to recover the Central Administration Fee, within and for the period determined at the sole discretion of Finance as Notified to the Contractor in writing.

23.6 This **clause 23** survives the expiry or termination of this Head Agreement and any Contracts.

23.7 For the purposes of:

23.7.1 **clause 40 of the Head Agreement** - a Dispute does not include a dispute arising in relation to the Contractor's obligations in respect of the Central Administration Fee; and

23.7.2 **clause 44.1.1 of the Head Agreement** - a failure to comply with this **clause 23** constitutes a breach of a material provision.

23.8 For clarity:

23.8.1 Central Administration Fee amounts:

23.8.1.1 paid by the Contractor to Finance; and

23.8.1.2 reimbursed by Agencies to the Contractor (including through the payment of the Contractor's invoices),

are not collected or at any time held by the Contractor as the agent of the Commonwealth; and

23.8.2 amounts paid by the Contractor to Finance or reimbursed by Agencies to the Contractor in respect of the Central Administration Fee are not, and are not to be treated as, 'other CRF money' for *PGPA Act* purposes.

**24. LIABILITY**

24.1 For the purposes of **clause 24 of the Head Agreement**, if no liability cap is specified in a Contract Order Form, the applicable liability cap will be three times the total amount of Charges paid and payable for the Contract Period.

**25. ADDITIONAL TRANSITION OUT REQUIREMENTS**

25.1 In addition to **clauses 45 and 46 of the Head Agreement**, the Contractor must comply with any additional requirements to facilitate the smooth, seamless and appropriate transition from the supply of Drupal Services under a Contract which are specified in:

25.1.1 the Contract Order Form;

25.1.2 the Statement of Requirements; or

25.1.3 a Notice by the Agency (but which may only contain reasonable requirements which are not inconsistent with the Contract),

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at no additional cost to the Agency or Finance, unless those costs are agreed and set out in the Approved Transition Out Plan in accordance with clause 46 of the Head Agreement.

**26. PUBLICITY AND MARKETING**

26.1 Without limiting **clause 15 of the Head Agreement** (including **clause 15.9**), the Finance Representative:

26.1.1 must approve all marketing and promotional material that the Contractor proposes to use or distribute if the material includes the GovCMS brand or GovCMS logo, and relates to any Drupal Services available pursuant to this Module 1.

26.2 The Contractor may determine if, and how, such marketing and promotional material may be used or distributed (including the content of that marketing and promotional material).

26.3 The Contractor must not use the Coat of Arms or the Department of Finance logo without Finance's express written permission. When given permission to use the Coat of Arms the Contractor must do so in accordance with any policy on its use issued by the Department of the Prime Minister and Cabinet.

26.4 The Contractor must not represent that it provides GovCMS hosting services.

26.5 The Contractor must comply with any reasonable directions from Finance or an Agency in respect of any publicity and marketing of any Drupal Services.

**27. NOTICES IN RELATION TO MODULE 1**

27.1 Finance's address for Notices in relation to the Head Agreement generally is specified in **clause 39.4 of the Head Agreement**. Finance's address for Notices in relation to this Module 1 is:

<b>Method</b>	<b>Address</b>
Post	Department of Finance 1 Canberra Avenue Forrest, ACT, 2603
Electronic mail	<a href="mailto:GovCMS@finance.gov.au">GovCMS@finance.gov.au</a>

27.2 Any Notice by the Contractor to an Agency in relation to any of the matters specified in **clause 39.2 of the Head Agreement** must also be copied to the Finance Representative at the address for Notices set out in **clause 27.1**

27.3 The Agency's address for Notices will be as set out in the relevant Contract.

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**PART B - DRUPAL SERVICES**

**28. CONTRACTOR'S PERMITTED DELIVERABLES AND CATEGORIES OF DELIVERABLES**

28.1 The Drupal Services and Categories of Drupal Services that may be offered by the Contractor to an Agency are indicated in **Table 1** below (by being marked with an 'X').

28.2 Finance may, in its absolute discretion, change the Drupal Services and Categories, and the Drupal Services and Categories that may be offered by the Contractor, by giving Notice in writing to the Contractor.

**Table 1**

<b>Drupal Services and Categories</b>	<b>Contractor may supply if this column is marked with an 'X'</b>
Category 1 – General Drupal Services	<b>X</b>
Category 2 – Fixed Price Drupal Services	<b>X</b>
Category 3 – Digital Experience Platform (DXP)	

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**PART C - PRICING**

**29. TERMS AND CONDITIONS FOR CHARGES**

**Tax Invoices**

29.1 The payment of Charges is subject to:

- 29.1.1 provision of a Correctly Rendered Tax Invoice in accordance with **clause 11 of the Head Agreement**;
- 29.1.2 the Agency's right to reduce the payment by the amount of any Service Credit in accordance with **clause 11 of the Head Agreement**; and
- 29.1.3 **clause 30.2** below.

29.2 The Contractor must ensure that all Correctly Rendered Tax Invoices for amounts payable by an Agency under a Contract are provided:

- 29.2.1 if the Contract specifies a particular date that the amount will be incurred, within 30 days of that date; and
- 29.2.2 if no such date is specified in the Contract, within 30 days of the date that the relevant Drupal Service was delivered.

29.3 The Agency is not required to pay any amount which is not invoiced in accordance with **clause 29.2**. If, after payment, an invoice is found to have been rendered incorrectly, any overpayment by the Agency will be a debt due to the Agency under the Contract and, without limiting recourse to other available means, may be offset against any amount currently or subsequently due by the Agency to the Contractor under the Contract.

29.4 Without limiting **clause 34 of the Head Agreement**, the Contractor must keep accurate records of all invoices issued to, and Charges paid by Agencies.

29.5 All invoices must be in Australian dollars.

**Maximum Charges**

29.6 The Charges specified in the Product and Service Catalogue are the maximum Charges payable by an Agency under a Contract for the applicable Drupal Service.

29.7 An Agency is not obliged to pay any amount which would exceed the Charges for the Drupal Service specified in this Module 1.

**Charges are in full satisfaction of the provision of the Drupal Services**

29.8 Payment of Charges due under the Contract will be made to the Contractor in accordance with the Contract. Payment to the Contractor by the Agency is in full satisfaction of the Agency's payment obligations to the Contractor.

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**Determining basis of Charges**

29.9 If the Product and Service Catalogue specifies that Charges are payable:

- 29.9.1 on a per Drupal Service basis (e.g. on fixed price basis for Fixed Price Drupal Services), then the applicable Charge in the Product and Service Catalogue will apply for each Drupal Service of the same type (and if applicable, in the applicable class of Drupal Services within that Category); and
- 29.9.2 on any other basis, the applicable Charge will be calculated in accordance with the rules for calculation of that Charge in the Product and Service Catalogue and the Contract.

**Travel and disbursements**

- 29.10 Any travel or other disbursements to be incurred under a Contract must be approved by the Agency prior to it being booked or undertaken.
- 29.11 The Agency is not liable to reimburse the Contractor for any travel or disbursements unless approved in writing prior to those expenses being incurred.
- 29.12 Subject to the Contractor obtaining the prior written approval of the Agency for any travel for a Contract and if permitted by the Contract, the Agency will reimburse the Contractor's travel and accommodation expenses incurred in the course of performing the Services provided that:
  - 29.12.1 all travel must be undertaken by the Contractor in economy class; and
  - 29.12.2 the Contractor's travel allowance and accommodation expenses must not exceed the allowance payable to a Commonwealth public servant in the Agency at the non-SES level.

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**MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)**

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**MODULE 1 - ATTACHMENT 3a (CONTRACT ORDER FORM)**

**(Note to Contractor: This is a sample form).**

**Contract Order Form**

In accordance with the Head Agreement between the Commonwealth of Australia, represented by the Department of Finance (ABN 61 970 632 495), and **[Insert name and ABN] (Contractor)**, the Agency (described in Item 1 below) places this Contract Order Form to enter into a Contract for the Drupal Services described below in accordance with the terms and conditions described in the Head Agreement.

**Parties to the Contract**

<b>1.</b>	<b>Agency:</b>	<i>[Insert Agency name.]</i>
<b>2.</b>	<b>Agency Representative and Address for Service (clauses 37 and 38 of the Head Agreement):</b>	<b>Agency Representative:</b> <i>Name: [Insert contact name]</i> <i>Position: [Insert title]</i> <i>Address: [Insert address, including postcode]</i> <i>Address for Notice: [Insert alternative address if different from the above address]</i> <i>Email: [Insert email address]</i> <i>Telephone: [Insert telephone number, including area code]</i> <i>Mobile: [Insert mobile number]</i> <i>Facsimile: [Insert facsimile number, including area code]</i>
<b>3.</b>	<b>Contractor:</b>	<i>[Insert Contractor's name.]</i>
<b>4.</b>	<b>Contractor Representative (Key Persons) and Address for Services (clauses 12, 37 and 38 of the Head Agreement and clause 7.6 of Attachment 2 to Module 1 and clauses):</b>	<b>Contractor Representative:</b> <i>Name: [Insert contact name]</i> <i>Position: [Insert title]</i> <i>Address: [Insert address, including postcode]</i> <i>Address for Notice: [Insert alternative address if different from the above address]</i> <i>Email: [Insert email address]</i> <i>Telephone: [Insert telephone number, including area code]</i> <i>Mobile: [Insert mobile number]</i> <i>Facsimile: [Insert facsimile number, including area code]</i>

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**OFFICIAL****MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)****Contractual Details**

<b>5.</b>	<b>Head Agreement Number:</b>	<i>[To be supplied by Finance prior to the Agency entering into a Contract]</i>
<b>6.</b>	<b>GovCMS Drupal Services Contract Identifier:</b>	<i>[To be supplied by Finance prior to the Agency entering into a Contract]</i>
<b>7.</b>	<b>Contract Start Date (clause 6.1 of the Head Agreement):</b>	<i>[Insert date the Contract is due to start e.g. dd/mm/yyyy; otherwise insert 'On execution by both parties'.]</i>
<b>8.</b>	<b>Initial Contract Period (clause 6.1 of the Head Agreement):</b>	<i>[Insert period of time for which the Contract will run prior to any extensions.]</i>
<b>9.</b>	<b>Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):</b>	<i>[Insert any period of time for which the Contract might be extended by the Agency.]</i>
<b>10.</b>	<b>Project Description:</b>	<i>[Describe the requirements of the project, whether there is an existing website, what is the purpose for this project, is data to be migrated and how, the size of the website, who is going to use it.]</i>

**Agency Related Details**

<b>11.</b>	<b>Agency Purchase/Contract Order Number:</b>	<i>[Insert Agency's Purchase/Contract Order Number.]</i>
<b>12.</b>	<b>Agency website:</b>	<i>[Insert Website URL or project name]</i>
<b>13.</b>	<b>Hosting arrangements:</b>	<i>[Insert GovCMS SaaS   GovCMS PaaS   Other] [Agency must specify what hosting arrangement is being used (if GovCMS SaaS, GovCMS PaaS, or a non-GovCMS hosting provider) and where applicable, that they have an active subscription for the relevant package, for the purposes of Statement of Requirements clauses 9, 10, 24, 27.]</i>
<b>14.</b>	<b>GovCMS Subscription Number:</b>	<i>[Insert the GovCMS MOU number or Subscription Number]</i>
<b>15.</b>	<b>Project Go-live Date:</b>	<i>[Insert date website is required, e.g. dd/mm/yyyy]</i>

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**OFFICIAL****MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)****Deliverables**

<b>16.</b>	<b>Deliverables (clause 8 of the Head Agreement, Part B of Attachment 2 to Module 1 (Drupal Services):</b>	<i>[Describe the Drupal Services required in a manner consistent with the Statement of Requirement and the Product and Service Catalogue. The Drupal Services description should describe the specific Drupal Services required, Specifications, where the work for the Drupal Service will be undertaken (including details of an overseas location), any Milestones for delivery and installation dates, requirements for site preparation, any additional transition out requirements and any implementation activities or services including timelines etc. Insert the performance or quality requirements for the Drupal Services and/or any specific outcomes required to be met for the Drupal Service.]</i>			
<b>17.</b>	<b>Pricing</b>				
Item	Quantity	Unit Cost	Total Cost	Cost to Agency	
(e.g. Drupal theme builder)	(20 days)	(\$800/day)	(\$16,000)	(\$12,000)	
<b>Sub-total Cost of Services (ex-GST and excluding 6% Central Admin Panel Fee)</b>					
<i>Is the 6% Central Admin Panel Fee being passed on to the Agency?</i>					Yes / No
<i>(Refer clause 23, Module 1 of the Head Agreement: the Fee must be included in the Contract and applies where the Contractor, in addition to the cost of services recovers the Panel Fee directly from the Agency. Finance will charge the Contractor the Panel Fee for all Contracts. The Contractor may choose to absorb or pass on the Panel Fee to the Agency)</i>					
<b>6% GovCMS Central Admin Panel Fee (ex-GST)</b>					
<b>Total Cost of Services (ex-GST) and applicable Panel Fee</b>					
<b>Total Contract Value (inc-GST 10% and applicable Panel Fee)</b>					

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**MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)**

**Financial Terms**

<b>18.</b>	<b>Travel and Disbursements (Part C of Attachment 2 to Module 1):</b>	<i>[Insert details of any approved travel and disbursements or insert 'Not Applicable'.]</i>
<b>19.</b>	<b>Payment of Charges (clause 11 of the Head Agreement):</b>	<i>Attention: [Insert] Address: [Insert address, including postcode] [Specify preferred method for payment of Charges – e.g. electronic transfer and include bank details.] Account Name: Bank/Branch: BSB number Account number:</i>
<b>20.</b>	<b>Central Administration Fee</b>	<i>[Unless approved by Finance, the CAF is payable on all Contracts – the Contractor has the right to pass this fee on to the Agency – if the CAF is not being passed on update the clause below] The CAF is payable for this Contract. / The CAF is not payable for this Contract.</i>

**Contract Terms**

<b>21.</b>	<b>Subcontractors (clause 13 of the Head Agreement):</b>	<i>[Insert Approved Subcontractors that are subject to clause 13 of the Head Agreement.]</i>
<b>22.</b>	<b>Documentation (clause 14 of Attachment 2 to Module 1):</b>	<i>As per clause 14 of the Module Specific Terms for Module 1. [Add any details of Documentation to be supplied by the Contractor in addition to the Documentation required under clause 14 of the Module Specific Terms.]</i>
<b>23.</b>	<b>Agency Supplied Items (clause 20 of Attachment 2 to Module 1):</b>	<i>[Insert details of any Agency Supplied Items to be provided to the Contractor. Otherwise insert 'Not Applicable'].</i>
<b>24.</b>	<b>Agency Assistance and responsibility for preparation of the premises/facilities (clause 20 of Attachment 2 to Module 1):</b>	<i>[Insert details of any access to Agency sites, accommodation, facilities, equipment, furnishings, fixtures, support and other assistance to be provided to the Contractor.]  [Insert details of the Agency's obligations for the preparation of its premises and / or facilities.]</i>
<b>25.</b>	<b>Project Management (clause 18.2 of Attachment 2 to Module 1):</b>	<i>[Specify the details of any project management services required.]</i>

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**OFFICIAL****MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)**

<b>26.</b>	<b>Standards and Codes (clause 17 of Attachment 2 to Module 1):</b>	<i>[Insert any additional specific standards for the supply of a Drupal Service including industry codes or best industry practice methodologies; otherwise insert 'Not Applicable'.]</i>
<b>27.</b>	<b>Agency and Contractor Confidential Information (clause 15 of the Head Agreement):</b>	<i>[Insert.]</i>
<b>28.</b>	<b>Intellectual Property Rights (clause 14 of the Head Agreement and clause 121 of Attachment 2 to Module 1):</b>	<i>In accordance with clause 14 of the Head Agreement and clause 12 of Attachment 2 to Module 1.</i> <i>[Insert details of any agreement for the Contractor to own IPR in New Material.]</i>
<b>29.</b>	<b>Reporting (clause 27 of the Head Agreement, clause 19 of Attachment 2 to Module 1 and clauses 16 to 18 of the Statement of Requirements):</b>	<i>[Insert any Agency-specific reporting required by the Agency and the applicable timeframes.]</i>
<b>30.</b>	<b>Security requirements including compliance with the ISM and PSPF (clauses 22 of the Head Agreement, 15 of Attachment 2 to Module 1, and 13.2 of Attachment 4 to Module 1):</b>	<i>[Insert any additional security requirements, such as whether the Contractor will require security clearances and whether the Contractor may complete the Drupal Services at another site (e.g. working from home).]</i>
<b>31.</b>	<b>Data Protection (clause 15.13 of Attachment 2 to Module 1):</b>	<i>[Insert 'Required' if the Contractor is to provide to Finance and the Agency on request an audit log of access to Agency Material OR insert 'Not applicable'.]</i>
	<b>Data Protection (clauses 15.13.4 of Attachment 2 to Module 1):</b>	<i>[Insert 'Contractor permitted take Agency data or allow Agency data to be taken, accessed, stored or transmitted by any means outside of Australia' or not applicable. Insert conditions if required.]</i>
<b>32.</b>	<b>Technology threats (clause 15.2 of Attachment 2 to Module 1):</b>	<i>[Insert details of the parties' obligations in relation to technology threats.]</i>
<b>33.</b>	<b>Open Source Software (clause 12.7 of Attachment 2 to Module 1):</b>	<i>[Insert details of any alternative options for the provision of an IP register and whether the final payment is not subject to the provision of this register OR insert 'Not applicable'.]</i>
<b>34.</b>	<b>Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):</b>	<i>[Insert agreed Acceptance arrangements (including timeframes) or specify any Drupal Services that are not subject to Acceptance.]</i>
<b>35.</b>	<b>Service Levels and Service Credits (clause 21 of Attachment 2 to Module 1):</b>	<i>[Insert details of any Service Levels including what will be measured, when and how it will be measured, who is responsible for measuring it, and the consequences of a failure to meet the Service Level.]</i>

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**MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)**

<b>36.</b>	<b>Service Credits (clause 21 of Attachment 2 to Module 1):</b>	<i>[Insert any Agency-specific Service Credits applicable for failure to meet the Service Level specified above.]</i>
<b>37.</b>	<b>Liability Cap (clause 24 of the Head Agreement and clause 24 of Attachment 2 to Module 1):</b>	<i>As per clause 24 of Attachment 2 to Module 1. [OR insert details of alternative agreed liability cap e.g. three times the total value of the Contract (excluding GST).]</i>
<b>38.</b>	<b>Additional Insurance Requirements (clause 18.1.1(e) of the Head Agreement):</b>	<i>[Insert any additional insurance requirements (e.g. Cyber Risk Insurance), or insert 'As per the Head Agreement requirements'.]</i>
<b>39.</b>	<b>Additional warranties (clause 17 of the Head Agreement):</b>	<i>[Insert any additional warranties for the Warranty Period for the Drupal Service. Otherwise insert 'Not Applicable'.]</i>
<b>40.</b>	<b>Indemnity (clause 25 of the Head Agreement):</b>	<i>As per clause 25 of the Head Agreement [OR specify whether clause 25 of the Head Agreement does not apply and insert details of Contractor indemnity if different.]</i>
<b>41.</b>	<b>Electronic execution</b>	<i>Each party consents to the signing of this Contract by electronic means. The parties agree to be legally bound by this Contract signed in this way</i>
<b>42.</b>	<b>Vendor Terms (Category 3 only)</b>	<i>[For Category 3 only: List the Vendor Terms that will apply and attach each as an attachment to this Contract Order Form. Copies of Vendor Terms that Finance has agreed to will be provided by Finance prior to execution of this Contract Order Form/] [For Category 1 and 2: insert 'Not applicable'] [Note: these terms <u>do not</u> apply to services and deliverables purchased from Category 1 or 2.]</i>
<b>43.</b>	<b>Other:</b>	<i>[Insert details of any special conditions or amendments approved by Finance.]</i>

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**MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)**

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**EXECUTED AS AN AGREEMENT**

**Executed as an agreement** for and on behalf of *[insert name of Agency]* (ABN *[insert ABN of Agency]*) by its duly authorised delegate and, if executing electronically, by affixing their electronic signature, with intention to bind the Agency:

In the presence of:

.....  
Signature of delegate

.....  
Signature of witness

.....  
Name of delegate (print)

.....  
Name of witness (print)

.....  
Date

.....  
Date

**Executed as an agreement** by *[Insert Contractor name and ABN]* by the named officers of the company and, if executing electronically, by affixing their electronic signatures, with the intention to bind the company, execute in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth) and warrant that the Agency and Finance may rely on the operative effect of sections 127, 128 & 129 of that Act

In the presence of:

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Name of Director (print)

.....  
Name of Director/Company Secretary (print)

.....  
Date

.....  
Date

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**MODULE 1 ATTACHMENT 3a (CONTRACT ORDER FORM TEMPLATE)**

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**(OR)**

**Executed as an agreement for and on behalf  
of [insert name of Contractor] (ABN [insert  
ABN of Contractor]) under power of attorney  
dated [insert date of power of attorney]:** In the presence of:

.....  
Signature of Attorney

.....  
Signature of witness

.....  
Name of Attorney (print)

.....  
Name of witness (print)

.....  
Date

.....  
Date

**[Note to Contractor: A copy of the power of attorney pursuant to which this Contract  
Order Form will be executed will need to be provided.]**

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**MODULE 1 ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM TEMPLATE)**

**MODULE 1 - ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM)**

**(Note to Contractor: This is a sample form.)**

**Details of Change Order**

<b>GovCMS Drupal Services Contract Identifier</b>	GOVCMS21DSPXXXX
<b>Change Order number</b>	
<b>Date proposed</b>	
<b>Name of party instigating the change</b>	
<b>Implementation date of change</b>	
<b>Details of change proposal</b>	
<b>Clauses affected by the proposal are as follows:</b>	

**New Charges payable to the Contractor or Agency affected by this change proposal**

<b>Item as per vendor's Category 1, Category 2 or Category 3 from the Drupal Services Panel "Products and Services Guide"</b>	<b>Quantity (hours/days)</b>	<b>Unit Cost as per Products and Services Guide</b>	<b>Total Cost</b>	<b>Cost to Agency inc any discount</b>
<i>(Drafting notes: the table must be used in the format presented; Contractor's permitted Deliverables and Categories of Deliverables and Services and Pricing for the Deliverables are specified in the GovCMS Drupal Services Pricebook (Module 1 Attachment 2 Part B of the Head Agreement)</i>				
(e.g. Drupal theme builder)	(20 days)	(\$800/day)	(\$16,000)	(\$12,000)

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**OFFICIAL****MODULE 1 ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM TEMPLATE)**

<b>Sub-total Cost of Services (ex-GST and excluding 6% Central Admin Panel Fee)</b>	
<i>Is the 6% Central Admin Panel Fee being passed on to the Agency?</i>  <i>(Refer clause 23, Module 1 of the Head Agreement the Fee must be included in the Contract and applies where the Contractor, in addition to the cost of services recovers the Panel Fee directly from the Agency. Finance will charge the Contractor the Panel Fee for all Contracts. The Contractor may choose to absorb or pass on the Panel Fee to the Agency)</i>	Yes / No
6% GovCMS Central Admin Panel Fee (ex-GST)	
<b>Total Cost of Services (ex-GST) and applicable Panel Fee</b>	
<b>Total Contract Value (inc-GST 10% and applicable Panel Fee)</b>	
<b>Plan for implementing the change</b>	
<b>The responsibilities of the parties for implementing the change</b>	
<b>The new date for the acceptance testing of the system</b>	
<b>Effect of change on performance</b>	
<b>Effect on documentation</b>	
<b>Effect on training</b>	
<b>Effect on the users of the system</b>	
<b>Any other matters which the parties consider are important</b>	

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**MODULE 1 ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM TEMPLATE)**

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**EXECUTED AS AN AGREEMENT**

**AGENCY**

**Executed as an agreement** for and on      )

behalf **[Agency] ABN [INSERT ABN of**      )

**Agency]** by its duly authorised delegate      )

in the presence of:      )

    )

    )

    )

    )

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of delegate

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of delegate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Contractor to sign relevant agreement as either Director, Power of Attorney, or Authorised Representative*

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**MODULE 1 ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM TEMPLATE)**

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**CONTRACTOR (If a Director)**

Executed as an agreement by the )

**[INSERT Contractor's name]**

(ABN [INSERT ABN of Contractor]) in )

accordance with section 127 of the )

***Corporations Act 2001 (Cth):***

)

)

)

)

---

Signature of Director

---

Signature of Director/Company  
Secretary

---

Name of Director

---

Name of Director/Company Secretary

---

Date

---

Date

*\*Finance will accept e-signatures by Company officers which comprise an image of their normal signature, name, position/title, date and time stamp, created using Adobe Sign, DocuSign or other agreed platform.*

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**MODULE 1 ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM TEMPLATE)**

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**OR**

**CONTRACTOR (Power of Attorney)**

**Executed as an agreement** for and on )

behalf of [INSERT NAME of Contractor] )

(ABN [INSERT ABN of Contractor]) )

under power of attorney dated [INSERT ] )

**date of power of attorney]:**

)

)

)

) In the presence of:

---

Signature of Attorney

---

Signature Witness

---

Name of Attorney

---

Name of Witness

---

Date

---

Date

**Note:** A copy of the power of attorney pursuant to which this Change Proposal Agreement will be executed will need to be provided to Finance.

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**MODULE 1 ATTACHMENT 3b (CONTRACT CHANGE ORDER FORM TEMPLATE)**

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**OR**

**CONTRACTOR (Authorised Representative)**

**Executed as an agreement** for and on )

behalf of **[INSERT NAME of Contractor]** )

(ABN **[INSERT ABN of Contractor]**) by its )

duly authorised representative: )

)

)

)

) In the presence of:

---

Signature of Authorised Representative

---

Signature Witness

---

Name and Position of Authorised  
Representative

---

Name of Witness

---

Date

---

Date

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MODULE 1 ATTACHMENT 4 (STATEMENT OF REQUIREMENTS)

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**MODULE 1 - ATTACHMENT 4 (STATEMENT OF REQUIREMENTS)**

*Provided as a separate documents*

- *Attachment 4 Statement of Requirements (DSP)*
- *Attachment 4.1 Statement of Requirements (DXP)*

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