



Australian Government
Department of Finance

Memorandum of Understanding

MOU No. 201X/0XX

Dated _____

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

and

XXXXXX (ABN nn nnn nnn nnn)

Parties Department of Finance (**Finance**) and **XXXX** (**the Entity**)

Details for Finance

Name Commonwealth of Australia as represented by the Department of Finance

ABN 61 970 632 495

Address One Canberra Avenue
FORREST ACT 2603

Details for Entity

Name XXXXXXXX

ABN XXXXXXXX

Address XXXXXXXX

Role and Appointment of Contact Officer

Each party agrees to appoint a contact officer (**Contact Officer**). The Contact Officer for each party is authorised to act for that party in relation to this Memorandum, and is the first point of contact for the other party in relation to any disputes arising under this Memorandum.

Finance Contact Officer

Name Lead Engagement Officer

Position Lead Engagement Officer
Online Services Branch

Postal Address Department of Finance
One Canberra Avenue
FORREST ACT 2603
AUSTRALIA

Telephone XX XXXX XXXX

Email address govCMS@finance.gov.au

Entity Contact Officer

Name XXXXXXXX

Position XXXXXXXX

Postal Address XXXXXXXX

Telephone XXXXXXXX

Email address XXXXXXXX

General Information

1. Definitions and Interpretation

In this Memorandum of Understanding (MOU):

Commencement Date means the date of execution of this MOU by the Parties, or if executed on different days the date of execution by the last Party to do so.

Commonwealth company has the same meaning in the *Public Governance, Performance and Accountability Act 2013*.

Commonwealth entity has the same meaning in the *Public Governance, Performance and Accountability Act 2013*.

govCMS means government content management system, the service being brokered by Finance in this MOU.

govCMS Support Guide means the support guide document made available to the Entity on govdex.

govdex (*govdex.gov.au*) is a whole of government online collaboration tool managed by Finance.

Intellectual Property Rights means all intellectual property rights, including but not limited to, the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and domain names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

ISM means the Australian Government Information Security Manual.

PSPF means the Australian Government Protective Security Policy Framework.

Service Provider(s) means the service provider(s) contracted by Finance to provide Services.

Services means the service offerings provided in the delivery of the govCMS shared service. Services may be provided by Finance or a Service Provider.

Service Level Agreement (SLA) means the agreement under this MOU which describes the services to be delivered and the agreed service level performance.

2. Nature of MOU (status)

2.1. This MOU sets out the terms and conditions between Finance and the Entity for hosting of public engagement websites on the govCMS shared service.

2.2. Subject to clause 2.3, under this MOU, Finance and the Entity seek to fulfil their respective commitments. This MOU merely constitutes a statement of the mutual intentions of the parties and each party agrees that:

- (a) it does not constitute an obligation binding on any party; and
- (b) it creates no rights in favour of any of the parties.

2.3. If the Entity is a:

- a) State Government;
- b) Territory Government;
- c) local government; or
- d) a Commonwealth company,

this instrument is a binding agreement between the Commonwealth (as represented by Finance) and the Entity and all references to 'MOU' are references to 'agreement', and clause 2.2 is deemed to be deleted from this agreement.

2.4. This MOU does not contain all matters upon which agreement should be reached in order for the long term provision of govCMS.

3. About govCMS

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

Terms of the MOU

4. Commencement and Duration

4.1. This MOU commences on the date it is signed and continues until terminated:

- (a) by the parties at any time by mutual agreement; or
 - (b) by either party by providing 30 days written notice.
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5. Scope of Services and SLA

- 5.1. Finance will arrange for the provision of Services by the Service Provider(s) to the Entity, including:
- (a) the Services as outlined in Appendix A. MOU provisions relating to the hosting of web sites on govCMS will only apply should Appendix A be completed; and
 - (b) optional professional services required by the Entity or required for transition to govCMS, as outlined in Appendix B. The MOU may be restricted to professional services (eg a Discovery Workshop). Procurement of professional services requires Finance approval. It is recommended that the govCMS Drupal Services Panel would be used.
- 5.2. The Services will be provided in accordance with Appendix C.
- 5.3. The Services will be deemed to have been accepted by the Entity on transfer of the Domain Name Service of the website(s) to govCMS.
- 5.4. For professional services, acceptance of the services will be in accordance with Statement of Work, and be milestone based.
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6. Roles and Responsibilities

- 6.1. A list of the roles and responsibilities of Finance, the Service Provider and the Entity relating to the Services are described in the specific plan based hosting and support arrangements and govCMS Responsibility Assignment Matrix in Appendix C.
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7. Disclosure of Confidential Information

- 7.1. A party may not disclose any confidential information provided by the other to any third party, unless the disclosure is:
- (a) to the party's employees or advisors for the purposes of this MOU;
 - (b) authorised or required by law to be disclosed;
 - (c) for government or parliamentary accountability purposes; or
 - (d) with the consent of the other party (such consent not to be unreasonably withheld).
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8. Use and return of Confidential Information

- 8.1. Each party agrees to:
- (a) Only use confidential information provided by the other for the purposes of this MOU, or for government or parliamentary accountability purposes.
 - (b) Subject to its need to retain documents in order to comply with record keeping and accountability requirements, each party must

deliver all material that contains confidential information to the other party if and when requested by the other party.

9. Privacy, information management and complaints

- 9.1. Each party agrees to comply and ensure its officers, employees, agents and subcontractors comply with applicable laws concerning privacy, including the requirements of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles¹.

Storage of Personal or Sensitive Information on govCMS

- 9.2. govCMS will utilise public cloud infrastructure that may be onshore or offshore. The Entity must not store personal or sensitive information on govCMS, in accordance with the Information Security Management Guidelines².

Privacy Complaints

- 9.3. If a party receives a complaint alleging an interference with the privacy of an individual by the other party:
- (a) The party receiving that complaint will immediately notify the other of the nature of the complaint and necessary details to minimise any (or further) interference.
 - (b) Each party is to keep the other informed as to the progress of the complaint as it relates to the other's actions in connection with that allegation of interference.
- 9.4. If the privacy commissioner directs a party to take particular action concerning the handling of personal information, the other party will co-operate with any reasonable request or direction that may result.

10. Technical Issues and Dispute Resolution

Technical Issues

- 10.1. If there is an issue with the govCMS platform, the Entity may notify the Service Provider directly to resolve the issue.

Dispute Resolution

- 10.2. In the event of a dispute under this MOU, the process in the first instance to resolve the issue is to:
- (a) Attempt to resolve the dispute at an operational level between Finance and Entity staff; or

¹ <http://www.oaic.gov.au/privacy/privacy-act/australian-privacy-principles>

² Published by Attorney-General's Department (approved August 2014):

<http://www.protectivesecurity.gov.au/informationsecurity/Documents/AustralianGovernmentInformationSecurityManagementGuidelines.pdf>

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

10.3. If a dispute cannot be resolved within five business days through the dispute resolution process specified in clause 10.2, the dispute will be escalated to the parties' respective SES officers to resolve the dispute.

11. Security

11.1. Each party must comply with:

- (a) All relevant security and other requirements applying to it, including for Commonwealth entities and Commonwealth companies as specified in:
 - I. Australian Government Protective Security Policy Framework³.
 - II. Australian Government Information Security Manual⁴.
 - (b) Any other reasonable security procedures or additional requirements notified, in writing, by one party to the other.
 - (c) Security classification implications of using public cloud hosted govCMS:
 - I. Information with a security classification must not be stored or processed on govCMS.
 - II. Unclassified information that is not considered publicly releasable must not be stored or processed on govCMS.
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12. Intellectual Property Rights

12.1. The Entity acknowledges that this memorandum does not affect the ownership of any Intellectual Property Rights in govCMS or any system, product, service or material used/provided in relation to govCMS Services.

13. Fees, Invoicing & GST

Fees

The Entity will pay the fees to Finance for the Services as set out in Appendix A and Appendix B (if professional services are ordered and approved by Finance).

Invoices

13.1. Finance will invoice the Entity for the first year of the agreed Services within one month of the subscription start date as detailed in Appendix A, and thereafter annually on the anniversary of the subscription start date. The due date for payment is 30 days after receipt by the Entity of a correctly rendered invoice.

³ <http://www.protectivesecurity.gov.au/>

⁴ <http://www.asd.gov.au/infosec/ism/>

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

Early Termination

13.3. No refunds will be given if the Entity terminates the MOU under clause 4.1(b) part way through a yearly subscription period.

Late payment

13.4. Where an Entity fails to make payment to Finance by the due date, Finance will contact the Entity Contact Officer in the first instance. Escalation will occur through the Dispute Resolution process outlined previously in this MOU.

Review of fees

13.5. Finance will review fees annually with the intent to reduce costs to agencies as the govCMS platform builds scale. Any changes to fees will be discussed with the Entity.

Goods and Services Tax (GST)

13.6. All fees are GST exclusive.

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

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

14. Survival

14.1. The following terms of this MOU survive expiry or termination of this MOU:

- (a) Clause 7 '7. Disclosure of Confidential Information';
- (b) Clause 8 '8. Use and return of Confidential Information'; and
- (c) Clause 9 '9. Privacy'.

15. Notices

15.1. Notices under this MOU must be in writing, marked for the attention of the recipient's contact officer and sent to that contact officer's address.

15.2. This notice will be taken to be received by the recipient:

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

(b) If sent by ordinary post – three business days after the date of posting or

(c) If sent electronically – on the business day next following the day on which the transmission was sent in its entirety to the recipient’s email system

15.3. Notice that is given by a party may be signed by that party’s contact officer or other authorised officer.

16. Variation

16.1. Any variation of this MOU may be in writing and signed by each party. Confirmation of a variation by email is deemed to be approval of the variation. Notifications of subscription renewals where the only change is the end date of the subscription do not require approval.

17. Machinery of Government change

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

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

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

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

ii. References to Finance shall be deemed to be references to the substituted party.

In the event that the Entity’s responsibilities for this MOU are transferred to another Entity:

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

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

i. The Entity shall be deemed to have been replaced in this MOU by the Entity to which responsibility for the Services has been transferred; and

ii. References to the Entity shall be deemed to be references to the substituted Entity.

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- 18. Support arrangements**
- 18.1 Support is included in all govCMS plans. Refer to Appendix A and C for details of the support arrangements for your plan.
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- 19. Use of Google Analytics data**
- 19.1 To accurately predict the capacity required across the govCMS platform, all govCMS websites will need a govCMS Google Analytics tracking code to be embedded in the website. This will only be used for the purposes of recording the number of page views a website receives.
- 19.2 Where an Entity already uses Google Analytics and would like to continue using their own Google Analytics account, that Entity's Google Analytics tracking code can also be embedded in the website.
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- 20. Transfer of govCMS to a new Service Provider**
- 20.1 In the event that Finance changes the Service Provider that delivers govCMS, Finance will transition all websites across to the new Service Provider. Any decision to change service provider will be discussed with agencies and any change will be designed to minimise impact to Entities.
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- 21. Cessation of govCMS service**
- 21.1 In the unlikely event that Finance is directed to shut down govCMS or that Finance terminates this MOU under clause 4.1(b), Finance will work cooperatively with the Entity to transition the Service to an alternative provider and support the Entity through the offboarding and migration process. Finance will work with the Service Provider and the Entity to obtain an export of the database, site files (images, PDFs, files, etc) and Drupal site code.
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- 22. Indemnities**
- 22.1 The Service Provider indemnifies the Agencies receiving the benefit of the Services (Indemnified Parties) in respect of any third party claim, action, damage, loss, liability, cost change, expense, outgoing or payment (including reasonable legal expenses on a solicitor own client basis) which any of the indemnified Parties pays, suffers, incurs, or for which it is liable in connection with:
- (a) any breach of this Deed by the Service Provider;
 - (b) any infringement by the Service Provider of the Intellectual Property Rights of a third party; and
 - (c) any negligent, unlawful, illegal, fraudulent or dishonest act, error or omission of the Service Provider and its Personnel in the provision of the Services.
- 21.2 The Commonwealth indemnifies the Service Provider, and their officers and employees (Indemnified Parties) in respect of any third party claim,

action, damage, loss, liability, cost, charge, expenses, outgoing or payment (including reasonable legal expenses) which any of the Indemnified Parties pays, suffers, incurs or for which it is liable in connection with:

- (a) any breach of this Deed by the Commonwealth;
- (b) any website content of the Commonwealth that infringes the Intellectual Property Rights of a third party, causes harm to a third party or is illegal; and
- (c) any negligent, unlawful, illegal, fraudulent or dishonest act, error or omission of the Commonwealth and its Personnel in connection with this Deed.

- 21.3 The indemnities in clause 21.1 and clause 21.2 will be reduced proportionally to the extent that the Indemnified Parties causes or contributed to the breach, error or omission, or improperly and unnecessarily incurred any such claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payments.
- 21.4 The Indemnified Parties must take all reasonable steps to mitigate their losses, which may be subject to a claim for payment under clause 21.1 or 21.2.
- 21.5 The Commonwealth may enforce the indemnity in clause 21.1 on behalf of any non-Commonwealth Agencies receiving the benefit of the Services. However, a non-Commonwealth Agency receiving the benefit of the Services cannot enforce the indemnity in clause 21.1 on behalf of the Commonwealth.
- 21.6 In the event of an indemnification claim hereunder, the Indemnified Party must give prompt notice to the indemnifying Party. The Indemnifying Party. The Indemnifying Party may exercise sole control of the defence and settlement of any such claim, provided that the Indemnifying Party regularly consults with the Indemnified Party and, in the event that the Service Provider handles negotiations or conducts litigation on behalf of the Commonwealth, it must comply at all times with government policy and obligations relevant to the conduct of the litigation as notified by the Commonwealth (including but not limited to the Legal Services Directions).

Signing Page

This memorandum is made on the _____ day of _____ 20__

EXECUTION CLAUSES

Executed by the parties.

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

Name: Sharyn Clarkson
Position: Assistant Secretary
Online Services Branch
Department of Finance

In the presence of:

Print name of witness

Witness sign here

SIGNED for and on behalf of XXXXXX, ABN XXXXXX by its duly authorised representative:

Name: XX
Position: XX
XX
XX

In the presence of:

Print name of witness

Witness sign here

Appendix A: govCMS hosting

govCMS Plan Details

GST will apply if specified below

Entity Name	Entity ABN	GovCMS Plan	No. of Sites on Plan	Fees	Subscription Start Date	Subscription End Date
[Insert entity name]	[insert Entity ABN]	[Insert Plan]	[Insert number of sites]	\$XXX plus \$XXX once off website establishment fee	[insert Subscription Start Date if known or TBC]	[insert Subscription end date or TBC]

Site Details

Site URL	Purpose of the site
XXXX	[insert content]

Appendix B – Optional Professional Services

The following Work Orders or Contracts will be (or have been) placed with Service Provider on behalf of the Entity. Recovery of the Work Order/Contract amounts from the Entity will occur as the work is completed. The amounts below are GST exclusive, and also exclusive of some incidental travel expenses.

Entity Name	Reference Number	Additional Services	Fees	Status

DRAFT

Appendix C - specific hosting and support arrangements

1. Prerequisites

There are a number of prerequisites an Entity must meet in order for their website(s) to join the common platform:

- i. All websites on govCMS share the same govCMS Drupal codebase

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

- ii. Finance will need to be able to estimate a user's expected pageview usage

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

- iii. Finance need to be able to track the number of page views your website receives (see clause 18 of the MOU)

Entity's Pageviews usage will be reviewed annually by Finance. If Entity regularly consumes (e.g. three months consecutively) more than 30% of the assigned Pageviews, Finance may review the suitability of the selected govCMS hosting plan and discuss the issue with the Entity.

2. Support arrangements

Support is included for all govCMS plans, with minimum two (2) names of authorised Entity contacts to be provided to the Service Provider. Each plan includes provision for up to six (6) names of authorised Entity contacts. These Entity contacts can lodge an unlimited amount of service and support requests. For further information regarding the Service Desk, refer to the govCMS Support guide.

3. govCMS Responsibility Assignment Matrix

Responsible: those solely and directly accountable for creating a work product
Approving: the party (or parties) that reviews and assures the quality of the work
Supporting: individuals or groups who help to create the work product

Task	Responsible	Approving	Supporting	Duties
Initial meeting	Finance	Entity	Service Provider	Initial meeting between Finance and the Entity Business and Technical Managers (or representatives) to discuss suitability of service. Service Provider technical resource may support where required.
Memorandum of Understanding (MOU)	Finance	Finance Entity	Finance Entity	MOU must be signed by a delegate from Finance and the Entity that have appropriate level of delegation.
Site provisioning	Service Provider	Finance	Finance	Finance will raise a service request with the Service Provider to provision the new site within five business days of an MOU being signed off.
Requirements development	Service Provider	Entity	Finance	Service Provider to discuss website requirements with Entity to understand whether migration or full redesign/other services will be required from the Service Provider.
Work Order/Contract development	Finance	Entity Service Provider	Service Provider	Finance to work with the Entity and Service Provider to develop the Work Order/Contract for professional services.
Service delivery (of tasks in Work Order/Contract)	Service Provider	Entity	Finance	If professional services have been requested by the Entity, and approved by Finance, the Service Provider is to deliver the services as outlined in the Work Order/Contract. Entity to ensure the work is being carried out as expected, with Finance to support the Entity.
Entity directed content migration	Entity	Entity	Entity	Where an Entity elects to migrate content without the support of the Service Provider, the Entity is to undertake content migration once website is provisioned.
WCAG compliance of themes and core CMS	Finance	Entity	Finance	Finance is responsible for ensuring that the themes and CMS components are WCAG 2.0 Level AA compliant.

Task	Responsible	Approving	Supporting	Duties
WCAG compliance of content	Entity	Entity	Finance	The Entity is responsible for ensuring that their website remains accessibility compliant to WCAG 2.0 Level AA once content has been added to the WCAG compliant base theme. Finance can support Entities in procuring an accessibility evaluation.
Administration of account and access management for Entity users	Entity	Entity	Service Provider	Once the site is provisioned (and first account created), the Entity (Technical Manager or representative) is delegated the account administration and access management for their users.
Usage monitoring	Finance	Finance	Entity	Finance will be responsible for monitoring the number of pageviews to a website (utilising Google Analytics), and will discuss with the Entity any major deviation from the expected usage. Entities should communicate with Finance if there are any expected and long term increases in usage of the website.
Security Assessment	Finance	Finance	Finance Service Provider	Finance will be responsible for ensuring security assessments are carried out on the platform in according with Australian Government requirements.
DDoS Protection	Finance	Finance	Finance Service Provider	Finance is responsible for arranging and managing protection for Distributed Denial of Service attacks.
Patching & Testing	Service Provider	Service Provider	Finance	The Service Provider is responsible for the timely roll out of patches to the environment, and is responsible for ensuring that any changes resulting from the patching activities does not introduce issues for the websites on the platform.
Access to Training (online)	Finance	Entity	Finance Service Provider	Finance will arrange for access to online training for the Entity
Access to Training (face-to-face)	Entity	Entity	Finance Service Provider	On request, Finance can arrange the procurement of face-to-face training for the Entity, to be delivered by the Service Provider
Content Classification	Entity	Entity	Entity	govCMS is provided for unclassified, publicly releasable content only. The Entity is responsible for ensuring that the Mandatory Requirements of the Australian Government Web Guide (http://webguide.gov.au) are complied with.
Recordkeeping / Archiving / Audit History	Finance	Finance	Entity	Finance is responsible for retaining records for both archiving and audit purposes (<i>Archives Act 1983, Electronic Transactions Act 1999, Evidence Act 1995</i>).

Task	Responsible	Approving	Supporting	Duties
Freedom of Information (FOI)	Entity	Entity	Finance	<p>Except where the request relates to the govCMS platform, Finance will seek transfer of the request to the Entity.</p> <p>Where a request is received under the <i>Freedom of Information Act 1982</i> (FOI Act) concerning:</p> <p>(a) The govCMS system generally – if received by the Entity, the Entity will consider transfer of that request to Finance in accordance with section 16 of the FOI Act, and, if appropriate, Finance will agree to that transfer</p> <p>(b) an Entity’s site or information hosted on govCMS by Finance for the Entity – if received by Finance, Finance will consider transfer of that request to the Entity in accordance with section 16 of the FOI Act, and, if appropriate, the Entity will agree to that transfer.</p> <p>In either case the parties will consult appropriately with each other about the request (whether informally or as required under the FOI Act).</p>
Privacy	Entity Finance	Entity	Entity Finance	<p>Finance is responsible for ensuring that the system is designed, built and maintained in accordance with Australian Government privacy principles and requirements.</p> <p>The Entity is responsible for ensuring that it meets the mandatory privacy requirements of the Australian Government Web Guide and other relevant legislation and policies.</p>
Blog Moderation	Entity	Entity	Entity	The Entity is responsible for the comment moderation policy and managing the moderation process.
Decommissioning	Entity	Entity	Finance	The Entity is responsible for advising Finance when it wants to decommission a site.
Contract management	Finance	Finance	Service Provider	Finance is responsible for the ongoing contract management activities, including compliance with agreed service levels.
Service Desk	Service Provider	Entity	Entity	<p>The Service Provider is the initial point of contact for the Entity contacts that are ‘authorised Entity contacts’ with the Service Provider. All non-critical enquiries can be made via the online service desk tool.</p> <p>For all Critical enquiries call (02) 8319 9389 24x7x365.</p> <p>For further information regarding the Service Desk, refer to the govCMS Support Guide.</p>

Task	Responsible	Approving	Supporting	Duties
Problem and Incident Management	Service Provider	Finance	Finance	The Service Provider is responsible for managing all problems and incidents with the govCMS platform. The Service Provider will notify the Entity of critical Problems and Incidents affecting the govCMS platform. Where an Entity encounters a Critical Problem or Incident it can be raised with the Service Provider in accordance with the govCMS Support Guide.
Notification of breaches of security	Entity/Finance	Entity	Service Provider	The Entity is responsible for reporting to Acquia Support any potential security incidents where the Entity detects or suspects an incident, threat or weakness relating to their website/s hosted on govCMS.
Infrastructure: <ul style="list-style-type: none"> • Server Hardware • Network Communications • Virtualisation • Operating System • Application Support • Backup • Capacity Planning 	Service Provider	Service Provider	Service Provider	The Service Provider is responsible for managing infrastructure issues for the service in accordance with its Service Level Agreements with Finance.
Disaster Recovery	Service Provider	Service Provider	Service Provider	The Service Provider is responsible for disaster recovery in accordance with its Disaster Recovery Plan.

4. Service Level Agreement in place with Service Provider

There are a number of Service Levels that the Service Provider has committed to achieve. Finance will manage the compliance of the Service Levels on behalf of the Entities that join the govCMS platform. The table below outlines the Service Level objectives:

Service Level Objectives

Service Expectation	Responsible	Approving	Supporting	Duties
Service Availability	Service Provider	Finance	Service Provider	<p>Service Commitment</p> <p>The Service Provider will use commercially reasonable efforts to make the platform available for 99.95% during any calendar month during the applicable Term (the “Service Commitment”).</p> <p>Definitions</p> <p>“Availability” will be calculated per calendar month, as follows:</p> $\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.95\%$ <p>Where:</p> <ul style="list-style-type: none"> • total means the total number of minutes for the calendar month • nonexcluded means downtime/unavailability that is not excluded • excluded means the Service Commitment exclusions as defined in the Combined Product and Services Guide. <p>“Unavailability” means that the Web Hosting Service is unresponsive or responds with an error.</p>
Service Desk maximum response times	Service Provider	Finance	Service Provider	<p>Critical: 30 min, 24x7 High: 1 hour during business hours Medium: 2 hours during business hours Low: 1 business day</p> <p>Please note, Service Desk hours of operation are AEST business hours 8:00am -6:00pm Monday to Friday (excluding Public Holidays).</p>
Backup and Recovery	Service Provider	Finance	Service Provider	<p>The Service Provider will maintain a comprehensive database backup solution which includes website code, static assets/files, and databases. The Service Provider will automatically export MYSQL database one time per day and retain these backups for three days. In addition, the Service Provider conducts daily backups of Website(s) files and maintains a complete and current copy of each Website, which will be used in the event that the Service Provider must restore the Website due to failure of fault of the Service. Backups are performed daily over the previous week, weekly over the previous month, and monthly thereafter.</p>

Disaster Recovery snapshots	Service Provider	Finance	Service Provider	<p>The Service Provider will make hourly internal disaster recovery snapshots of data. The Service Provider will retain these snapshots on a diminishing schedule for three months. These backups will be used to restore Website(s) at another location within the same Region in the event of a total data centre loss or a loss of multiple disk systems. The Service Provider will not provide access to these snapshots and will not use these snapshots to restore Websites due to data-loss or deletion by the Entity or Finance.</p>
Resolution and Escalation Procedures	Service Provider	Finance	Service Provider	<p>In response to a request for support, the Service Provider will work diligently to develop a fix or a workaround in the most expedient manner reasonably possible, and will work continuously on all Critical issues until such fix or workaround is in place. If at any time Finance is not satisfied with the current plan of action for an active issue, Finance may request the matter be escalated to the Service Provider management directly through Finance’s Service Provider Support point of contact. Finance may also request to review the matter with a Service Provider Support manager.</p> <p>The following actions take place when Finance escalates an issue:</p> <ol style="list-style-type: none"> 1. The Service Provider Support Leadership team is notified of the situation, and when appropriate, the Finance’s Account Manager is notified as well. 2. A review of Finance’s business needs and technical case is conducted and an action plan is formulated with the goal of driving your issue to the most rapid resolution possible. 3. Communication of the action plan is discussed with Finance, including deliverables and, if appropriate, timelines 4. If the communication is not acceptable Finance may request to speak with the next level of management: <ol style="list-style-type: none"> i. First Level: Regional Manager ii. Second Level: Director, Service Provider Support iii. Third Level: Managing Director, Global Support

				<p>iv. Fourth Level: VP Customer Solutions</p> <p>The Service Provider Support Leadership team is copied on all "Critical" tickets that are submitted by Client. This helps ensure that these situations receive management attention immediately.</p>
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