

**Memorandum of Understanding
for the Provision of ICT Services**

between

SHARED SERVICES

and

The CUSTOMER (*insert name of Customer*)

Consulting Cloud Preview

Table of Contents

1.	Definitions and Interpretation	2
1.1	Definitions.....	2
1.2	Interpretation	4
2.	Term	4
3.	Co-operation and consultation	4
4.	Performance of Services	4
4.1	Provision of Standard Workplace Support Services.....	4
4.2	Standing offer for the provision of Catalogue Services.....	4
4.3	Review of Business Services Catalogue.....	5
4.4	Request for Services.....	5
5.	Service Levels	6
5.1	Services to be performed in accordance with Services Levels	6
5.2	Annual review of the Service Levels.....	6
5.3	Application Service Levels	6
6.	Price for Services	6
6.1	Fees.....	6
6.2	Annual review of the Pricing Summary.....	7
6.3	GST.....	7
7.	Relationship management	7
7.1	User Operational Issues	7
7.2	Account Manager and Authorized Representative	8
7.3	Customer Operational Review Group.....	9
7.4	Stakeholder Committee	10
7.5	Dispute Resolution.....	10
8.	Termination	10

9. Record Keeping 10

10. Subcontracting 11

11. Intellectual Property 11

12. Confidentiality and Privacy 11

12.1 Confidentiality 11

12.2 Privacy 12

13. Insurance 12

14. Review 12

15. General 13

15.1 Entire Agreement 13

15.2 Variation or Amendment 13

15.3 Costs 13

15.4 Time to Act 13

15.5 Governing Law 13

15.6 Status of MOU 13

Schedule 15

Particulars 15

Consulting Cloud Preview

Memorandum of Understanding**between****SHARED SERVICES (insert ABN and address) (SHARED SERVICES)****and****THE CUSTOMER (insert name of Customer and address) (Customer)****Background**

- A. The purpose of this MOU is to:
- (a) describe the understanding between SHARED SERVICES and the Customer as to:
 - (i) Services;
 - (ii) Services Levels; and
 - (iii) Fees;
 - (b) articulate the respective roles, responsibilities and accountabilities for each of the Parties; and
 - (c) support Shared Services policy by:
 - (i) reducing the cost of providing core ICT Services;
 - (ii) enabling better 'front line' service delivery; and
- B. The objective of the Customer is to procure ICT Service to enable it to perform its functions in a manner to ensure;
- (a) Value for money;
 - (b) Accountability;
 - (c) Risk management; and
 - (d) Probity and transparency.
- C. The Parties are entering this memorandum with the joint objectives of delivering benefits to the organizations it serves including;
- (a) boosting productivity;
 - (b) significantly improving cross-departmental co-ordination and collaboration;

- (c) making it easier to respond to changing circumstances, emergencies and new advances in technology and service delivery
- D. The Parties have agreed to enter into this memorandum to detail the arrangements in relation to the provision of ICT services by SHARED SERVICES to the Customer.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

In this memorandum unless the contrary intention appears, the following definitions will apply:

Application Service Level Arrangement means a document detailing the service levels for a specified application of the Customer signed by the Parties.

Background IP means all Intellectual Property Rights in material under the control or used by a Party prior to the Commencement Date.

Business Day means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)* (as amended from time to time)) in Melbourne.

Business Services Catalogue means the document entitled 'Business Services Catalogue' published by SHARED SERVICES from time to time.

Catalogue Services means the services as set out in the current Business Service Catalogue.

Commencement Date means the commencement date of this MOU set out in Item 1 of the Schedule.

Confidential Information means information (in whatever form) of a Party including but not limited to technical, scientific and financial information which comes into the possession of the other Party through intentional or unintentional disclosure, excluding information which:

- (a) is or comes into the public domain other than by disclosure in breach of the terms of this MOU;
- (b) is or becomes available to the recipient Party from a third party lawfully in possession of it and with the lawful power to disclose it to the recipient Party;
- (c) is rightfully known by the recipient Party (as shown by its written record) prior to the date of disclosure to it under this MOU; or

- (d) is independently developed by an employee of the recipient Party who has no knowledge of the disclosure made under this MOU.

Service Level Definitions means document entitled 'Service Level Definitions' published by SHARED SERVICES from time to time.

Fees means a fixed fee payable to SHARED SERVICES for the provision of the Services, determined in accordance with the Pricing Policy.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

Information Privacy Principles means the principles so identified and set out in the *Information Privacy Act 2000*, as amended from time to time.

Intellectual Property Rights means copyright, trade mark, design, patent, semiconductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before, on or after the commencement date of this MOU.

MOU means this Memorandum of Understanding as amended from time to time.

Party and **Parties** means severally the parties to this MOU.

Pricing Summary means the schedule of Rates and Fees payable by the Customer to SHARED SERVICES for the Catalogue Services as published by SHARED SERVICES from time to time.

Purchase Order means an order for Catalogue Services, submitted by the Customer to SHARED SERVICES in accordance with **clause 4.4(c)**.

Rates means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to SHARED SERVICES for the provision of the Services, determined in accordance with the Pricing Summary.

Request for Services means a request by the Customer under **clause 4.4(a)** for a Quote in respect of the provision of any of the Catalogue Services.

Service Delivery Manager means the person or persons occupying the role of the same name at SHARED SERVICES in respect of the Customer.

Service Levels means the service levels as set out in the Service Level Definitions.

Services means the services as set out in the Business Service Catalogue which the Customer has requested SHARED SERVICES to provide and confirmed by SHARED SERVICES in accordance with **clause 4.4**.

Services IP means all Intellectual Property Rights in goods or services developed as part of the Services.

Standard Workplace Support Services means the services described as the 'Standard Workplace Support Arrangements' in the current Business Services Catalogue.

State means the Crown in the right of the State of Victoria.

Term means the term of this MOU set out in **clause 2** of this MOU.

1.2 Interpretation

In this MOU unless the context indicates to the contrary:

- (a) words in the singular include the plural and the words in the plural include the singular;
- (b) reference to a Schedule or an Attachment is a reference to a Schedule or an Attachment to this MOU and form part of this MOU; and
- (c) where a conflict or inconsistency arises between the terms and conditions contained in the clauses of this MOU and any part of the Schedule, the terms and conditions of the clauses prevail to the extent of the conflict or inconsistency.

2. Term

This MOU will commence on the Commencement Date and will continue until terminated in accordance with clause 9.

3. Co-operation and consultation

- (a) The Parties will exercise their rights and perform their obligations under this MOU in a co-operative, consultative and transparent manner.
- (b) The Parties will work together to operate within the principles specified in this MOU to ensure that the Services are delivered in accordance with this MOU.

4. Performance of Services

4.1 Provision of Standard Workplace Support Services

During the Term, SHARED SERVICES will provide the Standard Workplace Support Services to the Customer on and subject to the terms of this MOU.

4.2 Standing offer for the provision of Catalogue Services

During the Term, SHARED SERVICES hereby makes a standing offer to provide the Catalogue Services, on and subject to the terms of this MOU.

4.3 Review of Business Services Catalogue

- (a) During the Term, SHARED SERVICES shall conduct an annual review of the Business Services Catalogue and shall publish a revised Business Services Catalogue prior to 30 June each year.
- (b) Each version of the Business Service Catalogue shall apply to the provisions of Services in the subsequent financial year.
- (c) During the annual review, SHARED SERVICES may add, remove or alter services in the Business Services Catalogue. If a service is removed from the Business Services Catalogue then that service is deemed to be no longer part of the Catalogue Services from the commencement of the relevant financial year. If a service is added to Business Service Catalogue then the service is deemed part of the Catalogue Services and may be the subject of a request by the Customer from the commencement of the relevant financial year.
- (d) At any time during the Term, SHARED SERVICES may review of the Business Services Catalogue to include an additional service and publish a revised Business Services Catalogue.

4.4 Request for Services

- (a) During the Term, the Customer may request SHARED SERVICES to provide any of the Catalogue Services to the Customer by submitting to SHARED SERVICES, in writing, a Request for Services.
- (b) A Request for Services must:
 - (i) detail the Catalogue Services required by the Customer, together with any applicable deadlines or milestones relevant to the performance of the relevant Catalogue Services; and
 - (ii) request the SHARED SERVICES to provide to the Customer within 10 Business Days a written Quote in respect of the provision of those Catalogue Services, such Quote to specify the total amount payable by the Customer for the provision of the required Catalogue Services and a break down of the Rates or Fees comprising that amount.
- (c) If a Customer accepts a Quote provided under **clause 4.4(b)(ii)**, the Customer will issue a Purchase Order.
- (d) An obligation on SHARED SERVICES to provide the Services to Customer will arise upon the receipt of the Purchase Order specified in **clause 4.4(c)** by SHARED SERVICES.