

PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 11 – TELECOMMUNICATIONS AS A SERVICE

Box 1 Telecommunications as a Service

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Service Description (clause 2.2, 2.3, 2.4, 32.1(a), 41.1(b) and 45.1(a))	
<p>Telecommunications Services to be provided:</p> <p>The Telecommunications Service Definition should include the strategy for the delivery of the Telecommunications Services that is appropriate for the Customer’s needs and its User population, such as:</p> <ol style="list-style-type: none"> a. identification of the Telecommunications Services to be performed; b. a mechanism to determine when the Transition In Plan is complete and the Telecommunications Services can commence; c. Users to whom such Telecommunications Services must be made available; and d. implementation of the Telecommunications Services. 	<p>Data services, fixed services, management and/or maintenance services, provision of Contractor software, in each case as detailed in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).</p>
<p>Where this is an order for Telecommunications Services subsequent to the establishment of a Transition In Plan, specify:</p> <ol style="list-style-type: none"> a. the Telecommunications Services which are the subject of the request; and b. the date from which the Customer requires the instructions under this Module Order Form to be completed. 	<p>As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).</p>
<p>List the Sites where the Services are required (if applicable):</p>	<p>As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).</p>
<p>List any Services that must be scalable:</p>	<p>As set out in the General Order Form.</p>
<p>Does the Service involve any Contractor provided transition?</p> <p>Note: such a plan must be supplied and may include:</p> <ol style="list-style-type: none"> a. due diligence; b. data migration; c. Business Continuity Plans; d. testing of Services; and e. handover arrangements. 	<p>Yes, as set out in Schedule 12 (PIPP).</p>
<p>Due diligence may include assessment and definition of the:</p> <ol style="list-style-type: none"> a. Customer’s goals, requirements and 	<p>As set out in Schedule 12 (PIPP).</p>

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<p>expectations in respect of the Telecommunications Services;</p> <p>b. Contractor’s understanding of the Customer’s and/or User’s experience and requirements in relation to the Telecommunications Services;</p> <p>c. objectives to be met by the Contractor;</p> <p>d. nature and scope of the Telecommunications Service, including the Environment, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them);</p> <p>e. end users who will be supported by the Telecommunications Service;</p> <p>f. migration of Customer Content;</p> <p>g. data retention and disposal requirements;</p> <p>h. resources required (including any Customer Supplied Items or Customer assistance);</p> <p>i. complexity of the project ; and</p> <p>j. any Transition Out Services plan.</p> <p>Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Telecommunications Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:</p> <p>a. the governance arrangements between the Customer and the Contractor;</p> <p>b. the governance arrangements dealing with the Contractor and any third parties;</p> <p>c. the protocols for managing security issues between the Parties;</p> <p>d. the protocols for identifying and managing risks;</p> <p>e. how the key aspects of the Services will be provided to the Customer;</p> <p>f. the procedures for varying Services and providing additional Telecommunications Services;</p> <p>g. how User complaints and disputes will be managed;</p> <p>h. updating the Procedures Manual; and</p> <p>i. Data backups, if required outside of disaster recovery processes.</p> <p>Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it.</p>	
Is Acceptance Testing required?	Yes, as set out in Schedule 12 (PIPP).
Service Period (clause 3.1)	
Commencement Date:	The Commencement Date of the Customer

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	Contract.
Expiry Date (if any):	The expiry of the Contract Period.
Service Period (time from commencement to expiry) if any:	As set out in the Customer Contract.
Training (clause 2.7)	
List any training to be provided:	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Standards (clause 5.1(b))	
Specify any specific standards that apply to the Telecommunications Services:	As set out in Schedule 3 (Service Level Agreement).

Box 2 Data Control and Access

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Security (clause 23.1)	
Is any security and encryption required for the Customer Content as defined by the Customer's Information Security Management System (ISMS)? Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS	Security and encryption requirements are defined in Schedule 3 (Service Level Agreement).
Security standards (clause 23.2(e))	
List any other security standards with which the Contractor must comply:	Security and encryption requirements are defined in Schedule 3 (Service Level Agreement).
Disaster Recovery/Business Continuity Plan (clause 26)	
Is a Business Continuity Plan required (including backup and disaster recovery procedures)?	As set out in Item 24 of the General Order Form.

Box 3 Service Levels

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Service Level Agreement (clause 13.5)	
Is a Service Level Agreement for the Telecommunications Services required? Note: it is anticipated that all Telecommunications Services will be supplied in accordance with a Service Level Agreement or the Service Levels as contained in the Contractor's Standard Form of Agreement (as at the date and time of the executed order)	Yes, Service Levels are set out in Schedule 3 (Service Level Agreement).

Failure to supply (clause 11.3)	
<p>Specify the number of occasions during a three month rolling period after which the Contractor must identify and implement steps to address the cause of failure to supply the Telecommunications Service.</p> <p>Note: the default position in Module 11 is three or more consecutive occasions and the steps must be notified to and agreed with the Customer within 5 days of the third Service Level failure.</p>	[REDACTED]
Service Credits (clauses 13.1 & 13.3)	
<p>Specify whether Service Credits will apply to the Telecommunications Service:</p> <p>Note: it is not expected that Service Credits are the Customer's sole remedy. For example, other remedies may include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Termination for cause; 2. Transition Out at Contractor's cost; 3. Damages; 4. Replacement of Service at Contractor's cost; and 5. Other (specify) 	[REDACTED]

Box 4 Payment and Invoicing

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Invoicing (clause 8.4)	
<p>Specify whether aggregated or consolidated invoicing is applicable to the Telecommunications Service (if any):</p> <p>Note: 'Aggregated' invoicing means an invoice specifying each Customer and that Customer's bill. 'Consolidated' invoicing means an invoice that is the sum of all Customers' bills on the one invoice with no individual Customer's details.</p> <p>For example, an aggregated invoice to a principal department would detail each agency's invoice within that Cluster. A consolidated invoice would have no such detail.</p>	<p>Aggregated invoicing is applicable to the Telecommunications Service.</p>

Box 5 Reports and records

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Reports (clause 15.1)	
<p>Specify any Customer Works or non-standard reports that the Contractor must provide to the Customer, including the timing and format of such reports (if any):</p>	<p>As set out in Schedule 3 (Service Level Agreement).</p>

Box 6 Cancellation

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Notice for transfer (clause 17.3)	
<p>Specify the notice period that will apply where a Customer wants to transfer or redeploy a Telecommunications Service.</p> <p>Note: The default period under Module 11 is 60 days' Notice in Writing</p>	<p>The default notice period under Module 11 shall apply.</p>

Box 7 Transition Out

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Transition Out Services (clause 18.4)	
<p>Is a disengagement (Transition-Out Services) plan required?</p> <p>Transition-Out Services may include:</p> <ol style="list-style-type: none"> returning or destroying documents or materials, together with any reproduction of those documents or materials; transitioning the Telecommunications Service to a new service provider or to the Customer; ensuring technological parity with other service providers and the provision of sufficient technical documentation to enable successful and cost-effective transfer of the Customer Content; and procedures for the return/transfer or deletion of Customer Content upon termination of the Customer Contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency. <p>Consider issues relating to:</p> <ol style="list-style-type: none"> regular (eg annual) review of the Transition-Out Services Plan; and how and when the Transition Out-Services are brought into effect. <p>Specific matters that may be covered in the plan include that the Contractor, in consultation with the Customer and as stated in the Transition-Out Services plan:</p> <ol style="list-style-type: none"> provide all reasonable transition assistance for the delivery of Customer Content to the new service provider or to the Customer and the reloading of the production databases; provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan); provide a list of the outstanding issues detailed on any issues register; answer questions and provide such other 	<p>Yes, a disengagement plan is required. Transition Out Services and the process for drafting and agreeing a Transition Out Plan are set out in Schedule 3 (Service Level Agreement).</p> <p>Transition Out Plan is to be provided by the Contractor within six months of the Commencement Date, and thereafter updated by the Contractor and submitted to the Customer for approval in accordance with Schedule 3 (Service Level Agreement) every 12 months.</p>

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
<p>information as may be reasonably sought by the new service provider and/or by the Customer to assist it in the transition process;</p> <p>e. surrender any remaining Customer owned reports and documents still in the Contractor's possession;</p> <p>f. the Contractor ceases to become liable to perform any part of the Telecommunications Service after it is transitioned to a new service provider or to the Customer;</p> <p>g. the Contractor's obligations to meet the Service Levels is not reduced and the Contractor remains liable for failing to meet any Service Levels;</p> <p>h. the Customer must continue to pay the full Contract Price until the last day of the Service Period, notwithstanding that some or all of the Telecommunications Service may have been transitioned to a new service provider or to the Customer;</p> <p>i. the Contractor must, subject to clause 30, return to the Customer all Customer Content within 14 days of termination of the Customer Contract and back up and secure Customer Content for a further 60 days after termination of the Customer Contract; and</p> <p>j. not delete any Customer Content at the end of the Customer Contract without the express prior approval of the Customer.</p>	

Box 8 Access to Customer's Site

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Access (clause 19.1)	
Specify any requirements that apply to a Contractor where the Contractor is required to access the Customer's Site(s):	As set out in Item 18 of the General Order Form, Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

Box 9 Management of Networks

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Maintenance of Network (clause 24.1(a))	
Specify the agreed notice period before the Contractor may undertake planned or non-essential maintenance of a Network:	As set out in Schedule 3 (Service Level Agreement).

Box 10 Incident and Problem Management

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Severity codes (clause 25.2)	
Do default severity codes apply?	Yes, as set out in Schedule 3 (Service Level Agreement).

Box 11 Telecommunications Equipment Supply and Maintenance

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Supply of Telecommunications Equipment (clause 31.1)	
Is equipment to be provided in connection with the Telecommunications Service(s)?	Yes, as set out in Schedule 12 (PIPP) and Module 1.
Are any maintenance services to be provided in connection with the Telecommunications Services?	Yes, as set out in Module 2 and Schedule 3 (Service Level Agreement).

Box 12 Additional terms – Fixed Voice Services

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (clauses 32.1, 33.1 and 34.1)	
<p>Specify any additional terms and conditions that apply to the Fixed Voice Services, including:</p> <ol style="list-style-type: none"> the Sites where the Fixed Voice Services will be delivered; the timeframes for delivery of the Fixed Voice Services; terms that apply to Telephone Numbers and addresses (including the porting of Telephone Numbers); and any other additional requirements. <p>Note: Where Telecommunications Equipment is to be provided for or in relation to Fixed Voice Services, such Telecommunications Equipment should be provided by the Contractor in accordance with and subject to the terms of Module 1 and maintained by the Contractor in accordance with and subject to the terms of Module 2.</p>	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

Box 13 Additional terms – Mobile Services

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (clauses 38.1, 39.1, 40.1 and 42.1(c))	
Specify any additional terms and conditions apply in relation to the provision of Mobile Services, SIM cards or mobile coverage?	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).

Box 14 Additional terms – Data Service

Details to be included from Module 11	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (clause 45.1)	
Specify any additional terms and conditions apply to the Data Services?	As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).