

## MODULE 13 – SYSTEMS INTEGRATION SERVICES

Version 3.0

**1. INTERPRETATION**

**1.1** The terms and conditions included in this Module 13 form part of the Customer Contract and apply when the Parties state that the Systems Integration Services form part of the Customer Contract in Item 8 of the General Order Form Systems Integration Services.

**1.2** In this Module, unless the contrary intention appears:

“**System**” means the system specified in the Order Documents that the Contractor must provide after it has performed the Systems Integration Services.

“**Systems Integration**” means, in relation to a System, the process of assembling complete systems out of many components and integrating them so that all the components work together.

“**Systems Integration Services**” means the Services for Systems Integration specified in the Order Documents to be provided by the Contractor to the Customer.

“**Test Data**” means data or input that is used to ensure that an algorithm or program functions correctly.

**1.3** Other capitalised words and expressions used in this Module are defined in the Dictionary in Part 3. .

**2. PERIOD OF SERVICES**

**2.1** The Systems Integration Services must be provided for the Contract Period unless the Customer Contract is earlier terminated in accordance with the Customer Contract. If no Contract Period is specified in the Order Documents, then the Systems Integration Services will be provided for the period continuing from the Commencement Date until either Party cancels the Systems Integration Services with 30 days prior Notice in Writing.

**3. COMPONENTS OF THE SYSTEM**

**3.1** If as part of the Systems Integration Services a Deliverable is required to which the terms or conditions of another Module relate, those Deliverables may be procured by the Contractor either:

(a) as a Nominee Purchaser, by placing an Order Documents under the relevant Contract Authority agreements; or

(b) as specified in the Order Documents;

and the provisions of clause 3.2 shall apply.

**3.2** For the avoidance of doubt:

(a) Hardware must be procured in accordance with the terms and conditions of Module 1 (Hardware Acquisition and Installation);

(b) Hardware must be maintained in accordance with the terms and conditions of Module 2 (Hardware Maintenance Services);

(c) Software Products must be licensed to the Customer in accordance with the terms and conditions of Module 3 (Licensed Software);

(d) Development Services for a Systems Integration must be procured in accordance with the terms and conditions of Module 4 (Development Services);

(e) Software Support must be procured in accordance with the terms and conditions of Module 5

(Software Support Services);

- (f) Contractor Services must be engaged in accordance with the terms and conditions of Module 6 (Contractor Services);
- (g) Professional Services must be procured in accordance with the terms and conditions of Module 7 (Professional Services);
- (h) Data Services must be procured in accordance with the terms and conditions of Module 9 (Data Migration);
- (i) Telecommunications Services must be procured in accordance with the terms and conditions of Module 15 (Telecommunications Services);
- (j) Web hosting Services and Internet Services must be procured in accordance with the terms and conditions of Module 12 (MANAGED Services) or
- (k) Managed Services must be procured in accordance with the terms and conditions of Module 12 (Managed Services).

#### 4. SYSTEMS INTEGRATION SERVICES

4.1 The Contractor must provide the Systems Integration Services specified in the Order Documents in accordance with the Customer Contract. The Contractor shall assume project management and control including management of the project risks which are identified as the Contractor's responsibility under the Customer Contract.

4.2 The Contractor shall supply the equipment (CSE) specified in the Order Documents.

4.3 The Systems Integration and Systems Integration Services must as a minimum meet the Customer Contract Specifications.

4.4 Unless otherwise agreed by the Parties in the Order the Contractor agrees to provide a transition out plan that meets the obligations set out in clause 10 within 30 days of the Commencement Date.

4.5 The Customer must include in or annex to the Order Documents its Statement of Requirements. The Customer in must as soon as practicable:

- (a) make available to the Contractor all relevant instructions, information, data, documents, specifications, plans, drawings and other materials; and
- (b) answer queries made by the Contractor relating to the Customer's requirements in connection with the provision of the System.

4.6 The Customer shall supply the CSI specified in the Order Documents and comply with its obligation under clause 6.40 of the Customer Contract to repair or replace the CSI.

4.7 The Customer will allow the Contractor reasonable access to the Site for the purpose of meeting its obligations to supply the System Integration Services.

4.8 The Contractor shall prepare an implementation planning study in accordance with clause 6.14 of the Customer Contract.

#### 5. IMPLEMENTATION PLANNING STUDY

The Contractor shall prepare an implementation planning study in accordance with clause 6.14 of the Customer Contract.

#### 6. PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

6.1 The Contractor must prior to performing the Systems Integration Services prepare a PIPP for the approval of the Customer, which when approved forms part of the Contract Specifications.

6.2 Without limiting the effect of clause 4.1, the Contractor must perform the Systems Integration Services at the times and in the manner set out in the PIPP.

6.3 A Party may periodically review the PIPP. A Party must not unreasonably refuse a Change Request to adjust the Services or to improve the Services under the PIPP.

6.4 The Contractor must in accordance with the PIPP implement all activities set out in the PIPP for the performance of the Systems Integration Services and perform any other Services specified in the Order Documents.

6.5 The PIPP for the Systems Integration Services must, unless otherwise specified in the Order Documents, include the following Stages:

- (a) assessment and definition of the:
  - (i) Customer's existing system, if necessary;
  - (ii) System;
  - (iii) Customer's goals, requirements and expectations in respect of the Systems Integration which must include a statement of:
    - (A) the Contractor's understanding of the Customer's and/or User's experience and requirements in relation to the Systems Integration;
    - (B) the objectives to be met by the Contractor; and
    - (C) the scope of the Systems Integration;
  - (iv) required Deliverables;
  - (v) resources required (including any resources to be made available by the Customer); and
  - (vi) complexity of the project,
- (b) a feasibility study in which the Contractor makes the determination (and includes any appropriate recommendations) as to whether the Contractor's Systems Integration Services proposals are capable of meeting Customer and/or User's needs and expectations taking into account budgetary, operational, technical and time considerations;
- (c) Development of a strategy for the Systems Integration that is appropriate for the Customer's needs and its User population covering all appropriate planning and timetabling issues associated with the Systems Integration Services including:
  - (i) identification of the Services to be performed;
  - (ii) identification and procurement of necessary Products;
  - (iii) allocation of responsibilities within each Party's organisation;
  - (iv) staging of the project;
  - (v) development of a Milestones and payment schedule; and
  - (vi) implementation of the Services.
- (d) Development of a Contract Specification for the Systems Integration Services which must be completed and approved in accordance with the Order Documents;
- (e) Implementation of the Systems Integration Services in accordance with clause 3;
- (f) Testing and acceptance of the Systems Integration in accordance with clause 10 of the Customer Contract.

## 7. MAINTENANCE OF CUSTOMER SUPPLIED ITEMS (CSI)

**7.1** If specified in the Order Documents, the Contractor is hereby appointed as agent to manage any existing maintenance obligations in respect of CSI specified in the Order Documents during the Contract Period.

## 8. SYSTEM ACCEPTANCE

### Certificate of Acceptance

**8.1** Acceptance of all or any part of the System Integration Services, will only occur

- (a) after completion of Acceptance Tests on the System in accordance with clause 10 of the Customer Contract; and
- (b) on the date specified in the certificate of acceptance issued to the Contractor by the Customer.

**8.2** For the purposes of clause 10 of the Customer Contract, a certificate of acceptance under 10.9 will be the only sufficient form of notification of acceptance that the Systems Integration Services have been performed in accordance with the Contract.

**8.3** The Customer must issue the certificate of acceptance within the Acceptance Notification Period after the successful completion of the Acceptance Tests in relation to the System, or notify the Contractor that the Contractor that the Customer is not satisfied on reasonable grounds that the Acceptance Tests have been passed.

### Final System Acceptance

**8.4** Once all of the Systems Integration Services have been performed and each Deliverable comprised in the System, tested and certified as accepted by the Customer, final System Acceptance Tests in

accordance with clause 10 of the Customer Contract may be conducted by the Customer.

- 8.5** Unless the Customer has notified the Contractor that it is not satisfied that the final System Acceptance tests have been passed, the Customer must issue a final System certificate of acceptance within the Acceptance Notification Period after it has conducted final System Acceptance Tests.

**9. SYSTEM WARRANTY**

- 9.1** The Contractor warrants that all components of the System will combine and interact with each other in accordance with the Contract Specifications.

- 9.2** Without limiting any other rights of the Customer, the Contractor will promptly rectify any Defect in the System that occurs as a result of the Systems Integration Services during the first 90 days after the AAD for the Services or any greater Warranty Period specified in the Order Documents.

**10. TRANSITION OUT PLAN**

- 10.1** The Contractor shall, within 6 months of the commencement of the Contract if required by the Customer develop to the Customer's satisfaction a comprehensive transition out plan on a Time and Materials basis. The parties shall annually (or other period deemed appropriate by the Customer) review the transition out plan and the Contractor shall implement any agreed changes.

**11. TRANSITION OUT**

- 11.1** On termination of the Systems Integration Services for any reason, and subject to any other requirements in the Order Documents, the Contractor will, if requested by the Customer for the period of up to 6 months on the same terms of the Contract, assist the Customer in transferring responsibility for providing the Systems Integration Services either to an alternative service provider or to the Customer itself. Unless otherwise specified in the transition out plan, the Contractor must implement arrangements for:

- (a) the novation or assignment (to the extent practical) of any third party agreements, licences and other contractual arrangements entered into by the Contractor for the purposes of the Contract ('agreements') or the transfer of management responsibility in respect of such agreements, from the Contractor to an alternative service provider or to the Customer. The Contractor must use its reasonable commercial endeavours to ensure that the transfer is effected without incurring to the Customer, any increases in or transfer charges for the products and services to which those agreements relate;
- (b) an offer to sell to the alternative service provider or to the Customer itself at fair market value any equipment used by the Contractor in conjunction with and dedicated solely to the delivery of the Systems Integration Services;
- (c) the transfer of the Customer's data to an alternative service provider and/or to the Customer itself; and
- (d) the granting by the Contractor to an alternative service provider and/or to the Customer itself of access to all material held by the Contractor and produced in connection with and for the purposes of delivering the Systems Integration Services, regardless of the manner of storage, save that:
  - (i) there is no requirement pursuant to this sub-clause 11.1(d) for the Contractor to assign any Intellectual Property Rights in such material; and
  - (ii) the Customer must agree to comply with any reasonable security and confidentiality requirements stipulated by the Contractor in respect of access to such material.

- 11.2** This clause 11 survives termination or expiry of the Contract for a period of 6 years.