

**PROCURE IT VERSION 3.2**  
**MODULE ORDER FORM**  
**MODULE 12 – MANAGED SERVICES**

**Box 1 Managed Services**

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<b>Service Description (clause 1.11)</b>	
Specify the Managed Services to be provided, such as management of: a. Hardware, desktop Environments, server Environments or mainframes; b. telephony services; c. software, databases or applications (excluding SaaS, IaaS and PaaS); d. help desk or support services; e. printers, copiers or print related services; f. any combination of the above; or g. any other technology or Environment that is agreed by the Parties.	As agreed between the parties pursuant to a Change Request.
<b>Contract Period (clause 2.1)</b>	
Specify the Commencement Date	As agreed between the parties pursuant to a Change Request.
Specify the Contract Period (if different from default period) <i>Note: default period under Module 12 is three years</i>	As agreed between the parties pursuant to a Change Request.
Specify the Consolidation Period <i>Note: the default Consolidation Period is the first month of the Managed Services</i>	As agreed between the parties pursuant to a Change Request.
<b>Performance and Pricing Assumptions (clause 1.4)</b>	
Assumptions as agreed between the Parties regarding performance of the Managed Services and Price	As agreed between the parties pursuant to a Change Request.
<b>Supplementary Processes (clause 4.13)</b>	
Specify any supplementary processes and terms that apply to the Managed Services	As agreed between the parties pursuant to a Change Request.
<b>System (clause 1.16)</b>	
Specify the Contractor's information technology facilities dedicated to the provision of the Managed Services (unless set out in the PIPP)	As agreed between the parties pursuant to a Change Request.

**Box 2 Transition In Plan**

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<p><b>Completion Date (clause 3.31)</b></p> <p>Specify the completion date for Transition In Services</p> <p><i>Note: the Transition In Plan is to be annexed to this Order Form. The completion date may be set out in the PIPP</i></p>	<p>As agreed between the parties pursuant to a Change Request.</p>
<p><b>Specification of Transition In Services (clause 3.3)</b></p> <p>Specify whether the Contractor is required to perform due diligence</p> <p><i>Note: ‘due diligence’ may include assessment and definition of the:</i></p> <ul style="list-style-type: none"> <li>a. <i>Customer’s goals, requirements and expectations in respect of the Managed Services;</i></li> <li>b. <i>Contractor’s understanding of the Customer’s and/or user’s experience and requirements in relation to the Managed Services;</i></li> <li>c. <i>objectives to be met by the Contractor;</i></li> <li>d. <i>nature and scope of the Managed Services, including Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them);</i></li> <li>e. <i>end users who will be supported by the Managed Services;</i></li> <li>f. <i>necessary Assets and Additional Items and how they may need to be procured;</i></li> <li>g. <i>migration of Customer Managed Services Data;</i></li> <li>h. <i>Transition In Plan;</i></li> <li>i. <i>required Deliverables;</i></li> <li>j. <i>resources required (including any Customer Supplied Items or Customer assistance);</i></li> <li>k. <i>complexity of the project; and</i></li> <li>l. <i>any Transition Out Plan.</i></li> </ul>	<p>As agreed between the parties pursuant to a Change Request.</p>
<p>Additional Assets or Additional Items to be acquired by the Contractor? (Clause 3.11)</p>	<p>As agreed between the parties pursuant to a Change Request.</p>
<p><b>Valuation of Assets and Additional Items (clause 3.12)</b></p>	
<p>Specify the method of valuation for the Assets and Additional Items (unless set out in the</p>	<p>As agreed between the parties pursuant to a</p>

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
PIPP)	Change Request.
<b>Title and Risk to Assets and Additional Items (clause 3.14)</b>	
Specify when Title to the Assets and Additional Items passes to the Contractor  <i>Note: the default position is that Title passes on the Services Commencement Date</i>	As agreed between the parties pursuant to a Change Request.
Specify when Risk to the Assets and Additional Items passes to the Contractor  <i>Note: the default position is that Risk passes on the date the Contractor takes possession of the Assets and Additional Items</i>	As agreed between the parties pursuant to a Change Request.
<b>Client and Third Party Contracts (clause 3.15)</b>	
Client Contracts or Third Party Contracts transferred to the Contractor?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Party who bears the costs associated with novation of a Client Contract/Third Party Contract, procurement of management rights or the performing of obligations under clauses 3.16 and 3.17  <i>Note: the default position is Customer bears the associated costs</i>	Not applicable.
<b>Data migration (clause 3.23)</b>	
Specify if the Managed Services require migration of the Customer Managed Services Data	As agreed between the parties pursuant to a Change Request.
<b>Payment (clause 8.1)</b>	
Specify the payment details for the Transition In Services	As set out in Items 11 and 14 of the General Order Form and the PIPP.

### Box 3 Transition Out

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<b>Specification of Transition Out Plan (clause 7.1)</b>	
Specify if the Contractor must develop a Transition Out Plan  <i>Note: the Transition Out Plan must include</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  The Transition Out Plan must be developed by the Contractor within 6 months of the

<ul style="list-style-type: none"> <li>a. <i>Price payable for Transition Out Services;</i></li> <li>b. <i>costs associated with selling, transferring, assigning or relocating assets exclusively used in the provision of the Managed Services;</i></li> <li>c. <i>costs associated with winding down or stranded assets; and</i></li> <li>d. <i>how and when the Price and any other sums are due and payable.</i></li> </ul>	Commencement Date.
<p>Specify the Transition Out Services provided by the Contractor</p> <p><i>Note: Transition Out Services may include:</i></p> <ul style="list-style-type: none"> <li>a. <i>selling, transferring, assigning or relocating assets exclusively used in the provision of the Managed Services and the amount payable to the Contractor for such items;</i></li> <li>b. <i>providing reasonable assistance in procuring novations or assignments of the Client Contracts/Third Party Contracts to a new services provider or to the Customer;</i></li> <li>c. <i>returning or destroying documents or materials containing the Customer’s Confidential Information together with any reproduction of those documents or materials;</i></li> <li>d. <i>transitioning the Managed Services to a new service provider or to the Customer; and</i></li> <li>e. <i>granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System and any software owned by the Contractor which is integral to the ongoing provision of the Managed Services, subject to payment of licence fees by the Customer (or new service provider).</i></li> </ul>	<p>The Transition Out Services to be provided by the Contractor are as set out in Schedule 3 (Service Level Agreement) or as otherwise agreed between the Parties in the Transition Out Plan.</p> <p>The Transition Out Plan is to be developed by the Contractor in accordance with Schedule 12 (PIPP) and is subject to the final approval of the Customer.</p>
Specify the Transition Out Period (if different from the default period of 3 months)	The Transition Out Period is 12 months.

#### Box 4 Services

<b>Details to be included from Module 12</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Security measures (clause 4.6)</b>	
Specify the level of security and encryption required for the Customer Managed Services Data	As set out in Schedule 3 (Service Level Agreement).

<i>Note: Contractor should provide security measures that are in line with best practice industry standards. Any access to the Customer Managed Services Data is subject to these measures</i>	
<b>Additional Services (clause 6.2)</b>	
Specify the rates at which any Additional Services will be charged  <i>Note: if there is no rate specified, Additional Services will be charged as the Contractor's then current rates for government</i>	As agreed between the parties pursuant to a Change Request.

**Box 5 Service Levels**

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<b>Personnel (clause 5.3)</b>	
Specify any person/s who is/are organised by, or under the direction of the Customer	Not applicable.

**Box 6 Payment**

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<b>Payment for Services (clause 8.2)</b>	
Specify how the Customer will pay the Contractor  <i>Note: default position is Customer pays monthly in arrears</i>	As set out in Items 11 and 14 of the General Order Form and as further described in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
<b>Payment for Assets and Additional Items (clause 8.4)</b>	
Specify the period in which the Contractor must pay the Customer the purchase price for the Assets and Additional Items  <i>Note: default position is within 30 days of receipt of a tax invoice, such invoice to be provided on or after the Services Commencement Date</i>	Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.
<b>Licence fees for Contractor Services Data (clause 9.8)</b>	
Specify any licence fees that must be paid by the Customer to the Contractor for the Contractor's Services Data	Not applicable.