

Deed of agreement

between

State of Queensland
(acting through the Department of Transport and Main Roads)

and

Insert supplier's registered

name for the provision of

Vehicle Registration Scheme
Easy Business Support
Services

as an

Approved Service Provider

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DEED OF AGREEMENT

(Provision of Vehicle Registration Scheme - Easy Business Support Services)

BETWEEN: THE STATE OF QUEENSLAND acting through the Department of Transport and Main Roads (Transport Services Division)
("the State")

AND: THE PERSON NAMED AT ITEM 1 OF SCHEDULE 5
("the Supplier")

BACKGROUND:

- A. The State maintains the Transport Registration And Integrated Licensing System (TRAILS) database which includes details of vehicles registered under the *Transport Operations (Road Use Management) Act 1995*.
- B. Customers that have a Vehicle Registration Scheme agreement with the State can process vehicle registration transactions electronically in accordance with that agreement.
- C. To perform electronic registration transactions, customers require Dealer and Agency Interface System (DAIS) software that interfaces with the State's Systems.
- D. Customers also require Easy Business Support Services.
- E. Only Approved Service Providers who have entered into a service provider Agreement with the State can provide Easy Business Support Services to Customers.
- F. The State maintains a register from which it selects prequalified applicants to become Approved Service Providers.
- G. The Supplier has been chosen by the State to be an Approved Service Provider.
- H. The Supplier has developed DAIS software for use by Customers and intends to provide Easy Business Support Services to Customers. The State will provide the electronic access, training, help desk and other services necessary to allow the Supplier to do so.
- I. This Agreement records the terms of provision of services by the Supplier and the State to each other and to Customers.

AGREED TERMS

1. Interpretation

1.1 In this Agreement unless the context otherwise requires or a contrary intention appears, the following terms have the meanings assigned to them –

“**Access Services**” means the services the State must provide to allow the Supplier electronic access to the TRAILS Database and the State’s System so that the Supplier may give the State or the Customer information relating to the registration of vehicles. Access Services include online access to the TRAILS Database and the State’s System and any related electronic data transfers, electronic messaging and training and help desk support services.

“**Agreement**” means this Deed of Agreement and any schedule or attachment to this Agreement.

“**Approved Service Provider**” or “**ASP**” means a person approved by the State to provide Easy Business Support Services to Customers.

“**Business Hours**” means 8am to 5pm on a weekday other than a Saturday, Sunday or public holiday in Queensland.

“**Commencement Date**” means the date in Item 2 of **Schedule 5**.

“**Confidential Information**” means Data and any other information which becomes known to the Supplier in connection with this Agreement or provision of the Easy Business Support Services.

“**Customer**” means a person authorised by the State to use the Easy Business service option of the VRS and who may access the Easy Business Support Services provided by the Supplier.

“**Credential**” or “**Credentials**” means any and all keying material (including though not limited to, passwords, passphrases and digital certificates) that directly or indirectly can be used to access the Access Services. Credential(s) are considered Confidential Information.

“**Data**” means information contained in the State’s Systems.

“**Database**” means an organised collection of machine readable data that is electronically stored in computer searchable form.

“**Easy Business Arrangement**” or “**the Arrangement**” means the Easy Business service delivery process described in **Schedule 6**.

“**Easy Business**” means a service option within the VRS that authorises Customers to conduct electronic vehicle registration transactions.

“**Easy Business Support Services**” means the System Services, Help Desk Services and the Training Services.

“**Expiry Date**” means the date stated in Item 3 of **Schedule 5**.

“**Force Majeure**” means any act beyond the reasonable control of either party and includes acts of God, strikes, lockouts, stoppages or restraints of labour or other industrial disturbances; war, acts of public enemies, riot or civil commotion or sabotage; fire, explosion, earthquake, landslide, flood, washout, lightning, storm or tempest, restraints, embargoes or other unforeseeable actions of any Australian government.

“Help Desk Services” means the services specified in **Schedule 2**.

“Intellectual Property Rights” includes all copyright, trade mark, design, patent, semiconductor, circuit layout rights or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere as protected by legislation from time to time, whether created before, on or after the Commencement Date.

“Key Performance Measures” means the key performance measures and targets in **Schedule 4**.

“Participant” means an employee of the Customer.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

“System” means the operating and applications systems and databases in the form of a computerised information retrieval system maintained by the Supplier or the State as the context requires.

“System Services” means the services required to provide access to the Supplier’s Systems.

“Training Services” means the services specified in **Schedule 3**.

“Transition In Period” means a period from the Commencement Date until notice is given by the State under clause 5.3 that it is satisfied that the Transition In Plan has been completed.

“Transition In Plan” means a plan prepared by the Supplier and approved by the State which details the processes, activities and planning needed to ensure smooth integration and development of the Supplier’s Systems and services with those of the State.

“Transition Out Period” means the period from the Expiry Date or date of notification of termination of this Agreement during which the Transition Out Plan is carried out to the satisfaction of the State.

“Transition Out Plan” means a plan detailing the processes, activities and planning need to be carried out to ensure a smooth hand-over of Supplier Systems and services to the State prior to the expiry, or following termination, of this Agreement.

“Unexpected Event” means any event that may cause the State to vary the Arrangement.

“Vehicle Registration Scheme” or **“VRS”** means the arrangement between the State and Customers under which Customers are authorised to conduct vehicle registration transactions under one of the scheme’s service options being Easy Pay, Easy Plates or Easy Business.

1.2 In this Agreement:

- (a) any agreement on the part of two or more persons will be deemed to bind them jointly and severally;
- (b) a reference to a person includes a reference to corporations and other entities recognised by law;
- (c) the singular includes the plural and vice versa;

- (d) words importing one gender include a reference to all other genders.
- 1.3 In the case of any inconsistency between a Schedule and a clause in this document, the provisions of the clause will prevail to the extent of any inconsistency.
- 1.4 A reference to a statute, regulation, ordinance or by-law extends to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing it.
- 1.5 Where under or pursuant to this Agreement the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or public holiday in Queensland, such an act, matter or thing may be done on the next proceeding business day in Queensland.
- 1.6 Where a word or phrase is given a particular meaning in this Agreement, other parts of speech and grammatical form of that word or phrase have a corresponding meaning.
- 1.7 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendment to same made in accordance with this Agreement.

2. Term

- 2.1 This Agreement will start on the Commencement Date and, unless terminated earlier in accordance with its terms, expire on the Expiry Date.

3. State to provide Access Services

- 3.1 The State will provide:
- (a) the Access Services to the Supplier during Business Hours excluding scheduled maintenance or downtime;
 - (b) any identification codes and Credentials that are required for the Access Services to the Supplier;
 - (c) access to the TRAILS Database and data transfer services to Customers through the Supplier's DAIS software during Business Hours excluding scheduled maintenance or downtime; and
 - (d) instruction, training and training material to the Supplier and its personnel to enable the proper and effective utilisation of the TRAILS Database and Access Services.
- 3.2 The State will promptly inform the Supplier of any scheduled maintenance or downtime or changes to the Business Hours.
- 3.3 The Supplier acknowledges that the State will be unable to provide the Access Services to the Supplier or access to the TRAILS database to Customers during any period of industrial dispute, machine or services malfunction or breakdown, electrical short circuit, power failure, Force Majeure or any other cause beyond the control of the State.
- 3.4 The State will provide technical specifications and business rules to the Supplier for use in the development and provision of Easy Business Support Services.

4. Supplier to provide Easy Business Support Services

- 4.1 The Supplier must provide the System Services and Help Desk Services to Customers during Business Hours.
- 4.2 The Supplier will communicate with the State's help desk to obtain assistance with Customer inquiries for support that is outside the scope of the Help Desk Services. The Supplier will provide the Customer with the support or information that has been provided to the Supplier by the State.
- 4.3 The Supplier will offer Customers the Training Services and if requested by a Customer, provide the Training Services to the Customer and its personnel.

5. Transition In Period

- 5.1 This clause 5 applies unless the State notifies the Supplier otherwise.
- 5.2 This Agreement is subject to a Transition In Period during which the Supplier must implement the Transition in Plan to ensure smooth integration and development of the Supplier's Systems and services with those of the State.
- 5.3 The Transition In Period will continue until the State is satisfied that the integration has been implemented successfully. The State will notify the Supplier when the Transition In Period has ended and the Supplier can commence provision of Services.
- 5.4 The Supplier must not provide Easy Business Support Services to Customers during the Transition In Period.
- 5.5 If the Supplier fails to implement the Transition In Plan to the satisfaction of the State within a time frame required by the State, the State may terminate this Agreement by giving written notice to the Supplier.

6. Requirements for Services

- 6.1 If the State implements changes to its registration business rules or technical specifications, the Supplier must implement those changes in its System and the Easy Business Support Services upon notification from the State.
- 6.2 The Supplier must:
 - (a) prevent unauthorised access to the TRAILS Database and Access Services;
 - (b) ensure prospective users are trained and deemed competent in the use of the TICA application prior to access being provisioned;
 - (c) within 5 business days of occurring, advice be provided to the department of any personal that cease to deliver Easy Business Support Services so that their access to TICA may be removed;
 - (d) have clearly expressed procedures for their staff on the management of personal/confidential information;
 - (e) not transmit Data or allow Data to be transmitted to any person other than a Customer;

- (f) only use the Data for its intended purpose;
- (g) ensure that the Supplier's System does not contain, carry or display any virus or other characteristic which interferes with, corrupts or otherwise jeopardises the confidentiality, integrity and/or availability of any of the Access Services or the State's Systems;
- (h) meet the skill requirements in **Schedule 1**;
- (i) keep secret its identification codes, any other identification and Credentials for access to the TRAILS Database, any of the Access Services and the State's Systems;
- (j) ensure that Credentials that take the form of a password conform to the Department's password managed standard as defined in the Identify and Access Management Standard including future modifications to the standard.
- (k) distribute Credentials via an industry accepted secure method;
- (l) ensure that Credentials that take the form of a digital certificate used to directly access the Access Services, expire after no more than 24 months.
- (m) not use depreciated, superseded, or insecure algorithms or protocols for the electronic transfer, storage or handling of Private or Confidential Information
- (n) not knowingly do or fail to do anything which would breach any agreement or arrangement involving the State relating to the use, security and integrity of the TRAILS Database, the Access Services and the State's Systems;
- (o) comply with any laws that are relevant to the provision of Easy Business Support Services;
- (p) maintain a level of performance in its System and support services which is acceptable to the State;
- (q) maintain its System in accordance with the business rules and technical specifications provided by the State from time to time; and
- (r) achieve the Key Performance Measures.

7. Substitution

Neither party will substitute any hardware or software that may substantially affect either party's ability to provide access to the TRAILS Database, without giving one (1) month prior written notice of the proposed substitution to the other party.

8. Changes to Hours of Operation

If either party decides to change its business hours, that party must give the other party thirty (30) calendar days written notice of its intention to do so.

9. Accuracy

- 9.1 The State cannot and does not warrant that any Database used in the vehicle registration process is free of inaccuracies, defect or errors.

9.2 The Supplier acknowledges that the State is not responsible for any inaccuracy, defect or error in the Supplier's programs, data, information, equipment, facilities or System.

10. Intellectual Property Rights

10.1 Nothing in this Agreement is intended to affect Intellectual Property Rights in Data or DAIS software.

10.2 The Supplier acknowledges the State's absolute ownership of all Intellectual Property Rights in Data. Such rights will not pass to the Supplier, Customers or any other person at any time.

11. Confidentiality

11.1 The Supplier must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the State's consent, other than for the purposes of performing this Agreement.

11.2 The Supplier may disclose Confidential Information to its officers, employees, agents and sub-contractors to the extent necessary for the performance of this Agreement, provided that the Supplier:

- (a) makes such persons aware that the information is confidential and must be kept confidential; and
- (b) requires such persons to execute a Deed of Confidentiality in a form acceptable to or provided by the State.

11.3 The Supplier shall only permit employees who have a clear criminal history (both in Australia and overseas) to access the Data. The Supplier will procure an Australia-wide criminal history check for each employee that has access to the Data:

- (a) prior to that employee first being given access to the Data;

and will immediately notify the Department if the Supplier becomes aware, whether via such a check or otherwise, that such an employee has a criminal history.

11.4 The obligations under this **clause 11.4** do not apply to the extent that:

- (a) any information is publicly available (other than as a result of the Supplier's breach of this Agreement);
- (b) any information is lawfully provided to the Supplier by a third party;
- (c) the Supplier is required by law to disclose the information; or
- (d) the Supplier is required by this Agreement to disclose the information to a third party.

11.5 During the term of this Agreement, the Supplier must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

Upon receipt of a written request by the State, either during the term of this Agreement or upon termination or expiration of this Agreement, the Supplier must deliver to the State or destroy all Confidential Information in the Supplier's power, possession or control.

12. Privacy and Personal Information

- 12.1 If the Supplier collects or has access to Personal Information in order to perform its obligations under this Agreement, the Supplier must:
- (a) comply with Parts 1 and 3 of the *Information Privacy Act 2009* as if the Supplier was the State;
 - (b) not use Personal Information other than for the purposes of its obligations under this Agreement, unless required or authorised by law;
 - (c) not disclose Personal Information without the prior written consent of the State, unless required or authorised by law;
 - (d) not transfer Personal Information outside Australia without the prior written consent of the State;
 - (e) ensure that access to Personal Information is restricted to those of the employees and officers who require access in order to perform their duties under this Agreement;
 - (f) ensure that its employees and officers do not access, use or disclose Personal Information other than in the performance of their duties;
 - (g) ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Supplier under this clause;
 - (h) fully cooperate with the State to enable the State to respond to applications for access to, or amendment of a document containing an Individual's Personal Information and to privacy complaints; and
 - (i) comply with such other privacy and security measure as the State reasonably advises the Supplier in writing from time to time.
- 12.2 On request by the State, the Supplier must obtain from its employees, officers or sub-contractors engaged for the purposes of this Agreement, an executed Deed of Privacy in a form acceptable to or provided by the State.
- 12.3 The Supplier must immediately notify the State upon becoming aware of any breach of **clause 12.1**.
- 12.4 Both parties will keep the terms and schedules of an executed Agreement and information relating to the Supplier's Customers private and confidential, unless compelled to divulge the information by law or by any competent authority, court or tribunal.

13. Information Security

- 13.1 Any breach of sections **11 Confidentiality** or **12 Privacy or Personal Information** will also be considered an Information Security Incident
- 13.2 Information Security Incidents are considered sensitive Information

- 13.3 Information Security Incidents or suspected Information Security Incidents will immediately be reported to the Team Leader (Rego Easy).
- 13.4 The supplier is required to have security controls in place to prevent and detect security threats such as but not limited to network firewalls , malware protection to prevent delivery and execution of malicious code , monthly patching of systems , multifactor authentication, maintain strong access controls ensuring least privilege, regular vulnerability scanning and tools in place to detect malicious activity.
- 13.5 Records of Information Security Incidents are to be kept for a period that is no less than the current Queensland Government, General Retention and Disposal Schedule for Administrative Records.
- 13.6 Requirement for security awareness training be conducted for staff as part of induction and ongoing training on security threats such as phishing and social engineering.
- 13.7 The supplier must apply a systematic and repeatable approach to risk management

14. Relationship of the Parties

- 14.1 Nothing in this Agreement creates a relationship of agency or partnership between the State and the Supplier.
- 14.2 The Supplier or any person associated with the Supplier will not use the Department of Transport and Main Roads' name or logo as part of its business name, Supplier name, domain name or trade mark.
- 14.3 The Supplier or any person associated with the Supplier will not in any way hold itself out as:-
- (a) being in partnership with the State;
 - (b) an agent of the State;
 - (c) being part of the Department of Transport and Main Roads or any other Queensland government body; or
 - (d) having the approval of the Department of Transport and Main Roads, otherwise than in accordance with this Agreement.
- 14.4 The Supplier will not make any misrepresentations concerning the nature of the Services or any misrepresentations about the nature of the services provided by the State under this Agreement.
- 14.5 To further enhance the relationship between the State and the Supplier a Relationship Management Plan will be implemented as specified in **Schedule 4**.

15. Liability

- 15.1 Except as expressly provided to the contrary in this Agreement, all terms, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the State's System are excluded. Without limitation, the State is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest or goodwill) however caused that may be suffered or incurred or that may arise directly or indirectly out of an act or omission on its part.

15.2 The State will not be liable for any claims, loss or damages arising directly or indirectly and whether as a result of negligence by the State or an error in its Database or Data or a failure or error in its data processing equipment, computer programs or System, or for any other cause whatsoever.

16. Indemnity and Release

16.1 The Supplier indemnifies and releases the State from and against any loss, damage or expense (including legal costs) incurred by the State arising from any claim, action, demand or proceeding that may be made or brought by any person in connection with:

- (a) a breach of this Agreement by the Supplier;
- (b) the provision of Easy Business Support Services by the Supplier; and
- (c) the negligent or wilful act or omission of the Supplier.

16.2 The Supplier releases and discharges the State from any such claim, action, demand or proceeding which, but for this clause, might be brought against or made upon the State.

17. Force Majeure

17.1 A party to this Agreement will be excused from performance of and will not be liable for any failure in carrying out any of its obligations under this Agreement if and only to the extent and for the time that it is prevented from so doing by Force Majeure, the result of which the party affected could not have prevented or overcome by exercising a reasonable standard of care.

17.2 A party will notify the other party as soon as practicable of any unanticipated delay due to Force Majeure.

17.3 If a delay due to Force Majeure exceeds seven (7) calendar days, either party may terminate this Agreement immediately on providing notice in writing to the other party.

18. Termination and Breach

18.1 Either party may terminate this Agreement by giving 120 calendar days prior notice to the other party or such other period as agreed by the Parties.

18.2 If this Agreement is terminated pursuant to **clause 18.1** the State will not be liable for payment to the Supplier for any compensation relating to loss of profit, revenue, goodwill or business opportunity, damage to reputation and any indirect or consequential loss or any other reason in relation to termination.

18.3 The State may terminate this Agreement by notice to the Supplier if:

- (a) an Unexpected Event occurs;
- (b) the Supplier gives notice of a Conflict of Interest or the State otherwise identifies a Conflict of Interest;
- (c) the Supplier breaches any provision of this Agreement and that breach is incapable of remedy;

- (d) the Supplier breaches any provision of this Agreement and, if that breach is capable of being remedied, the Supplier fails to remedy the breach within fourteen days of receiving written notice from the State of the breach;
- (e) the Supplier:
 - i. becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation; or
 - ii. has a receiver or manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration; or
 - iii. enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
 - iv. is wound up, voluntarily or involuntarily; or
- (f) the Supplier indicates that it is unwilling to complete this Agreement.

18.4 If the State terminates this Agreement, the termination is without prejudice to any rights of the State under this Agreement or at common law.

19. Rights on Termination

19.1 Termination or expiration of this Agreement will not affect any claim or action any party may have against another by reason of any antecedent breach of this Agreement and will not relieve either party of any obligation under this Agreement which is expressed to continue after termination.

19.2 The following clauses will survive termination or expiration of this Agreement –

- (a) clause 10 (I.P. Rights)
- (b) clause 11 (Confidentiality)
- (c) clause 12 (Privacy and Personal Information)
- (d) clause 13 (Relationship of the Parties)
- (e) clause 155 (Liability)
- (f) clause 166 (Indemnity and Release)
- (g) clause 18 (Termination)
- (h) clause 19 (Rights on Termination)
- (i) clause 20 (Transition Out Period)
- (j) clause 31.9 (Waiver)
- (k) clause 31.2 (Governing Law)

20. Transition Out Period

20.1 If requested by the State to do so, prior to the Expiry Date, the Supplier must:

- (a) prepare a Transition Out Plan;
 - (b) obtain the State's consent to the Transition Out Plan; and
 - (c) implement the Transition Out Plan to the satisfaction of the State.
- 20.2 If this Agreement is terminated by a party under **clause 18.1** then, prior to the date of termination, the Supplier must:
- (a) prepare a Transition Out Plan;
 - (b) obtain the State's consent to the Transition Out Plan; and
 - (c) implement the Transition Out Plan to the satisfaction of the State.
- 20.3 If this Agreement is terminated by the State under **clause 18.3** then the Supplier must immediately:
- (a) prepare a Transition Out Plan;
 - (b) obtain the State's consent to the Transition Out Plan; and
 - (c) implement the Transition Out Plan to the satisfaction of, and within any time frame set by, the State.

21. Dispute Resolution

- 21.1 For the purposes of this clause, a dispute will have arisen when either party to this Agreement gives written notice to that effect to the other party.
- 21.2 A Party must not commence any legal proceedings against the other Party in respect of a dispute, other than proceedings for urgent interlocutory relief, without firstly following the dispute resolution procedure set out in this clause.
- 21.3 The parties must seek to settle any dispute arising in connection with this Agreement in the manner set out in **Schedule 4**.
- 21.4 Notwithstanding the existence of a dispute, each Party must continue to meet its obligations under this Agreement.

22. Fees and Charges

- 22.1 If the State implements changes to its registration business rules or technical specifications, the State may recover costs from a Supplier for any user acceptance testing by the State of resultant changes to the Supplier's System that exceed the negotiated user acceptance testing scheduled for that change.
- 22.2 The State will act reasonably in assessing the extent of the additional user acceptance testing required of the State, its need to recover costs from a Supplier and apportioning the amount to be recovered.
- 22.3 The State is not required to pay any fee or charge to the Supplier for any services the Supplier provides to Customers.

23. Arrangement

23.1 If an Unexpected Event occurs the State may:

- (a) vary the Arrangement in any way it considers necessary; or
- (b) terminate this Agreement by written notice to the Supplier under clause 18.3.

23.2 The Supplier acknowledges that:

- (a) its status as an Approved Service Provider is not exclusive and the State may engage other Approved Service Providers; and
- (b) the Arrangement is a proposed plan only and may be varied at any time by the State; and
- (c) the State does not guarantee that the Supplier will have any Customers or that it will continue as an Approved Service Provider after expiry of this Agreement.

24. Review of Supplier Performance

24.1 The State will undertake reviews of the Supplier's performance of the Easy Business Support Services.

24.2 A Supplier's performance will be assessed against the Key Performance Measures and the Supplier's general performance in meeting its obligations under this Agreement.

24.3 The State will conduct annual satisfaction surveys of the Supplier's performance or at any other time as the State requires.

24.4 The objectives of the satisfaction surveys are to:

- (a) provide an overall measure of the State's and Customers' satisfaction with the Supplier;
- (b) identify State and Customer satisfaction levels with Supplier systems, support services and relationship management; and
- (c) identify and prioritise key action areas.

24.5 To assist with the process of review, the Supplier will provide to the State a Performance Review Report that addresses its responsibilities in meeting its annual Key Performance Targets, at least seven (7) business days prior to the date of an annual performance review meeting as notified in advance by the State.

25. Complaint Management

25.1 The Supplier will maintain an electronic Complaints Register for the purpose of registering any complaint about the provision of Easy Business Support Services by the Supplier.

25.2 The Complaints Register will record, at a minimum, the following details:

- (a) complainant (name, company, contact details)
- (b) date complaint received
- (c) complaint channel (e.g. telephone, facsimile, email, web)
- (d) complaint topic (e.g. software, help desk, training, personnel)

- (e) complaint details
- (f) resolution details
- (g) resolution status (closed, open)
- (h) status date.

25.3 The State reserves the right to request access to the Supplier's Complaints Register at any time with prior reasonable notification to the Supplier.

25.4 The State will not intervene in any dispute between the Supplier and its Customers.

26. Insurances

The Supplier must hold and maintain for the duration of this Agreement, and provide evidence upon request by the State, the following insurances:

- (a) Workers' Compensation Insurance in accordance with the Workers' Compensation and Rehabilitation Act 2003;
- (b) Public Liability Insurance for the amount of \$10,000,000 (any one occurrence);
- (c) Professional Indemnity Insurance for the amount of \$5,000,000 (any one occurrence) for the term of this Agreement and for a period of four years after the Expiry Date or earlier termination of this Agreement.

27. Conflict of Interest

27.1 Conflict of Interest includes engaging in any activity or obtaining any interest, likely to impact upon or conflict with the Supplier performing its obligations under this Agreement. A Conflict of Interest also includes any matters materially affecting the Supplier's ability to perform any of its obligations under this Agreement which may include but is not limited to:-

- (a) any material litigation or proceedings whatsoever, actual or threatened, against the Supplier;
- (b) the existence of any material breach or default or alleged breach or default of any agreement, order or award upon the Supplier;
- (c) matters relating to the commercial, technical or financial capacity of the Supplier or in the knowledge of the Supplier proposed to be engaged in respect of this Agreement; and
- (d) any obligation under any other contract or agreement which compliance with may place the Supplier in breach of this Agreement.

27.2 The Supplier warrants that upon signing this Agreement, to the best of its knowledge, no conflict of interest of the Supplier exists or is likely to arise in the performance of its obligations under this Agreement.

27.3 The Supplier will immediately disclose verbally and in writing to the State, details of any actual or potential conflict of interest upon becoming aware of the existence of such.

27.4 The Supplier will comply with any reasonable direction by the State in relation to managing the conflict of interest.

27.5 Failure by the Supplier to disclose such conflicts of interest will be considered as a material breach of this Agreement and the State may, in its absolute discretion, terminate this Agreement.

28. Recordkeeping

28.1 The Supplier must maintain accurate records about the performance of its obligations under this Agreement and the provision of Easy Business Support Services to Customers.

28.2 The Supplier will at all reasonable times allow any authorised officer of the State to enter upon its premises, inspect and take extracts from its records relevant to this Agreement and the Easy Business Support Services for auditing purpose.

28.3 The Supplier will allow the department to audit a Suppliers TICA user's access either for detective or investigative purposes.

28.4 Subject to the obligations on the Supplier under clause 6.2 the supplier must collect and retain all records and information reasonably necessary to substantiate, to the reasonable satisfaction of the Department with the terms and conditions of this agreement for a period of five (5) years.

28.5 The Supplier may be subject to an audit and must keep records that are capable of being interrogated to ascertain whether there has been any unauthorised data access, use or disclosure by authorised personnel.

29. Customer Agreements

29.1 Where the Supplier requires a Customer to enter into a commercial agreement for the supply of Easy Business Support Services that agreement must allow the Customer to be released from the agreement in the event that this Agreement expires or is terminated.

29.2 Any agreement between the Supplier and a Customer must not be inconsistent with this Agreement.

30. Notices

30.1 Any notice required to be given by or pursuant to this Agreement –

- (a) must be in writing and addressed to the party at its address in **Schedule 5** or other address notified by that party; and
- (b) may be delivered by hand, sent by prepaid security post, sent by facsimile transmission or sent by e-mail in Portable Document Format (PDF) or similar.

30.2 A notice delivered by hand or sent to the facsimile number or e-mail address of the recipient before 4pm on any business day, will be deemed to be received on that day, and if after 4pm, will be deemed to be received on the next business day.

30.3 A notice sent by prepaid post will be deemed to be received two (2) business days after posting.

31. General

- 31.1 Severability – If any provision of this Agreement is held to be illegal or unenforceable the provision will be severed from this Agreement and the remaining provisions will govern the relationship of the parties as if the offending provision had never been included.
- 31.2 Governing Law – This Agreement will be governed by and construed in accordance with the laws for the time being in force in the State of Queensland and the parties submit to the jurisdiction of the courts of that State.
- 31.3 Execution –The parties will execute such number of copies of this Agreement as permits each party to retain an original copy.
- 31.4 Nature of Agreement – This Agreement is intended to create a legally binding relationship between the parties.
- 31.5 Entire Agreement – The terms of the agreement between the parties are those set out in this Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Commencement Date of this Agreement will in any way be read or incorporated into this Agreement.
- 31.6 No Representation – The Supplier acknowledges that in entering this Agreement it has not relied on any statement, representation, warranty or condition made by the State in respect of the subject matter of this Agreement.
- 31.7 Further Cooperation – Further cooperation between the parties is encouraged and can be the subject of ongoing discussions.
- 31.8 Assignment – The Supplier must not assign, transfer, subcontract or novate in whole or in part or create any security interest over or otherwise deal in any way with its interest in this Agreement, without the prior written consent of the State which will not be unreasonably withheld. Any consent given by the State will not relieve the Supplier of any of its obligations under the Agreement.
- 31.9 Waiver – No right under this Agreement will be deemed to be waived except by notice in writing signed by the party granting the waiver. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by either party to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by one party to another party will not be construed as a waiver of rights under this Agreement.
- 31.10 Variation – The provisions of this Agreement are not to be varied except by agreement in writing signed by both parties.

EXECUTED AS A DEED

EXECUTED AS A DEED for and on behalf of the
STATE OF QUEENSLAND acting through the
Department of Transport and Main Roads

this day of 20

by _____
(print full name)

(position)

who is a duly authorised officer in the presence
of:

(signature of witness)

(print full name of witness)

EXECUTED AS A DEED for and on behalf of

(insert name of the Recipient) in accordance with
section 127 of the *Corporations Act 2001*

this day of 20

by _____
(full name) a director, and by

(full name) a director/the secretary

EXECUTED AS A DEED by

(insert name of the Recipient)

this day of 20

in the presence of:

(insert name of witness)

SCHEDULE 1

SKILL-SETS REQUIREMENTS

The State may vary the skill set requirements by written notice to the Supplier.

Technical

The Supplier must possess at least the following technical skill-set for the design, development, provision and support of Easy Business Support Services:

- Experience with XML, message schemas and programming secure web service interactions over HTTPS.
- Ability to manage generation of client certificates for Customers including creation of secure passwords.
- Extensive commercial programming experience.
- Knowledge and experience in development of applications in the particular technologies to be used.
- Relevant commercial experience in successfully managing the analysis, design, development and maintenance of ICT software systems.
- Experience providing industry specific advice (vehicle registration) to different audiences.
- Knowledge and experience in the development of testing specifications and in programs and systems testing.
- Practical experience in formulating and implementing testing regimes and strategies.
- Previous administration experience with the particular networking protocols to be used.
- Administration experience with networking services sufficient to maintain a secure web connection.

Help Desk and Training Services

The Supplier must possess at least the following skill-sets in providing Help Desk and Training Services:

- Sound knowledge of the State's vehicle management policies and associated business rules
- Sound knowledge of the State's System
- Sound knowledge and accredited user of the Supplier's DAIS software
- Trained user of the Plates Inventory Management System
- High level analytical and resolution capabilities
- Sound knowledge of and experience in the delivery of Help Desk and Training Services

SCHEDULE 2

HELP DESK SERVICES

The Supplier must provide at least the following Help Desk Services to the Customer using the Supplier's DAIS software during Business Hours.

- **Customer Reference Number**
 - Create Customer Reference Numbers for Individuals on the State's System
 - Create Customer Reference Numbers for Organisations on the State's System
- **Customer Maintenance**
 - Record Concession details for Individuals on the State's System
 - Record Evidence of Identity Documents for Individuals on the State's System
 - Liaise with the State for non verified documents
 - Liaise with the State to reinstate closed records for Organisations
- **List/Maintain Organisation Unit**
 - Process multiple business location links on the State's System
- **Customer Enquiry**
 - Search for a Customer Reference Number on the State's System
 - Search for a Customer Qualification on the State's System
 - Provide advice on action required to remove Customer restrictions from the State's System
 - Confirm Charitable & Community registration concession eligibility for Organisations
- **Update Address**
 - Update address details for Organisations on the State's System
 - Forward requests to the State for records managed by the State
- **Registration Enquiries**
 - Provide advice on the State's vehicle management policies and procedures
 - Forward vehicle update requests to the State
 - Confirm vehicle registration details which meet Release of Information requirements
- **Vehicle Make/Model**
 - Search the State's database for vehicle makes/models
 - Forward requests to the State for vehicle make/model creation
- **Vehicle Identification Number Decode Enquiry**
 - Search the State's System for VIN decode verification
 - Forward Duplicate VIN enquiries to the State
 - Forward VIN Decode enquiries to the State
- **Invalidations**
 - Assess invalidations requests to ensure adherence to the State's invalidation guidelines
 - Process approved invalidation requests on the State's System
 - Action requests from the State for correction of registration records within an agreed timeframe

- **Maintain Inspection**
 - Confirm Safety Certificate details on the State's System
 - Forward Safety Certificate invalidation requests to the State
- **List/Maintain Plate Number**
 - Confirm number plate details and plate status
 - Forward correction requests to the State
- **List Customer Account Statement**
 - Provide advice on vehicle registration transaction discrepancies
- **List Account Adjustment**
 - Provide advice regarding direct debit payments for vehicle registration transactions
- **Plate Inventory Enquiry**
 - Confirm plate inventory allocated in Plate Inventory Management System database
 - Forward plate inventory requests to the State
 - Liaise with the State in relation to plate inventory discrepancies

The Supplier must provide any further level of help desk support in accordance with **clause 4.2** of this Agreement.

SCHEDULE 3

TRAINING SERVICES

Trainee Competencies

- The training provided by the Supplier to Participants must ensure that the Participant is sufficiently skilled in the following competencies:
 - Searching for Customer / Vehicle(s) / Plates recorded on TRAILS and NEVDIS;
 - Create vehicle registration – New / Secondhand on TRAILS;
 - Record change to details at time of Transfer or Renewal;
 - Process plates – Replacement / Attach / Sell Personalised / Surrender;
 - Reprint or Request the reprint of Registration Certificate;
 - Cancel registration of a vehicle; and
 - Retrieve current account balance and list of transactions.
- The competency statements outline the skill and underpinning knowledge that a Participant must exhibit as part of the Customer's commitment under the VRS.
- To be deemed competent a Participant must attain all competencies included in the competency statement; partial competence is not sufficient. When assessed against each competency statement, a Participant will be either competent or not yet competent.
- If a Participant is deemed not yet competent a statement will not be issued. Under these circumstances the Supplier's trainer will identify the competency/ies that has/have not yet been achieved and arrange a training program to assist the Participant to achieve competency.

Standards for assessing competence of Participants

- Participants are to receive adequate training and assessment to be able to perform the required competencies in the workplace.
- Participants are to receive adequate security awareness training and assessment as part of their induction and ongoing employment so as to maintain the confidentiality and integrity of the state's information assets.
- The Supplier's authorised trainer will assess competence against each of the competencies and sign a Statement of Competence for each Participant deemed competent. The State's nominated representative or delegate will countersign the statement.
- It is accepted that some personnel will not require training in some competencies as they are not part of the business processes undertaken by that Customer. It is understood that in this case the Supplier's authorised trainer will annotate "Not Applicable" (NA) next to this competency and sign against this. This will indicate that the Participant is competent in all those competencies identified on the Competency Statement, excepting those annotated "NA".

Training Materials Standards

- Each Supplier will have training materials that cover the skills, knowledge and attitudes required to carry out the Customer's VRS function and meet the competencies. The materials will cover the State's business rules related to the use of the Supplier's software.
- The materials will also need to provide sufficient detail of the knowledge required to carry out procedures using the software system.

- The materials must be sufficiently comprehensive to ensure that when coupled with the training provided by the Supplier, Participants have the knowledge, skills and attitudes to carry out the competencies.
- Training materials must meet the standard required and be approved by the State's nominated representative or delegate.
- The State will forward all policy updates to the Supplier's identified trainer. All training materials must be kept up to date in accordance with policy updates forwarded by the State.
- Participants will be provided with a current copy of the training materials prepared by the Supplier.
- The Supplier will be responsible for ensuring Participants receive all updates to training materials.

Trainer Standards

- Training will be delivered by the Supplier's authorised trainers. Such authorisation will be agreed between the State and the Supplier and will be for the duration of this Agreement.
- An authorised trainer will be sufficiently experienced such that they possess a sound knowledge and experience in both the State's business rules and the software package they are providing training for, that is, as a minimum, they meet the competencies.
- An authorised trainer will possess a combination of subject matter experience and training delivery experience.

Training Documentation Standards

- The Supplier must maintain a record of all Participants trained and record the competencies met. In addition to paper records, the Supplier is to maintain an electronic Training Register that will record, at a minimum, the following information:
 - Name of Customer
 - Name of Participant
 - Name of Trainer/s
 - Location of training
 - Date/s trained
 - Participant assessment result (C/NYC)
 - Certificate number.
- The State reserves the right to request access to the Supplier's Training Register at any time with prior reasonable notification to the Supplier.
- The State must maintain a record of all of the Customer's personnel assessed for competence, and record competencies met.
- The State must issue a statement to all of the Customer's personnel to identify the competencies for which they have been deemed competent.

Audit Requirements

- The State reserves the rights to conduct audits to ensure the standards are adhered to. The audit will include a review of training materials for currency and accuracy, audit of training records for currency and accuracy, audit of training delivery and assessment for validity and reliability.

SCHEDULE 4

RELATIONSHIP MANAGEMENT PLAN

The State and the Supplier will:

- Meet on an agreed basis at appropriate officer level to raise, discuss and or resolve disputes or issues pertaining to this Agreement and its schedules or attachments.
- Consult on proposed dates for meetings, training and, where possible, scheduled System maintenance or downtime.
- Discuss results of performance reviews or customer surveys and agree corrective measures when required.

DISPUTE/ISSUE RESOLUTION

General

Disputes or issues, where they arise, should be resolved at the lowest possible officer level. Where disputes or issues cannot be satisfactorily and expediently resolved at a local level the following process will be employed.

Process

The dispute/issue resolution process involves consideration at various levels. The personnel responsible for dealing with a dispute or issue at each level and the required timeframe to resolve the issue or refer it to a higher level are set out in the following table:

Level of Consideration	Organisation Level	Timeframe (days) *
1	Operational	5
2	Senior Operational	10
3	Senior Management	15
4	Executive Management	20

* Business days from initial notice.

The following principles will apply to the dispute/issue resolution process:

- Issues are to be resolved at the lowest possible officer level;
- At each level, the issues must be resolved or passed to the next highest level within the timeframe indicated;
- No levels should be "jumped"; and
- The timeframe may be increased or reduced by mutual consent.

KEY PERFORMANCE MEASURES

Objective	Measure	Target	Responsible	Report Frequency
Maintain integrity and reliability of Supplier's System.	Non-compliance of the Supplier's System with the State's business rules and technical specifications.	Zero (0) occurrences.	The State – monitor and report.	Per occurrence and Annually
Maintain accuracy of Access Services implementation in Supplier's System.	Remedial TRAILS Database changes performed by the State on the Supplier's System.	Zero (0) occurrences.	The State – monitor and report.	Per occurrence and Annually
Maintain security of Personal and Confidential Information	Breaches of personal or confidential information	Zero (0) breaches	The Supplier – monitor and report	Per occurrence and Annually
Maintain integrity and security of State's Systems	Unauthorised access to the TRAILS Database via the Supplier's system or Supplier's own access to the Access Services.	Zero (0) occurrences.	The Supplier – monitor and report.	Per occurrence and Annually
Maintain quality of Help Desk Services.	Invalidations on TRAILS are within the Invalidation Guidelines issued by the State.	<5% error rate of all invalidations performed by the Supplier's help desk personnel.	The State – monitor and report.	Annually or at other times as required by the State
	Customer reference numbers created on TRAILS using approved evidence of identity documents	<5% error rate of all customer reference numbers created by the Supplier's help desk personnel.	The State – monitor and report	Annually or at other times as required by the State
Maintain Customer satisfaction with Supplier's performance.	Results of satisfaction survey.	≥80% of Customers "satisfied" or better.	The State – survey and report.	Annually or at other times as required by the State

Maintain Customer satisfaction with Supplier's performance.	Percentage of complaints resolved within 20 business days.	≥90% of recorded complaints relevant to Easy Business Support Services.	The Supplier – register and report.	Annually or at other times as requested by the State
Maintain compliance with clause 26 - Insurances	Continuous coverage of specified insurances.	100% compliance	The Supplier – presentation of certificates of currency	Annually or at other times as requested by the State

MEETINGS

Timing	Attendees – Organisational Level	Purpose
Quarterly or as otherwise agreed from time to time.	Senior Operational officers	Relationship management and discuss any future System changes, initiatives, or operational issues and resolutions.
Annually	Senior Operational and Senior Management officers	Annual review to discuss agreement and performance reviews.
End of Term	Senior Operational, Senior Management and Executive officers	Discuss results of TMR assessment of Easy Business Support Services requirements for next term of agreements.

SCHEDULE 5

Item 1 Supplier	
Item 2 Commencement Date	
Item 3 Expiry Date	
Item 4 State's Representative and Contact Details	
Item 5 Supplier's Representative and Contact Details	

SCHEDULE 6
EASY BUSINESS ARRANGEMENT

The State operates the Rego Easy Scheme – Easy Business option which allows Customers to perform limited online vehicle registration transactions. ASPs develop software interfaces for Customers to interact with the State’s systems via data transfer services provided by the State. ASPs also provide other Easy Business Support Services to Customers to support transaction processing.

ASPs enter into commercial agreements with Customers for the provision of Easy Business Support Services. However, to provide Easy Business Support Services to Customers, ASPs require certain services and support from the State. The State will only provide those services and support to ASPs who have entered into an Agreement with the State.