SOA Module 4 – Systems Integration

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1   Application of SOA Module

(a)   The SOA Comprehensive Contract Conditions - ICT Products and/or Services (**SOA Comprehensive Contract Conditions**) apply to this SOA Module.

(b)   The terms and conditions included in this SOA Module form part of the Contract when the parties state in the Details that SOA Module 4 forms part of the Contract.

2   Interpretation

(a)   The definitions for this SOA Module are set out in clause 4.

(b)   Other definitions and rules of interpretation applicable to this SOA Module are set out in the SOA Comprehensive Contract Conditions.

3   Systems Integration

3.1   Period of Integration Services

The Integration Services must be provided for the period commencing on the date set out in the SOA Module Order Form and continuing until the Integration Services have been fully performed by the Supplier in accordance with the Contract.

3.2   Supply of Systems Integration

(a)   The Supplier must:

   (i)   implement the System; and

   (ii)   carry out the Integration Services,

in accordance with the Detailed Specifications, Requirements and SOA Module Order Form and to the extent reasonably practicable, with minimal interruption to the normal business activities of the Customer.

(b)   If the Customer has engaged the Supplier to provide other Deliverables in respect of the System, the terms applicable to such Deliverables will be set out in the relevant SOA Module, which may include:

   (i)   SOA Module 1 in respect of Hardware supplied by the Supplier;

   (ii)   SOA Module 1 in respect of Hardware Maintenance Services to apply following acceptance of the System;

   (iii)   SOA Module 2 in respect of any Licensed Software provided by the Supplier;

   (iv)   SOA Module 2 in respect of any Developed Software provided by the Supplier;

   (v)   SOA Module 2 in respect of Software Support Services to apply following acceptance of the System;

   (vi)   SOA Module 3 in respect of any As a Service provided by the Supplier; and

   (vii)   SOA Module 7 in respect of any ICT Professional Services provided by the Supplier.

3.3   Project management

The Supplier has primary responsibility for project managing the implementation of the System except to the extent the Order Documents specify otherwise. Project management includes:

(a)   ensuring that the PIPP (if any) is followed and that delays are dealt with in accordance with clause 7.6 of the SOA Comprehensive Contract Conditions;

(b)   identifying and managing the Supplier's Personnel who will perform the Integration Services, when each item is required and how the Integration Services will be executed and validated by the Supplier in accordance with the Contract;

(c)   coordinating the activities and functional outputs of all involved groups including Subcontractors but excluding those activities which are identified as being Customer Inputs; and

(d)   preparing for and participating in scheduled quality assurance and audit check points and procedures.

3.4   Implementation planning

If specified in the SOA Module Order Form, the Supplier must conduct implementation planning in order to assess and define:

(a)   the Designated Environment;

(b)   the Customer's goals, requirements and expectations in respect of the Integration Services;

(c)   the complexity of the Integration Services;

(d)   roles and responsibilities of the parties; and

(e)   such other items specified in the SOA Module Order Form,

and deliver the implementation planning study to the Customer by the Delivery Date.

3.5   Detailed Specifications

(a)   Unless otherwise specified in the SOA Module Order Form, in consultation with the Customer, and by the dates set out in the SOA Module Order Form, the Supplier must prepare drafts of the following project documents comprising the Detailed Specifications:

    (i)   detailed technical and functional specifications for the System;

    (ii)   a configuration for:

        (A)   the Software; and

        (B)   the hardware on which the System is to be installed,

        (**Required Configuration**);

    (iii)   a hardware sizing, setting out the hardware on which the Supplier recommends the System is installed in order to meet the Customer's estimate of the likely future capacity requirements of the System (**Hardware Sizing**);

    (iv)   detailed specifications for the Customer Interfaces and Supplier Interfaces (**Detailed Interface Specifications**);

    (v)   a Data Migration Plan setting out the details in clause 3.9 (if applicable);

    (vi)   a quality plan, setting out the quality assurance requirements that the Supplier will meet in performing the Integration Services; and

    (vii)   such other project documents as are specified in the SOA Module Order Form as being included in the Detailed Specifications,

    which must be based on and incorporate all of the Requirements for the Integration Services, and submit it to the Customer for approval by the date specified in the SOA Module Order Form.

(b)   The Customer will notify the Supplier promptly of any comments on the Detailed Specifications or any alterations it reasonably requires. The Supplier will not unreasonably

refuse to amend the Detailed Specifications to take account of the Customer's reasonable requirements.

(c)   The process under this clause 3.5 will be repeated until the Customer has no comments on the Detailed Specifications and approves the Detailed Specifications by written notice to the Supplier.

(d)   The Detailed Specifications will, when approved by the Customer under clause 3.5(c), update and become part of the Requirements. If there is any inconsistency between the Requirements (excluding the Detailed Specifications) and the Detailed Specifications, the Detailed Specifications will prevail to the extent of any inconsistency.

3.6   Development of Interfaces

The Supplier must:

(a)   ensure that the Detailed Interface Specifications identify all of the Customer Interfaces and Supplier Interfaces that are necessary in order for the System to properly interface with the Designated Environment in accordance with the Requirements;

(b)   develop or provide all of the Supplier Interfaces in accordance with the Detailed Interface Specifications; and

(c)   provide to the Customer and any other suppliers to the Customer such co-operation and assistance as is reasonably requested by the Customer in relation to the development or provision of each Customer Interface.

3.7   Delivery and installation

The Supplier must:

(a)   deliver or make available to the Site(s) (if applicable) all of the components of the System; and

(b)   install and configure all of the components of the System (including the Software) at those Site(s) and on the Designated Environment,

in accordance with the Requirements by the Delivery Date(s).

3.8   Integration of the System

The Supplier must, by the Delivery Date(s), integrate all of the components of the System with each other and the Designated Environment and any Customer Inputs (as applicable) in accordance with the Requirements.

3.9   Data Migration Services

(a)   If the SOA Module Order Form states that Data Migration Services are to be performed by the Supplier, the Supplier must by the dates set out in the SOA Module Order Form:

(i)   prepare a Data Migration Plan which includes:

(A)   an assessment and definition of:

(1)   the existing Customer systems from which the Customer Data is to be extracted;

(2)   any required Deliverables in respect of data migration; and

(3)   user requirements of the Customer;

(B)   a data conversion and migration strategy that is appropriate for the Customer's needs and its user population covering all appropriate planning and timetabling issues associated with the data conversion and migration, including:

(1)   identification of the Integration Services to be performed;

        (2)   allocation of responsibilities within each party's organisation;

        (3)   staging of the project (including dates for completion of Data Migration Services); and

        (4)   implementation of the Integration Services;

(C)   preparation/pre-migration activities which may include recovering data, designing extraction and functional specifications, and developing contingency arrangements should the migration of the Customer Data not be successful;

(D)   details of procurement or design and development of relevant software and systems which is required to effect the data conversion and migration;

(E)   prior to migration of any converted and cleansed Customer Data into the production environment, testing and acceptance of such converted and cleansed Customer Data in accordance with clause 9 of the SOA Comprehensive Contract Conditions to ensure that such converted and cleansed Customer Data complies with the obligations set out in the Requirements; and

(F)   details of all migration activities, installation to be undertaken in respect of the migrated data and development of associated documentation and training of users,

in accordance with the Requirements; and

(ii)   perform the Data Migration Services described in the Data Migration Plan.

(b)   The Customer will perform its responsibilities or tasks related to the Data Migration Services in accordance with the Data Migration Plan.

(c)   If specified in the SOA Module Order Form, the Customer must, by the date specified in the Data Migration Plan, extract and provide the Customer Data to the Supplier for data migration and conversion into the production environment.

3.10 Data Cleansing Services

(a)   If the SOA Module Order Form states that Data Cleansing Services are to be performed by the Supplier, the Supplier must perform the data cleansing of the Customer Data as specified in the SOA Module Order Form and by the date specified in the SOA Module Order Form.

(b)   The Customer will perform its responsibilities or tasks related to the Data Cleansing Services as specified in the SOA Module Order Form.

3.11 Data Tools

(a)   If specified in the SOA Module Order Form, the Supplier must perform the Data Migration Services and Data Cleansing Services using software tools, object libraries, methodologies or other devices owned by the Supplier or any other party (**Data Tools**).

(b)   If the Customer requires a right to use the Data Tools, the Data Tools will be provided to the Customer as Licensed Software in accordance with SOA Module 2 – Software or as Software as a Service in accordance with SOA Module 3 – As a Service (as applicable).

3.12 Acceptance testing

(a)   If specified in the Details, Acceptance Tests must be conducted in relation to the Integration Services and the System in accordance with clause 9 of the SOA Comprehensive Contract Conditions.

(b)   Without limiting clause 9 of the SOA Comprehensive Contract Conditions, final acceptance of the System under the Contract will not occur until such time as the System as a whole, including all components, passes all Acceptance Tests, including such Acceptance Tests as are designed to ensure that the System is in accordance with the Requirements.

3.13 Ancillary services

The Supplier must provide the ancillary services (if any) in connection with the Integration Services as specified in the SOA Module Order Form.

3.14 Warranties

(a)   The Supplier warrants that at all times during the Warranty Period:

  (i)   the System and other Deliverables provided under this SOA Module will comply with and perform in accordance with the Requirements and the Contract;

  (ii)   the System will be properly installed in a professional and competent manner;

  (iii)   each component of the System will be compatible, interoperable and integrate properly with each other component of the System in accordance with Requirements;

  (iv)   the System will be compatible, interoperable and integrate properly with, and will not detrimentally affect the operation or performance of, the Designated Environment, when used in accordance with the User Documentation and Bespoke Documentation (if applicable); and

  (v)   the System will be free from material defects or omissions in design, material, workmanship and installation.

(b)   Without limiting clause 3.14(a), the Supplier does not guarantee that the System and other Deliverables will be error-free or will operate without interruption.

3.15 Defects

(a)   During the Warranty Period the Supplier must, at no cost to the Customer:

  (i)   remedy all Defects in the System either by repair or modification; and

  (ii)   take all reasonable measures (including providing a Workaround) to enable the Customer to continue to productively use the System while remedying Defects.

(b)   The Customer must provide reasonable assistance to the Supplier in order to assist the Supplier to identify and resolve the Defect, including by installing patches and Workarounds provided by the Supplier.

(c)   The Supplier is not responsible for any breach of warranty set out in clause 3.14(a) and is not required to remedy any Defects in the System to the extent that the Defect arises as a result of:

  (i)   any failure of the Customer to comply with its obligations under the Contract;

  (ii)   modifications to the System that were effected or attempted by a person other than the Supplier, its Personnel or a person authorised by the Supplier;

  (iii)   any failure of a Customer Input (if applicable) that forms part of the System to comply with the requirements specified in the Details;

  (iv)   damage caused by the operation of the System other than in accordance with the User Documentation and Bespoke Documentation (as applicable) and the Contract;

  (v)   any Harmful Code that adversely affects the System, except to the extent that:

    (A)   the Harmful Code was introduced by the Supplier or its Personnel; or

    (B)   the Requirements include a requirement to protect against Harmful Code, and the Defect is caused by a failure to meet the Requirements; or

  (vi)   an Unexpected Event.

(d)   Where the Supplier, acting reasonably, determines that the Defect arises as a result of circumstances set out in clause 3.15(b), then if the Customer requests the Supplier to

remedy the Defect, the Supplier is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the applicable Pricing Schedule, or if none are stated, at the Supplier's then current commercial rates subject to clause 10.4 of the SOA Comprehensive Contract Conditions (if applicable)) that arise out of or in connection with identifying and attempting to remedy that Defect.

4 Definitions

Customer Interfaces means the interfaces (if any) specified in the SOA Module Order Form (or as updated and agreed by the parties in the Detailed Interface Specifications in accordance with clause 3.5) to be developed or provided by the Customer in accordance with the Detailed Interface Specifications.

Data Cleansing Services means the data cleansing services to be performed in respect of the Customer Data as specified in the SOA Module Order Form.

Data Migration Plan means the project document included in the Detailed Specifications containing the information described in clause 3.9.

Data Migration Services means the data conversion and migration services to be performed in respect of the Customer Data in accordance with the Data Migration Plan.

Detailed Interface Specifications has the meaning given in clause 3.5.

Detailed Specifications means the project documents describing the technical and functional specifications for the System prepared by the Supplier in accordance with clause 3.5.

Developed Software means the software developed by the Supplier in accordance with the terms of the Contract and SOA Module 2 – Software, and incorporated within the System.

Hardware means the hardware which is supplied to the Customer in accordance with the terms of the Contract and SOA Module 1 – Hardware and any other hardware which is specified in the SOA Module Order Form, and incorporated within the System

Hardware Sizing has the meaning given in clause 3.5(a)(iii).

Integration Services means the systems integration services specified in the SOA Module Order Form or agreed by the parties in the Detailed Specifications in accordance with clause 3.5.

Licensed Software means the software which is licensed to the Customer in accordance with the terms of the Contract and SOA Module 2 – Software, and incorporated within the System.

Required Configuration has the meaning given in clause 3.5(a)(ii).

Software means (as applicable) the:

(a)   Licensed Software and/or Software as a Service (as applicable);

(b)   Developed Software;

(c)   Supplier Interfaces;

(d)   Third Party Software; and

(e)   any other software which is specified in the SOA Module Order Form,

together.

Software as a Service means the software as a service which is supplied to the Customer in accordance with the terms of the Contract and SOA Module 3 – As a Service, and incorporated within the System.

Supplier Interfaces means the interfaces specified in the SOA Module Order Form (or as updated and agreed by the parties in the Detailed Interface Specifications in accordance with clause 3.5) to be developed or provided by the Supplier in accordance with the Detailed Interface Specifications.

System means the system specified in the SOA Module Order Form (or agreed by the parties in the Detailed Specifications in accordance with clause 3.5) comprising the Hardware and Software as integrated with the Designated Environment and any other Customer Inputs (as applicable).

Third Party Software means the software components which are supplied to the Customer in accordance with the terms of Contract and SOA Module 2 – Software, and incorporated within the System.