SOA Module Order Form 5 – Telecommunications Services

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| INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED IN FINAL VERSION OF SOA MODULE)This is the SOA Module Order Form for use with SOA Module 5 – Telecommunications Services under the SOA Comprehensive Contract Conditions – ICT Products and/or Services. The yellow highlighted sections need to be completed.  |

# SOA Module Order Form 5 – Telecommunications Services

The following SOA Module Order Form to be completed if the Customer is procuring any Telecommunications Services (refer to clause 3 of SOA Module 5).

1. Description of Telecommunications Services Clause 1 of SOA Module 5

**Telecommunications Services**

The Telecommunications Services being acquired under this SOA Module 5 are:

[ ]  Connectivity and Carriage Services

[ ]  Other Telecommunications Services

**Connectivity and Carriage Services**

Specify the Connectivity and Carriage Services being provided under this SOA Module 5:

[ ]  Fixed Voice Services

[ ]  Data Services

[ ]  Mobile Services

<<Insert description of the Telecommunications Services or refer to a document or Standard Form of Agreement which describes the Telecommunications Services.>>

**Other Telecommunications Services**

<<Specify the Other Telecommunications Services being provided under this SOA Module 5.

These may include network application and services such as:

* Videoconferencing;
* Network security and filtering;
* Domain name services;
* Website hosting and support; and
* Messaging services (i.e. bulk SMS).>>
1. Service Period Clause 3.1 of SOA Module 5

**Start of Service Period – where Transition-In Services are not required**

<<Insert start date for the supply of the Telecommunications Services.>>

**Start of Service Period – where Transition-In Services are required**

#### <<If the Supplier is providing Transition-In Services and Acceptance Testing is required of the Transition-In Services, clause 3.3(d) provides that the Service Period will commence on the AAD of the Transition-In Services unless otherwise specified in the SOA Module Order Form. Specify whether the Service Period will commence on the AAD of the Transition-In Services or another date.>>

#### Will the parties conduct Acceptance Tests of the Transition-In Services?

[ ]  Yes - Acceptance Tests to be conducted in accordance with clause 9 of the SOA Comprehensive Contract Conditions.

If yes, specify whether the Service Period will commence on the AAD of the Transition-In Services or another date: <<insert>>

#### [ ]  No

#### <<If no, clause 3.3(e) provides that once the Supplier has completed Transition-In Services, the Supplier must notify the Customer in writing that the Transition-In Services are complete and the date that the Service Period is to commence. The Service Period will commence on the date specified in the notice provided by the Supplier under clause 3.3(e).>>

**End of Service Period**

<<Insert end date for the supply of the Telecommunications Services.>>

**Extension options**

<<Insert whether the Customer can elect to extend the Service Period for an additional period (e.g. 2 x 1 year).>>

**Notice period for extension**

<<Insert the notice the Customer is required to provide the Supplier to extend the Service Period (e.g. 30 days).>>

1. Requirements Clause 3.2 of SOA Module 5

<<Insert or annex a detailed description of the Telecommunications Services.>>

1. Delivery Date Clause 3.2 of SOA Module 5

<<If applicable insert Delivery Date for the supply of the Telecommunications Services (if applicable).>>

1. Transition-In Services and Transition-In Plan Clause 3.3 of SOA Module 5

**Requirement for Transition-In Services**

<<Insert whether Transition-In Services are required.>>

[ ]  Yes

[ ]  No

**Transition-In Plan**

<<Insert details of Transition-In Plan (including the Transition-In Services to be performed) or attach to SOA Module Order Form. The Transition-In Plan should include the parties’ agreed criteria for determining that Transition-In Services have been successful.>>

**Date for completion of Transition-In Services**

<<Insert date by which Supplier to use best endeavours to complete the Transition-In Services.>>

1. Standards Clause 3.4 of SOA Module 5

<<Specify any specific standards that apply to the Telecommunications Services.>>

1. Service Levels Clause 3.6 of SOA Module 5

**Service Levels schedule**

<<Specify whether the Service Levels applicable to the Telecommunications Services are set out in Schedule 8 – Service Levels or another separate document which is annexed to the Contract.>>

The Service Levels are set out in:

[ ]  Schedule 8 – Service Levels

[ ]  <<Describe other Service Levels document which is annexed to the Contract.>>

**Reporting**

#### <<Specify if the Supplier is required to measure its performance against the Service Levels and provide a report to the Customer or provide the Customer with the tools on a self-service basis to enable the Customer to monitor the Supplier’s performance against the Service Levels.>>

#### [ ]  The Supplier is required to measure its performance against the Service Levels and provide a report to the Customer.

#### <<Specify how frequently the Supplier must report on its performance against the Service Levels.>>

#### [ ]  The Supplier is required to provide the Customer with the tools on a self-service basis to enable the Customer to monitor the Supplier’s performance against the Service Levels.

1. Service Credits Clause 3.6 of SOA Module 5

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels. If so, specify whether the Service Credits applicable to the Telecommunications Services are set out in Schedule 8 – Service Levels or another separate document which is annexed to the Contract>>

The Service Credits are set out in:

[ ]  Schedule 8 – Service Levels

[ ]  <<Describe other Service Levels document which is annexed to the Contract.>>

<<If Service Credits are applicable, clause 3.6(b) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the SOA Module Order Form. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>

1. Maintenance of Telecommunications Network Clause 3.7 of SOA Module 5

**Is the Supplier required to provide the Customer with notice of all Scheduled Downtime?**

[ ]  Yes

 If yes, specify the period of notice the Supplier is required to provide: <<insert>>

[ ]  No

1. Third party service providers Clause 3.8 of SOA Module 5

#### <<Specify the assistance the Supplier is required to provide to third party service providers (if any) engaged by the Customer in connection with the provision of the Telecommunications Services.>>

1. Security Clause 3.9 of SOA Module 5

<<Insert security features which the Supplier is required to implement and maintain in connection with the Telecommunications Services.>>

1. Disaster Recovery Procedures Clause 3.13 of SOA Module 5

<<Clause 3.13 provides that if specified in the SOA Module Order Form, the Supplier must implement and maintain Disaster Recovery Procedures, including back-up procedures and facilities, to ensure the Supplier’s provision of the Telecommunications Services continues with minimal interruption if a Disaster occurs or affects the Telecommunications Network or the Supplier.>>

**Is the Supplier required to implement Disaster Recovery Procedures for the Telecommunications Services?**

[ ]  Yes

If yes, insert a description of the Disaster Recovery Procedures or attach to the SOA Module Order Form.

[ ]  No

1. Transition-Out Services Clause 3.14(a) of SOA Module 5

**Requirement for Transition-Out Services**

<<Insert whether Transition-Out Services are required.>>

[ ]  Yes

[ ]  No

**Specify any Transition-Out Services to be provided by the Supplier**

<<Insert details of any transition out assistance to be provided such as:

* transferring data and documentation to the Customer or a third party as the Customer directs; and
* continued provision of the Telecommunications Services after the Service Period ends.>>

**If Transition-Out Services are required, insert the date the Transition-Out Plan must be submitted to the Customer**

<<Insert date.>>

1. Standard Form of Agreement Clause 3.15 of SOA Module 5

<<Specify whether the Supplier has a Standard Form of Agreement. If yes, clause 3.15 provides the Supplier’s Standard Form of Agreement (including those mandatory terms that relate to services on the National Broadband Network, if any and if applicable, as set out in the Supplier’s Standard Form of Agreement) will apply to the supply of the Telecommunications Services by the Supplier to the Customer and is incorporated into this SOA Module to the extent that the Standard Form of Agreement is not expressly inconsistent with this SOA Module or the SOA Comprehensive Contract Conditions.>>

[ ]  Yes

[ ]  No

If yes, attach a copy of all documents from the Supplier’s Standard Form of Agreement that apply to products and services procured under this SOA Module Order Form, to this SOA Module Order Form, or provide specific URL links to all such Standard Form of Agreement documents.

**Connectivity and Carriage Services**

The following items will also need to be completed if the Customer is procuring Connectivity and Carriage Services.

1. Cancellation of Telecommunications Services Clause 4.1(a) of SOA Module 5

**Amount payable for cancellation (if applicable)**

#### <<Specify whether an amount is payable under clause 4.1(a) if the Customer cancels (without cause) the Connectivity and Carriage Service.>>

1. Transfer of Telecommunications Services Clause 4.1(b) of SOA Module 5

#### <<Specify the notice period that will apply if the Customer wishes to transfer or redeploy any Connectivity and Carriage Services (if this is different to the default position of 60 days).>>

1. Invoice audit Clause 4.3 of SOA Module 5

**Invoice audit period**

<<Specify the period for invoice audits (if this is different to the default position of 1 audit in any 6 month period).>>

**Timing for undertaking audit**

<<Specify if the audit will be undertaken at a time other than Business Hours.>>

1. Benchmarking Clause 4.4 of SOA Module 5

#### <<Specify whether Benchmarking of the Connectivity and Carriage Services is required.>>