
# SOA Module Order Form 6 – Managed Services

|  |
| --- |
| 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 6 – Managed Services under the SOA Comprehensive Contract Conditions – ICT Products and/or Services. The yellow highlighted sections need to be completed.  |

# SOA Module Order Form 6 – Managed Services

The following SOA Module Order Form 6 to be completed if the Customer is procuring Managed Services (refer to clause 3 of SOA Module 6).

1. Service Period Clause 3 of SOA Module 6

**Service Commencement Date – where Transition-In Services are not required**

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

**Service Commencement Date – where Transition-In Services are required**

#### <<If the Supplier is providing Transition-In Services, specify the commencement date of the Transition-In Period.>>

#### <<If the Supplier is providing Transition-In Services and Acceptance Testing is required of the Transition-In Services, clause 6(d) provides that the Service Commencement Date will be the AAD of the Transition-In Services unless otherwise specified in the SOA Module Order Form. Specify whether the Service Commencement Date 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 Commencement Date will be the AAD of the Transition-In Services or another date: <<insert>>

#### [ ]  No

#### <<If no, clause 6(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 notify the Customer in writing of the Service Commencement Date. The Service Commencement Date will be the date specified in the notice provided by the Supplier under clause 6(e).>>

**End of Service Period**

<<Insert end date for the supply of the Managed Services (e.g. 3 years from the Service Commencement Date.>>

**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. Description of Managed Services

<<Insert description of the Managed Services to be provided. Include as much detail as possible to clearly describe the Managed Services that may be provided, including:

* details of the Managed Services to be provided; and
* any assets or equipment of the Supplier that will be located on the Customer’s premises and used in provision of the Managed Services (e.g. a printer for managed print services) and applicable risk and insurance responsibilities.>>
1. Requirements Clause 4 of SOA Module 6

**Specifications for the Managed Services (or annex specifications to the Details)**

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

**Specify the standards for infrastructure, personnel, methodologies and other resources to be used in providing the Managed Services**

<<insert>>

1. System

<<If applicable to the Managed Services being supplied, insert a description (as applicable) of the:

#### the Supplier’s information technology facilities, which is dedicated to the provision of the Managed Services to the Customer; and/or

#### the Customer’s environment which is in-scope for the provision of the Managed Services.>>

1. Transition-In Services and Transition-In Plan Clause 6 of SOA Module 6

**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. Data Migration Services and Data Cleansing Services Clause 7 of SOA Module 6

**Data Migration Services**

Are Data Migration Services required?

[ ]  Yes

[ ]  No

<<If yes, include details of all migration activities to be undertaken by the Supplier in respect of the Customer Data. Specify if the Customer must extract and provide the Customer Data to the Supplier for data migration and conversion into the production environment.>>

**Date for completion of Data Migration Services**

<<Insert date by which Supplier must complete the Data Migration Services.>>

**Data Cleansing Services**

Are Data Cleansing Services required?

[ ]  Yes

[ ]  No

<<Specify if the Supplier is to provide Data Cleansing Services, and if so the Data Cleansing Services to be performed. This may include eliminating records that are clearly duplicates, correcting obvious misspellings and errors, ensuring that there are consistent descriptions, punctuation and syntax and resolving any other accuracy, omission and consistency issues.

Specify if the Customer must extract and provide the Customer Data to the Supplier for data cleansing.>>

**Date for completion of Data Cleansing Services**

<<Insert date by which Supplier must complete the Data Cleansing Services.>>

**Data Tools**

<<Clause 7(c) provides that if specified in the SOA Module Order Form, the Supplier must perform the data migration and data cleaning using software tools, object libraries, methodologies or other devices owned by the Supplier or any other party (Data Tools). Specify the Data Tools to be provided by the Supplier.>>

1. Procedures Manual Clause 8 of SOA Module 6

**Requirement for Procedures Manual**

<<Insert whether a Procedures Manual is required.>>

[ ]  Yes

[ ]  No

**Details to be included in Procedures Manual**

<<Clause 8 provides that if specified in the SOA Module Order Form that a Procedures Manual is required, the Supplier must prepare a detailed procedures manual which documents the operations and procedures to be followed in the provision of the Managed Services. Specify the details to be included in the Procedures Manual.>>

**Insert the date the Procedures Manual must be submitted to the Customer**

<<insert>>

1. Customer Data Clause 9 of SOA Module 6

**Will the Supplier store, host or process any Customer Data?**

[ ]  Yes

 If yes, complete the details set out below in this item.

[ ]  No

**Requirements for back-up and storage of the Customer Data**

Is the Supplier required to provide back-up and storage of Customer Data?

[ ]  Yes

 If yes, specify the procedures and requirements for the back-up and storage of the Customer Data (including the frequency at which the Supplier is to provide the Customer with back-up copies of the Customer Data): <<insert>>

[ ]  No

**Requirements for return or extraction of the Customer Data on expiry or termination of the Service Period**

<<Clause 9 provides that on expiry or termination of the Service Period the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data, in accordance with the procedures and requirements set out in the SOA Module Order Form. In this item specify whether the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data.>>

Is the Supplier required to return or allow the Customer to extract all Customer Data to the Customer?

[ ]  The Supplier is required to return all Customer Data to the Customer on expiry or termination of the Service Period.

<<Specify the period after expiry or termination that the Supplier is required to return the Customer Data.>>

**OR**

[ ]  The Supplier is required to allow the Customer to extract the Customer Data.

**Format in which the Customer Data must be returned or made available after termination or expiry of the Service Period**

<<insert>>

**Permanent destruction or secure erasure of Customer Data**

<<After returning Customer Data or allowing the Customer to extract the Customer Data, specify whether the Supplier is **not** required to permanently and irretrievably delete or de-identify all Customer Data.>>

1. Security Clause 10 of SOA Module 6

<<This item only needs to be completed if the Supplier will have access to Customer Data as part of providing the Managed Services.>>

**Specify the security and encryption standards which apply to the Customer Data**

<<Insert environmental, safety and facility procedures, data security procedures and other safeguards to protect the Customer Data from destruction, loss, unauthorised access or alteration. For example these may include data security measures such as encryption of data during transit or while at rest.>>

**Access logs**

<<Specify whether the Supplier is required to log access to and modification of Customer Data and provide or make available copies of the logs when reasonably requested by the Customer.>>

1. Managed Third Party Contracts Clause 12 of SOA Module 6

<<This item only needs to be completed where the Customer appoints the Supplier to manage and perform the Managed Third Party Contracts.>>

**Managed Third Party Contracts to be novated to the Supplier?**

[ ]  Yes

[ ]  No

If yes, list the Managed Third Party Contracts to be novated:

<<Insert list of Managed Third Party Contracts to be novated to the Supplier, or annex list to SOA Module Order Form.>>

**Managed Third Party Contracts to be managed and performed by the Supplier?**

[ ]  Yes

[ ]  No

If yes, list the Managed Third Party Contracts:

<<Insert list of Managed Third Party Contracts to be managed and performed by the Supplier, or annex list to SOA Module Order Form.>>

**Party who bears the costs associated with novation of a Managed Third Party Contract or procurement of management rights**

[ ]  Supplier

[ ]  Customer

**Services, functions and tasks to be performed for each Managed Third Party Contract**

<<Clause 12(e) provides that the Supplier must perform the services, functions and tasks of each Managed Third Party Contract as described in the SOA Module Order Form. Insert the services, functions and tasks the Supplier is required to perform in respect of each Managed Third Party Contract.>>

1. Units Clause 13 of SOA Module 6

<<Specify whether the Managed Services are provided on a per Unit basis (such as users, devices or storage capacity) and the number of Units initially ordered. Specify the frequency at which the Customer may adjust the number of Units.>>

1. Consolidation Period Clause 14 of SOA Module 6

<<Insert applicable consolidation period during which the Supplier will use its best efforts (but will not be liable for any failure) to meet or exceed the Service Levels.>>

1. Service Levels Clause 14 of SOA Module 6

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

The Services Levels are set out in:

[ ]  Schedule 8 – Service Levels

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

<<If Schedule 8 – Service Levels is not completed, specify frequency the Supplier is required to provide a report to the Customer of its performance against the Service Levels (i.e. monthly, quarterly or such other time).>>

**Exclusions from Service Levels**

<< Clause 16(a) sets out a number of exclusions from the Supplier’s obligation to perform the Managed Services and to meet the Service Levels. Clause 16(a)(vii) provides that the SOA Module Order Form may also specify whether there are any other circumstances where the Supplier is not required to meet the Service Levels. If there are any other circumstances which are in addition to the circumstances set out in clause 16(a) specify these in this item. These exclusions may also be set out in Schedule 8 – Service Levels or another document referred to above.>>

1. Service Credits Clause 14 of SOA Module 6

<<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 Managed 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 14(d) 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. Disaster recovery Clause 17 of SOA Module 6

<<Clause 17 provides that if specified in the SOA Module Order Form, the Supplier must implement, maintain and comply with disaster recovery procedures, including back-up procedures and facilities, to ensure the Supplier’s provision of the Managed Services continues with minimal interruption if a Disaster occurs or affects the System or the Supplier.>>

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

[ ]  Yes

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

[ ]  No

1. Audit Clause 18 of SOA Module 6

<<Clause 18 provides that if specified in the SOA Module Order Form, the Supplier must appoint an independent auditor to audit the Supplier’s compliance with the security, privacy and Customer Data requirements of the Contract at least annually.>>

**Is the Supplier required to appoint independent auditors to audit Supplier’s compliance with the security, privacy and Customer Data requirements?**

[ ]  Yes

[ ]  No

1. Transition-Out Services Clause 19 of SOA Module 6

**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 Managed 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.>>

**Period of Transition-Out Services**

<<Insert period which the Transition-Out Services are to be provided for.>>