



**FEDERAL COURT  
OF AUSTRALIA**



**PA-2020-0019**  
**Contract**

## **Provision of Transcription, Recording and AV Support and Maintenance Services**

**Federal Court of Australia**  
ABN 49 110 847 399

and

**Auscript Australasia Pty Limited**  
ABN 72 110 028 825

FOR OFFICIAL USE ONLY

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**Part 1 Contract Details**

1.	Contract name	Transcription and Recording Services	
2.	Contract number	PA-2020-0019	
3.	Date	1 July 2020	
4.	Customer	NAME	Federal Court of Australia (being the non-corporate Commonwealth entity listed in paragraph 18ZB(b) of the <i>Federal Court of Australia Act 1976</i> (Cth) and further defined in Schedule 4 (Glossary)).
		ABN	49 110 847 399
		ADDRESS	Level 16, Law Courts Building, Queens Square SYDNEY NSW 2000
5.	Customer Representative	NAME	Sia Lagos
		POSITION	CEO Federal Court of Australia
		ADDRESS	Federal Court of Australia, Principal Registry Owen Dixon Commonwealth Law Courts Building, 305 William Street, Melbourne, VIC 3000 Australia
		EMAIL	s 22 of the FOI Act
6.	Service Provider	NAME	Auscript Australasia Pty Limited
		ABN	72 110 028 825
		ADDRESS	Level 4, 180 Ann Street Brisbane QLD 4000 Australia
7.	Service Provider Representative	NAME	Michael Rose
		POSITION	CEO, Auscript Australasia Pty Limited
		ADDRESS	Level 4, 180 Ann Street Brisbane QLD 4000 Australia
		EMAIL	s 22 of the FOI Act
8.	Commencement Date	1 July 2020	
9.	Initial Term	A period of four years.	
10.	Option Period	Two further periods of two years each.	

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## Recitals

- A. The Customer requires the provision of transcription and recording services, and support and maintenance services for audio visual equipment (the **Services**) which:
- (a) meet the Customer's requirements as set out in this Contract;
  - (b) align with the Customer's expectations for quality, timeliness and efficiency; and
  - (c) operate seamlessly with the Customer's processes and systems.
- B. The Services are required to be provided in respect of the Customer, the Federal Court of Australia, the Family Court of Australia, the Federal Circuit Court of Australia, and other Users as described in this Contract.
- C. The Customer has conducted a procurement process for the Services, and the Service Provider submitted a tender in which it offered to perform the Services in accordance with the requirements of this Contract.
- D. The Service Provider has fully informed itself of all aspects of the work to be performed for the provision of the Services.
- E. The Customer has agreed to engage the Service Provider to provide the Services, and the Service Provider has agreed to provide the Services, on the terms and conditions of this Contract.
- F. Although this Contract describes some minimum requirements for the Services, the Service Provider will be given some flexibility to determine how to best perform the Services in order to meet the Customer's objectives. Because of this flexibility:
- (a) the Service Provider is expected to deliver the Services in a manner that is efficient, highly responsive, technologically contemporary, cost effective and offers ongoing and increasing value to the Customer;
  - (b) the Service Provider accepts responsibility for meeting the Customer's objectives (with payments appropriately linked to meeting the minimum requirements, Service Levels, Key Success Factors and Key Performance Indicators); and
  - (c) the Service Provider accepts that its performance will be measured both quantitatively and qualitatively.
- G. Another key feature of this Contract is the establishment of a close, working relationship between the Service Provider and the Customer, in which the Service Provider must act as a trusted adviser to the Customer on the Services and strategy and offer holistic and strategic advice on the Customer's requirements.



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## **Part 2                      Essentials**

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### **1.            Definitions and Interpretation**

#### **Definitions**

- 1.1        In this Contract, unless the contrary intention is expressed, the definitions in Schedule 4 (Glossary) apply.

#### **Interpretation**

- 1.2        In this Contract, unless the contrary intention is expressed:
- 1.2.1     a reference to this Contract is to clauses 1 to 68, and includes the Schedules and Attachments as the context requires;
  - 1.2.2     a reference to a Part is to a Part in this Contract;
  - 1.2.3     the singular includes the plural and vice versa, and a gender includes other genders;
  - 1.2.4     another grammatical form of a defined word or expression has a corresponding meaning;
  - 1.2.5     a reference to a clause, paragraph, Schedule or Attachment is to a clause or paragraph of, or Schedule or Attachment to the Contract as the context requires, and a reference to the Contract includes any Schedule or Attachment to this Contract;
  - 1.2.6     a reference to a Document, policy or instrument includes the Document, policy or instrument as novated, altered, supplemented or replaced from time to time;
  - 1.2.7     a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
  - 1.2.8     a reference to time is to the time in the place where the obligation is to be performed;
  - 1.2.9     a reference to a party is to a party to this Contract, as the context requires, and a reference to a party to a Document includes the party's executors, administrators, successors and permitted assignees and substitutes;
  - 1.2.10    a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or Entity or other entity;
  - 1.2.11    a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - 1.2.12    the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

- 1.2.13 if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- 1.2.14 headings are for ease of reference only and do not affect interpretation;
- 1.2.15 any obligation, agreement, representation, warranty or indemnity in favour of two or more parties, persons or Entities is for the benefit of them jointly and severally; and
- 1.2.16 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of this Contract.

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## **2. Priority of Documents**

- 2.1 Except as expressly specified otherwise in this Contract, in the event of inconsistency between:

- 2.1.1 Clauses 1 to 68 of this Contract;
- 2.1.2 Schedule 4 (Glossary);
- 2.1.3 Schedule 1 (Statement of Requirement);
- 2.1.4 not used;
- 2.1.5 Schedule 3 (Charges and Payments);
- 2.1.6 the other Schedules except the Schedules listed above;
- 2.1.7 any attachment or annexure to a Schedule; and
- 2.1.8 any document referred to or incorporated by reference,

the clause or document that is referenced earlier in this paragraph will prevail to the extent of any inconsistency with documents referenced lower in this clause.

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## **3. Term**

- 3.1 This Contract begins on the Commencement Date and continues for the Initial Term unless:
  - 3.1.1 this Contract is terminated in accordance with clause 62; or
  - 3.1.2 this Contract is extended in accordance with this clause 3.
- 3.2 The Initial Term may be extended for the Option Periods, on the terms and conditions then in effect, by the Customer giving written Notice to the Service Provider. Such Notice must be provided:
  - 3.2.1 at least 20 Business Days before the end of the then current Term; or
  - 3.2.2 within another period agreed in writing between the parties.
- 3.3 Any extension exercised in accordance with clause 3.2 takes effect from the end of the current Term.

- 3.4 If the Transition Period, as determined in accordance with clause 63 (Transition Out), has not ended before this Contract would otherwise have ended but for this clause 3.4 (including through expiry or termination), the Term will be deemed to have been extended until the end of the Transition Period.
- 3.5 For clarity, any perpetual licences granted under this Contract continue beyond the expiry or earlier termination of this Contract.
- 3.6 The Service Provider acknowledges and agrees that despite:
- 3.6.1 the extension option in clause 3.2;
  - 3.6.2 any representations made by the Customer, expressly or implicitly; or
  - 3.6.3 the performance by the Service Provider of its obligations in the Contract,
- the Service Provider is not entitled to expect that the Term will be extended or that the Service Provider will be offered any right to extend or negotiate for any extension of the Term.

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#### **4. Provision of Services to the Federal Court, Family Court, Federal Circuit Court and other Users**

- 4.1 The Service Provider acknowledges and agrees that:
- 4.1.1 the Services are required by, and must be provided to:
    - (a) the Customer;
    - (b) the FCA;
    - (c) the FCoA and FCC; and
    - (d) other Entities, as further set out in the Statement of Requirements or advised by the Customer from time to time; and
  - 4.1.2 while the terms of this Contract are expressed as granting rights and imposing obligations on the Customer:
    - (a) any right or benefit of the Customer under this Contract is also a right or benefit for the Entities referred to in clauses 4.1.1(b) - 4.1.1(d) and may be exercised by the Customer (whether on its own behalf or on behalf of



the Entities referred to in clauses 4.1.1(b) - 4.1.1(d)) or by an entity referred to in clauses 4.1.1(b) - 4.1.1(d) itself; and

- (b) the obligations, representations, warranties or indemnities made or owed to the Customer under this Contract are (to the extent they are also applicable to Services provided to the Entities referred to in clauses 4.1.1(b) - 4.1.1(d)) also made or owed to the Entities referred to in clauses 4.1.1(b) - 4.1.1(d).

- 4.2 The Service Provider acknowledges and agrees that this Contract may be administered on behalf of the Customer and the Entities referred to in clauses 4.1.1(b) - 4.1.1(d) by another Entity or other person as notified to the Service Provider from time to time.

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## **Part 3                      Scope of Services – General**

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### **5.                      Objectives**

- 5.1                      The Objectives of this Contract are to:
- 5.1.1                  achieve an outcomes-focussed and strategic relationship between the parties which ensures the Customer has efficient and effective Services that support the Customer's portfolio needs, at a reasonable cost, and for the Service Provider to provide and perform whatever resources and tasks are needed to do so;
  - 5.1.2                  ensure the Customer receives Services which are flexible and responsive to the complex and changing business and portfolio needs, strategic direction and environment of the Customer, and that the Service Provider continuously seeks to improve the quality, effectiveness and efficiency of the Services and their delivery;
  - 5.1.3                  providing greater access to the Services across all applicable jurisdictions, while minimising costs to the Customer, the FCA, FCoA and FCC;
  - 5.1.4                  leverage technology where appropriate in the delivery of the Services;
  - 5.1.5                  provide for Services that are capable of expanding to reflect the Customer's needs, **including** changes to the number of courtrooms or the quantity or location of supported Equipment; and
  - 5.1.6                  support a collaborate relationship that enables effective communication and performance management;
  - 5.1.7                  protect and maintain security in respect of all Customer Data (including Confidential Information and Personal Information).
- 5.2                      Subject to this Contract, the Service Provider must do all things necessary to achieve the Objectives of this Contract. However, this clause 5 is not intended to alter the plain meaning of the terms of this Contract.
- 5.3                      To the extent that any part of this Contract does not address a particular circumstance or is otherwise unclear or ambiguous, the terms of that part must be interpreted and construed by reference to the intention of the parties as described in this clause 5 and, in particular, in a manner that would result in the Service Levels, Critical Success Factors (CSFs) and Key Performance Indicators (KPIs) being met.

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### **6.                      Scope and Services**

- 6.1                      The purpose of this Contract is to set out the Service Provider's obligation to perform the Services. This Contract sets out:
- 6.1.1                  the scope of the Services, including any requirements that must be met in the provision of the Services; and
  - 6.1.2                  the Service Levels, CSFs and KPIs,

that must be performed and met by the Service Provider in accordance with this Contract.

6.2 The Service Provider must perform the Services:

- 6.2.1 as specified in the Statement of Requirements;
- 6.2.2 on a flexible basis to meet the Customer's changing needs (including location and number of courtrooms and Equipment) as described in the Statement of Requirements;
- 6.2.3 in accordance with any timeframes, volumes and delivery requirements (including any Milestones) in this Contract;
- 6.2.4 to meet or exceed the Service Levels, CSFs and KPIs in the Statement of Requirements; and
- 6.2.5 to a standard and quality that is no less than the standard and quality of similar services provided to the Customer as at the Commencement Date;
- 6.2.6 with due skill and care to the standard that would be expected of an experienced and professional supplier of similar services;
- 6.2.7 using Personnel who have the skills needed for the Services, and otherwise comply with the requirements of this Contract;
- 6.2.8 to comply with any standards specified in the Statement of Requirements and any other industry standards or international standards represented by the Service Provider;
- 6.2.9 in accordance with all applicable Laws; and
- 6.2.10 in accordance with any directions given by the Customer from time to time, provided those directions are consistent with this Contract.

6.3 The Service Provider is not relieved of its obligations under this Contract because of any:

- 6.3.1 involvement by the Customer in the provision of the Services;
- 6.3.2 inability of the Service Provider to provide the resources (including Personnel) needed to perform the Services;
- 6.3.3 payment of Charges to the Service Provider; or
- 6.3.4 subcontracting of the performance of the Services.

6.4 The Statement of Requirements sets out the scope of the Services that must be performed by the Service Provider on the terms of this Contract. Without limiting the Statement of Requirements, the Services generally include the following (as further described in the Statement of Requirements:

- 6.4.1 Recording Services;
- 6.4.2 In-Court Monitoring Services;
- 6.4.3 Transcription Services;
- 6.4.4 Administrative Services;



6.4.5 AV Support and Maintenance Services; and

6.4.6 Transition Services.

6.5 The Customer does not guarantee, warrant or otherwise represent that any quantity, or minimum value, of Services will be procured by the Customer under this Contract.

**Incidental Services**

6.6 Without limiting the Service Provider's obligation to meet the Service Levels, CSFs and KPIs:

6.6.1 the Services, tasks and obligations set out in this Contract do not, and must not be interpreted so as to, limit the Service Provider's obligations under this Contract to the performance of only those Services, tasks and obligations;

6.6.2 the Service Provider must achieve the Service Levels, CSFs and KPIs in a manner that is consistent with this Contract, regardless as to whether or how the individual Services, tasks and obligations are described;

6.6.3 the Service Provider must provide any resources and perform any services, functions or responsibilities that a person experienced in providing services similar to the Services (after considering vendor and customer views) would reasonably consider to be necessary or incidental to meeting the Service Levels, CSFs and KPIs, and achieving the proper performance or provision of the Services; and

6.6.4 except as expressly stated in Schedule 3 - Charges and Payments, the Charges reflect all services, functions and responsibilities the Service Provider must provide and meet in order to comply with the Contract.

6.7 if either party identifies a service, function or responsibility that is within the scope of the Services because of the operation of clause 6.6.3:

6.7.1 the parties will promptly amend the Statement of Requirements to include that service, function or responsibility;

6.7.2 there will be no change to the Charges as a result of that amendment; and

6.7.3 whether or not the Statement of Requirements has been amended, the Service Provider must perform or assume the additional service, function or responsibility.

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**7. Service Provider flexibility and autonomy**

7.1 The parties acknowledge and agree that:

7.1.1 although this Contract describes certain Services, tasks and obligations that must be performed by, or met by, the Service Provider, it is not intended for this Contract to describe every service, function or responsibility that is within the scope of the Service Provider's obligations to meet the Service Levels, CSFs and KPIs and perform the Services;

7.1.2 the Service Provider has, subject to this Contract, the ability to determine how it will perform the Services to meet the Service Levels, CSFs and KPIs; and

7.1.3 the Service Provider may use its experience, resources and expertise to determine how to best perform the Services in order to meet the outcomes, Service Levels, CSFs and KPIs (subject to any requirements as set out in this Contract).

- 7.2 The Service Provider must:
- 7.2.1 deliver the Services in a manner that is efficient, highly responsive, technologically contemporary and cost effective at all times during the Term;
  - 7.2.2 continually plan for the evolution of the Services and modify the manner in which the Services are supplied so as to continue to meet the Service Levels, CSFs and KPIs and to improve the performance standards without increasing the Charges or any other costs to the Customer; and
  - 7.2.3 deliver the Services in a manner that will reduce the costs to the Customer (including the Charges) over the Term and to assist the Customer to meet any future efficiency dividend requirements it is obliged to achieve.
- 7.3 The Service Provider acknowledges and agrees that the Services provided under this Contract need to be readily and rapidly flexible and adaptable to meet the changing needs and requirements of the Customer in order to meet the outcomes, Service Levels, CSFs and KPIs. The Service Provider must continuously seek to improve the quality, effectiveness and efficiency of the Services and their delivery, including as set out in the Statement of Requirements.

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## 8. Strategic relationship

- 8.1 The parties acknowledge and agree that it is critical to the Customer that the Customer and the Service Provider establish and maintain a collaborative and strategic relationship that has the following features:
- 8.1.1 the Service Provider acts as a trusted adviser to the Customer on, and provides leadership in relation to the Services and strategy and offers holistic, independent and strategic advice on the Customer's Service requirements;
  - 8.1.2 the Service Provider proactively anticipates and identifies risks and offers solutions and advice which are practical, and reflect industry best practice;
  - 8.1.3 the Service Provider has a comprehensive understanding of the Customer's and other Users' outcomes, requirements, challenges and priorities;
  - 8.1.4 the Service Provider considers achievement of maximum Customer and other User satisfaction to be essential; and
  - 8.1.5 the Service Provider works collaboratively with any Other Third Parties nominated by the Customer, and proactively participates in governance arrangements as required by the Customer.
- 8.2 Consequently, the parties acknowledge and agree that, because of the nature of the relationship of the parties and the flexibility the Service Provider has to provide the Services, it is reasonable and fair in the circumstances:
- 8.2.1 for the Service Provider to accept significant responsibility for complying with the Contract;
  - 8.2.2 that the rights and remedies available to the Customer under this Contract are utilised;
  - 8.2.3 for the Customer to subjectively measure whether or not an outcome or performance standard has been met, in addition to any objective measures; and

- 8.2.4 for full payment of the Charges to be based on the Service Provider meeting the requirements of the Contract, rather than on the cost of the provision of the Services or inputs related to meeting the Service Levels, CSFs and KPIs or performing the Services.

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## **9. Transition In**

- 9.1 On and from the Commencement Date, the Service Provider must do all things necessary to perform the Transition In Services:
  - 9.1.1 in accordance with the Accepted Transition In Plan;
  - 9.1.2 so that the Transition In Services are completed by the Transition Date; and
  - 9.1.3 so that the Service Provider is able to perform all of the Services and otherwise meet all of its obligations under this Contract on and from the Transition Date.
- 9.2 The Service Provider must, when performing the Transition In Services:
  - 9.2.1 ensure that the Transition In Services are conducted in a timely, coordinated, risk managed and otherwise efficient manner without adversely affecting the Customer's functions or operations;
  - 9.2.2 ensure a seamless transition from the Customer's current service arrangements with no avoidable disruptions or delays;
  - 9.2.3 where disruptions or delays are unavoidable, ensure that such disruptions or delays are:
    - (a) minimised (in their impact and duration); and
    - (b) planned, assessed and agreed with the Customer prior to proceeding and implemented in accordance with the Customer's change management processes;
  - 9.2.4 work collaboratively with the Customer, other Users and Stakeholders (as required) to ensure that the Service Provider effectively manages all aspects of the Transition In Services; and
  - 9.2.5 diligently identify and resolve, or assist the Customer to resolve, any problems encountered in the completion of the Transition In Services.
- 9.3 If the Service Provider considers that any disruption to the Customer's operations has or may occur, the Service Provider must:
  - 9.3.1 immediately notify the Customer about the actual or potential disruption and provide information sufficient for the Customer to understand the nature and duration of the disruption;
  - 9.3.2 notify the Customer of the steps the Service Provider is taking or will take to mitigate the effects of and resolve any disruption or potential disruption (including to minimise its impact and duration); and
  - 9.3.3 promptly comply with any direction of the Customer in relation to the disruption or potential disruption.



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## **10. Acceptance**

### **General**

- 10.1 Unless specified otherwise in this clause or the Statement of Requirements, the Deliverables and Services under this Contract are subject to Acceptance by the Customer.
- 10.2 The Deliverables will be considered for Acceptance in accordance with the requirements set out in this clause 10.
- 10.3 Documentary Deliverables and other data items, that by their nature do not require Acceptance Testing, will be considered for Acceptance on the basis of their compliance with the Acceptance Criteria specified the Statement of Requirements.
- 10.4 Transcripts and Recordings are not subject to Acceptance or Approval, however, they must comply with Acceptance Criteria as set out in the Statement of Requirements. If in the Customer's opinion, a Transcript or Recording does not meet the Acceptance Criteria set out in the Statement of Requirements, the Service Provider must re-provide the Transcript or Recording to the Customer in a form that does meet the Acceptance Criteria.
- 10.5 The issuing of a Certificate of Acceptance in accordance with clause 10.14.1 is not a waiver of rights; and the Customer may, in issuing a Certificate of Acceptance, impose such conditions and qualifications as it reasonably requires.
- 10.6 Despite anything to the contrary in this Contract, the approval or Acceptance of any Deliverable or any course of action by the Customer does not relieve the Service Provider from its obligations under this Contract and does not limit or waive any of the Customer's remedies or rights under this Contract or at Law. Acceptance or approval of any Deliverable or any course of action by the Customer must not be construed as any more than an indication that the Deliverable or course of action appears to the Customer to be capable of being used as a basis for further work.

### **Acceptance Criteria for Service or Deliverables**

- 10.7 The parties agree that:
- 10.7.1 any Acceptance Criteria which relates to the provision, performance or delivery of a Service or Deliverable is deemed to include a requirement that the Service or Deliverable has been provided, performed or delivered so as to meet all requirements of this Contract applicable to that Service or Deliverable; and
- 10.7.2 if a Service or Deliverable is specified as being subject to Acceptance, but no Acceptance Criteria is specified in this Contract or the Acceptance Test Plan for that Service or Deliverable, the Acceptance Criteria will be that the Deliverable complies with all requirements in this Contract for that Service or Deliverable.

### **Acceptance Testing**

- 10.8 Clauses 10.9 to 10.16 apply to any Deliverables that are subject to Acceptance Testing.
- 10.9 The Service Provider must carry out Acceptance Testing of the Deliverables as specified in this Contract, the approved Acceptance Test Plan or as the Customer may reasonably require, to ensure that the Deliverables comply with the applicable criteria set out in the Statement of Requirements and the Acceptance Criteria in the Acceptance Test Plan.
- 10.10 Unless specified to the contrary in clause 10.11, the costs of Acceptance Testing will be borne by the Service Provider.

- 10.11 In accordance with clause 10.8, the Service Provider agrees that the Customer, or any of its contractors, may also carry out the Acceptance Testing or any part of the Acceptance Testing. The direct costs of the Customer undertaking the Acceptance Testing will be borne by the Customer unless the testing shows that the Deliverable failed to comply with the Acceptance Criteria, in which case the cost of the testing must be borne by the Service Provider.
- 10.12 The Service Provider must comply with any reasonable request by the Customer for further testing in relation to the Deliverables.
- 10.13 The Service Provider must allow the Customer or its authorised representative to observe the performance of the Acceptance Testing or other tests by the Service Provider.
- 10.14 If the Customer finds that a Deliverable:
- 10.14.1 has satisfied the Acceptance Criteria, the Customer must within 15 Business Days issue a Certificate of Acceptance in respect of that Acceptance Criteria in accordance with this Contract (and the Deliverables will then be deemed to have been Accepted by the Customer); or
  - 10.14.2 has not satisfied the Acceptance Criteria, the Service Provider must (at no cost to the Customer) do all things necessary to rectify any problems to ensure that the Acceptance Criteria are met. The Acceptance Testing must then be repeated as soon as practicable or within the time period agreed by the parties after Notification from the Service Provider that it believes it meets the Acceptance Criteria, and this clause 10.14 will apply to the repeated Acceptance Testing.
- 10.15 If further Acceptance Testing is required under clause 10.14.2 and the Service Provider does not rectify any problems to ensure that Acceptance Criteria are met within:
- 10.15.1 15 Business Days after the commencement of Acceptance Testing for that Deliverable; or
  - 10.15.2 such longer period as is notified by the Customer,
- the Customer may treat the non-compliance as a failure by the Service Provider to comply with the relevant obligation under this Contract.
- 10.16 The Service Provider must bear all costs associated with replacing or correcting rejected Deliverables and of complying with the directions of the Customer.

#### **Conditional Acceptance**

- 10.17 The Customer may Accept Deliverables despite the existence of minor omissions or defects or other non-conformances in the Deliverables. The Customer must endorse such omissions, defects or non-conforming work by Notice to the Service Provider. The Service Provider must, within 10 Business Days after signature of the Acceptance Certificate by the Customer, or within such time as permitted by the Customer, make good the items identified in the Notice as omissions, defects or non-conforming work so as to meet the Acceptance Criteria.

- 10.18 If the Customer agrees that Acceptance may be achieved despite any minor omissions or defects or other non-compliance and the Customer does not wish to exercise its rights to Accept the Deliverables and require the Service Provider to make good non-conforming work in accordance with clause 10.16, the Customer may, after consultation with the Service Provider:
- 10.18.1 determine revised Charges reflecting the amount of the reduction in value for money attributable to the non-compliance with this Contract (**Reduction Amount**); and
- 10.18.2 after determining revised Charges that reflect the reduced value for money of the non-complying Services or Deliverables, recover this reduced amount as a debt due to the Customer.

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## 11. Recipients of Services

### Changes to the Customer

- 11.1 The Services Provider acknowledges and agrees that the size, scope or operations of the Customer, or any other Users, may change during the Term, including because of:
- 11.1.1 amalgamation of the Customer or other Users with other Entities;
- 11.1.2 a restructure of the Customer or other Users by the Commonwealth;
- 11.1.3 all or part of the Customer or other Users becoming part of any other Entity;
- 11.1.4 changes in the number, or location, of the Sites; or
- 11.1.5 the Customer or other Users performing functions for other Entities, including the provision of services to those entities.
- 11.2 If the Customer notifies the Service Provider of a change to the size, scope or operations of the Customer or other Users, then the Service Provider must provide the Services in accordance with the changed arrangements on the terms of this Contract.
- 11.3 To the extent the flexibility in clause 11.1 is not already built into this Contract (e.g. covered by the variables in the Charges), the Service Provider may propose an amendment to this Contract to take into account of any changes to the Customer or other Users. Any amendments must:
- 11.3.1 equitably reflect the changes; and
- 11.3.2 be consistent with the existing cost, resource, pricing and outcomes focus of this Contract.

### Service Provider to continue to provide Services for transferred operations

- 11.4 If any part of the operations or business of the Customer or other Users is transferred to another Entity:
- 11.4.1 the Service Provider must, if and as requested by the Customer, continue to provide the Services for the transferred operations or business to that other Entity on the terms of this Contract (including so as to continue to meet the outcomes) for the remainder of the Term;

- 11.4.2 if necessary, the Service Provider and the other Entity will enter into a new agreement on substantially the same terms as this Contract (the amount of Charges payable under any such new agreement must reflect the scope of the transferred operations or business as a result of the transfer to another Entity);
- 11.4.3 the Charges under this Contract will be changed to reflect the reduced scope of the Services provided to the Customer; and
- 11.4.4 the Customer may remove the affected Services from the scope of this Contract in accordance with 62.3 to 62.12, except that no claim for unavoidable costs can be made by the Service Provider because the Services are transferred.

#### **Effect of changes on outcomes**

- 11.5 If any changes under this clause 11 impact upon the ability of the Service Provider to meet the outcomes, the parties will discuss those impacts in good faith and may amend this Contract in accordance with clause 32 as required to ensure the Service Provider continues to meet the outcomes. If the Service Provider seeks any amendment to this Contract, it must do so within 3 months from the date the impact upon the ability of the Service Provider to meet the outcomes is known.

#### **No effect on variable Charges**

- 11.6 Nothing in this clause 11 limits any process set out in this Contract for determining a variable Charges payable by the Customer (including any Charges which are based on the number of units of resources that are consumed by the Customer in a given period).

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## **12. Services Catalogue**

- 12.1 The Service Provider must:
  - 12.1.1 develop, deliver and maintain a Service Catalogue that meets the requirements set out in the Statement of Requirements; and
  - 12.1.2 ensure that the Service Catalogue is accurate, up to date and consistent with the Service Provider's obligations under this Contract at all times.

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## **13. General warranties**

- 13.1 The Service Provider represents and warrants that:
  - 13.1.1 it has, and the Service Provider Personnel have, and they will both continue to have and to use, the skills, qualifications and experience to provide the Services in a skillful, diligent, responsive, professional, efficient and controlled manner, with a high degree of quality and to a standard that complies with this Contract and meets the Customer's requirements in full;
  - 13.1.2 it will provide and use the necessary resources to provide the Services;
  - 13.1.3 it has and will be deemed to have done everything possible to inform itself completely as to:
    - (a) the Customer's requirements for Services under this Contract;



- (b) the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Contract; and
  - (c) all things necessary for delivery and management of this Contract and the performance of the Service Provider's obligations under this Contract;
- 13.1.4 it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations;
- 13.1.5 it does not rely on any representation, warranty, condition or other conduct, information, statement or document whether forming part of this Contract or not, which may have been made by the Customer or any person purporting to act on behalf of the Customer in entering into this Contract, other than an express warranty contained in this Contract;
- 13.1.6 in providing the Services, it will at all times comply with this Contract;
- 13.1.7 at all times during the Term it will meet, and seek to exceed any Service Levels, CSFs and KPIs specified in this Contract;
- 13.1.8 it has the right to vest all Intellectual Property Rights and grant all licences granted in accordance with this Contract;
- 13.1.9 it will not, nor will it suffer or permit its Personnel or any third party under its direction or control to negligently or wilfully introduce into the Customer's systems any Harmful Code; and
- 13.1.10 if any Harmful Code is introduced into the Customer's systems or any Software, whether through a breach of clause 13.1.9 or otherwise, the Service Provider will:
  - (a) immediately report that introduction to the Customer;
  - (b) if directed by the Customer, take all necessary action to eliminate the Harmful Code; and
  - (c) if directed by the Customer, promptly repair any harm or destruction caused by that Harmful Code, at its cost where the Harmful Code was introduced as a result of a breach of clause 13.1.9.
- 13.2 The Service Provider represents and warrants that:
  - 13.2.1 it has the right to enter into this Contract;
  - 13.2.2 it has:
    - (a) full corporate power and authority; and
    - (b) all rights, title, licences, interests and property necessary, to lawfully enter into, perform and observe its obligations under this Contract;
  - 13.2.3 the execution, delivery and performance of this Contract has been duly and validly authorised by all necessary corporate action; and
  - 13.2.4 the Service Provider's signing, delivery and performance of this Contract does not constitute:

- (a) a violation of any judgment, order or decree;
- (b) a material default under any contract which relates in any way to the provision of the Services, and by which it or any of its assets are bound; or
- (c) an event that would, with Notice or lapse of time, or both, constitute such a default.

13.3 The Service Provider represents and warrants that it has disclosed in writing to the Customer prior to the Commencement Date:

- 13.3.1 any litigation or proceeding whatsoever, actual or threatened, against the Service Provider; and
- 13.3.2 matters relating to the commercial, technical or financial capacity of the Service Provider or of any Subcontractor proposed to be engaged in respect of this Contract, including the existence of any breach, default or alleged breach or default of any agreement, order or award binding upon the Service Provider,

being matters affecting the Service Provider's ability to perform any of its obligations under this Contract.

13.4 The Service Provider represents and warrants that:

- 13.4.1 it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
- 13.4.2 it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount; and
- 13.4.3 it is not, and its Personnel are not, an Inappropriate Person.

13.5 The Service Provider warrants that it will promptly Notify and fully disclose to the Customer any event or occurrence actual or threatened during the Term of this Contract that would materially affect the Service Provider's ability to perform any of its obligations under this Contract, including but not limited to any event or occurrence referred to in clauses 13.3 and 13.4.

**Effect of warranties**

13.6 Nothing in this clause 13:

- 13.6.1 restricts the effect of any conditions or warranties which may be implied by the *Competition and Consumer Act 2010* (Cth) or any sale of goods or fair trading Laws; or
- 13.6.2 limits the Customer's right to take action on the basis of the common law that would be applied by the High Court of Australia in respect of a breach of Contract, tort or any other common law or statutory cause of action.

13.7 The Service Provider acknowledges that the Customer is entering into this Contract in reliance on the warranties given by the Service Provider in this clause 13.

13.8 Where the Service Provider supplies Services that have been procured from a third party, the Service Provider assigns to the Customer, to the extent permitted by Law, the benefits of the warranties given by the third party. This assignment does not in any way relieve the

Service Provider of the obligation to comply with warranties provided directly by the Service Provider under this Contract.

13.9 The Customer warrants that:

13.9.1 it has the right and authority to enter into this Contract; and

13.9.2 if any Customer Supplied Items, Sites or facilities are provided to the Service Provider in accordance with this Contract, the Customer has or will obtain the necessary rights to do so.

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## **14. Additional Services**

14.1 At any time, the Customer may request the Service Provider to provide a quote for the provision of Additional Services described in the request.

14.2 The Service Provider must, within 10 Business Days of receiving a request pursuant to clause 14.1 (or within the longer period (if any) specified by the Customer in the request), conduct a survey of the task and provide to the Customer a quote in the form reasonably required by the Customer that includes:

14.2.1 a price for the provision of the requested Additional Services calculated by reference to Schedule 3 (Charges and Payments) and the requirements set out in clause 14.4;

14.2.2 if required by the Customer, a breakdown of the quoted price, showing the basis on which the quoted price has been calculated (including the number of days total level of effort by the Service Provider for the Additional Services and the level of Service Provider Personnel required); and

14.2.3 details of the Additional Services which would be performed and the impact of the performance of those Additional Services on this Contract and the Services being performed pursuant to it.

14.3 Subject to clause 14.3.1, the Customer must within 10 Business Days of receiving a quote pursuant to clause 14.2 (or within the longer period (if any) specified by the Service Provider in the quote), either:

14.3.1 Approve the quote and Notify the Service Provider of the Approval of the quote; or

14.3.2 reject the quote and Notify the Service Provider of the reasons for rejection.

14.4 If the Customer gives no Notice under clause 14.3 within the period determined in accordance with that clause, the Customer will be taken to have rejected the quote.

14.5 If the Customer Notifies the Service Provider, in accordance with clause 14.3, that a quote given in accordance with clause 14.2 has been Approved:

14.5.1 the Additional Services will be deemed to be included in the Services;

14.5.2 the Service Provider must provide the Additional Services in accordance with this Contract; and

14.5.3 upon completion of the Additional Services, the Service Provider may make a claim in accordance with the payment provisions of this Contract and the Approved Quote for an amount not exceeding the Approved Quote.

- 14.6 The Service Provider acknowledges that:
- 14.6.1 the Customer has absolute discretion to decide whether, and if so when, to make a request for Additional Services;
  - 14.6.2 the Service Provider must not charge the Customer as Additional Services for anything already included in the scope of the Services;
  - 14.6.3 the Customer has no obligation to reimburse the Service Provider for its costs in surveying and quoting for Additional Services, except to the extent (if any) that the Customer Approves the reimbursement in advance in writing; and
  - 14.6.4 unless otherwise stated in the Statement of Requirements, the Customer may obtain services the same as or similar to the Additional Services from a person other than the Service Provider.
- 14.7 The Service Provider:
- 14.7.1 warrants that the Customer will not be charged any amount for Service Provider or Subcontractor Personnel providing any Additional Services if the Customer is already being charged for those Personnel on a full time equivalent basis; and
  - 14.7.2 must ensure that:
    - (a) it first seeks to use the spare capacity of any Personnel that the Customer is already paying for on a full time equivalent basis to satisfy any request by the Customer for the performance of Additional Services; and
    - (b) any response to a request for Additional Services includes a price that reflects the use of those Personnel at no additional charge.



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**Part 4                      Scope of Services – Delivery**

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**15.           Customer Facilities and Assistance****Access to the Customer's Sites, Equipment and facilities**

- 15.1        The Customer must provide access to its Sites, Equipment and facilities as set out in the Statement of Requirements.
- 15.2        The Service Provider must, if using or accessing the Customer's Sites, Equipment and facilities, comply with all reasonable directions and procedures, including documented procedures relating to work health and safety and security, in effect at those Sites or facilities:
- 15.2.1    which the Service Provider is (or ought to be) aware of; or
- 15.2.2    as Notified to the Service Provider in advance.
- 15.3        In addition to the requirements of clause 15.2, the Service Provider agrees that when accessing the Customer's Sites, Equipment or facilities, it will comply with all applicable Commonwealth, State, Customer and local government Laws, regulations and procedures relating to work health and safety.
- 15.4        Access to the Customer's Sites, Equipment or facilities may be temporarily denied or suspended by the Customer, at its sole discretion. The Customer will, following a temporary denial or suspension of access, permit a resumption of access as soon as practicable.

**Management decisions**

- 15.5        The Customer will where possible, make available, as reasonably requested by the Service Provider, any management decisions or information that are reasonably necessary for the Service Provider to perform or provide the Services.

**General**

- 15.6        Without limiting clause 15.2, the Service Provider must comply with any terms or conditions set out or referred to in this Contract, or Notified by the Customer, in relation to any provision of assistance by the Customer.

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**16.           Customer Supplied Items**

- 16.1        The Customer must provide the Service Provider, or ensure that the Service Provider is provided, with the Customer Supplied Items, as specified in the Statement of Requirements or in an Accepted Deliverable, for use by the Service Provider in the performance of the Services.
- 16.2        Nothing in this Contract affects the ownership of the Customer Supplied Items. If no longer required for the purposes of this Contract, the Customer Supplied Items must be returned to the Customer as soon as practicable unless other arrangements are agreed in writing by the parties.

16.3 The Service Provider must:

- 16.3.1 ensure that all the Customer Supplied Items are used strictly in accordance with any conditions or restrictions which are set out in the Statement of Requirements, set out in an Accepted Deliverable, or which are otherwise Notified or directed by the Customer from time to time (including to ensure that the Service Provider complies with applicable third party licensing restrictions);
- 16.3.2 not use or allow others to use the Customer Supplied Item other than for the purposes of this Contract without the prior written Approval of the Customer;
- 16.3.3 not part with possession of any the Customer Supplied Items unless the Customer has provided its written consent, nor create or allow the creation of any lien, charge or mortgage over any the Customer Supplied Item;
- 16.3.4 take all reasonable care of all the Customer Supplied Items including accounting for, preserving, installing or handling of the Customer Supplied Items;
- 16.3.5 not modify the Customer Supplied Items without the prior written Approval of the Customer, unless expressly required by this Contract;
- 16.3.6 promptly inform the party supplying the Customer Supplied Item of any Loss, destruction or damage to that the Customer Supplied Item and, if requested by the party supplying the Customer Supplied Item and to the extent that such Loss, destruction or damage has been caused by the fault of the Service Provider, as soon as practicable replace the Customer Supplied Items at no cost to the Customer;
- 16.3.7 comply with any reasonable instructions of the Customer for preserving, forwarding or disposing of any damaged Customer Supplied Items, at the Service Provider's own cost if the damage has been caused by the fault of the Service Provider; and
- 16.3.8 indemnify the Customer for any Loss or destruction of, or damage of a tangible nature caused by any act or omission of the Service Provider, to any the Customer Supplied Items.

16.4 The Service Provider acknowledges and agrees that it is responsible for ensuring that all the Customer Supplied Items:

- 16.4.1 are specified in this Contract (including being specified as the Customer Supplied Items in the Statement of Requirements or in an Accepted Deliverable);
- 16.4.2 are suitable and appropriate for use in connection with the performance of the Services; and
- 16.4.3 will allow the Services to be performed in accordance with the requirements of this Contract,

and that the Customer gives no warranty or representation about the suitability or fitness for purpose of the Customer Supplied Items or any particular use or application of them.

16.5 After a Customer Supplied Item is provided, or made available, to the Service Provider (and before any implementation and during any testing of that Customer Supplied Item), the Service Provider must:

- 16.5.1 inspect the Customer Supplied Item for any damage, defects or deficiencies in the Customer Supplied Item's compliance with its published specifications, which will

impact on, or which is likely to impact on, the intended use of the Customer Supplied Item in the performance of this Contract; and

- 16.5.2 report to the Customer on its satisfaction or dissatisfaction with the Customer Supplied Item in accordance with clause 16.5.1.
- 16.6 Unless the Service Provider reports its dissatisfaction with a Customer Supplied Item in accordance with clause 16.5.2, the Service Provider accepts responsibility for the use of the Customer Supplied Item in the performance of the Services. If the Service Provider reports any dissatisfaction in accordance with clause 16.5.2, the Customer will take reasonable steps to correct or replace the Customer Supplied Item as soon as practicable. If the Customer is unable to do so, the Service Provider may request an extension of time to provide related Services or Deliverables in accordance with clause 57.
- 16.7 If the Service Provider is unable to meet a Service Level, CSF or KPI because a Customer Supplied Item has failed to meet, or cannot meet, its published specifications, the Service Provider:
  - 16.7.1 must report this to the Customer;
  - 16.7.2 must, if directed by the Customer, manage resolution of any failure in the Customer Supplied Items; and
  - 16.7.3 may make representations to the Customer in relation to the application of the Service Levels, CSFs and KPIs, in accordance with the Statement of Requirements.
- 16.8 The Service Provider acknowledges and agrees that it will not be entitled to an extension of time under clause 57 if:
  - 16.8.1 the Service Provider failed to ensure that all items which are necessary to be provided or made available by the Customer were properly specified as the Customer Supplied Items;
  - 16.8.2 the Service Provider should have reasonably identified damage, defect or deficiency with the Customer Supplied Item; or
  - 16.8.3 the Customer Supplied Item does not integrate, perform or otherwise work in or with the Services or any Equipment used by the Service Provider to perform the Services (except where the reason for the failure is because the Customer Supplied Item has not met, or cannot meet, its published specifications).

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## **17. Quality Assurance**

- 17.1 The Service Provider must:
  - 17.1.1 ensure that it implements and maintains a quality assurance process that is consistent with best industry practice;
  - 17.1.2 provide Deliverables that have been quality assured as required by the Statement of Requirements before delivery to the Customer; and
  - 17.1.3 work with and cooperate with any quality assurance advisers appointed by the Customer from time to time, as requested by the Customer.

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**18. Standards and Codes**

18.1 The Service Provider must, in supplying the Services and the Deliverables, comply with:

- 18.1.1 ISO 9001:2015 Quality Management Systems;
- 18.1.2 AS ISO 15489: 2017 Information and documentation - Records management Concepts and principles;
- 18.1.3 AS/NZS ISO 16175.1.2012 Principles and Functional Requirements for Records in Electronic Office Environments;
- 18.1.4 any standards in the Statement of Requirements or an Approved or Accepted Deliverable;
- 18.1.5 if there are no standards specified under clause 18.1.1, any applicable Australian standards that are consistent with the requirements or this Contract; or if there are no applicable Australian standards, any applicable New Zealand standard; or if there are no applicable New Zealand standards, international standards that are consistent requirements or this Contract; and
- 18.1.6 any industry codes or best practice methodologies,

and must, if requested by the Customer provide evidence of compliance with the applicable standards. For the purposes of this clause, 'standard' has the same meaning as in the Commonwealth Procurement Rules, and any guidance issued by the Department of Finance in relation paragraphs 10.10 and 10.37 of the Commonwealth Procurement Rules.

18.2 The Service Provider must perform its obligations under this Contract in such a way that the Customer is able to participate in any necessary inspections of work in progress and testing of the Services, and is able to maintain full use of the Services for the purposes for which they are delivered, without being in breach of any work health and safety Laws.

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**19. Language and measurement**

19.1 All information delivered as part of the provision of the Services under this Contract, including all Documentary Deliverables must be written in English. Measurements of physical quantity must be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth), or if Services or Deliverables are imported, units of measurement as agreed by the Customer.



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**Part 5**            **Not Used**

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**Part 6**            **Relationships and Contract Management**

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**20.    General**

- 20.1    The parties must, at all times:
- 20.1.1    act reasonably in performing their obligations and exercising their rights under this Contract;
  - 20.1.2    diligently perform their respective obligations under this Contract; and
  - 20.1.3    without limiting any other obligation in clause 26 (Cooperation with Other Contractors), work together in a collaborative manner with each other and with other organisations involved with the delivery of the Services.

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**21.    Governance**

- 21.1    The Service Provider must comply with the Governance requirements in the Statement of Requirements or any Accepted Deliverable.
- 21.2    The Service Provider must ensure that the Service Provider Representative (or another person agreed in writing by the Customer) is reasonably available to attend meetings and answer any questions relating to the provision of the Services raised by the Customer.

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**22.    Reporting**

- 22.1    The Service Provider must provide the Customer with reports in accordance with the reporting requirements specified in the Statement of Requirements..

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**23.    Directions**

- 23.1    If the Customer reasonably considers that the Service Provider:
- 23.1.1    will not be able to meet an obligation under this Contract; or
  - 23.1.2    has failed to meet an obligation under this Contract;
- then the Customer may issue a direction to the Service Provider, including one which:
- 23.1.3    sets out the actions the Service Provider must take to meet the obligation;
  - 23.1.4    clarifies the Service Provider's obligations to co-operate with any other person; and/or

- 23.1.5 clarifies any Governance or reporting arrangements which the Customer reasonably considers necessary to facilitate the Service Provider providing the Services and meeting the requirements of this Contract.
- 23.2 The Service Provider must comply with any directions given by the Customer under clause 23.1.
- 23.3 If a direction given by the Customer under clause 23.1 is unclear (e.g. the direction could be implemented in more than one way) or may adversely affect the performance of the Service Provider's obligations under this Contract, the Service Provider must:
  - 23.3.1 consult with the Customer; and
  - 23.3.2 follow any subsequent direction by the Customer as to how the initial direction must be implemented.

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## 24. Management Adviser

- 24.1 Without limiting the Customer's rights under clause 23.1, in the circumstances described in clauses 23.1.1 or 23.1.2 the Customer may also (at its discretion and at its own cost) appoint an adviser to perform functions determined by the Customer (**Management Adviser**), which may include:
  - 24.1.1 advising the Service Provider on:
    - (a) the Service Provider's operations and corporate governance arrangements relevant to the Contract;
    - (b) the management of the Services; or
    - (c) the management of the Service Provider's Personnel;
  - 24.1.2 with the Service Provider's consent, assisting the Service Provider with the performance of this Contract; and
  - 24.1.3 providing any other advice to the Service Provider that the Customer requires.
- 24.2 The Customer must give the Service Provider notice of its intention to appoint a Management Adviser that specifies:
  - 24.2.1 the proposed period of the appointment;
  - 24.2.2 the proposed roles and responsibilities of the Management Adviser; and
  - 24.2.3 if the Customer considers it appropriate and practicable, a summary of reasons why the Customer intends to make the appointment.
- 24.3 Without limiting the Customer's discretion to appoint a Management Adviser, the Service Provider will have 14 days after receipt of notice under clause 24.2 to provide the Customer with reasons why a Management Adviser should not be appointed.
- 24.4 Upon appointment of a Management Adviser, the Customer must inform the Service Provider of the scope of the appointment and its duration.
- 24.5 The Service Provider agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Contract.

- 24.6 A Management Adviser that provides a report to the Customer:
- 24.6.1 does so independently of the Service Provider; and
  - 24.6.2 does not reduce the Service Provider's reporting obligations under this Contract.
- 24.7 A Management Adviser is not the Service Provider's Personnel, nor an agent or Personnel of the Customer, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Service Provider's governing board. A Management Adviser cannot enter into agreements or incur debts for or on behalf of the Customer or the Service Provider.
- 24.8 For clarity:
- 24.8.1 the Service Provider is not relieved of its obligations or liability (whether under this Contract or at Law) because it complies with a recommendation by the Management Adviser; and
  - 24.8.2 the Service Provider remains responsible for the performance of the Services in accordance with this Contract including where parts of the Services are performed by the Management Adviser.

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## 25. Limitation of Relationship

- 25.1 The Service Provider must not represent itself, and must ensure that its Personnel do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.
- 25.2 This Contract does not create any relationship of employment, agency or partnership between the parties.

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## 26. Cooperation with Other Third Parties

- 26.1 The Service Provider must, at no additional cost to the Customer, cooperate with:
- 26.1.1 Other Service Providers identified in this Contract or otherwise nominated by the Customer from time to time; and
  - 26.1.2 other Users or third party entities who may use the Services, the Sites from which the Services are provided, or infrastructure used to provide the Services,
- (together the "**Other Third Parties**"). Without limiting this obligation, the Service Provider must comply with any specific cooperation obligations set out in the Statement of Requirements.
- 26.2 The Service Provider must respond to requests for information, assistance or support from the Other Third Parties, as requested by the Customer, on the terms of this Contract.

- 26.3 Where this Contract permits the Customer to perform or retain a third party to perform any services that form part of or are related to the Services, the Service Provider must cooperate with the Customer or the third party to ensure that all services (including the Services) are able to be carried out in a co-ordinated, effective and timely manner, including by:
- 26.3.1 providing access to all necessary Equipment, Products, Documents, Service Provider Personnel, accommodation and facilities, subject to the Service Provider's reasonable intellectual property, confidentiality and security requirements and procedures as specified in this Contract;
  - 26.3.2 providing any information which a person with reasonable technical and commercial skills and expertise would find reasonably necessary for the Customer or the third party to perform the relevant services;
  - 26.3.3 providing any assistance to the Customer or the third party as required to:
    - (a) connect or interface any Equipment or Product; or
    - (b) make any Equipment, Product or the output of any Services compatible with Equipment, Products or the Services; and
  - 26.3.4 agreeing on procedures with the Customer and other third parties for the division of responsibilities in relation to services and functions that may overlap between the Service Provider and those other third parties.

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## **27. Service Provider and its Personnel Obligations**

### **Overview**

- 27.1 The Service Provider must utilise such Personnel as are necessary to enable it to fulfil its obligations under this Contract. The Service Provider must actively manage the performance of Service Provider Personnel at all times.

### **Service Provider obligations**

- 27.2 The Service Provider must:
- 27.2.1 provide, or procure the provision of, such information as can be Lawfully provided and which is reasonably requested by the Customer concerning the Service Provider Personnel it is using or proposes to use in performing its obligations under this Contract;
  - 27.2.2 provide suitable replacement Service Provider Personnel should the Customer deny access to or request removal of any Service Provider Personnel;
  - 27.2.3 ensure Service Provider Personnel are aware of all requirements under this Contract that relate to their duties in respect of the provision of Services, and take all reasonable action to ensure that Service Provider Personnel strictly comply with those requirements;
  - 27.2.4 if the Customer requires, ensure that each person engaged in the provision of the Services executes a deed of confidentiality in a form acceptable to the Customer (including with respect to not accessing or otherwise safeguarding Personal Information as applicable), and provide those executed deeds to the Customer in accordance with any requirements that the Customer notifies;



- 27.2.5 perform on-going checks of the Service Provider Personnel during the period of their employment or engagement;
- 27.2.6 report unauthorised access to Customer Data by Service Provider Personnel and third parties;
- 27.2.7 Notify the Customer of any incident that may affect or has affected the Services or any Deliverables to enable the Customer to assess and manage the associated impact; and
- 27.2.8 not embarrass the Customer or otherwise bring the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or the proper performance of its duties, regardless of whether or not such act or omission is related to the Service Provider's obligations under this Contract.

#### **Personnel obligations**

- 27.3 The Service Provider must ensure that its Personnel involved in performing the Services:
  - 27.3.1 have the requisite skills, qualifications and experience for the tasks they are given;
  - 27.3.2 behave with integrity, in an ethical manner and do not breach the terms and conditions of this Contract including, without limitation, those relating to confidentiality, privacy, security and safety;
  - 27.3.3 comply with the Customer's directions in accordance with clause 21;
  - 27.3.4 when on the Customer's Sites or when accessing the Customer's facilities and information, comply as necessary with the reasonable requirements and directions of the Customer with regard to conduct, behaviour, safety and security (including submitting to security checks as required and complying with any obligation imposed on the Customer by Law);
  - 27.3.5 do not embarrass the Customer or otherwise bring the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or the proper performance of its duties, regardless of whether or not such act or omission is related to the Service Provider's obligations under this Contract; and
  - 27.3.6 do not represent in any way that they are employees of the Customer.

#### **Key Personnel**

- 27.4 Where a Key Person is specified in the Statement of Requirements as being responsible for the performance of key roles or tasks under this Contract, the Service Provider must:
  - 27.4.1 provide those individuals to perform those roles or tasks;
  - 27.4.2 ensure the Key Person that it uses for the role or tasks has the necessary education, training, qualifications and skills to fulfil that role or those tasks; and
  - 27.4.3 ensure the Key Person complies with the obligations of this Contract.
- 27.5 If a person specified as a Key Person is unavailable at any time, the Service Provider must promptly advise the Customer and propose a substitute. The substitute provided must also have the necessary education, training, qualifications and skills to fulfil those tasks.

- 27.6 Any substitute Key Person must be approved by the Customer. The Customer may not unreasonably withhold its approval of a substitute but it may give its approval subject to such conditions as it reasonably considers necessary to protect its interests under this Contract.
- 27.7 The unavailability of a Key Person during the substitution process will not limit the Service Provider's obligations to provide the Services under this Contract.

**Personnel payments**

- 27.8 The Service Provider is responsible for all wages, salaries and other payments to Service Provider Personnel and must fully comply with all relevant Laws and other Customer requirements in relation to Service Provider Personnel including labour and industrial relations Laws, awards and agreements, and those relating to working conditions, salary, wages, the payment of any relevant tax, superannuation, 'pay as you go' or other income tax remissions and any other amounts, remissions, or allowances. Upon request, the Service Provider must demonstrate that it has complied with these obligations.
- 27.9 The Service Provider must undertake all necessary recruitment, training, security clearance preparation and other functions as necessary, to ensure its Personnel have the requisite skills, experience and qualifications for the Service Provider to meet the requirements of this Contract.

**Right to replace Personnel**

- 27.10 The Customer may, at any time and in its discretion, give the Service Provider a Notice in writing directing the Service Provider to remove any Service Provider Personnel (including Key Personnel) from work in respect of the Services.
- 27.11 If the Customer gives the Service Provider a Notice under clause 27.10, the Service Provider must, within the time specified in the notice:
- 27.11.1 remove the Personnel from work in respect of the Services; and
- 27.11.2 nominate, at the earliest opportunity, a suitable replacement for the Customer's consideration if the Personnel removed were Key Personnel.
- 27.12 If the Customer is satisfied that a person nominated by the Service Provider under clause 27.11.2 is a suitable replacement for the relevant Key Personnel, the Customer must Notify the Service Provider that the nomination has been Approved.
- 27.13 If the Customer is not satisfied that a person nominated by the Service Provider under clause 27.11.2 is a suitable replacement for the relevant Key Personnel, the Customer must Notify the Service Provider in writing, which need not include any reasons, that the nomination has not been Approved.
- 27.14 If the Service Provider receives a notice under clause 27.13, the Service Provider must, at the Customer's request, nominate a further replacement person for the Customer's consideration. The provisions of clause 27.12 or 27.13 will apply (as applicable) with respect to that further nomination.
- 27.15 Any requirement to remove or replace any Personnel under this clause, and the Service Provider's inability to find a suitable replacement person, will not be taken to be an event beyond the reasonable control of the Service Provider for the purposes of any performance relief.
- 27.16 If the Service Provider is unable to provide acceptable replacement Key Personnel, the Customer may terminate this Contract in accordance with the provisions of clause 62.

- 27.17 The Customer is not obliged to pay Charges for any Contractor Personnel who the Customer has requested be removed after the date the request was made.

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**28. Subcontractors**

- 28.1 The Service Provider must:
- 28.1.1 not subcontract any aspect of the performance of this Contract without the prior written Approval of the Customer, which will not be unreasonably withheld;
  - 28.1.2 not subcontract on terms that would permit the Subcontractor to do or omit to do something that would, if done or omitted to be done by the Service Provider, constitute a breach of this Contract;
  - 28.1.3 not subcontract with an entity that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount;
  - 28.1.4 not subcontract with an entity that is, or which has one or more employees that are, or which is a member of an entity that is an Inappropriate Person;
  - 28.1.5 comply with its obligations in respect of Subcontractors set out in Schedule 8; and
  - 28.1.6 ensure that any Subcontractor Approved under this Contract complies with the terms of this Contract that are applicable to the subcontracted services, including:
    - (a) clause 51 (Confidentiality);
    - (b) clause 52 (Privacy);
    - (c) clause 54 (Security);
    - (d) clause 63 (Transition Out);
    - (e) clause 64 (Knowledge transfer);
    - (f) clause 29 (Conflict of Interest); and
    - (g) clause 10 in Schedule 8 (Audit and Access).
- 28.2 The Service Provider must structure its arrangements with its Subcontractors of services associated with the Services (including for any Software, Software Services, support contracts or Equipment leases) so that:
- 28.2.1 the subcontracts with those Subcontractors permit novation or transfer of the relevant services to the Customer (or another provider nominated by the Customer) in the form reasonably required by the Customer following removal of the relevant Services from, or termination or expiry of, this Contract;
  - 28.2.2 no novation or transfer fee is payable on novation or transfer of the subcontract to the Customer on removal of Services or termination or expiry of this Contract;
  - 28.2.3 the ongoing fees under those arrangements payable by the Customer after any removal of the Services from, or termination or expiry of, this Contract are consistent with, and no higher than, the fees payable by the Service Provider prior to removal of the Services or termination or expiry; and

- 28.2.4 any non-disclosure clause contained in those arrangements does not prevent disclosure of the details of the transaction to the Customer.
- 28.3 The Service Provider must provide information as requested by the Customer about its subcontracts. This information may include the details of Subcontractors engaged to provide products or services under this Contract. The Service Provider acknowledges that the Customer may be required to publicly disclose such information and the Service Provider must inform Subcontractors engaged to provide products or services under this Contract that their details may be publicly disclosed.
- 28.4 The Service Provider must provide the Customer with a copy of the subcontract between the Service Provider and a Subcontractor within 5 Business Days of receiving a request from the Customer to provide the subcontract.
- 28.5 For clarity, where any part of the Services is directly or indirectly provided to the Customer by a Subcontractor:
- 28.5.1 the Service Provider is and remains fully responsible in accordance with this Contract for providing those Services and maintaining the Service Levels, CSFs and KPIs with respect to those Services, regardless of the legal relationship (if any) between the Customer and the Subcontractor;
- 28.5.2 any Approval of a Subcontractor by the Customer does not in any way relieve the Service Provider of any its obligations or responsibilities under this Contract;
- 28.5.3 the rights and remedies of the Customer under this Contract against the Service Provider for any default in the Service Provider's obligations under this Contract are not affected or in any way diminished by any such legal relationship between the Customer and the Subcontractor; and
- 28.5.4 the Service Provider will manage the delivery of Services by the Subcontractor as if it were the Service Provider. In particular, the Service Provider will maintain full responsibility for managing procurement, billing, fault management, Service Requests, Intellectual Property Rights issues, privacy and confidentiality issues, Service Level, CSF and KPI attainment and defaults.
- 28.6 Clause 28.5 is in addition to, and does not waive, the Customer's right to seek any other remedy under this Contract, at Law, or in equity.

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## **29. Conflict of Interest**

### **Warranty that there is no Conflict of Interest**

- 29.1 The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no Conflict of Interest (either perceived or actual) exists or is likely to arise in the performance of its obligations under this Contract. A 'Conflict of Interest' for the purposes of this clause 29, is defined as including:
- 29.1.1 the Service Provider accepting benefits or bribes from a third party or providing benefits or bribes to Personnel of the Customer in respect of this Contract, including for the purposes of influencing the Customer to enter into this Contract with the Service Provider or a third party; or
- 29.1.2 unauthorised distribution of the Customer's Confidential Information by the Service Provider for the purposes of the Service Provider gaining financial benefit from a third party.



**Notification of a Conflict of Interest**

- 29.2 If, during the performance of this Contract, a Conflict of Interest (either perceived or actual) arises, or appears likely to arise, the Service Provider must:
- 29.2.1 Notify the Customer Representative immediately in writing;
  - 29.2.2 make full disclosure of all relevant information relating to the conflict; and
  - 29.2.3 take such steps as the Customer requires to resolve or otherwise deal with the conflict.

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**30. Consents and Approvals**

- 30.1 The Service Provider is responsible for obtaining any consents or approvals from third parties (including Subcontractors and Other Contractors) which are required in connection with the provision of the Services.

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**31. Representatives**

- 31.1 In addition to the arrangements in the Statement of Requirements, this clause sets out the contacts that the parties will use for the day-to-day administration of this Contract.
- 31.2 The Service Provider and the Customer must each appoint a representative with the authority to represent it and to:
- 31.2.1 give and receive Notices under this Contract;
  - 31.2.2 exercise rights, and in the case of the Customer give Approvals or Acceptances, under this Contract; and
  - 31.2.3 conduct the day-to-day administration of this Contract.
- 31.3 A party must Notify the other party of a change to its Representative or its Representative's contact details, including address for Notices.
- 31.4 The Service Provider Representative is responsible for the administration of this Contract on behalf of the Service Provider and is the only representative authorised to agree to changes to this Contract on behalf of the Service Provider.
- 31.5 The Customer Representative is responsible for administration of this Contract on behalf of the Customer and is the only representative authorised to agree to changes to this Contract on behalf of the Customer.
- 31.6 The Customer Representative and the Service Provider Representative must meet and communicate as required by the Customer or as specified in the Statement of Requirements. The Service Provider must provide progress reports as specified in the Statement of Requirements.
- 31.7 The Customer Representative and Service Provider Representative may each delegate their functions, or authorise that their functions be carried out on their behalf, and will Notify the other party of any such delegation or authorisation.

- 31.8 Any oral directions given by a party that, in the other party's opinion will impact scope, costs, timing or resources relevant to this Contract, must be confirmed by Notice within a reasonable period.

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## **32. Variations to this Contract**

- 32.1 Variations to this Contract will be dealt with as follows:
- 32.1.1 either party may request a variation by providing a draft Variation Proposal to the other party setting out the proposed variations;
  - 32.1.2 within 10 Business Days of receipt of the draft Variation Proposal or within another period agreed by the parties, the parties must meet to consider the draft Variation Proposal. At the meeting, the Service Provider must advise and discuss as required the impact the variations will have on:
    - (a) the Charges;
    - (b) the Services;
    - (c) the Service Provider's ability to perform its obligations under this Contract; and
    - (d) this Contract;
  - 32.1.3 at the meeting of the parties, or within a period after that meeting that is agreed by the parties, each party must Notify the other party whether it accepts or rejects the draft Variation Proposal (based on the stated impact of the variations); and
  - 32.1.4 if all parties accept the draft Variation Proposal, the parties must execute the Variation Proposal.
- 32.2 Any changes to the Charges associated with a variation to this Contract must:
- 32.2.1 not exceed any reasonable additional cost and the Service Provider must substantiate any proposed additional resource costs; and
  - 32.2.2 take fully into account any reduction in the cost of provision of the Services from efficiency improvements, increased volume or otherwise.
- 32.3 Any variation to this Contract takes effect from the date on which the parties execute a Variation Proposal or as otherwise agreed by the parties.
- 32.4 The parties must comply with any other change of control obligations (including in respect of roles, responsibilities and change logging) as set out in the Statement of Requirements.

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## **33. Contract Review**

- 33.1 The parties will, at least annually, comprehensively review the operation of this Contract, including for compliance by the Service Provider with the obligations specified in this Contract.
- 33.2 The annual review of the Service Provider's obligations referred to in clause 33.1 includes review of the Service Provider's reporting obligations in accordance with clause 22.
- 33.3 The Service Provider must comply with any reasonable obligations for review specified by Notice from the Customer.

- 33.4 In addition, if a review reveals that the Service Provider has not met any timing obligations under this Contract for the supply of Deliverables, the Customer may direct the Service Provider to deliver those Deliverables within a period reasonably specified in that direction.
- 33.5 Each party must bear its own costs of any review conducted under this clause 33.

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**Part 7                      Payments and Performance**

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**34.            Charges, Payment and Invoicing****Charges and Payment**

- 34.1            Subject to the Contract, and the satisfactory performance of the Services:
- 34.1.1        the Customer must pay the Charges set out in Schedule 3 (Charges and Payments) to the Service Provider; and
  - 34.1.2        the Customer will pay the Charges within 20 Business Days of receiving a Correctly Rendered Invoice from the Service Provider.
- 34.2            For clarity and consistent with clause 34.1, the Customer is not obliged to pay any invoice for Services which were not performed satisfactorily or in accordance with this Contract.
- 34.3            The Service Provider acknowledges and agrees that the Charges set out in Schedule 3 (Charges and Payments) fully compensate the Service Provider for all effort, input, equipment and services required for the provision of the Services.
- 34.4            The Charges are the only costs payable by the Customer for provision of the Services. The Customer is not required to pay any other amounts, including in respect of any cost variables (including for changes in data storage costs or in relation to any third party fees, costs or charges), or any other costs or amounts in connection with this Contract (irrespective of whether those costs or amounts are set out in, or referred to as part of, this Contract, or are otherwise made known to the Customer).
- 34.5            The parties agree that payments may be effected by electronic transfer of funds.
- 34.6            If the Customer disputes an invoice or an amount payable pursuant to an invoice:
- 34.6.1        the Customer will promptly Notify the Service Provider of the details and nature of the disputed portion;
  - 34.6.2        the Customer may withhold the disputed portion pending resolution of the dispute but will pay the undisputed portion;
  - 34.6.3        if required by the Customer, the Service Provider must cancel the original invoice and issue a new Correctly Rendered Invoice for the undisputed portion, and the Customer will pay the new invoice within the period specified in clause 34.1.2; and



34.6.4 the provisions of clause 61 (Dispute Resolution) will apply in relation to the disputed portion. If that Issue resolution process results in a determination that the Customer should pay the disputed portion, the Service Provider may issue a new Correctly Rendered Invoice for that amount and the Customer must pay that invoice in accordance with clause 34.1.

34.7 The Service Provider must not Charge the Customer for any Services that are cancelled prior to performance, except where the Statement of Requirements expressly provides that a cancellation fee is payable.

**Timeframe for providing invoices**

34.8 Where Schedule 3 (Charges and Payments) requires Charges for Services to be invoiced on a monthly or annually in arrears basis, the Customer is not obliged to pay the amount specified in any invoice for those Services where the invoice is provided 3 or more months after:

34.8.1 for a monthly invoice, the date those Services were performed; and

34.8.2 for an annual invoice, 3 or more months after the expiration of the annual period of the invoice.

**Requirements for invoices**

34.9 An invoice is a Correctly Rendered Invoice if it :

34.9.1 is correctly addressed and calculated in accordance with this Contract;

34.9.2 relates only to Services that have been delivered to the Customer in accordance with this Contract; and

34.9.3 is a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

34.9.4 includes the items set out in clause 34.10.

34.10 The Service Provider must ensure that its invoices include:

34.10.1 the date of the invoice;

34.10.2 the name or title of the Customer Representative;

34.10.3 the details of the Charges claimed for that invoice including:

(a) the total Charges excluding GST;

(b) the GST payable on the total Charges;

(c) the total Charges including GST; and

34.10.4 if applicable, the relevant dates and periods to which the invoice relates;

34.10.5 expenses and costs payable, attaching original receipts (if required by the Customer);

34.10.6 written certification in a form acceptable to the Customer that the Service Provider has paid all remuneration, wages, entitlements, charges, or other amounts payable to an employee, agent or Subcontractor performing Services under this Contract

including under any industrial instrument (as that term is defined by the *Corporations Act 2001* (Cth));

- 34.10.7 the Service Provider's ABN;
- 34.10.8 the reference number for this Contract;
- 34.10.9 the title of the Services; and
- 34.10.10 details of cumulative Charges correctly invoiced and paid in the financial year in which the invoice is rendered (but not including that invoice).
- 34.11 The Service Provider must provide Correctly Rendered Invoices to the Customer for all amounts payable by the Customer under this Contract.
- 34.12 The Service Provider must:
  - 34.12.1 provide separate invoices for Charges payable in respect of Services provided to the Customer and to the Federal Court, Family Court and Federal Circuit Court; and
  - 34.12.2 if required by the Customer, provide a consolidated invoice for some or all of the Services provided to some or all Users (for example, the Customer may require the Service Provider to provide a consolidated invoice for AV Support Services provided to all Users).
- 34.13 The Customer is not required to pay any amount which is not invoiced in accordance with this Contract.
- 34.14 If the Charge for a Service varies depending on the timeframe for providing that Service (e.g. a higher Charge is payable for Transcript ordered with a shorter turnaround time), invoices must be based the actual time taken to provide the Service, not the ordered time. For example, if the Customer orders a Transcript for next day delivery, and the Transcript is actually delivered in two days, the invoice must reflect the Charges for a two day turnaround.

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## **35. Cost Investigation**

- 35.1 Without limiting clause 10 of Schedule 8, for the purposes of any or all of the following:
  - 35.1.1 substantiating whether the Charges payable or paid by the Customer are accurate;
  - 35.1.2 gathering such information as required to confirm the Charges payable or paid by the Customer are accurate (including the basis for the calculation of the Charges such as the unit resources consumed in any period); and
  - 35.1.3 establishing that the Services are being met,the Customer may, at its discretion, conduct a cost investigation in relation to the Charges by its cost investigation Personnel or the Customer's nominee at any time as the Customer elects.
- 35.2 On request by the Customer, the Service Provider must facilitate any cost investigation conducted under clause 35.1.
- 35.3 The Service Provider must, for the purpose of clause 35.1 and on request by the Customer:
  - 35.3.1 allow access for the Customer cost investigation Personnel or the Customer's nominee to the Service Provider's premises, financial systems and information; and

- 35.3.2 provide detailed information in response to any requests from the Customer in connection with the cost investigation, including information which will allow a breakdown of the Service Provider's Charges and supporting information.

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**36. Performance and Remedies**

- 36.1 The Service Provider acknowledges the importance of ensuring the Services provided fully meet the requirements of this Contract, and agrees that it is reasonable that the Customer has a range of remedies available to it to deal with any non-compliances. The Customer agrees to act reasonably in exercising its remedies under this Contract, but this obligation does not limit the Customer's ability to exercise its rights as needed to ensure the Customer can meet its obligations to other Users and Stakeholders.
- 36.2 The Service Provider acknowledges that, if it fails to perform the Services in accordance with this Contract, the Customer may (without limiting any other right or remedy under this Contract or at Law):
- 36.2.1 direct the Service Provider to remedy the non-compliance within a specified time in accordance with clause 23;
  - 36.2.2 direct the Service Provider to re-perform the Services in a specific manner in accordance with clause 23, for example to reproduce a Transcript that does not accurately reflect the underlying Recording;
  - 36.2.3 appoint a Management Adviser in accordance with clause 24.1 to 24.8;
  - 36.2.4 use the Governance arrangements applicable to this Contract to seek a prompt resolution of the failure. The Service Provider must promptly respond and participate in such arrangements as requested by the Customer, including to escalate the issue to senior Personnel for urgent attention;
  - 36.2.5 dispute an invoice provided for those Services or decline to pay any Charges for those Services in accordance with clause 34;
  - 36.2.6 for Transcription Services, apply a reduced Charge in accordance with clause 40;
  - 36.2.7 apply liquidated damages in accordance with clause 41, for a failure to achieve a Milestone in respect of which liquidated damages apply;
  - 36.2.8 where the Service Provider fails to achieve a Service Level, , CSFs and KPIs adjust the Charges to reflect the application of Service Credits in accordance with clause 38 and the Statement of Requirements;
  - 36.2.9 require the Service Provider to re-perform the Services in accordance with clause 39;
  - 36.2.10 exercise its rights in clause 39.5 to obtain the Services or remediation services from an alternative provider, and deduct the cost of those services from any Charges payable to the Service Provider under this Contract; or
  - 36.2.11 terminate or reduce the scope of the Services in accordance with clause 62.
- 36.3 The Service Provider must comply with the Customer's exercise of any of the rights referred to in this clause, in accordance with this Contract.
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**37. Reduction in Charges and Set Off**

- 37.1 If at any time prior to the delivery and Acceptance or Approval of any Service required to be provided under this Contract, the Charges for that Service are reduced (whether generally to the market place or for other similar customers), the Charges for that Service will be deemed to be reduced to the same extent.
- 37.2 If an invoice is found to have been rendered incorrectly after payment, any overpayment will be a debt due to the Customer under this Contract. Any such overpayment, Service Credit or other discount or refund due to the Customer, without limiting any other right or remedy of the Customer, may be offset against any amount subsequently due by the Customer to the Service Provider under this Contract.

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**38. Performance Management**

- 38.1 The Service Provider acknowledges and agrees that:
- 38.1.1 the Customer has relied on the Service Provider's representations, as reflected in this Contract, and on the Service Provider's ability to:
- (a) meet each Milestone or other date specified for the performance of the Services;
  - (b) comply in full with the quality, architectural, functional and performance requirements for the Services; and
  - (c) meet the performance management framework specified in this Contract (including the Service Levels, CSFs and KPIs or other performance standards described in this Contract); and
- 38.1.2 the Customer's value for money assessment of the Service Provider's representations depends on the Service Provider complying in full with this Contract.
- 38.2 The parties agree that the Charges will be adjusted to reflect the application of Service Credits in accordance with the performance management framework specified the Statement of Requirements and Schedule 3 (Charges and Payments).
- 38.3 The parties will comply with the details in the performance management framework specified in the Statement of Requirements and Schedule 3 (Charges and Payments) including in relation to measuring and reporting on the Service Provider's performance under this Contract.

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**39. Performance and Re-performance**

- 39.1 Not used
- 39.2 If any Services have not been performed in accordance with this Contract, the Customer may (within a reasonable time of the Services being performed) issue a direction:
- 39.2.1 requiring the Service Provider to perform or re-perform (as the case may be) the Services;
- 39.2.2 requiring the Service Provider to take all steps reasonably necessary to:
- (a) mitigate the effect on the Customer of the failure to perform the Services in accordance with the Contract; and
  - (b) put the Customer (as closely as possible) in the position in which it would



have been if the Contract had performed the Services in accordance with this Contract; and

- 39.2.3 stating the reasonable time within which the Service Provider must commence and complete (as the case may be):
  - (a) performance or re-performance of the Services under clause 39.2.1;
  - (b) the mitigating steps under clause 39.2.2(a).
- 39.3 The Service Provider must comply with a direction under clause 39.2.
- 39.4 The Service Provider will be responsible for all of the Service Provider's costs involved in complying with a direction under clause 39.2.
- 39.5 Without limiting clause 39.2, if any Services have not been performed in accordance with this Contract, the Customer may engage a third party to provide those Services or to remediate the Services.
- 39.6 If the Customer exercises its rights under clause 39.5, then:
  - 39.6.1 the Customer must give the Service Provider Notice as soon as reasonably practicable;
  - 39.6.2 the Service Provider must provide all reasonable assistance to the Customer or its nominee for the provision of the Services;
  - 39.6.3 the Customer will be entitled to withhold from the Charges an amount equal to the third party's reasonable costs to provide the Services; and
  - 39.6.4 if the reasonable costs withheld under clause 39.6.3 exceed the Charges, the Customer may recover the difference from the Service Provider as a debt due and payable to the Customer.
- 39.7 Nothing in this clause affects or limits:
  - 39.7.1 the Service Provider's obligations to continue performing the Contract;
  - 39.7.2 the Customer's rights or remedies under this Contract or at Law; or
  - 39.7.3 any other part of this Contract.

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#### **40. Reductions in Charges - Service Credits**

- 40.1 The Service Provider acknowledges that:
  - 40.1.1 its failure to meet a Service Level, CSF or KPI may have a materially adverse impact on the business and operations of the Customer;

40.1.2 Service Credits:

- (a) represent a reduction in Charges to reflect the provision by the Service Provider of a lower level of Service than is required of it under this Contract; or
- (b) are a reasonable pre-estimate of the Loss likely to be suffered by the Customer as a result of the Service Provider's actions,

and whether or not they are a reasonable pre-estimate of the Loss, constitute an agreed amount by which the Charges may be reduced in accordance with this Contract.

40.2 Where Service Credits apply then, subject to the process clause 38 (Performance Management):

40.2.1 the Service Provider must adjust the next invoice, or pay to the Customer on demand, any Service Credit that corresponds to the failure to meet that Service Level, CSF or KPI; or

40.2.2 the Customer may set-off any Service Credit that corresponds to the failure to meet that Service Level, CSF or KPI from Charges payable to the Service Provider.

40.3 the Customer's rights under clauses 40.1 and 40.2 are in addition to, and do not waive, the Customer's right to seek any other remedy under this Contract, at Law, or in equity.

40.4 To avoid any doubt, where clause 40.1 applies, the Customer may exercise any right it has under a financial undertaking or performance guarantee provided under this Contract.

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**41. Not Used**

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**42. Taxes**

- 42.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Contract (subject to clause 43) must be met by the Service Provider and are included in the Charges. If any government or authority imposes a duty, tax (other than income tax), levy, or fee in respect of the Services provided under this Contract, or a rate of tax change, that is not otherwise provided for in the amount payable, the Service Provider may propose an amendment to this Contract (in accordance with clause 32) to adjust the Charges to take into account that change, but any amendment is subject to the prior written agreement of the Customer Representative.

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**43. GST****Interpretation**

- 43.1 In this clause 43, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

**GST gross up**

- 43.2 If a party (Supplier) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (Recipient) must pay to the Supplier, an additional amount equal to the GST payable on the supply (GST Amount).
- 43.3 Clause 43.2 does not apply if the amount payable for the supply is expressed as 'GST inclusive'.

**Reimbursements**

- 43.4 If a party must reimburse or indemnify another party for a Loss, cost, or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the Loss, cost or expense, and then increased in accordance with clause 43.2.

**Exclusion of GST from calculations**

- 43.5 If a payment is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment will be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of GST.

**Adjustments**

- 43.6 If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 43.2, such that a further amount of GST is payable in relation to the supply or a refund or credit of GST in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 43.6 is deemed to be a payment, credit or refund of the GST Amount payable under clause 43.2.
- 43.7 If an adjustment event referred to under clause 43.2 occurs in relation to a supply, the Supplier must give an adjustment note to the Recipient in relation to that supply within ten Business Days after becoming aware of the adjustment.

**Tax invoice**

- 43.8 A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a tax invoice for the supply to which the payment relates.

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**44. Competitive Pricing**

- 44.1 The Service Provider must ensure that the Charges are not, during the Term, higher than the prices it charges to any other Entity for supplying services substantially similar to the Services and in substantially similar circumstances (**Similar Services**).
- 44.2 If the Service Provider does charge lower prices to any Entity for any Similar Services:
- 44.2.1 the Service Provider must assist the Customer for a 3 month period to determine the causes of the uncompetitive pricing; and
  - 44.2.2 on and from the conclusion of the 3 month period, the Service Provider must lower the Charges to match the prices of the Similar Services.
- 44.3 The Service Provider must charge the lower Charges referred to in clause 44.2 even if a dispute has arisen between the Parties about the reduced Charges until (at least) the dispute is resolved in accordance with this Contract.
- 44.4 The Service Provider must actively investigate the use and application of new technology and innovation to achieve cost efficiencies, while maintaining quality of Service delivery, for the Customer. For clarity, cost efficiencies achieved by the Service Provider and passed on to the Customer will be considered as a factor in determining whether or not to extend this Contract beyond the Initial Term.
- 44.5 Within 30 days after each anniversary of the Commencement Date, the Service Provider must certify in writing to the Customer that the Service Provider has complied with this clause 44 during that previous year, and must provide the information reasonably requested by the Customer to verify that compliance. The Customer acknowledges that confidentiality obligations may apply to the information referred to in this clause 44.5. The Service Provider acknowledges and agrees that it will not withhold or otherwise prevent the release of any third party information if the third party consents to the release to the Customer of that information.
- 44.6 The Parties acknowledge and agree that the provision of the Services allows the Service Provider to meet the Objectives and consequently, the requirement for the Service Provider to meet the Objectives does not:
- 44.6.1 prevent a service from being a Similar Service; or
  - 44.6.2 constitute a unique requirement of the Customer.



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**Part 8 Intellectual Property**

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**45. Intellectual Property Rights – General**

- 45.1 The Service Provider acknowledges and agrees that this Part is intended to operate to ensure that (both during the Term and following the expiration or termination of this Contract) the Customer and other Users have all Intellectual Property Rights required to receive the full benefit of the Services and ensure continuity of services that are the same as or similar to the Services.

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**46. Intellectual Property Rights – New Material including Transcripts and Recordings****New Material - General**

- 46.1 Ownership of Intellectual Property Rights in New Material is vested in the Commonwealth of Australia, as represented by the Customer, from the date of creation.
- 46.2 If requested by the Customer, the Service Provider must bring into existence, sign, execute or otherwise deal with any document that may be necessary to give effect to clause 46.1.

**Licence to New Material**

- 46.3 To the extent that the Service Provider needs to use any of the New Material to perform its obligations under this Contract the Customer grants to the Service Provider a revocable, royalty free, non-exclusive, non-transferable licence to use, reproduce, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 46.4 The licence granted under clause 46.3:
- 46.4.1 includes the right to permit the Service Provider's Personnel to use the Material for the purpose of providing the Services; and
  - 46.4.2 is subject to any limitations, conditions or restrictions set out in this Contract or otherwise advised by the Customer from time to time (which may include limitations imposed by a third party owner of that Material).
- 46.5 The licence granted under clause 46.3 above does not apply to Intellectual Property Rights in Transcripts and Recordings, which are addressed in clauses 46.9 to 46.16 below.

**Licence to Customer Material**

- 46.6 Nothing in this Contract is intended to affect the ownership of any Customer Material.
- 46.7 To the extent that the Service Provider needs to use any of the Customer Material to perform its obligations under this Contract the Customer grants to (or will procure for) the Service Provider a licence to use the Customer Material that is consistent with the licence to New Material provided under clauses 46.3 to 46.5 above.

**Termination or expiry**

- 46.8 The licence granted under clause 46.3 expires, and the Service Provider must return the Customer Material and New Material to the Customer (or to a third party nominated by the Customer), on the earlier of:
- 46.8.1 in respect of a particular item of Material, the date that the item ceases to be required for the performance of the Services; or
- 46.8.2 the last calendar day of the Transition Period.

**New Material – Transcripts and Recordings**

- 46.9 The Service Provider acknowledges that copyright in the Transcripts and Recordings or any part of the Transcripts and Recordings is and remains the property of the Customer.
- 46.10 Subject to clause 46.11, the Customer grants to the Service Provider during the Term, for the performance of the Services, a non-transferable, royalty free licence to the copyright in the Transcripts and Recordings to:
- 46.10.1 use, access and maintain the Transcripts and Recordings; and
- 46.10.2 reproduce and sell the Transcripts, subject to the terms of the Statement of Requirements to the extent that it addresses the reproduction or sale of the Transcripts.
- 46.11 The Customer may, at its discretion and with immediate effect by giving the Service Provider Notice, vary the licence granted under clause 46.10. However, the Customer acknowledges that the Charges have been proposed based on the terms of the licence set out in this clause 46 at the Commencement Date. Accordingly, if:
- 46.11.1 the Customer varies the licence granted under clause 46.10;
- 46.11.2 that change affects the basis on which the Charges have been calculated in a way that is material in the context of this Contract; and
- 46.11.3 the Service Provider provides all substantiating documentation and information reasonably required by the Customer;
- then the Customer and the Service Provider agree to negotiate in good faith to identify an appropriate variation to the Charges (and the agreed variation will be documented in accordance with clause 32).
- 46.12 Subject to this Contract, if the Statement of Requirements identifies a Site as one where the Service Provider is the exclusive provider of the Services then the licence granted to the Service Provider under clause 46.10.2 in relation to Transcripts and Recordings undertaken at that Site is exclusive. Otherwise, the licence in clause 46.10.2 is non-exclusive.
- 46.13 In addition, the Service Provider's rights to reproduce and sell the Transcripts under clause 46.10.2 do not apply in the case of Transcripts that:
- 46.13.1 the Customer, FCA, FCoA or FCC orders or directs are made available (with or

without charge and subject to any conditions or requirement as may be imposed by the Customer, FCA, FCoA or FCC) to impecunious litigants or their representatives; or

46.13.2 are provided:

- (a) by the Customer or any other Court for which the Services are provided; and
- (b) other than on a commercial basis, for a public interest purpose such as research, study, analysis, peer review, professional or other education, development, discourse, commentary or writing of any nature.

46.14 For clarity, and subject to clause 46.11 and 46.13, the exclusive licence granted to the Service Provider under clause 46.12 entitles the Service Provider to enforce copyright in the Transcripts against third parties, in the manner prescribed by Part V, Division 3 of the *Copyright Act 1968* (Cth).

46.15 In relation to the exercise of its rights under clause 46.14 to enforce copyright against infringing third parties, the Service Provider must:

- 46.15.1 promptly advise the Customer of any legal proceedings or any threatened legal proceedings which may involve the Transcripts;
- 46.15.2 keep the Customer advised of the progress of any legal proceedings involving the Transcripts;
- 46.15.3 if requested by the Customer, give the Customer copies of any documents or other material relating to the legal proceedings, including legal advice; and
- 46.15.4 if requested by the Customer, comply with reasonable directions of the Customer in relation to the conduct of the legal proceedings.

46.16 For clarity, if the Customer terminates the Recording and Transcription Services in relation to a particular User then:

- 46.16.1 the licence granted under clause 46.3 for Transcripts and Recordings for that User's Proceedings will terminate at the same time as the Recording and Transcription Services; and
- 46.16.2 the licence for all other Transcripts and Recordings will continue unaffected.

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## **47. Intellectual Property Rights – Existing Material**

### **Existing Material – General**

- 47.1 Nothing in this Contract is intended to affect the ownership of Intellectual Property Rights in Existing Material.
- 47.2 Without limiting its other obligations in this Part, the Service Provider must obtain all necessary Intellectual Property Rights and permissions before using or making available any Existing Material for the purposes of this Contract (including obtaining all necessary authorisations and consents from third party owners of any Existing Material to the extent required to provide the Services).

### **Existing Material – Service Provider Owned**

- 47.3 The Service Provider grants to the Customer a perpetual, irrevocable, worldwide, non-exclusive and royalty free licence (including a right of sublicense) to Existing Material that is

owned by the Service Provider and is:

- 47.3.1 incorporated in, or provided with, the New Material;
  - 47.3.2 otherwise provided or made available to the Customer in connection with this Contract; or
  - 47.3.3 otherwise needed by the Customer to obtain the benefit of this Contract;
- to do anything with, and to permit any use of, that Material in connection with the New Material.

#### **Existing Material – Third Party Owned**

- 47.4 For Existing Material that is owned by a Third Party and is:
- 47.4.1 incorporated in, or provided with, the New Material;
  - 47.4.2 otherwise provided or made available to the Customer in connection with this Contract; or
  - 47.4.3 otherwise needed by the Customer to obtain the benefit of this Contract;
- the Service Provider must procure for the Customer a licence on the same terms as clause 47.3.

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### **48. Intellectual Property Warranty**

- 48.1 The Service Provider warrants, represents and undertakes that:
- 48.1.1 the Services will not infringe the Intellectual Property Rights of any person;
  - 48.1.2 it has the necessary rights to vest the Intellectual Property Rights and grant the licences in this Contract; and
  - 48.1.3 the Service Provider has undertaken all necessary investigations (for example, ensuring that the Services do not infringe any current patent) in order to provide the warranties in clauses 48.1.1 and 48.1.2.
- 48.2 This clause 48 survives the expiration or earlier termination of this Contract.

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### **49. Moral Rights**

- 49.1 To the extent permitted by applicable Laws and for the benefit of the Customer, the Service Provider must ensure that each of the Personnel used by the Service Provider in the production or creation of the New Material gives genuine consent in writing, in a form acceptable to the Customer, to the use of the New Material for the Specified Acts, even if such use would otherwise be an infringement of its Moral Rights.
- 49.2 In clause 49.1, '**Specified Acts**' means:
- 49.2.1 falsely attributing the authorship of any New Material, or any content in the New Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
  - 49.2.2 materially altering the style, format, colours, content or layout of the New Material and dealing in any way with the altered New Material;



49.2.3 reproducing, communicating, adapting, publishing or exhibiting any New Material;  
and

49.2.4 adding any additional content or information to the New Material.

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**Part 9 Information Management**

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**50. General**

- 50.1 The Service Provider acknowledges that the performance of the Services will involve the creation and storage of and access to records (including Transcripts and Recordings) that may incorporate highly sensitive information. While these records may be accessed by Stakeholders or other members of the public, the Customer is concerned that such information is not accessed, used or disclosed contrary to this Contract and applicable Laws.

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**51. Confidentiality****Disclosure of Confidential Information**

- 51.1 Subject to clause 51.6, a party must not, without prior Notice of consent from the other party, disclose any Confidential Information of the other party to a third party.
- 51.2 In giving Notice of consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party must comply with these conditions if it proceeds to make the disclosure.

**Written undertakings**

- 51.3 Each party must take all reasonable steps to ensure that, subject to clause 51.6, its Personnel engaged to perform work under this Contract do not disclose Confidential Information of the other party obtained during the course of performing such work.
- 51.4 The Service Provider must ensure that any of its Personnel to whom information may be disclosed pursuant to clauses 51.6.1 or 51.6.2 provide a written undertaking of acknowledgement of the Service Provider's obligations of confidentiality under this Contract in the form of the Deed of Confidentiality set out at Schedule 5 (Deed of Confidentiality).
- 51.5 If the Service Provider receives a request for a copy of the undertakings given pursuant to clause 51.4, it must promptly arrange for copies of all such undertakings to be given to the Customer.

**Exceptions to obligations**

- 51.6 The obligations of the parties under this clause 51 will not be taken to have been breached to the extent that Confidential Information:
- 51.6.1 is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Contract;
  - 51.6.2 is disclosed to a party's Personnel solely to enable effective management, review or auditing of the Contract and Contract-related activities;
  - 51.6.3 is shared by the Customer within the Customer's organisation, or with another Entity, where this serves the Commonwealth's legitimate interests;

- 51.6.4 is disclosed by the Customer to the responsible Minister;
  - 51.6.5 is disclosed by the Customer, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
  - 51.6.6 is information for which disclosure is authorised or required by Law, including under this Contract, under a licence or otherwise, to be disclosed; or
  - 51.6.7 is in the public domain otherwise than due to a breach of this clause 51.
- 51.7 In clause 51.6, references to "a party" and "the Customer" include references to another User.

**Additional Confidential Information**

- 51.8 The parties may agree in writing at any time that certain additional information is to constitute Confidential Information for the purposes of this Contract, and that documentation will be Confidential Information from the date agreed.

**No reduction in privacy obligations**

- 51.9 Nothing in clauses 51.1 to 51.8 derogates from any obligation which either party may have either under the Privacy Act as amended from time to time, or under this Contract, in relation to the protection of Personal Information.

**Announcements**

- 51.10 The Service Provider must, before making any public announcement in connection with this Contract or any transaction contemplated by this Contract, obtain the Customer's agreement to the announcement, except if the public announcement is required by Law or a regulatory body (including the rules of a relevant stock exchange).
- 51.11 If the Service Provider is required by Law or a regulatory body to make a public announcement in connection with:
- 51.11.1 this Contract; or
  - 51.11.2 any transaction contemplated by this Contract,
- the Service Provider must limit the public announcement to the extent required by the relevant Law or regulatory body, and, to the extent practicable, first consult with and take into account the reasonable requirements of the Customer.
- 51.12 For clarity, clauses 51.10 and 51.11 are not intended to affect the Service Provider's right to enter into public debate or criticism of the Commonwealth or Commonwealth Entities, including the Customer or other Users.

**Transcript in confidence**

- 51.13 For a number of Proceedings, the Customer or another User may give an order restricting access to a Transcript or a Recording (or information in a Transcript or Recording), including a suppression order, non-publication order or pseudonym order (**Transcript in Confidence Order**).
- 51.14 The Service Provider must:
- 51.14.1 comply with a Transcript in Confidence Order; and
  - 51.14.2 document processes to ensure that it complies with a Transcript in Confidence Order, for the Customer's review and approval (**Transcript in Confidence Processes**) and comply with the Transcript in Confidence Processes once

approved;

as further described in the Statement of Requirements.

51.15 For clarity:

- 51.15.1 the Service Provider's obligations (whether under this Contract or otherwise at Law) to comply with a Transcript in Confidence Order are not limited or otherwise affected by the approved Transcript in Confidence Processes and the Service Provider is not relieved from any failure to comply with a Transcript in Confidence Order because it complied with the approved Transcript in Confidence Processes;
- 51.15.2 the Service Provider's obligations to comply with a Transcript in Confidence Order and the Transcript in Confidence Processes are separate to the Service Provider's other obligations of confidentiality set out in this clause 51; and
- 51.15.3 the exceptions set out in clause 51.6 do not permit disclosure of a Transcript or Recording or any part of a Transcript or Recording in contravention of a Transcript in Confidence Order or the Transcript in Confidence Processes.

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## 52. Privacy

### Obligations

- 52.1 The Service Provider acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act and must in respect of the performance of its obligations under this Contract (and must ensure its Personnel do likewise):
  - 52.1.1 comply with its obligations under the Privacy Act including all applicable regulations and registered APP Codes;
  - 52.1.2 not perform, or omit to perform, any act or practice in connection with this Contract which, if performed or omitted by the Customer or another User, would be a breach of the Privacy Act;
  - 52.1.3 not perform, or omit to perform, any act or practice in connection with this Contract which may or would cause the Customer or another User to be in breach of the Customer's obligations under the Privacy Act;
  - 52.1.4 only collect, use, disclose, store, retain and dispose of any Personal Information obtained in the course of providing Services under this Contract for the purposes of, and as required by, this Contract;
  - 52.1.5 without limiting anything else in this clause 52, not use any Personal Information obtained in the course of providing the Services for the purposes of direct marketing (as that term is used in the Privacy Act);
  - 52.1.6 comply with the security obligations set out in this Contract in relation to the collection, storage, use or disclosure of any Personal Information obtained in the course of providing Services under this Contract;
  - 52.1.7 not transfer any Personal Information obtained as a result of, or in connection with, providing the Services to, or allow access to such Personal Information from, a location outside of Australia unless the Customer Representative has given prior written permission and then only to the extent permitted and in accordance with any conditions contained in that permission; and
  - 52.1.8 comply with all directions, guidelines, determinations and recommendations of the Customer in respect of the collection, storage, use and transfer of Personnel Information, to the extent they are not contrary to the Privacy Act.



- 52.2 The Service Provider must ensure that:
- 52.2.1 all its Personnel required to deal with Personal Information obtained in the course of providing the Services are made aware of the obligations of Service Provider set out in this clause 52; and
  - 52.2.2 any Subcontract entered into by Service Provider imposes on the Subcontractor the same obligations that the Service Provider has under this clause 52 (including this requirement in relation to Subcontracts).
- 52.3 The Service Provider must Notify the Customer Representative immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 52.
- 52.4 Without limiting any other obligations set out in this clause 52, the Service Provider must comply with all applicable State and Territory privacy Laws, including all applicable State and Territory Law regulating the use or disclosure of Personal Information.

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### **53. Notifiable Data Breach**

- 53.1 If the Service Provider becomes aware of an event which could amount to an Eligible Data Breach in connection with the provision of the Services:
- 53.1.1 the Service Provider must as soon as possible, but within 2 Business Days, Notify the Customer;
  - 53.1.2 comply with its obligations under the Privacy Act in relation to that event;
  - 53.1.3 provide the Customer with all information requested by the Customer about the event; and
  - 53.1.4 if requested, allow the Customer to participate in the Service Provider's assessment of the event and whether it amounts to an Eligible Data Breach.
- 53.2 If the Service Provider determines, or the Customer determines and Notifies the Service Provider, that an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act:
- 53.2.1 the parties must meet to discuss and endeavour to agree who will issue the notification (but if the parties are unable to agree, then the Customer will, acting reasonably, decide which party will issue that notification);
  - 53.2.2 if the Service Provider is to issue a notification, then:
    - (a) the Service Provider must as soon as possible, but within 2 Business Days, provide the Customer with a draft of the notification;
    - (b) make any changes to the draft notification that are reasonably required by the Customer; and
    - (c) issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).
- 53.3 If the Customer is to issue the notification, then:
- 53.3.1 the Customer must as soon as possible, but within 2 Business Days, Notify the Service Provider and provide a draft of the notification;
  - 53.3.2 make any changes to the notification that are reasonably required by the Service Provider for consistency with the Privacy Act; and

- 53.3.3 issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).
  - 53.4 The Service Provider must ensure that:
    - 53.4.1 the Customer is promptly notified of any investigation or other action taken by the Information Commissioner in connection with any actual or suspected Eligible Data Breach, or notification in relation to that matter; and
    - 53.4.2 the Customer is kept informed in relation to that investigation or other action.
  - 53.5 The parties acknowledge and agree that nothing in clauses 53.1 to 53.5 affects their obligations under the Privacy Act.
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## **54. Security**

### **Compliance with Customer requirements**

- 54.1 The Service Provider must, and must ensure that its Subcontractors and Personnel comply with, all relevant security procedures and other security requirements as set out in the Statement of Requirements or as otherwise Notified from the Customer.
- 54.2 The Service Provider must comply with such a security procedure or other security requirement immediately if directed by the Customer or, if no direction is given, within a reasonable time, having regard to the nature of the requirement.
- 54.3 The Service Provider must send the Customer a Notice identifying any potentially relevant security procedure or other security requirement of the Customer of which it is aware and which is not the subject of a Notice in accordance with clause 54.1.

### **Supply chain integrity**

- 54.4 The Service Provider must:
  - 54.4.1 ensure the security, confidentiality and availability of all hardware, software and other technology (including cloud services and telecommunications equipment) used to provide the Services; and
  - 54.4.2 maintain the integrity of the supply chain in relation to any hardware and software used to provide the Services.
- 54.5 On request, the Service Provider must provide the Customer with information about:
  - 54.5.1 its local and global supply chain as it relates to or affects the performance of the Services. This information might include:
    - (a) the identity of the Service Provider's Subcontractors; or
    - (b) details of alliances, partnerships and contracts with third party suppliers; and
  - 54.5.2 the removal or addition of a supply chain element from the Service Provider's supply chain.

### **Security requirements**

- 54.6 The Service Provider must:
  - 54.6.1 ensure that all Customer Data (including stored Recordings and Transcripts), in

respect of which the Service Provider has custody or control for purposes connected with this Contract:

- (a) is protected at all times from unauthorised access or use by a third party, and from misuse, damage or destruction by any person; and
  - (b) has protective measures as required by this Contract, including administrative, physical, and technical safeguards that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Customer Data;
- 54.6.2 at the Customer's request in a Notice, the Service Provider must provide details of the Service Provider's security measures in place to reduce the risk of a Security Incident on the Service Provider's systems;
- 54.6.3 not transfer, store or access Customer Data outside of Australia (or allow such transfer, storage, or access), unless expressly permitted by this Contract or the Customer in writing;
- 54.6.4 ensure that if the Service Provider is permitted to store Customer Data in any location outside of Australia (including through the remote access or control of any server or other hardware or software) access is restricted to those Service Provider Personnel with the appropriate authorisations who have a need for such access, and that access is limited to the minimum access necessary to enable the Service Provider to comply with its obligations under this Contract;
- 54.6.5 comply with the Protective Security Policy Framework and any other security requirements or procedures in this Contract or specified by the Customer from time to time regarding any aspect of security of, or access to, the Customer, Data (including Customer Data), Stakeholders or Sites;
- 54.6.6 take reasonable and prudent steps for disaster recovery and business continuity consistent with good industry practice to ensure that Customer's Data on the Service Provider's systems is not lost, corrupted or rendered inaccessible;
- 54.6.7 when using or accessing the Customer Sites or facilities comply with (and ensure its Personnel are aware of and comply with) all reasonable directions of the Customer and any security and safety requirements Notified to the Service Provider by the Customer;
- 54.6.8 ensure that access to the Service Provider's systems is controlled so that only the Service Provider's Personnel with a need to access the Customer's Data for a purpose relating to the performance of this Contract are able to access the Customer's Data;
- 54.6.9 ensure that the Service Provider's systems are configured so that the Service Provider's Personnel who are not permitted under this Contract to access the Customer's Confidential Information cannot access the Customer's Confidential Information;
- 54.6.10 Notify the Customer immediately (or as soon as practicable in the circumstances) in the event of any requests from foreign governments or agencies for access to any Customer Data (unless such Notification is prohibited by Law) and attempt to redirect any foreign government or agency requesting access to Customer Data to request the access directly from the Customer; and
- 54.6.11 inform the Customer Representative, by telephone as soon as possible after it becomes aware of any Security Incident or any other contravention of the security requirements under this Contract, and as soon as practicable (and at least within 1 Business Day) confirm the details by Notice in writing. In the event of any Security Incident, the Service Provider must comply with all directions of the Customer to



resolve the incident, including in relation to:

- (a) Notifying the Australian Cyber Security Centre, or any other relevant body, as required by the Customer;
- (b) obtaining evidence about how, when and by whom the Service Provider's information system and/or the Customer Data has or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to 12 months;
- (c) implementing any mitigation strategies to reduce the impact of the Security Incident or the likelihood or impact of any future similar incident; and
- (d) preserving and protecting Customer Data (including as necessary reverting to any backup or alternative site or taking other action to recover Customer Data).

#### **Data Protection Protocols**

The Service Provider must develop a Data Protection Plan and Data Protection Protocols that specifies how stored Recordings and Transcripts will be protected from unauthorised access.

#### **Misuse of Customer Data**

54.7 The Service Provider acknowledges and agrees that:

- 54.7.1 the publication or communication of any information or Document by a person which has come to their knowledge or into their possession or custody by virtue of this Contract (other than to whom the Service Provider is authorised to publish or disclose the fact or Document) may be an offence under Part 5.6 of the Schedule to the *Criminal Code Act 1995* (Cth) of which there are a range of penalties, including a maximum of 10 years imprisonment;
- 54.7.2 the giving of false or misleading information to the Customer or its Personnel is a serious offence under Division 137 of Schedule to the *Criminal Code Act 1995* (Cth);
- 54.7.3 any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of information held in any computer (or, in some cases, any storage device) in the course of providing the Services may be an offence under Part 10.7 of Schedule to the *Criminal Code Act 1995* (Cth) of which there are a range of penalties, including a maximum of 10 years imprisonment; and
- 54.7.4 under section 121(1) of the *Family Law Act 1975* (Cth), it is an offence punishable by imprisonment for up to one year to provide an account of family law proceedings to the public or a section of the public that identifies parties or other persons involved in family law proceedings, other than in the limited circumstances outlined in section 121(9).

#### **Warranty in respect of Customer Data**

54.8 The Service Provider warrants, represents and undertakes that no Customer Data will be lost or corrupted in the course of the provision of the Services as a result of a breach by the Service Provider or any Service Provider Personnel of the obligations set out in this Contract.

#### **Security clearance**



- 54.9 The Customer may, from time to time, Notify the Service Provider of the level of security or access clearance required for the Service Provider's Personnel, and the date from which, or the period during which, that clearance will be effective and the Service Provider must comply with and ensure its Subcontractors and Personnel act in accordance with that Notice.
- 54.10 The Service Provider is responsible for all costs associated with obtaining security clearances.
- 54.11 If the Customer denies access to or requests removal of any Personnel on the basis that they have failed to obtain or ceased to hold the level of security or access clearance required by a Notice given in accordance with clause 54.9 within the time specified in the Notice, the Service Provider must provide suitable replacement Personnel in accordance with clause 27.

**Personnel security**

- 54.12 The Service Provider must ensure that the Service Provider's Personnel involved in the performance of the Services:
- 54.12.1 to the extent applicable, comply with the Service Provider's security obligations under this Contract;
- 54.12.2 are fit and proper persons to perform the Services for the Customer, the other Users and the Stakeholders; and
- 54.12.3 have undergone a Federal police check within the previous 12 month period.

**Technology Security Tools**

- 54.13 The Service Provider must ensure that:
- 54.13.1 for the technology it uses to provide the Services, it installs, uses and maintains as operational, the best available security controls and features, including any controls and features recommended by any IRAP or other security assessors; and
- 54.13.2 it ensures that its technology providers comply with the obligation in clause 54.13.1; and
- 54.13.3 it provides information on its compliance with this clause as requested.

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**Part 10            Risk Management**

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**55.        Risk Management Plan****55.1        The Service Provider must:**

- 55.1.1    develop a Risk Management Plan for Acceptance by the Customer within 20 Business Days of the Commencement Date; and
- 55.1.2    maintain and update the Risk Management Plan as required, and at least annually, during the Term to ensure it remains current.

**55.2        The Risk Management Plan must:**

- 55.2.1    describe how the Service Provider will identify, control, manage and mitigate risks in relation to this Contract, including in relation to the introduction of Harmful Code into the Customer's systems, the risk of Loss or corruption of the Customer's Data and of delay;
- 55.2.2    include a risk register that:
  - (a)       identifies the risks arising in relation to this Customer;
  - (b)       specifies the mitigation strategies required to handle any identified risks; and
  - (c)       defines the procedures and methodology for capturing, analysing, assessing, prioritising, monitoring and reviewing risks applicable to the obligations of the Service Provider; and
- 55.2.3    include any other information required by the Customer from time to time.

**55.3        The Service Provider must comply with the Accepted Risk Management Plan.****55.4        The Service Provider must:**

- 55.4.1    provide a copy of the current Risk Management Plan to the Customer as soon as practicable following a request by the Customer;
- 55.4.2    provide to the Customer any information or documentation in relation to the Service Provider's risk management that the Customer reasonably requests as soon as practicable following a request by the Customer;
- 55.4.3    consider any reasonable suggestions made by the Customer for the development or revision of any aspect of the Service Provider's risk management approach and take such suggestions into account as appropriate; and
- 55.4.4    report to the Customer on the status of the Risk Management Plan and any significant new or changed risks as soon as practicable following a request by the Customer.

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**56. Insurance****Obligation to maintain insurance**

- 56.1 The Service Provider must have and maintain valid and enforceable insurance policies (with reputable insurance companies that do not contain any unusual exclusions) to the following levels:
- 56.1.1 for the Term of the Contract and any Transition Period:
- (a) AUD 20,000,000 per claim and AUD 20,000,000 in the aggregate public liability;
  - (b) AUD 20,000,000 per claim and AUD 20,000,000 in the aggregate either professional indemnity or errors and omissions;
  - (c) AUD 20,000,000 per claim and AUD 20,000,000 in the aggregate product liability;
  - (d) workers' compensation as required by Law; and
  - (e) any other, or increased, insurance specified in this Contract;
- 56.1.2 for 7 years following the later of expiry or termination of this Contract, AUD 20,000,000 per claim and AUD 20,000,000 in the aggregate either professional indemnity or errors and omissions.
- 56.2 With the exception of workers' compensation insurance, and unless otherwise Approved by the Customer in writing, the insurances referred to in clause 56.1 must be effected with insurers with a financial security rating of "A-" or better by Standard & Poor's (or the equivalent rating from another recognised rating agency) .
- 56.3 The Service Provider must ensure that its Subcontractors are insured as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of the services or work to be performed by them and in a manner consistent with the Service Provider's obligations under this clause 56.

**Evidence of insurance**

- 56.4 The Service Provider must, upon request by the Customer, provide:
- 56.4.1 evidence that it has current insurance policies which comply with the requirements of this clause 56 to the Customer; and
- 56.4.2 details of any exclusions and other information about the required insurances as reasonably requested by the Customer.

**Annual Review**

- 56.5 The Customer will annually review the amounts of insurance to ensure that they are sufficient and may request a variation to the Contract insurance amounts.

**Notices**

- 56.6 The Service Provider must, in respect of the insurances required by this clause 56:
- 56.6.1 promptly inform the Customer if it becomes aware of any actual, threatened or likely claims which could materially reduce the available limits of indemnity or which may involve the Customer, and must reinstate or replace any depleted aggregate limit resulting from claims that are unrelated to the work under this Contract, if requested to do so in writing by the Customer; and
- 56.6.2 do everything reasonably required by the Customer to enable the Customer to claim and to collect or recover monies due under any insurance policy.

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**57. Extension of time**

- 57.1 The Service Provider must, on becoming aware that it will be unable to meet a Milestone or any other obligation under this Contract, promptly Notify the Customer and provide details of the cause of the anticipated delay or failure and of the Service Provider's proposal for managing the delay.
- 57.2 Without limiting the parties' obligations to minimise and manage risk in accordance with this Contract (including in accordance with the Accepted Risk Management Plan), if the Service Provider is delayed in the provision of the Services and the event giving rise to the delay:
- 57.2.1 is beyond the Service Provider's reasonable control; and
- 57.2.2 could not have reasonably been contemplated by the Service Provider; or
- 57.2.3 is caused by the Customer,
- then the Service Provider may request an extension of time for the provision of the Services in accordance with the variation procedures in clause 32.
- 57.3 If the Customer agrees to any extension of time, the parties will vary the Contract in accordance with the variation procedures in clause 32.

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**58. Guarantees****Performance Guarantee**

- 58.1 The Service Provider must provide within ten Business Days of the Commencement Date of this Contract, a performance guarantee in the form set out at Schedule 6 (Performance Guarantee), or an alternative form agreed by the Customer Representative.
- 58.2 The purpose of the performance guarantee referred to in clause 58.1 is to ensure the due performance of this Contract by the Service Provider and, in the event of default, for the Service Provider's Guarantor to perform this Contract on behalf of the Service Provider.



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**Part 11            Liability and indemnity**

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**59.        Liability****Relevant Law**

- 59.1        The liability of a party for breach of this Contract, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Contract, will be determined under the relevant Law in Australia that is recognised, and would be applied, by the High Court of Australia.

**Limitation of Liability – the Customer and the Service Provider**

- 59.2        The liability of each of the Customer and the Service Provider arising out of or in connection with this Contract (including under any indemnity) is, subject to clause 59.1, limited to:

**59.2.1**     \$20 million per occurrence and in the aggregate.

- 59.3        Any limit on the liability of the Customer or the Service Provider under clause 59.2 does not apply in relation to liability relating to:

- 59.3.1     personal injury (including sickness and death);
- 59.3.2     Loss of, or damage to, tangible property;
- 59.3.3     loss of Customer Data;
- 59.3.4     an infringement of Intellectual Property Rights;
- 59.3.5     a breach of any obligation of confidentiality, data protection, security or privacy; or
- 59.3.6     fraud, breach of a statute or any unlawful act or omission.

- 59.4        The parties agree to review the limitations on liability before any extension of the Term of this Contract under clause 3.2, with the intent that the parties may agree, for the extended Term, to maintain the limits of the liability applicable to this Contract. If no change is agreed, the existing limits will apply to the extended Term.

**Mitigation**

- 59.5        Each party must use all reasonable endeavours to mitigate its Loss, damages and expenses arising under and/or in connection with a breach of this Contract, or in tort, or for any other common law or statutory cause of action arising under and/or in connection this Contract.

**Contribution**

- 59.6        The liability of a party for any Losses incurred by another party will be reduced proportionately to the extent that:

- 59.6.1     any negligent act or omission of the party that incurred the Loss (or of its Subcontractors or Personnel); or

59.6.2 any failure by the party that incurred the Loss to comply with its obligations under this Contract,

contributed to those Losses, regardless of whether legal proceedings are brought by either party for negligence or breach of Contract.

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## 60. Indemnity

### Service Provider's Indemnity

60.1 Subject to clause 59, the Service Provider indemnifies the Customer, and each of its subcontractors and Personnel (together the **Indemnified Persons**), against Losses incurred in connection with:

60.1.1 loss of or damage to property of the Indemnified Persons or any other person;

60.1.2 personal injury or death of any person;

60.1.3 any other liability owed by the Indemnified Persons;

arising from or as a consequence of:

60.1.4 any act or omission of the Service Provider or its Personnel in connection with this Contract;

60.1.5 any breach of this Contract by the Service Provider or its Personnel;

60.1.6 any breach of any Law by the Service Provider;

60.1.7 any fraudulent, reckless, negligent, unlawful or deliberately wrongful act or omission of the Service Provider or its Personnel;

60.1.8 a breach or alleged breach by the Service Provider or Service Provider Personnel of their obligations under clause 52 (Privacy); and

60.1.9 any loss or corruption of the Customer Data or Personal Information caused by the Service Provider (other than loss or corruption due to an act or omission of the Customer or its Personnel, not including an act or omission which the Service Provider has advised or recommended to the Customer or its Personnel).

60.2 The Customer's rights to be indemnified under clause 60 (including clause 60.3 below) are in addition to, and not exclusive of, any other right, power or remedy provided under this Contract or by Law.

### Service Provider's Intellectual Property Right Indemnity

60.3 The Service Provider indemnifies the Customer and its subcontractors and its Personnel, against Losses reasonably sustained or incurred by the Customer as a result of a claim made or threatened by a third party arising out of or in connection with an allegation that any Services infringe the Intellectual Property Rights or Moral Rights of a third party, except to the extent that any deliberately wrongful, reckless, negligent or unlawful act or omission of the Customer directly contributed to the relevant liability.

60.4 For the purposes of clause 60.3, an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

**Customer obligations**

- 60.5 Where the Customer wishes to enforce an indemnity under clauses 60.1 or 60.3 it must:
- 60.5.1 give written Notice to the Service Provider as soon as practical;
  - 60.5.2 subject to the Service Provider agreeing to comply at all times with clause 60.6, permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and
  - 60.5.3 in the event that the Service Provider is permitted to handle negotiations or conduct litigation on behalf of the Customer under clause 60.5.2, provide all reasonable assistance to the Service Provider in the handling of any negotiations and litigation.

**Service Provider's obligations**

- 60.6 In the event that the Service Provider is permitted to handle negotiations or conduct litigation on behalf of the Customer under clause 60.5.2 the Service Provider must:
- 60.6.1 comply with government policy and obligations, as if the Service Provider were the Customer, relevant to the conduct of the litigation and any settlement negotiation (including but not limited to the Legal Services Directions) and any direction given by the Attorney General to the Commonwealth or delegate;
  - 60.6.2 keep the Customer informed of any significant developments relating to the conduct of the litigation or settlement of any claim;
  - 60.6.3 provide to the Customer such information and documentation as are reasonably requested by the Customer, to enable it to ascertain whether settlement by the Service Provider of any claim is being conducted in accordance with the requirements of the Legal Services Directions, including any requirements relating to legal professional privilege and confidentiality; and
  - 60.6.4 comply with any conditions imposed by the Customer (including any condition requiring the provision of a financial undertaking).

**Rights held on trust**

- 60.7 Where an indemnity in this clause 60 provides a benefit to a person who is not a party to this Contract, that benefit will be held on trust for that person by the Customer through whom those rights are obtained and that benefit may be exercised by the person as beneficiary under the trust or on their behalf by the Customer as trustee.



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**Part 12 Issue Resolution, Termination and Expiry**

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**61. Dispute Resolution**

61.1 The parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

- 61.1.1 the party claiming that there is a dispute will send to the other a Notice setting out the nature of the dispute;
- 61.1.2 the parties must use their best endeavours to resolve the dispute or difference at the working or operational level within 10 Business Days or within such other timeframe as the parties may agree;
- 61.1.3 if the dispute or difference cannot be resolved by the parties in accordance with clause 61.1.2, the parties must refer the dispute to senior management of the parties with authority to intervene and direct some form of resolution;
- 61.1.4 the parties have ten (10) Business Days from the date the dispute is referred to senior management in accordance with clause 61.1.3 (or such other time as is agreed by the parties) to reach a resolution or to agree that the dispute will be referred to mediation or some other form of alternative dispute resolution procedure; and
- 61.1.5 either party may commence legal proceedings if:
  - (a) there is no resolution or agreement within the period referred to in clause 61.1.4 and the parties have not agreed to refer the dispute to mediation or some other form of alternative dispute resolution procedure; or
  - (b) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission (or such extended time as the parties may agree in writing before the expiration of the fifteen (15) Business Days).

61.2 Despite the existence of a dispute, the Service Provider must continue to provide the Services unless Notified otherwise by the Customer.

**Confidentiality**

61.3 Any information or documents disclosed by a party under this clause 61:

- 61.3.1 must be kept confidential; and
- 61.3.2 may only be used to attempt to resolve the dispute.

**Costs**

61.4 Each party to a dispute must pay its own costs of complying with this clause 61. The parties to the dispute must equally pay the costs of any mediator.



**Termination of process**

- 61.5 A party to a dispute may terminate the dispute resolution process by giving Notice to each other party after it has complied with clause 61.1.

**Survival**

- 61.6 Clauses 61.3 and 61.4 survive termination of the dispute resolution process.

**Breach of this clause**

- 61.7 If a party to a dispute breaches clauses 61.1 to 61.5, the other party does not have to comply with those clauses in relation to the dispute.

**Exemption**

- 61.8 Clause 61.1 does not apply to:
- 61.8.1 action by the Customer under or purportedly under clause 62;
  - 61.8.2 action by the Customer under or purportedly under or in accordance with clauses 34.2 or 40; or
  - 61.8.3 either party commencing legal proceedings for urgent interlocutory relief.

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**62. Termination****Termination by the Customer for default**

- 62.1 Without limiting any other rights or remedies the Customer may have against the Service Provider arising out of or in connection with this Contract, the Customer Representative may terminate this Contract (for all or part of the Services and for some or all Users) or reduce the scope of the Services (for some or all Users), effective immediately, by giving Notice to the Service Provider if:
- 62.1.1 the Service Provider commits a breach of this Contract where that breach is not capable of remedy; or
  - 62.1.2 the Service Provider commits a material breach of this Contract and fails to remedy the breach within 20 Business Days or such other timeframe as is agreed in writing after receiving Notice requiring it to do so.
- 62.2 Without limitation, for the purposes of clause 62.1, each of the following constitutes a material breach:
- 62.2.1 a failure to Notify the Customer of a Conflict of Interest under clause 29 or an inability to resolve that Conflict of Interest to the reasonable satisfaction of the Customer; or
  - 62.2.2 a failure to comply with the Service Provider's obligations under clauses 45 to 49 (Intellectual Property Rights);
  - 62.2.3 a failure to comply with clause 51 (Confidentiality) or any other obligation of confidentiality under the Contract, including as set out in the Statement of Requirements or at Law;
  - 62.2.4 a failure to comply with clause 52 (Privacy);

- 62.2.5 a failure to comply with clause 54 (Security);
  - 62.2.6 a failure to comply with clause 56 (Insurance);
  - 62.2.7 if permitted by Law, an event specified in clause 62.3 happens to the Service Provider;
  - 62.2.8 a breach of the obligation in clause 65.1.
- 62.3 The Service Provider must Notify the Customer immediately if:
- 62.3.1 the Service Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Service Provider;
  - 62.3.2 the Service Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
  - 62.3.3 the Service Provider ceases to carry on business;
  - 62.3.4 the Service Provider ceases to be able to pay its debts as they become due;
  - 62.3.5 the Service Provider being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed; or
  - 62.3.6 where the Service Provider is a partnership, any step is taken to dissolve that partnership.

**Termination and reduction for convenience**

- 62.4 The Customer may by Notice terminate this Contract (for all or part of the Services and for some or all Users) or reduce the scope of the Services (for some or all Users) at any time.
- 62.5 Without limiting clause 62.4, the Customer may by Notice terminate this Contract at any time for a machinery of government change or to implement a government directive.
- 62.6 For clarity, the right to reduce the scope of the Services under clause 62.4 includes removing Sites or categories of Services from scope.
- 62.7 If this Contract is terminated under clauses 62.4 or 62.5, the Customer, as appropriate, is liable only for:
- 62.7.1 payments due under this Contract for Services provided in accordance with this Contract before the effective date of termination of this Contract (less any amount that the Customer is entitled to deduct);
  - 62.7.2 any charges applicable under the Accepted Transition Out Plan; and
  - 62.7.3 reasonable costs (if any) incurred by the Service Provider and directly attributable to the termination that are substantiated to the Customer's reasonable satisfaction.
- 62.8 If the scope of this Contract is reduced, the Customer's liability to pay the Charges and any other relevant the Customer obligations abate in accordance with the reduction in the scope.
- 62.9 The Customer is not liable to pay compensation under clause 62.6 in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under this Contract, exceed the total Charges payable under this Contract or Contracts.

- 62.10 For the purposes of clause 62.6, the Customer will not be liable for payments that would be due after the date of termination or for Loss of prospective profits, loss of business revenue, loss of opportunity, economic loss, indirect, special or consequential loss or any special or punitive damages.

**After termination**

- 62.11 On termination (in whole or part) of this Contract, the Service Provider must:

- 62.11.1 stop performance of:

- (a) this Contract; or
- (b) if this Contract is terminated in part, the terminated part of this Contract;

- 62.11.2 take all available steps to minimise Loss resulting from that termination and to protect material in which Intellectual Property Rights or Confidential Information of the Customer subsists;

- 62.11.3 return all of the Customer's Confidential Information associated with:

- (a) this Contract; or
- (b) if this Contract is terminated in part, the terminated part of this Contract,  
to the Customer Representative as appropriate;

- 62.11.4 follow any reasonable direction of the Customer; and

- 62.11.5 continue to perform any part of this Contract not affected by the Notice (and the Charges will abate in accordance with the reduction in the scope of the Contract).

**Consequences of termination**

- 62.12 If this Contract is terminated (in whole or part) under this clause 62:

- 62.12.1 subject to the terms of this Contract, the parties are relieved from future performance, without prejudice to any rights or remedies that have accrued at the date of termination; and

- 62.12.2 subject to this Contract, all licences and authorisations relating to or concerning this Contract granted to the Service Provider by the Customer terminate immediately despite anything to the contrary contained in the licence or authorisation.

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**63. Transition Out**

**Transition Period**

- 63.1 The Transition Period will commence on the earliest of:

- 63.1.1 the date on which a Notice of termination is given in accordance with clause 62; and

- 63.1.2 3 months before this Contract will expire in accordance with clause 3,

and the Transition Period will end on the date the Customer Notifies the Service Provider that all Services have been either transferred or completed in accordance with this Contract.

**Service Provider's Obligations in relation to Transition Out**

- 63.2 The Service Provider must:
- 63.2.1 undertake all activities described in the Statement of Requirements in relation to the Transition Out of Services, including providing a Transition Out Plan for Acceptance, and then updating it in accordance with the Statement of Requirements; and
  - 63.2.2 without limiting those activities, comply with the requirements as set out in this clause 63.
- 63.3 At all times, the Service Provider must perform all Services in a manner that will effectively and efficiently allow Transcripts and Recordings to be prepared, used and accessed by, the Customer or an alternative service provider after the expiry or termination of this Contract.
- 63.4 During the Transition Period, the Service Provider must take all reasonable actions to ensure there is an efficient and effective disengagement from provision of the Services by the Service Provider to alternative arrangements as Notified to the Service Provider by the Customer. Without limiting this, the Service Provider must:
- 63.4.1 liaise with the Customer as needed to finalise and submit to the Customer for Acceptance an updated Transition Out Plan in accordance with the Statement of Requirements, and otherwise plan and implement all necessary actions for the Transition Period;
  - 63.4.2 report to the Customer on a weekly basis on the progress of the Transition Out;
  - 63.4.3 ensure the Customer is kept fully informed on all aspects of the Transition Out;
  - 63.4.4 implement the Accepted Transition Out Plan (including an Accepted updated Transition Out Plan) so as to ensure all transition activities are completed within the required timeframe;
  - 63.4.5 ensure adequate Personnel are available to complete the Transition Out Services in accordance with this Contract and the Accepted Transition out Plan;
  - 63.4.6 transfer to the Customer or its nominee all New Material and Customer Material in a non-proprietary format that is readily usable by the Customer or its nominee;
  - 63.4.7 not delete or destroy any New Material or Customer Material unless the Customer has confirmed that this may occur, in which case the Service Provider must:
    - (a) remove, delete or destroy the relevant Material in accordance with any directions from the Customer; and
    - (b) ensure that all back-up versions of the relevant Material are similarly removed, deleted or destroyed;
  - 63.4.8 continue to comply with all security and data protection obligations in this Contract; and
  - 63.4.9 if required, provide to the Customer such evidence as the Customer or its nominee requires verifying the Service Provider's performance of its obligations under this clause 63.



63.5 During the Transition Period:

- 63.5.1 the terms of this Contract continue (except that after the time that the Term would have ended but for clause 3.4, the only amounts payable to the Service Provider are those expressly stated to be payable during this time in Schedule 3 (Charges and Payments) (if any)); and
- 63.5.2 if requested by the Customer or specified in the Transition Out Plan, the Service Provider must continue to perform any Services that have not been transferred to another entity and must discontinue performing any of the Services that have been transferred.

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**64. Knowledge transfer**

64.1 The Service Provider must, at no additional cost to the Customer, provide the following assistance to the Customer or its nominee as required during the Transition Period:

- 64.1.1 transfer or provide access to all information, stored by whatever means, held by the Service Provider or under the control of the Service Provider which is relevant to the future performance of the Services after the end of this Contract;
- 64.1.2 make Service Provider Personnel available for discussions with the Customer as may be required. The time, length and subject of these discussions will be at the sole discretion of the Customer provided that the Service Provider is not required to reveal any Confidential Information of the Service Provider if that information is not otherwise required to be provided under this Contract; and
- 64.1.3 comply with any additional requirements in the Statement of Requirements and the Transition Out Plan.

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**Part 13                      General Terms**

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**65.            Laws and policies**

- 65.1            The Service Provider must, in performing its obligations under this Contract, comply with all applicable Laws and Commonwealth policies, including those set out in Schedule 8 (Commonwealth Law and Policy), the Statement of Requirements, Schedule 9 (Approved AIP Plan) and as Notified to the Service Provider from the Customer from time to time.
- 

**66.            Books and records****Maintenance of Records**

- 66.1            The Service Provider must, at all times, maintain full, true, and up-to-date accounts and records relating to this Contract. Such accounts and records must:
- 66.1.1        include appropriate audit trails for transactions performed;
  - 66.1.2        record all receipts and expenses in relation to the provision of Services and Support and all matters on which the Service Provider is obliged to report;
  - 66.1.3        be kept in a manner that permits them to be conveniently and properly audited, and enables the amounts payable by the Customer under this Contract to be determined;
  - 66.1.4        be drawn in accordance with any applicable Australian Accounting Standards;
  - 66.1.5        in the case of any Services provided on a time and materials or cost plus basis, identify the time spent by the Service Provider's Personnel in providing those Services; and
  - 66.1.6        be made available to the Customer as required for monitoring and reviewing the performance of the Service Provider's obligations under this Contract.

**Subcontractor requirements**

- 66.2            The Service Provider must securely retain and require its Subcontractors to securely retain, for a period of seven years after termination or expiration of this Contract, whichever is later, all accounts and records referred to in clause 66.1.

**Survival**

- 66.3            This clause 66 applies for the Term and for a period of 7 years from the termination or expiry of this Contract, whichever is later.

**Archival Requirements**

- 66.4            The Service Provider agrees to comply with, and to follow any reasonable directions by the Customer which are relevant to, any applicable Commonwealth, State or Customer legislation relating to archival requirements.

**Costs**

- 66.5 The Service Provider must bear its own costs of complying with this clause 66.

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**67. Notices and other communications****Service of Notices**

- 67.1 A Notice must be in written English and signed by:
- 67.1.1 in the case of a Notice from the Customer, the Customer Representative; or
  - 67.1.2 in the case of a Notice from the Service Provider, the Service Provider Representative.
- 67.2 A Notice or other communication is properly given or served by a party if that party:
- 67.2.1 delivers it by hand;
  - 67.2.2 posts it;
  - 67.2.3 transmits it by email; or
  - 67.2.4 transmits it by any other electronic means,
- to the recipient's address for Notices specified in clause 67.4, marked for the attention of the person who at that time is the Service Provider Representative, or the Customer Representative, as appropriate.

**Deemed Receipt**

- 67.3 A Notice or other communication is deemed to be received if:
- 67.3.1 delivered by hand – when it is delivered by hand to the party's Representative;
  - 67.3.2 sent by post from and to an address within Australia and correctly addressed – 3 Business Days after posting;
  - 67.3.3 sent by post from or to an address outside Australia and correctly addressed – 10 Business Days after posting;
  - 67.3.4 sent by email – when it reaches the receiving party's email server, unless the sending party receives an error message indicating that the receiving party's Representative has not received the message; or
  - 67.3.5 sent by any other electronic means – only in the event that the other party acknowledges receipt in person, by phone or by message which has been generated by the intended recipient and not purely by a machine, or by other means agreed in writing by the parties.

**Address for Notices**

- 67.4 Subject to clause 67.5, the Service Provider Representative and the Customer Representative's address for Notices are as set out in the Contract Details.

**Change of Address**

- 67.5 Each party must Notify the other parties of any change in its address for Notices, or in the identity of the Service Provider Representative or the Customer Representative (as applicable), including through delegation or authorisation under clause 31.7.

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**68. General****Approvals and consents**

- 68.1 Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

**Costs of Contracting**

- 68.2 Each party must pay its own costs of negotiating, preparing and executing this Contract.

**Further action**

- 68.3 Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by those documents.

**Assignment and Novation**

- 68.4 Subject to clause 68.7, a party may only assign its rights under this Contract with the prior written consent (by Notice) of the other party, and this consent must not be unreasonably withheld.
- 68.5 The Service Provider must not assign, in whole or in part, its benefits under this Contract without the prior written consent of the other party, and this consent must not be unreasonably withheld.
- 68.6 The Service Provider must not enter into discussions or facilitate a novation of this Contract without the prior written approval of the Customer.
- 68.7 The Customer may, at any time, assign its rights under this Contract to another Commonwealth Entity where that Entity is to have administrative responsibility for this Contract.

**Waiver**

- 68.8 Waiver of any provision of or right under the Contract:
- 68.8.1 must be by Notice from the party entitled to the benefit of that provision or right;  
and
- 68.8.2 is effective only to the extent set out in such Notice.
- 68.9 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Contract, does not amount to a waiver of any obligation of, or breach of obligation by, another party.



**Severability**

- 68.10 A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of that document will continue in force.

**Entire Agreement**

- 68.11 This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**Rights are Cumulative**

- 68.12 The rights, powers and remedies provided in this Contract are cumulative and are not exclusive of the rights, powers or remedies provided by Law independently of this Contract.

**No merger**

- 68.13 The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

**Recovery of moneys due to the Customer**

- 68.14 Any money due or owing to the Customer under this Contract may be recovered as a debt due to the Customer and set off against any payment due under this Contract.

**Survival**

- 68.15 The following clauses survive the termination and expiry of the Contract:
- 68.15.1 clauses 45 to 49 (Intellectual Property Rights);
  - 68.15.2 clause 54 (Security);
  - 68.15.3 clause 51 (Confidentiality);
  - 68.15.4 clause 52 (Privacy);
  - 68.15.5 clause 56 (Insurance);
  - 68.15.6 clause 60 (Indemnity);
  - 68.15.7 clause 63 (Transition Out) and 64 (Knowledge transfer);
  - 68.15.8 clause 66 (Books and records);
  - 68.15.9 clause 10 in Schedule 8 (Audit and Access);
  - 68.15.10 the termination provisions so far as they relate to rights and obligations arising on termination;
  - 68.15.11 any clauses that are expressed to or which by their nature survive termination or expiry, including warranties, limitations on liability, licensing and Intellectual Property Rights; and
  - 68.15.12 all clauses required to give effect to the clauses referred to in clauses 68.15.1 to 68.15.11.

**Counterparts**


- 68.16 This Contract may be executed in any number of counterparts. All executed counterparts constitute the same Contract.

**Governing Law**

- 68.17 The Laws of the Victoria apply to this Contract. The courts of Victoria have non-exclusive jurisdiction to decide any matter arising out of this Contract.

## Execution

Executed as an Agreement.  
Executed for and on behalf of the  
**Commonwealth of Australia** represented by  
the Customer by its duly authorised delegate:

  
.....  
Signature of delegate  
SIA LAGOS  
.....  
Name of delegate (print)  
CEO + PRINCIPAL REGISTRAR  
.....  
Position of delegate (print)  
30/10/2020  
.....  
Date

Executed by Auscript Australasia Pty Ltd  
ABN 72 110 028 825 acting by the following  
persons or, if the seal is affixed, witnessed by  
the following persons in accordance with s 127  
of the

Corporations Act 2001 (Cth):

s 22 of the FOI Act

.....  
Signature of director

Michael G. Rose

.....  
Name of director (print)

16/10/2020

.....  
Date

s 22 of the FOI Act

.....  
Signature of company secretary

Averil Jewell

.....  
Name of company secretary (print)

16/10/2020

.....  
Date

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## Schedule 1      Statement of Requirements



**FEDERAL COURT  
OF AUSTRALIA**



PA-2020-0019

Provision of  
Transcription, Recording and AV Support  
and Maintenance Services

Schedule 1

STATEMENT OF REQUIREMENTS



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# 1 Introduction

The Customer seeks to establish a close working relationship with the Service Provider for the delivery of high quality Recording, Transcription and AV Support and Maintenance Services, in which the Service Provider acts as a trusted adviser to the Customer in relation to the Services and offers holistic strategic advice on the Customer's requirements.

This Statement of Requirements (SOR) describes the respective responsibilities of the Service Provider and the Customer. It clearly defines the Services that the Service Provider must deliver, the performance standards that the Service Provider must meet, and the Contract management and performance management arrangements to ensure the success of the Contract.

In this SOR:

- > the 'Service description' outlines the Services required by the Customer;
- > the 'Trigger for this Service' sets out the circumstances in which the Service Provider must provide the Services to the Customer, FCA, FCC or FCoA;
- > the 'Location' describes where the Services must be delivered by the Service Provider;
- > the 'Customer's responsibilities' set out the Customer's responsibilities in relation to the Services, including provision of access to the Customer's Sites, Equipment and Facilities (see clause 15 of the Contract) and provision of Customer Supplied Items (see clause 16 of the Contract); and
- > the 'Service Provider's responsibilities' set out responsibilities of the Service Provider in relation to delivery of the Services.

For clarity, the Service Provider must, in relation to each of the Service Provider's responsibilities, meet or exceed the 'Performance Standard' and 'Performance Target' set out for the relevant responsibility.

Capitalised words (where they are not part of a section or subsection heading, references to sections, names or titles) are defined terms and have the meaning assigned to them in section 11 of this SOR or, if not defined in section 11 of this SOR, the Contract.

## 1.1 Critical Success Factors

The Service Provider must deliver the Services in a way that achieves the following Critical Success Factors:

- > Services delivered in a technologically contemporary environment and offer ongoing increasing value to the Customer whilst ensuring continuity in quality and delivery of Services;
- > flexibility in delivery of Services to allow for complex Court Room environments;
- > fosters a collaborative relationship that enables effective communication and performance management; and
- > Service Provider accepts responsibility for meeting Customer's objectives and delivers consistent quality of Services service levels.

## 1.2 Purpose of this SOR

The Customer has developed this SOR to provide:

- > a clear definition of roles and responsibilities between the Service Provider and the Customer;

- > clear and measurable service levels and KPIs to indicate what acceptable performance looks like;
- > an agreed framework for contract management and performance management; and
- > a clear escalation process for addressing performance issues.

### 1.3 Services required

The Services include:

- > Recording and Transcription Services, which include
  - Recording Services;
  - In Court Monitoring Services;
  - Transcription Services;
  - Administrative Services; and
  - Transition Services; and
- > AV Support and Maintenance Services, including Transition Services.

The Service Provider must provide the Services to the following courts:

- > the Federal Court of Australia (**FCA**), including Services for Proceedings heard by other courts, tribunals or judicial bodies in which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report)
- > the Family Court of Australia (**FCA**); and
- > the Federal Circuit Court of Australia (**FCC**).

The following organisations may also access the Services at their sole discretion and as required:

- > any other Users authorised by the Customer to use the Court Rooms.



## 2 Recording Services

### 2.1 Service Description

The Recording Services must provide high-quality audio recording files that enable the production of high-quality Transcripts. The Service Provider must further provide Recording Equipment (including adequate redundancy of hardware, state of the art software, the ability to support In-Court Monitoring and all networking equipment/data links required to transfer the audio file to where it is centrally stored) as part of the Recording Services. The Service Provider is responsible for making sure the Recording Equipment is ready for recording, a recording feed is received and for the storage of the produced audio file in a non-proprietary, accessible format (eg mp3 or comparable). The Service Provider is responsible for the management, support and maintenance of all Recording Equipment.

### 2.2 Triggers for this service

The Customer will notify the Service Provider the Business Day prior to the Customer requiring Recording Services by the Service Provider. This may be done by the Customer providing access to the Court List on the website of the FCA, FCC and FCoA, or as otherwise notified by the Customer, FCA, FCC or FCoA.

### 2.3 Locations where Recording Services are required

The Service Provider will be the exclusive provider of the Recording Services in the following Locations:

- > Proceedings heard in Court Rooms at Court Locations as listed at Attachment A for each of FCA, FCoA and FCC– Data Pack;
- > Proceedings heard in Court Locations and Circuit Locations by other courts, tribunals or judicial bodies for which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report); and
- > other locations (for example Hearing Rooms, meeting rooms etc which are not Court Rooms) within the buildings at Court Locations and Circuit Locations listed at Attachment A – Data Pack via portable Recording Equipment, which must be made available by the Service Provider

but, for clarity, the Service Provider will not be the exclusive provider in the above Locations if the circumstances described in this clause below apply

Other Recording Services to be provided by the Service Provider:

- > For those Circuit Locations or other locations where the Service Provider has designed and implemented a solution further described in item 2.5.6 in the table below, the Service Provider must (if requested by the Customer) also provide Recording Services for proceedings held by the Customer inside Court Rooms at those locations

The Service Provider is required to provide the Recording Services in the following circumstances, but may not be the exclusive provider of Services in those circumstances:

- > Remote FCA Proceedings which will include use of portable recording equipment provided by the Service Provider where engaged for those Services
- > Remote FCA Proceedings subsequently heard in Court Locations and Circuit Locations;
- > Teleconferences where the Service Provider or the Customer records the teleconference whether the call facilities are provided by the Customer or the Service Provider;
- > Videoconferences where the Service Provider or the Customer records the videoconference whether the video call facilities are provided by the Customer or the Service Provider; and
- > Court Rooms where any User other than the Customer, the FCA, the FCoA or the FCC is authorised to use the Court Rooms.

## 2.4 The Customer's responsibilities (out of scope for Service Provider)

The Customer is responsible for:

- > providing AV Infrastructure (including as specified in Attachment A – Data Pack) for access by the Service Provider for the performance of the Services;
- > providing network cabling within Court Building (eg building cables between floors and from floor communications room into Court Room);
- > facilitating access to AV Infrastructure for other providers if required;
- > providing accommodation requirements, including furniture and fixtures to enable Services to be undertaken within Court Locations and Circuit Locations where Services are delivered (to be agreed), and for Remote FCA Proceedings where engaged for those Services;
- > advising the Service Provider that Recording Services are required the Business Day prior by 4.30pm. Currently notification for Recording Services for the FCA occurs via the Court Lists downloaded from the FCA, FCC and FCoA websites. Notification for Recording Services for the FCoA and FCC is currently by way of a daily work order;
- > advising of any modification or cancellations that occur after the Court List for the next day has been made available. A booking may be modified or cancelled at least 30 minutes before scheduled commencement of Proceedings without financial penalty to the Customer; and
- > where the information is not available on the FCA's website, or another website notified by the Customer, providing the following information when ordering

Recording Services:

- Name of Matter;
- Matter Number;
- Type of Matter;
- Name of Judge(s) or Registrar;
- Court Room, Hearing Room or other location;
- Date and Time Proceedings are scheduled to commence;
- For FCA Proceedings and FCoA Appeals Division, if In-Court Monitoring Services are not required;
- Registry Contact details; and

— Any special requirements.

Access to Recordings to be in accordance with Attachment D to this SOR

## 2.5 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must provide the Recording Services listed in this Item 2.5 to the applicable Service Level.

#	Requirement	Requirement Description	Court in scope	Service Levels	
				Performance Standard	Performance Target
2.5.1	Booking of recording services	<ul style="list-style-type: none"> <li>&gt; For Court Locations: Design and implement a process for the Customer to order Recording Services up to 4.30pm on the Business Day preceding the Recording Services are required (this notification currently occurs by the Service Provider checking the Court List from the Customer's website)</li> <li>&gt; For Court Locations: Design and implement a process for ordering Recording Services that need to be delivered on the same day the order is placed</li> <li>&gt; For Remote FCA Proceedings Locations: Design and implement a process for the Customer to order Recording Services up to 4.30pm five business days preceding the recording.</li> <li>&gt; For Transcript orders placed by the Customer, Litigant, Non-Party or the Media, design and implement a process by which the Service Provider can identify that those parties have ordered a Transcript of the same Proceeding so that the cost for the Customer of the Recording corresponding to a Transcript order is credited to the Customer. This process is to apply retrospectively if the Court, a Litigant, Non-Party or the Media order a Transcript any time during or after the Proceeding</li> </ul>	All	<p>Instances where a Recording Service at a Court Location was not provided for the full length of the Proceeding even though the Proceeding was listed in the Court List the day preceding the Proceeding</p> <p>Instances where a Recording Service at remote locations was not provided even though the Service Provider was advised five business days in advance</p>	<p>Nil instances</p> <p>Linked to performance consequence (see section 9.3)</p> <p>Nil instances</p>
2.5.2	Cancellation and modification of recording services	<ul style="list-style-type: none"> <li>&gt; Design and implement a process to modify and cancel bookings for Recording Services for up to 30 minutes prior to the scheduled commencement of the Proceeding without financial penalty for the Customer.</li> </ul>	All	Instances where the Customer was charged for a Recording even though the Service Provider was notified at least 30 minutes prior to the scheduled commencement of recording	Nil instances



U	Requirement	Requirement Description	Count in Scope	Service Levels	
				Performance Standard	Performance Target
2.5.3	<b>Setup teleconference</b>	<ul style="list-style-type: none"> <li>&gt; Provide a teleconference service enabling the Customer to dial into a telephone conference and for the teleconference to be recorded. This service should enable multiple parties to dial into a telephone conference.</li> </ul>	All	<p>Dial-in details distributed to participants no later than 2 hours before the scheduled commencement time</p> <p>Instances where a Teleconference was not recorded in its entirety</p>	98% of instances
2.5.4	<b>Audio Monitoring and Start/Stop Recording</b>	<p>The following tasks must be provided by the Service Provider staff completing In-Court Monitoring services (in FCA and FCoA Appeals Division). For Proceedings without In-Court Monitors, the Service Provider must design and implement a process to complete the following tasks remotely:</p> <ul style="list-style-type: none"> <li>&gt; Monitor if the Recording Equipment receives an audio feed from the AV Infrastructure;</li> <li>&gt; Monitor if the Recording Equipment is correctly producing the audio file;</li> <li>&gt; Immediately troubleshoot issues as they occur to ensure consistent quality of Recording;</li> <li>&gt; Activate backup Recording systems;</li> <li>&gt; Notify immediately the relevant Court Registry in the event Recording is likely to be compromised/not possible;</li> <li>&gt; Design and implement a process for Customer personnel located in a Court Room to notify the Service Provider of changes to the start and/or end time for the Recording (eg when the Proceeding start or finish time is early or delayed);</li> <li>&gt; Remote Audio Monitoring to Start/Stop Recording Remotely after notified (where In-Court Monitor present, they will perform the Start/Stop of Recording); and</li> <li>&gt; Design and implement a process to physically indicate to people present in the Court Room that recording has started/ended.</li> </ul>	All	<p>Instances where a Court Registry was not notified of an impact on the recording ability or the quality of the Recording within 15 minutes of the issue occurring</p> <p>Instances where the audio feed was not monitored for the entire length of a Recording</p> <p>Instances where a Proceeding was not recorded in its entirety</p> <p>Instances where the Customer was charged for recording time that occurred outside the actual time of the Proceeding</p> <p>Instances where recording took place but no Proceeding was ongoing</p> <p>Instances where people in a Court Room are not clear whether they are being recorded or not</p>	<p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p>



#	Requirement	Requirement Description	Court In-Scope	Service Levels	
				Performance Standard	Performance Target
2.5.5	<b>Recording Equipment in Court Locations</b>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Provide all Service Provider Equipment necessary to record, or to interface with existing AV Infrastructure in order to record Proceedings, including state of the art recording software;</li> <li>&gt; Provide Service Provider Equipment used for Recording that is capable of satisfactorily recording the voice of a person with a speech impairment. The Service Provider must ensure that the use of any special equipment or facilities is operated in such a way as to treat people with disabilities with courtesy and dignity;</li> <li>&gt; If requested by a participant or the Customer for a certain Court Room, the Service Provider must provide Hearing Aid Loop integration;</li> <li>&gt; Include all network (local area network and wide area network) and data links to transfer produced audio-files to storage facility independent of any Customer owned systems/networks;</li> <li>&gt; Provide a backup Recording system, in case of Service Provider Equipment failure; and</li> <li>&gt; Ensure all Service Provider Equipment can integrate with the Customer's video/teleconferencing facilities if available within a specific Court Room.</li> </ul>	All	<p>Availability of recording equipment during normal Business Hours of recording operation</p> <p>Instances where recording equipment failed and no adequate backup facility was available within 10 minutes</p> <p>Instances where Proceeding had to be Adjourned due to failure in recording equipment</p> <p>Instances where a Proceeding was not recorded in its entirety due to equipment failure</p> <p>Instances where Service Provider Equipment led to poor audio quality which negatively impacted the production of high-quality Transcripts</p> <p>Instances where recording equipment negatively and materially impacted the normal operation of the Customer</p>	<p>99.9%</p> <p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p>
2.5.6	<b>Recording Equipment and Recording Services in Circuit Location</b>	<ul style="list-style-type: none"> <li>&gt; Design a solution and implement a process for providing equipment necessary to record Proceedings at Circuit Locations;</li> </ul>	Circuit Locations	<p>Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 30 minutes of the end of a recording</p>	90% of instances

ID	Requirement	Requirement Description	Court In-Scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>&gt; Ensure the Service Provider Equipment includes Recording Equipment in a self-contained unit that enables the recording and storage of high-quality audio files to produce high-quality Transcripts</li> <li>&gt; Include a process for sound check (see paragraph 2.5.8 of this SOR) of this Recording Equipment</li> <li>&gt; Ability to transfer produced audio files to same storage location as audio files produced in Court Rooms at Customer Locations</li> <li>&gt; Currently the Customer's staff undertake recording at most Circuit Locations through the use of dictation recording device, with the audio uploaded by Customer's staff for transcribing</li> <li>&gt; The Service Provider must provide training and documentation for Customer staff for the use of portable recording equipment.</li> </ul>		<p>Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 24 hours of the end of a recording</p> <p>Instances where recording equipment led to poor audio quality which negatively impacted the production of high-quality Transcripts</p> <p>Instances where a Proceeding was not recorded in its entirety due to equipment failure</p> <p>A current and tested contingency plan to be in place to enable any Service Provider supplied equipment or any component part which fails to be replaced within 8 Business Hours of the failure being notified to the provider</p>	<p>100% of instances</p> <p>Nil instances</p> <p>Nil instances</p> <p>99.9%</p>
2.5.7	Portable recording equipment	<ul style="list-style-type: none"> <li>&gt; Provide all equipment necessary to record Proceedings outside of a Court Room at Court Locations, including Recording equipment and AV equipment in a self-contained unit that enables the recording and storage of high-quality audio files to produce high-quality Transcripts;</li> <li>&gt; Have the ability to transfer produced audio files to same storage location as audio files produced in-Court; and</li> </ul>	All	<p>Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 30 minutes of the end of a Recording</p> <p>Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 24 hours of the end of a Recording</p>	<p>90% of instances</p> <p>100% of instances</p>



#	Requirement	Requirement Description	Court in scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>&gt; For FCA and FCoA Appeals Division, In-Court Monitors must operate any portable recording equipment in Proceedings where In-Court Monitoring Services are required, including in Court Locations where there is no Court AV Infrastructure.</li> </ul>		<p>Instances where Recording Equipment led to poor audio quality which negatively impacted the production of high-quality Transcripts</p> <p>Instances where a Proceeding was not recorded in its entirety due to equipment failure</p> <p>A current and tested contingency plan to be in place to enable any Service Provider supplied Equipment or any component part which fails to be replaced within 8 Business Hours of the failure being notified to the Service Provider</p>	<p>Nil instances</p> <p>Nil instances</p> <p>99.9%</p>
2.5.8	<b>Sound check</b>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Design and implement a process for daily sound checks within every Court Room in Court Locations that have Proceedings scheduled for that day before the commencement of any court Proceedings in each Court Location;</li> <li>&gt; Design and implement a process for sound checks to occur on the day of a scheduled Recording at least 20 minutes before a scheduled Recording;</li> <li>&gt; Ensure that all Service Provider Recording Equipment, including software, is tested for normal operation;</li> <li>&gt; Ensure that all microphones installed are tested with normal speech levels for a duration of at least 5 seconds for each microphone (tapping or clicking is unacceptable) as part of the daily sound checks;</li> <li>&gt; Ensure that all known sources of electronic sound (VCF/DVD/PC/Teleconference) are checked for a minimum of 15 seconds, as part of the daily sound checks; and</li> </ul>	All	<p>Instances where a daily sound check is not conducted by the Service Provider before the commencement of any court Proceedings in each Court Location</p> <p>Instances where a sound check is not conducted by the Service Provider 20 minutes before a scheduled recording</p> <p>Instances where a Court Registry was not notified of an impact on the recording ability or the quality of the Recording before the recording start time</p>	<p>Nil instances</p> <p>Nil instances</p> <p>Nil instances</p>

#	Requirement	Requirement Description	Court In-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>&gt; Notify immediately the relevant Court Registry in the event recording is likely to be compromised/not possible.</li> </ul>			
2.5.9	Audio recording	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Produce high-quality Recording;</li> <li>&gt; Provide Recordings in a non-proprietary, accessible format (eg mp3 or comparable); and</li> <li>&gt; Not charge the Customer for any adjournment or other break (lunch recess or other recess), where the adjournment is of a length of 15 minutes or more.</li> </ul>	All	<p>Quality of Recording</p> <p>Sufficient to produce high quality Transcripts</p> <p>Availability in Court Buildings, Monday to Friday between 8 am and 6 pm on Business Days</p> <p>99%</p> <p>Availability in Court Buildings, outside of the hours specified above</p> <p>80%</p> <p>Availability outside of Court Buildings</p> <p>As agreed</p>	
2.5.10	In-Court audio playback	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Play back the audio in Court of that audio recorded on that same day if requested by Judge, Registrar or relevant presiding officer.</li> </ul>	All	<p>During Proceeding: Playback of recording starting from a Customer specified starting point</p> <p>Within 5 minutes of the request being made</p>	
2.5.11	Transfer audio file to storage location	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Provide a centralised and secure storage solution for Recordings</li> <li>&gt; Provide a centralised and secure solution for storage of Recordings that facilitates access to those Recordings by transcribers;</li> <li>&gt; Ensure that Recordings can be transferred securely and in compliance with the ISM; and</li> </ul>	All	<p>In Court Room recording: Instances where Audio File is transferred from Recording Equipment to central storage location within a timeframe that facilitates the requested turnaround time of the ordered Transcripts</p> <p>99% of instances</p>	



#	Requirement	Requirement Description	Court in Scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>&gt; Develop and implement a process to ensure the secure disposal of all copies of recordings on any recording equipment once the original audio file/recording has been transferred to central storage.</li> <li>&gt; All Recording Services must be delivered onshore, including storage of Recordings.</li> </ul>			
2.5.12	Audio Access for Customer and Audio Portal for Customer	<ul style="list-style-type: none"> <li>&gt; Provide a secure, centralised sound Recording database in the form of an Audio Portal which is accessible by the Customer to Recordings for Judges, Registrars, Judges Associates and other authorised staff of the Customer;</li> <li>&gt; Ensure the Audio Portal allows the Customer to retrieve and play back audio of any recorded Proceeding with a maximum of a 30-minute delay from the spoken word;</li> <li>&gt; Ensure the Audio Portal is secure, and password protected for Customer users. Any changes, modifications or enhancements made to the Audio Portal must involve consultation with the Customer's Contract Manager and must not be effected on the System until such time as the Customer has been able to fully test the changes, modifications or enhancements in the Court's Standard Operating Environment.</li> </ul>	FCA, FCC FCA	Availability of Audio Portal	During Business Hours: 99% Outside of Business Hours: 90%
2.5.13	Access to Recordings	<ul style="list-style-type: none"> <li>&gt; Ensure that Recordings are available to be listened to by persons nominated by the Customer, FCA, FCC or FCoA within the Service Provider's premises (eg through a secure online portal or similar self-service arrangement which is only to be accessed at the Service Provider's premises and not remotely by a Litigant). No copies of Recordings must be handed to these persons and the Service Provider must retain full control over the Recording at all times;</li> <li>&gt; Design a solution for Recordings to be made available to Litigants that limits the resource impact on the Customer, FCA, FCC and FCoA when approval is given to Litigants to have access to audio; and</li> </ul>	All	Instances where an unauthorised person is provided access to an audio file	Nil Instances Linked to performance consequence (see section 9.3)

Service Levels				
#	Requirement	Requirement Description	Court in scope	Performance Standard Performance Target
		<ul style="list-style-type: none"> <li>&gt; The Recording of Proceedings may be provided, on request, to Judges and their staff, Registrars, presiding officer of a User, or other persons authorised by the Customer;</li> <li>&gt; Access to Recordings must only be in accordance with Attachment D to the Statement of Requirements;</li> <li>&gt; Develop and implement a policy (that is to be approved by the Customer) that sets out its procedures for ensuring that Recordings meet the requirements of any court order and confidentiality requirements</li> </ul>		
2.5.14	<b>Additional Requirements for Real Time Proceedings</b>	The Service Provider must: Provide Real Time Recording Equipment, including all required software, where Real Time Services are requested by the Litigants. Refer Attachment C.	FCA	Instances where Real Time Recording Equipment was ordered but not made available by Service Provider with 24 hours' notice  Nil instances
2.5.15	<b>Additional requirement for Remote FCA Proceedings and Native Title Proceedings</b>	Refer to Attachment E	FCA	Instances where Service Provider personnel exhibited behaviour not in line with the Customer's expectations  Nil instances
				Instances where Service Provider personnel are allocated without the appropriate experience undertaking Native Title Recordings  Nil instances

### 3 In-Court Monitoring Services – FCA and FCoA Appeals Division only

#### 3.1 Service Description

In-Court Monitoring Services provide real-time markings about a Recording to create sufficient preparation for Transcripts and enhance their accuracy.

For all FCA Proceedings at Court Locations (other than Adelaide and Canberra) and FCoA Appeals Division, the Service Provider must provide In-Court Monitors in Court Rooms.

For Proceedings taking place in Court Rooms in Adelaide and Canberra, In-Court Monitoring Services must be undertaken from a dedicated In-Court Monitoring Room.

A booking for an In-Court Monitor may be modified or cancelled by the Customer up to 60 minutes before scheduled commencement of Proceedings without financial penalty to the Customer.

#### 3.2 Triggers for this service

The Service Provider must provide this Service for all FCA Proceedings and FCoA Appeals Division Proceedings.

#### 3.3 The Customer's responsibilities (out of scope for Service Provider)

The Customer is responsible for:

- > providing details of Appearances to In-Court Monitor;
- > providing accommodation requirements, including furniture and fixtures to enable Services be undertaken within Court Locations, including In-Court Monitoring Rooms, where Services are delivered (to be agreed); and
- > advising the Service Provider of Recording requirements the day prior by 4.30pm in accordance with section 2.4 of this Statement of Requirements. For those matters listed that are FCA Proceedings or FCoA Appeals Division Proceedings, the In-Court Monitoring Services must be provided.



### 3.4 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must provide the In-Court Monitoring Services listed in this Item 3.4 to the applicable Service Level.

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
3.4.1	<b>Administration services</b>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Maintain a log of the name and location of staff assigned to In-Court Monitoring service for each Proceeding; and</li> <li>&gt; Maintain and retain time sheets as an administrative record.</li> </ul>	<p>FCA: All Proceedings</p> <p>FCoA: Appeals Division</p>	Instances of missing information from logs or timesheet	Nil instances
3.4.2	<b>Cancellation or delay</b>	<ul style="list-style-type: none"> <li>&gt; Delay (less than 1 hour): If delay is expected to be less than 60 minutes and the Service Provider's staff is required to remain in court, "In-Court Monitoring time" will commence from the new scheduled start time</li> <li>&gt; Substantial delay (exceeding 1 hour): the Service Provider's staff may be told by the Customer, FCA, FCC or FCoA that they may return to the office/or is not required: cancellation fee is payable</li> </ul>	<p>FCA: All Proceedings</p> <p>FCoA: Appeals Division</p>	Instances of notification of cancellation or delay less than 60 minutes before scheduled start time	Nil instances
3.4.3	<b>Taking appearances</b>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Use provided record of Appearance to record:               <ul style="list-style-type: none"> <li>— all persons who appeared in the given Proceeding and/or are appearing on behalf of; and</li> <li>— which matter from the Court List they're appearing on.</li> </ul> </li> </ul>	<p>FCA: All Proceedings</p> <p>FCoA: Appeals Division</p>	Instances of missing information in Transcript that was included in the record of Appearance Slip	Nil instances



#	Requirement	Requirement Description	Court in scope	Service Levels	
				Performance Standard	Performance Target
3.4.4	<b>In-court Monitoring</b>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Attend the Court Room 15 minutes prior to the scheduled commencement time for Proceedings;</li> <li>&gt; Remain in the Court Room until the Proceedings are Adjourned;</li> <li>&gt; Maintain a log of all events relevant to the preparation of Transcript;</li> <li>&gt; Availability of a replacement staff member in the event of sickness or other unforeseen absence of a scheduled In-Court Monitor; and</li> <li>&gt; In exceptional circumstances where a scheduled In-Court Monitor or replacement cannot be in Court Room 15 minutes prior to scheduled commencement of Proceedings, the In-Court Monitoring Services will be undertaken remotely for the entire duration of the assigned period as if the In-Court Monitor was in the Court Room.</li> </ul>	<p>FCA: All Proceedings (except for Canberra and Adelaide locations: see below)</p> <p>FCoA: Appeals Division</p>	<p>Instances of the availability of a scheduled staff member or suitable replacement</p>	<p>98% of instances</p>
3.4.5	<b>In-Court Monitoring Room Arrangements</b>	<ul style="list-style-type: none"> <li>&gt; Provide In-Court Monitoring Services for courtrooms 1 and 2 in Adelaide and Court 1 in Canberra in an In-Court Monitoring Room at those Court Locations. The Customer will provide an audio/visual cabling link from those Court Rooms to the In-Court Monitoring Room to enable the In-Court Monitor (remote) to see and hear who is speaking during the Proceeding.</li> </ul>	<p>FCA: Canberra and Adelaide locations</p>	<p>Instances of the availability of a scheduled staff member or suitable replacement</p> <p>Instances where In-Court Monitoring Services are provided remotely as a fall back if a scheduled staff member or suitable replacement not in Court Monitoring Room 15 minutes prior to scheduled commencement</p>	<p>98% of instances</p> <p>100% of instances</p>

3.4.6	<b>Additional Requirements for All Native Title Proceedings in Court Location and Remote FCA Proceedings</b>	> Refer to Attachment E	FCA: All Native Title Proceedings	Instances where a staff member allocated for In-Court Monitor does not have appropriate experience in monitoring Native Title Proceedings to prepare an adequate log for preparation of an accurate transcript	Nil instances
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## 4 Transcription Services

### 4.1 Service Description

Transcription Services must provide accurate manually produced (i.e. not generated by speech to text recognition computer applications) verbatim records of the words spoken by all participants of Proceedings based on high quality audio files produced by the Recording Services and In-Court Monitoring (if applicable). They further include the provision of equipment for Transcription Services, including adequate hardware and software and all networking equipment/data links required and for the storage of the produced Transcript file in a non-proprietary, accessible format (eg Microsoft Word document or PDF).

The Service Provider must develop and implement a policy (that is to be approved by the Customer) that sets out its procedures for ensuring that all Transcripts are a verbatim record, noting Real Time Transcripts may require a process of settling by the Court prior to the issue of a Transcript.

The Service Provider is responsible for operating a functional and user-friendly online website (**Online Ordering Portal**) that allows for the Customer, Litigants (including legal representatives), Media and Non-Parties to request Transcripts of Proceedings. The Service Provider is further responsible for the distribution of Transcripts in hard copy (if requested) and softcopy (the latter in a non-proprietary, accessible format (eg Microsoft Word document and PDF) via an approved file delivery mechanism, eg email) and for ensuring and controlling that Transcripts are only distributed to approved recipients. The default delivery mechanism is softcopy by email.

For a small number of matters, Transcripts or portions of Transcripts may be subject to a Court order restricting access or requiring confidentiality and must be treated accordingly. The Service Provider must develop and implement a policy (that is to be approved by the Customer) that sets out its procedures for ensuring that it meets the requirements of any court order and confidentiality requirements.

The Service Provider's staff, including sub-contractors, must not discuss any aspect of any Proceedings with the Litigants, the Media or with any other person.

### 4.2 Triggers for this service

The Customer, Litigants (including legal representatives, Non-Parties, and Media) will notify the Service Provider of a request for Transcription Services mainly via the Service Provider's Online Ordering Portal.

For Real-Time Transcription Services, the Service Provider will receive notification of requests by the Litigants for this service at least 10 Business Days prior to the Court Sitting/Proceeding in Court Location (Capital City only).

### 4.3 Locations where Transcription Services are required

The Service Provider will be the exclusive provider of the Transcription Services in the following Locations (except as covered by the non-exclusive situations below):

- > Proceedings heard in Court Rooms at Court Locations as listed at Attachment A for each of FCA, FCoA and FCC– Data Pack;
  - > Proceedings heard in Court Locations and Circuit Locations by other courts, tribunals or judicial bodies for which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report); and
  - > other locations (for example Hearing Rooms, meeting rooms etc which are not Court Rooms) within the buildings at Court Locations and Circuit Locations listed at Attachment A – Data Pack via portable Recording Equipment, which must be made available by the Service Provider
- but for clarity, the Service Provider will not be the exclusive provider in the above Locations if the circumstances described in this clause below apply:

Other Transcription Services to be provided by the Service Provider:

- > For those Circuit Locations or other locations where the Service Provider has designed and implemented a solution further described in item 2.5.6, the Service Provider must (if requested by the Customer) also provide Transcription Services for proceedings held by the Customer inside Court Rooms at those locations

The Service Provider is required to provide the Transcription Services in the following Locations, but may not be the exclusive service provider for:

- > Remote FCA Proceedings where engaged for those services;
- > Remote FCA Proceedings subsequently heard in Court Locations and Circuit Locations;
- > Court Rooms where any User other than the Customer, the FCA, the FCoA or the FCC is authorised to use the Court Rooms.



#### 4.4 The Customer's responsibilities (out of scope for Service Provider)

The Customer is responsible for:

- > Advising the Service Provider of changes to the Customer's Transcript Style Guide throughout the Term;
- > Finalising and publishing Judgments. The Service Provider must not provide any Transcripts of Judgments, Draft Judgments, Ex tempore Judgments or Decisions of Registrars to any person unless expressly authorised in writing by the Customer in accordance with Attachment D ;
- > Notifying the Service Provider of when part of a Proceeding is confidential before or during a Court Sitting, including through the making of non-publication and suppression orders; and
- > Determining the protocol for the provision of Transcripts to impecunious Litigants where the justice of the case requires it. In exceptional circumstances, the Court or a Judge may order or direct that a Transcript of the whole or a part of a Proceeding be provided to an impecunious Litigant at no cost and whether the cost be borne by the Court, another party or a third party as well as imposing conditions on the use of that Transcript or requirements in regard to its provision.

#### 4.5 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must provide the Transcription Services listed in this Item 4.5 to the applicable Service Level.

ID	Requirement	Requirement Description	Jurisdiction's in-scope	Service Levels	
				Performance Standard	Performance Target
4.5.1	<b>Administration of Transcription services</b>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>&gt; Design and implement a system to enable the electronic delivery of Transcripts via the internet (for example, email; this will be the main form of delivery);</li> <li>&gt; Design and implement a system to enable the delivery of hardcopies of Transcripts (where explicitly requested when an Order is placed for a Transcript);</li> <li>&gt; Deliver Transcripts to the person or entity that ordered the Transcript within the timeframes specified;</li> <li>&gt; Deliver a complimentary electronic copy of the Transcript to the relevant judicial officer presiding over a Proceeding (i.e. Judges, Registrars) for all Transcripts ordered by a Litigant, Non-Party or the Media;</li> <li>&gt; For orders placed by the Customer, design and implement a process by which the Service Provider can identify that a Litigant, Non-Party or the Media has also ordered a Transcript of the same Proceeding so that the cost for the Customer is waived and the ordered Transcript is treated like a complimentary copy provided. This process is to apply retrospectively if a</li> </ul>	All	<p>Administrative processes described fully in place and operational</p> <p>Instances where the Customer was charged for a Transcript that it should have received as a complimentary copy</p> <p>Number of requests for the Recording corresponding to a nominated Transcript not provided to the Customer within 1 business day</p> <p>Availability of Transcripts stored by the Service Provider to be searched for and retrieved by the Customer</p> <p>Instances where the physical or digital security or the confidentiality of the Transcript was compromised while the file was in control of the Service Provider</p> <p>Instances where the Customer was charged for a Transcript that it should have received as a complimentary copy</p>	<p>By end of Transition</p> <p>Nil instances</p> <p>Nil instances</p> <p>100%</p> <p>Nil instances</p> <p>Linked to performance consequence (see section 9.3)</p> <p>Nil instances</p>

#	Requirement	Requirement Description	Jurisdiction in scope	Service Levels	
				Performance Standard	Performance Target
		<p>Litigant, Non-Party or the Media order a Transcript any time during or after the Proceeding;</p> <ul style="list-style-type: none"> <li>&gt; Design and implement a process by which Transcripts can be ordered by persons who do not have access to the Internet (eg via telephone, or in person, etc);</li> <li>&gt; On written request or authority of the Customer, provide the Customer or a person authorised by the Customer with access to the Recording that a Transcript has been made from in accordance with Attachment D</li> <li>&gt; Provide all equipment necessary to store all electronic Transcripts and make the content of stored electronic Transcripts searchable and retrievable by each of the courts;</li> <li>&gt; Provide all necessary physical and digital security in compliance with the Contract to ensure preservation of privacy and control of access to Recordings and Transcripts to authorised persons only;</li> <li>&gt; Develop and implement a process to ensure the secure disposal of all copies of Recordings on any Equipment used by transcribers once Transcript is produced;</li> <li>&gt; Develop and implement a policy (that is to be approved by the Customer) that sets out its procedures for ensuring that Transcripts meets the requirements of any court order and confidentiality requirements; and</li> <li>&gt; The Service Provider must provide Transcription Services onshore and in accordance with the Customer's security requirements outlined in the Contract and at section 10 of this SOR.</li> </ul>		<p>Number of requests for the Recording corresponding to a nominated Transcript not provided to the Customer within 1 business day</p> <p>Availability of Transcripts stored by the Service Provider to be searched for and retrieved by the Customer</p> <p>Instances where the physical or digital security or the confidentiality of the Transcript was compromised while the file was in control of the Service Provider</p>	<p>Nil instances</p> <p>100%</p> <p>Nil instances Linked to performance consequence (see section 9.3)</p>
4.5.2	Online Order System	<ul style="list-style-type: none"> <li>&gt; Design and implement an online ordering system service that allows the Customer, Litigants, Non-Parties and Media to order Transcripts of Proceedings, including a secure payment mechanism for orders not placed by the Customer</li> </ul>	All	Availability of Transcript Online Order Portal	<p>During Business Hours: 99%</p> <p>Outside of Business Hours: 90%</p>



#	Requirement	Requirement Description	Jurisdiction(s) In scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>&gt; Allow for "standing orders" where a Transcript can be ordered for all successive days of Proceedings</li> <li>&gt; For each order provide a time-stamp when received, the calculated date/time of delivery based on the requested turnaround and the actual delivery date and time</li> <li>&gt; Provide a unique order/tracking number for each Transcript order</li> <li>&gt; Clearly state for each ordered Transcript the turnaround time agreed</li> <li>&gt; Ensure the progress of an ordered Transcript can be tracked on the Ordering Portal (at a minimum progress status to be displayed is "order received", "Transcription commenced", "Transcript tracking for on-time delivery", "Transcript delayed", "Transcript delivered" "Estimated Delivery Date")</li> </ul>			
4.5.3	Requirements relating to all Transcript orders	<ul style="list-style-type: none"> <li>&gt; Design and implement a system for providing Transcripts of Recordings made in a Proceeding manually produced (i.e. not generated by speech to text recognition computer applications) which are accurate in content and form for all types of transcript turnaround times requested in this SOR</li> <li>&gt; Provide all equipment necessary to produce Transcripts</li> <li>&gt; Provide sufficient capacity and capability to produce quantities of Transcripts (see Attachment A ) within the timelines required by the Customer</li> <li>&gt; Where Transcript is not delivered in accordance with specified timeframes the Customer, Litigant or other ordering party only pays for the level of turnaround time received.</li> </ul>	All	Processes described fully in place and operational	By end of Transition
4.5.4	Real-time Transcription	<ul style="list-style-type: none"> <li>&gt; Provide In-Court reporters skilled in the use of stenotype or other real-time text technologies and all equipment necessary to produce Transcripts of Proceedings 'live' with low noise generation in the Courtroom and an online</li> </ul>	FCA	Availability of Real-Time Transcription Services at FCA locations within 10 Business Days of request	99%



R	Requirement	Requirement Description	Jurisdiction in Scope	Service Levels	
				Performance Standard	Performance Target
		<p>system for recipients of Real-Time Transcriptions to view the Transcription content appear continuously in Real Time in accordance with Attachment C</p> <ul style="list-style-type: none"> <li>&gt; Finalised Transcript of morning court session delivered to the Customer by no later than 30 minutes following resumption of the hearing following the luncheon adjournment</li> <li>&gt; Finalised Transcript of afternoon session delivered to the Customer by no later than two (2) hours following the adjournment to each day's hearing the portion that occurred after luncheon and before day's adjournment.</li> </ul>		<p>Delay between Proceeding content and Transcription content appearing via online system no more than 10 seconds</p> <p>Availability of online system to view Real-Time Transcripts</p> <p>Finalised Transcripts of morning court session delivered following resumption of the hearing following the luncheon adjournment</p> <p>Finalised Transcript of afternoon session delivered to the Customer following the adjournment to each day's hearing the portion that occurred after luncheon and before day's adjournment</p> <p>Final edited version of Transcript to be delivered with 98% accuracy</p> <p>Instances of noise from Service Provider's equipment being too loud and causing disruption to Proceedings</p>	<p>95% within 10 seconds 100% within 30 seconds</p> <p>100%</p> <p>90% within 303 minutes 100% within 606 minutes</p> <p>90% within 120 minutes 100% within 150 minutes</p> <p>100% with agreed accuracy</p> <p>Nil instances</p>
4.5.5	Same Day Progressive Transcripts	<ul style="list-style-type: none"> <li>&gt; Order placed by 10.00am local time at the location in which the Proceeding is taking place and on the day of the Proceeding</li> </ul>	All	Availability of progressive same day Transcription Services at FCA locations for orders placed by 10am	95%

ID	Requirement	Requirement Description	Jurisdiction In-Scope	Service Levels	
				Performance Standard	Performance Target
4.5.6	<b>Same Day Transcripts</b>	<ul style="list-style-type: none"> <li>&gt; Draft transcript of the morning session delivered prior to commencement of the afternoon session (usually 2.15pm)</li> <li>&gt; Final Transcript of the whole day delivered by 6pm on the day of the Proceedings</li> <li>&gt; Where Proceedings are heard or commenced after 4.15pm, the final Transcript of that portion of the Proceeding to be delivered by midday the next Business Day, unless otherwise agreed in writing</li> <li>&gt; Order placed by 10.00am local time at the location in which the Proceeding is taking place and on the day of the Proceeding.</li> <li>&gt; Final Transcript of the whole day delivered by 6pm on the day of the Proceeding.</li> <li>&gt; Where Proceedings are heard or commenced after 4.15pm, the final Transcript of that portion of the Proceeding to be delivered by midday the next Business Day, unless otherwise agreed in writing</li> </ul>	All	Same day progressive Transcripts delivered within 60 minutes of end of Proceeding Where Proceedings heard or commenced after 4.15pm, the final Transcript of that portion of same day progressive Transcripts to be delivered by midday the next Business Day, unless otherwise agreed in writing	90% within 60 minutes 100% within 90 minutes  Linked to performance consequence (see section 9.3)
				Availability of same day Transcription Services at FCA locations for orders placed by 10am	95%
				Same day Transcripts delivered within 60 minutes of end of Proceeding For Proceedings heard or commenced after 4.15pm, the final Transcript of that portion of same day Transcripts to be delivered by midday the next Business Day, unless otherwise agreed in writing	90% within 60 minutes 100% within 90 minutes  Linked to performance consequence (see section 9.3)
4.5.7	<b>Transcripts with longer turnaround time</b>	<ul style="list-style-type: none"> <li>&gt; Produce Transcript from the Recording of the Proceeding in accordance with the turnaround times set out under the Performance Standards of this section.</li> </ul>	All	<p><b>Next day turnaround:</b> If a Transcript of this type is ordered it must be delivered to the purchaser by 10 Business Hours after the order is placed (except where the order is placed at 8am, where the order must be delivered on or before 8am the next Business Day)</p> <p>Where multiple days of Transcript is ordered by the Customer on a next day turnaround, Transcript will be due one per day on consecutive days.</p>	<p>95% of Transcripts with this order type delivered on time and with the agreed quality</p> <p>Linked to performance consequence (see section 9.3)</p> <p>KPI for delivery is linked separately to each days' delivery.</p>

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#	Requirement	Requirement Description	Jurisdictional scope	Service Levels	
				Performance Standard	Performance Target
4.5.8	<b>Ex Tempore Judgments and Decisions by Registrars</b>	<ul style="list-style-type: none"> <li>&gt; In instances where a Judge delivers an Ex-Tempore Judgment, the Service Provider must insert into the Transcript a statement that the Ex Tempore Judgment was delivered</li> <li>&gt; In instances where a Registrar gives reasons for a Decision, the Service Provider must insert into the Transcript a statement that a Decision by a Registrar was delivered</li> <li>&gt; The wording and format of the above statements with respect to Ex Tempore Judgments and Reasons for Decisions will be advised/approved by the Customer</li> <li>&gt; The Service Provider must not transcribe the Ex Tempore Judgment or reasons for a Decision of a Registrar, unless directed in writing by the Customer, and must not sell or otherwise provide Transcriptions of Judgments or Decisions to any Litigant, Non-Parties, and the Media otherwise unless approved by the Customer in writing. Ex Tempore Judgments are not subject to release under the <i>Freedom of Information Act 1982</i> (Cth). See Attachment D.</li> </ul>	All	Instances where an Ex-Tempore Judgment is included in a Transcript or a Decision of a Registrar is included in a transcript	<p>Linked to performance consequence (see section 9.3)</p> <p>Nil instances</p>
4.5.9	<b>Draft Judgments</b>	<ul style="list-style-type: none"> <li>&gt; If requested by the Customer, the Service Provider is to transcribe Draft Judgments which were recorded by a Judge inside a Court Room or otherwise provided to the Service Provider for transcribing (see 4.5.10 below) outside of normal Proceedings</li> <li>&gt; Draft Judgment Transcripts must not be sold or otherwise provided to the Litigants, the Public or any other person and are not subject to release under the <i>Freedom of Information Act 1982</i> (Cth)</li> </ul>	FCoA FCC	<p>Instances where an unauthorised person is provided access to a transcribed Draft Judgment</p> <p>Where audio files are uploaded for the purposes of producing Draft Judgments, turnaround time is within 30 business hours of order being placed.</p>	<p>Nil</p> <p>Nil instances</p> <p>95% of Transcripts with this order type delivered on time and with the agreed quality</p>



#	Requirement	Requirement Description	Jurisdictional multiple	Service Levels	
				Performance Standard	Performance Target
4.5.10	Transcripts from audio files where audio file was not produced by the Service Provider	<ul style="list-style-type: none"> <li>&gt; Design and implement an online service for easy to use upload and management of dictation style recordings (which were not recorded via Recording Services as described in this document)</li> <li>&gt; Produce and provide Transcripts from Recordings sent to or uploaded by a Court Associate and recorded (eg on a dictation recording device).</li> </ul>	FCoA, FCC	As per requirements for "Transcription from audio recording with longer turnaround time"	
4.5.11	Transcripts from Customer Video/Teleconferences	<ul style="list-style-type: none"> <li>&gt; Design and implement an online service for easy to use upload and management of Video/Teleconference recordings by the Customer</li> <li>&gt; Design and implement a process for acquiring access to Customer Video/Teleconferences to capture digital audio recordings directly when the Video/Teleconference system in use is not the Service Provider's</li> <li>&gt; Produce and provide Transcripts of recordings from Customer Video/Teleconferences.</li> </ul>	All	<p>Instances where the Service Provider is able to connect to a Customer Videoconference or Teleconference</p> <p>98%</p> <p>Instances where the Service Provider is unable to produce a Transcript from a recording made during a Videoconference or Teleconference</p> <p>Nil instances</p>	
4.5.12	Additional requirements for Native Title Proceedings and Remote FCA Proceedings	<ul style="list-style-type: none"> <li>&gt; See Attachment E.</li> </ul>	FCA	<p>Accuracy of indigenous word spelling</p> <p>95%</p> <p>Instances where the Service Provider or its staff member allocated to a task does not follow instructions of the Customer relating to Native Title Proceedings</p> <p>Nil instances</p>	

#### 4.6 Format requirements

The Service Provider must provide Transcripts in accordance with Attachment B, which includes the Customer's Transcript Style Guide, containing formatting requirements for all Transcripts for FCA, FCoA and FCC. The Customer's Transcript Style Guide may change during the Term and the Service Provider must provide the Transcription Services in accordance with any new Transcript Style Guide requirements within 10 Business Days of the Customer notifying the Service Provider.

#### 4.7 Poor audio

Where the Service Provider has not made a Recording for the Customer and the Service Provider is of the view that the quality of the Recording is poor, the Service Provider will immediately advise the Customer, in writing at the time that the Recording has been identified as poor.

Where the Customer agrees that the quality of such a Recording is poor:

- (a) the Customer will, at its sole discretion, either authorize the completion of the Transcript by the Service Provider or provide a better Recording to the Service Provider; and
- (b) where the Customer has authorized the completion of the Transcript by the Service Provider based on the poor audio, the Service Provider will be entitled to charge a fee for poor audio in accordance with Schedule 3 of the Contract.

If the Customer elects to provide a better quality recording to the Service Provider for Transcription, the time for delivery of the Transcript will run from the time and date of receipt by the Service Provider of the revised Recording.

#### 4.8 Emerging technology and future savings

During the Term of the Contract, the Service Provider must actively investigate and pursue ways to reduce the Charges to the Customer and Litigants for Transcription. This may include, but is not limited to, Speech to Text, the reduction of human intervention in the creation and production of transcript or a combination of both. Other alternatives should be actively investigated. Implementation of any method to reduce Charges to the courts and Litigants will only be by agreement of the Customer and must have no impact on the quality or agreed Performance Standards of the Services.

The Service Provider must provide a report quarterly indicating what measures the Service Provider has undertaken to meet these obligations.

## 5 Administrative Services

### 5.1 Service Description

Administrative Services refer to all tasks involved in the centralised management of the Customer's records and facilitating compliance with appropriate legislative and reporting requirements. The Service Provider is responsible for the maintenance, accessibility, storage, retrieval and disposal of all Recordings, Transcripts and associated files.

The Service Provider must handle all of the Customer's records with security and integrity, and in compliance with the appropriate Commonwealth standards, guidelines and relevant legislation, including but not limited to the National Archives of Australia and the Customer's Records Authorities.

Note that during the course of the Contract, the retention and disposal requirements are likely to change following a new entity-wide Records Authority being agreed.

### 5.2 Triggers for this service

The Service Provider must provide the Administrative Services in the following circumstances:

- > the end of a recorded Proceeding;
- > upload of any files generated by In-Court Monitors for a Proceeding, or for the purposes of delivering In-Court Monitoring Services for a Proceeding;
- > completed Transcripts;
- > request for retrieval of Records;
- > request for consulting services by the Customer; and
- > requirements met by relevant guidelines (for example, destroy a record 10 years after it was stored to comply with the Records Authority direction).

### 5.3 The Customer's responsibilities (out of scope for Service Provider)

The Customer is responsible for:

- > defining the Customer's Records Authorities and make available to Service Provider;
- > providing any relevant templates, registers or formats required for Administrative Services, including contents required for invoicing;
- > reporting to the National Archive of Australia; and
- > archiving of certain records with the National Archive of Australia.

## 5.4 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must provide the Administrative Services listed in this Item 5.4 to the applicable Service Level.

#	Requirement	Requirement Description	Jurisdictions in scope	Service Levels	
				Performance Standard	Performance Target
5.4.1	<b>Storage and retrieval</b>	<ul style="list-style-type: none"> <li>&gt; Provide and implement secure archival storage which meets legislative requirements and industry standards</li> <li>&gt; Access to archival storage must be restricted, subject to the direction of the Customer</li> <li>&gt; The Service Provider must maintain, in a format to be approved by the Customer, a register of Proceedings Recorded and/or Transcribed, including the location of Recording/Transcription, dates, times and output, and such register be available at any time for inspection by the Customer</li> <li>&gt; Provide storage for the Term of the Contract for all sound Recordings, Transcripts, disks, notebooks, registers and associated material generated by the Service Provider during the term of the Contract in accordance with the Customer's Records Authorities</li> <li>&gt; Facilitate quick and efficient retrieval of stored files</li> <li>&gt; The Service Provider must store all of the Customer's Records in an onshore location.</li> </ul>	All	<p>Instances of non-compliance (eg where industry standards are not met including security requirements)</p> <p>Instances where a Recording, Transcript or associated file that requires storage was not stored</p>	<p>Nil instances</p> <p>Nil instances</p>
5.4.2	<b>Archiving</b>	<ul style="list-style-type: none"> <li>&gt; Provide Records for archiving in accordance with the arrangements established by the Customer</li> <li>&gt; Implement a process to liaise with the Customer and facilitate the transfer of the following files to the Customer for the purposes of them being archived within the National Archives of Australia in accordance with the <i>Archives Act 1983</i> (Cth):</li> </ul>	All	Instances of missed Customer records required to be retained for National Archives	Nil instances



#	Requirement	Requirement Description	Justification in Scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>— All Native Title cases, including all case Records from initiation to finalisation</li> <li>— Records documenting formal swearing in and/or farewell ceremonies for Judges and Officers of the Court (includes Recordings where ordered and published by the Customer, and Transcripts of Proceedings)</li> <li>— as identified in the Customer's Records Authorities and as otherwise updated from time to time in accordance with the applicable court's Records Authority</li> </ul>			
5.4.3	<b>Retention and Disposal of Records and Equipment</b>	<ul style="list-style-type: none"> <li>&gt; All Records must be kept for a minimum period of 10 years after which they were created, after which time they may be destroyed or erased except for Records identified by the Customer which must be returned to the Customer for archiving purposes as noted in clause 5.4.2.</li> <li>&gt; All retention and disposal requirements are to be in accordance with the Customer's Records Authorities and as otherwise updated from time to time in accordance with the applicable court's Records Authority.</li> <li>&gt; Provide and implement a process of notifying the Customer of Records which are to be disposed of in accordance with the relevant Records Authority and seeking written authorisation by the Court prior to any disposal or transfer of Records. All Records must be disposed of in accordance with the PSPF and <i>Archives Act 1983</i> (Cth)</li> <li>&gt; Ensure that before any IT equipment is disposed of that has been used to hold electronic Records that it is sanitised of any residual data in accordance with the Australian</li> </ul>	All	<p>Instances where a Customer record was disposed of without authorisation or request by the Customer</p> <p>Nil instances</p>	<p>Nil instances</p> <p>Instances where a Customer record was not kept for the time period prescribed by the Customer without authorisation or request by the Customer</p> <p>Nil instances</p>

Service Levels				
Requirement	Requirement Description	Jurisdictions in-scope	Performance Standard	Performance Target
	Government Information Security Manual, provided by the Australian Signals Directorate.		Instances where IT equipment is disposed of without prior sanitation of residual data in accordance with Australian Government policy	Nil Instances
5.4.4 Training Services	<ul style="list-style-type: none"><li>&gt; Provide training for Customer staff who are interfacing with systems put in place by the Service Provider to deliver the Services (eg the Online Ordering Portal, access to audio Recordings, etc)</li><li>&gt; Provide information around Services and processes for the purpose of staff induction</li></ul>	All	Instances where the Service Provider does not provide staff training within 10 Business Days of notification of need	Nil instances
5.4.5 Ad hoc Consulting services	<ul style="list-style-type: none"><li>&gt; Provide consulting services or other advice in respect of development of Court Rooms and the requirements to integrate the equipment necessary to deliver Recording Services, following request for quote for such services from the Customer</li></ul>	All	Instances where consulting services were not provided when requested timeframe	Nil instances
5.4.6 Invoicing	<ul style="list-style-type: none"><li>&gt; Provide invoicing on a monthly basis for Recording and Transcript requests. The invoicing should be:<ul style="list-style-type: none"><li>— for Recordings undertaken and Transcripts produced that are charged to the Customer (as per Sections 2-4)</li><li>— linked to the Recording booking and Transcript request system for ease of cross-referencing</li><li>— itemised and broken down by jurisdiction, judicial officer and location.</li></ul></li></ul>	All	Instances where invoices are correct without requirement of amendments	98% of instances

#	Requirement	Requirement Description	Jurisdiction in scope	Service Levels	
				Performance Standard	Performance Target
5.4.7	<b>Register</b>	<ul style="list-style-type: none"> <li>&gt; Maintain a register, in a format approved by the Customer, of operations undertaken by the Service Provider for this Contract. This includes but is not limited to all Proceedings recorded and/or transcribed, including the location of Recording or Transcription, dates, times and output</li> <li>&gt; Maintain a register of all Records destroyed/ disposed</li> <li>&gt; Ensure availability and accessibility to register for inspection by the Customer at any reasonable time</li> </ul>	All	Instances where register contains correct information	98% of instances
5.4.8	<b>Reporting and contract management</b>	<ul style="list-style-type: none"> <li>&gt; Provide reporting as outlined in this SOR</li> <li>&gt; Provide Contract management as outlined in this SOR</li> </ul>	All	Instances where reports are submitted on time and in full	98% of instances
				Instances where contract management meetings occur when and as described in this SOR	98% of instances

## 6 AV Support and Maintenance Services

### 6.1 Service Overview

The Service Provider must provide Maintenance Services for all AV Equipment provided by the Service Provider, as well as all other AV Infrastructure, in order to:

- > provide a single point of contact for support of all AV Infrastructure;
- > provide technical support in the required responses times;
- > provide specialised support personnel and resources;
- > minimise downtime and impact on scheduled Proceedings; and
- > provide regular reporting.

The impact of failure of AV Infrastructure includes poor Transcript quality, loss of recordings, loss of functionality, interruption or delay of Proceedings, conferencing issues and audio anomalies. Mission critical AV and AV systems such as those in the Court Rooms require regular maintenance in order to ensure:

- > maximum uptime and reliability;
- > audio intelligibility and correct gain structure;
- > functionality, calibration and effectiveness;
- > control system capabilities; and
- > useful service records and logging for long term analysis.

The Service Provider must provide AV Support and Maintenance Services for the following AV Equipment owned by the Customer:

- > Sound reinforcement AV Infrastructure including:
  - Room automation control system;
  - DSP and Amplifiers;
  - Audio Switching; and
  - Microphones;
- > Video Conference AV Infrastructure including:
  - Unified Communications bridge;



- Video CODEC and video switching;
- Cameras and Monitors;
- > Evidence Display AV Infrastructure including:
  - VCR/DVD players;
  - Document readers;
  - Court Room projectors and additional monitors; and
  - HDMI evidence distribution network.
- > All other AV Infrastructure as detailed in Attachment A of this SOR - Data Pack.
- > In addition to the ongoing maintenance of AV Infrastructure the Service Provider must provide a replacement service for smaller equipment. The Service Provider must identify all failing or at-risk AV equipment and propose appropriate standardised replacement equipment for increased support levels and long term reliability. The Service provider must notify the Contract Manager of the proposed replacement parts and will act as the Customer's agent for required procurements acting in accordance with the requirements of the Commonwealth Procurement Rules, as advised and outlined by the Customer. Replacement will be completed on a time and materials basis. Any replacements will be scoped and costed by the Service Provider and approved by the Customer. Implementation of the replacement will be made in accordance with the Customer's Change Management Process.
- > The replacement of larger equipment must be referred to the Customer by the Service Provider for procurement by the Customer in accordance with the Commonwealth Procurement Rules.

The Service Provider must maintain a Help Desk to act as a centralised point of contact for the reporting, management and resolution of Faults. The Customer does not have a preference for a dedicated or non-dedicated Help Desk team. However, it is important that Help Desk operators understand and have an appreciation for the complexities of the courts and how they operate. Help Desk Services are to be delivered onshore.

The Help Desk will be responsible for the co-ordination and resolution of all requests in the scope of the Contract, including but not limited to:

- > Preventative maintenance services
- > Fault rectification and reactive maintenance including replacements.

The Customer has classified priorities based on the Information Technology AV Infrastructure Matrix below. Core equipment functionality that has failed and causes a Court Room to be unable to sit is considered the highest priority. If the Customer can proceed without the service being restored, through use of a quick fix, such as restarting a piece of equipment, using a secondary failover device or workaround, then the Fault will be reprioritised as a 'Medium' or 'Low' and is responded to without further interruption to the Customer.

The below priority matrix below is to be applied to the Contract:

		Impact		
Urgency	High	High	Medium	Low
		AV system is not functional	AV systems is not functioning as normal, but secondary system or workaround in place	Does not interfere with normal activities, operation can continue
	High	Court sitting in progress	Medium	Low
	Medium	Court scheduled but time remains to respond without impacting Proceeding	Medium	Low
	Low	Court not scheduled to sit within 72 hours	Low	Low

The Service Provider must classify each fault based on the above priority matrix. The Customer reserves the right to make the final determination of the priority of the

fault. The Service Provider must ensure that response and diagnosis timeframes are as follows:

Priority	Response Time	Diagnosis Time
High	100% within 30 minutes	95% within 60 minutes from initial service call. 100% within 2 hours from initial service call.
Medium	100% within 30 minutes	95% within 2 hours from when access to court is available. 100% within 4 hours from initial service call.
Low	100% within 4 hours	95% within 4 hours from when access to court is available. 100% within 8 hours from initial service call.

If a quick fix/repair/workaround cannot be performed during the Diagnosis Time, the Fault is considered a Major Fault and additional repair time must be provided. This can include a Fault where an entire component needs to be replaced. How a Major Fault is resolved is dependent on who supplied the equipment, it is under warranty,

and if the equipment is in scope, as defined below.

Type	Equipment Type	Response	Resolution Target
A	Services, software and components purchased and installed by the Service Provider and under warranty	Service, equipment and components replaced by the Service Provider	Time to supply under warranty + 1 week
B	Services, software and components were not purchased through the Service Provider, but warranties are in place with third parties and supporting agreements accessible	Warranty and component details provided by the Customer to the Service Provider to resolve with third party supplier	Time to supply under warranty + 1 week
C1	Equipment is not in warranty and estimated replacement value greater than \$10,000 Inc GST	Fault and component details provided to the Customer, with recommendation by the Service Provider on product replacement	N/A
C2	Equipment is not in warranty and estimated replacement value less than \$10,000 Inc GST	Service Provider to recommend to Customer product replacement. Service Provider to source and replace product.	Time to agree replacement product, procure, and supply + 1 week
D	Equipment not defined in Attachment A – Data Pack or not in scope	Fault and component details provided to the Customer to resolve with third party supplier	N/A

## 6.2 Triggers for this service

The Service Provider is required to provide these Services on:

- > any planned maintenance date;
- > a fault occurring on a piece of equipment;
- > a total failure of a piece of equipment, requiring replacement; and
- > on request from the Customer for replacement.

The Service Provider must operate the Help Desk during Business Hours (in each location where Services are provided) and an after-Business Hours contact number for urgent matters.

## 6.3 The Customer's responsibilities (out of scope for Service Provider)

The Customer is responsible for:

- > Approval of replacements;
- > Data or Voice systems and services used to provide connectivity for audio and video conferencing;
- > building power, data and environmental factors that may inhibit the performance of the AV and AC systems;
- > any equipment not listed in Attachment A – Data Pack;
- > Approvals for procurement processes and engagement of Subcontractors; and
- > Approvals for terminations of Subcontractors.



## 6.4 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must provide the AV Support and Maintenance Services listed in this Item 6.4 to the applicable Service Level.

Item	Requirement	Requirement Description	Jurisdictional In-Scope	Service Levels	
				Performance Standard	Performance Target
6.4.1	<b>Preventative Maintenance Services</b>	<ul style="list-style-type: none"> <li>&gt; Develop preventative maintenance schedule and tasks for the Customer's approval</li> <li>&gt; Use of local onsite technicians or subcontractors to provide weekly scheduled preventative maintenance including but not limited to:               <ul style="list-style-type: none"> <li>— System status and readiness</li> <li>— Microphone input sign and routing</li> <li>— Video conferencing</li> <li>— Room automation control system</li> <li>— Recording outputs</li> <li>— Sound reinforcement</li> <li>— Ensure portable recording equipment and AV Infrastructure is in working order</li> </ul> </li> <li>&gt; Use of local onsite technicians or subcontractors to provide twice per year scheduled preventative maintenance including but not limited to:               <ul style="list-style-type: none"> <li>— AV Equipment system user tests, including Sound Reinforcement and Proceeding Assistance system</li> <li>— Hardware configuration analysis</li> <li>— Analysis of audio and video quality from the installed systems</li> </ul> </li> </ul>	All	<p>Identification of audio Faults and anomalies before Business Hours</p> <p>Weekly checks prioritised by the sitting schedule</p> <p>Evidence of avoidable expenditure resulting from inadequate preventative maintenance</p> <p>Disruptions to Court Room operations attributable to inadequate preventative maintenance</p>	<p>100%</p> <p>100%</p> <p>No obviously avoidable expenditure</p> <p>Nil instances</p>



#	Requirement	Requirement Description	Jurisdiction In-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>— Calibrations to supported equipment, or recommendations for vendor supported equipment to meet best practices</li> <li>— Software and firmware updates where supported and permitted, as required and approved by the Customer</li> <li>— Equipment repairs where possible where no additional costs are involved</li> <li>— Advice on any identified WHS breaches for installed equipment</li> <li>— Update user documentation as required</li> <li>— Meet with key staff to discuss issues, general feedback</li> <li>— Detailed status report on checks performed, outcomes and recommendations</li> </ul>		Any re-work required completed promptly at no charge to the Customer	100% compliance
		<ul style="list-style-type: none"> <li>&gt; For software and firmware advise the Customer of critical updates and new solutions that may improve productivity and performance of installed systems</li> <li>&gt; Regular preventative maintenance testing is in addition to the daily test Recordings and sound checks required in addition to the sound check required under paragraph 2.5.8 in this SOR above</li> <li>&gt; Provide advice on remedial works as required and urgent works raised as a Fault</li> <li>&gt; Preventative maintenance will be scheduled around Court Room availability and priority. For the weekly test this should be prioritised by the sitting schedule in the Court listings. For the biannual site visit the Service Provider will need full access to a Court Room and the systems, therefore the Service Provider will need to schedule the</li> </ul>		Instances of non-compliance with regulations and codes	Nil deviations
				Maintenance conducted in accordance with original equipment manufacturer's specification	100% compliance unless prior approval obtained from the Customer
				Evidence of over-servicing	No over-servicing

#	Requirement	Requirement Description	Jurisdictions in scope	Service Levels	
				Performance Standard	Performance Target
		<p>visit with registry staff during periods when each Court Room is not in use.</p> <ul style="list-style-type: none"> <li>&gt; Validate and maintain a full inventory of AV Infrastructure</li> </ul>			
6.4.2	<b>Reactive Maintenance Services</b>	<ul style="list-style-type: none"> <li>&gt; Receive requests, allocate to a job (work order) and log via the Help Desk</li> <li>&gt; Identify work requirements</li> <li>&gt; Prioritise work</li> <li>&gt; Where the Customer's responsibility, forward to the Customer for rectification</li> <li>&gt; Where the Service Provider responsibility, allocate work to the on-site technician or Subcontractors</li> <li>&gt; Monitor and follow-up all work / requests until completed to satisfaction of the Customer Representative and staff</li> <li>&gt; Close out work order</li> <li>&gt; Review delivery and performance of Subcontractor including satisfaction of Customer staff.</li> </ul>	All	<p>Number of requests unactioned or unduly delayed beyond predetermined response times</p> <p>Instances of works requiring follow up maintenance due to poor maintenance work</p> <p>Instances of non-compliance with regulations and codes</p> <p>Disruptions to Court Room operations attributable to poorly planned maintenance</p> <p>Disruptions to Court Room operations attributable to poor maintenance work</p> <p>Evidence of over-servicing</p>	<p>No more than 1%</p> <p>No instances of Subcontractors being paid for follow up work as a result of poor maintenance work</p> <p>Nil deviations</p> <p>Nil unless permission obtained from the Customer Representative</p> <p>Nil instances</p> <p>No over-servicing</p>
				Customer complaints resolved in five business days	< 5 per year not resolved in five business days and all resolved in no more than twenty business days

ID	Requirement	Requirement Description	Jurisdiction In-scope	Service Levels	
				Performance Standard	Performance Target
6.4.3	<b>Help Desk</b>	<ul style="list-style-type: none"> <li>&gt; Provide facility to receive, action and monitor requests through to completion from the Customer during Business Hours</li> <li>&gt; Monitor/track requests to completion including 'chasing' Subcontractor when delayed</li> <li>&gt; For works resulting from requests, follow up post completion to check quality/timeliness of work and to survey client satisfaction before closing each request</li> <li>&gt; Record details of requests, works completed and customer satisfaction to manage Technician and Subcontractor performance</li> <li>&gt; Provide after-hours call out service for mobilising necessary Subcontractors</li> <li>&gt; Report on the performance of the Help Desk and work order status as required</li> <li>&gt; Design and implement an escalations process and agree with the Customer.</li> <li>&gt; The Help Desk as a minimum is to provide the below triaging of Faults when it is being initially logged:               <ul style="list-style-type: none"> <li>— Determine priority</li> <li>— Resolve issue remotely where possible</li> <li>— Determine the correct action or point for escalation as required</li> <li>— Create an auditable trail of communication</li> <li>— Track and report on Faults to closure.</li> </ul> </li> </ul>	All	<p>Per cent of requests unactioned or unduly delayed beyond predetermined response times</p> <p>Per cent achievement of response and diagnosis timeframes</p> <p>Calls to the Help Desk answered during Business Hours</p> <p>Emails to the Help Desk responded to during Business Hours</p> <p>Other specific Help Desk Performance Measures determined in conjunction with Service Provider</p>	<p>No more than 1%</p> <p>As outlined in the SOR</p> <p>98% within 2 minutes, 100% within 5 minutes</p> <p>98% within 30 minutes, 100% within 60 minutes</p> <p>Standards to be agreed eg. per cent calls unanswered average call answering times requests not followed up</p>
6.4.4	<b>Reporting</b>	Monthly and Quarterly reporting on issues, risks and trend analysis with recommendations	All	Report monthly	100% of the time



#	Requirement	Requirement Description	Jurisdictions In-scope	Service Levels	
				Performance Standard	Performance Target
6.4.5	<b>Replacement Services</b>	<ul style="list-style-type: none"> <li>&gt; Acting as the Customer's Agent replace faulty or damaged equipment at the direction of the Customer's Contract Manager or CIO with appropriate written approval</li> <li>&gt; Updating the agreed equipment register</li> <li>&gt; Prepare business case for the Customer's review if the Service Provider believes equipment requires replacement</li> <li>&gt; As required, arrange for the acquisition of new equipment, including but not limited to:               <ul style="list-style-type: none"> <li>— providing advice on the procurement of equipment</li> <li>— developing tender documentation and specifications as required</li> <li>— procure equipment in accordance with the Commonwealth Procurement Rules (CPRs)</li> <li>— define acceptance testing, including test cases and acceptance criteria</li> <li>— participating in product evaluations (if no conflict of interest exists)</li> <li>— ensure the appropriate authority with the Customers has signed off on the procurement prior to making final purchase</li> <li>— ensuring safe and appropriate installation</li> </ul> </li> <li>&gt; As required, prepare assets for disposal including but not limited to:               <ul style="list-style-type: none"> <li>— identifying surplus equipment</li> <li>— compiling list of surplus equipment for disposal</li> <li>— preparing disposals plans for approval including market valuations where required</li> <li>— disposing of equipment</li> </ul> </li> </ul>	All	<p>Equipment register maintained and up to date</p> <p>Acquisitions completed within agreed timeframes and budget</p> <p>Items procured comply with the Customer's standards</p> <p>Unauthorised departures from procurement protocols</p> <p>Assets disposed within agreed timeframes</p>	<p>100% of the time</p> <p>100% compliance unless prior approval obtained from the Customer</p> <p>100% compliance</p> <p>Nil</p> <p>100% compliance unless prior approval obtained from the Customer</p>



#	Requirement	Requirement Description	Jurisdiction in scope	Service Levels	
				Performance Standard	Performance Target
		— secure destruction of any data storage.			
6.4.6	<b>On-site Technicians</b>	<ul style="list-style-type: none"> <li>&gt; On-site technicians are required in Sydney (one person to cover all three locations), Melbourne, Adelaide and Brisbane Registries</li> <li>&gt; On-site technicians optional at all other locations</li> <li>&gt; Available between 8am and 5pm Monday to Friday</li> <li>&gt; Provide coverage for any absences</li> </ul>	All	Instances of on-site technicians being unavailable	Nil, unless approved by the Customer
6.4.7	<b>Subcontractors</b>	<ul style="list-style-type: none"> <li>&gt; The Service Provider is required to manage local Subcontractors to provide AV Support and Maintenance Services at Registries that do not have an on-site technician or in periods when there are no technicians on site (eg after hours or to cover short term absences)</li> <li>&gt; Procurement, Renewal and Termination of Subcontractors, including but not limited to:               <ul style="list-style-type: none"> <li>— Manage all aspects of the procurement of Subcontractors</li> <li>— Procure/engage other suppliers and expertise as required in accordance with the CPRs</li> <li>— Obtain legal sign-off of documentation where required by the Customer</li> <li>— Submit preferred tenderers for approval by the Customer</li> </ul> </li> </ul>	All	Instances of subcontractors being unavailable  Number of requests either not actioned or unduly delayed beyond predetermined response times  Disruptions to Court Room operations attributable to the performance of subcontractors  Unauthorised departures from procurement protocols	Nil, unless approved by the Customer  No more than 1%  Nil instances  Nil instances

#	Requirement	Requirement Description	Justifications (if scope)	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> <li>— Renew contracts with existing providers where they provide best value</li> <li>— Terminate contracts following approval from the Customer</li> <li>— Establish and monitor Panel arrangements as required</li> <li>— Site and retain copies of relevant insurances.</li> </ul> <p>&gt; Subcontractor Management, including but not limited to:</p> <ul style="list-style-type: none"> <li>— Ensure appropriate induction of all Subcontractors, including for WHS and Help Desk procedures</li> <li>— Maintain database of Subcontractors</li> <li>— Administer all aspects of the Building Service contracts with respect to AV Support and Maintenance</li> <li>— Manage the performance of Subcontractors</li> <li>— Manage the relationships between the Customer and Subcontractors</li> <li>— Ensure subcontractors adhere to the confidentiality and IT security requirements defined by the Customer</li> <li>— Review invoices received from Subcontractors and certify for payment as appropriate.</li> </ul>		<p>Per cent of Subcontractors with documented current contracts, insurances and evidence of workers' compensation</p> <p>Expired contracts with subcontractors</p> <p>Contracts to reflect current industry best practice and accepted standards</p> <p>Number of Sustained Complaints raised by Subcontractors to the Customer</p> <p>Availability of documented service agreements with Subcontractors for performance management</p> <p>Number of issues escalated to the Customer that could have been resolved by Service Provider.</p> <p>Instances of incorrect payments to Subcontractors for incomplete work, work requiring rectification or work not performed</p>	<p>100%</p> <p>Nil instances</p> <p>No unauthorised significant departures from widely accepted standards</p> <p>Nil complaints</p> <p>100% for contracts longer than one month or in excess of \$20,000</p> <p>Nil issues escalated</p> <p>Nil instances unless required by contract with Subcontractor</p>

## 7 Transition Services

### 7.1 Transition in

The Service Provider must provide the Transition Services. The Transition-in Plan must be developed by the Service Provider for Acceptance by the Customer prior to the Commencement Date of the Contract, to ensure the Service Provider can deliver full Services as outlined in this SOR from the Commencement Date.

The Transition Services must be phased over a period from the Commencement Date of the Contract as detailed in the agreed Transition-in Plan, while ensuring:

1. minimal disruption to the Customer's business operations;
2. the incoming Service Provider can adequately understand and absorb the many facets of the Services required; and
3. all processes, systems and procedures are in place to guarantee performance to service levels from the Commencement Date.

During Transition-in, the Court's existing Contractor delivering the Services will continue to provide Services to the Customer to ensure a smooth transition for the Customer and a continuation of these business-critical services.

### 7.2 The Customer's responsibilities (out of scope for Service Provider)

The Customer will monitor and where necessary facilitate the Transition Services being undertaken by the Service Provider by:

- > working with the incoming Service Provider to develop an agreed Transition-in Plan;
- > working with the outgoing Service Provider to develop an agreed Transition-out Plan;
- > working with the incoming and the outgoing Provider to transfer any pre-existing material (such as Transcripts and recordings) if required;
- > working with the incoming provider to identify processes to integrate with any other service providers, eg for Native Title Recordings/Transcripts;
- > monitoring progress against the Transition-in Plan;
- > facilitating access to available information for the Service Provider;
- > participating in the development and implementation of a Stakeholder Communications Plan;
- > providing direction to the Service Provider in understanding the overall strategic priorities of the Customer; and

- > providing direction in respect of relevant policy parameters, business rules and priorities relevant to the provision of services by the Service Provider.

### 7.3 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must ensure that Transition-in is completed in accordance with the agreed Transition-in Plan and delivers the full range of Services as specified by the Commencement Date, including by:

- > reporting to the Customer on a weekly basis (at a minimum and in a format agreed by the Customer) of the progress against each Transition Task;
- > ensuring the Customer is consulted and kept fully informed in respect of all aspects of Transition; and
- > ensuring adequate resources are engaged during the Transition In period to ensure completion of all Transition Tasks in accordance with the agreed Transition Plan.

The Customer has identified a number of Transition Services that are critical to the effective Transition of Services. These Transition Services are covered by a separate Transition Fee and are therefore not paid on an ongoing basis throughout the Term. The Transition-in Plan will provide a more detailed plan to ensure all Transition Tasks, including those not listed below, are conducted in order to achieve a seamless transfer in Service delivery from the existing provider to the Service Provider. Each task is expected to be completed by the end of the Transition In period, unless prior approval has been provided by the Customer.

Any substitution of the Recording Equipment included in the Upgrade as set out below will only be permitted where:

- (a) It is of the same or higher quality; and
- (b) Is subject to the prior written approval of the Customer.

#### **Recording Equipment Upgrade : FCA, FCoA and FCC**

The Service Provider must upgrade and install all Recording Equipment in each Courtroom for FCA, FCoA and FCC listed in Attachment A Data Pack as follows:

##### > **Service Provider Equipment**

- 2 x Server-grade recording PCs including windows 10 LTSB with Bitlocker
- 8-channel, broadcast-quality soundcards, compatible with balanced audio signals up to +24dBu
- Low-noise and low-power componentry
- Audio and connectivity patch panel
- Standalone playback speaker where needed
- Slim 3U equipment rack to house the equipment, unless mounted into an existing AV rack
- Power distribution, audio and data patch cabling, and supporting network components required to connect to the installed AV system and Auscript's private network
- Emergency recording button



- An in-room FTR Clock
- Windows 10 LTSB with BitLocker
- FTR Gold Recording Suite (latest version)
- Bitdefender anti-virus software
- Advanced Out Of Band management
- For large Sites (12 Courtrooms or more), a site server installed alongside Auscript's onsite network router in a communications room or riser. The server is rack-mounted format(1U).
  - RAID on system drives for increased reliability and availability
  - MS Servicer OS (Server 2k19)
  - Bitdefender Antivirus
  - Out of Band Management

> **In Court Monitoring peripherals (FCA and FCoA Appeals Division courtrooms)**

The Service Provider must upgrade and install additional Recording Equipment in each Courtroom for FCA and FCoA Appeals Division courtrooms listed in Attachment A Data Pack as follows:

- In-court monitoring peripherals (FCA and FCoA Appeals Division courtrooms)
- Ultra-quiet "Soft touch" keyboard
- Micro form factor PC (mounted to the LCD)
- Slimline LCD display
- Closed headphones

> **Service Provider Portable Equipment**

The Service Provider must upgrade and provide the Portable Equipment that meets the following specifications:

**Basic Portables**

- Marantz PMD661 MKIII solid-state recorder
- 3 x condenser boundary microphones (omnidirectional)
- XR microphone cables, including 2:1 Y cable
- Ruggedised carry case with custom foam insert

- Spare SD card
- Headphones and adaptor

**Advanced Portables**

- Compact laptop
- Windows 10 Enterprise
- Full disk encryption
- FTR Gold Recording suite Version 6
- Bitdefender antivirus
- Built-in 4G modem and Telstra service
- Cisco AnyConnect VPN and Web security
- 8 channel professional USB audio interface
- 8 x Audio Technica U857Q-H microphones with foldable stands
- Zoom h4n Pro handheld Recorder
- Spare SD cards
- XLR microphone cables
- Power board
- Headphones
- Ruggedised portable case.

The Transition Services includes establishing and setting up the secure network, technicians to complete the installations, travel to all sites to commission, deploy and test all infrastructure and its integration to any Customer systems, including the AV Infrastructure and includes the requirements listed below:

Requirement	Requirement Description
Transition Planning	> By contract execution, develop a Transition-In Plan in accordance with this SOR for the Court's Acceptance
	> In the Transition-In plan, define acceptance testing processes that demonstrate finalisation of Transition-In and readiness for full commencement of Services ( including test cases and acceptance criteria)
	> By end of Transition-In, develop a Transition-Out Plan in accordance with this SOR for the Court's Acceptance

Contract Management	<ul style="list-style-type: none"><li>&gt; Develop Open Items Register</li><li>&gt; Develop reporting formats in conjunction with the Customer</li><li>&gt; Establish Relationship Management Group and Contract Management Group meeting timeframes and agendas</li><li>&gt; Confirm first year KPIs</li><li>&gt; Collect and verify historic data for benchmarking and reporting purposes.</li></ul>
All other Services	<ul style="list-style-type: none"><li>&gt; In conjunction with the Customer ensure all nominated and relief staff receive training</li><li>&gt; Develop and agree processes and procedures by which the Services will be provided to the Customer</li><li>&gt; Develop and agree systems and forms/templates to support the provision of Services</li><li>&gt; Review and understand the Customer's policies, compliance requirements, security policies and other policies in place</li></ul>

Requirement	Requirement Description
	<ul style="list-style-type: none"> <li>&gt; Work with the Customer to update the AV Infrastructure Technology Asset Register and agree the final list of assets in scope for AV Support and Maintenance Services</li> <li>&gt; Work with the Customer to install all required hardware (eg recording equipment, network links, etc) in Court Rooms</li> <li>&gt; Work with the Customer to put all required IT Security risk mitigations into place</li> <li>&gt; Make available Online Ordering Portal</li> <li>&gt; Define a change management process for the introduction of new processes, improved processes and new technology. This must include the definition of appropriate acceptance testing processes that demonstrate finalisation of the Change and readiness for deployment into the delivery of Services (including test cases and acceptance criteria)</li> <li>&gt; Establish Disaster Recovery Plan (including for source code and documentation), Business Continuity Plan, Data Protection Plan and Risk Management Plan</li> <li>&gt; Other tasks identified by the Service Provider in their Transition-in Plan.</li> </ul>

## 7.4 Transition Out

This section outlines the Customer's expectations for the management of the Transition-Out Period.

It is intended that Transition be phased over a three month period before the end of the Contract Term, the Service Provider must ensure:

- > minimal disruption to the Customer's business operations
- > all Intellectual property, documentation and any other document developed during the Contract Term, is handed to the Customer without delay
- > the incoming Service Provider can adequately understand and absorb the many facets of the Services required.

The approach to Transition will be in accordance with the Transition-Out Plan developed by the Service Provider and approved by the Customer.

## 7.5 The Customer's responsibilities (out of scope for Service Provider)

The Customer will monitor and where necessary facilitate the Transition Tasks being undertaken by the Service Provider by:

- > working together with the outgoing Service Provider to facilitate the execution of the Transition-Out Plan;
- > monitoring progress against the agreed Transition-Out Plan; and



- > facilitating handover of intellectual property.

## 7.6 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider must ensure that Transition-Out is completed in accordance with the agreed Transition-Out Plan and that it is able to deliver the full range of Services until the last day of the Term. The Service Provider will:

- > report to the Customer on a weekly basis (at a minimum and in a format agreed by the Customer) of the progress against each Transition Task;
- > ensure the Customer is consulted and kept fully informed in respect of all aspects of Transition; and
- > ensure adequate resources are engaged during the Transition Period to ensure completion of all Transition Tasks in accordance with the agreed Transition-Out Plan without impact on ongoing Service delivery.

## 8 Contract Management

This section details the Customer's structure and tasks relating to contract management.

### 8.1 Contract governance

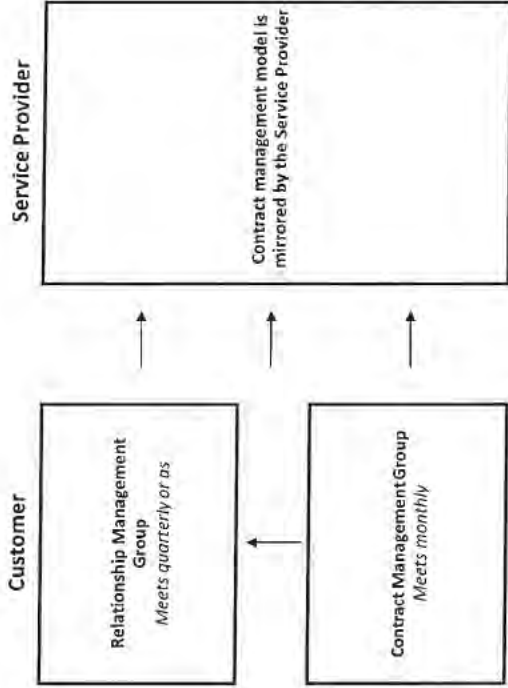
The Customer's requirements, philosophy and approach to management of the relationship and governance of the Contract are described in this section. It is important that the Service Provider understands the Customer's requirements and provides adequate resources to undertake the governance and reporting required.

The Customer intends to manage the Contract using a contract governance philosophy and framework that:

- > recognises both parties' roles and responsibilities in achieving successful contract outcomes
- > reinforces the commitment by both the Customer and the Service Provider to work together to provide quality customer service
- > develops and maintains close working relationships between the Customer and the Service Provider at all levels that are open, honest and focused on the customer.

## 8.2 Contract management structure

The Customer’s proposed contract management structure is depicted in the diagram below. The Service Provider is expected to have a structure that mirrors the Customer’s structure providing clear lines of reporting and communication between both parties.



The Customer will appoint a Contract Manager (the Customer’s Representative) as a single point of contact to the Service Provider. The Customer reserves the right to appoint alternate or additional points of contact during the term of the Contract, with written notice.

## 8.3 Contract meetings

The Customer will meet with the Service Provider to manage the Contract as follows

- > Quarterly Relationship Management meeting – to discuss strategic issues, the overall health of the relationship and agree any variations; and
- > Monthly Contract Management meeting – to discuss Service Provider performance and status reports.

Further details of each meeting are provided below.

Performance focus	Who	Purpose
Relationship Management and achievement of CSFs	<ul style="list-style-type: none"> <li>&gt; The Customer's Contract Governance Manager</li> <li>&gt; The Customer's Contract Performance Manager (the Customer's Representative)</li> <li>&gt; Service Provider's Relationship Manager</li> <li>&gt; Others as identified by the Customer</li> </ul>	<ul style="list-style-type: none"> <li>&gt; determine the overall health of the relationship and success of the Contract</li> <li>&gt; consider matters referred to it by the Contract Management Group</li> <li>&gt; refer matters to the Contract Management Group</li> <li>&gt; review progress of the Contract deliverables</li> <li>&gt; consider and approve material variations to the Contract</li> <li>&gt; review KPIs on annual basis (eg if they still apply, if the targets are set correctly, etc)</li> <li>&gt; liaise with stakeholders</li> </ul>
Contract Management and review of KPI performance	<ul style="list-style-type: none"> <li>&gt; The Customer's Contract Performance Manager (the Customer's Representative)</li> <li>&gt; Service Provider's Service Delivery Manager (Service Provider's Representative)</li> <li>&gt; Others as identified by the Customer</li> </ul>	<ul style="list-style-type: none"> <li>&gt; review the status of deliverables under this Contract</li> <li>&gt; considering complaints from the complaints monitoring system</li> <li>&gt; reviewing the quality of the services and any remedial measures required</li> <li>&gt; reviewing matters arising from the services including any proposed variations (including material variations) and date changes</li> <li>&gt; reviewing conflicts of interest that arise and the proposed actions</li> <li>&gt; reviewing any staff issues that arise</li> <li>&gt; matters to be referred to the Relationship Management Group</li> <li>&gt; liaise with stakeholders.</li> </ul>

All meetings will be chaired by the Customer. The Service Provider must provide secretariat services for each meeting. These secretariat services will include:

- > arrangement of meetings as required;
- > development of agendas;
- > recording, circulation and confirmation of minutes; and
- > maintenance of an Open Items Register.



Without waiting for the next meeting of the Relationship Management Group or Contract Management Group, the Service Provider's Service Delivery Manager (Service Provider's Representative) must report immediately to the Customer's Representative on any actual, perceived or expected problems which may have a material impact on the cost to the Customer or on the delivery or operation of the Services. If the report is first given orally, the Service Provider's Representative must promptly confirm the report in writing to the Customer's Representative.

All costs associated with meetings required under the Contract and the SOR and of attending to the matters arising which require their action or attention will be at each party's own cost.

8.4 Contract reporting

The Customer requires a series of reports in order to manage and monitor the performance of the Service Provider. The Service Provider must have a single point of contact responsible for meeting the Customer's reporting requirements, including those listed in this section and other operational reports outlined throughout this document and ad hoc reports requested by the Customer from time to time.

The Service Provider must meet the reporting obligations in a timely manner while ensuring accuracy and consistency. The Service must be dynamic and be able to meet the Customer's changing reporting needs.

The Service Provider must provide the following reports:

Requirement	Description	Service Levels	
		Performance Standard	Performance Target
Quality Report - Recording	<p><b>For the preceding month, provide a summary of:</b></p> <ul style="list-style-type: none"><li>&gt; number of hours of Proceedings recorded during Business Hours and after Business Hours in total and by location and by court (FCA, FCoA and FCC)</li><li>&gt; number of Proceedings held that were not recorded in full but were included in the Court List the day before the Proceedings and the Service Provider was not notified in writing by the Customer that the recording was no longer required</li><li>&gt; number of instances where a person not authorised to listen to a specific audio file did in fact listen to that audio file</li><li>&gt; number of hours of Proceedings scheduled to be recorded</li><li>&gt; number of on the day changes to recording times requested</li></ul>	Monthly, by the 5th Business Day of the next month	Pass

	<ul style="list-style-type: none"> <li>&gt; complaints received regarding the Recording Services</li> </ul> <p><b>For each Proceeding recorded show the:</b></p> <ul style="list-style-type: none"> <li>&gt; location and Judge or Registrar</li> <li>&gt; if a change to the recording time or location was requested on the day</li> <li>&gt; scheduled vs. actual recording time</li> <li>&gt; number of hours recorded during Business Hours and after Business Hours if cancellation occurred, timestamp of cancellation notification and resulting cancellation charges.</li> </ul> <p><b>For the preceding month and financial year to date provide a summary report on:</b></p> <ul style="list-style-type: none"> <li>&gt; Time in Court for In-Court Monitoring</li> <li>&gt; Number of sittings per Judge/Registrar (sitting is any time in court on one particular day)</li> <li>&gt; Number of recording hours per Judge/Registrar</li> <li>&gt; Average recording hours per day per Judge/Registrar</li> <li>&gt; Total cost of recordings per Judge/Registrar.</li> </ul> <p>Note that detailed statistics on Recording Services must be maintained in registers (see section 5.4.7)</p>		
<b>Quality Report – Transcripts Report</b>	<p><b>For the preceding month, provide a summary of:</b></p> <ul style="list-style-type: none"> <li>&gt; number of Transcripts ordered by Customer (showing each court: FCA, FCoA, FCC), Litigants, Non-Parties, Media and others</li> <li>&gt; Judges Transcript Orders and Registrar Transcript Orders by Folio, broken down by FCA, FCoA, FCC</li> <li>&gt; Judges sitting day reports</li> <li>&gt; percentage of folios delivered that contained Errors</li> <li>&gt; percentage of Transcripts delivered by turnaround time within the requested/ordered turnaround time</li> <li>&gt; percentage of Transcripts delivered by turnaround time after the requested/ordered turnaround time</li> </ul>	Monthly, by the 5th Business Day of the next month	Pass

	<ul style="list-style-type: none"> <li>&gt; total revenue generated through sales of Transcripts, by breakdown between each of the courts, Litigants, non-Parties, Media and others</li> <li>&gt; complaints received regarding the Transcription Services from Customer and Litigants and others</li> </ul> <p><b>For each Transcriber show the:</b></p> <ul style="list-style-type: none"> <li>&gt; number of transcribed folios</li> <li>&gt; the number of transcribed folios with 0 errors</li> <li>&gt; the number of transcribed folios with 1 error</li> <li>&gt; the number of transcribed folios with between 2 and 5 errors</li> <li>&gt; the number of transcribed folios with more than 5 errors.</li> </ul> <p>This report should be anonymised so that the name of the Transcriber is replaced with an alias, eg "Transcriber 8" but performance can still be tracked month to month for that individual.</p> <p><b>For each Transcript ordered show the:</b></p> <ul style="list-style-type: none"> <li>&gt; date and time it was ordered</li> <li>&gt; details of the person and organisation that has ordered it</li> <li>&gt; requested/ordered turnaround time</li> <li>&gt; the actual date and time of delivery</li> <li>&gt; if the actual turnaround time exceeded the requested/ordered turnaround time</li> <li>&gt; if the order was placed by the Customer</li> <li>&gt; the number of Litigants the Transcript was sold to</li> <li>&gt; if any Errors were reported relating to the Transcript</li> <li>&gt; revenue generated through sales of the Transcript.</li> </ul> <p><b>For the preceding month and financial year to date provide a summary report on:</b></p> <ul style="list-style-type: none"> <li>&gt; Total cost of transcripts per Judge/Registrar</li> </ul>	
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	Note that detailed statistics on Transcription Services must be maintained in registers (see section 5.4.7)		
<b>Performance against the Contract Report</b>	<ul style="list-style-type: none"> <li>&gt; Service Provider self-assessment of KPIs (does not include assessment of Service Levels. These are only to be reported on upon request)</li> <li>&gt; Service Provider to indicate activities undertaken to meet obligations to investigate emerging technology and future savings</li> <li>&gt; All relevant logs, registers, summaries</li> </ul>	Quarterly, by the 5th Business Day of the next quarter	Pass
<b>Client satisfaction Report</b>	<ul style="list-style-type: none"> <li>&gt; Survey to determine satisfaction with service provision/delivery</li> <li>&gt; Clients surveyed must be at least 50% Customer users (for this purpose, Customer users means staff engaged or employed by the Customer)</li> <li>&gt; Summary of all sustained complaints received</li> </ul>	After six months, 12 months and annually every year thereafter, by the 20th Business Day after the end of the period	Pass
<b>Maintenance summary report (if in scope)</b>	<ul style="list-style-type: none"> <li>&gt; Summary of preventative maintenance undertaken, any identified problems, areas for improvement, reactive maintenance / call outs (including response times), help desk usage</li> <li>&gt; Including relevant logs/registers</li> </ul>	Monthly, by the 5th Business Day of the next month	Pass
<b>Ad hoc reports as requested</b>	<ul style="list-style-type: none"> <li>&gt; Anything relevant to the Customer to assist in making informed decisions regarding the contract</li> <li>&gt; May include the actual performance against Service Levels as stated in this SOR</li> </ul> <p>From time to time the Customer may require ad hoc reporting and deliverables. Where the report is directly related to a Service under this Contract (for example reporting against specified Service Levels) the report will be at no additional cost to the Customer. Where the report is outside of the scope of the Service Provider's Services under this Contract, the Customer will seek a quote before engaging the Service Provider.</p>	As requested	Pass

In addition to the contract management reports listed in this section the Service Provider must also provide a range of operational reporting on a regular and ad hoc basis.



From time to time the Customer may require, and the Service Provider must deliver, ad hoc reporting and deliverables. Where the report is directly related to a Service under this Contract (for example reporting against specified Service Levels) the report will be at no additional cost to the Customer.

## 9 Performance management

The Customer intends to manage this Contract using a performance management philosophy and framework that:

- > is transparent, flexible and customer focused; and
- > has an emphasis on self-reporting by the Service Provider on Key Performance Indicators (KPIs).

The Service Provider must comply with the performance management framework including the Critical Success Factors and Key Performance Measures to ensure the overall objective of a successful relationship between the Service Provider and the Customer is achieved.

### 9.1 Critical success factors

The Critical Success Factors (CSFs) articulate goals that demonstrate the Service Provider's level of achievement against the Customer's key objectives and the Service Provider's ability to demonstrate performance. These may be addressed in meetings assessing the Service Provider's performance of the contract, and will act as a guide to the success of the relationship and contract. They will form part of the basis for the Customer when making any decisions about Contract Extensions that may be available under the Contract.

The CSFs are identified in the table below:

CSF	Content
CSF 1	Services delivered in a technologically contemporary environment and offer ongoing increasing value to the Customer whilst ensuring continuity in high quality and delivery of Services
CSF 2	Flexibility in delivery of Services to allow for complex Court Room environments
CSF 3	Foster a collaborative relationship that enables effective communication and performance management
CSF 4	Service Provider accepts responsibility for meeting Customer's objectives and delivers consistent quality of Services.

## 9.2 Key performance indicators

KPIs are to be measured by the Service Provider and reported quarterly in the "Performance against the Contract" report (section 8.4 of the SOR). KPIs serve as indicators of performance achievement towards the CSFs. Performance against KPIs will be assessed on the basis of 'pass' or 'fail' by the Service Provider and agreed with the Customer.

The Customer and the Service Provider will review the KPIs at the anniversary date of the contract to ensure they are relevant and align with the Contract's objectives and requirements. KPIs will only be changed by mutual agreement and any changes must be finalised no later than one month after the anniversary date of the contract.

The following table describes the KPIs the Service Provider must meet.

CSF	KPI	Description	Target	Methodology
CSF 1	1	Standardise service delivery, leverage available technology and overall improve the way the services are delivered	Min.1 per quarter	Recommendations raised in writing to the Customers contract manager, reviewed and approved by the Customer for implementation
	2	Percentage of Transcripts delivered within agreed timeframes that were recorded in Remote FCA Proceeding	90%	Measured monthly, based on the "Quality Report – Transcripts". Defined as "Number of Transcripts recorded outside of a Court Room delivered within the timeframe specified when it was ordered" / "Total Number of Transcripts recorded in outside of a Court Room ordered"
	3	Instances where the actions of the Service Provider's personnel impede Customer operations (including instances where on the day changes can't be accommodated, requested audio recordings can't be found on time, data breaches, confidentiality and other compliance requirements)	Nil	Measured monthly, based on substantiated complaints received.
CSF 3	4	Overall satisfaction of Court Judges and Customer Contract Management Team with the Service Provider service	80%	Six monthly (in first year) or annual (in all subsequent years) survey conducted by the Service Provider based on contact details of Customer Staff provided by the Customer. Questions to be defined by the Customer.

CSF	KPI	Description	Target	Methodology
CSF 4	5	Instances where a complaint can be directly attributed to the actions of the Service Provider, as determined by the Customer	Nil	Measured monthly, based on substantiated complaints received.
	6	Regular reporting, contract management and timely resolution of issues raised	95%	Measured monthly. Provision of reporting requested in section 9.3 of this SOR by the 5th business day of the month for the previous month
	7	Percentage of Transcripts delivered within the timeframes specified when Transcript was ordered	95%	Measured monthly, based on the "Quality Report – Transcripts". Defined as "Number of Transcripts delivered within the timeframe specified when it was ordered" / "Total Number of Transcripts ordered"
	8	Instances where Transcript quality and accuracy is negatively impacted by audio quality, including stored audio and annotation files unable to be located	Nil	Measured monthly, based on substantiated complaints received, and self-reporting by the Service Provider
	9	Number of (as defined in section 9.4 of this SOR) errors in a Transcript	No more than 1 per 100 words (folio)	Measured and applied monthly for each Court, based on an audit of 20 transcripts from each of the FCA, FCoA and FCC selected at random by the Customers' nominated auditor, with 2 folios from each transcript selected at random by the auditor checked for errors. Defined as "Number of errors found" / 40
	10	Availability of online Order Portal to all users attempting to access at any given time	99.9%	Measured monthly based on self-reporting by the Service Provider



### 9.3 Consequences to not achieving KPIs or Service Levels

If the following KPIs or Service Levels are not met by the Service Provider, the following Service Credits and other consequences will apply.

All performance in relation to the KPIs will be reported on a monthly basis by the Service Provider with the Rebate and Reward period to be calculated quarterly as agreed. For all orders for Services placed after the cut-off the Service Provider will use best endeavours to provide the Service, but a failure to do so will not be considered as non-performance under the Contract and will not inform KPI's or the Rebate/Reward performance model applicable to KPIs as described in this SOR.

#### 9.3.1 Service Levels pertaining to availability of Recording

Service Levels regarding the availability of Recordings are critically important to the Customer. If a Proceeding held in a Court Room is included in the Court List at 4.30pm on the day before the Proceeding but is not recorded by the Service Provider in full, a total Service Credit of 5% on all Charges for Services provided to the Customer within the month of the event occurring is to be applied unless the Customer notified the Service Provider that the a Recording was no longer required.

In the event that a missed Recording occurred due to a responsibility outside of the Service Provider, that missed Recording event will not be included for the purposes of calculating the KPI.

#### 9.3.2 Service Levels pertaining to the confidentiality of Recordings and Transcripts

Service Levels regarding the confidentiality of Recordings and Transcripts are critically important to the Customer. If a person other than an employee of the Customer or the Service Provider gains unauthorised access to a Transcript and/or an audio file (including any Transcript or Recording that is confidential) that was recorded by the Service Provider and is unable to be remedied to the satisfaction of the Customer , a total Service Credit of 5% on all Charges for Services provided to the Customer within the month of the event occurring is to be applied unless the Customer advised in writing that the person in question was authorised to listen to that specific audio file and/or gain access to the Transcript.

#### 9.3.3 Service Levels pertaining to quality of Transcripts

Service Levels regarding the quality of Transcripts are critically important to the Customer. If the actual number of Errors within a Folio exceeds the number of Errors stated as acceptable in this SOR, the Service Provider must not charge for the Transcription of that Folio and is to rectify the identified Error(s) at no charge.

KPIs pertaining to the quality of Transcripts

The KPIs pertaining to the quality of Transcripts as provided in clause 4.5 of the SOR will attract the following Reward and Rebates:

- A Rebate of 0.5% of the Charges for Transcripts paid for by the Customer for the month in which the event occurred will apply if the Service Provider achieves a KPI of anything less than 98% and a Reward of 0.5% of the Charges for Transcripts paid for by the Customer for the month in which the event occurred will apply if the Service Provider achieves a KPI above 99.5%.
- if the Service Provider fails to meet the KPI for 3 consecutive periods, where one period is 1 month, then a Rebate of 5% of the Charges for all Transcripts paid for by the Customer in that third period will apply.

#### 9.3.4 Service Levels pertaining to turnaround time of Transcripts

Service Levels regarding the turnaround time of Transcripts are critically important to the Customer. If the actual turnaround time is longer than the requested turnaround time when the order was placed, the Service Provider must not charge more than the fee that would have applied if the actual turnaround time was ordered.

KPIs will be measured based on all Transcripts ordered by the Customer and will be set for each Transcript turnaround time separately for each of the FCA and FCoA/FCC in each month. The KPIs pertaining to the turnaround time of Transcripts as provided in clause 4.5 of the SOR will attract the following Reward and Rebates:

Timeframe of Transcript turnaround	Standard	Reward	Rebate
Same Day Progressive	90%	If the Service Provider achieves a KPI of 98% or above – a 0.5% Reward, calculated based on the Same Day Progressive Transcript Charges charged to the Customer within the month of the event occurring will apply	Where the Service Provider is below 90%, a 0.5% Rebate will be applied, and is calculated based on the Same Day Progressive Transcript Charges charged to the Customer within the month of the event occurring will be applied
Same Day, Next day and Day and a half	95%	If the Service Provider achieves a KPI of 98% or above – a 0.5% Reward, calculated based on the Same Day, Next Day and Day and a half Transcript Charges charged to the Customer within the month of the event occurring will apply	If the Service Provider achieves a KPI of between 93% to 80.1% a 0.5% Rebate, calculated based on the Same Day, Next Day and Day and a half Transcript Charges charged to the Customer within the month of the event occurring will be applied  Where the Service Provider is below 80% a 1% rebate, calculated based on the Same Day, Next Day and Day and a half Transcript Charges charged to the Customer within the month of the event occurring will be applied

3 and 5 day	98%	If the Service Provider achieves a KPI of 99% and above – a 0.5% Reward, calculated based on the 3 and 5 day Transcript Charges charged to the Customer within the month of the event occurring, will apply	<p>If the Service Provider achieves between 97% to 80.1% a 0.5% Rebate, calculated based on the 3 and 5 day Transcript Charges charged to the Customer within the month of the event occurring will be applied.</p> <p>Where the Service Provider is below 80% a 1% rebate, calculated based on the 3 and 5 day Transcript Charges charged to the Customer within the month of the event occurring will apply.</p>
10 day	100%	Nil	<p>If the Service Provider achieves a KPI of between 95% to 80.1% a 0.5% Rebate, calculated based on the 10 day Transcript Charges charged to the Customer within the month of the event occurring will be applied.</p> <p>If the Service Provider is achieves a KPI of below 80% a 1% a Rebate, calculated based on the 10 day Transcript Charges charged to the Customer within the month of the event occurring will be applied.</p>

If the Service Provider fails to meet the standard KPI in a particular category of Transcript turnaround time for 3 consecutive periods, where one period is 1 months, then a Rebate of 10% of the Charges for all Transcripts for that category ordered during that third period will apply.

The KPI performance will be calculated quarterly based on Transcripts ordered and paid for by the Customer.

Rebates will be calculated based on the Transcripts paid for by the Customer with respect to the particular Court (being either FCA, FCoA or FCC).

The period for the purposes of calculating the KPIs will commence on the first Business Day of the reporting month and concludes on the last Business Day of the reporting

month. For the purposes of calculating delay in Transcript delivery, if a Transcript is delivered more than 2 Business Days after the due date and falls in the next reporting month it will be calculated in both reporting periods for the purposes of the KPIs.

## 9.4 Errors and mistakes in Transcripts

An error in the Transcript means any mistake, inaccuracy or error in the Transcript and includes the following:

- > A misspelling of any word, including the names of people, places, goods and events
- > An un-transcribed word including a blank space (represented by dots) placed in the Transcript to indicate that the word on the Recording was audible but reasonably recognisable
- > A mis-transcribed word (that is where a different word is typed into the Transcript from that recorded)
- > Failure to adhere to the Format of the Transcript including:
  - failure to type required features of the Format (including Annotations) such as identification of witnesses
  - typing an exhibit or Marked for Identifications (MFIs) identification in the wrong part of the Transcript text
  - failure to have the Transcript checked via Transcript checking software
  - omissions of text
  - omissions of speaker's name
  - speech attributed to the wrong speaker.

## 9.5 Customer satisfaction

The Customer's Representative will be ultimately responsible for determining the Customer's satisfaction with the Service Provider's performance for the purpose of assessing KPI results, as at section 9.2. However, this will be discussed amongst the Customer members of the Relationship Management Group. The Service Provider will survey staff, Customer Judges, Customer Contract Management Team and other stakeholders in order to gather further information as agreed with the Customer. These surveys will be used to inform the Customer's Representative but do not replace his/her role as the ultimate decision maker regarding the relevant KPIs.

The Customer reserves the right to request a third party to assist in the calculation of its satisfaction.

The initial Contract Term may be extended based extension options available in the Contract, subject to the Service Provider achieving the Critical Success Factors listed in section 9.2. Contract Term extensions are at the discretion of the Customer.

The Service Provider's performance against the CSFs will be used by the Customer to guide the decision on the Term extension.



## 10 Security requirements

The Service Provider must meet the requirements of the Protective Security Policy Framework (**PSPF**) and Information Security Manual (**ISM**) to the level of the FCA data classification (Official). This includes instances where the Service Provider makes available or uses systems for the following:

- > Networks, including the internet, public networks and wide area networks;
- > Storage facilities for records, Recordings and Transcripts;
- > Transfer of records, Recordings and Transcripts;
- > Transcription of audio files (including the security of the systems used by staff and contractors);
- > Provisioning of access to audio files (eg via a website portal); and
- > Provision of the Online Ordering Portal.

The Service Provider must complete and return to the Contract Manager a Third Party Security Assessment Questionnaire (TPSQ) annually – a copy of the TPSQ is provided at Part D - Attachment B

Where the Service Provider's network connects to the Customer's network (e.g. to facilitate the provision of AV Support and Maintenance Services) the Service Provider must install a firewall in the building(s). This firewall must be connected to a Customer firewall to ensure security for both networks. The model and Software of the firewall must be approved by the Customer.

Where digital audio Recordings, Transcripts and other documents produced under this Contract are transmitted over the internet or other public networks (eg were used as a wide area network or for transmission to/from remote transcribers) the Service Provider must ensure that all communication is encrypted in accordance with the cryptography requirements of the ISM.

Where digital audio Recordings, Transcripts and other documents produced under this Contract are stored using computer systems including cloud storage the Service Provider must ensure that adequate security is applied and that all data remains within Australia. This equally applies to the computer systems used by Transcribers.

Where digital audio Recordings are used by Transcribers, the Customer has a preference for those audio files not to be downloaded for the purposes of transcribing but for them to remain on the providers system(s). If copies were created they must be deleted at completion of Transcription process.

## 11 Defined terms

Term	Definition
<b>Adjourned</b>	Means when a Proceeding is put "on hold"
<b>All</b>	Means FCA, FCoA and FCC
<b>Appearance</b>	Means a notice of persons present at a Proceeding
<b>Audio Monitoring</b>	Means the active monitoring of an audio feed as it is being recorded to ensure a feed is maintained and identifying any issues as they arise and includes Remote Audio Recording which is the remoting into the Recording Equipment from offsite and starting and stopping of recording
<b>AV Equipment</b>	Means electronic media equipment and/or technology possessing an audio and/or visual component and includes video conferencing equipment and evidence display
<b>AV Infrastructure</b>	Means AV Equipment and/or technology owned by the Customer located in the Court Rooms and other locations at Customer Sites and as described in Clause 6.1 and Attachment A of this SOR and the Data Pack, or as amended by the Customer from time to time.
<b>Capital City</b>	Means the Court Locations: Canberra, Sydney, Darwin, Brisbane, Adelaide, Hobart, Melbourne, and Perth
<b>Cessation</b>	Means the end of the Proceedings for a given matter
<b>Circuit Locations</b>	Means locations in which a Proceeding is held as detailed at Attachment A – Data Pack.
<b>Contract management</b>	Means the activities required to ensure the performance and compliance of the Service Provider's activities to the requirements set out in this SOR
<b>Contract management group</b>	Means the Contract Management Group described at section 8.1 of the SOR which is responsible for managing the Contract between the Customer and the Service Provider and comprises of representatives from the Customer and the Service Provider
<b>Court Building</b>	Means the building occupied by the Customer, FCA, FCoA, or FCC at the Court Locations.
<b>Court List</b>	Means the source to find the time and place of a court appearance, and/or to find out the scheduled proceedings in the Court Rooms on a particular date. It can be found on Customer websites and electronic signage in Court Buildings.
<b>Court Locations</b>	Means locations in which a Proceeding is held as detailed at Attachment A – Data Pack.
<b>Court Proceeding</b>	See Proceeding

Term	Definition
<b>Court Sitting</b>	Means when a Proceeding is in session
<b>Court Registry</b>	Means offices within court locations that can provide assistance and guidance with court matter and court forms
<b>Court Room</b>	Means the current schedule of the Federal Court of Australia, the Family Court of Australia and Federal Circuit Court of Australian Court rooms as provided at Attachment A – Data Pack.
<b>Critical success factors (CSF)</b>	Means those requirements described at section 9.1 of the SOR which the Service Provider is required to observe to perform the Services and achieve the key objectives of the Contract to the satisfaction of the Customer
<b>Customer Equipment</b>	Means Equipment owned by the Customer and includes AV Infrastructure
<b>Data</b>	Means and includes all information stored on magnetic tapes, disks or in written form of any kind
<b>Data Pack</b>	Means the document at Part B - Attachment A – Data Pack of the SOR
<b>Decision</b>	Means an In-Court decision made by a Registrar in a proceeding
<b>Dictation Recording Device</b>	Means device used to record speech (in this context, for Transcription at a later time)
<b>Dictation</b>	means the act of recording (written or typed) speech
<b>Error</b>	Has the meaning given to it in section 9.4 of this SOR
<b>Ex Tempore Judgment</b>	Means an oral judgment that is recorded by the Service Provider, and is usually given by a court at the conclusion of a hearing. The final production of the judgment is the responsibility of the court.
<b>Fault</b>	Means an issue/incident/breakdown of equipment covered by the Maintenance and AV Support Services (section 6 of this SOR)
<b>FCoA Appeals Division</b>	Means three or five Judges sitting together to hear a Proceeding in the Family Court
<b>Hardware</b>	Means the machines, wiring and other physical components of Recording Equipment
<b>Hearing Aid Loop</b>	Means sound system for use by people with Hearing aids. The Proceeding loop provides a magnetic, wireless signal that is picked up by the Hearing aid when it is set to 't' (telecoil) setting
<b>In-Court Monitor</b>	Means Service Provider staff undertaking In-Court Monitoring



Term	Definition
<b>In-Court Monitoring</b>	Means Audio Monitoring undertaken in a Court Room and the tasks described in 3.4.
<b>In-Court Monitoring Room</b>	Means those rooms at Court Locations designated by the Customer for the purposes of undertaking In-Court Monitoring
<b>In-scope services</b>	Means the Services required to be performed by the Service Provider as a part of the Contract
<b>Judgment</b>	Means the reasons for judgment and any orders made at the conclusion of the hearing of a proceeding or any interlocutory process including any order as to costs. The final production of the judgment is the responsibility of the court
<b>Key Performance Indicator (KPI)</b>	Means the indicators of performance achievement towards the CSFs as described at section 9.2 of this SOR
<b>Litigants</b>	Means a person or persons involved in any Proceedings and the legal representatives, employees, officers and agents of such person or persons.
<b>Media</b>	Means the means of mass communication in the forms of broadcasting, publishing and the internet
<b>Mitigations</b>	Means steps put in place to reduce the damages, injury, cost, and/or to prevent risks/issues
<b>Modification</b>	Means to alter, change or tamper
<b>Native Title</b>	Describes the recognition by the Australian legal system of rights and interests of Aboriginal and Torres Strait Islander peoples to land and waters according to their traditional laws and customs
<b>Non-exclusive</b>	Means the services are not restricted to the main Service Provider
<b>Non-Parties</b>	Means any person who is not the party to the Proceeding
<b>Performance management</b>	Means ongoing process and arrangements in place that that provides feedback, accountability, and documentation for performance outcomes
<b>Performance standards</b>	Means those characteristics which can be measured and monitored throughout the Term which will determine the Customer's level of satisfaction with the Service Provider
<b>Performance targets</b>	Means the acceptable performance regarding a Performance Standard. The Service Provider is expected to meet or exceed Performance Targets
<b>Portable Equipment</b>	Means Equipment, for the purposes of capturing Recording, which is mobile and easily transported or moved
<b>Progressive</b>	Means the development of a Transcript in stages. Stages are defined depending on the timeframe the Transcript is requested for



Term	Definition
<b>Real Time</b>	Means Real Time Transcription refers to the Transcript being produced at the actual time during which the Proceeding is taking place. Also refer to Attachment C
<b>Records</b>	Means Information stored or recorded in hard copy or digital format including Recordings, Transcripts
<b>Recording Equipment</b>	Means Service Provider Equipment and Portable Equipment
<b>Registrar</b>	Means Officer of the court directed by the court or a Judge to exercise certain powers
<b>Relationship management group</b>	Means the group regularly assessing the health of the relationship between the Customer and the Service Provider, especially in regard to the achievement of the CSFs and potential Contract Extensions.
<b>Remote FCA Proceedings</b>	Means Native Title matters and Non-Native Title matters (which may involve indigenous Australians or Torres Strait Islanders) heard in on-country locations, regional locations, remote locations or outside a Court Location or a Circuit Location
<b>Remote Audio Monitoring</b>	Means Audio Monitoring from the Service Provider Location (that is remote for the Court Room location) as detailed in 2.5.9
<b>Response time</b>	Means the target time to gain access to the affected equipment and systems to review the status and begin diagnosis
<b>Reward</b>	Means an additional Charge, calculated in accordance with this SoW, if the Service Provider achieves the level specified for a particular KPI in this SOR.
<b>Service Provider Equipment</b>	Means Equipment and infrastructure owned by the Service Provider for the provision of (in-scope) Transcription and Recording Services
<b>SOR</b>	Means Statement of Requirements (this document)
<b>Speech impairment</b>	Means a condition in which the ability to produce speech sounds that are necessary to communicate with others is impaired
<b>Teleconference</b>	Means a conference with participants in different locations linked by telecommunication devices
<b>Third Party</b>	Means a party other than the Service Provider or the Customer
<b>Transcriber</b>	Means a professional typist who listens to recorded or live audio files and converts into text format what they hear
<b>Transition fee</b>	Means Fee payable for Transition-In or Transition-Out Services, as the context requires
<b>Transition task</b>	Means those tasks outlined in the Service Provider's Transition Plan to meet the requirements of the Transition Services
<b>Troubleshoot</b>	Means to find and correct issues with machinery or systems
<b>Videoconference</b>	Means conference in which participants in different physical locations take part by means of electronic sound and video communication

## 12 Attachments

12.1 Attachment A – Data Pack

12.2 Attachment B – Transcript Style Guide and Judgment Templates

12.3 Attachment C – Real-Time Recording and Transcription Requirements

12.4 Attachment D – Access to Recording and Transcripts

12.5 Attachment E – Native Title Proceedings and Remote FCA Proceedings

A. Locations

State	Location	Court or Circuit	Address	Courts sitting at location FCA/CoA/FCC	# of Courtrooms	# of resident Federal Court Judges	Sitting Frequency	Court owned infrastructure available (Y/N)
Australian Capital Territory	Canberra	Court	Nigel Bowen Commonwealth Law Courts Childrens Street	FCA/CoA/FCC	8	0, 1, 3	FCA - infrequently FCoA/FCC - Daily	Yes
New South Wales	Sydney	Court	Queens Square Law Courts Building Macquarie Street	FCA	14*	22	Daily	Yes
New South Wales	Sydney	Court	Lionel Bowen Building 97-99 Goulburn Street	FCA/FCC	19	11, 8	Daily	Yes
New South Wales	Sydney	Court	80 William Street	FCC	12	8	Daily	Yes
New South Wales	Parramatta	Court	Garfield Barwick Commonwealth Law Courts 1 George Street	FCA/FCC	18	2, 6	Daily	Yes
New South Wales	Newcastle	Court	61 Bolton Street	FCA/FCC	4*	2, 3	Daily	Yes
New South Wales	Wollongong	Court	Commonwealth Government Centre 43 Burrell Street	FCC	1	0	Daily	Yes
New South Wales	Dubbo	Court	Commonwealth Office Cnr Whingwarra and Macquarie Street	FCC	1	0	Bi-monthly	Yes
New South Wales	Albury	Court	463 Kiwa Street	FCC	1	0	Bi-monthly	Yes
New South Wales	Lismore	Court	Manchester Unity Building 29-31 Molesworth Street	FCC	1	0	Monthly	Yes
Northern Territory	Darwin	Court	Supreme Court Building State Square	FCA/FCoA/FCC	2	0, 0, 1	Monthly	Yes
Queensland	Brisbane	Court	Harry Gibbs Commonwealth Law Courts 119 North Quay	FCA/FCoA/FCC	22	8, 5, 12	FCA/FCoA - infrequently FCC - Daily	Yes
Queensland	Cairns	Court	Commonwealth Office Block 104 Grafton Street	FCA/FCC	2	0, 1	Daily	Yes
Queensland	Rockhampton	Court	46 East Street	FCC	1	0	Daily	Yes
Queensland	Townsville	Court	The Commonwealth Centre 143 Walker Street	FCA/FCC	2	1, 1	Daily	Yes
South Australia	Adelaide	Court	Ilona Mitchell Commonwealth Law Courts 3 Angus Street	FCA/FCoA/FCC	22	3, 1, 5	Daily	Yes
Tasmania	Hobart	Court	Edward Brindford Commonwealth Law Courts 39-41 Davies Street	FCA/FCoA/FCC	6	1, 2, 1	FCA - infrequently FCoA/FCC - Daily	Yes
Tasmania	Launceston	Court	ANZ Building Cnr Brisbane and George Streets	FCC	1	1	Daily	Yes
Victoria	Melbourne	Court	Commonwealth Law Courts 305 William Street	FCA/FCoA/FCC	39	16, 8, 17	Daily	Yes
Victoria	Dandenong	Court	55 Robinson Street	FCC	4	0	Daily	Yes
Western Australia	Perth	Court	Commonwealth Law Courts 1 Victoria Avenue	FCA/FCC	6	4, 2	Daily	Yes
New South Wales	Armidale	Circuit	Beardy Street Mall	FCC	1	0	Quarterly	No - State Court Facility
New South Wales	Broken Hill	Circuit	Arden Street	FCC	1	0	Quarterly	No - State Court Facility
New South Wales	Coffs Harbour	Circuit	2-16 Beryl Street	FCC	1	0	Bi-monthly	No - State Court Facility
New South Wales	Orange	Circuit	Cnr Byatt St and Lords Place	FCC	1	0	Bi-monthly	No - State Court Facility
New South Wales	Gunnedah	Circuit	287 Conadilly Street	FCC	1	0	Quarterly	No - State Court Facility
New South Wales	Tamworth	Circuit	Cnr Maus and Fitzroy Streets	FCC	1	0	Quarterly	No - State Court Facility
New South Wales	Wagga Wagga	Circuit	49 Fitzmaurice Street	FCC	1	0	Bi-monthly	No - State Court Facility
New South Wales	Wauchope	Circuit	41 Hastings Street	FCC	1	0	Bi-monthly	No - State Court Facility
Victoria	Ballarat	Circuit	100 Grenville Street	FCC	1	0	Bi-monthly	No - State Court Facility
Victoria	Bendigo	Circuit	71 Pall Mall	FCC	1	0	Quarterly	No - State Court Facility
Victoria	Gweloing	Circuit	Railway Terrace	FCC	1	0	Quarterly	No - State Court Facility
Victoria	Mildura	Circuit	Deakin Avenue	FCC	1	0	Quarterly	No - State Court Facility
Victoria	Morwell	Circuit	134 Commercial Road	FCC	1	0	Quarterly	No - State Court Facility
Victoria	Warrnambool	Circuit	218 Koroh Street	FCC	1	0	Quarterly	No - State Court Facility
Queensland	Shepparton	Circuit	High Street	FCC	1	0	Quarterly	No - State Court Facility
Queensland	Bundaberg	Circuit	44 Quay Street	FCC	1	0	Bi-monthly	No - State Court Facility
Queensland	Hervey Bay	Circuit	Cnr Queens Road and Freshwater Street	FCC	1	0	Bi-monthly	No - State Court Facility
Queensland	Ipswich	Circuit	43 Ellenborough Street	FCC	1	0	Monthly-day	No - State Court Facility
Queensland	Mackay	Circuit	12 Brisbane Street	FCC	1	0	Monthly	No - State Court Facility
Queensland	Maroochydore	Circuit	Commercial Parade	FCC	1	0	Monthly	No - State Court Facility
Queensland	Southport	Circuit	Cnr Davenport and Hinde Streets	FCC	1	0	Monthly-day	No - State Court Facility
Queensland	Townsville	Circuit	359 Hume Street	FCC	1	0	Quarterly	No - State Court Facility
South Australia	Mount Gambier	Circuit	41 Bay Road	FCC	1	0	Quarterly	No - State Court Facility
Northern Territory	Alice Springs	Circuit	Parsons Street	FCC	1	0	Quarterly	No - State Court Facility
Tasmania	Burnie	Circuit	38 Alexander Street	FCC	1	0	Monthly	No - State Court Facility

Notes:  
\* additional court rooms are likely to be created due to future planned works.  
The FCA/FCoA/FCC may sit at all of these locations from time to time.  
Sitting frequency is approximate only and may vary from time to time.



**B. Recording by Location**

Year	Location	Jurisdiction (FCoA, FCC, FCA)	Recording Type
FY17	Outside of Courtroom , Off-site or portable (other than Circuit locations)		Content Upload
FY17	Outside of Courtroom , Off-site or portable (other than Circuit locations)		Portable/Circuit
FY17	Outside of Courtroom , Off-site or portable (other than Circuit locations)		Central Room
FY17	Phone conference		Teleconference
FY17	Circuit Locations	FCA	
FY17	Sydney	FCA	
FY17	Canberra	FCA	
FY17	Darwin	FCA	
FY17	Brisbane	FCA	
FY17	Adelaide	FCA	
FY17	Hobart	FCA	
FY17	Melbourne	FCA	
FY17	Perth	FCA	
FY17	Circuit Locations	FCoA	
FY17	Sydney	FCoA	
FY17	Canberra	FCoA	
FY17	Darwin	FCoA	
FY17	Brisbane	FCoA	
FY17	Adelaide	FCoA	
FY17	Hobart	FCoA	
FY17	Melbourne	FCoA	
FY17	Perth	FCoA	
FY17	Parramatta	FCoA	
FY17	Newcastle	FCoA	
FY17	Coffs Harbour	FCoA	
FY17	Dubbo	FCoA	
FY17	Lismore	FCoA	
FY17	Wollongong	FCoA	
FY17	Albury	FCoA	
FY17	Dandenong	FCoA	
FY17	Cairns	FCoA	
FY17	Townsville	FCoA	
FY17	Launceston	FCoA	
FY17	Alice Springs	FCoA	
FY17	Circuit Locations	FCC-FCoA	
FY17	Sydney	FCC-FCoA	
FY17	Canberra	FCC-FCoA	
FY17	Darwin	FCC-FCoA	
FY17	Brisbane	FCC-FCoA	
FY17	Adelaide	FCC-FCoA	
FY17	Hobart	FCC-FCoA	
FY17	Melbourne	FCC-FCoA	
FY17	Perth	FCC-FCoA	
FY17	Parramatta	FCC-FCoA	
FY17	Newcastle	FCC-FCoA	
FY17	Coffs Harbour	FCC-FCoA	
FY17	Dubbo	FCC-FCoA	
FY17	Lismore	FCC-FCoA	
FY17	Wollongong	FCC-FCoA	
FY17	Albury	FCC-FCoA	
FY17	Dandenong	FCC-FCoA	
FY17	Cairns	FCC-FCoA	
FY17	Townsville	FCC-FCoA	
FY17	Launceston	FCC-FCoA	
FY17	Alice Springs	FCC-FCoA	
FY17	Circuit Locations	FCC-FCA	
FY17	Sydney	FCC-FCA	
FY17	Canberra	FCC-FCA	
FY17	Darwin	FCC-FCA	
FY17	Brisbane	FCC-FCA	
FY17	Adelaide	FCC-FCA	
FY17	Hobart	FCC-FCA	
FY17	Melbourne	FCC-FCA	
FY17	Perth	FCC-FCA	
FY17	Parramatta	FCC-FCA	
FY17	Newcastle	FCC-FCA	
FY17	Coffs Harbour	FCC-FCA	



FY17	Dubbo	FCC-FCA	
FY17	Lismore	FCC-FCA	
FY17	Wollongong	FCC-FCA	
FY17	Albury	FCC-FCA	
FY17	Dandenong	FCC-FCA	
FY17	Cairns	FCC-FCA	
FY17	Townsville	FCC-FCA	
FY17	Launceston	FCC-FCA	
FY17	Alice Springs	FCC-FCA	
FY18	Outside of Courtroom , Off-site or portable (other than Circuit locations)		Content Upload
FY18			Portable/Circuit
FY18			Central Room
FY18	Phone conference		Teleconference
FY18	Circuit Locations	FCA	
FY18	Sydney	FCA	
FY18	Canberra	FCA	
FY18	Darwin	FCA	
FY18	Brisbane	FCA	
FY18	Adelaide	FCA	
FY18	Hobart	FCA	
FY18	Melbourne	FCA	
FY18	Perth	FCA	
FY18	Circuit Locations	FCoA	
FY18	Sydney	FCoA	
FY18	Canberra	FCoA	
FY18	Darwin	FCoA	
FY18	Brisbane	FCoA	
FY18	Adelaide	FCoA	
FY18	Hobart	FCoA	
FY18	Melbourne	FCoA	
FY18	Perth	FCoA	
FY18	Parramatta	FCoA	
FY18	Newcastle	FCoA	
FY18	Coffs Harbour	FCoA	
FY18	Dubbo	FCoA	
FY18	Lismore	FCoA	
FY18	Wollongong	FCoA	
FY18	Albury	FCoA	
FY18	Dandenong	FCoA	
FY18	Cairns	FCoA	
FY18	Townsville	FCoA	
FY18	Launceston	FCoA	
FY18	Alice Springs	FCoA	
FY18	Circuit Locations	FCC-FCoA	
FY18	Sydney	FCC-FCoA	
FY18	Canberra	FCC-FCoA	
FY18	Darwin	FCC-FCoA	
FY18	Brisbane	FCC-FCoA	
FY18	Adelaide	FCC-FCoA	
FY18	Hobart	FCC-FCoA	
FY18	Melbourne	FCC-FCoA	
FY18	Perth	FCC-FCoA	
FY18	Parramatta	FCC-FCoA	
FY18	Newcastle	FCC-FCoA	
FY18	Coffs Harbour	FCC-FCoA	
FY18	Dubbo	FCC-FCoA	
FY18	Lismore	FCC-FCoA	
FY18	Wollongong	FCC-FCoA	
FY18	Albury	FCC-FCoA	
FY18	Dandenong	FCC-FCoA	
FY18	Cairns	FCC-FCoA	
FY18	Townsville	FCC-FCoA	
FY18	Launceston	FCC-FCoA	
FY18	Alice Springs	FCC-FCoA	
FY18	Circuit Locations	FCC-FCA	
FY18	Sydney	FCC-FCA	
FY18	Canberra	FCC-FCA	
FY18	Darwin	FCC-FCA	
FY18	Brisbane	FCC-FCA	
FY18	Adelaide	FCC-FCA	
FY18	Hobart	FCC-FCA	
FY18	Melbourne	FCC-FCA	
FY18	Perth	FCC-FCA	
FY18	Parramatta	FCC-FCA	
FY18	Newcastle	FCC-FCA	

FY18	Coffs Harbour	FCC-FCA	
FY18	Dubbo	FCC-FCA	
FY18	Lismore	FCC-FCA	
FY18	Wollongong	FCC-FCA	
FY18	Albury	FCC-FCA	
FY18	Dandenong	FCC-FCA	
FY18	Cairns	FCC-FCA	
FY18	Townsville	FCC-FCA	
FY18	Launceston	FCC-FCA	
FY18	Alice Springs	FCC-FCA	
FY19	Outside of Courtroom , Off-site or portable (other than Circuit locations)		Content Upload
FY19			Portable/Circuit
FY19			Central Room
FY19	Phone conference		Teleconference
FY19	Circuit Locations	FCA	
FY19	Sydney	FCA	
FY19	Canberra	FCA	
FY19	Darwin	FCA	
FY19	Brisbane	FCA	
FY19	Adelaide	FCA	
FY19	Hobart	FCA	
FY19	Melbourne	FCA	
FY19	Perth	FCA	
FY19	Circuit Locations	FCoA	
FY19	Sydney	FCoA	
FY19	Canberra	FCoA	
FY19	Darwin	FCoA	
FY19	Brisbane	FCoA	
FY19	Adelaide	FCoA	
FY19	Hobart	FCoA	
FY19	Melbourne	FCoA	
FY19	Perth	FCoA	
FY19	Parramatta	FCoA	
FY19	Newcastle	FCoA	
FY19	Coffs Harbour	FCoA	
FY19	Dubbo	FCoA	
FY19	Lismore	FCoA	
FY19	Wollongong	FCoA	
FY19	Albury	FCoA	
FY19	Dandenong	FCoA	
FY19	Cairns	FCoA	
FY19	Townsville	FCoA	
FY19	Launceston	FCoA	
FY19	Alice Springs	FCoA	
FY19	Circuit Locations	FCC-FCoA	
FY19	Sydney	FCC-FCoA	
FY19	Canberra	FCC-FCoA	
FY19	Darwin	FCC-FCoA	
FY19	Brisbane	FCC-FCoA	
FY19	Adelaide	FCC-FCoA	
FY19	Hobart	FCC-FCoA	
FY19	Melbourne	FCC-FCoA	
FY19	Perth	FCC-FCoA	
FY19	Parramatta	FCC-FCoA	
FY19	Newcastle	FCC-FCoA	
FY19	Coffs Harbour	FCC-FCoA	
FY19	Dubbo	FCC-FCoA	
FY19	Lismore	FCC-FCoA	
FY19	Wollongong	FCC-FCoA	
FY19	Albury	FCC-FCoA	
FY19	Dandenong	FCC-FCoA	
FY19	Cairns	FCC-FCoA	
FY19	Townsville	FCC-FCoA	
FY19	Launceston	FCC-FCoA	
FY19	Alice Springs	FCC-FCoA	
FY19	Circuit Locations	FCC-FCA	
FY19	Sydney	FCC-FCA	
FY19	Canberra	FCC-FCA	
FY19	Darwin	FCC-FCA	
FY19	Brisbane	FCC-FCA	
FY19	Adelaide	FCC-FCA	
FY19	Hobart	FCC-FCA	
FY19	Melbourne	FCC-FCA	
FY19	Perth	FCC-FCA	
FY19	Parramatta	FCC-FCA	

FY19	Newcastle	FCC-FCA
FY19	Coffs Harbour	FCC-FCA
FY19	Dubbo	FCC-FCA
FY19	Lismore	FCC-FCA
FY19	Wollongong	FCC-FCA
FY19	Albury	FCC-FCA
FY19	Dandenong	FCC-FCA
FY19	Cairns	FCC-FCA
FY19	Townsville	FCC-FCA
FY19	Launceston	FCC-FCA
FY19	Alice Springs	FCC-FCA

## C. FCA-AV Configurations

FCA								
Type	Court Type	Audio mixer	VC Codec	Central Controller	Control Panel	Microphones	Camera model/series	Video switcher
1	Historical 'audio only' installation - wide range of equipment	Blamp Nexia/Audio, Clearone XAP	N/A	AMX - range	AMX - range	Mix of Neumann, AKG, Sennheiser	N/A	N/A
2	Historical VC installation with VC codec upgrade	Blamp Nexia/Audio	Cisco SX-80	AMX - range **	AMX - range	Mix of Neumann, AKG, Sennheiser	Range of Sony PTZ video cameras	Range of video switchers
3	Historical VC installation with VC codec and Crestron control upgrade	Blamp Nexia/Audio	Cisco SX-80	Crestron C3PN	Crestron application	Mix of Neumann, AKG, Sennheiser	Range of Sony PTZ video cameras	Range of video switchers
4	New audio and VC installation	Blamp Tesira	Cisco SX-80	Crestron C3PN*	Crestron application*	Sennheiser MZH series	Sony EVI series/PTZ Optics	Extron HDMI
5	Audio Upgrade	Blamp		Crestron C3PN*	Crestron application*			Current
Total								

NOTE: Also available portable equipment listed in separate tab/schedule

**Notes:**

\*ACT Court 7 has an AMX NI-3100 controller

\*\* These rooms are having AMX replaced by Crestron in August 2020



## D. FCA Courtroom List

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Court	Building	Level	Courtroom	Courtroom Type	Fixed VC	Hearing Loop
FCA	Canberra	6	Court 1	2	Y	
FCA	Canberra	1	Court 7	4	Y	Loop
FCA	Sydney	20	Court 1	2	Y	Transmitter
FCA	Sydney	18	Court 18A	2	Y	Transmitter
FCA	Sydney	18	Court 18B	2	Y	Transmitter
FCA	Sydney	18	Court 18C	2	Y	Transmitter
FCA	Sydney	18	Court 18D	2	Y	Transmitter
FCA	Sydney	19	Court 19A	1		Transmitter
FCA	Sydney	19	Court 19B	4	Y	Transmitter
FCA	Sydney	19	Court 19C	1		Transmitter
FCA	Sydney	19	Court 19D	4	Y	Transmitter
FCA	Sydney	19	Court 19E	1		Transmitter
FCA	Sydney	21	Court 21A	1		Transmitter
FCA	Sydney	21	Court 21B	1		Transmitter
FCA	Sydney	22	Court 22A	1		Transmitter
FCA	Sydney	22	Court 22B	1		Transmitter
FCA	Darwin	4	Court 1 (9)	4	Y	Amplifier
FCA	Brisbane	7	Court 1	3	Y	Transmitter
FCA	Brisbane	7	Court 2	4	Y	
FCA	Brisbane	7	Court 3	1		
FCA	Brisbane	7	Court 4	4	Y	
FCA	Brisbane	6	Court 5	1		
FCA	Brisbane	6	Court 6	3	Y	Amplifier
FCA	Brisbane	6	Court 7	1		
FCA	Brisbane	6	Court 8	1		
FCA	Brisbane	4	Hearing Room 1	?		
FCA	Brisbane	4	Hearing Room 2	?		
FCA	Brisbane	4	Hearing Room 3	?		
FCA	Brisbane	4	Hearing Room 4	?		
FCA	Brisbane	4	Hearing Room 5	?		
FCA	Adelaide	5	Court 1	4	Y	
FCA	Adelaide	5	Court 2	4	Y	Transmitter
FCA	Adelaide	5	Court 3	4	Y	Transmitter
FCA	Adelaide	5	Court 4	1		Transmitter
FCA	Adelaide	5	Court 5	4		
FCA	Adelaide	7	Court 6	1		Transmitter
FCA	Adelaide	7	Court 7	1		Transmitter
FCA	Adelaide	7	Court 8	1		Transmitter
FCA	Adelaide	7	Court 9	1		Transmitter
FCA	Hobart	1	Court 1	4	Y	Transmitter
FCA	Hobart	1	Court 2	1		Amplifier
FCA	Hobart	1	Court 3	1		Amplifier
FCA	Hobart	1	Court 4	1		Amplifier
FCA	Melbourne	8	Court 1 (8A)	3	Y	
FCA	Melbourne	6	Court 6A	3	Y	
FCA	Melbourne	6	Court 6B	1		
FCA	Melbourne	6	Court 6K	3	Y	Amplifier
FCA	Melbourne	8	Court 8B	1		
FCA	Melbourne	8	Court 8C	1		
FCA	Melbourne	8	Court 8D	1		
FCA	Melbourne	8	Court 8E	3	Y	Transmitter
FCA	Melbourne	8	Court 8F	3	Y	Transmitter
FCA	Melbourne	8	Court 8G	1		
FCA	Melbourne	8	Court 8H	1		
FCA	Melbourne	8	Court 8J	1		
FCA	Melbourne	8	Court 8K	1		
FCA	Melbourne	9	Court 9B	4	Y	Loop
FCA	Melbourne	9	Court 9C	4	Y	Loop
FCA	Perth	7	Court 1	4	Y	Transmitter
FCA	Perth	7	Court 2	5		
FCA	Perth	7	Court 3	1		
FCA	Perth	4	Court 4	4	Y	
FCA	Perth	6	Hearing Room 1	5		
Total				63	27	

## E. FCoA FCC - AV Configurations

FCOA/FCC										
Type	Court Type	Audio mixer	VC Codec	Central Controller	Control Panel	Microphones	Camera model/series	Video switcher	Estimated installation date	
1	Audio only 2009 rollout	Blamp Nexia	N/A	N/A	Calypso	Audio Technica U857 series	N/A	N/A	2009 - 2012	
2	Audio only 2009 rollout with VC and control upgrade	Blamp Nexia	POLYCOM V SX 7000e OR HDX-8000	AMX NI3100	AMX NXT-CV10	Audio Technica U857 series	Polycom Eagle Eye	EXTRON MPX866A	2009 - 2012 (Audio) 2010 - 2012 (VC)	
3	Audio only 2013 refresh	Blamp TesiraSERVER	N/A	N/A	Calypso	Audio Technica U857 series	N/A	N/A	2013-2016	
4	Audio and VC 2013 refresh	Blamp TesiraSERVER or Blamp TesiraForte	Polycom HDX-8000	AMX NI-3000	AMX MXT-1000	Audio Technica U857 series or Sennheiser MZH series	Polycom Eagle Eye II	AMX AVS- ENOVADGX-16	2013-2016	
5	ELB refresh - AV and VC	Blamp AudioFLEX	Polycom Group 700-720p	AMX NX-3200	AMX MXT-1000	Shure MX41 series	Panasonic AW-HE60H	Kramer VS-1616D	2015	
6	ELB refresh - Audio only	Blamp AudioFLEX	N/A	AMX NX-3200	AMX MXT-1000	Shure MX41 series	N/A	N/A	2015	
7	ELB refresh 2 - AV and VC	Blamp TesiraSERVER	Polycom HDX-8000	AMX NX-3200	TBA	TBA	TBA	Kramer VS-1616D	2016	
8	Other / non-standard	Blamp AudioFLEX	V SX 7000e	AMX NI-3000	AMX NXT-CV10	AKG GN Series	Polycom Eagle Eye	Kramer VP-888A	late 2009	
9	Audio and VC 2017 refresh	Blamp TesiraForte	Cisco SX-20 / SX-80/Webex Codec Pro	AMX NI-3200/Crestion	AMX MXT-1001	Sennheiser MZH series	Sony SRG-300H / PTZ Optics	AMX DGL1600-ENC	2017 - current	
10	Audio only/ AMX Panel	Blamp Audio	Cisco Webex Codec Pro	AMX NI-			Sony SRG-300H / PTZ Optics		Current	
11	Video/ DEX replacement		Cisco Webex Codec Pro	Crestion	Crestion		PTZ Optics		Current	
Total										

NOTE: Also available portable equipment listed in separate tab/schedule



## F. CoA Courtroom List

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Court	Building	Level	Courtroom	Courtroom Type	Fixed VC	Hearing Loop
FCoA	Adelaide	3	Court 10	3		Fixed
FCoA	Adelaide	3	Court 11	4	Y	Fixed
FCoA	Adelaide	3	Court 12	3		Fixed
FCoA	Adelaide	3	Court 13	3		Fixed
FCoA	Adelaide	1	Court 1	3		Fixed
FCoA	Adelaide	1	Court 2	10	Y	Fixed
FCoA	Adelaide	1	Court 3	3		Fixed
FCoA	Adelaide	1	Court 4	3		Fixed
FCoA	Adelaide	1	Court 5	3		Fixed
FCoA	Adelaide	1	Court 6	3		Fixed
FCoA	Adelaide	3	Court 7	3		Fixed
FCoA	Adelaide	3	Court 8	3		Fixed
FCoA	Adelaide	3	Court 9	4	Y	Fixed
FCoA	Albury	1A	Court 1	1		Fixed
FCoA	Brisbane	2	Court 10	1		Portable - shared
FCoA	Brisbane	2	Court 11	1		Portable - shared
FCoA	Brisbane	2	Court 12	1		Portable - shared
FCoA	Brisbane	2	Court 13	1		Portable - shared
FCoA	Brisbane	2	Court 14	1		Portable - shared
FCoA	Brisbane	1	Court 1	2	Y	Portable - shared
FCoA	Brisbane	1	Court 2	1		Portable - shared
FCoA	Brisbane	1	Court 3	1		Portable - shared
FCoA	Brisbane	1	Court 4	2	Y	Portable - shared
FCoA	Brisbane	1	Court 5	2	Y	Portable - shared
FCoA	Brisbane	1	Court 6	1		Portable - shared
FCoA	Brisbane	2	Court 7	2	Y	Portable - shared
FCoA	Brisbane	2	Court 8	1		Portable - shared
FCoA	Brisbane	2	Court 9	5	Y	Portable - shared
FCoA	Cairns	4	Court 1	9	Y	Portable - shared
FCoA	Cairns	4	Court 2	1		Portable - shared
FCoA	Canberra	G	Court 2	1		
FCoA	Canberra	G	Court 3	4	Y	
FCoA	Canberra	G	Court 4	1		
FCoA	Canberra	G	Court 5	1		
FCoA	Canberra	G	Court 6	1		
FCoA	Dandenong	1	Court 1	1		Portable - shared
FCoA	Dandenong	1	Court 2	1		Portable - shared
FCoA	Dandenong	1	Court 3	1		Portable - shared
FCoA	Dandenong	1	Court 4	9	Y	Fixed
FCoA	Darwin	4	Court 8	4	Y	Portable
FCoA	Dubbo	2	Court 1	1		
FCoA	Hobart	1	Court 6	1		
FCoA	Hobart	1	Court 7	9	Y	
FCoA	Launceston	3	Court 1	1		
FCoA	Lismore	2	Court 1	1		
FCoA	Melbourne	2	Court 2A	1		Portable - shared
FCoA	Melbourne	2	Court 2B	1		Portable - shared
FCoA	Melbourne	2	Court 2C	1		Portable - shared
FCoA	Melbourne	2	Court 2D	1		Portable - shared
FCoA	Melbourne	2	Court 2E	1		Portable - shared
FCoA	Melbourne	2	Court 2F	2	Y	Portable - shared
FCoA	Melbourne	2	Court 2G	1		Portable - shared
FCoA	Melbourne	2	Court 2H	1		Portable - shared
FCoA	Melbourne	2	Court 2J	1		Portable - shared
FCoA	Melbourne	2	Court 2K	2	Y	Portable - shared
FCoA	Melbourne	4	Court 4A	2	Y	Portable - shared
FCoA	Melbourne	4	Court 4B	2	Y	Portable - shared
FCoA	Melbourne	4	Court 4C	2	Y	Portable - shared
FCoA	Melbourne	4	Court 4D	1		Portable - shared
FCoA	Melbourne	4	Court 4E	1		Portable - shared
FCoA	Melbourne	4	Court 4F	2	Y	Portable - shared
FCoA	Melbourne	4	Court 4G	9	Y	Portable - shared
FCoA	Melbourne	6	Court 6D	1		Portable - shared
FCoA	Melbourne	6	Court 6E	1		Portable - shared
FCoA	Melbourne	6	Court 6F	1		Portable - shared
FCoA	Melbourne	6	Court 6G	1		Portable - shared
FCoA	Melbourne	6	Court 6H	1		Portable - shared
FCoA	Melbourne	6	Court 6J	1		Portable - shared
FCoA	Melbourne	6	Court 6C	1		Portable - shared
FCoA	Newcastle	4	Court 1	9	Y	Portable - shared
FCoA	Newcastle	4	Court 2	2	Y	Portable - shared
FCoA	Newcastle	4	Court 3	2	Y	Portable - shared
FCoA	Newcastle	3	Court 4	2		Fixed
FCoA	Newcastle	4	Court 5	11	Y	Fixed

Court	Building	Level	Courtroom	Courtroom Type	Fixed VC	Hearing Loop
FCoA	Newcastle	4	Court 6	11	Y	
FCoA	Newcastle	4	Court 7	11	Y	
FCoA	Parramatta	2	Court 1	1		Portable-shared
FCoA	Parramatta	2	Court 2	1		Portable - shared
FCoA	Parramatta	2	Court 3	2	Y	Portable - shared
FCoA	Parramatta	2	Court 4	1		Portable - shared
FCoA	Parramatta	2	Court 5	5	Y	Portable - shared
FCoA	Parramatta	2	Court 6	1		Portable - shared
FCoA	Parramatta	2	Court 7	1		Portable - shared
FCoA	Parramatta	2	Court 8	1		Portable - shared
FCoA	Parramatta	3	Court 9	2	Y	Portable - shared
FCoA	Parramatta	3	Court 10	1		Portable - shared
FCoA	Parramatta	3	Court 11	1		Portable - shared
FCoA	Parramatta	3	Court 12	1		Portable - shared
FCoA	Perth	5	Court 1	?		
FCA	Perth	6	Hearing Room 2	4	Y	
FCoA	Sydney - LBB	3	Court 3A	1		Fixed
FCoA	Sydney - LBB	3	Court 3B	2	Y	Fixed
FCoA	Sydney - LBB	3	Court 3C	2	Y	Fixed
FCoA	Sydney - LBB	3	Court 3D	1		Fixed
FCoA	Sydney - LBB	4	Court 4A	2	Y	Portable - shared
FCoA	Sydney - LBB	4	Court 4B	1		Portable - shared
FCoA	Sydney - LBB	4	Court 4C	1		Portable - shared
FCoA	Sydney - LBB	4	Court 4D	1		Portable - shared
FCoA	Sydney - LBB	5	Court 5A	2	Y	Portable - shared
FCoA	Sydney - LBB	5	Court 5B	1		Portable - shared
FCoA	Sydney - LBB	5	Court 5C	1		Fixed
FCoA	Sydney - LBB	5	Court 5D	1		Portable - shared
FCoA	Sydney - LBB	6	Court 6A	5	Y	Portable - shared
FCoA	Sydney - LBB	6	Court 6B	5	Y	Portable - shared
FCoA	Sydney - LBB	6	Court 6C	2	Y	Portable - shared
FCoA	Sydney - LBB	6	Court 6D	1		Portable - shared
FCoA	Sydney - LBB	7	Court 7A	1		Portable - shared
FCoA	Sydney - LBB	7	Court 7B	1		Portable - shared
FCoA	Sydney - LBB	7	Court 7C	2	Y	Portable - shared
FCoA	Sydney - LBB	8	Court 8A	10		Portable - shared
FCoA	Sydney - 80W	8	Court 1	3		Fixed
FCoA	Sydney - 80W	8	Court 2	3		
FCoA	Sydney - 80W	8	Court 3	4	Y	
FCoA	Sydney - 80W	9	Court 1	3		
FCoA	Sydney - 80W	9	Court 2	3		
FCoA	Sydney - 80W	9	Court 3	4	Y	
FCoA	Sydney - 80W	13	Court 1	5	Y	
FCoA	Sydney - 80W	13	Court 2	6		
FCoA	Townsville	2	Court 1	7	Y	
FCoA	Townsville	2	Court 2	1		
FCoA	Wollongong	1	Court 1	1		Portable
			<b>Total</b>	<b>121</b>	<b>42</b>	

NOTE: Also available portable equipment listed in separate schedule



**G. Legacy Portable Units**

Site	Qty	Codec	Notes
Adelaide	1	Polycom HDX 7000 HD	
Albury	1	Ploycom HDX 7000 HD	
Brisbane	3	Polycom HDX 7000 HD	
Cairns	0		1 Unit listed in "New Portable Units"
Canberra	1	Polycom HDX 7000 HD	
Dandenong	1	Polycom HDX 7000 HD	
Darwin	2	Polycom HDX 7000 HD	
Dubbo	1	Polycom HDX 7000 HD	
Hobart	1	Polycom HDX 7000 HD	
Launceston	1	Polycom HDX 7000 HD	
Lismore	1	Polycom HDX 7000 HD	
Melbourne	2	Polycom HDX 7000 HD	
Newcastle	1	Polycom HDX 7000 HD	
Parramatta	1	Polycom HDX 7000 HD	2 units listed in "New Portable Units"
Rockhampton	1	Polycom HDX 7000 HD	1 unit failed transition to new bridge
Sydney - LBB	3	Polycom HDX 7000 HD	
Sydney - William St	2	Polycom HDX 7000 HD	
Townsville	0		1 unit failed transition to new bridge
Wollongong	1	Polycom HDX 7000 HD	
<b>Total</b>	<b>24</b>		

Portable units can be used in any courtroom

**H. New Portable Uni**

Site	Qty	Codec
Cairns	1	Cisco WebEx Codec Plus
Parramatta	1	Cisco WebEx 55
Parramatta	1	Cisco WebEx Codec Plus

**I. Conference Rooms**

Court	Building	Level
FCoA	Brisbane	9
FCoA	Adelaide	4
FCoA	Sydney - LBB	8
FCA	Sydney - QS	20
FCoA	Melbourne	14

## **ATTACHMENT B**

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### **TRANSCRIPT STYLE GUIDE AND JUDGMENT TEMPLATES**

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**Note:**

The word "Court" in this document refers to:

- the Federal Court of Australia
- the Family Court of Australia
- the Federal Circuit Court of Australia
- the Administrative Appeals Tribunal (Tasmania), unless the context indicates otherwise
- or any other Judicial Bodies as applicable

## 1 COVERING PAGE OF TRANSCRIPT

The first page of Transcript produced for matters being heard in the Court shall contain the following information:

- Service Provider Details
- Service Provider Transcript Order Number
- Title: Federal Court of Australia / Family Court of Australia / Federal Circuit Court of Australia / Administrative Appeals Tribunal (Tasmania) / [name of other Judicial Bodies as applicable]
- Name of the Relevant Registry
- Name(s) of the Judicial Officer(s) Hearing the Matter
- File Number and Year Applying to the Matter
- Names of the Parties in the Matter
- Details of Transcript Provided (If Not the Full Transcript)

Examples:

EXTRACT OF PROCEEDINGS  
EX TEMPORE JUDGMENT (COURT ONLY)

- City or Location in which the Matter is Heard
- Time the Hearing Commenced, Day and Date
- Date Continued From (Where Applicable)
- Day of Hearing (eg DAY THREE) where case is continuing  
(Note: This need not apply where there is a long break)
- Appearances
- A "Transcript in Confidence" message, where applicable.
- A copyright statement as follows:

"Copyright in Transcript is owned by the Commonwealth of Australia. Apart from any use permitted under the Copyright Act 1968 you are not permitted to reproduce, adapt, re-transmit or distribute the Transcript material in any form or by any means without seeking prior written approval from the [Select the relevant Court or other Judicial Body: e.g. Federal Court of Australia, Family Court of Australia, Federal Circuit Court of Australia, etc. as appropriate.]"

- The following notation, which is to be the last notation appearing on the cover page

© Commonwealth of Australia



## 2 PAGE SPECIFICATIONS

Each page of the Transcript shall be formatted as follows:

Paper Size:	A4 (210mm x 297mm) paper
Left Margin:	25mm (to commencement of line numbering) 35mm (to commencement of text of Transcript)
Right Margin:	30mm
Top Margin:	25mm
Bottom Margin:	15mm (to footer)
Line Height:	Approx. 5mm
Line Spacing:	Single
Character Spacing:	12 point (proportional spacing)
Font:	Times New Roman
Event Spacing:	There shall be two blank lines before and after key events such as witness events and acceptance of Exhibits and Marked for Identifications (MFIs).
Paragraph Spacing	Paragraphs to be separated by one (1) blank line
Justification:	The text of the Transcript is to be left justified.
Bolding of Text:	All key events in the text of the Transcript are to be in bold type eg: <ul style="list-style-type: none"> <li>witness events including examination status</li> <li>acceptance of Exhibits and MFIs</li> <li>adjournment and re-commencement</li> <li>close of Proceedings for the day</li> </ul>
Line Number	To be every fifth line
Footer	To be placed above every soft page break

### **3 LINE AND PAGE NUMBERING**

- Line numbering every fifth line, on the left hand side of the text, commencing 25mm from the edge of the page (with the text of Proceedings indented a further 10mm).
- Page numbering in the footer and centred. All page numbering to be strictly sequential throughout the Proceedings for all Transcript produced.
- The commencement of examination of each new witness is to commence on a new page

#### 4 FOOTER

There shall be a footer in which the following information is to be shown, as applicable:

- \* the case identifier, constructed as follows:
  - a full stop, followed by the Matter Number (eg .NSD21/2019)
  - the date of the hearing, represented as dd/mm/yy (eg 26.07.19)
- \* the page number (eg P-xxx)
- \* the name of the witness, if any, in upper case, followed by one of the examination codes:
 

XN	Examination-in-chief	
XXN	Cross-examination	
RXN	Re-examination	
FXN	Further	examination-in-chief
FXXN	Further cross-examination	
FRXN	Further re-examination	

 (eg J. WEGMAN XN)
- \* the name of counsel examining or cross-examining the witness, in multi-party cases, (eg MR GRAHAM)

Where there is more than one witness on a page, the footer shall refer to the first witness on the page. Similarly, if more than one examination is referred to on a page, the first shall be recorded in the footer.

- \* The copyright notation “© Commonwealth of Australia”
- \* a “Transcript-in-Confidence” message, where applicable

The Footer is to occupy two lines and be separated from the text by at least one blank line and a single unbroken line across the page, from the commencement of the indented text on the left hand side to the right hand margin.

The footer is to appear as per the example below:

.NSD21/2019 26.7.19	P-491	J. WEGMAN XN
© Commonwealth of Australia	(Transcript-in-Confidence)	MR GRAHAM

## **5. TRANSCRIPT CONVENTIONS**

### **Name of Judge.**

The Judge or Registrar presiding over Proceedings shall be shown in upper case, in the following way:

HIS/HER HONOUR (for Justice or Judge)  
J. REGISTRAR (for Judicial Registrar)  
REGISTRAR (generic)

The text of their speech shall follow directly.

### **Names of Counsel**

The name of Counsel, when speaking, shall be typed in upper case, their title (generally MR or MS but to be varied to MRS to MISS if requested) followed by their surname. This also applies if Counsel assisting the Court is appearing.

e.g. MR SMITH

### **Names of Witnesses**

Names of witnesses shall be in full, in upper case and bold. Details of how witness events are to be recorded are shown under the heading "WITNESS EVENTS" in section 6 - "Structured Transcript".

e.g. **JOHN ANDREW SMITH**

### **Exhibits and MFIs**

Exhibits and MFIs shall be in upper case and bold. Details of the recording of exhibits and MFIs are shown under the heading "EXHIBITS AND MFIs" in section 6 - "Structured Transcript".

e.g. **EXHIBIT #15 - FINANCIAL STATEMENTS AND ACCOUNTS OF A COMPANY PTY LTD**

Where an exhibit was previously an MFI, it is to be recorded as an exhibit as follows:

**EXHIBIT #16 - FORMERLY MFI F3**

### **Voir Dire**

Where a matter involves discussion in voir dire, it shall be recorded as

**ON VOIR DIRE**

Cessation of evidence discussed in voir dire shall be indicated by the commencement of examination  
e.g.:

**EXAMINATION BY**



### **Indistinct Material**

Indistinct material is to be represented by five dots, except for the name of a person which is to be represented by ten dots eg:

“word word word .....word word word” (where the dots represent the indistinct word or words)

Where Transcript containing indistinct material is provided to the Court and/or parties, it is to be accompanied by a cover note identifying the indistinct material. This will assist the Court and/or parties in completing the Transcript.

### **Quotations**

Where a quotation is referred to in the Transcript, the general rules are:

- a. the quote is to be recorded in full (unless a very long quote)
- b. the quote is to be in italics
- c. it is to be indented (10 mm)
- d. quotation marks are not required
- e. lead in words by counsel are to be recorded

It will be the responsibility of the monitor to obtain a copy of the quote, for inclusion in the Transcript, either from the associate (or other member of the judge’s chambers staff) during or immediately following the Proceedings or through subsequent contact with the associate (or other member of the judge’s chambers staff).

### **Recording of Numbers**

Numbers one to nine are generally to be written as words appropriate to the context except where accompanied by a fraction or as part of a date, measurement, postal address, or section of an Act, or the context suggests the use of numerical symbols.

Other numbers are generally to be expressed as numeric characters appropriate to their context, except at the beginning of a sentence.

### **Question and Answer Format**

Where appropriate, answers to questions should appear immediately after the question, in the same paragraph, separated by three dots or equivalent, as follows:

“That was because of the early nature of the drafts, in other words, they were relatively early pieces of work, correct?---That is correct.”

## 6 STRUCTURED TRANSCRIPT

The purpose of a structured Transcript is to enable the end user to more easily obtain reports in electronic form of evidence given by witnesses ("Witness Events") and on exhibits and MFIs.

### WITNESS EVENTS

#### BEGIN MODE

The format used to introduce new witnesses shall be as follows:

**[flag][witness name][witness status]**

The [flag] used in the Court shall be the "<" sign

The [witness name] is the full name of the witness (given names followed by surname)

The [witness status] may be any one of the following:

Sworn	On former oath	Recalled
Affirmed	On former affirmation	Re-affirmed
Called	Recalled and resworn	
Recalled	Recalled and re-affirmed	

Others may be added to this list.

Examples of BEGIN MODE

**<JOHN ANDREW SMITH, SWORN**  
**<JOHN ANDREW SMITH, RECALLED**

#### BODY MODE

The format to be used for the different stages of examination are:

**[flag][mode status][legal practitioner or advocate][continuing]**

The [flag] used for the Court is the "<" sign

The [mode status] can be any of the following phrases:

**EXAMINATION-IN-CHIEF BY**  
**EXAMINATION BY**  
**CROSS-EXAMINATION BY**  
**RE-EXAMINATION BY**  
**FURTHER EXAMINATION BY**  
**FURTHER CROSS-EXAMINATION BY**  
**FURTHER RE-EXAMINATION BY**

The [legal practitioner or advocate] is the name of the legal practitioner or advocate carrying out the examination

The [continuing] is an optional flag and can be either present or not

#### Examples of BODY MODES

<EXAMINATION-IN-CHIEF BY MR SMITH  
<EXAMINATION BY MR BROWN  
<CROSS-EXAMINATION BY MR JONES  
<ON VOIR DIRE BY

The conclusion of discussion in voir dire is to be signified by using another BODY MODE eg.

<EXAMINATION BY MR BROWN

#### END MODE

The format used for the different stages of examination shall be as follows:

[flag][mode status]

The [flag] used in the Court shall be the “less than” sign “<”

The [mode status] shall be the phrase “the witness withdrew”

#### Examples of END MODE

<THE WITNESS WITHDREW  
<WITNESS ASSISTING  
<WITNESS INTERPRETING

**Note:** Words signifying Witness Events in structured Transcript are not case sensitive.

#### EXHIBITS AND MARKED FOR IDENTIFICATION (MFI)

The format for the recording of exhibits and MFIs shall be as follows:

Exhibit #[number][description]

The [number] is the number of the exhibit

The [description] is the description of the exhibit

Within the description:

- a. there are to be no new lines (hard returns)
- b. there must be two blank lines before and following each exhibit description

c. if the date of the exhibit is available it must be entered as dd/mm/yyyy

d. the next person speaking must be identified

#### Example of Exhibits/MFIs

**EXHIBIT #21 OVERDRAFT FACILITY LETTER**

**EXHIBIT #25 AFFIDAVIT BY JOHN SMITH DATED 01/05/2019**

**MFI #3 - FOLDER INCLUDING ITEMS IDENTIFIED BY THE WITNESS**

#### CHECKING OF STRUCTURED TRANSCRIPT

On completion of the preparation of Transcript in electronic form, the Transcript must be checked via "Transcript Checker" to verify the integrity of the structured format.

#### TIME RECORDING

The time is to be recorded when the following events occur:

- all witness events
- an adjournment is called
- Proceedings resume following an adjournment
- the commencement of Proceedings (on the cover sheet)
- the cessation of Proceedings (last page of Transcript)

The time notation is to be right justified on the same line.

Suggested examples are:

**<THE WITNESS WITHDREW [2.59 pm]**

**ADJOURNED [2.59 pm]**

**RESUMED [2.59 pm]**

**MATTER ADJOURNED at 3.59 pm UNTIL WEDNESDAY, 28 AUGUST 2019**



## **7 EDITING OF TRANSCRIPT**

The Transcript is to be a verbatim record of the words spoken by all participants (justices, judges, registrars, counsel, legal representatives, witnesses and others).

However, some editing should occur in transcribing the Proceedings to make them readable and to provide a professional document for the Court and parties. This might include:

- non-transcribing of such sounds as “um”, “ah”, etc.;
- non-transcribing of administrative matters or matters of no substance to the case. Examples might include:

Discussion of administrative matters prior to an adjournment  
(but record time to resume the next day)

A presiding judicial officer may direct that scandalous or otherwise objectionable remarks in a proceeding not be recorded in the Transcript of the proceeding.

## **8 INDEXES OF WITNESSES AND EXHIBITS AND MARKED FOR IDENTIFICATION (MFI)**

At the conclusion of each day's Transcript, two indexes are to be provided:

- (a) an index of Witness events; and
- (b) an index of Exhibits/MFIs.

The Indexes are to include details as recorded for witnesses and exhibits/MFIs using structured Transcript.

Where a Running Index (i.e. a compendium of all previous indexes) is required, this will be the responsibility of the Court to produce using a Transcript Analysis Application. The Court may seek the assistance of the Service Provider in producing this index.

## 9 PRODUCTION OF TRANSCRIPT

Transcript is to be produced to meet the following requirements:

- (a) Transcript is to be prepared in electronic form, including:
  - line and page numbering
  - the footer and footer information
  - the indexes
  - page specifications
  - structured Transcript
- (b) The Transcript production process is to include a quality checking mechanism, to ensure that the Transcript meets the Courts' Structured Transcript requirements.
- (c) Transcript is to be produced in the following electronic formats for the Courts, being:

Transcript Requirements	Transcript to be provided to the Courts in the following electronic format
General Transcript provided to the Court (this will be used with the Courts' word processing application - Microsoft Word)	Microsoft Word, including all the requirements shown above.
Transcript for draft judgments, <i>ex tempore</i> judgments and Decisions made by Registrars	As above but indexes unlikely to be required
With a <b>Transcription Analysis Application</b> , where Transcript is requested for this purpose by the FCA	Microsoft Word, including all the requirements shown above.
Judgment templates for the Family Court of Australia and Federal Circuit Court of Australia	In Microsoft Word, as per the Judgment templates* (see Section 12).

### Official Transcript

The electronic Transcript produced to the format in this document shall be the official Transcript for the Proceedings in the Court.

Only the official Transcript is to be referred to during the Proceedings and for appeal purposes (for inclusion in an appeal book).

## 10 EXTRACTS OF TRANSCRIPT

Extracts of Transcript may be provided to the Court on request in lieu of the full Transcript.

This service will apply only to identifiable blocks of Transcript such as:

- oral evidence (all or nominated witnesses)
- submissions (all or nominated days)
- judgment only (*ex tempore* or oral)
- other combinations, where these can be clearly identified

## 11 REAL-TIME TRANSCRIPT

Where Real Time Transcript Services are provided, two versions of the transcript are produced:

- (a) the real-time transcript produced in the Court Room and displayed via monitors in the Court Room; and
- (b) the final Transcript which is produced from the real-time transcript.

The final Transcript is to meet the Court's Transcript Style Guide specifications as outlined in this document.

## 12 JUDGMENT TEMPLATES FOR THE FAMILY COURT OF AUSTRALIA AND FEDERAL CIRCUIT COURT OF AUSTRALIA

When transcribing a judgment, the Service Provider must use the relevant judgment templates for each of the FCoA and the FCC (as at the date of the Contract there is one (1) judgment template for the FCoA and FCC as per **Annexure 1**). When transcribing a judgment, it is important that the transcribers only use the formatting styles provided, rather than create their own.

### Watermark

It is important that chambers staff can easily identify the differences between their own work, and that of the Service Provider. To this end, it is a requirement that the Transcribers include a watermark of the word "DRAFT" when sending the transcribed judgment back to the Court.

The watermark details are:

**Watermark:** DRAFT

**Font:** Times New Roman

**Point size:** 80 pt

**Layout:** Diagonal

**Colour:** Gray-40%



### **13 UPDATES TO TRANSCRIPT STYLE GUIDE AND JUDGMENT TEMPLATE SPECIFICATIONS**

For the purposes of this Contract, the Service Provider shall rely upon the existing Transcript Style Guide and Judgment Templates. Where an update or revision is made to the Transcript style guide and/or judgment templates, the Court will provide the updated or revised specifications or templates to the Service Provider as soon as is reasonably possible to enable the Service Provider to transition to the updated specifications and/or revised templates.

## **ANNEXURE 1: Family Court of Australia and Federal Circuit Court of Australia Judgment Template**

Judgment template to be in accordance with the template provided by the Courts, as updated from time to time. Current version being v1, 2020

## **ATTACHMENT C**

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### **REAL TIME RECORDING AND TRANSCRIPTION REQUIREMENTS**

#### **FEDERAL COURT OF AUSTRALIA ONLY**

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## **1 OVERVIEW OF SERVICES REQUIRED**

### **1.1.1 Executive Summary**

While Real Time Recording and Transcription represents only a portion of the overall provision of Services that the FCA requires, it is a significant service that the Service Provider will need to provide to the Court and Litigants. As such, these Services may be provided by the Service Provider itself, or with the Customer's written approval, the Service Provider may engage a sub-contractor to provide these Real Time Services.

### **1.1.2 There are four key objectives to be met through the management of Real Time Transcript Services by the Service Provider:**

- (a) That use is made of existing AV Infrastructure and other Equipment that is relevant to Court Room Proceedings.
- (b) That the final Transcript, which is produced daily for the Court and Litigants, meets the Customer's Transcript Style Guide as shown at Attachment B to the Statement of Requirements.
- (c) That the electronic Transcript is stored and retained in accordance with section 5 of the Statement of Requirements, or elsewhere as relevant.
- (d) That a Recording of Proceedings is made and stored and retained by the Service Provider in accordance with sections 1 and 5 of the Statement of Requirements, or elsewhere as relevant.

### **1.1.3 Generally, the Customer will require the Service Provider to provide the Real Time Services to achieve the following:**

- (a) The provision of Real Time Recording and Transcription Services to the Customer and Litigants in the Court Room and through remote mechanisms, such as a web-service.
- (b) The provision of the final version of the Transcript in accordance with the Customer's Transcript Style Guide.
- (c) Use of existing AV Infrastructure and Equipment, where relevant.
- (d) Technology support for the duration of each Real Time Proceeding to ensure the AV Infrastructure works as a whole.
- (e) The making of a Recording of Proceedings and storage of the Recording and Transcript in accordance with the Statement of Requirements.
- (f) Support for the Judge and associate in the use of the Transcript Analysis Application, as chosen and supplied by the Service Provider, and agreed to its use by the FCA.
- (g) Provision of training for the Judge and associate and others in the use of the Transcript Analysis Application.
- (h) Provision of other Services, as identified in the Statement of Requirements.

## **1.2 Where Services are to be Provided**

### **1.2.1 The Services are to be provided at all Court Locations where required.**

## **1.3 To Whom Services are to be Provided**

### **1.3.1 Services are to be provided for the Court and Litigants in Proceedings conducted in FCA Court Rooms, including other jurisdictions using Federal Court Court Rooms and at external locations, if required.**

### **1.3.2 Note: For the Court Room's setup, liaison is to be made with the Local Registry where the Proceeding is being heard and the Services are to be delivered.**

### **1.3.3 Other Commonwealth Law Courts and Tribunals who may become a signatory to the co-operative procurement arrangements as provided for in the Contract.**

#### **1.4 Cost of Real Time Services**

- 1.4.1 The following costs associated with the provision of Real Time Recording and Transcript Services are to be met by the Service Provider:
- (a) The training for the Judge and associate in the use of the Transcript Analysis Application, and any subsequent cost for support to the Judge and associate in the use of the Transcript Analysis Application for the duration of the Proceeding.
  - (b) The setting up and supporting the Judge and associate in the use of Transcript Analysis Application for the duration of the Proceeding.

### **2 REAL TIME SERVICES – RESPONSIBILITIES OF THE COURT AND SERVICE PROVIDER**

#### **2.1 Responsibilities**

The provision of Real Time Transcript Services to the Customer and Litigants involves responsibilities for the Customer and the Service Provider.

#### **2.2 Responsibilities of the Customer**

The Customer will:

- (a) Provide the use of all AV Infrastructure as relevant to each Real Time Proceeding.
- (b) Provide accommodation in the Court Room for the Real Time personnel.
- (c) Within the limits of the local Registry's capacity to accommodate the same, the Customer will provide space and accommodation outside of the Court Room for the storage and operation of Real Time Equipment owned by the Service Provider.
- (d) Provide all necessary Equipment to enable the Judge and associate to receive and view the Real Time Transcript in the Court Room.
- (e) Provide a copy of the Transcript Analysis Application to the Judge and associate for use with Real Time Proceedings.

#### **2.3 Responsibilities of the Service Provider**

The Service Provider is to manage the provision of Real Time Recording and Transcript Services to the Customer and Litigants. These management Services are to include the following:

##### **2.3.1 *Planning for the Real Time Proceeding***

- (a) Establishing the specific requirements of the Litigants for each Real Time Proceeding.
- (b) Establishing the specific requirements of the Judge and their staff for each Real Time Proceeding.
- (c) Service Provider to liaise with the Customer and Litigants in relation to the planning of each Real Time Proceeding.

##### **2.3.2 *Services for the Judge and associate***

- (a) Provision of the Real Time Transcript in the Court Room to the Judge and associate.
- (b) Provision of Transcript in a format which meets the Customer's Transcript Style Guide specifications using the Transcript Analysis Application.
- (c) Provision of assistance with the setting up of specific software to be used by the Judge and associate for the duration of each Proceeding.

- (d) Provision of all training necessary for the Judge and the Judge's staff in the use of the Transcript Analysis Application to ensure that the Judge and their staff are confident with the operation and functionality of the Real Time Services in the Court Room.

#### 2.3.3 *Services for the Litigants*

- (a) Provision of the Real Time Recording and Transcript in the Court Room to the Litigants.
- (b) Transmission of the Real Time Transcript to external locations outside the Court Room, for example via a web-service.
- (c) Provide assistance as required to set up the Litigants for each Real Time Proceeding.

#### 2.3.4 *Court Room Technology*

- (a) Making available for use all Service Provider Equipment located in the Court Rooms. All technology provided by the Service Provider is to remain under the control of the Service Provider, and is to be set up and operated by the Service Provider's personnel.
- (b) Use of the Court's existing AV Infrastructure (existing at the time of each Real Time Proceeding) so as to:
  - Ensure that sound reinforcement is used in the Court Room.
  - Comply with Work Health & Safety (WHS) obligations.
- (c) Provide any additional Equipment required for the delivery of Real Time Transcript in the Court Room, including additional display screens for the Litigants.
- (d) Provide all necessary Equipment for the delivery of Real Time Transcript to the display screens in the Court Room. The temporary installation of cabling must meet the Customer's WHS and all other Requirements under the Contract.
- (e) Integration of all existing AV Infrastructure with the provision of Real Time Services.
- (f) Technical support for the duration of each Real Time Proceeding.
- (g) Ensuring that Real Time Transcript and all associated Services are operational, not less than 24 hours prior to the scheduled commencement time for each Real Time Proceeding, subject to any variation agreed to by the presiding Judge; and
- (h) To provide the Court with a completed "Test Schedule", 24 hours before the Proceeding's commencement.

#### 2.3.5 *Audio Recording*

- (a) Making a Recording of the Proceedings.
- (b) Storage of the Recordings and the final version of the Transcript in accordance with the Statement of Requirements.

#### 2.3.6 *Transcript*

- (a) Production of the final version of Transcript in accordance with the Customer's Transcript Style Guide, based on the edited Real Time Transcript.

- (b) Delivery of the Court Transcript twice daily to the Customer and to the Litigants in accordance with the time frame applicable to Real Time Transcript Services, as specified in clause 3.3 below.

#### 2.3.7 Other

- (a) For Real Time Services provided to the Court and Litigants, it is expected that the Service Provider will:
  - Provide Transcribers and Monitors that are qualified and skilled in the provision of Real Time Services.
  - Provide the Real Time technology and Equipment, as follows:
    - Stenographic Equipment
    - CAT software for producing the Real Time feed to PCs in the Court Room. This software must be such that it can produce a generic feed for use by any Real Time software products
  - Produce the Real Time Transcript in the Court Room
- (b) When required, work with any Contractor engaged by the Customer and/or Litigants for the provision of a “digital hearing”, involving use of such elements as a digital court book, a digital database and digital display or presentation tools etc.

### 2.4 Roles – the Litigants (or those acting on their behalf)

- 2.4.1 Under the arrangements, it is expected that either the Litigants or their legal representatives, will provide the following:
  - (a) PCs for receiving and viewing the Real Time Transcript in the Court Room, or elsewhere as relevant.
  - (b) Relevant Real Time software that will interface with the Court’s Transcription Analysis Application.

### 2.5 Phases of a Real Time Proceeding

The Service Provider is to design and provide Services to facilitate the completion of the following phases of a Real Time Proceeding.

#### *Preparatory Services*

##### *Phase 1 – Project Planning*

- Planning and preparing for a Real Time Proceeding, including but not limited to, establishing the requirements for the parties, the Judge and associate, and set-up of the Court Room.
- Preparation for the Judge / associate, including but not limited to, Equipment set-up and training in the use of the Transcript Analysis Application for managing the Real Time Transcript.
- Preparation for the Litigants, including but not limited to, arranging Equipment and necessary Software, providing training and the preparation of a glossary of names and terms to be used in the Real Time Transcript.
- Setting up the Court Room, including but not limited to, the provision and set-up of specialised Real Time hardware and Software, other Equipment, network connections and carrying out appropriate testing to ensure all components are working with the AV Infrastructure prior to the commencement of the hearing.



**Phase 2 – Daily Operation**

- Preparation and Delivery of the final Transcript, in addition to the Real Time Transcript during the day. The final Transcript should be in accordance with the Customer's Transcript Style Guide.
- Daily Technical Support for the Court Room, including ensuring that all Real Time Software and Equipment and networks are operational, and responding to any technical questions or requests for assistance from users.
- Daily Support for the Court and Litigants, including delivery of the final Transcript on time, identifying and resolving issues, providing ongoing support and service to the Judge, associate and parties.

**Phase 3 – Close Down**

- Close Down the Court Room to its usual presentation within two days of the cessation of the Proceeding and subject to sign-off by the local FCA representative that the closedown has been completed to a satisfactory standard.
- Storage of the Recording and electronic Transcript, in accordance with the storage requirements under the Statement of Requirements.

**3 TRANSCRIPT REQUIREMENTS FOR REAL TIME PROCEEDINGS****3.1 Service Description**

3.1.1 Transcript in a Real Time Proceeding is to be produced as follows:

- (a) in Real Time via display devices in the Court Room;
- (b) Transcript, representing the final, edited version of the Real Time Transcript. This is to be produced twice daily in accordance with the Customer's Transcript Style Guide, and delivered to the Customer and Litigants in accordance with the time frames set out below
- (c) in other formats, if requested by the Litigants. However, these will not represent the official Court Transcript.

**3.2 Real Time Transcript in the Court Room and elsewhere as relevant**

- 3.2.1 The Service Provider is to provide the Real Time Transcript in the Court Room with the output available for display on computer monitors provided to the Court, the Litigants or the Service Provider.
- 3.2.2 The Service Provider is to provide to the Court and the Litigants a mechanism to view the Real Time Transcript elsewhere as relevant, for example via a web-service.
- 3.2.3 The Service Provider is to arrange all Real Time technology necessary to provide Real Time Services in the Court Room. This will include:
  - (a) stenographic Equipment;
  - (b) CAT software;
  - (c) any other Real Time specific technology or Equipment.
- 3.2.4 The Real Time software used by the Service Provider must produce a Real Time Transcript stream in a text format which is capable of being read by all of the major software products used for reading Real Time Transcript.
- 3.2.5 The Service Provider must ensure that the Real Time technology and Equipment used by the Service Provider is capable of providing a serial feed to the Customer's IT systems.

### **3.3 Transcript Delivery Time Frames**

3.3.1 The Transcript is to be delivered in electronic form to the Court and the Litigants as follows:

- by not later than 30 minutes following resumption of the hearing following the luncheon adjournment, the Service Provider will provide Transcript for as much as possible of the portion of the Real Time Proceedings that was heard before the luncheon adjournment.
- by two (2) hours following the adjournment to each day's hearing, the Transcript for the portion of the Real Time Proceedings that occurred after luncheon and before each day's adjournment is to be provided.

3.3.2 Resolution of any issues regarding any late delivery of Transcript shall be a Proceeding for consideration between the Litigants and the Service Provider. The Litigants may wish to seek reduced payment for late delivery of Transcript from either the Contractor subject to the reason and responsibility for any late delivery.

### **3.4 Final Version of Each Day's Transcript**

3.4.1 The final version of each day's Real Time Transcript must be produced in MS Word in accordance with the Customer's Transcript Style Guide, which will represent the official Transcript.

3.4.2 At the conclusion of each day's Proceedings, it is expected that the final, edited version of the Real Time Transcript will be produced and formatted into the official version of the Transcript.

3.4.3 The final version of each day's Transcript must be produced using a formatting tool to ensure it meets the Customer's Transcript Style Guide requirements.

### **3.5 Cost of the Official Transcript to the Court**

3.5.1 The Service Provider will provide the official version of the Transcript to the Customer, free of charge, irrespective of whether or not it is ordered by the Litigants. This Transcript is to be provided in electronic form only, via email.

### **3.6 Quality of Transcript**

3.6.1 It is expected that the final, edited official version of the Transcript provided to the Customer and Litigants will achieve 98% accuracy.

3.6.2 The Litigants may seek to negotiate reduced payments with the Service Provider where the level of service in the provision of Transcript does not meet the standards for Real Time Transcript, as described in these Requirements.

## **4 USE OF AV INFRASTRUCTURE**

### **4.1 Service Description**

4.1.1 The Service Provider is required to ensure that existing AV Infrastructure is used, to avoid duplication of technology in the Court Room and ensure that Court Room operations involving the following Court Room operations are not hindered in any way:

- Sound reinforcement (providing amplification of the Court Room audio system, whether owned by the Customer or the Service Provider and covering mixers, microphones and associated Recording Equipment)
- Support for the hearing impaired
- Videoconferencing
- Teleconferencing

#### **4.2 Technology to be provided for the Real Time Proceeding**

- 4.2.1 The Service Provider is to arrange the provision of all additional Real Time technology and Equipment to provide Real Time Services in the Court Room. The cost of additional technology will be borne by the Litigants
- 4.2.2 The Service Provider is to ensure that:
- The additional Real Time technology is suitable for integrating with existing Court Room technology.
  - The additional Real Time technology must not interfere with the operation of Hearing Loops or similar technology installed in the Court Room.

#### **4.3 Standard of Work**

- 4.3.1 For each Real Time Proceeding, the Service Provider must ensure the following:
- WH & S requirements are met (e.g. all temporary floor cabling is to be covered and securely fixed to the floor; all loose cabling is to be tied and routed in a manner that it is unlikely to be accidentally dislodged)
  - Court Room furniture and finishes are protected from damage
  - Any technical work undertaken in a Court Room is performed in accordance with the Court Building Site conditions (e.g. all noisy works to be undertaken outside of court sitting hours)
  - At the completion of proceedings, the Court Room is to be returned to its previous condition within two days of cessation of a Proceeding
  - The Service Provider is to obtain sign-off by the local Customer Representative that the closedown is completed to a satisfactory standard.

#### **4.4 Arrangements for Transmission of the Real Time Transcript from the Court to External Locations**

- 4.4.1 The Service Provider may make arrangements for the transmission of the Real Time Transcript to external locations outside the Court Room. Such arrangements must conform with the Contract and Statement of Requirements including, but not limited to:
- Access to the Internet from the Court Room, including use of wireless technology
  - IT security
- 4.4.2 The cost of establishing and providing additional external Services for the purpose of delivering Real Time Services shall be a cost to the Litigants.

### **5 PROVISION OF STATISTICAL DATA**

#### **5.1 Service Description**

- 5.1.1 Following the completion of each Real Time Proceeding in which Real Time Services are used, the Service Provider is to provide statistical data to the Court. This data will include the following:
- statistical data on Recording Services (e.g. number of hours of Recording time);
  - statistical data on Transcript Services (e.g. the number of folios of Transcript provided);
  - any other available statistical or other reasonable data sought by the Court in relation to the Real Time Proceeding in accordance with the terms of the Contract.

## **ATTACHMENT D**

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### **ACCESS TO RECORDINGS AND TRANSCRIPTS**



	FCA Judge matters	FCA Registrar matters	FCoA Judge matters	FCoA Registrar matters	FCC FL Judge matters	FCC FL Registrar matters	FCC GFL Judge matters	FCC GFL Registrar matters
<b>Recorded</b>	Yes	Yes	Yes	No, unless specified by the court through a work order	Yes	No, unless specified by the court through a work order	Yes	Yes
<b>Can a party order the transcript</b>	Yes	Yes	Yes	No, unless recorded and approval of relevant Judicial Officer	Yes	No, unless recorded and approval of relevant Judicial Officer	Yes	Yes
<b>Can a party order the ex-temp Judgment (Judge) or Decision (Registrar)</b>	No	No, unless approval of relevant Judicial Officer obtained	No, unless approval of relevant Judicial Officer obtained (any request currently goes to relevant chambers)	No, unless approval of relevant Judicial Officer obtained	No, unless approval of relevant Judicial Officer obtained (any request currently goes to relevant chambers)	No, unless approval of relevant Judicial Officer obtained	No, unless approval of relevant Judicial Officer obtained (any request currently goes to relevant chambers)	No, unless approval of relevant Judicial Officer obtained (any request currently goes to relevant chambers)
<b>Can a party order audio (excluding Judgment and Decision)</b>	No other than in exceptional circumstances when ordered or directed by the Court	No other than in exceptional circumstances when ordered or directed by the Court	Yes in exceptional circumstances when approved by relevant officer (currently Registry Manager) or ordered or directed by the Court	No, unless recorded and, in exceptional circumstances, when approved by relevant Judicial Officer or when ordered or directed by the Court (not currently recorded however the Court could specify that a	Yes in exceptional circumstances when approved by relevant officer (currently Registry Manager) or when ordered or directed by the Court	No, unless recorded and, in exceptional circumstances, approved by relevant Judicial Officer, or when ordered or directed by the Court (not currently recorded however the Court could specify that a	No, other than in exceptional circumstances when ordered or directed by the Court	No, other than in exceptional circumstances when ordered or directed by the Court

	FCA Judge matters	FCA Registrar matters	FCoA Judge matters	FCoA Registrar matters	FCC FL Judge matters	FCC FL Registrar matters	FCC GFL Judge matters	FCC GFL Registrar matters
Copy of transcript by non-parties or where contractor has doubts about entitlement of a person to transcript	Yes – non-party/public & Media	Yes – non-party/public & Media	Non-party access only when approved by relevant officer (currently Registry Manager)	If recorded, non-party access only when approved by relevant officer (currently Registry Manager)	Non-party access only when approved by relevant officer (currently Registry Manager)	If recorded, non-party access only when approved by relevant officer (currently Registry Manager)	Subject to approval by relevant officer (currently District Registrar)	

## NOTES:

1. All of the above will be subject to Confidentiality of Transcript requirements.
2. FCA has an impecunious litigants policy under which an impecunious litigant may be allowed to read transcript on a computer screen in the registry or at the transcript provider or, subject to undertakings about usage, be "loaned" a hard copy to read overnight or provided with a transcript at the expense of the Court.
3. Under case law, in exceptional circumstances the family law courts may provide a party with a transcript for use in agitating his or her appeal and identified the factors to be considered in the exercise of that discretion.

## **ATTACHMENT E**

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### **REQUIREMENTS FOR NATIVE TITLE PROCEEDINGS AND REMOTE FCA PROCEEDINGS**

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## **1. REQUIREMENTS – NATIVE TITLE PROCEEDINGS IN COURT LOCATIONS**

### **1.1 Overview**

Recording Services and Transcript Services in respect of Native Title Proceedings heard in Court Locations must be provided in accordance with the Statement of Requirements and the following additional requirements.

### **1.2 Personnel**

All the Service Provider's personnel must:

- (a) be experienced in recording evidence from Aboriginal and Torres Strait Islander witnesses and demonstrate an awareness of the sensitivities that may arise in the taking and recording of Aboriginal and Torres Strait Islanders evidence;
- (b) possess demonstrated knowledge or experience and understanding of Aboriginal and Torres Strait Islander cultures and orthographies; and
- (c) be willing to operate as part of a small team in conjunction with the FCA and the Customer's personnel.

### **1.3 Taking the Evidence**

The Service Provider must ensure that, in appropriate circumstances, the following action is undertaken:

- (a) a wordlist of all Aboriginal and Torres Strait islander names and other words in "language" is developed and maintained as they are spoken (unless compiled beforehand); or
- (b) the wordlist is provided to the Customer and all Litigants receiving Transcript on an as required basis, with a final wordlist provided with the last day of Transcript; and
- (c) the Service Provider is to arrange the provision of suitable assistance as appropriate to the circumstances, to ensure an accurate Recording of the Proceedings is made.

### **1.4 Group Evidence**

Transcribers, In Court Monitors and other Service Provider personnel involved in Group Evidence in Native Title Proceedings must have the ability to record evidence in a group situation in which the following elements may be encountered:

- (a) individual persons responding to questions from counsel;
- (b) the person responding being prompted or corrected by others in the group;
- (c) the discussion of a question with one or more members of the group before a response is given; and
- (d) the identity of all persons speaking in the group evidence must be recorded.

### **1.5 Cultural Issues**

All Service Provider Staff dealing with Native Title Proceedings must be sensitive to Aboriginal and Torres Strait Islander culture in general and the specific culture of the people from whom evidence is taken during the Proceedings.

### **1.6 Gender Restricted Evidence**

Where cultural custom or beliefs requires evidence only to be recorded by a person of a particular gender, on request these arrangements must be made by the Service Provider.

Transcription of such evidence must also be by a person of the relevant gender and relevant material stored in a manner which complies with the relevant orders of the FCA. The Transcript of such evidence in hard copy form is to be identified through the use of different coloured paper covers or if provided electronically with appropriate access controls to ensure that only those who are authorised to see the Transcript do so.

All Transcript of gender restricted evidence is to be delivered to the appropriate persons in sealed envelopes, or if provided electronically, with appropriate access controls to ensure that only those who are authorised to see the Transcript do so.

### **1.7 Transcript Style Guide**

The final Transcript is to be prepared and delivered in accordance with the Transcript Style Guide at Attachment B to the Statement of Requirements and in accordance with any additional requirements notified by the Customer or the FCA.

## **2. REQUIREMENTS – FCA REMOTE PROCEEDINGS**

### **2.1 Overview**

Recording Services and Transcript Services in respect of Remote FCA Proceedings must be provided in accordance with sections 1.2 to 1.7 above and the following additional requirements.

### **2.2 Portable Equipment**

Suitable Portable Equipment for the purpose of amplification must be provided. This might include some or all of the following as appropriate:

- (a) The use of a minimum of four (4) lapel cordless microphones; and/or
- (b) The use of a minimum of six (6) corded table microphones;
- (c) The use of a hand-held microphone which can be passed from person to person in a group giving evidence (not including the Judge and Counsel);
- (d) The use of headphones or other means to enable others, where entitled, to hear the evidence being given; and
- (e) The ability to connect the recording equipment to a portable amplifier, for sound amplification, in any situation.

Specific equipment requirements include equipment to enable softly spoken witnesses to be heard (e.g. one FM radio transmitter and six portable receivers).

### **2.3 Back-Up Recording Equipment**

The Service Provider must have back-up Recording Equipment readily on hand in the event of major equipment failure so that no hearing days are lost.

### **2.4 Additional Requirements for Taking the Evidence**

In addition to the requirements at section 1.3 above, if not articulated by the Judge or Counsel during Proceedings, the Service Provider must:

- in the case of site visits, ensure that a clear record as to the location of the site is recorded and transcribed; and
- record and transcribe other unspoken matters relevant to the Proceedings such as the direction in which a person is pointing.

### **2.5 Video-Recording of Proceedings**

On request, the Customer may require the taking of evidence to be video-recorded. For example, preservation evidence may be taken of older witnesses to ensure their evidence is available if they pass away prior to the conclusion of the Proceeding. The Service Provider should be able to undertake such video-recording, ensure that the sound of the evidence is clearly recorded on the video.

### **2.6 Transcript**

The Service Provider must provide Transcribers capable of undertaking Monitoring and producing Transcript for Remote FCA Proceedings at the Remote Location which is to be delivered in accordance with Same Day Progressive Transcript requirements.

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**Schedule 2      (Not used)**