

Easy to do Business

Memorandum of
Understanding

Memorandum of Understanding

1. MOU Details

Duration of MOU	
Commencement Date	28 June 2018
Service NSW Details	
Address	Level 20, 2-24 Rawson Place, Sydney NSW 2000
ABN	37 552 837 401
Service NSW Representative	Executive Director, EtdB – Kylie De Courteney
Phone	02 8059 2359
Email	kylie.decourteney@service.nsw.gov.au
Eurobodalla Shire Council Details	
Address	89 Vulcan Street, Moruya NSW 2537
ABN	47 504 455 945
Council Representative	General Manager – Dr Catherine Dale
Phone	02 4474 1000
Email	catherine.dale@esc.nsw.gov.au

2. Parties

This MOU is made between:

The State of New South Wales represented by Service NSW, ABN 37 552 837 401, whose address is Level 20, 2-24 Rawson Place, Sydney NSW 2000 (SNSW);

and

Eurobodalla Shire Council, ABN 47 504 455 945, of 89 Vulcan Street, Moruya NSW 2537 (The Council).

3. Background

- 3.1 This MOU sets out the agreed understanding of the parties and basis upon which the arrangement is entered into. The MOU is not legally binding.
- 3.2 Easy to do Business is a joint initiative of the Department of Premier and Cabinet, the Customer Service Commissioner, the Office of the NSW Small Business Commissioner and SNSW to make

NSW the easiest state to do business.

- 3.3 SNSW has partnered with the Council to promote and deliver the Easy to do Business program to small business across New South Wales.
- 3.4 The purpose of this collaboration is to:
- 3.4.1 help business owners open and grow a café, small bar or restaurant by providing a single online digital solution and personalised support, and
 - 3.4.2 make it easier to set up a business in New South Wales.
- 3.5 The Easy to do Business program is a free service for the Council and customers.
- 3.6 The Easy to do Business program will expand to include other industries and the entire small business lifecycle, in the future.

4. Term

This MOU commences on the Commencement Date specified in MOU Details and will continue unless terminated by either party.

5. Termination

Either Party may terminate this MOU by giving the other Party ninety (90) days' written notice.

6. SNSW's obligations

SNSW will:

- (a) ensure the Business Concierge will be the customer's single point of contact for queries relating to opening or growing their business
- (b) within two working days, call the customer to establish and understand the customer's ambition with respect to their business and outline how the program may be able to help
- (c) provide tailored publically available information specific to each customer's needs addressing Local, State and Federal Government requirements
- (d) address customer queries relevant to any stage of the end-to-end journey
- (e) provide to the customer a detailed case management plan outlining all licences and approvals required to open or grow their business and the suggested pathway to completion
- (f) where a customer query cannot be immediately addressed, make contact with Council or the relevant federal or state government agency to source the additional information required and respond back to the customer as promptly as possible
- (g) escalate customer queries to the Council specialist team wherever questions become advice-based or highly complex
- (h) guide and support the customer through the online licence application processes
- (i) assist businesses navigate government regulatory processes, not provide advice

- (j) review, verify and validate customer applications against agreed criteria so as to improve the quality of applications submitted to Council.

7. Council's obligations

The Council will:

- (a) refer eligible customers to EtdB
- (b) provide guidance and information to the EtdB team to assist it to respond to customer queries, as required
- (c) communicate application outcomes to the customer and the EtdB team
- (d) provide updates on changes in the local area that may impact EtdB
- (e) identify local events and organisations that are opportunities to inform customers about EtdB
- (f) provide feedback on the effectiveness and performance of EtdB in the local area.

8. Liability

- 8.1 Use of the Easy to do Business service does not alter in any way each customer's responsibility to provide accurate and complete information in support of each application. The customer is entirely responsible for the information contained in and lodgement of their own forms, fulfilment of any legal requirements as well as any works or activities that they complete following the receipt of information through the Service.
- 8.2 To the full extent permitted by law, neither Council or SNSW will be liable to the customer for the customer's actions or responsible for any liability, loss or cost suffered directly or indirectly by the business in connection with the Easy to do Business service.

9. Review of MOU

The Parties agree to meet to discuss the terms and conditions of this MOU and to consider whether any variations or amendments need to be made.

10. Variations

This MOU may be varied by agreement of the Parties in writing.

11. Relationship

11.1 Cooperation

In carrying out its respective obligations under this MOU, the Parties agree to co-operate in a timely and effective manner with each other and to act in good faith.

11.2 Meetings

The SNSW Representative and the Council Representative agree to meet and discuss any matters relating to this MOU.

11.3 Issues

Each Party will keep the other informed in writing as to any issues arising and keep an ongoing written record of the status of each issue and when and how it was resolved.

12. Representatives of the Parties

12.1 Change of Representatives

- (a) The Parties should inform the other party about any change of Representative from that specified in MOU Details.

12.2 Power and authority of Representatives

The SNSW Representative and the Council's Representative:

- (a) are the agent of the respective Party for the purposes of doing anything to be under this MOU; and
- (b) have the authority to make and give, or accept, on the Party's behalf, any approvals, acceptances, directions, notice and other decisions that the Party may make and give, or accept, under this MOU.

13. Resolution of Disputes

- 13.1 Both Parties agree to attempt to act in good faith in carrying out their obligations under this MOU and to attempt to resolve any Dispute in good faith.

- 13.2 In the event of any dispute between the Parties under or in connection with this MOU, the Parties will:

- (a) within seven days (or such other period agreed between the parties) of a Party providing notice of a dispute to the other Party, ensure that the SNSW Representative and Council Representative meet with a view to resolving the dispute; then
- (b) if the dispute is not resolved, within 14 days (or such other period agreed between the Parties) of that meeting, the Chief Executive of the Council (or delegate) will meet with the Chief Executive Officer of Service NSW (or delegate) with a view to resolving the dispute.

- 13.3 Any Disputes arising out of or in connection with the MOU which cannot be settled by negotiation between the Parties under clause 13 (b) shall be referred to mediation via the Resolution Institute - <https://www.iama.org.au>.

- 13.4 If a dispute arises from, out of, or in connection with this MOU, the Parties must attempt to resolve it in accordance with the Premier's Memorandum M1997 – 26 Litigation Involving Government Authorities.

14. Notices

14.1 General

Any notices under this MOU must be given by an Authorised Representative of the Parties.

14.2 Change of address

Each Party must notify the other Party in writing of any changes to notice details specified in MOU Details.

15. Non-binding Memorandum of Understanding

15.1 This MOU is not intended to create legally enforceable rights or obligations for either Party.

15.2 This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:

- (a) no reliance will be placed on it;
- (b) it does not constitute an obligation binding either side;
- (c) it does not contain all matter upon which agreement must be reached in order for an agreement to be consummated;
- (d) it creates no rights in favour of either party; and
- (e) for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on any person to proceed with an agreement.

16. Miscellaneous

16.1 Legal costs

Subject to any express provision in this MOU to the contrary, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under this MOU.

16.2 Amendment

All amendments to this MOU and all consents, approvals, waivers and agreements made under this MOU must be evidenced in writing.

Signed for and on behalf of SNSW

Name: JANE WANTS
Position: DIRECTOR, STRATEGY
A/CCO.

Signature: [Signature]
Date: 23/7/18

Signed for and on behalf of the Council

Name: DR CATHERINE DALE
Position: GENERAL MANAGER

Signature: [Signature]
Date: 5/7/18.

PARTNERSHIP AGREEMENT

Between **Service NSW** (ABN 37 552 837 401) and the Eurobodalla Shire Council (the '**Council**)
(the '**Parties**')

Last Updated: 27 July 2021

1. Purpose

1.1. The purpose of this Agreement is to:

- A. Provide the services of Service NSW for Business, which is a division of Service NSW with a mandate of being the one front door for businesses in NSW to access government information and services.
- B. Provide the framework within which Services will be delivered;
- C. Document the responsibilities of Service NSW and the Council on the provision of Services;
- D. Provide mechanisms to manage the relationship between the Parties;
- E. Promote a collaborative approach to working together in a timely and effective manner and to act in good faith.

This Agreement is not legally binding.

2. Background

- 1) Service NSW is a Division of the Government Service established under the Service Act. The functions of Service NSW include the exercise of customer service functions, within the meaning of the Service Act; other functions conferred by statute; and other functions relating to the delivery of Government services, as directed by the Minister responsible for Service NSW.
- 2) Section 7 of the Service Act makes provision for customer service functions to be delegated by other NSW Government agencies to the Chief Executive Officer ('CEO').
- 3) The functions of the CEO are exercised by the staff of Service NSW.
- 4) Section 8 of the Service Act enables the CEO to enter into Agreements with local government agencies for the exercise of a non-statutory customer service function of the agency; or with respect to the exercise of a customer service function delegated to the CEO.
- 5) Subsection 8(4) of the Service Act provides that an Agreement with a council, a county council or a joint organisation within the meaning of the *Local Government Act 1993* must be approved by a resolution of the council, county council or joint organisation, must be approved before it is entered into.
- 6) Service NSW partners with the Council to promote and deliver the services of Service NSW for Business to businesses across NSW.

7) the purpose of this collaboration is to ensure awareness and access to Government services to all businesses in NSW.

8) the Services of Service NSW for Business are free for the Council and for customers.

9) The PPIP Act and the HRIP Act set out information handling principles that apply to public sector agencies (as defined in section 3 of the PPIP Act). As public sector agencies, the parties must not do anything, or engage in any practice, that contravenes a privacy principle that applies to them.

10) Section 14 of the Service Act makes provision for the disclosure and use of information, including personal information, for the purposes of the exercise of customer service functions by the CEO. Section 14 has effect despite the provisions of any other Act, including the PPIP Act and the HRIP Act.

11) Section 15 of the Service Act makes provision for the collection of personal information for the purposes of the PPIP Act and the HRIP Act, by Service NSW.

12) Section 16 of the Service Act enables an Agreement made under the Service Act, or a delegation of a customer service function by an agency to the CEO, to provide for the exercise by Service NSW of functions relating to access to information under the Government Information (Public Access) Act 2009 and functions relating to the State Records Act 1998, in connection with the functions of the council concerned. The responsibilities of Agencies under the *State Records Act 1998* include making and keeping full and accurate records of their office.

13) The Parties have agreed to enter into an Agreement under section 8 of the Service Act, incorporating the terms on this Agreement..

3. Guiding Principles

3.1. The Parties will:

- A. Work collaboratively and in good faith in a timely and effective manner, with open communication to achieve shared objectives;
- B. Facilitate a partnership relationship that promotes and achieves continuous improvement and accountability;
- C. Ensure that each of its Personnel complies with this Agreement and all applicable laws and policies relating to the Services, including the *Work Health and Safety Act 2011*;
- D. Comply with the agreed timelines for meeting obligations to ensure efficient and effective delivery of Services;
- E. Work together to identify and manage shared risks;
- F. Work together to prioritise initiatives and enhancements, particularly where there are limitations on time and resources; and
- G. Work together to respond to the media, advise Ministers, and consult each other when developing communications that impact on Services.

4. Roles and Responsibilities

4.1. Service NSW will:

- A. Provide the Services in accordance with the terms of this Agreement, subject to any Change Request;
- B. Exercise the required standard of skill, care and diligence in its performance of the Services and ensure that its Personnel have appropriate qualifications and skills to provide the Services;
- C. Take responsibility for the management of records it creates or holds as a result of the exercise of a customer service function, where required; and
- D. Take responsibility for performing necessary maintenance of its systems and data managing the impact on customers from Service NSW system outages and working in conjunction with the Council.

4.2. The Council will:

- A. Provide Service NSW with all information, inputs, resources and subject matter expertise in a timely manner as required to enable Service NSW to provide the Services as set out in the Agreement;
- B. Take responsibility for the management of records it receives or holds following the exercise of a customer service function by Service NSW.

4.3. The Parties undertake to maintain open channels of communication by:

- A. Making available Personnel, data, reports and computer systems for the purposes of resolving customer issues;
- B. Appointing a Relationship Manager with responsibility for managing the contractual and operational aspects of the Services. The Relationship Manager may be varied.

5. Services

A. Service NSW will:

- (i) provide the relevant information and contacts to Council to ensure its local businesses are aware and can access the Service NSW for Business services
- (ii) provide a single point of contact for Council to ensure it can access Service NSW for Business services.

B. the Council will:

- (i) refer eligible customers to the Program;
- (ii) provide guidance to Service NSW staff to assist in responding to inquiries;
- (iii) inform customers and Service NSW of the outcome of relevant applications in line with privacy requirements
- (iv) provide updates on changes to local government policies, guidelines or other matters which may affect the Program;
- (v) identify local opportunities to inform customers of the program;
- (vi) provide Service NSW with feedback on the effectiveness and performance of the Program.

6. Liability

- 6.1. To the full extent permitted by law, neither Council or Service NSW will be liable to the customer for the customer's actions or responsible for any liability, loss or cost suffered directly or indirectly by the business in connection with the Service NSW for Business service.

7. Data and Data Security

- 7.1. Each party retains ownership of its Data.
- 7.2. Except as required by law, neither party must, and must ensure that its Personnel will not:
 - A. use the Data belonging to the other party for any purpose other than the performance of its obligations under this Agreement; or
 - B. sell, commercially exploit, let for hire, assign rights in or otherwise dispose of any Data. or
 - C. Make the other party's Data available to a third party including another government agency or body, other than an approved Subcontractor, and only to the extent required under this Agreement.
- 7.3 Each party must establish and maintain safeguards against the destruction, loss or alteration of either party's Data in the possession or control of that party which are is consistent with and no less rigorous than those maintained by either party to secure its own data; and comply with all applicable laws and policies.
- 7.4 In particular, the Parties will ensure the secure transmission and storage of data, at standards no less than those recommended by Cyber Security NSW.

8. Confidential Information

- 8.1. The Parties must, in respect of any Confidential Information:
 - A. Keep the Confidential Information confidential and not disclose that information to any person without the prior written consent of the disclosing party, other than to its Personnel, professional advisors or contractors requiring access to the Confidential Information in connection with providing the Services;
 - B. Use the Confidential Information solely for the purpose of carrying out its obligations;
 - C. Not permit the Confidential Information to be reproduced except to the extent reasonably required to carry out its obligations;
 - D. Not do anything that would cause the disclosing party or its Personnel to breach their obligations under Privacy Law; and
 - E. Notify the other party as soon as possible upon becoming aware of any breach of this clause.

9. Privacy

- 9.1 Each party and its Personnel must:
 - A. Comply with Privacy Laws; and
 - B. Do all that is reasonably necessary to enable the other party to comply with Privacy Laws, including the development of documentation to demonstrate compliance with Privacy Laws, as agreed between the parties;
- 9.2. In particular, Service NSW acknowledges that:
 - A. The collection of personal or health information will take place in compliance with the Privacy Laws, as modified by section 15 of the Service Act; and

- B. the use, disclosure, storage and retention of such information will be in accordance with the Privacy Laws, and in accordance with applicable policies.

Schedule 3 documents the respective responsibilities of Service NSW and the Council in relation to the collection, storage, use, retention and disclosure of personal information.

- 9.4 Personal and health Information collected, used, disclosed or retained between the parties will be managed and retained by the parties in accordance with the *State Records Act 1998* (NSW) and all other applicable laws, including Privacy Laws.
- 9.5 Once either of the Parties has reasonable grounds to believe there has been unauthorised access to, unauthorised disclosure of, or a loss of Personal or Health Information, dealt with in connection with this Agreement (**'Data Incident'**):
 - A. The party must immediately (but in any event, no later than 72 hours of becoming aware of the Data Incident) notify the other party of that contravention together with all relevant information relating to the contravention;
 - B. Consult with the other party as to which party should have primary responsibility for investigating and dealing with the breach or possible breach;
 - C. Consider, having regard to the scope of the Data Incident and the nature of the personal or health information involved, together with any other relevant factors, whether the Data Incident is serious.
 - D. The party with primary responsibility for the breach must notify the Privacy Commissioner as soon as practicable that a serious Data Incident has occurred; and
 - E. The parties must co-operate and collaborate in relation to assessment and investigation of the Data Incident, and action required to prevent future Data Incidents.
- 9.6 If either of the Parties receives a complaint or request for an internal review of conduct in relation to a breach or alleged breach of a Privacy Law, including under section 53 of the PPIP Act, (a **'Complaint'**), the following will apply:
 - A. It is the responsibility of the party that receives the Complaint to perform a preliminary investigation to determine the party responsible for the conduct;
 - B. If responsibility lies wholly with the party that received the Complaint, then that party is responsible for responding to the complaint or conducting the internal review of conduct;
 - C. If, after performing the investigation, the relevant party reasonably considers that the Complaint should be transferred to the other party, it will (after obtaining the consent of the customer) promptly transfer the Complaint and any further information obtained by the party from its preliminary investigation, to the other party, no later than 20 days after receipt of the original Complaint;
 - D. If the Complaint relates jointly to the conduct of both parties, then the party that received the Complaint will (after obtaining the consent of the Customer) notify the other party no later than 20 days after its receipt of the original Complaint and provide any further information obtained by that party from its preliminary investigation. The parties will then work together to coordinate a joint response from the parties within 60 days of receipt of the Complaint. This response may include an internal review of conduct.

10. Intellectual Property

- 10.1 Each party will retain the Intellectual Property Rights in its Existing Material.
- 10.2 Each party agrees to grant to the other party a non-exclusive and royalty free licence to use, sublicense, adapt, or reproduce:
 - A. Their Existing Material; and
 - B. All methodologies, processes, techniques, ideas, concepts and know-how embodied in their Existing Material,
 - C. To the extent their Existing Material is required for use by the other party, solely in connection with provision of the Services.
- 10.3 Each party represents and warrants to the other party that it has all required rights and consents for its Existing Material to be used for the Services.
- 10.4 Intellectual Property Rights in all New Contract Material will vest in the Council.
- 10.5 The Council grants a perpetual, worldwide, irrevocable and royalty free licence to the Intellectual Property Rights in all New Contract Material to Service NSW for the purpose of performing the Services.
- 10.6 Subject to clauses 10.1 and 10.4, Service NSW will own all Intellectual Property Rights in the provision of the Services, including any solution and service design.

11. Performance Management and Continuous Improvement

- 11.1 Service NSW for Business does not require any provisions in relation to performance management
- 11.2 Service NSW for Business will work collaboratively with Council to ensure continuous improvement of its services to Council.
- 11.3 Any future extension of this Agreement by Service NSW with Council will specify the relevant performance management and continuous improvement provisions required.

12. Reporting

- 12.1 Service NSW for Business does not require any reporting arrangements
- 12.2 Any future arrangements that require reporting will be outlined in a Schedule to this Agreement.

13. Change Management

- 13.1 Each party will comply with the Change Management Process set out in Schedule 4.
- 13.2 The parties agree to complete a Change Request in the form set out in Schedule 4 to add to or vary the Services.

14. Governance

- 14.1 The parties agree to comply with the Governance Framework.

15. Business Continuity and Disaster Recovery

- 15.1 Each party will maintain Business Continuity and Disaster Recovery Plan arrangements to ensure that each party is able to continue to perform its obligations under this Agreement, or where performance is not possible, resume performance as soon as reasonably practicable in the event of a Disaster.

16. Dispute Resolution

- 16.1 In the event of a dispute between the parties, a party will:
- Raise the dispute with the other party's Relationship Manager and use best efforts to resolve the dispute;
 - If the dispute is not resolved within a reasonable period, the Chief Executive of the Council or their delegate will meet with the Chief Executive Officer of Service NSW (or their delegate) with a view to resolving the dispute.
 - If the dispute is not resolved under clauses 16.1(b) within a reasonable period, attempt to resolve any dispute in accordance with the Premier's Memorandum M1997-26.
- 16.2 Despite the existence of a dispute, each party must continue to perform its obligations.

17. Termination

- 17.1 Either party may terminate this Agreement in whole or in part by giving the other party 90 days written notice or as otherwise agreed.
- 17.2 On notice of termination or where Service NSW is otherwise required to cease to perform some or all of the Program, the parties will work together in good faith to finalise and agree a transition out plan to facilitate smooth and orderly transition of the relevant Program to the Council or the Council's nominated third party. Where the parties cannot agree, the dispute resolution provisions in clause 16 will apply.
- 17.3 Upon termination, each party agrees to return all Data and property belonging to the other party within 30 days of the termination date and comply with the transition out plan agreed under clause 17.2.

18. Miscellaneous

- 18.1 Entire Agreement

This Agreement supersedes all previous Agreements, understandings, negotiations, representations and warranties and embodies the entire Agreement between the Parties about its subject matter.

- 18.2 Survival

The following clauses survive termination or expiry of the Agreement: Clauses 4, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 19 and any other clause which by its nature is intended to survive termination or expiry of the Agreement.

18.3 Notices

A notice under this Agreement must be in writing and delivered to the address or email address of the recipient party.

18.4 Variation

All variations to this Agreement and all consents, approvals and waivers made under this Agreement must be evidenced in writing and variations signed by both parties.

18.5 Waiver

If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

10.6. Applicable law

The Agreement is governed by, and is to be construed in accordance with, the laws in force in NSW.

18.7 Counterparts

The Agreement may consist of a number of counterparts and if so, the counterparts taken together constitute one and the same instrument.

19. Execution

Council has reviewed and accepts this Agreement

Signed for and on behalf of Council by its authorised signatory	Signed for and on behalf of Service NSW by its authorised signatory
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:
Witness:	Witness:
Signature:	Signature:

Schedules

Schedule 1 - Definitions

In these Partnership Agreement, except where a contrary intention appears:

Business Continuity and Disaster Recovery Plan means a business continuity and disaster recovery plan which documents the back-up and response actions each of the parties will take to continue its obligations if a Disaster occurs;

Change Request means the request for a change to the scope of Services in the form set out in Schedule 4;

Commencement Date means the date of start of this Agreement.

Confidential Information of a party means any written or oral information of a technical, business or financial nature disclosed to the other party, including its employees or agents, by the disclosing Party (whether orally or in writing) whether before or after the Commencement Date, that:

- A. is by its nature confidential; or
- B. is designated as confidential; or
- C. the other party knows or ought to know is confidential,
- D. but does not include information which:
 - a. is or becomes public knowledge other than by breach of this Agreement; or
 - b. is in the lawful possession of the Party without restriction in relation to disclosure before the date of receipt of the information; or
 - c. is required to be disclosed by Law, government policy or legal process.

Contact Centre has the meaning set out in Schedule 2;

Continuous Improvement Principles have the meaning set out in Schedule 2;

Continuous Improvement Process has the meaning set out in Schedule 2;

Data means the data of each party and all data and information relating to their operations, Personnel, assets, customers and systems in whatever form that may exist, including Confidential Information;

Disaster means an event that causes, or is likely to cause, a material adverse effect on the provision of the Services that cannot be managed within the context of normal operating procedures including interruption, destruction or other loss of operational capacity;

Existing Material means any material that is developed prior to entering into a Partnership Agreement, or developed independently of a Partnership Agreement, and includes any enhancements and modifications to its Existing Material created as part of a Partnership Agreement;

HRIP Act means the *Health Records and Information Privacy Act 2002 (NSW)*;

Instrument of Delegation means the instruments of delegation (including its terms and conditions) made by the Council in relation to the Delegated Functions.

Intellectual Property Rights includes patent, knowhow, copyright, moral right, design, semi-conductor, or circuit layout rights, trademark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whether created before or after the Commencement Date, in Australia or elsewhere;

Middle Office has the meaning set out in Schedule 2;

Moral Rights means the right of integrity of authorship and the right not to have authorship falsely attributed, as confined by the *Copyright Act 1968* (Cth) and the rights of similar nature anywhere in the world, whether in existence before or after the Commencement Date;

New Contract Material means new data created, other than the solution or service design;

Partnership Agreement means these terms and conditions and includes Schedules 1, 2, 3 and 4.

Personal Information has the meaning given to it in the Privacy Laws, as amended from time to time;

Personnel means the person or persons employed or otherwise contracted by either party under this Agreement, as the context requires;

PIIP Act means the *Privacy and Personal Information Protection Act 1998* (NSW);

Privacy Law means any law that applies to either or both of the parties which affect privacy or any personal information or any health information (including its collection, storage, use or processing) including:

- A. the PPIP Act; and
- B. the HRIP Act.

Program means the Easy to do Business program;

Quarterly Forecast has the meaning set out in Schedule 2;

Relationship Manager means the nominated relationship managers of either party, as set out in the Service Agreement, or as otherwise nominated by a party from time to time;

Service Act means the *Service NSW (One-stop Access to Government Services) Act 2013* (NSW);

Service Centre has the meaning set out in Schedule 2;

Service NSW Standard Operating Conditions means the standard operating conditions met by Service NSW in the usual course of its performance of the Services set out in Schedule 2;

Subcontractor means a third party to which Service NSW has subcontracted the performance or supply of any Services;

Schedule 2

1. Service NSW Standard Operating Conditions

In addition to the Partnership Agreement this section covers the standard omnichannel service inclusions.

1.1. Service Centre

Similar services as those available at Service Centres may be offered through Mobile Service Centres. The Mobile Service Centre timetable is published regularly on the Service NSW website.

Inclusion	Description
Concierge and digital assisted services	A Service NSW Concierge will greet and direct customers to the appropriate channel and dispense a ticket where applicable. If the transaction can be completed online, a Digital Service Representative will assist the customer to complete the transaction
Customer sentiment surveys	Before leaving the centre, customers will be offered the option of leaving feedback via a digital terminal

1.2. Contact Centre

Similar services (to that of phone-based) may be offered through a web chat feature accessible via the Service NSW website.

Inclusion	Description
Virtual hold call back system	During high volume periods, customers will be offered the option of leaving their details with an Interactive Voice Response (IVR) auto attendant. Customers can hang up while holding their place in the queue. Their call will be returned by the next available operator
Inbound number	Service NSW will answer all inbound enquiries on 13 77 88 as 'Service NSW'
Call coding	A Customer Service Representative will record the customer's reason for calls and the outcome
Customer sentiment surveys	Once the call is complete, customers will be offered the option of leaving feedback via an automated IVR system

1.3. Middle Office

Inclusion	Description
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Enquiry triage	Service NSW will triage enquiries received to info@service.nsw.gov.au or via Service NSW website 'Contact Us' page and <ul style="list-style-type: none"> Resolve these enquiries or; Refer it to the appropriate business area at the Council
Enquiry coding	A Customer Service Representative will record the customer's reason for enquiring and the outcome

1.4. Service NSW Website and Mobile App

Inclusion	Description
Scheduled maintenance and planned outages	Service NSW will conduct regularly scheduled maintenance of the website and mobile app. 10 business days of notice will be provided regarding outages from planned and scheduled maintenance Maintenance activities with negligible impact or outage, such as enhancements to optimise for cybersecurity or performance, may occur without notification to the Council

1.5. Service NSW for Business

Service NSW for Business provides a multi-channel service including digital, phone and face-to-face services for metro and regional businesses in NSW and develops relationships with councils and business associations to promote the offering to local businesses.

Inclusion	Description
Relationship management	Business Customer Service staff initiate and maintain relationships with councils and business associations to promote awareness and use of the service offering by such stakeholders and their local business community. It may include, but is not limited to, information sharing, regular liaison at events and stakeholder premises and issue of surveys.
Scheduled Maintenance and Planned Outages	Digital products controlled by Service NSW for Business will be regularly updated, upgraded and maintained without any outages.

1.6. Training

Service NSW will provide appropriately trained Personnel to deliver the Services.

1.7. Language

Service NSW will provide services in English and may arrange translation and interpreter services for customers from non-English speaking backgrounds if required.

1.8. Branding

Unless otherwise set out in the Partnership Agreement, Service NSW channels are singularly branded. Marketing communication is limited to Service NSW led or co-led campaigns and programs.

1.9. Contractors and Agents

Service NSW may use contractors and agents in connection with the delivery of Services. Such agents and contractors are approved persons under Part 2 Section 12 of the Service Act.

1.10. Out of Scope Services

Any item, service or deliverable that is not specified in a Partnership Agreement is deemed to be out of scope for Service NSW.

2. Operational Framework

Service NSW operational framework outlines how operations are managed on a day-to-day basis.

Operational Support	Description
Knowledge Management	Service NSW creates and maintains support material (knowledge articles) for serving customers. These will be sent to the Council for endorsement of content accuracy bi-annually
Complaints Management	Service NSW will record complaints and its supporting information unless resolved at the outset. Service NSW will contact the Council where assistance is required
Issues Management	Issues relating to existing products and services should be raised via partnerships@service.nsw.gov.au or directly with the Relationship Manager The Relationship Manager will assess the issue and facilitate a resolution within Service NSW, providing regular updates
Quality control framework/ compliance	Service NSW has a quality control framework that governs transactional activities in line with risk assessment at the time of onboarding The framework includes: <ul style="list-style-type: none">- Regular review of contact centre calls, including being assessed against procedure and process used by the agent during the call- Daily quality checks of transactions undertaken by the service centre- Quarterly compliance reviews and certifications provided by all service delivery channels

2.1. IT Operations & Support

Service NSW runs a 24/7, 365 days a year service desk. Unplanned interruptions or degradations in quality of service should be raised to the Service NSW Service Desk on 1300 697 679 (option 2) or servicedesk@service.nsw.gov.au

Incident response times in our production environment are prioritised based upon urgency and impact, with associated response and resolution times.

Priority Code	Service Level Target Response/Resolution Time
P1 - Critical	Response: Immediate response, action/update within 15 minutes Resolution: 2 hours
P2 - High	Response: Immediate response, action/update within 30 minutes Resolution: 4 hours
P3 - Medium	Response: 8 hours Target Resolution: 10 working days
P4 - Low	Response: Email notification of call being logged within 2 days. Response by email or phone within 2 working days Target Resolution: 20 working days

Where vendors or other government platforms are involved, Service NSW utilises a best practice vendor governance framework for service level Agreements and for priority 1 and 2 incidents.

2.2. System and Security Maintenance

Service NSW complies with the NSW Government Cyber Security Policy and operates an information security management system that is certified against ISO 27001. These engagement Terms do not extend the certification scope to the Council's specific activities.

3. Customer Payments

Service NSW will collect payments from customers for transactions set out in the Service Agreement. Cash, cheque, money order, credit or debit card may be accepted and merchant fees plus GST will be recovered.

Service NSW will provide remittances and reconciliation files to the Council which include:

- A. Credit T+2 value for cash, cheques* and bank card payments
- B. Credit T+2 value for AMEX payments
- C. Debit any cheques dishonoured
- D. Debit any card payment chargebacks
- E. Debit any refunds processed on behalf of the Council

Cheque payments received over \$50,000 will be remitted back to the Council once the funds clear the Service NSW remitting bank account.

4. Business Continuity and Disaster Recovery

Service NSW will maintain an Enterprise Risk Management Framework focused on managing risks to Service NSW, including mitigation of the likelihood and impact of an adverse event occurring. As a function of risk management, business continuity management will enable Service NSW to minimise disruptive risks and restore and recover its business-critical services within acceptable predefined timeframes should an adverse event or other major business disruption occur.

Recovery and timeframes may be impacted when events or disruptions are related to dependencies on partner Agencies. The Parties will agree on Recovery Point Objectives and Recovery Time Objectives and associated charges prior to designing the system and will periodically review these objectives.

All systems and technology provided by Service NSW internally and through third-party vendors, operate through multiple data centres to achieve high availability. Service NSW systems are architected, where practicable and possible, to ensure continuity of service in the event of a data centre disruption or outage.

Definitions

Recovery Point Objectives means the age of files that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure.

Recovery Time Objectives means the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.

5. Continuous Improvement

Service NSW regularly reviews improvement ideas from employees and customers. We will provide you with any ideas relevant to your agency for consideration.

‘Continuous Improvement’ refers to identifying a process, system or policy opportunities that will deliver a benefit for our people, our customers or the NSW government. These improvements may be delivered in house where possible or by engaging our partnering agencies where further input or decisions are required under policy or legislation. A Continuous Improvement:

- A. Puts the customer first
- B. Makes the customer service job easier
- C. Improves a step in a process
- D. Changes the way a task is completed so that it doesn’t take as long
- E. Reduces handling time and is cost effective
- F. Allows others to benefit from best practices
- G. Allows us to do things better locally, regionally or organisation-wide
- H. Is a low-investment process change and not a policy change
- I. Improves accountability within the various stages of the process
- J. Removes steps that don’t add any value to a process

Service NSW will consider several factors such as cost to implement, cost savings, customer experience, team member experience and operational efficiency in prioritising continuous improvements.

5.1. Continuous Improvement Process

The parties will identify new continuous improvement initiatives on an annual basis, with a 6-monthly check-in on ongoing continuous improvement initiatives.

When establishing a new continuous improvement initiative, the parties will classify the initiative based on

whether it can be implemented as:

- A. part of the ongoing 'business as usual' services (cost and resourcing to be absorbed by Service NSW;
or
- B. a new project initiative (cost and resourcing to be agreed by the parties).

A prioritisation process will be agreed upon between the parties to prioritise initiatives (for Service NSW, this will be performed by the Partnerships team).

The Council may be required to effect policy, system or regulatory changes to assist in delivering the service process improvement, as agreed with Service NSW. Where a review of Council policy, system or regulatory changes is requested by Service NSW from the Council, these should be conducted within timeframes agreed between the respective Relationship Managers.

Schedule 3 – Privacy and Data Security

(a) General

- (i) Service NSW may collect, use, disclose, store and retain personal information when exercising functions for the Council:
- (ii) Where Service NSW exercises functions for the Council, Service NSW can share information it obtains with the Council without separately requesting the customer's consent. Service NSW can also share the information it obtains with any person that the Council is authorised or required to disclose the information to in accordance with the Service Act.

(b) Access to Agency Systems

- (i) The Parties agree that Service NSW will not have access to the Council's information system.

(c) Collection of information

- (i) Service NSW may incidentally collect Personal Information via call recordings in the course of answering queries on behalf of Council or referring customers to Council. Personal Information collected may include: full name, address, contact number or email address.
- (ii) Service NSW will take reasonable steps to ensure that the Personal or Health Information it collects on behalf of the Council is, relevant, accurate, up-to-date and complete.
- (iii) Service NSW will provide a privacy collection notice to customers whenever it collects their information.
- (iv) If Service NSW collects personal information for its own internal purposes, when exercising functions for the Council, it will ensure that the privacy collection notice meets the requirements of section 10 of the *PPIP Act* in light of section 15(3) of the *Service Act*.
- (v) The notice will address each of the matters that a privacy collection notice is, by law, required to address. Service NSW will develop the content of the notice in consultation with Council.

(d) Internal records maintained by Service NSW

- (i) Under the *Service Act*, Service NSW is permitted to collect, maintain and use the following records for its internal administrative purposes, including for the purposes of its interactions with customers for whom functions are exercised:
 - Details of transactions between customers and Service NSW
 - The preferences of customers for transacting matters with Service NSW and Council, and
 - Other information about customers.
- (ii) Service NSW collects, maintains and uses the following information for its internal administrative purposes:
 - Details of transactions between customers and Service NSW
 - The preferences of customers for transacting matters with Service NSW and Council and
 - Other information about customers.

(e) Use of information

- (i) Service NSW can use information in accordance with the *Service Act*, PPIP Act and HRIP Act.
- (ii) Service NSW uses Personal Information for the purposes of assisting customers in directing queries to Council, training and quality purposes.

(f) Disclosure

- (i) Service NSW can disclose information in accordance with the *Service Act*, PPIP Act and HRIP Act.
- (ii) Where Service NSW performs a transaction for a customer, when exercising functions for the Council, it will ask the customer for consent before sharing that information with a different agency,

(g) Retention

- (i). Personal Information collected via call recordings is stored in Genesys. The length of data retention will be directly related to the purpose for which it was collected and retained. Data is maintained for the minimum period required. Call recordings are available for 3 months and subsequently archived. **(h)**

(h) Data Security

- (i). Personal Information stored in Genesys follows a comprehensive User Access Matrix controlled by Government Technology Platforms Virtual Contact Centre Team. Role based access to the system is granted to users at the minimum level required to perform their duties and to protect against unauthorised access, use, modification or disclosure. Access vi SSO with dfsi.okta.com. The Genesys PureCloud environment is whitelisted and only users on the corporate network or VPN can access the platform. The User Access Matrix is reviewed monthly and a detailed review is conducted every 6 months. The User Access Matrix is a comprehensive document that shows details such as the time of last login, date the account was disabled, date of termination, date of extension, date of role review, name of the reviewer.

(i) Privacy Management plans

The parties agree to update and periodically review their privacy management plans or other relevant policy documents so that any person can ascertain whether Service NSW or the Council holds personal information relating to that person and if so, the nature of the information, the main purposes for which it is used and the person's entitlement to access the information, in relation to the services covered by this Agreement.

(j) Access to and amendment of Personal Information

- (i) Service NSW agrees that it will provide any individual who requests it with access to their own personal information without excessive delay and without any expense, in relation to information it holds as a result of exercising functions for the Council.

(k) Privacy Officer

The parties have nominated a Privacy Officer who is the point of contact for dealing with complaints, applications for internal reviews, data breaches, employee education and other privacy matters.

Privacy Officers can be contacted as follows:

Service NSW:

Privacy Officer

Service NSW

2-24 Rawson Place, Sydney NSW 2000

Phone: 13 77 88

Email: privacy@service.nsw.gov.au

[Name of Council Privacy Officer]:

Schedule 4- Change Management

1. Change Management Process

Change is defined as any alteration to services, process, technology or product. Changes may be initiated by Service NSW or the Council. Where a change to the Services is requested by a party, set out below is the following process:

- 1.1. The party requesting the change will notify the other party's Relationship Manager as soon as possible;
- 1.2. The Relationship Managers will meet within 5 days to discuss the requested change;
- 1.3. The Relationship Managers will work collaboratively to conduct a high-level change assessment of the change, and agree and draft a Change Request, considering the following factors:
 - A. Current state and desired future state outcomes;
 - B. Impacts on customers and both parties informed by end-to-end customer journey;
 - C. Additional resource effort; potential cost and timing of implementation;
 - D. Implementation and testing requirements;
 - E. Legislation/policy that may be required;
 - F. Whether variation to the Partnership Agreement will be required; and
 - G. Continuous Improvement Principles
- 1.4. The parties will sign the Change Request, which will be incorporated into this Agreement.

Where a change relates to Service NSW's IT systems, the Council will notify Service NSW within a reasonable period to outline the proposed change and requested timeframes. Service NSW will consider the change and advise whether an increased cost to implement the change is required.

Service NSW will assess the results and implement corrective action to ensure sustainability of the change to the Services. Changes to the Services will be reported on in the monthly management meeting between Relationship Managers.

2. Change Request Template

This Change Request is created in accordance with the Partnership Agreement	
Date of Change Request	
Originator of Change Request	
Proposed Implementation Date	
Cost	<Cost>
Summary and scope:	
Service NSW responsibilities:	

Council responsibilities:
Change plan:
Change impact (Including the effect on service levels):
Assumptions and exclusions:
List of documents forming part of this change request:
Clauses affected by this change request: