



information
and privacy
commission
new south wales

IPC Contracts Register Form – GIPA Act

NAME OF CONTRACT:

Resolve Licence and Software Support 2016-2019

IPC Contracts Register Form – GIPA Act

The completion of this form enables the Information and Privacy Commission's (IPC) compliance with its mandatory disclosure requirements under the *Government Information (Public Access) Act* (GIPA) Act to maintain a publicly available register of contracts valued at \$150,000 or more with private entities.

Once the form has been completed, it will be published to the IPC's contract register located at:

www.ipc.nsw.gov.au

When should this form be completed?

This form is to be completed each time the IPC enters into a contract valued at more than \$150,000 with a private entity or varies a contract already entered with one or more private entities so that it is now worth more than \$150,000.

This form may also need to be completed if a contract already on the IPC's register of contracts is varied in a material way.

When should this form be published?

This form must be published on our register within 45 working days of the contract becoming effective or variation to the contract.

Who should complete this form?

The IPC's contract register procedures require that this form is completed and any variations are completed by the Business Services and Improvement Officer of the IPC.

Completing the form

All fields are mandatory fields unless otherwise specified. Not all questions need to be completed for all contracts. In some circumstances the information required will only to Class 2 and/or Class 3 contracts.

Do I need to publish confidential information?

Confidential information may be withheld from the register in certain circumstances as is provided in section 32 of the GIPA Act. In these cases, whether it is appropriate to include the confidential information will be determined by using the public interest test set out in sections 12 to 15 of the GIPA Act. The application of the public interest test will be determined by the IPC's Right to Information Officer. Reasons must be included for any redactions to a contract that must be published.

IPC Contracts Register Form

1. Details of parties to the Contract:

DETAILS OF PARTIES TO THE CONTRACT	
a. Name:	Resolve Software Group
b. Business address:	18-20 Prospect Street Box Hill Vic 3128
c. List any organisation (or person), related to the party, that will be either meeting any of the party's obligations under the contract or otherwise received benefit from the contract. (Include the Name and address):	NA

2. Details of the contract:

DETAILS OF THE CONTRACT	
a. Commencement date:	1 July 2016
b. Effective date:	1 March 2017
c. Contract duration:	1 March 2017 to 29 February 2020 with an option for extension for a further two years
d. Description of goods, services, project, lease or property transfer provided for in the contract:	Ongoing provision of Resolve software licences for v10.0.1.8 and software support
e. Contract value:	\$235,416.35 (inc. GST)
ADDITIONAL CONTRACT DETAILS The details below are to be completed if applicable	
f. If the contract includes provisions under which the IPC is to pay for operational and/or maintenance services, provide a description of the provisions:	NA
g. If the contract contains a specific provision to vary the amount payable under the contract please provide a description of the provisions:	NA
h. If the contract contains a specific clause providing for the renegotiation of the contract please provide a description of the provisions:	NA

DETAILS OF THE CONTRACT	
i. If this is a procurement contract, did the contract go to tender:	NA
j. If yes what was the tender method? (e.g. open tender):	NA
k. List the main criteria against which the tenders were assessed. (For a public tender include the tender reference number):	NA

Read the following information and assess in relation to your contract.

A class 2 contract is where:

- There is no public tender process; or
- There was a public tender process but the agreed contract terms are quite different to those made public or a draft contract was not published; or
- Obliges one or more parties to maintain or operate infrastructure for ten or more years (for example five years with an option for five year extension); or
- There is a significant transfer of IPC's asset to a party in exchange for another asset; or
- It is a privately financed project as per the Treasury Guidelines.

A class 3 contract is a class 2 contract of greater than \$5 million in value.

THE FOLLOWING SECTION IS ONLY REQUIRED TO BE COMPLETED FOR CLASS 2 OR CLASS 3 CONTRACTS

CLASS 2 AND CLASS 3 CONTRACTS	
a. Please provide details of the transfer/s and the proposed date(s) if the contract involves one or more significant assets being transferred to the IPC at some time in the future for little or no cost to the IPC:	NA
b. Please provide details of the transfer/s and proposed date/s if the contract involves one or more significant assets being transferred to the contractor at some time in the future:	NA
c. Please provide details of the result, if you conducted a cost-benefit analysis of the	NA

CLASS 2 AND CLASS 3 CONTRACTS	
contract:	
d. Please provide details of the components and quantum if you used a public sector comparator:	NA
e. If applicable please provide details of the summary of any information used in the contractor's base case financial model:	NA
f. If the contract is to undertake a construction, infrastructure or property development project, please provide details of how risk is to be apportioned between the parties and quantified in net present-value terms during the construction and operational phases of the contract. Also include the major assumptions involved:	NA
g. Please provide details as to any significant guarantees or undertakings between the parties, including guarantees or undertakings with respect to current or future loan agreements:	NA
h. Please provide details of any key elements of the contract:	NA

For class 3 contracts only:

For all Class 3 contracts, copies of the contracts must be published, subject to redaction of any information that may be withheld in accordance with section 32 of the GIPA Act.