

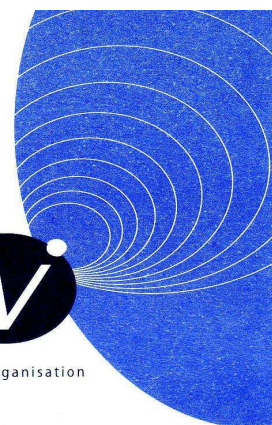
# The ICT Centre Network

## Member Rules (2007 As Amended)



**NADRASCA**  
INCORPORATED

A community based disability service organisation



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## **ICT CENTRE MEMBER RULES**

**THESE RULES** were made and adopted by ICT Centre Steering Committee (CSC) on the 1<sup>st</sup> day of January 2007.

### **BACKGROUND**

- A. Mambourin Enterprises Inc., Nadrasca Inc. and Broadmeadows Disability Services Inc. successfully applied for funding from the Victorian Department of Human Services (DHS) Community Sector Investment Fund (CSIF) to establish an Information and Communication Technology (ICT) Centre as a Community Sector Organisation (CSO) Network under the DHS guidelines.
- B. The above organizations and their selected service provider, The Virtual IT Department Pty Ltd, entered into an agreement on 26 September 2005 governing the conduct, rights and obligations between them for the purposes of establishing and operating the ICT Centre.
- C. The Centre Service Agreement of 26 September 2005 ran for its intended term and conferred intended benefits on the parties.
- D. On 1 January 2007, these parties entered into a further agreement governing the conduct, rights and obligations between them for the purposes of continuing the operation of the ICT Centre, post CSIF funding.

**OPERATIVE PROVISIONS****1. FORMATION AND PURPOSE**

- 1.1. The ICT Centre Network Member Rules (2007) has been established for the purposes of:
- (a) continuing to provide the services of the ICT Centre to CSOs in Victoria who are Members; and
  - (b) expanding the services provided by the ICT Centre to additional CSOs in Victoria so that they become active Members.
- 1.2. The objective of the Rules is to operate the ICT Centre in a professional, efficient and effective manner making the best practicable use of:
- (a) accumulated knowledge and experience of the ICT environment and needs of Victorian CSOs, and best-of-class solutions for them;
  - (b) combined ICT purchasing power of Victorian CSOs;
  - (c) the Service Provider's technical knowledge and resources; and
  - (d) each Member's experience and knowledge.
- 1.3. Nothing in these Rules is intended to or shall be construed as creating a partnership at law between the Parties. The ICT Centre Network shall have no other function or operations other than those described in these Rules. Unless otherwise stated, nothing in these Rules shall impinge upon or restrict the other business activities of any Party.

**2. GOOD FAITH**

- 2.1 Each Party agrees to act in good faith toward each other.
- 2.2 Save as contemplated by these Rules, Members undertake with each other and the Service Provider that neither they nor any subsidiary or related entity shall in any way have any services to be provided by the Service Provider as outlined in Appendix B provided by any other supplier while they remain Members.

**3. SCOPE OF PARTIES' SERVICES**

- 3.1 Each Member shall provide the relevant Member's services as set out in Appendix A to enable the ICT Centre Network to achieve the Primary Purpose.
- 3.2 The Service Provider shall provide the Services as set out in Appendix B to enable the ICT Centre Network to achieve the Primary Purpose.

**4. MEMBERSHIP**

- 4.1 An organisation may be admitted as a Member of the ICT Centre if:
- (a) it is a Victorian CSO; and
  - (b) the CSC approves it as a Member.
- 4.2 An organisation may not be a Member or shall cease to be a Member if:
- (a) it breaches the ICT Centre Rules
  - (b) the Service Provider is not the Primary Contractor of the organization for the services set out in Appendix B
  - (c) the CSC gives one month's notice in writing to the organisation that the organisation shall cease to be a Member
  - (d) it resigns from membership.
- 4.3 The CSC may from time to time make such Rules regarding membership and shall make a copy of the Rules (as amended from time to time) available to each Member.

**5. MEMBERS OBLIGATIONS**

- 5.1 Each Member must:
- (a) comply with the Rules
  - (b) nominate the ICT Centre and through it the Service Provider as its Primary Contractor for the services set out in Appendix B
  - (c) pay all proper invoices presented to it by the Service Provider within the payment terms of the Service Provider
  - (d) share its existing ICT records, knowledge and experience with the ICT Centre generally.
- 5.2 A Member may resign by giving one month's written notice to the CSC.

**6. FEES**

- 6.1 The CSC shall advise the Service Provider on a Fees and Discount Structure for Members with the aims of:
- (a) providing a complete range of ICT Services at favourable rates; and
  - (b) making the ICT Centre financially self-sufficient.
- 6.2 The Fees and Discount Structure is set out in Appendix C.

**7. EXECUTIVE AND ADMINISTRATIVE BODIES**

The ICT Centre Network shall have the following executive and administrative bodies:

- (a) The CSC (refer clause 8).
- (b) The ICT Centre Manager (refer clause 9).

**8. CENTRE STEERING COMMITTEE (CSC)**

- 8.1 The overall control, administration and management of the ICT Centre Network shall be conducted by the CSC.
- 8.2 The number of CSC members shall be not less than four (4) and not more than a number set by unanimous agreement of the Parties from time to time.
- 8.3 The maximum number of CSC members set under clause 8.2 may not be less than the number of CSC members holding office at the time.
- 8.4 Notwithstanding clause 8.3 the maximum number of CSC members set under clause 8.2 may be reduced by a number not greater than the number of members retiring by rotation from the CSC with effect from the end of their term of service on the CSC. Such eliminated positions shall not be available for re-election.
- 8.5 CSC members shall be CEOs of Members and the CEO of the Service Provider. Alternate representation shall not be permitted.
- 8.6 CSC membership is personal rather than based on employing organization. For clarity, this means that a CSC member may remain a CSC member when changing employment from CEO of one Member organization to CEO of another.
- 8.7 A person may not be or shall cease to be a CSC member if:
  - (a) she resigns from the CSC
  - (b) she is not or ceases to be employed as CEO of a Member and at the expiration of a two month grace period is not employed as CEO of a Member
  - (c) she fails to perform the required duties of a Member of the CSC as outlined in section 8.8
  - (d) the CSC gives one month's notice in writing to the CSC Member's employer that it shall cease to be a Member
- 8.8 Each CSC Member shall perform the following duties.
  - (a) attend at least 75% of CSC meetings
  - (b) contribute actively to the promotion of the ICT Centre
  - (c) contribute actively to the recruitment of new Members
  - (d) provide the Members services as set out in Appendix A

- (e) act in good faith at all times to further the Primary Purpose of the ICT Centre
- 8.9 CSC members shall include ex-officio the signatories to the ICT Centre Service Agreement (2007) unless they cease to be eligible under clause 8.7.
- 8.10 Members whose CEOs are members of the CSC shall be eligible for an additional CSC Member discount as set out in Appendix C for the duration of their CEO's service as a member of the CSC.
- 8.11 One half of elected or appointed CSC members (rounded down if not an even number) shall retire by rotation at the end of each calendar year and an election shall be called for new CSC members. Retiring CSC members who are eligible may stand for re-election.
- 8.12 If a CSC member retires by rotation, resigns or a vacancy occurs for any other reason, an election for a replacement CSC member shall be held as follows.
- (a) Within 14 days the CSC shall call for nominations from all Members.
  - (b) Eligible nominees will be CEOs of Member organizations.
  - (c) Eligible nominations shall be in writing, signed by the nominator and the nominee and received by the CSC within 14 days of the call for nominations.
  - (d) Within 7 days of the conclusion of the nomination period, the CSC shall notify all Members of nominations received and, if there are more nominations than vacancies, call for an election.
  - (e) Each Member may cast a single vote for each vacancy and the nominee(s) with the highest number of votes shall fill the vacant CSC position(s).
  - (f) Eligible votes shall be in writing, signed by the CEO of the Member organization and received by the CSC within 14 days of the call for election.
  - (g) Where a tied vote occurs, the chairman of the CSC shall have a casting vote.
  - (h) The CSC shall announce to all Members the winning nominee(s) within 7 days of the conclusion of the election period.
- 8.13 If after an election as contemplated in clause 8.12 the number of CSC members is less than the maximum set under clauses 8.2, 8.3 and 8.4, the CSC may at its discretion appoint eligible CEOs of Members to the CSC and these appointees shall serve as if elected.
- 8.14 The CSC shall meet quarterly, or more often by agreement.
- 8.15 The chairman of the CSC shall be the CEO of the Service Provider.
- 8.16 Without limiting clause 8.1, the CSC shall be responsible for:
- (a) advising the Service Provider on how best to serve the community sector

- (b) advising the Service Provider on a Fees and Discount Structure for Members
  - (c) admitting and terminating Members
  - (d) promoting the ICT Centre to other CSOs
  - (e) making Rules from time to time to cover the operation of the ICT Centre Network, including membership criteria
  - (f) resolving disputes in the manner contemplated by these Rules
- 8.17 All decisions of the CSC shall be by simple majority vote. In the event of a tied vote, the Chairman shall have an additional casting vote.
- 8.18 The quorum for a properly convened meeting of the CSC shall be a majority of CSC members.
- 8.19 Attendance at CSC meetings by electronic means is permitted, provided that all CSC members are able to clearly hear each other speak.
- 8.20 The CSC may make decisions without a meeting being held provided that all CSC members sign a written resolution specifying the decision. If it is not convenient for all CSC members to sign the same document containing the resolution, each CSC member may sign a separate duplicate of the original resolution.
- 8.21 Every decision of the CSC on any matter within its power under these Rules shall be binding upon all Members and the Service Provider.
- 8.22 Any CSC member may call a meeting of the CSC by giving to the others at least 14 clear working days notice in writing.
- 8.23 All business transacted at meetings of the CSC shall be minuted and a copy of such minutes shall be sent to each CSC member within seven (7) days of the relevant meeting. Such minutes shall be approved at the next CSC meeting and then signed by the Chairman. The Service Provider shall provide a suitable person to take the minutes and shall co-ordinate the circulation, amendment, agreement and signature of the minutes.
- 8.24 The CSC may delegate any of its powers and may at any time revoke such delegation.
- 8.25 Unless otherwise agreed by the CSC, each Member shall bear all costs incurred by or on behalf of its appointed CSC member in attending to CSC business including without limitation, travel, accommodation and meals.
- 8.26 Subject to the provisions of this clause, the CSC shall be responsible for determining its own procedures.
- 8.27 It is noted that there are inherent conflicts of interest between service providers and multiple service consumers operating on a commercial basis. Notwithstanding such conflicts of interest, CSC members may participate in deliberations and voting on resolutions before the CSC.

8.28 Notwithstanding the previous clause, CSC members may not vote in relation to any matter to which their Member organization is a party which is the subject of dispute resolution procedures as contemplated herein.

## **9. ICT CENTRE MANAGER**

9.1 The Service Provider is appointed the ICT Centre Manager.

9.2 The ICT Centre Manager shall:

- (a) report to the CSC as reasonably required on:
  - i. service levels provided by the Service Provider and significant anomalies
  - ii. accretion of new Members
  - iii. departure of Members and reasons for same
- (b) receive notices of withdrawal or resignation and forward copies to the CSC
- (c) provide such other reports to the CSC as reasonably required by it
- (d) organise, keep and issue minutes of CSC meetings as required in accordance with clause 8.23.

## **10. SERVICE PROVIDER**

10.1 The Service Provider is appointed as the exclusive provider of ICT services to the ICT Centre Network.

10.2 The Service Provider's Obligations are set out in Appendix B.

10.3 The Fees and Discount Structure charged by the Service Provider to Members current at the time of execution of these Rules are set out in Appendix C.

10.4 The Service Provider may give one month's notice at any time that it resigns from its appointment.

## **11. TERM**

11.1 These Rules shall commence on the date of execution hereof and shall continue until the earlier of:

- (a) the Service Provider has resigned; or
- (b) all other Parties have resigned or otherwise become unable to continue as a Member under the terms of these Rules.

11.2 In the event of termination of these Rules:

- (a) the benefit of any indemnity under these Rules shall survive the termination of these Rules;

- (b) all intellectual property not belonging to a Member, including without limitation trading names and marks, know-how, rules, policies, procedures, forms, surveys, member lists, mailing lists and promotional materials, shall become the property of the Service Provider;
- (c) notwithstanding sub-clause (b), any such intellectual property which has been provided or licensed to a Member in the course of the operation of the ICT Centre shall remain provided or licensed to that Member for ongoing use within their own organization; and
- (d) the continuation of the ICT Centre, the CSC, the Rules, the Services, and the Fees and Discounts Structure shall be at the sole discretion of and under the sole direction of the Service Provider.

## **12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 12.1 The Parties acknowledge that they will in performing their obligations under these Rules be required to make available to the others information on processes and trade secrets proprietary systems and the like (in this clause called "intellectual property"). Each of the Parties commits itself to protect the intellectual property belonging to or disclosed to it by the others and agrees that it will not disclose any of the intellectual property proprietary information to any third party otherwise than with the express agreement of the affected party. No Party acquires any right title or interest in or to any intellectual property of another Party.
- 12.2 The Parties agree to keep the intellectual property belonging to or disclosed to it by the others confidential and not to use that intellectual property for any purpose other than for the Primary Purpose.
- 12.3 The Parties acknowledge and agree that the Service Provider has registered and is the beneficial owner of the Business Name, the Domain Names and associated intellectual property.
- 12.4 The Service Provider agrees that the ICT Centre Network is licensed to use the intellectual property referred to in the preceding sub clause so long as:
- (a) the intellectual property rights of the Service Provider are not in any way diminished and adversely affected;
  - (b) for the Term only.

## **13. WARRANTIES**

- 13.1 Each Party warrants to each other that:
- (a) it is an incorporated body;
  - (b) it has full power and authority to enter into Membership of The ICT Centre and to perform its obligations under these Rules;

- (c) their Membership Application which includes these Rules has been duly authorised executed and delivered by it and constitutes a valid binding and legally enforceable agreement in accordance with its terms;
- (d) the execution and delivery of their Membership Application including these Rules and the performance of the covenants and agreements in these Rules are not limited or restricted by and are not in conflict with any contract agreement or other instrument to which the Party is bound; and
- (e) it has the expertise and the capacity including but not limited to financial capacity to perform its services in accordance with these Rules.

#### **14. DEFAULT BY A MEMBER – POTENTIAL EXCLUSION**

14.1 In the event of a Member ("the defaulting party"):

- (a) being in breach of its obligations under these Rules and failing to remedy the same within a period of 14 days after receiving notice in writing from the CSC; or
- (b) committing an act of insolvency

then the CSC shall have the right to immediately exclude the defaulting party and its successors receivers or other legal representatives from further participation in the ICT Centre Network.

14.2 If the defaulting party's CEO is a member of the CSC, she shall not be entitled to vote on any resolution to exclude the defaulting party from the ICT Centre Network as contemplated in 14.1.

#### **15. DISPUTE RESOLUTION**

15.1 The parties agree not to commence any legal proceedings in respect of any dispute arising under these Rules.

15.2 The parties agree that any dispute arising under these Rules is dealt with as follows:

- (a) the party claiming that there is a dispute will send the other parties a written notice setting out the nature of the dispute and the outcome or action that will settle the dispute to their satisfaction;
- (b) the parties will try to resolve the dispute through direct negotiation by persons to whom they have given authority to resolve the dispute;
- (c) the parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to the CSC for resolution;
- (d) if after 10 business days from the receipt of the notice there is no resolution of the dispute then either party may submit the dispute to the CSC for resolution by notice in writing setting out the nature of the dispute and the outcome or action that will settle the dispute to their satisfaction;

- (e) if a dispute is submitted to the CSC for resolution, the CSC shall meet within 14 working days of receipt of written notice to resolve the dispute for the sole purpose of resolving the dispute;
  - (f) At any CSC meeting called for the purpose of resolving a dispute The CEOs of parties to the dispute shall be ineligible to vote and may be excluded from such portions of CSC deliberations as the chairman of the meeting decides;
  - (g) At any CSC meeting called for the purpose of resolving a dispute the quorum shall be a simple majority of non-disputing members. Notwithstanding clause 15.2(f) if there are no non-disputing members, the CSC shall meet and resolve the dispute by simple majority vote. In the event of a tied vote, the chairman shall have a casting vote;
  - (h) All parties to the dispute shall be bound by the decision of the CSC and agree to forego any further avenue of appeal.
- 15.3 Despite the existence of a dispute, a party must continue to perform obligations under these Rules unless requested in writing by the CSC not to do so.
- 15.4 All parties to a dispute shall bear their own costs in relation to following this dispute resolution procedure.
- 15.5 If any party seeks to bring any legal proceedings in any court then these Rules may be pleaded in bar of those proceedings.
- 15.6 These Rules shall operate as a complete defence to any legal proceedings brought in contravention of this section 15.
- 15.7 This section 15 shall not merge upon completion or termination of these Rules.

## 16. INDEMNITIES

- 16.1 Each Member indemnifies other Members and Service Provider against all losses which may be incurred as a result of fraud dishonesty negligence or non-performance by that Member or its employees or agents.
- 16.2 Service Provider indemnifies each Member against all losses which may be incurred as a result of fraud, dishonesty or gross negligence by Service Provider or its employees or agents.
- 16.3 In carrying out the services under these Rules, Service Provider shall be deemed to be acting as agent for the Members and each Member indemnifies Service Provider against all losses arising from any goods or services ordered or provided in good faith by the Service Provider on behalf of that Member.
- 16.4 Where any claim or legal proceeding arises in the course of Service Provider carrying out its services on behalf of a Member under these Rules, Service Provider must:
- (a) Give that Member prompt notification of events or circumstances which may give rise to such a legal proceeding or claim;

- (b) Allow the Member to conduct the defence of such a legal proceeding or claim; and
- (c) Not settle or compromise such a legal proceeding or claim without the Member's prior written approval.

16.5 Service Provider's liability to a Member is limited to losses or damages which arise directly from any breach of Service Provider's obligations under these Rules, to a maximum amount (in respect of any one claim) of the fees paid by the Member to Service Provider under these Rules relating to the product and/or service giving rise to the loss or damage. Service Provider's total liability to the Member under these Rules will not exceed the fees paid by that Member to Service Provider under these Rules for products and services during the Term.

## **17. GENERAL PROVISIONS**

### **17.1 Variation to Rules**

These Rules may be varied by the CSC from time to time.

### **17.2 Further Assurances**

The Parties agree, at their own expense, on the request of another Party, to do everything reasonably necessary to give effect to these Rules and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause third parties to do likewise.

### **17.3 Notices**

All notices claims and other communications to be given pursuant to or in connection with these Rules shall be in writing and be delivered either personally or sent by pre-paid mail or transmitted by fax or email addressed to the other party/parties at the addresses set out in Appendix D of these Rules.

Notices given under these Rules shall be deemed to have been duly given on the next business day following the date of personal delivery, posting or transmission.

Any party may designate a substitute address by notice to the Service Provider given in accordance with this clause.

### **17.4 Governing Law**

These Rules shall be governed by the law in force in Victoria and parties submit to the non-exclusive jurisdiction of the Courts of Victoria for the resolution of any disputes concerning the validity or enforceability of these Rules. This clause should not in any way be construed as negating, altering or otherwise abrogating the dispute resolution undertakings and procedures contained in section 15.

### **17.5 Exercise of Rights**

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. Single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of

any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

#### **17.6 Waiver and Variation**

A provision of a right created under these Rules may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied except in writing signed by the parties.

#### **17.7 Approvals and Consent**

A party may conditionally or unconditionally withhold its approval or consent in its absolute discretion unless these Rules expressly provides otherwise.

#### **17.8 Remedies Cumulative**

The rights, powers and remedies provided in these Rules are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of these Rules.

#### **17.9 Enforcement of Remedies**

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by these Rules.

#### **17.10 Counterparts**

A Membership Application of which these Rules form part may be executed in two or more counterparts all of which shall be considered one and the same agreement.

#### **17.11 Entire agreement**

These Rules, including Schedules and/or Appendices and any variations as contemplated in clause 17.1, constitute the entire agreement between the Parties as to its subject matter and supersedes all prior discussions, representations and agreements in connection with that subject matter.

#### **17.12 Severability**

Any provision of these Rules which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability. That will not invalidate the remaining provisions of the agreement or affect the validity or enforceability of those provisions.

### **18. MEANING OF WORDS AND EXPRESSIONS**

18.1 In these Rules the following words and expressions have the meaning stated in this clause unless the context otherwise requires:

**Act of Insolvency means the happening of the following events:**

- (a) an application is made to a court for an order that a party be wound up or an order is made to the effect that a party be wound up;
- (b) the appointment of a liquidator; provisional liquidator or receiver to a party whether or not under an order of a court;
- (c) a party resolves to enter into a scheme of arrangement, deed of company arrangement or composition with or assignment for the benefit of all or any class of its creditors or a party proposes a reorganisation, a moratorium or other administration involving any of them;
- (d) a party resolves to wind itself up, or otherwise dissolves itself, or gives notice of intention to do so except to reconstruct or amalgamate while solvent on terms approved by the other party or is otherwise wound up or dissolved;
- (e) a party is or states that it is unable to pay its debts as and when the fall due;
- (f) a party makes a statement from which it may be reasonably deduced that it is the subject of an event described in section 459(c)(2)(b) or section 585 of the Corporations Law;
- (g) a party takes a step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to a party;
- (h) a party becomes an insolvent under administration as defined in section 9 of the Corporations Law or action is taken which could result in that event.

**Application** means the Application and Project Plan referred to in Background paragraph A.

**Business Day** means a day on which banks as defined in the Banking Act 1959 (Cth) are open for general banking business in Melbourne excluding Saturdays and Sundays.

**Business name** means “ICT Centre” (Victorian Business No. B1860999X)

**CEO** means Chief Executive Officer being the most senior operating employee of a Party or Member organization regardless of actual title

**CSC** means Centre Steering Committee which is further described in these Rules

**CSO** means a Community Sector Organisation that is not-for-profit

**DHS** means the Victorian Department of Human Services

**CSC member** means the CEO of a Member who is nominated or elected to the Centre Steering Committee as provided herein

**Domain names** means ictcentre.com.au ictcentre.net.au and ictcentre.org

**ICT Centre** means the ICT Centre described in the Application the operation of which is further described in these Rules

**ICT Centre Network** means the network described in the Application the operation of which is further described in these Rules

**ICT Services** means the information and communication technology services provided by the Service Provider and more fully described in Appendix B

**Member** means a Member of the ICT Centre Network as admitted to membership by the CSC

**Party** means a party to these Rules including each Member, the Service Provider and the CSC (other than in section 15 where it refers to the parties to a dispute)

**Primary Contractor** means the Service Provider to be used exclusively by Members for the provision of ICT Services

**Primary Purpose** means the purpose, outputs and outcomes described in the Section 1 of these Rules

**Rules** means these rules as issued and amended from time to time by the CSC

**Service Provider** means the Service Provider referred to in the Centre Service Agreement (2007).

**Term** means the period referred to in clause 11.1

18.2 In the interpretation of these Rules and the Appendices, unless the context requires otherwise:

- (a) words importing the singular shall be deemed to include the plural and vice versa;
- (b) words importing any gender shall be deemed to include all other genders;
- (c) words importing persons shall be deemed to include all bodies and associations, corporate or unincorporated, and vice versa;
- (d) any reference to a statute or statutory provision shall be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation made thereunder;
- (e) headings are included for convenience only and shall not affect the interpretation of these Rules or any appendices to these Rules;
- (f) all references to sections, clauses, recitals and appendices are to sections, clauses and recitals of and appendices to these Rules;
- (g) all references to “\$”, “A\$”, “dollars” and “Australian dollars” are to the lawful currency of Australia.

**APPENDIX A – OBLIGATIONS OF EACH ICT CENTRE NETWORK MEMBER**

Each Member shall, subject to the terms and conditions of these Rules:

- (a) diligently and faithfully serve the ICT Centre Network in the operation of the ICT Centre;
- (b) promote the ICT Centre to other Victorian CSOs, including without limitation allowing the use of its name, logos and other identifying marks and contact details in promotional materials;
- (c) perform its services efficiently in accordance with best practices and to the standards required by the CSC;
- (d) immediately advise the CSC if it is unable to perform all or some part of the services according to the terms and conditions of these Rules; and
- (e) ensure that, to the best of its knowledge and ability, there is no conflict of interest in performing its services.

Each ICT Centre Network member shall provide information and reports as and when required by the CSC, including but not limited to:

- (a) information which facilitates the efficient operation of the ICT Centre Network;
- (b) copies of financial reports in relation to its services;
- (c) immediate notice of complaints received in relation to the performance of its services.

Each ICT Centre Network member agrees that it will comply with any reasonable direction by the CSC in relation to the performance of the relevant ICT Centre Network member's Services.

Each ICT Centre Network member agrees that it will comply with any policies and procedures that have been developed and approved by the CSC in relation to the performance of the relevant member's Services.

Each ICT Centre Network member agrees that it will on reasonable notice and at reasonable times give the Service Provider and or its authorised representatives access during working hours to the premises where the ICT Centre Network member is carrying out its services.

**APPENDIX B – OBLIGATIONS OF SERVICE PROVIDER**

The Service Provider shall, subject to the terms and conditions of these Rules:

- (a) diligently and faithfully serve the ICT Centre Network in the operation of the ICT Centre;
- (b) perform its services efficiently in accordance with best practices;
- (c) immediately advise the CSC if it is unable to perform all or some part of the services according to the terms and conditions of these Rules; and
- (d) ensure that, to the best of its knowledge, there is no conflict of interest in performing its services
- (e) report to the CSC as reasonably required on:
  - i. service levels provided by the Service Provider and significant anomalies
  - ii. accretion of new Members
  - iii. departure of Members and reasons for same
- (f) receive notices of withdrawal or resignation and forward copies to the CSC
- (g) provide such other reports to the CSC as reasonably required by it
- (h) organise, keep and issue minutes of CSC meetings as required in accordance with clause 8.23

The Service Provider shall provide other information and reports as and when required by the CSC, including but not limited to:

- (a) information which facilitates the efficient operation of the ICT Centre Network;
- (b) copies of financial reports in relation to its services;
- (c) notice of complaints received in relation to the performance of its services.

The Service Provider agrees that it will comply with any reasonable direction by the CSC in relation to the performance of the Service Provider's services.

The Service Provider agrees that it will comply with any policies and procedures that have been developed and approved by the CSC in relation to the performance of the Service Provider's services.

The Service Provider agrees that it will on reasonable notice and at reasonable times give the ICT Centre Network Members and or their authorised representatives access during working hours to the premises where the Service Provider is carrying out its services.

## Services

The Service Provider shall provide the following Services to Members:

- (a) Planning (consulting, strategic and tactical planning, and budgeting)
- (b) Implementation (project management, hardware, software and services selection, pricing, purchasing, installation, configuration and commissioning)
- (c) Training (policy formulation and implementation, formal training, ad-hoc training, helpdesk services)
- (d) Support and maintenance (helpdesk services, break-fix repair, upgrades, backup and recovery)
- (e) Monitoring (hardware, software and network monitoring, service agreement monitoring, software license monitoring, voice/data traffic monitoring)

in relation to all areas of information and communication technology, including but not limited to:

- (a) Data (portable, personal and server computers, storage, back up and recovery)
- (b) Voice (telephones, PBX, VoIP, public address, wired and wireless communication services)
- (c) Networks (local and wide area networking, wired and wireless)
- (d) Media (web content, web and email hosting, e-commerce, audio and video presentation)
- (e) Facilities (computer workstations, network/computer room fittings, racks and cabinets, voice and data cabling, wireless voice and data access points and end points)

The Service Provider may at its sole discretion utilize any combination of Service Provider's employees, Member's employees, independent contractors, third-party companies or other suppliers in the fulfillment of its Services.

## Service Levels

### Telephone response

Call back within 1 working hour of receipt of message, between 8:30 a.m. and 5:00 p.m. Business Days

### On site response

On site attendance within 10 working hours of request plus normal road travel time from Melbourne CBD, between 8:30 a.m. and 5:00 p.m. Business Days.

### Project Implementations

Quoted works completed within +/- 15% of quoted amount.

**Records**

The Service Provider shall:

- (a) provide on request (whether during membership or afterwards) to any Member all records of the use of the ICT Centre facilities by that organization
- (b) provide monthly activity reports and invoices for use of ICT Centre facilities.
- (c) provide such other records as the CSC may reasonably direct.

### APPENDIX C – FEES AND DISCOUNT STRUCTURE

At present, the Service Provider's professional services fees applicable to non-Members exclusive of GST are as shown below.

<b>Rate Name</b>	<b>Minimum Hours per Month</b>	<b>Hourly Rate</b>
Consulting	0	\$250
Project Management	0	\$200
Time & Materials <sup>1</sup>	0	\$150
Days Per Week 1	30	\$126
Days Per Week 2	60	\$117
Days Per Week 3	90	\$108
Days Per Week 4	120	\$99
Full Time Onsite	150	\$90
After Hours 1 <sup>2</sup>		\$200
After Hours 2 <sup>3</sup>		\$250

In general, there are no minimum charges or call-out fees. Travel times to and from Member's premises are generally not charged. Travel times between sites belonging to the same Member and between a Member's site and a supplier in the course of purchasing goods solely for that Member, are charged. Travel, accommodation, meal and communication costs are not charged when attending Member's premises within 100km of the Melbourne CBD. Days Per Week and Full Time Onsite rates are charged at a fixed monthly rate. Other rates are charged pro-rata in five minute increments. Additional terms and conditions apply to each of the above rates.

Service Provider's professional services fees shall be discounted for Members as follows:

Members discount: 10% discount on rates issued and published by the Service Provider for non-Members

CSC members discount: 15% discount on rates issued and published by the Service Provider for non-Members

<sup>1</sup> Normal Working Hours are 8:30 AM to 5:00 PM on Business Days.

<sup>2</sup> After Hours 1 applies to work requested to be performed between 5:00 PM and 12:00 midnight on Business Days.

<sup>3</sup> After Hours 2 applies to work requested to be performed outside of Normal Working Hours and After Hours 1.

**APPENDIX D – ADDRESSES FOR SERVICE OF NOTICES****Members**

Notices to Members shall be addressed to the most recent physical address, postal address, fax number or email address notified by each Member to the Service Provider.

**CSC**

Address to: The ICT Centre Steering Committee  
Personal delivery: 15 Ceylon Street Nunawading VIC 3131  
Postal address: 15 Ceylon Street Nunawading VIC 3131  
Fax delivery: (no fax service available)  
Email delivery: [csc@ictcentre.org](mailto:csc@ictcentre.org)

**The Service Provider**

Address to: The ICT Centre  
Personal delivery: 15 Ceylon Street Nunawading VIC 3131  
Postal address: 15 Ceylon Street Nunawading VIC 3131  
Fax delivery: (no fax service available)  
Email delivery: [admin@ictcentre.org](mailto:admin@ictcentre.org)