



SUMMARY OF KEY CHANGES IN THE NEW AGREEMENTS

Agreement Title: Provision for Licensing Services in terms of section 11 of the <i>Road Traffic (Administration Act) 2008</i>		
Clause No.	Clause Sub-heading	Description of Change
Various	Various	References to 'Confidentiality Deed Poll' at sub-clause 10.3(b) and Schedule D sub-clause 1(a) revised to 'Confidentiality Undertaking'.
1.1	Definitions	Insertion of new definitions for 'Commencement Date', 'Force Majeure Event' and 'Transport Service Centre'.
1.1	Definitions	Revision of definitions for 'Error Rate', 'Representative(s)' and 'Schedule of Rates'.
1.1	Definitions	Deletion of definition for 'PCI DSS Annual Statement'.
6.6	Agent's Obligation for Services Directly to the Public	Revision of sub-clause 6.6(a) relating to requirements for the Disability Access and Inclusion Plan.
7.2	Supply by Agent	Insertion of new sub-clause 7.2(c): <i>"Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database."</i>
7.3	Installation of Additional Hardware or Software (other than supplied by the Principal)	Insertion of new sub-clause 7.3(b): <i>"Any approval issued by the Principal subject to clause 7.3(a) will be at the Principal's sole discretion based on the Principal's security requirements."</i>
		Revision of sub-clause 7.3(d) which was previously numbered 7.3(c)
7.5	Maintenance of Equipment	Revision of sub-clause 7.5(a)(ii).
7.6	Premises	Insertion of new sub-clause 7.6(a): <i>"The Agent will.....(a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;"</i>
		Insertion of new sub-clause 7.6(b): <i>"The Agent will.....(b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;"</i>
8.3	Telecommunications	Deletion of clause 8.3 including provisions for the reimbursement of expenses relating to telecommunications.
9.1	General Provisions of the Agent's Personnel	Revision of sub-clause 9.1(g).
		Revision of sub-clause 9.1(k).

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Clause No.	Clause Sub-heading	Description of Change
9.3	Use of Lobbyists	Revision of sub-clause 9.3.
10.1	Access and Records	Revision of sub-clauses 10.1(a)(ii) and 10.1(a)(iii).
10.3	Use of the Principal's Systems and Database	Revision of sub-clause 10.3(c)(i).
		Insertion of new sub-clause 10.3(d)(iv): <i>"Personnel will not....(iv) use the Principal's Database for a purpose or in a manner contrary to the Principal's instructions for the authorised use of the Database, in accordance with the Personnel Confidentiality Undertaking.;"</i>
		Revision of sub-clause 10.3(e) including insertion of new sub-clause 10.3(e)(iii): <i>"In the event of any occurrence described herein.....the Principal will be entitled to(iii) immediately suspend the Agent Personnel's access to the Database with or without notice; and"</i>
10.4	Confidentiality	Insertion of new sub-clause 10.4(d) relating to non-disclosure, by the Principal, of the Agent's Confidential Information. Refer to the draft Agreement for the full text.
15.1	Audit and Review	Insertion of new sub-clause 15.1(d) as reflected in the Non-Road Law Agreement: <i>"In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice."</i>
		Insertion of new sub-clause 15.1(e) as reflected in the Non-Road Law Agreement: <i>"In requesting a written response under 15.1 (d), the Principal in no way limits his capacity under clause 19."</i>
18	Limitation of Liability and No Guarantee of Work	Insertion of new clause 18 as reflected in the Non-Road Law Agreement: <i>"18.1 The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement. 18.2 The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement."</i>
19.1	Suspension and Termination	Revision of sub-clause 19.1(a) which was previously numbered 18.1(a).
19.3	Consequences of Expiration or Termination	Revision of sub-clause 19.3(b)(iv) which was previously numbered 18.3(b)(iv).

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Clause No.	Clause Sub-heading	Description of Change
22	Force Majeure	Insertion of new clause 22 relating to provisions for Force Majeure Events. Refer to the draft Agreement for the full text.
23.8	Variations	Revision of sub-clause 23.8(b) which was previously numbered 21.8(b).
Schedule B	Schedule of Commission Rates	Revision of the Schedule of Commission Rates, including: <ul style="list-style-type: none"> • updates (increase) to commission rates associated with the various transaction categories (Scale of Fees tables); • removal of two-tier commission rates associated with transactions volumes and the 19,300 thresh-hold; • deletion of categories 17 and 18; • updates to 'Classification of Transactions' table in respect to the description of the transaction types; • addition of new transaction types 'District Plate Conversion' and 'Create DOTDirect Account'. • removal of all transactions associated with Non-Road Law functions, including Photo Card, Off-Road Vehicles, Maritime Collections and Instructor Fees (these are captured in the Non-Road Law Agreement Schedule 2); • removal of redundant Transaction Types including Conducting Computerised Theory Test (CTT) – Alcohol, Practical Test – light vehicle, Practical Test – heavy vehicle, Practical Test update pass - issue Phase II permit and Log Book, Phase II application fee payment, and Supplementary Phase II application fee payment.
Schedule C	Agreement Representatives and Addresses for Notices	Revision of sub-clauses 1(a)(i) and 1(c).
		Deletion of sub-clause 1(a)(ii).
Schedule F	Equipment Maintenance	Revision of Schedule F to update various contact details and procedures.
Schedule G	Agent's Employee Confidentiality Deed Poll / Undertaking	Deletion of the Confidentiality Deed Poll and replacement with a Confidentiality Undertaking including revised provisions.
Schedule H	Performance Measures	Revision of Schedule H to align with current DoT procedures for auditing, monitoring and reporting on error rates.
General	Various	Renumbering clauses as required and amending clause references to match.
General	Various	Corrections to grammar and punctuation.

Agreement Title: Provision for Non-Road Law Functions		
Clause No.	Clause Sub-heading	Description of Change
Various	Various	References to 'Confidentiality Deed Poll' at sub-clause 10.3(b) and Schedule D sub-clause 1(a) changed to 'Confidentiality Undertaking'.
Various	Various	References to 'Director General' changed to 'Principal' throughout.
1.1	Definitions	Insertion of new definitions for 'Agent', 'Commencement Date', 'Commission', 'Force Majeure Event', 'PCI DSS' and 'Schedule of Commission Rates'.
1.1	Definitions	Revision of definitions for 'Principal' and 'Representative(s)'.
1.1	Definitions	Deletion of definition for 'Director General' and 'Service Fee'.
2	Appointment of Agent	Revision of sub-clause 2.2.
9	Audits and Access to Records	Revision of sub-clauses 9.1(b) and 9.1(c) which were previously 9(a)(ii) and 9(a)(iii).
11.1	Events Affecting Performance of Services	Deletion of sub-clauses 11.1(d), 11.1(f) and 11.1(j): <i>"(d) if for any reason whatsoever the Agent is unable or unwilling to commence or continue providing the Services;"</i> <i>"(f) if the Agent does not, in providing the Services, act with integrity, good faith and probity in accordance with good corporate governance practices;"</i> <i>"(j) if the Agent does not reasonably cooperate with the Director General in the administration of this Agreement;"</i>
		Revision of sub-clauses 11.1(f) and 11.1(g) which were previously 11.1(h) and 11.1(i)
11.3	Events Affecting Performance of Services	Deletion of sub-clauses 11.3(h) and 11.3(i): <i>"(h) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event; or"</i> <i>"(i) a person dies, ceases to be of full legal capacity or otherwise becomes incapable, for any reason, of managing his own affairs; or"</i>
15	Confidentiality	Insertion of new sub-clause 15.7 relating to non-disclosure, by the Principal, of the Agent's Confidential Information. Refer to the draft Agreement for the full text.
21.6	Agent's Obligation for Services Directly to the Public	Revision of sub-clause 21.6(a) relating to requirements for the Disability Access and Inclusion Plan.
23.1	Audit and Review	Revision of sub-clause 23.1(d).
24.2	Supply by Agent	Insertion of new sub-clause 24.2(c): <i>"Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database."</i>

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Clause No.	Clause Sub-heading	Description of Change
24.3	Installation of Additional Hardware or Software (other than supplied by the Principal)	Insertion of new sub-clause 24.3(b): <i>“Any approval issued by the Principal subject to clause 24.3(a) will be at the Principal’s sole discretion based on the Principal’s security requirements.”</i>
		Revision of sub-clause 24.3(d) which was previously numbered 24.3(c)
24.5	Maintenance of Equipment	Revision of sub-clause 24.5(a)(ii).
24.6	Premises	Insertion of new sub-clause 24.6(a): <i>“The Agent will.....(a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;”</i>
		Insertion of new sub-clause 24.6(b): <i>“The Agent will.....(b) ensure the Principal’s prior written approval has been obtained before commencing the Services from any new location;”</i>
27	Force Majeure	Insertion of new clause 27 relating to provisions for Force Majeure Events. Refer to the draft Agreement for the full text.
Schedule B	Schedule of Commission Rates	Revision of the Schedule of Commission Rates, including: <ul style="list-style-type: none"> • updates (increase) to commission rates associated with the various transaction categories (Scale of Fees tables); • removal of two-tier commission rates associated with transactions volumes and the 19,300 thresh-hold; • insertion of categories 2, 4-8 and 11-14 in the Scale of Fees tables; • updates to ‘Classification of Transactions’ table in respect to the description of the transaction types.
Schedule 3	Agreement Representatives and Addresses for Notices	Revision of sub-clauses 1(a)(i) and 1(c).
		Deletion of sub-clause 1(a)(ii).
Schedule 4	Agent’s Employee Confidentiality Deed Poll / Undertaking	Deletion of the Confidentiality Deed Poll and replacement with a Confidentiality Undertaking including revised provisions.
Schedule 7	Equipment Maintenance	Revision of Schedule 7 to update various contact details and procedures.
Schedule 10	Performance Measures	Revision of Schedule 10 to align with current DoT procedures for auditing, monitoring and reporting on error rates.
General	Various	Renumbering clauses as required and amending clause references to match.
General	Various	Corrections to grammar and punctuation.