

Submission  
No 114

## **INQUIRY INTO THE BUILDING THE EDUCATION REVOLUTION PROGRAM**

**Organisation:** NSW Services, Technology & Administration  
**Name:** Mr Peter Duncan  
**Position:** Director General  
**Date received:** 8/06/2010

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**Services,  
Technology &  
Administration**

McKell Building 2-24 Rawson Place  
Sydney NSW 2000  
Tel 02 9372 8877 Fax 02 9372 7070  
TTY 1300 301 181 ABN 81 913 830 179  
[www.services.nsw.gov.au](http://www.services.nsw.gov.au)

Ref: 56365

Ms Beverly Duffy  
Director  
General Purpose Standing Committee No. 2  
Parliament House  
Macquarie Street  
Sydney NSW 2000

Dear Ms Duffy,

I refer to the inquiry currently being held by the NSW Legislative Council General Purpose Standing Committee No. 2 into the Building the Education Revolution program.

The Committee has invited me to attend the public hearings being held by the inquiry on 18 and 30 June 2010 together with any other appropriate Departmental officers. In order to provide assistance to the Committee, the Department has prepared the attached written submission.

As outlined in the submission, the Department has been engaged by and reports to the Department of Education and Training for the delivery of services to the Building the Education Revolution program. The submission provides details of the services performed by the Department. Given the Department's limited role in the delivery of the Building the Education Revolution program, I consider that the most appropriate Departmental officer to attend the Committee's hearing will be the Deputy Director General of NSW Public Works, Mr Brian Baker. If required by the Committee, I can also attend the hearing.

Should you wish to make arrangements for attendees at the public hearing, please contact my Executive Assistant, Ms Deborah Reay, on

Yours sincerely

A handwritten signature in black ink that reads "P. Duncan" followed by the date "8.6.10".

**Peter Duncan**  
**Director General**



## **Submission to NSW Legislative Council General Purpose Standing Committee No. 2 Inquiry into the Building the Education Revolution Program**

### **Background**

NSW Public Works and NSW Procurement are divisions within the Department of Services, Technology & Administration (DSTA).

NSW Public Works provides a range of services and professional advice to government agency clients relating to the management of strategic projects through project management and the delivery of capital works and maintenance programs and projects, contract management, property development management, architectural, urban and heritage design services, and sustainable water solutions. NSW Public Works is accredited by NSW Treasury to manage for its client government agencies the delivery of projects valued at greater than \$1 million.

NSW Procurement administers approximately 100 State contracts and also performs a range of activities designed to deliver efficiencies and cost savings to government.

Both NSW Public Works and NSW Procurement have provided services to the Department of Education and Training for the Building the Education Revolution program.

### **Summary**

DSTA has been engaged by and reports to the Department of Education and Training for the delivery of services and assistance for the Building the Education Revolution program. The services include the provision of professional DSTA staff, the management of contracts and the adoption of elements of DSTA's construction procurement system.

A Memorandum of Understanding has been prepared to formalise the provision of services to the Department of Education and Training. The Memorandum of Understanding confirms that DSTA charges for the services on a cost recovery basis and that the charges will be free of any profit margin.

### **Delivery of the Building the Education Revolution (BER) Program**

The Department of Education and Training established an internal division known as the Integrated Program Office (IPO) to manage the delivery of the BER program. The IPO reports to the Director-General of the Department of Education and Training.

The IPO has sought assistance and services from DSTA in order to deliver the BER program including the professional services of DSTA staff, the adoption of elements of DSTA's construction procurement system and the development and administration of reporting systems.

### **Memorandum of Understanding**

A Memorandum of Understanding (MOU) has been prepared to formalise DSTA's provision of services to the IPO. The terms of the MOU have been agreed in principle between the departments and the MOU has been provided to the Director-General of the Department of Education and Training for execution. A copy of the MOU is attached.

The MOU provides for the specified DSTA personnel to be made available to the IPO. The activities of the personnel are subject to the daily control and direction of Department of Education and Training management where those activities directly relate to the delivery of the BER program. In all other respects the personnel remain subject to the direction and control of DSTA.

The MOU also sets out the arrangements for the IPO to use DSTA's Accredited System for Construction Procurement.

The MOU provides that DSTA will only charge for services on a cost recovery basis. The cost recovery structure also applies to management fees collected from suppliers in respect of purchases made by the Department of Education and Training and its contractors from State Contracts for the BER program. For example, as part of a BER project the Department of Education and Training may purchase carpet from a State Contract. Ordinarily, the State Contracts Control Board will receive a management fee in respect of that purchase to cover the costs arising from the management of that State Contract. Under the BER, the MOU provides that DSTA will refund to the Department of Education and Training estimated management fees received by the State Contracts Control Board in accordance with clause 3.4 of the MOU.

#### **DSTA's Role in Delivery of BER**

In addition to the small number of specialist staff working out of the IPO, DSTA's role has been to assist the Department of Education and Training through managing a number of contracts for National School Pride, the Science and Language Centre Refurbishment, and through the procurement of Modular Design Range buildings for Primary Schools for the 21<sup>st</sup> Century program. DSTA staff have also assisted the IPO with the management of the procurement of goods available from State Contracts.

The National School Pride element of the BER consists of a program of school facilities refurbishment such as painting, floor covering replacement and external paving. DSTA has assisted with the management of approximately 70% of the program amounting to expenditure of over \$140 million, consisting of over 35,000 jobs at over 2,000 schools.

The Science and Language Centre element of the BER consists of both the construction of new buildings to house science or language centres, and the refurbishment of some existing science facilities. The program of work under this element is being managed by the IPO. Some projects within the program are managed by managing contractors with no involvement of DSTA, and DSTA is assisting with the management of some refurbishment projects on the basis of variations to existing contracts.

The Primary Schools for the 21<sup>st</sup> Century element consists of the construction of new buildings in schools such as halls, libraries and classrooms. The decision to use a managing contractor arrangement for the delivery of this component of the BER was made by the NSW Nation Building and Jobs Plan Task Force (Task Force). NSW Public Works assisted the Task Force and the Department of Education and Training with the preparation of the form of contract, the selection of a panel of tenderers, the tendering process, and the tender evaluation process. The Managing Contractor contracts were awarded with the Minister for Education as Principal and with the management and administration of contracts being conducted by the Department of Education and Training through the resources of the IPO.

In addition to the assistance with the establishment of the Managing Contractor contracts DSTA has also assisted with the management of the variation of existing Modular Design Range building contracts to supply units to various schools. These units are factory manufactured, delivered to site and set upon foundations that have usually been constructed by the Managing

Contractor. The Managing Contractor then completes the installation, connects the building to services and access ways, and installs all furnishings and fittings. The Department of Education and Training's IPO has sought a number of variations to these contracts.

The IPO also has a separate contract for procurement of other Modular Design Range buildings, additional to those under the original contract. The IPO managed the tendering process and administers this contract.

In regard to the delivery of the above specified components of the BER program, DSTA is engaged by, and reports to, the Department of Education and Training's IPO.

#### **Financial Basis for DSTA's Involvement**

The Department is undertaking work for the Department of Education and Training on a strictly cost-recovery basis as outlined in the Memorandum of Understanding.

The Department will not be making a profit on this work, nor will it charge a margin or deliver a dividend of any kind to the Government for this work.

**Peter Duncan**  
**Director General**

Dated:

8/6/10

**COPY**



**DEPARTMENT OF SERVICES, TECHNOLOGY & ADMINISTRATION**

**AND**

**DEPARTMENT OF EDUCATION AND TRAINING**

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**MEMORANDUM OF UNDERSTANDING**

**FOR THE MAKING AVAILABLE OF**

**SERVICES, PERSONNEL, SYSTEMS,**

**AND OTHER MATTERS**

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## Table of Contents

1.	Definitions and Interpretation.....	2
2.	Term .....	3
3.	Responsibilities of the parties.....	4
4.	Liability.....	9
5.	Insurance .....	9
6.	Issue Resolution.....	9
7.	Miscellaneous .....	9
8.	Inconsistency.....	9
9.	Legal advice and costs .....	10
10.	Taxes, Duties and Charges .....	10
11.	Counterparts.....	10
	SCHEDULE 1.....	12
	SCHEDULE 2.....	14

## Memorandum of Understanding

This Memorandum of Understanding is entered into on \_\_\_\_\_

### Between

1. The Department of Services, Technology & Administration of 2-24 Rawson Place, Sydney, New South Wales, 2000 ("DSTA") ( and or its successors)

and

2. The Department of Education and Training of Bridge Street, Sydney, New South Wales, 2000 ("DET") (and or its successors)

Both parties for and on behalf of the Crown in right of the State of New South Wales.

Being "the Parties"

### Recitals

- i) The Department of Education and Training (DET) has been charged administratively with delivery of certain aspects of the Building the Education Revolution (BER) program on behalf of the New South Wales Government, namely construction of works and maintenance programs on NSW Government school sites. The BER program is a Commonwealth funded program delivered pursuant to the *National Partnership Agreement on the Nation Building and Jobs Plan: Building Prosperity for the Future and Supporting Jobs Now* entered into by the Commonwealth and the States and Territories on 5 February 2009.
- ii) The DET component of the BER program comprises three programs: Primary Schools for the 21st Century; National School Pride; and Science and Language Centres for 21st Century Secondary Schools.
- iii) A new internal division of DET, the Integrated Program Office ("IPO"), has been created to be accountable for the delivery of the BER program on behalf of DET. The IPO reports to the Deputy Director-General, Finance and Infrastructure, DET.
- iv) The IPO has sought various assistances and services from DSTA in order to deliver the BER program including the professional services of DSTA staff, the adoption of elements of DSTA's construction procurement system, the development and administration of reporting systems, and other services.
- v) The various assistances provided by DSTA for the BER program are in addition to, and to be contrasted with, the construction procurement services delivered by DSTA to DET in satisfaction of DET's routine capital works and maintenance programs. These routine services are delivered under a traditional 'fee for service' arrangement entered into by the parties for that purpose.



- vi) As such the assistances provided by DSTA to the IPO for the BER program constitute a service delivery arrangement which is different to the way DSTA has traditionally delivered services to DET and the purpose of this MOU is to formalise these arrangements.

It is the intention of the parties:

- i) that this MOU provide a framework for the provision of assistance and services by DSTA to DET for the purposes of the BER program having regard to the non-typical service arrangement that is required by DET;
- ii) that the parties are clear about the nature and extent of the assistance and services being provided and the parties' respective responsibilities; and
- iii) to cooperate and protect the interests of the Crown in right of the State of New South Wales and to ensure that whole-of-government risks are identified and managed appropriately.
- iv) That agencies deliver the BER Program to the benefit of the school students, the broader community and the economy of this State.

## **Operative provisions**

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

#### 1.1 In this MOU, unless the context otherwise requires:

**"Commencement Date"** means the date specified as such in Item 1 of Schedule 1.

**"DSTA's Representative"** means the person named as such in Item 3 of Schedule 1 or such other person DSTA may, from time to time, nominate in writing.

**"MOU"** means this Memorandum of Understanding and includes the Schedules as well as any documents to the extent that they are incorporated by reference.

**"Personal information"** has the same meaning as in section 4 of the *Privacy and Personal Information Protection Act 1998* (NSW).

**"Services"** means making available the Embedded Services and Consultancy Services including Specified Personnel to DET.

**"Schedule"** means a schedule to this MOU.

**"Specified Personnel"** means the individuals employed by the Crown (through DSTA) and embedded by agreement between the parties to DET who are made available for the purposes of enabling DET to deliver the BER program and as specified in Item 4, Schedule 1.

“DET’s Representative” means the person named as such in Item 2 of Schedule 1 or such other person as DET may, from time to time, nominate in writing.

1.2 In this MOU, unless the context otherwise requires:

- (a) Persons will be taken to include any natural or legal person.
- (b) A reference to a statute, regulation, ordinance, by-law or other law (“Law”) will be deemed to extend to include a reference to all statutes, regulations, ordinances, by-laws or other laws amending, consolidating or replacing that Law from time to time.
- (c) A reference to a person or body which has ceased to exist or has been reconstituted, amalgamated or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable.
- (d) Where a word or phrase is given a defined meaning in this MOU, any other part of speech or other grammatical form in respect of such word or phrase shall unless the context otherwise requires have a corresponding meaning.
- (e) No rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this MOU or any part of it.
- (f) The headings and index in this MOU are for convenience only and do not affect the interpretation of this MOU.
- (g) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (h) Words importing the singular include the plural and vice versa.
- (i) A reference to this MOU or to any other deed, agreement, document or instrument includes, respectively, this MOU or such other deed, agreement, document or instrument as amended, novated, varied or replaced from time to time.

## 2. Term

- 2.1 This MOU commences on the Commencement Date and will continue until terminated by agreement between the parties in writing or by operation of law or as made necessary by the operation or change of policy or government machinery change.

### **3. Responsibilities of the parties**

#### **Services provided by DSTA to DET**

- 3.1 As part of the BER program the following categories of services will be provided by DSTA to DET:
- (a) Embedded Services, that is the services provided by DSTA to the IPO incorporating System Components and Specified Personnel to enable the IPO to perform its functions in relation to BER program delivery where:
    - (i) the Specified Personnel are employees of DSTA but are physically located within the IPO or at one of the BER program regional locations and are subject to the daily direction and control of the IPO in relation to the BER program delivery; and
    - (ii) the System Components are those parts of the DSTA Accredited Construction Procurement System provided by DSTA to the IPO for use in the delivery of the BER program.
  - (b) Consultancy Services, that is services provided by DSTA to DET as requested by the IPO where the request and BER works is treated as incremental to normal DSTA operations and functions. The personnel involved in performing the functions and the systems used to provide the services remain in all respects under the daily direction and control of DSTA.

Both of these categories of services are to be distinguished from the standard 'fee for service' services provided by DSTA to DET as part of the routine delivery of DET's Capital Works Program.

#### **Cost structures**

- 3.2 DET must pay DSTA charges for the provision of the Embedded Services (including Specified Personnel) and Consultancy Services on invoice in accordance with this MOU.
- 3.3 The parties agree that DSTA will only charge on a cost recovery basis, defined as actual salary costs plus statutory on-costs plus any unavoidable local overheads and shared corporate costs incurred whether embedded in the IPO or whole performing their usual service provision function. Any other pass-through services such as system licensing will be charged at actual cost. These costs are as set out in Schedule 2.
- 3.4 DSTA will calculate an estimate of the management fees collected from suppliers in respect of purchases made by DET and its Nominee Purchasers from State Contracts Control Board State Contracts for the BER program on a quarterly basis. DSTA will then refund to DET the estimated management fee amount in respect of that quarter less any amount to recover costs arising from management of the State Contracts.

- 3.5 DSTA charges will be free of any profit margin, dividend or taxation equivalents. There will be no cross subsidisation of other services provided by DSTA.

### Specified Personnel

- 3.6 The Specified Personnel are as identified in Item 4 of Schedule 1.
- 3.7 The Specified Personnel will be made available for the Term or as otherwise agreed by the parties in writing. Agreements may be made by the parties with respect to individual Specified Personnel or the group of Specified Personnel. Additional Specified Personnel may be agreed in writing by the parties at any time and are taken to be incorporated into the Schedule.
- 3.8 On completion of the Term or at another time as agreed by the parties the Specified Personnel will resume duties within DSTA and return to the daily direction and control of DSTA.
- 3.9 The views, needs, and interests of the Specified Personnel, including their professional development needs, will be taken into account by the IPO during the period of their placement within the IPO and in determining the period of their placement within the IPO.
- 3.10 The views, needs, and interests of DSTA will be taken into account by the IPO in determining the period of the placement of the Specified Personnel within the IPO.
- 3.11 With the exception of the Specified Personnel who are contractors engaged by DSTA (as identified in Item 4 of Schedule 1) the Specified Personnel at all times remain the employees of DSTA, employed under the *Public Sector Employment and Management Act 2002*, and at no time are employed by, or seconded to, DET.
- 3.12 DET is to make available to DSTA any information, including personal information, required for DSTA to fulfil its obligations as an employer under employment-related legislation including, but not limited to the:
- *Public Sector Employment and Management Act 2002 (NSW)*
  - *Public Sector Employment and Management (General) Regulation 1996*
  - *Industrial Relations Act 1996 (NSW)*
  - *Occupational Health and Safety Act 2000 (NSW)*
  - *Workers' Compensation Act 1987 (NSW)*
- 3.13 The activities of the Specified Personnel are subject to the daily control and direction of DET management, limited to those activities directly related to DET's delivery of the BER program. In all other respects the Specified Personnel remain subject to the direction and control of DSTA.
- 3.14 The IPO is to provide the Specified Personnel with a Position Description (in the standard form used by public sector agencies) listing the key accountabilities of the position to which they are attached. DSTA may review the position description to ensure it is commensurate with remuneration for the position having regard to similar

public sector and private sector positions, and having regard to the skill and experience of the Specified Personnel.

3.15 The Specified Personnel will retain all existing employee entitlements, and will continue to accrue all entitlements available to employees of DSTA, during their placement within the IPO, including, but not limited to the accrual of recreation leave, sick leave, and flex leave pursuant to the DSTA Flexible Working Hours Agreement.

3.16 Subject to normal business requirements, the Specified Personnel will be permitted reasonable access to their employee entitlements, and requests to take leave will be determined in accordance with the provisions of applicable employment awards and the NSW Government Personnel Handbook

3.17 The Director General, DSTA remains the department head for the purposes of management of conduct and performance of the Specified Personnel pursuant to the *Public Sector Employment and Management Act 2002* and the Personnel Handbook.

3.18 DET agrees to comply with all applicable standards, laws and regulations in relation to the placement of the officers within the IPO, including, but not limited to, complying with its obligations under the:

- *Privacy and Personal Information Protection Act 1998* and New South Wales Government policies which apply,
- Employment-related law including the *Public Sector Employment and Management Act 2002* and New South Wales Government policies which apply,

and agrees to not do anything that would cause DSTA to breach its obligations under any legislation.

3.19 The IPO at its sole discretion can determine that any particular member of the Specified Personnel is no longer required. Should the IPO make any such determination in relation to a member of the Specified Personnel that member will immediately return to the direction and control of DSTA.

3.20 If the IPO has concerns about the performance or conduct of any particular member of the Specified Personnel, the IPO will notify these concerns to the Director General of DSTA in a timely manner.

3.21 On receiving information from DET about conduct or performance of the Specified Personnel, the Department Head of DSTA will take appropriate action and notify DET as is appropriate. The continued placement of the member of the Specified Personnel to DET following such action will be as agreed by the parties.

3.22 DET acknowledges that DSTA will not monitor the performance and conduct of the Specified Personnel whilst they are placed within the IPO.

- 3.23 DSTA treats the ethical conduct and behaviour of its officers as paramount. The Specified Personnel remain subject to the DSTA Code of Conduct, and are obliged to follow the formal policies and principles underpinning the conduct of officers of the public sector including the specific policies and principles guiding government procurement.
- 3.24 The IPO is responsible for supporting and guiding the proper behaviours of the Specified Personnel and their application of these policies and principles whilst the Specified Personnel are subject to the daily direction and control of the IPO.
- 3.25 Where the Specified Personnel identify a failure to support these behaviours or receive a direction from the IPO which is inconsistent with these behaviours, policies or principles, the Specified Personnel are expected to raise this with the Director IPO in accordance with usual New South Wales public service practice. The Specified Personnel may subsequently also raise it with the DET internal audit branch, or any other officer or administrative unit within DET. Where the issue is not resolved to the satisfaction of the Specified Personnel, the Specified Personnel is entitled to raise the matter with DSTA's Representative for all appropriate action.
- 3.26 These rights are in addition to, and distinct from, any right or obligation of the Specified Personnel to report corrupt conduct, maladministration or any other matter to any external accountability body including the Independent Commission Against Corruption.
- 3.27 The Specified Personnel will be provided with a safe working environment, and with appropriate resources for the carrying out of their duties including where appropriate vehicles (in the case of regional officers), mobile phones and other mobile working devices, domestic travel, and or accommodation.
- 3.28 The Specified Personnel will be provided with appropriate organisational and system supports for the carrying out of their duties including, but not limited to the following:
- (a) OHS policies and systems compliant with the Occupational Health and Safety Act 2001 and related government policy, particularly as they relate to construction activities
  - (b) Environmental protection and management policies and systems compliant with applicable legislation and policies
  - (c) Procurement practices and processes consistent with NSW Treasury Procurement Policy, subject to any lawful exceptions.
  - (d) Domestic travel policy
- 3.29 The Specified Personnel and DSTA will be indemnified by DET against any liability, personal or otherwise, to the extent permitted by law, arising from the carrying out of their duties, including their acts or omissions, arising from the failure of DET to provide adequate policies and systems.

## System Components

- 3.30 DSTA agrees to provide to DET for use for the delivery of the BER program System Components of DSTA's Accredited System for Construction Procurement ("Components") as set out in Item 5 of Schedule 1.
- 3.31 The Components are to be used only for the purposes of delivery of the BER program, unless the prior written approval of DSTA is obtained.
- 3.32 The parties acknowledge and agree that the Components do not constitute DSTA's Construction Procurement System for the purposes of formal accreditation by NSW Treasury.
- 3.33 DET undertakes to resolve the issue of accreditation with NSW Treasury, and acknowledges that DSTA has no role to play in the assessment of that accreditation process.
- 3.34 No warranty or assurance is provided by DSTA to DET about the reliability or suitability of the Components for the activities of the BER program.
- 3.35 DET acknowledges that DSTA's internal financial, administrative, performance controls and governance arrangements, which form part of the DSTA Construction Procurement System, do not apply to the IPO and DSTA does not guarantee that appropriate controls around the Components are in place. DSTA's governance arrangements include, but are not limited to:
- (a) Code of Conduct
  - (b) Business Ethics Statement
  - (c) Guide to Reporting Corrupt Conduct, Maladministration and Serious and Substantial Waste of Public Money
  - (d) Gifts and Benefits policy, and register of pecuniary and non-pecuniary interests
  - (e) Information Security Policy, and records management policy
  - (f) Procurement Policy Framework
  - (g) Code of Practice for Procurement
  - (h) Tendering Guidelines
  - (i) Project management controls
  - (j) OPWS Project Management Roadmap controls
  - (k) OPWS Project profit/cost (accounting) controls

- (l) Internal audit function
- (m) Delegations Manual
- (n) DSTA management and governance structures and processes

3.36 DET undertakes to ensure that appropriate controls are identified and implemented and that appropriate internal controls, audits and other risk management measures will be implemented by DET to ensure the integrity of the Components.

3.37 Intellectual property in all of the Components remains with DSTA on behalf of the Crown in Right of the State of New South Wales and is to be managed in accordance with the NSW Public Sector Intellectual Property Framework. DET agrees to take all action necessary to protect the intellectual property in the Components from unauthorised use.

#### **4. Liability**

4.1 DET agrees to indemnify and keep indemnified DSTA from and against any liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by DSTA by reason of, or in connection with, any act or omission of DET or any act or omission of the Specified Personnel in the course of the Specified Personnel's work with DET, or the operation of the Services including the Components.

#### **5. Insurance**

5.1 DSTA will maintain all necessary insurances for the Specified Personnel.

#### **6. Issue Resolution**

6.1 The parties will endeavour to resolve all issues in relation to the operation of this MOU and the provision of the Services at officer level. Should the issue not be resolved to the satisfaction of either party the issue should be addressed in writing between the respective department heads or as otherwise deemed appropriate.

6.2 The parties agree to continue performing their obligations in accordance with this MOU to the extent practicable to do so, while an issue is being dealt with in accordance with clause 9.1

#### **7. Miscellaneous**

7.1 All amendments and variations to this MOU, or pursuant to this MOU must be agreed between the parties and evidenced in writing.

#### **8. Inconsistency**

8.1 In the event of an inconsistency between the terms of this MOU, for the purpose only of resolving the inconsistency, the following order of decreasing priority applies:



- (a) Operative provisions of this MOU
- (b) Schedules
- (c) Any other document to the extent it may be incorporated by reference

**9. Legal advice and costs**

9.1 Each party will bear its own costs incurred in relation to the preparation and execution of this MOU.

**10. Taxes, Duties and Charges**

10.1 Other than as provided in this MOU, all taxes, duties and charges imposed or levied in connection with this MOU will be borne by DET.

**11. Counterparts**


11.1 This MOU may be executed by counterparts by the respective parties, which together will constitute one and the same MOU.

This Memorandum of Understanding is executed on the     day of                     2010

**Execution by DSTA:**

**Signed**

For and on behalf of the Crown in right of the State of New South Wales acting through the Department of Services, Technology & Administration but not so as to incur personal liability in the presence of:

  
.....

(signature of witness)



.....  
(signature of Director General, Department of Services, Technology & Administration)

**Signed**

For and on behalf of the Crown in Right of the State of New South Wales acting through the Department of Education and Training but not so as to incur personal liability, in the presence of:

.....

(signature of witness)

.....  
(signature of Director General Department of Education and Training)

**SCHEDULE 1**

<p><b>ITEM 1</b></p>	<p>The Commencement Date of this Memorandum of Understanding is:</p> <p>9 March 2009</p> <p>The parties acknowledge that the Commencement Date is prior to the date that the Memorandum of Understanding has been executed by the parties and it will not be possible for some of the clauses in the Memorandum of Understanding to apply retrospectively.</p>
<p><b>ITEM 2</b></p>	<p><b>DET REPRESENTATIVE</b></p> <p>Name: Angus Dawson</p> <p>Title: BER Program Director</p> <p>Address: Level 10, 151 Clarence Street, Sydney NSW 2000</p> <p>Telephone: 9561 1759</p> <p>Facsimile: 9561 1763</p> <p>Email: angus.dawson4@det.nsw.edu.au</p>
<p><b>ITEM 3</b></p>	<p><b>DSTA REPRESENTATIVE</b></p> <p>Name: Brian Baker</p> <p>Title: Deputy Director-General (NSW Public Works)</p> <p>Address: 2-24 Rawson Place, Sydney NSW 2000</p> <p>Telephone: 9372 8870</p> <p>Facsimile: 9372 7255</p> <p>Email: brian.baker@services.nsw.gov.au</p>
<p><b>ITEM 4</b></p>	<p><b>Specified Personnel</b></p> <p>Phil Baker          Ron Berrington (part time)          Julian Burgess (contractor engaged by DSTA)          Alfred Chung          Beth Clement          Jack Domis          David Holt          Steve Honeywell          Peter Hughes          Phil King (contractor engaged by DSTA)          Neeraj Kumar</p>

	John Pearson Angelo Petracarro Keith Ryan Vincent Shaw (part time) Jim Smith Michael Stanley John Zahn
<b>ITEM 5</b>	<b>Components</b> <ul style="list-style-type: none"><li>• Contract administration module</li><li>• OHS management system and reporting framework</li><li>• Environmental management system</li><li>• Construction contract templates</li><li>• Asset.gov</li></ul>

