

TAFE NSW COA SOW

COA STATEMENT OF WORK (SOW) NO. 001**DATE: 01 NOVEMBER 2024**

This Statement of Work ("**Statement of Work**") No. 001 is entered into by The Technical and Further Education Commission ("**Customer**") (ABN 89 755 348 137) and Infosys Technologies Limited (a foreign company incorporated in India as Infosys Limited) (ABN 52 090 591 209) ("**Supplier**") in accordance with the Customer Outsourcing Agreement ("**CoA**") dated 23 June 2021 between The Technical and Further Education Commission (ABN 89 755 348 137) (Customer) and Infosys Technologies Limited (a foreign company incorporated in India as Infosys Limited) (ABN 52 090 591 209) (Supplier).

This Statement of Work describes specific Services the Supplier will perform and deliver under the CoA and the specific provisions associated with such Services provided for under this Statement of Work.

1. INTRODUCTION**1.1 Background**

The Customer is Australia's leading provider of vocational education and training services. The Customer has undergone transformation and transition programs to separate its operations from the NSW Department of Education (DoE) in 2017. As part of this separation the Customer has completed transition of its Finance processes from DoE EDConnect (**EDConnect**) to GovConnectNSW (being the entity providing Finance, HR and Technology services to NSW government agencies, including Department of Finance, Services & Innovation, Department of Premier & Cabinet, NSW Treasury and Service NSW) ("**Transition**").

The Supplier's personnel are suitably trained to deliver the Services in accordance with the Standard Operating Procedures (**SOPs**) defined for each sub process and signed off by the Customer's representatives. To avoid any doubt, the Supplier will not be responsible for any process steps that are not covered in the SOPs, and it is the Customer's responsibility to ensure expected steps are communicated to the Supplier in relation to updating the SOPs.

This Statement of Work will cover at least 19 months (and at a maximum, 24 months) of operation in the 'Business as Usual' (BAU) phase for the following finance processes:

- Accounts Payable;
- Master Data Management (Vendor and Customer);
- Accounts Receivable (including debt management)
- Banking;
- Asset Management (i.e. Fixed Assets);
- Tax; and
- Service Centre (for in-scope Finance processes).

For the avoidance of doubt, all previous Statements of Work entered into under the previous Customer Outsourcing Agreement between the Customer and the Supplier dated 3 April 2017 in relation to the Services (including Statement of Work No. 005) are superseded and replaced by this Statement of Work.

1.2 Business Outcomes

- (a) The Supplier's and Customer's entry into this Statement of Work reflects their commitment to achieving the following business outcomes:
 - (i) the Services must be managed to produce measurable and sustainable process and service improvements, including improvements in Service quality and reliability;
 - (ii) strive to achieve an optimum customer / client experience;
 - (iii) allowing for a more agile, flexible and contestable service delivery model;

- (iv) providing a service delivery model which aligns with the Customer’s information technology strategy;
 - (v) minimising any ongoing financial risks and liabilities for the Customer; and
 - (vi) continuous improvement, including utilising lessons learned from the past and from other customer solutions,
- (the “**Business Outcomes**”).
- (b) The Supplier must provide the Services to assist the Customer to meet the Business Outcomes but only in accordance with the SOPs.
 - (c) The parties agree that if the provisions of this Statement of Work do not address a particular circumstance or are unclear or ambiguous, those provisions will be interpreted to give the fullest possible effect to the Business Outcomes.

1.3 Term and Termination

The term of this Statement of Work is defined below:

SOW Commencement Date	01 November 2024
SOW Expiry Date	31 May 2025

The Customer may extend this Statement of Work for a further period of 1 year (12 months) until 31 May 2026 on the same terms and conditions by notifying the Supplier at least 60 days prior to the Statement of Work (SOW) Expiry Date.

1.4 Contract Representatives

Supplier Contract Representative

Name/Position title: [REDACTED]
Postal Address: [REDACTED]
Telephone: [REDACTED]
Mobile: [REDACTED]
Email Address: [REDACTED]

Customer Contract Representative

Name/Position title: [REDACTED]
Postal Address: [REDACTED]
Telephone: [REDACTED]
Mobile: [REDACTED]
Email Address: [REDACTED]

1.5 Eligible Recipient

The Technical and Further Education Commission (“**TAFE NSW**”) (ABN 89 755 348 137)
Building A, Mary Ann Street, Ultimo NSW 2007.

2. SERVICES

2.1 General description

- (a) The Supplier must provide the Services described in this Statement of Work, including the applicable Service Schedules and the SOPs, for the following in-scope BAU activities and processes:

In-scope

The following BAU activities and processes are in scope for the purposes of this Statement of Work:

- Accounts Payable;
- Master Data Management (Vendor and Customer);

- Accounts Receivable (including debt management),
- Banking;
- Asset Management (i.e. Fixed Assets)
- Tax; and
- Service Centre (for in-scope Finance processes).

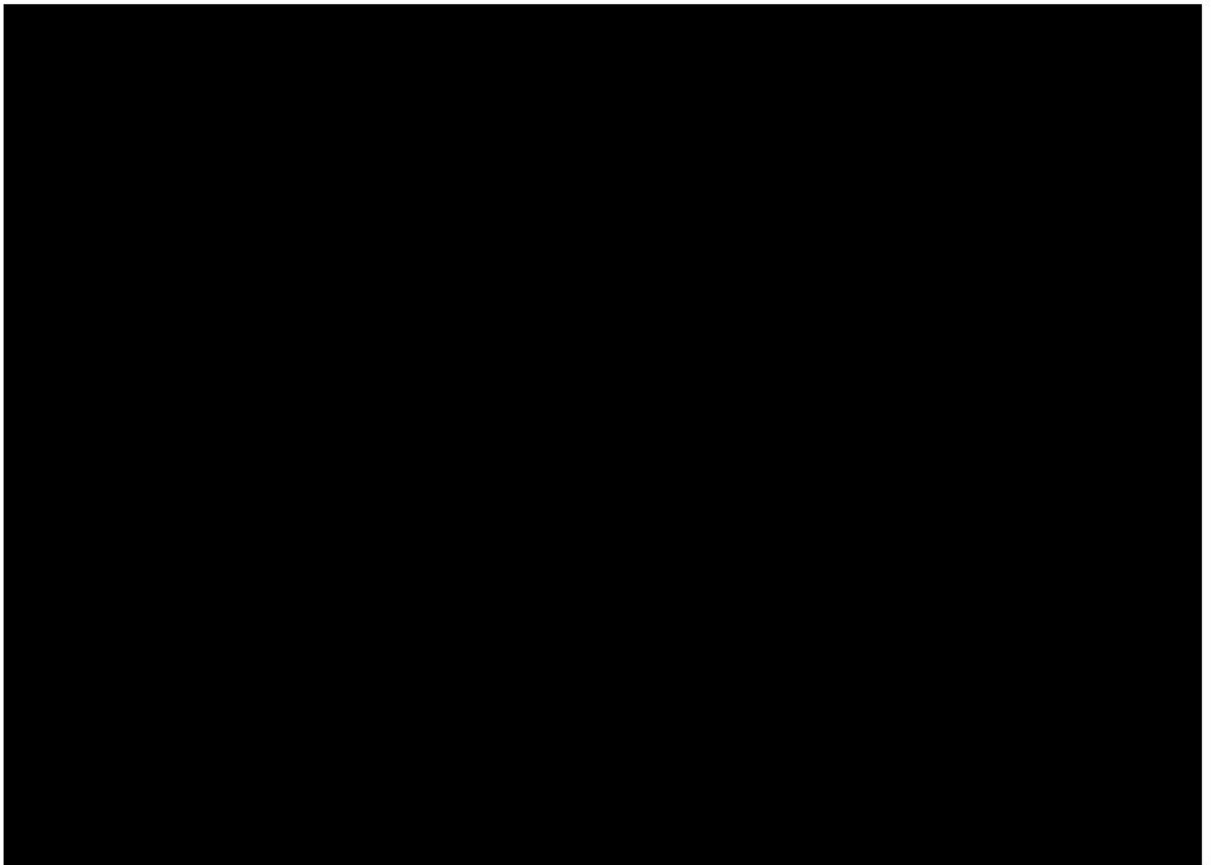
Out of scope

All other Finance processes not covered above are out of scope for the purposes of this Statement of Work.

2.2 Estimated Transaction Volumes

The Supplier must provide the Services in accordance with the Service Levels, based on the Baseline Transaction volumes set out in Schedule 1 (Service Catalogue, Volumes and Rates).

2.3



2.4 Risk and Controls Matrix (RACM)

- (a) The Supplier acknowledges that it has implemented the controls framework set out in the Risk and Controls Matrix (RACM) in Schedule 4 (RACM).
- (b) The Supplier will test the controls on a quarterly basis and provide a quarterly report detailing:
 - (i) the methodology used;
 - (ii) the sample tested; and
 - (iii) any errors identified.
- (b) The Supplier will provide a quarterly and an annual self-attestation on the controls set out in the RACM, noting any errors and any control weaknesses identified.

2.5 Supplier Business Continuity Plan (BCP)

- (a) The Supplier has agreed and delivered to the Customer the Supplier Business Continuity Plan pursuant to clause 8 of the CoA.

- (b) The Supplier must test the Supplier Business Continuity Plan once every 12 months during the term of this Statement of Work, which will involve logging in and processing live Transactions from the BCP Location (including from the 'working from home' environment where required). The Supplier must promptly provide the testing results to the Customer.
- (c) The Customer and Supplier will ensure that their IT and any third-party technology providers are managed through their respective contracts to deliver and ensure an up-to-date environment for Business Continuity.
- (d) The Supplier, in the event of a BCP situation will implement the Business Continuity Plan by moving the resources into a work from home environment. Supplier will not be responsible to secure and maintain any alternative premises or site for any BCP situation.

3. GOVERNANCE

3.1 Governance Framework

The parties will establish and operate a governance framework to oversee this Statement of Work in accordance with Schedule 6 (Governance Framework).

3.2 Reporting

The Supplier will create and provide the following report to the Customer in the format agreed with the Customer:

Report	Frequency
Monthly Performance Report which details the Supplier's performance against applicable Service Levels	Monthly, not later than 10 th Business Day from month end soft close (subject to the confirmation from customer on draft report)
Volume Reporting	Monthly, not later than 10 th Business Day from month end soft close

4. DELIVERABLES

The Supplier will provide the following Deliverables to the Customer under this Statement of Work:

Deliverable	Due Date
Monthly Performance report which details the Supplier's performance against applicable Service Levels	Not later than 10 th Business Day of each succeeding month from month end soft close (subject to the confirmation from customer on draft report)

5. SERVICE PERFORMANCE

5.1 Service Levels

The Supplier will provide the Services:

- (a) in accordance with the Service Levels set out in Schedule 7 (Key Performance Indicators and Service Levels); and
- (b) where there are no applicable Service Levels, using all reasonable endeavours to meet the same level of service, and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency, as was provided by whoever provided the relevant Services immediately prior to the SOW Commencement Date.

5.2 Improvement plan for Service Level failures

For each Service Level failure below the minimum Service Level requirement, the Supplier must, within 15 Business Days of the Service Level failure, provide to the Customer for Approval, a plan for improving the Supplier's performance to meet the applicable Service Level. The Supplier must promptly implement such plan once it has been approved by the Customer.

5.3 Service Level exclusions

The Supplier will not be liable for any Service Level failure to the extent that it is directly attributable to any of the following:

- (a) a Force Majeure Event (as defined in the CoA);
- (b) any fault, unavailability or lack of accessibility of third-party equipment, software or other technology which is not within the Supplier's control; or
- (c) any significant acts or omissions of the Customer.

The Supplier must notify the Customer as soon as it becomes aware of any circumstance which may prevent the Supplier from complying with any Service Level.

5.4 Customer Satisfaction Surveys

- (a) The Supplier must regularly analyse tangible complaints data and feedback to identify any recurrent themes that might identify any systematic issues, and must implement improved practices.
- (b) The Customer may implement customer satisfaction measures to assess customer satisfaction with the Services and any other matters arising under this Agreement, including requiring the Supplier to conduct customer satisfaction surveys (at the Customer's cost) which will be jointly developed and agreed by the parties.
- (c) If the customer satisfaction measures identify any customer satisfaction or performance issues when calibrated to actual performance data, the Supplier must meet with the Customer to discuss the issues, and develop and implement a remediation plan to address any identified causes.
- (d) The Supplier must provide all co-operation and assistance required by the Customer in connection with the customer satisfaction measures.

6. CONTINUOUS IMPROVEMENT, INNOVATION AND TRANSFORMATION AND GAIN SHARE

6.1 Continuous Improvement

Each party will actively work towards identifying initiatives for:

- (a) leveraging the Supplier's capabilities, skills and expertise; and
- (b) implementing any new practices, processes, emerging trends or changing industry best practices,

that are likely to:

- (c) improve the Services (including the effectiveness and/or efficiency of the Services);
- (d) improve productivity and performance across Service delivery;
- (e) enhance the Customer's operations; and/or
- (f) enhance the Customer's overall experience,

(Continuous Improvement).

6.2 Innovation and Transformation

In addition to any Continuous Improvement initiatives, each party will actively work towards identifying other initiatives to promote innovation and/or transform the Service delivery model for the benefit of both parties (**Innovation and Transformation**).

6.3 Gain Share

- (a) The parties agree to a 'gain share' model, whereby the associated costs and financial benefits and risks of all agreed Innovation and Transformation initiatives identified by either party pursuant to clause 6.2 will have the following treatment. For the avoidance of doubt, this clause excludes all Continuous Improvement initiatives pursuant to clause 6.1 and any initiatives or opportunities which are considered BAU for the purpose of this Statement of Work.
- (b) Either party may propose an Innovation and/or Transformation initiative that qualifies for gain share. The parties will then meet to determine if the proposed initiative qualifies for gain share and whether it will be pursued or not.
- (c) If the parties agree to pursue an Innovation and/or Transformation initiative and there are costs directly associated with doing so, the costs will be shared between the parties as follows:
 - (i) a party that incurs costs will deduct the costs incurred from any Gains made by that party from the initiative, prior to the Gains being shared between the parties;
 - (ii) the costs will be agreed between the parties prior to being incurred; and
 - (iii) the costs will be confirmed and agreed between the parties prior to being deducted from the Gains.
- (d) For the purposes of clause 6.3(c), costs are those which are directly associated with undertaking the agreed Innovation or Transformation initiative, which may include:
 - (i) the acquisition, lease or rental of equipment or assets for the sole and specific purpose of undertaking the initiative, but does not include any existing equipment or assets used in connection with the Services;
 - (ii) existing Personnel who are assigned on a full-time or part-time basis to the initiative, but only where their existing roles are back filled to cover their participation in the initiative; and
 - (iii) additional new personnel (previously not associated with the Services) engaged on a full- time or part-time basis to work on the initiative;
- (e) The method of measuring and calculating the Gain will be agreed by the parties in good faith, including the time period within which a minimum Gain must be achieved to allow for sufficient time to realise the Gain and demonstrate an adequate return on investment. Any Gain is to be shared equally (50/50 basis) between the parties on a monthly basis or other time period as agreed. However, before any Gain is distributed to the parties it must be calculated after all approved costs (as applicable) have been deducted from the said Gain and apportioned to the relevant party that has incurred them in accordance with clause 6.3(c).
- (f) If the Innovation or Transformation initiative does not result in any Gain being achieved or an adequate return on investment, either party may cancel the initiative on providing at least 14 days' written notice to the other party, unless the parties otherwise agree to vary the initiative, including the time period within which the minimum Gain must be achieved. If the initiative is cancelled under this clause and the Gain does not cover the agreed costs incurred by the parties, each party will bear their own costs.

7. CHARGES

7.1 Transaction Pricing Model

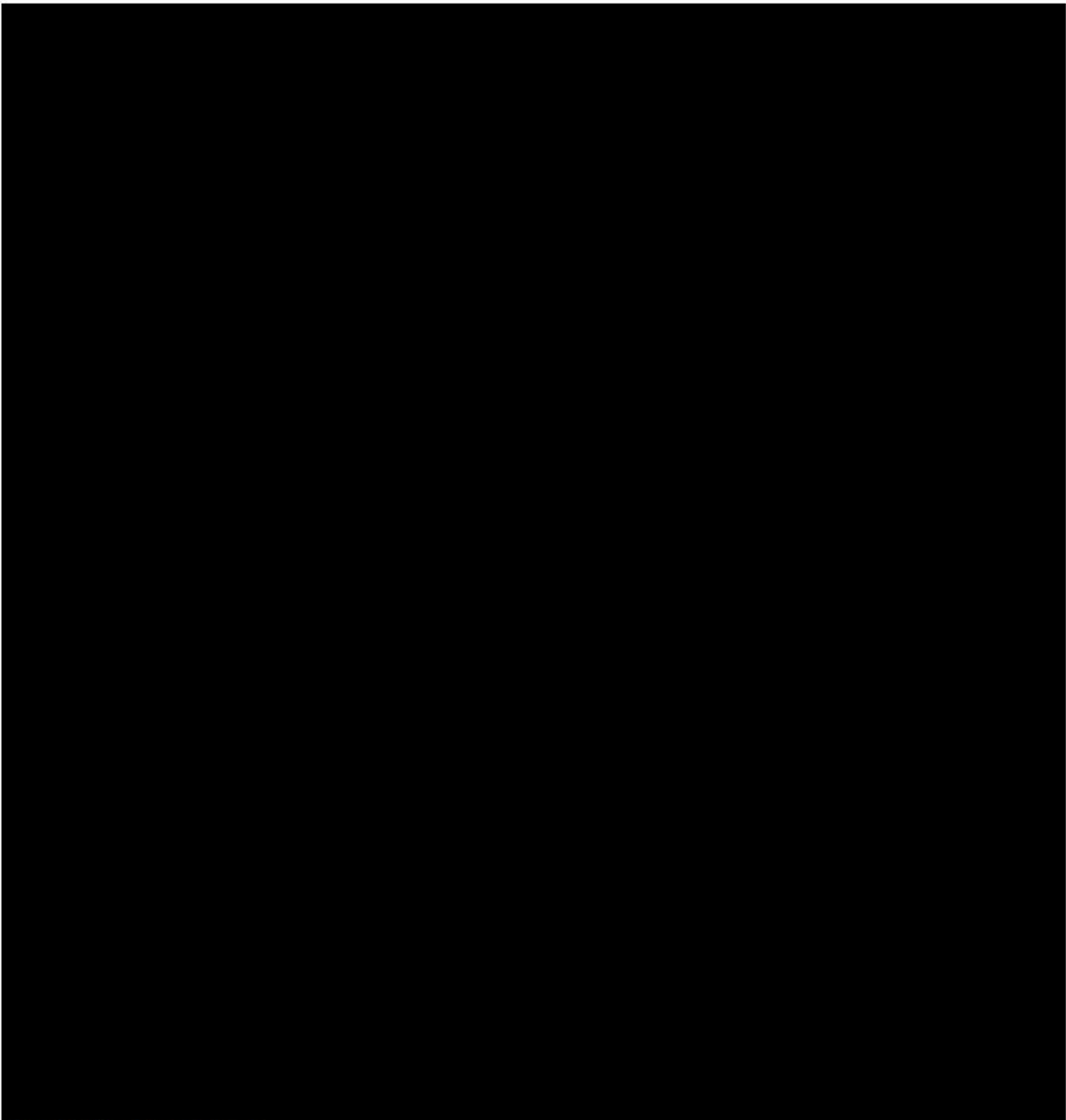
The parties acknowledge that the Services described in this Statement of Work will be delivered under a Transaction Pricing model based on the Customer Service Catalogue, including the rates that have been calculated based on the Baseline Transaction volumes.

7.2 Charges

- (a) This is a Transaction Based Statement of Work and the Customer will be charged for each individual Transaction in accordance with the applicable Transaction rates set out in Schedule 1 (the Customer Service Catalogue, Volumes and Rates).
- (b) The Supplier will issue invoices monthly in arrears as per the below table.

Milestone	Amount AUD (ex GST)
Completion of Monthly processing	As per the actual transaction volume in accordance with Schedules 1 & 7

7.3



7.4

8. SUPPLIER FACILITIES

8.1



8.2

Working from home

- 8.3 The Supplier at its discretion can choose and allow its staff the flexibility to work from home (whether on a short term or continuous long term basis) in accordance with the Supplier's operating model and policies and procedures, provided that any such staff who are performing the Services from home use approved remote connections (including Multi-Factor Authentication (MFA) to access systems and comply with any other reasonable Customer security requirements as advised to the Supplier.
- 8.4 Notwithstanding Schedule 1.B of ETA (Establishment and Transition Agreement), if the need arises, the Customer may request Supplier staff to operate from a Supplier facility for a limited period (which will be mutually agreed in writing) to complete a specific activity or task, provided that the Customer gives at least two weeks prior written notice to the Supplier to enable the Supplier to make the necessary arrangements for staff to attend and operate from the Supplier facility.

Utilisation of Supplier facilities

8.4

[REDACTED]

[REDACTED] – [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 8.5 The Customer acknowledges that the utilisation and configuration of seating at the Supplier facility located at the GovConnect NSW Supplier delivery centre is at the sole discretion of the Supplier, except that the Supplier must not allocate any seats to any other Supplier customers in the education sector on the same floor or within the same access-controlled environment, other than the NSW Department of Education.

9. SUBCONTRACTORS AND KEY PERSONNEL

9.1 Supplier Personnel

- (a) Without limiting clause 17 of the CoA, the Supplier must ensure that all Supplier Personnel performing the Services:
- (i) are suitably trained to perform the Services;
 - (ii) are fluent in written and conversational English;
 - (iii) conduct themselves in a professional and diligent manner; and
 - (iv) successfully complete Cyber Security training each year.
- (b) The Supplier must ensure that only Supplier Personnel who are currently so authorised are involved in performing the Services, or managing the service delivery are given access to Customer Confidential Information or Personal Information.
- (c) If reasonably required by the Customer, the Supplier must ensure that any or all of the Supplier Personnel sign a confidentiality undertaking in favour of the Customer in a form reasonably required by the Customer.
- (d) The Supplier will identify a Primary and Secondary Single Point of Contact (SPOC) for each of the following Service Towers –Accounts Payable (including Master Data), Accounts Receivable (Including Master Data}, Service Centre and Banking Finance and

Tax. The Supplier will ensure that regular one fortnightly team meetings are conducted for each of these Service Towers. The identified SPOC may be common across Service Towers.

- (e) The Supplier will, at all times, have a designated Operational Manager who will oversee the Operations of the Customer Shared Finance Service Centre (TFSS) and meeting with the Customer on a fortnightly basis to discuss performance and key operational matters.
- (f) Any Shared Services Integration (SSI) team member can approach a designated SPOC at any time to confirm or resolve an issue. The leadership of both parties mutually agree to address any identified issues through the established team meetings.
- (g) There may be times when a designated SPOC will be required to attend team meetings other than their own should cross functional issues arise.
- (h) The Supplier must advise the Customer of any changes to people acting as team leads and will provide the Customer reasonable prior notice where feasible when such a change is proposed.

9.3 Subcontractors

The following Subcontractors shall be utilised by the Supplier in the performance of the Services to be provided under this Statement of Work:

Subcontractor	Location of Subcontractor
N/A	N/A

10. CHILD PROTECTION (WORKING WITH CHILDREN) ACT 2012 (NSW)

The Supplier must ensure that all Supplier Personnel hold valid clearances to work with children for the purposes of the *Child Protection (Working with Children) Act 2012 (NSW)*, at the Supplier's cost.

11. TERMINATION FOR CONVENIENCE

11.1 Termination for Convenience

- (a) Notwithstanding clause 35.1(a) of the CoA, the Customer may terminate this Statement of Work (in whole or in part) for convenience at any time by prior 60 days written notice to the Supplier. Where the Customer terminates this Statement of Work under this clause, the Customer will pay the Supplier for all the services and deliverables delivered to the Customer up on the termination date, and the following Early Termination Charges:
 - (i) if terminated during the period from the SOW Commencement Date until the end of the 12th month from the SOW Commencement Date, an amount equal to the total of 3 months' Fees for the terminated Services (based on the last bill received by the Supplier for those Services); or
 - (ii) if terminated during the period from the beginning of the 13th month until the end of the 17th month from the SOW Commencement Date, an amount equal to the total of 2 months' Fees for the terminated Services (based on the last bill received by the Supplier for those Services).
- (b) For clarity, the Early Termination Charges specified in clause 11.1(a) above are only applicable to this Statement of Work, and no Early Termination Charges will be payable if the Customer terminates this Statement of Work (in whole or in part) at any time after the end of the 17th month from the SOW Commencement Date.

12. OFFSHORING PROPOSAL

This section is an Offshoring Proposal for the purposes of clause 18.2 of the CoA, and specifies those Service functions that can be provided from outside Australia at the Supplier's facilities as specified in clause 8.1.

Description of Services or functions which will be provided from outside Australia including location	Description of Contract Authority Data or Customer Data which is transferred, stored, processed or collected from outside of Australia including location	Is Contract Authority Data or Customer Data, Personal Information involved in the functions?	Security measures required to protect the Contract Authority Data and Customer Data the Customer
Financial Transactions Processing as stated in the Service Catalogue. Support functions including Due Diligence, Compliance, Quality and Consulting Note: For the avoidance of doubt, the Master Data Management Service will not be provided from outside Australia.	No data will be transferred to, stored, processed or collected from outside of Australia. These tasks will be performed completely via the approved remote connections via a dedicated Virtual Private Network (VPN).	No No	As required under the Outsourcing Program Agreements. Full ITIL compliant and NSW Government compliant data security measures are in place.

Offshoring conditions

- The Supplier must not transfer or store any personal user data of the Customer or its Representatives, including any Customer Data or Personal Information, outside of Australia or out of GovConnect NSW approved systems.
- The Supplier must, and must ensure that Supplier Personnel, only access the Customer systems via approved remote connections using the Multi-Factor Authentication (MFA) which has been set up for provision of the Services.

13. ANNUAL REVIEW

No later than 60 days before each anniversary of the SOW Commencement Date, the parties must conduct an annual review of the Services, which includes:

- reviewing the Supplier's performance against the Service Levels; and
- reviewing the Services to determine whether the Service delivery model is still appropriate or reflects industry norms,

following which, the parties will enter into good faith discussions with the aim of identifying and agreeing any required changes to the Services and this Statement of Work.

14. DEFINITIONS

In this Statement of Work, unless otherwise stated:

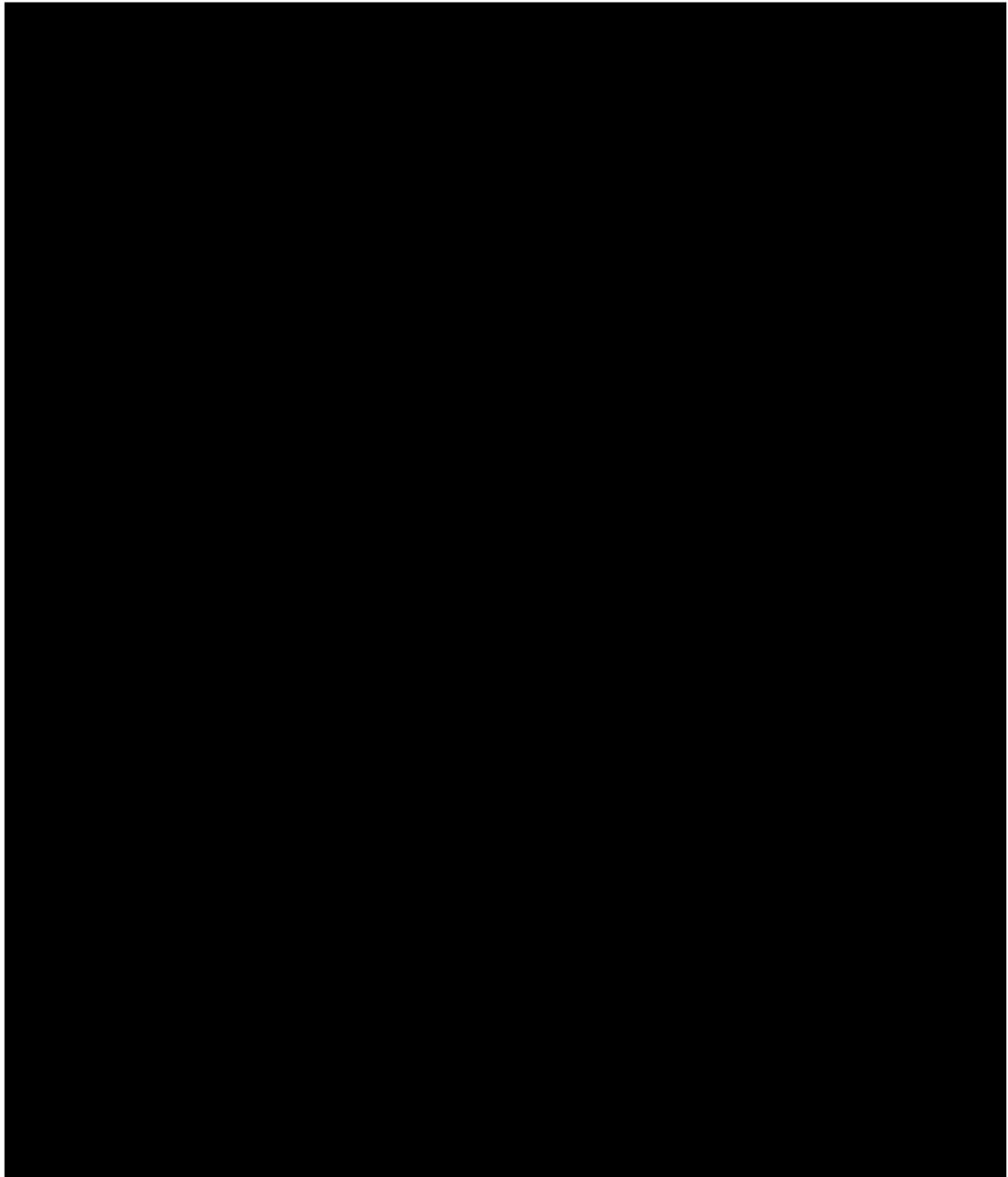
Business Outcomes has the meaning given to that term in clause 1.2 of this Statement of Work.

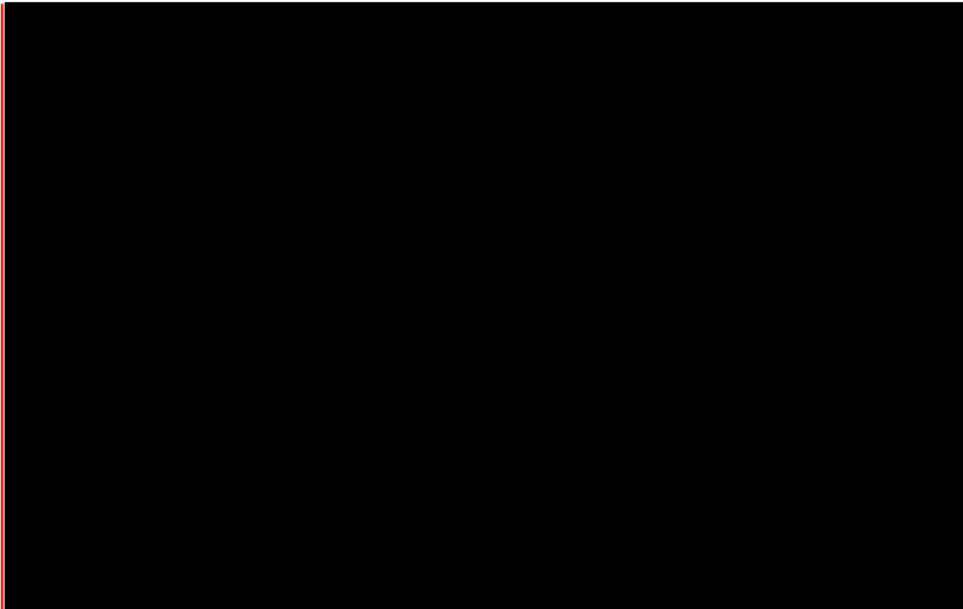
Gain means any direct financial gain or benefit derived by a party in relation to undertaking an agreed Innovation or Transformation initiative pursuant to clause 6.3 of this Statement of Work.

Standard Operating Procedures mean the documented procedures for each sub-process which have been developed by the parties in connection with the Services, to ensure the Services and Deliverables are delivered consistently every time.

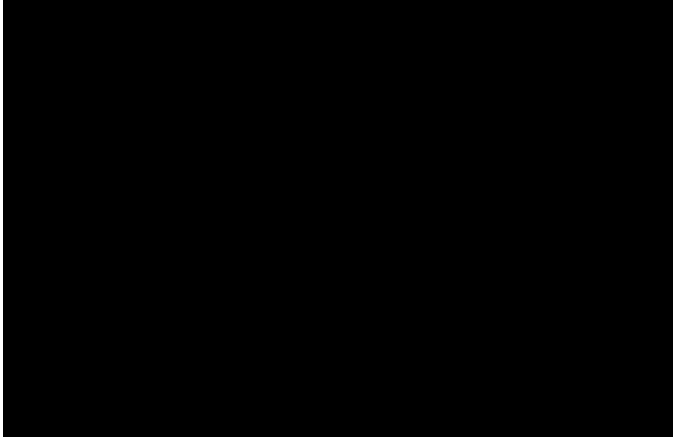
Transaction means each process or instance of transacting in respect of the activities and processes in scope for the purposes of this Statement of Work.

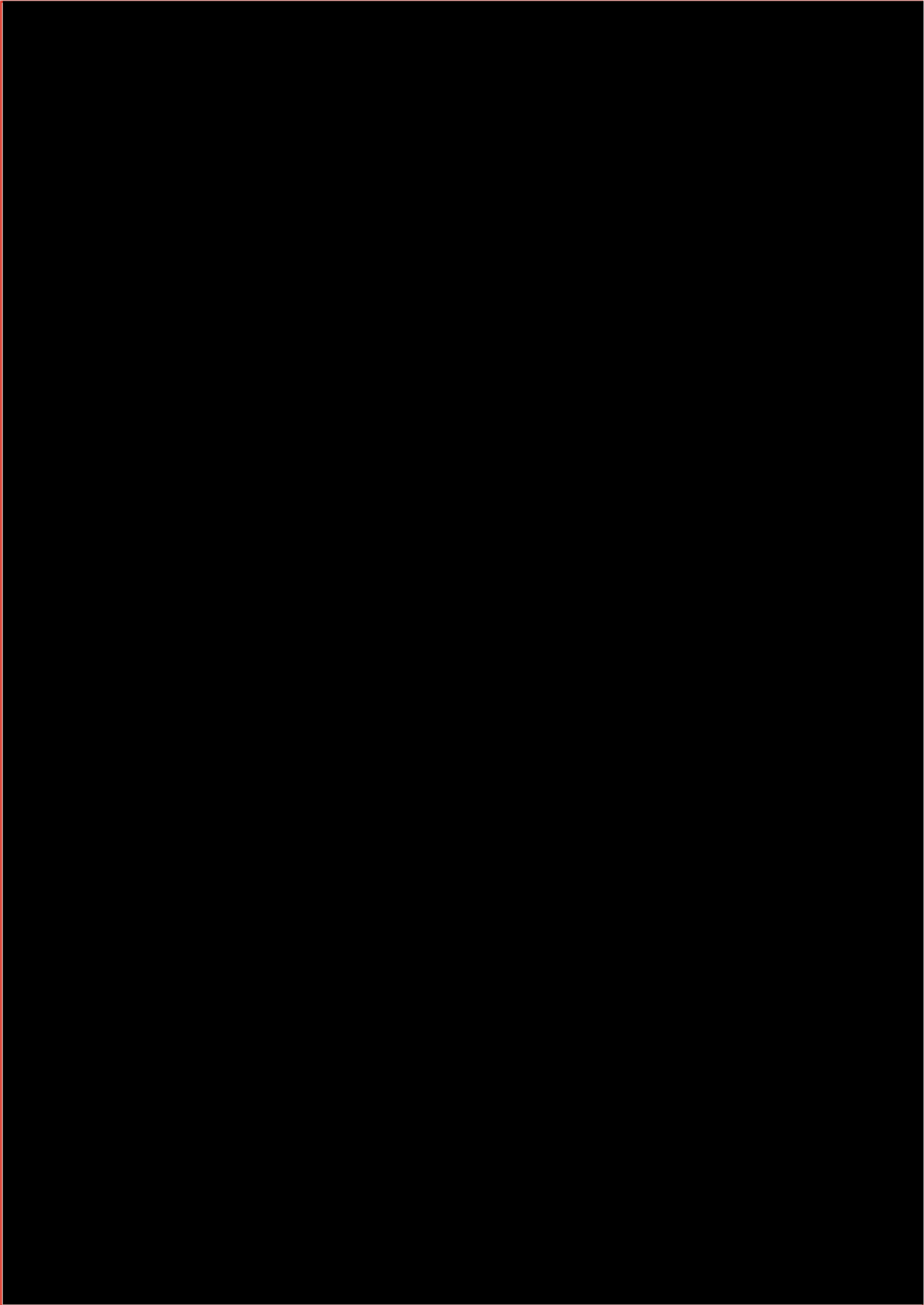
SIGNED SEALED AND DELIVERED as a deed effective as of the date of this Statement of Work. On execution of this Statement of Work, it will be incorporated into the Customer's Customer Outsourcing Agreement.

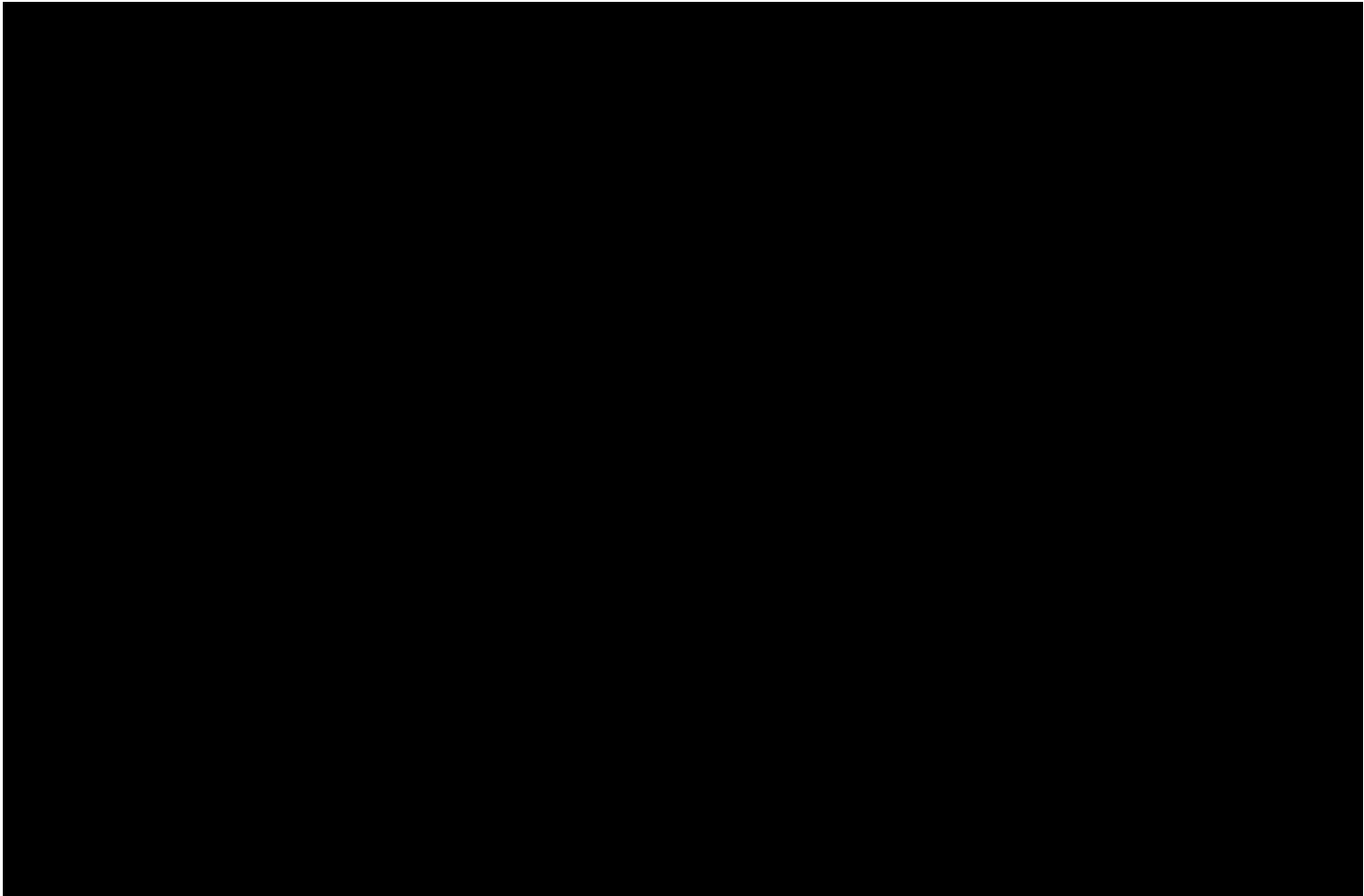


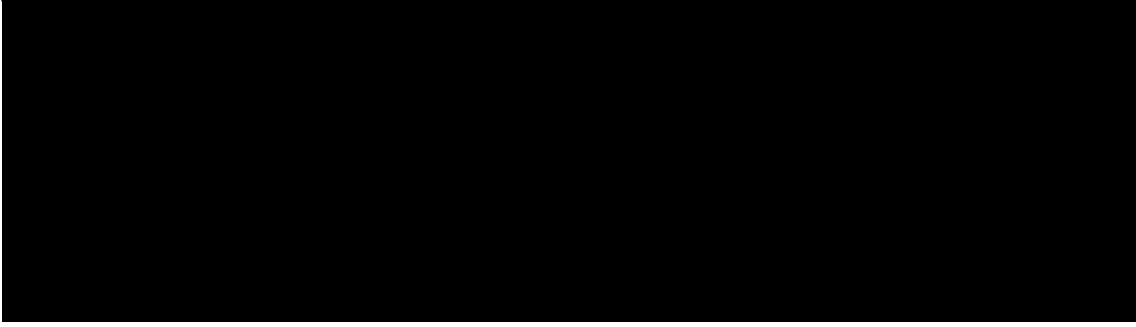


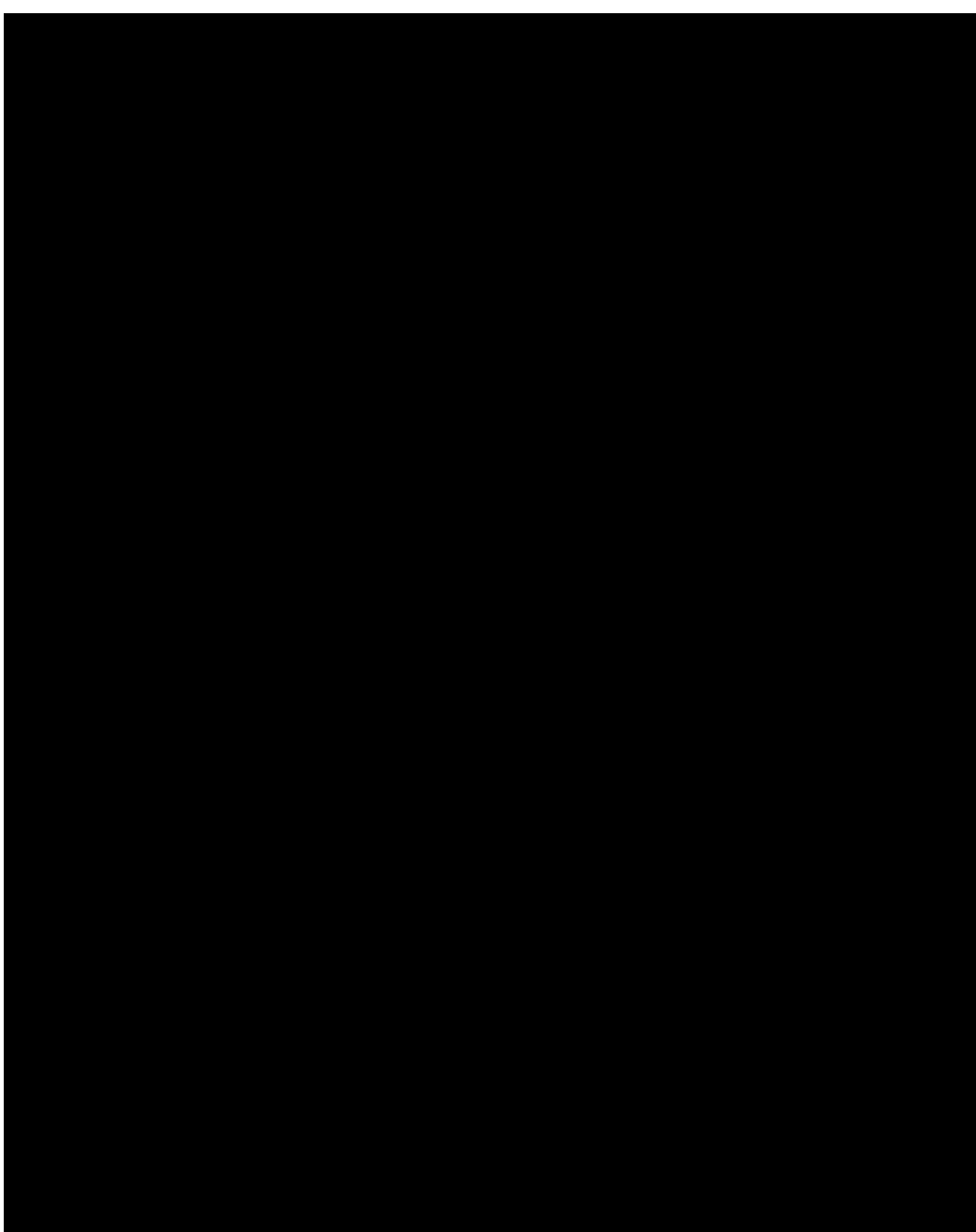












In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/31/2024 10:49:33 AM
Certified Delivered	Security Checked	11/1/2024 11:14:47 AM
Signing Complete	Security Checked	11/1/2024 11:18:24 AM
Completed	Security Checked	11/1/2024 11:18:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Technical and Further Education Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: amanda.reid40@tafensw.edu.au

To advise Technical and Further Education Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at amanda.reid40@tafensw.edu.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to amanda.reid40@tafensw.edu.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to amanda.reid40@tafensw.edu.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Technical and Further Education Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Technical and Further Education Commission during the course of your relationship with Technical and Further Education Commission.