



Marketplace

Back-office Standards Terms

Enterprise Software Channel – Marketplace Catalogues containing Service Categories to which SOC Requirements apply

For Providers subject to SOC Requirements

Background

Providers of certain Services in certain Marketplace Catalogues in the Enterprise Software Channel may be required to agree to these Back-office Standards Terms, either when applying to have Service Listings in those catalogues or subsequently, in accordance with the 'Government Back-office Standards' clause in the applicable Channel Terms for Enterprise Software.

These Back-office Standards Terms are not negotiable. When they apply, they form part of the applicable Channel Terms for Enterprise Software. The Channel Terms are part of the Collaborative Marketplace Agreement between the Provider and the Department of Internal Affairs.

Contents

1.	Definitions and interpretation	2
2.	Application	3
3.	Access to NZ AOG Common Process Model and NZ AOG Back-office Designs	3
4.	Statements of Compliance.....	4
5.	Review and certification of Statements of Compliance.....	5
6.	Certification of compliance in relation to some Services or modules but not others.....	8
7.	Continuance of certifications of compliance	9
8.	Implementation Compliance Checks	10
9.	Changes to existing NZ AOG Back-office Standards	11
10.	Intellectual property	12
11.	Confidentiality	12
12.	Information sharing	12
13.	Statement of work template	13
14.	No limitation and precedence	13

1. Definitions and interpretation

1.1 These Back-office Standards Terms incorporate all relevant definitions included in the General Terms in Part 1 of the Marketplace Agreement. In addition, for the purposes of these Back-office Standards Terms:

These defined terms have the particular meanings given to them.

Affected Software Solution means a software solution or module of a software solution to which one or more NZ AOG Back-office Standards apply;

Back-office Platform means the platform at <https://aris.enterprisesupport.govt.nz/> or successor URL;

NZ AOG Back-office Designs means sets of end-to-end process flows that align with CPM models to support functional design and logic for enterprise resource planning or other software;

NZ AOG Common Process Model (CPM) means the set of technology-agnostic business process models developed by or on behalf of government agencies in line with international best practices and standards;

NZ AOG Back-office Standard means a set of steps, processes, attributes and/or requirements (together, **Elements**), that a kind of software solution or module of such solution needs to follow, have, or comply with, to meet government requirements for that kind of software solution or module, such Elements arising from the CPM and/or applicable NZ AOG Back-office Designs;

NZ AOG Back-office Standard Compliance Questions means the questionnaire(s) we provide to providers in accordance with clause 4 (Statements of Compliance) below that relate to the applicable NZ AOG Back-office Standards;

Pre-Publication SOC Requirement has the meaning in clause 2.1(a);

Post-Publication SOC Requirement has the meaning in clause 2.1(b);

SOC Requirement means a Pre-Publication SOC Requirement or a Post-Publication SOC Requirement, as applicable; and

Statement of Compliance means a written response (in the prescribed form, if any) to our NZ AOG Back-office Standard Compliance Questions, which enables us to assess the extent to which an Affected Software Solution has been developed or configured to comply with applicable NZ AOG Back-office Standards.

2. Application

2.1 These Back-office Standards Terms apply in accordance with the 'Government Back-office Standards' clause in the applicable Channel Terms for Enterprise Software:

- (a) if you were required to agree to them when applying to have Services Listings added to the Marketplace because the relevant Marketplace Catalogue or On-boarding Process requires you to provide a Statement of Compliance in relation to Services in your Services Listings (**Pre-Publication SOC Requirement**); or
- (b) if they are deemed to apply to Services in your Services Listings as a result of our having added to a Marketplace Catalogue or On-boarding Process, after the date your Service Listings were approved and published in the Marketplace, a requirement to provide a Statement of Compliance in relation to Services in your Services Listings (**Post-Publication SOC Requirement**),

each as described in the 'Government Back-office Standards' clause.

3. Access to NZ AOG Common Process Model and NZ AOG Back-office Designs

3.1 The NZ AOG Common Process Model and NZ AOG Back-office Designs can be found in our Back-office Platform. You:

- (a) will have been given login access to the platform:
 - (i) upon signing up to the relevant notice of procurement; or
 - (ii) applying to have Services Listings added to Marketplace Catalogue(s) to which a SOC Requirement applies; or
- (b) can request login access by contacting us via the Marketplace with a request for access.

3.2 You are responsible for selecting a secret and strong password for your login and for maintaining the security of your username, password, and any form of second factor authentication (if any).

3.3 All login credentials are personal to the members of your organisation to whom they are allocated. You are not permitted to share or allow them to be shared with others.

3.4 We may suspend or disable a login if we consider it necessary for security reasons or if you breach these terms.

These terms apply when you agreed to them during on-boarding or when they're deemed to apply later on.

You can access the NZ AOG Common Process Model and NZ AOG Back-office Designs in our Back-office Platform.

4. Statements of Compliance

4.1 Pre-Publication SOC Requirement for NZ AOG Back-office Standard(s)

- (a) If a Pre-Publication SOC Requirement applies to Services in your proposed Services Listings when you apply to have those Services Listings added to the Marketplace:
 - (i) we will provide you, either prior to or during the Onboarding Process, with the NZ AOG Back-office Standard Compliance Questions that relate to the applicable NZ AOG Back-office Standard(s);
 - (ii) you must provide a Statement of Compliance to us; and
 - (iii) we will assess your Statement of Compliance in accordance with clause 5 (Review and certification of Statements of Compliance).
- (b) We will not process your proposed Services Listings until we have received your Statement of Compliance.

4.2 Post-Publication SOC Requirement for NZ AOG Back-office Standard(s)

- (a) If we introduce a Post-Publication SOC Requirement that applies to Services in your Services Listings:
 - (i) we will notify you of the Post-Publication SOC Requirement and provide you with NZ AOG Back-office Standard Compliance Questions that relate to the applicable NZ AOG Back-office Standard(s);
 - (ii) we may require you (at our discretion) to provide a Statement of Compliance to us;
 - (iii) if we do require you to do so, you must provide a Statement of Compliance to us within the reasonable timeframe we prescribe (which shall be at least 90 days after the date on which we introduce the Post-Publication SOC Requirement); and
 - (iv) we will assess your Statement of Compliance in accordance with clause 5 (Review and certification of Statements of Compliance).
- (b) If we introduce a Post-Publication SOC Requirement that applies to Services in your Services Listings but have not required you to provide a Statement of Compliance to us:
 - (i) you may of your own volition provide a Statement of Compliance to us; and

Sometimes you will need to provide a Statement of Compliance to us. That helps us assess the extent to which your solution has been developed or configured to comply with applicable NZ AOG Back-office Standards. Statement of Compliance requirements may exist when you apply to have services listed on the Marketplace, or later on. They may also arise if we modify a Back-office Standard.

- (ii) we will assess your Statement of Compliance in accordance with clause 5 (Review and certification of Statements of Compliance).

4.3 SOC Requirement upon changes to existing NZ AOG Back-office Standard(s)

- (a) If we elaborate on, supplement, or otherwise modify an existing NZ AOG Back-office Standard (see clause 9) that applies to Services in your Services Listings:
 - (i) we will notify you of any changes or updates to the NZ AOG Back-office Standard Compliance Questions that relate to the NZ AOG Back-office Standard;
 - (ii) we may require you (at our discretion) to provide a Statement of Compliance to us, in relation to either the changes or updates to the NZ AOG Back-office Standard Compliance Questions or all of those questions;
 - (iii) if we do require you to do so, you must provide a Statement of Compliance to us within the reasonable timeframe we prescribe; and
 - (iv) we will assess your Statement of Compliance in accordance with clause 5 (Review and certification of Statements of Compliance).
- (b) If we modify an existing NZ AOG Back-office Standard that applies to Services in your Services Listings but have not required you to provide a Statement of Compliance to us:
 - (i) you may of your own volition provide a Statement of Compliance to us; and
 - (ii) we will assess your Statement of Compliance in accordance with clause 5 (Review and certification of Statements of Compliance).

5. Review and certification of Statements of Compliance

5.1 Review and acceptance or rejection

- (a) When you provide a Statement of Compliance to us, we will review the Statement of Compliance and then either:
 - (i) accept the Statement of Compliance and certify your compliance with the applicable NZ AOG Back-office Standard(s) *without* qualification;
 - (ii) accept the Statement of Compliance and certify your compliance with the applicable NZ AOG Back-office Standard(s) *with* qualification; or

We will review each Statement of Compliance and either accept it without qualification, accept it with qualification, or reject it.

- (iii) reject the Statement of Compliance and not certify your compliance with the applicable NZ AOG Back-office Standard(s), providing reasons as to why we consider the relevant Service you provide does not meet the applicable NZ AOG Back-office Standard(s).
- (b) During our review of your Statement of Compliance, we may seek additional information from you if we consider, acting reasonably, that you have not understood or answered questions correctly or have not provided sufficient information for us to assess your level of compliance. If we do seek additional information, you must provide it to us within a reasonable period of time and we may elect to suspend our assessment until we receive it.

If we ask you for more information when reviewing your Statement of Compliance, you'll need to provide it.

5.2 Certified compliance *without* qualification

If we certify your compliance with applicable NZ AOG Back-office Standard(s) *without* qualification:

- (a) we will update your proposed Services Listing or existing Services Listing (as applicable) or provide an attachment to your proposed Services Listing or existing Services Listing to state that we have certified your compliance with the applicable NZ AOG Back-office Standard(s);
- (b) if you were subject to a Pre-Publication SOC Requirement then, when all other onboarding requirements have been met and we are satisfied with your proposed Services Listing, we will approve the proposed Services Listing for publication on the Marketplace;
- (c) if you were subject to a Post-Publication SOC Requirement, your updated Services Listing will be approved for publication on the Marketplace; and
- (d) we may note in our lists (on the Marketplace or elsewhere) of providers that have Services Listings in the relevant Marketplace Catalogue that we have certified your Service as complying with the applicable NZ AOG Back-office Standard(s).

5.3 Certified compliance *with* qualification

If we certify your compliance with applicable NZ AOG Back-office Standard(s) *with* qualification:

- (a) we will update your proposed Services Listing or existing Services Listing (as applicable) or provide an attachment to your proposed Services Listing or existing Services Listing to state that we have certified your compliance with the applicable NZ AOG Back-office Standard(s) but noting the qualification(s) we issued when certifying compliance;

The same applies if we certify your compliance with a Back-office Standard, but our qualifications will be noted too.

- (b) if you were subject to a Pre-Publication SOC Requirement then, when all other onboarding requirements have been met and we are satisfied with your proposed Services Listing, we will approve the proposed Services Listings for publication on the Marketplace;
- (c) if you were subject to a Post-Publication SOC Requirement, your updated Services Listing will be approved for publication on the Marketplace; and
- (d) we may note in our lists (on the Marketplace or elsewhere) of providers that have Services Listings in the relevant Marketplace Catalogue that we have certified your Service as complying with the applicable NZ AOG Back-office Standard(s) but noting the qualification(s) we issued when certifying compliance.

5.4 Non-certification

- (a) If we do not certify your compliance with applicable NZ AOG Back-office Standard(s) because we have rejected your Statement of Compliance:
 - (i) we may invite or require you to amend and re-submit your Statement of Compliance (for example, if we consider, acting reasonably, that you have not understood or answered questions correctly or have not provided sufficient information for us to assess your level of compliance); or
 - (ii) you may of your volition make changes (to your Affected Software Solution or otherwise) to achieve compliance and resubmit your Statement of Compliance,

for review in accordance with clause 5.1.
- (b) If you were subject to a Pre-Publication SOC Requirement and we do not certify your compliance with applicable NZ AOG Back-office Standard(s) because we have rejected your Statement of Compliance, we will not approve your proposed Services Listing for publication on the Marketplace.
- (c) If you were subject to a Post-Publication SOC Requirement and we do not certify your compliance with applicable NZ AOG Back-office Standard(s) because we have rejected your Statement of Compliance, then we may:
 - (i) update your Services Listing to note that the Services to which the relevant NZ AOG Back-office Standard(s) apply do not comply with those Standard(s); and/or
 - (ii) require you to make changes to your Affected Software Solution within a reasonable period of time we specify (the **Specified Time**) and at your cost to make it

If we don't certify your compliance with a Back-office Standard, you may need or decide to resubmit your Statement of Compliance, in which case we'll review it again.

compliant with the applicable NZ AOG Back-office Standard(s); and

- (iii) require you, either at the end of the Specified Time or, if earlier, when you notify us that you have made the changes to your Affected Software Solution, to submit an updated Statement of Compliance for review in accordance with clause 5.1; and
 - (iv) if we do not certify your compliance with applicable NZ AOG Back-office Standard(s) because we have not received your updated Statement of Compliance within the Specified Time or have rejected your updated Statement of Compliance, remove or suspend your Services Listing or affected part of your Services Listing from the Marketplace.
- (d) Removal or suspension of a Services Listing or part of a Services Listing in accordance with clause 5.4(c)(iv):
- (i) does not affect the validity and ongoing application of any Agency Purchase Agreement you have entered into with Participating Agencies for Services in that Services Listing; but
 - (ii) does mean you cannot make fresh sales of the affected Services through the Marketplace until such time as you submit an updated Statement of Compliance that we accept in accordance with clause 5.1(a)(i) or 5.1(a)(ii).

5.5 Processing of assessments

You acknowledge and agree that we may process and prioritise our assessments of Statements of Compliance based on our understanding of agency demand and our resourcing.

6. Certification of compliance in relation to some Services or modules but not others

6.1 You acknowledge and agree that if:

- (a) you have Services or modules of Services in a Services Listing to which NZ AOG Back-office Standard(s) apply; and
- (b) we accept a Statement of Compliance for one or more Services or modules but do not accept a Statement of Compliance for one or more other Services or modules (for example, where we accept a Statement of Compliance for 'Service A', subsequently introduce a Post-Publication SOC Requirement for 'Service B', and you are unable to provide an acceptable Statement of Compliance in relation to 'Service B'),

then:

- (c) your Services Listing may state, and we may amend it to state, that some of the Services or modules of Services within it are certified while others are not; and
- (d) we may exercise the powers in clause 5.4(c) in relation to the Services or modules that have not been certified.

7. Continuance of certifications of compliance

7.1 If we certify a Statement of Compliance, we may ask you periodically (but no more than once annually) to confirm in writing that the Service for which we have certified compliance continues to comply with the applicable NZ AOG Back-office Standards.

Continuance of our certification of compliance is subject to your compliance with these terms.

7.2 The continuance of any certification of compliance we make in accordance with clause 5 is subject to the following conditions:

- (a) your provision to us of confirmations (if required) in accordance with clause 7.1; and
- (b) your compliance with the other provisions of these Back-office Standards Terms.

7.3 If the conditions in clause 7.2 are not met, we may:

- (a) require you to remove, or we may ourselves remove, statements in your Services Listings or attachments to them that relate to our certification of compliance with the applicable NZ AOG Back-office Standards; and/or
- (b) remove or suspend your relevant Services Listings or affected parts of your Services Listings from the Marketplace.

7.4 Removal or suspension of a Services Listing or part of a Services Listing in accordance with clause 7.3(b):

- (a) does not affect the validity and ongoing application of any Agency Purchase Agreement you have entered into with Participating Agencies for Services in that Services Listing; but
- (b) does mean you cannot make fresh sales of the affected Services through the Marketplace until such time as you submit an updated Statement of Compliance that we accept in accordance with clause 5.1(a)(i) or 5.1(a)(ii).

7.5 Before exercising the power in clause 7.3, we will notify you of our proposed exercise of the power and give you a reasonable opportunity to comment.

7.6 To avoid doubt, nothing in this clause 7 limits our rights in clause 6 (Assurance) of Part 1 (General Terms) of the Collaborative Marketplace Agreement to seek assurance or verification of compliance at any time.

8. Implementation Compliance Checks

8.1 You:

- (a) acknowledge that a Purchasing Agency's acceptance or production use of an Affected Software Solution you provide as part of your Services may be subject to acceptance criteria or other acceptance or go-live processes;
- (b) acknowledge that such processes may include checking and confirming that the Affected Software Solution and its implementation are consistent with any Statement of Compliance we have accepted in accordance with clause 5.1(a) (**Implementation Compliance Check**); and
- (c) agree that we may assist the Purchasing Agency with the Implementation Compliance Check or undertake the check on its behalf.

Our role in relation to the NZ AOG Back-office Standards extends to helping agencies conduct implementation compliance checks.

8.2 If we assist the Purchasing Agency with the Implementation Compliance Check or undertake the check on its behalf, you:

- (a) will provide us reasonably promptly with access to the implementation of the Affected Software Solution and information we may reasonably request relevant to the check;
- (b) co-operate with us in relation to the check; and
- (c) agree that we may, with the Purchasing Agency's consent, exercise contractual powers the Purchasing Agency has under its Agency Purchase Agreement with you (including any Statement of Work under it) that are relevant to the check and associated processes.

8.3 Subject to clause 8.4, if an Implementation Compliance Check reveals non-compliance with an applicable NZ AOG Back-office Standard in any respect that:

- (a) is contrary to representations in a Statement of Compliance we have accepted; and
- (b) the Purchasing Agency had not approved in advance of or during implementation,

then:

- (c) the Purchasing Agency (or we, acting on its behalf and with its consent) may exercise relevant powers in the Agency Purchase Agreement (including any Statement of Work under it); and
- (d) we may revoke or qualify any prior certification of compliance granted under clause 5.1 and exercise the powers in clause 5.4(c)(i)-(iv) in relation to the affected Services.

If an implementation compliance check reveals non-approved non-compliance with a standard, we may need to revoke or qualify any prior certification of compliance we have granted.

- 8.4 We will not exercise the powers in clause 8.3(d) unless:
- (a) your implementation of the Affected Software Solution for the Purchasing Agency is complete and areas of material non-compliance referred to in clause 8.3 remain; or
 - (b) the Purchasing Agency has terminated its Agency Purchase Agreement or applicable Statement(s) of Work with you, with the reason or one of the reasons for the termination being one or more areas of non-compliance referred to in clause 8.3; and
 - (c) we have notified you of our proposed action(s) and given you a reasonable opportunity to comment.

9. Changes to existing NZ AOG Back-office Standards

- 9.1 Subject to clause 9.2, from time to time we may elaborate on, supplement, or otherwise modify existing NZ AOG Back-office Standards:
- (a) to better reflect agency requirements or evolving best practice; or
 - (b) to reflect more detailed design work we have undertaken; or
 - (c) in the light of experience or feedback from Eligible Agencies, subject matter experts, and/or providers.
- 9.2 Before finalising any proposed elaboration, supplement, or other modification to an existing NZ AOG Back-office Standard, we will endeavour to consult:
- (a) Purchasing Agencies procuring Services to which the standard applies; and
 - (b) Marketplace providers of those Services,
- on the proposed elaboration, supplement, or other modification.
- 9.3 Clause 9.2 does not apply to changes we wish to make to existing NZ AOG Back-office Standards in the nature of correcting obvious errors, providing further guidance, or formatting or branding. To avoid doubt, we may make such changes unilaterally and without consulting Purchasing Agencies or providers.
- 9.4 If we elaborate on, supplement, or otherwise modify an existing NZ AOG Back-office Standard and you do not or unable to provide us with a Statement of Compliance in accordance with clause 4.3 that is acceptable to us in accordance with clause 5:
- (a) we may qualify any prior certification of compliance we have granted and either require you to amend your relevant Services Listing(s) accordingly or do so ourselves (for example, a qualification might state something like "Certified

We may modify an NZ AOG Back-office Standard. If we do, you may need to provide us with an (updated) Statement of Compliance. If you don't or if that's not accepted we may need to qualify any prior certification of compliance we have granted.

for compliance with version 1.0 but not version 1.1" of the applicable NZ AOG Back-office Standard(s)); and

- (b) you may:
 - (i) need to amend your marketing collateral accordingly; and
 - (ii) not be able to make the periodic confirmations referred to in clause 7.1 in relation to the latest version of the applicable standards, in which case we may exercise the rights in clause 7.3.

10. Intellectual property

- 10.1 We and/or our licensors own and will remain the owners of all Intellectual Property Rights in the NZ AOG Back-office Standards, NZ AOG Common Process Model, NZ AOG Back-office Designs, and other materials relating to them (together **BOS Materials**) that you are able to access upon logging in to the Back-office Platform.
- 10.2 Without limitation to clause 11, you are permitted to use the BOS Materials for the purposes of configuring and making changes to your Services, submitting your Statements of Compliance, and complying with the Collaborative Marketplace Agreement and Agency Purchase Agreements.
- 10.3 You are not permitted to use the BOS Materials for any other purpose without our prior written consent.

You can use Back-office standards materials to configure or change your services and comply with this and other government agreements. You need our consent for other uses.

11. Confidentiality

- 11.1 Without limiting your other confidentiality obligations under the Collaborative Marketplace Agreement and Agency Purchase Agreements, you:
 - (a) agree that the BOS Materials in the Back-office Platform that:
 - (i) we have not openly published on another website or platform; and
 - (ii) are not otherwise publicly available,are confidential; and
 - (b) agree not to disclose such BOS Materials to any third party not involved in either providing the Services or advising you in relation to the Services, without our prior written consent.

Due to some upstream licensing requirements and other factors, you need to keep the non-public Back-office standards materials confidential.

12. Information sharing

- 12.1 You agree we may share information we obtain from you under these Back-office Standards Terms with any Participating Agency that is proposing to procure or is procuring the Affected Software Solution via the Marketplace, for the purpose of assisting them with their decision-making or implementation, provided we ensure the

We may share information we obtain under these terms with Participating Agencies, as long as we make it clear that it's confidential.

Participating Agency is aware that the information is Confidential Information and must not be shared with other agencies or organisations without your written consent.

13. Statement of work template

13.1 If we specify:

- (a) in the applicable Marketplace Catalogue; or
- (b) in the On-boarding Process; or
- (c) otherwise on the Marketplace website,

that you need to use a specific prescribed statement of work template when entering into a statement of work with Purchasing Agencies for Services to which NZ AOG Back-office Standards apply, you must use that template.

13.2 If the Channel Terms that apply to you in connection with the Services referred to in clause 13.1 are the Channel Terms for Enterprise Software (ES Terms) (Eligible Pre-existing Agreement applies), this clause 13 prevails over anything to the contrary in those Channel Terms or the Eligible Pre-existing Agreement.

14. No limitation and precedence

14.1 To avoid doubt, these Back-office Standards Terms do not limit other obligations you owe to:

- (a) us under the Collaborative Marketplace Agreement (including any applicable Channel Terms); or
- (b) Purchasing Agencies under their Agency Purchase Agreements.

14.2 If there is any conflict between these Back-office Standards Terms and other terms of the Collaborative Marketplace Agreement, these Back-office Standards Terms prevail to the extent of the inconsistency.

If we prescribe a particular statement of work template, you'll need to use it.

These Back-office Standards Terms don't limit obligations you have elsewhere.