## CCMS Software Provider Business Assurance Statement Deed Poll

## I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

 (Name of CCMS Software Provider’s representative) (insert position/title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (‘the Software Provider’),

(insert legal entity name and ABN or CAN of CCMS Software Provider)

warrant that I am a person authorised to act on behalf of the Software Provider and to bind the Software Provider to this Deed.

***Background***

1. The Software Provider has developed software to be used by child care service providers to access and interface with the Child Care Management System ('CCMS').
2. The Software Provider is required to provide to the Commonwealth a signed Business Assurance Statement (in the form of this deed poll) in relation to the interoperability of its software product (as described in clause 7 below) with the CCMS.
3. Once the Software Provider has successfully completed the mandatory registration tests and provided a signed Business Assurance Statement (in the form of this deed poll) to the Commonwealth, the Software Provider's software product (as described in clause 7 below) will be registered under section 4(3) of the *A New Tax System (Family Assistance) (Administration) Act 1999* (Cth).

1. This Deed is made in favour of the Commonwealth as represented by and acting through the Department of Social Services ('DSS').
2. This Deed operates as a deed poll, and is enforceable against the Software Provider in accordance with its terms by the Commonwealth, acting through and represented by DSS, even though the Commonwealth is not a party to this Deed.
3. The Software Provider covenants to comply with the terms of this Deed in relation to its software product which is described in clause 7 below.

***Business Assurance Statement***

1. The Software Provider warrants that the software product *[name and version]* ('Software Product') was testedon *[date of testing]* by *[who tested]* against the mandatory test scenarios for the CCMS specific to version *[CCMS Service Provider Interface Tech Spec Version] current at [date].*
2. The Software Provider has provided the results of that testing to DSS without modification and the tests results have been verified by DSS as passing the minimum requirements.
3. The Software Provider warrants that the Software Product was developed in accordance with the CCMS Technical Specification and associated documentation, and meets all requirements articulated in that documentation (for care types outlined at clause 10 below).
4. The Software Provider warrants that the Software Product was developed and tested to support:
	1. all CCMS care types; or
	2. specific care types [please specify].[[1]](#footnote-1)
5. The Software Provider represents and warrants that the Software Product complies with the *CCMS IT Security and Development Principles for Software Providers* ('Principles') set out in Attachment A to this Deed. The Software Provider acknowledges that the Commonwealth may amend the Principles at any time, at its sole discretion. The Software Provider agrees to comply with the Principles as amended from time to time.
6. The Software Provider acknowledges that the Commonwealth makes no representations regarding, and gives no warranty of any kind in respect to:
	1. the quantity of Software Product (if any) that may be purchased by any person; or
	2. any matter relating to the registration of the Software Product (including without limitation, in respect to any listing, promotion or publicity concerning such registration or any related matter).
7. The Software Provider indemnifies and (keeps indemnified) the Commonwealth, its officers, employees, and agents against any:
	1. loss, liability, or expense incurred by the Commonwealth; and
	2. loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,

arising from any claim or action as a result of any wilful, unlawful or negligent act or omission by the Software Provider, its officers, employees, agents or sub-contractors in connection with the Software Product.

Executed as a Deed Poll on this day of 2014

SIGNED SEALED and DELIVERED BY:

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[Legal entity name of software provider] Witness:

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[Signature of software provider representative] [Witness Signature]

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[Print Full Name of representative] [Print Full Name of Witness]

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[Print title/position of representative] [Print title/position of Witness]

## Attachment A

## CCMS IT Security and Development Principles for Software Providers

1. The Commonwealth has legislated that Child Care Benefit (CCB) approved child care services must pass on to families the fee reductions as advised through CCMS. As a result, the software products used by child care service providers must not permit modification to the fee reduction amount notified by the Commonwealth through CCMS.
2. Software Providers that develop code and software to be used by child care service providers to access and interface with CCMS must comply with the IT security and development principles set out in this Attachment A to the Deed.
3. Software Providers must ensure that identification and authentication information provided by the Commonwealth is kept confidential.
4. Software Providers must ensure that all processing of information by and through their Software Product is done with the utmost regard for the integrity of that information and the correctness of the processing.
5. Software Providers must ensure that their Software Product is compliant with all relevant Commonwealth, State and Territory laws including the family assistance law. Software Providers must, when managing the operation of their Software Product, ensure that they do so in accordance with all relevant Commonwealth, State and Territory laws including the family assistance law.
6. Software Providers must ensure that their Software Product enables child care service providers to meet all family assistance law requirements, so far as compliance with such requirements is dependent on their use of the Software Product.

***Protection of personal information***

1. For the purposes of items 7 to 10:
2. the terms ‘agency’, ‘Australian Privacy Principles’, ‘Commissioner’ and 'personal information', have the same meaning as they have in the *Privacy Act 1988* (Cth); and
3. ‘protected information’ has the same meaning as it has in the *A New Tax System (Family Assistance) (Administration) Act 1999* (Cth).
4. The Software Provider agrees, in relation to, or in connection with, its administration and operation of their Software Product, to comply with the Australian Privacy Principles when doing any act or engaging in any practice in relation to personal information as if the Software Provider was an agency.

*Note: more information about the Privacy Act and the Australian Privacy Principles is available at http://www.privacy.gov.au/act/index.html.*

*Notification required*

1. The Software Provider must immediately notify the Commonwealth if it becomes aware, in relation to their Software Product:
2. of a breach or possible breach of the obligation contained in item 8;
3. that a disclosure of personal information, to a person other than the child care service using the Software Product or the Commonwealth, may be required by law; or
4. of an approach to the Software Provider by the Commissioner or by a person claiming that their privacy has been interfered with.

***Protection of protected information***

1. The Software Provider must ensure that the management, use and storage of protected information in their Software Product complies with the requirements under Division 2 *[Confidentiality*] of Part 6 of the *A New Tax System (Family Assistance) (Administration) Act 1999* (Cth).

***Storage of information and IT development***

1. The Software Provider must comply with any Australian Government policies on cloud computing and any DSS guidelines on the use of IT or cloud computing.
2. The Software Provider must use basic IT security measures when developing their Software Product including by:
3. keeping operational equipment and software up to date with security patches released by software vendors;
4. using a properly configured firewall as protection from the internet; and
5. undertaking active virus scanning with up to date scanning software and virus signatures.
6. The Software Provider must ensure that any developments or upgrades that the Software Provider makes to its Software Product are undertaken in accordance with well-established quality principles including by:
7. peer review of code;
8. version control of code;
9. unit and system testing; and
10. secure handling and backing up of source code.
11. The Commonwealth may record and audit any aspect of the Software Product developed to interface with Commonwealth IT systems if it wishes to do so, including but not limited to:
12. source code used to process the information;
13. storage and handling of the source code; and
14. records of the source code held outside the system.
15. A Software Provider must:
16. inform the Commonwealth in writing via the contact details below if it intends to make changes to its Software Product which may impact how it interfaces with Commonwealth IT systems;

[*Insert name of DSS contact person*]

*[Insert name of DSS email address*]

[*Insert DSS physical / postal address*]

1. re-register its Software Product each time it make changes to the Software Product (including upgrades), which the Commonwealth has confirmed will impact on how it interfaces with Commonwealth IT systems; and
2. promptly respond to and co-operate with any reasonable requests for information and assistance from the Commonwealth in relation to its Software Product, including where the request relates to the family assistance law.
3. If the Software Provider fails to comply with any of items 1 to 15 of the Principles above, the Software Provider must report the non-compliance to the Commonwealth as soon as possible.
4. If, in the Commonwealth’s opinion, the Software Provider has, in respect of a registered version of its Software Product, failed to comply with any of the obligations contained in these Principles or any of the obligations set out in the Deed, the Commonwealth may deregister that version of the Software Provider’s Software Product. This may result in the Commonwealth refusing to process information provided using that version of the Software Product.

DSS may at any time, and in its absolute discretion, change the requirements for data submitted to its IT systems, and/or requirements for the format of that data. DSS will give the maximum notice period possible to affected parties in these circumstances. The Software Provider must re-register their Software Product each time DSS initiates system changes which impact on how their Software Product will interface with Commonwealth IT systems.

1. Strike out whichever is not applicable. [↑](#footnote-ref-1)