

UTS Register of Contracts Entry

1. Contract details			
a. Contract class	<input type="checkbox"/> Class 1	<input type="checkbox"/> Class 2	<input checked="" type="checkbox"/> Class 3
b. Vital record number	V24/1338		
c. Name of contractor	Workday Australia Pty Ltd		
d. Business address of contractor	Level 12, 100 Pacific Highway North Sydney, New South Wales, 2060 Australia		
e. Details of any related body corporate of the contractor who will be involved in carrying out any of the contractor's obligations	n/a		
f. Contract effective date	January 31, 2024		
g. Duration of contract	7.5 years		
h. Description <small>Short one-sentence summary including what service or project this relates to.</small>	Provision of cloud-base software across Human Capital Management, Finance, and Planning		
i. Total value (inc. GST)	i) \$10M to \$20M		
	ii) <input type="checkbox"/> Actual	<input checked="" type="checkbox"/> Estimate	
j. Can the amount payable under the contract be varied?	i) <input checked="" type="checkbox"/> Yes (continue below)		<input type="checkbox"/> No (go to question 1(k))
	ii) Relevant clause of the contract:	Attachment A to Annexure B	
	iii) Provide details about how amount may be varied:	Depending on user base and module deployment,	
k. Can the contract be renegotiated?	i) <input checked="" type="checkbox"/> Yes (continue below)		<input type="checkbox"/> No (go to question 1(l))
	ii) Relevant clause of the contract:	Clause 39.6	
	iii) Provide details about how the contract can be renegotiated:	On mutual agreement	
l. Did the contract involve a tender?	i) <input checked="" type="checkbox"/> Yes (continue below)		<input type="checkbox"/> No (go to question 1(m))
	ii) Specify method of tendering	Select tender	
	iii) Summarise the criteria against which tenders were assessed: <small>(Indicate if details are attached)</small>	The tenders were evaluated across company, functional and non-functional requirements, continuous improvement, commercial terms and conditions, and pricing	
m. Is the contractor being paid for providing operational and/or maintenance services?	i) <input checked="" type="checkbox"/> Yes (continue below)		<input type="checkbox"/> No (go to section 2)
	ii) Relevant clause of the contract	Refer to section 3 of this form.	
	iii) Summarise or attach details of basis for payment: <small>(Indicate if details are attached).</small>	Refer to section 3 of this form. Part C: Support Services, Section 5 Provision of Support Services	
2. Additional details (Class 2 and 3 contracts only) <small>(Skip this section for Class 1 contracts)</small>			
a. Provide details of future transfers of significant assets to UTS or the State, at zero or nominal cost to			

UTS or the State, including date of proposed transfer:	
b. Provide details of future transfers of significant assets to the contractor, including date of their proposed transfer:	N/a
c. Provide the results of any cost-benefit analysis of the contract conducted by UTS: <i>and</i> Provide the components and quantum of the public sector comparator (if used):	Refer to section 3 of this form.
d. Provide a summary of information used in the contractor's full base case financial model:	The pricing metric applies to the software stockkeeping unit price against a metric calculation based on worker category definitions.
e. Provide particulars of how risk, during construction and operational phases of a contract to undertake a specific project, is to be apportioned between the parties: <i>and</i> Quantify, where practical, in net present-value terms and specifying the major assumptions involved.	Refer to section 3 of this form.
f. Provide particulars of any other key elements of the contract.	Workday has service level availability commitments
3. Identifying information withheld from release under section 32 of the GIPA Act	
a. Has any information required on this form been withheld?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Has any part of the contract been withheld? (Class 3 only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/a, not a Class 3 contract
<i>If yes to a or b above only...</i> c. Summarise what has been withheld and why. e.g. revealing commercial in confidence provisions, or an overriding public interest against disclosure under the GIPA Act.	This form: <ul style="list-style-type: none"> 1(i) – value is only provided as a range 1(m)(ii-iii) – Basis for payment of services 2(c) – cost benefit analysis 2(e) – risk apportion Class 3 contract: In full. Information is withheld on the following grounds: <ul style="list-style-type: none"> s.32(1)(a) of the GIPA Act – the information is withheld on commercial-in confidence-grounds as it is commercial in confidence information of both UTS and the vendor. S.32(1)(d) of the GIPA Act – there is an overriding public interest against disclosure on the following grounds: <ul style="list-style-type: none"> S.14, cl.1(a) by breaching confidentiality clauses in the contract S.14, cl1(f) by prejudicing the implementation phase of the work (this clause has a temporary application until implementation is completed). S.14, cl4(b) by revealing commercial-in-confidence provisions of a government contract. S.14, cl4(c) by diminishing commercial value of the offering and ability for the contractor to negotiate with other prospective clients. S.14, cl4(d) prejudicing the business, commercial and financial interests of both UTS and the contractor.