SCHEDULE A - ORDER

The below Schedule A must be read in conjunction with the Queensland Government's Conditions of Contract Version 004 – dated 1 July 2012 located via *www.hpw.qld.gov.au* – under '*Supply and disposal/Government procurement*' and any additional conditions of contract as detailed in Schedule C – Additional Provisions.

The Conditions of Contract Version 004 – dated 1 July 2012 along with the below Schedules will govern the Contract.

No.	Reference Clause No.	Contract – Reference Clause	Details
1.	1.1	**Customer**	Name: State of Queensland (acting through <<insert name of Queensland Government department or agency>>) ***OR*** <<insert name of entity, if not the State of Queensland>> ABN/ACN: <<insert Customer's ABN/ACN>> Address: <<insert Customer's address>>
2.	1.1	**Contractor**	Name: <<insert full name of Contractor>> ABN/ACN: <<insert Contractor's ABN/ACN>> Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone>> Facsimile: <<insert Contractor's facsimile>> Email: <<insert Contractor's email>> Contact Person: <<insert name of the person representing the Contractor for the Contract>>
3.	1.1 & 10.2	**Approved Expenses**	<<insert full details including the amount of any Approved Expenses for which the Contractor will be entitled to be reimbursed>> <<insert the maximum amount payable to the Contractor by the Customer under the Contract, if applicable>>
4.	1.1 & 3	**Commencement Date**	<<insert the date on which the Contract is to commence>>
5.	1.1 & 3 & 6.2(c)	**Completion Date**	<<insert the date on which the Contract is to conclude>>
	1.1, 3.1 & 6.1	**Contract Term**	<<insert the term of the Contract>>
6.	1.1 & 6.2(a)	**Delivery Date/Period**	<<insert the delivery date or delivery period which the Goods are to be supplied and/or the Services are to be performed>>

7.	1.1 & 9	**Performance of Key Personnel** Are Key Personnel associated with the Contract? • If "**YES**", please specify the names and qualifications of personnel who are to undertake the Services for the Contractor.	**Yes** ☐ **No** ☐ Name: Qualifications:
8.		INTENTIONALLY LEFT BLANK	
9.	1.1, 5 & 6.3(b)	**Project Manager**	Name: <<insert Project Manager's name>> Position: <<insert Project Manager's position title>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
10.	1.1	**Site**	<<insert the site details i.e. where the Deliverables are to be installed, supplied, performed etc.>>
11.	6.2(b)	**Provision of the Goods and/or Services**	<<insert a description of the milestones and proposed achievement dates>>
12.	6.2(d)	**Provision of the Goods and/or Services – periodic or recurrent Services**	<<insert times/frequency/intervals for the performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable">>
13.	6.4(a)	**Provision of the Goods and/or Services – Key Performance Indicators (KPIs) or performance standards**	<<insert the key performance indicators for the provision of Goods and/or performance of the Services>>
14.	6.5	**Provision of the Goods and/or Services - Assistance to be provided by the Customer** Is any assistance to be provided by the Customer to the Contractor in relation to the Goods and/or Services? • `If "**YES**" please provide details	**Yes** ☐ **No** ☐
15.	7.2	**Requirements for Goods**	<<specify if the Goods are to be other than new/unused condition and of recent origin>>
16.	1.1 & 14	**Performance Guarantee** Is a Performance Guarantee required under the Contract? • If "**YES**" then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Customer, which will be relied upon under the Contract. • If "**NO**", then state "Not Required".	**Yes** ☐ **No** ☐ Date: <<insert the date by which the Performance Guarantee is required>> Name of Guarantor: <<insert the name of the Guarantor>>

17.	1.1,12 & 15	**Financial Security** Is a Financial Security required under the Contract? • If "**YES**" then the Contractor must complete and attach a Financial Security in a form acceptable to the Customer, which will be relied upon under the Contract. • If "**NO**", then state "Not Required".	**Yes** ☐ **No** ☐ Amount: <<insert the maximum aggregate sum required>>
18.	1.1 & 18	**Intellectual Property Rights in New Contract Material** Clause 18.3 applies: [Intellectual Property Rights in New Contract Material vest in the Customer] **OR** Clause 18.4 applies: [Intellectual Property Rights in New Contract Material vest in the Contractor with licence rights to the Customer for Customer use] If "**YES**" to clause 18.4, clause 18.4(b) applies. [Customer can use or exploit (whether commercially or otherwise) Intellectual Property Rights of New Contract Material]	**Yes** ☐ **No** ☐ **OR** **Yes** ☐ **No** ☐
	1.1, 18.7 & 18.8	**Moral Rights** List any specific acts or omissions in relation to Moral Rights, in addition to those specified in clause 18.7 (a) – (c) that are being consented to. If no additional acts or omissions are to be specified insert 'NIL' or 'Not Applicable'	<<insert any acts or omissions in relation to Moral Rights under 18.7 (d) or insert "Not Applicable">>
19.	19	**Confidentiality** Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality? • If "**YES**" then the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.	**Yes** ☐ **No** ☐
20.	1.1 & 20	**Privacy & Personal Information** Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy? • If "**YES**" then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.	**Yes** ☐ **No** ☐

21.	22	**Liability** Specify the amount of the liability cap (e.g. an amount of $(x) million or (y) times the value of the Contract. If no amount, "nil" or an indication of $0 is specified, then the liability of the Party will be unlimited.	<<insert the amount of the liability cap>>
22.	24.1(b)	**Insurance – Public Liability** Is Public Liability insurance required? *Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least $10 million per claim depending upon the Risk Assessment.*	**Yes** ☐ **No** ☐ If "**YES**" then please specify the following: Sum Insured: <<insert amount to be insured>> Policy No.: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert name on the policy>> Expiry Date of Policy: <insert expiry date of policy>>
23.	24.1(c) & 24.3	**Insurance - Professional indemnity** Is Professional Indemnity Insurance required? *Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services).* Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the Contract Completion Date or termination of the Contract) • If "**YES**" then specify the alternative period Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)? • If "**YES**" please specify and attach a copy of the applicable scheme.	**Yes** ☐ **No** ☐ If "**YES**" then please specify the following: Sum Insured: <<insert amount to be insured>> Policy No.: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert name on the policy>> Expiry Date of Policy: <insert expiry date of policy> **Yes** ☐ **No** ☐ Alternative Period: <<insert the alternative period>> **Yes** ☐ **No** ☐
24.	24.1(d)	**Insurance - Other insurances** Is other insurance required?	**Yes** ☐ **No** ☐ If "**YES**" then please specify the following: Type of insurance: <<insert the type of insurance>> Sum Insured: <<insert amount to be insured>> Policy No: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <insert the name on the policy>> Expiry Date of Policy: <<insert the expiry date>>

25.	1.1 & 32.1(a)	**Notices – Customer's address for notices**	Address: <<insert Customer's address for Notices>> Facsimile No: <<insert Customer's facsimile no. for Notices>> Email Address: <<insert Customer's email address for Notices>>
26.	1.1 & 32.1(b)	**Notice - Contractor's address for notices**	Address: <<insert Contractor's address for Notices>> Facsimile No: <<insert Contractor's facsimile no. for Notices>> Email Address: <<insert Contractor's email address for Notices>>
27.	34.11	**Complaint Management**	Name: <<insert Complaint Manager's name>> Position: <<insert Complaint Manager's position title>> Telephone: <<insert telephone number>> Email: <<insert email address>>

Privacy Statement - The Customer is collecting Personal Information from the Contractor for the purpose of administering the Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING

The following Goods and/or Services and Pricing form part of the Contract.

Description	Unit Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
Delivery and installation details and charges applicable to the Contract		$	$
Taxes, duties or other charges and their details associated with the Goods and/or Services applicable to the Contract		$	$
TOTAL CONTRACT PRICE			$

<<specify when and manner in which the Price is payable>>

<<specify time and manner in which the Contractor must submit invoices>>

Privacy Statement - The Customer is collecting Personal Information from the Contractor for the purpose of administering the Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING (CON'T)

Other Pricing Issues (clauses 1.1 and 11 of Conditions of Contract)

Description	Details
Any conditions that may affect the pricing:	<<inset conditions that may affect the pricing>>
Any Approved Expenses which are associated with the Contract:	<<insert any Approved Expenses which are associated with the Contract>>
Any other price that may be charged to a Customer for the supply of the Goods and/or Services under the Contract.	<<insert any other price that may be charged to a Customer for the supply of the Goods and/or Services under the Contract>>
The Prices are: "**Firm**" - that is the price does not change for the duration of the Contract Term; **OR** "**Fixed**" - that is the price is firm in time and is subject to fluctuations only in changed economic circumstances. If "**Fixed**", the period from the Contract Commencement Date within which, or the date to which, the Pricing will remain firm prior to the application of the variables. At the conclusion of the '**Fixed'** period, Pricing is subject to: • Exchange Rate fluctuations; • Australian Bureau of Statistics (ABS) variations; or • Other factors. *Please note any 'Fixed' Pricing movements will be in accordance with clause 10 of the Conditions of Contract.*	**Yes** ☐ **No** ☐ **OR** **Yes** ☐ **No** ☐ Period: <<specify period>> **OR** Date: <<insert date>> **Yes** ☐ **No** ☐ If "**YES**" please refer to Schedule D - Conditions Relating to Price Variations (Exchange Rate Movements) and also in Schedule E - Cost Breakdown of Price (if applicable). **Yes** ☐ **No** ☐ If "**YES**" please refer to Schedule F – Conditions Relation to Price Variations (ABS Index). **Yes** ☐ **No** ☐ IF "**YES**" please refer to Schedule G - Conditions Relating to Price Variations (Other factors).

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING

Discount and Rebate (clause 11 of the Conditions of Contract)

Description	Details
Discounts Trade discount:	TRADE: <<insert %>>
Early payment and settlement discount:	SETTLEMENT: <<insert %>> DAYS: <<insert number of days>>
Quantity break discount:	<<insert details>>
Circumstances under which a discount becomes applicable:	<<insert details>>
How the discount arrangement will operate:	<<insert details>>
Rebates Rebate:	<<insert details>>
Circumstances under which a rebate becomes available:	<<insert details>>
How the rebate arrangement will operate:	<<insert details>>

Payment Method (clause 11 of the Conditions of Contract)

Description	Details
Can payment by corporate credit card be accepted by the Contractor?	**Yes** ☐ **No** ☐
Other payment methods acceptable to the Contractor:	<<insert other payment methods acceptable>>
Restrictions to apply on the above methods of payment:	<<insert details of any restrictions that apply on the above methods of payment>>

SCHEDULE C – ADDITIONAL PROVISIONS

These terms and conditions reflect departures, variations and/or additions to the Specifications and/or Conditions of Contract Version 004 – dated 1 July 2012 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

The Contract includes the following Additional Provisions to the Specifications and/or Conditions of Contract Version 004 – dated 1 July 2012.

Sections	Clause Number	Departures/Variations/Additions
Specifications	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Conditions of Contract	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Schedules of Contract		
Schedule A – Order	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Schedule B – Goods and/or Services and Pricing	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>

SCHEDULE D – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE MOVEMENTS)

Note to Customer: delete this Schedule if not applicable to Contract

Exchange Rate Movements (clauses 10 and 28 of the Conditions of Contract)

The Price for Goods, which are wholly or partially manufactured overseas, may increase or decrease, to take into consideration movements in the relevant exchange rate or duty. The conditions under which this Price variation may be applied are detailed below:

(a) Brief description of item.

<<insert brief description of item>>

(b) Customs tariff item number.

<<insert tariff item number>>

(c) Rate of duty.

<<insert rate of duty>>

(d) Amount of duty payable.

<<insert amount of duty payable>>

(e) Does the Price include this duty?

Yes ☐ No ☐

(f) Rate of exchange on which the Price is based.

<<insert rate of exchange>>

(g) Date at which this rate of exchange applied.

<<insert date>>

(h) The Free On Board (FOB) Price subject to duty, in the applicable foreign currency.

<<insert Price subject to duty in the applicable foreign currency concerned>>

(i) Total amount of foreign currency upon which the Price is based, i.e., the Cost Insurance and Freight (CIF) or Cost and Freight (C & F) Price to Australian port.

<<insert details>>

SCHEDULE E – COST BREAKDOWN OF PRICE

Note to Customer: delete this Schedule if not applicable to Contract

Where the Price of Goods, may increase or decrease as a result of movements in the relevant exchange rate or duty, the following cost breakdown will apply:

Item No.	Overseas Component Costs (including Duty and Customs Clearance Charges) (include other Overseas Charges)	Australian Component Costs $ c	Total Price $ c
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$

N.B. Total of overseas and Australian costs should equal the Price specified in Schedule B.

SCHEDULE F – CONDITIONS RELATING TO PRICE VARIATIONS (ABS Index)

Note to Customer: delete this Schedule if not applicable to Contract

Australian Bureau of Statistics (ABS) Variations (clauses 10 of the Conditions of Contract)

The Price for Goods and/or Services may increase or decrease in Price, to take into consideration movements in an Index published by the Australian Bureau of Statistics. The conditions under which this Price variation may be applied are detailed below:

(a) Name of the Australian Bureau of Statistics (ABS) Index (e.g. Consumer Price Index Brisbane (All Groups))

<<insert details>>

(b) ABS Index Table Number

<<insert details>>

(c) Name of Index Group, Column Number, etc within the Table

<<insert details>>

(d) Quarter and Year on which Pricing is based.

<<insert details>>

SCHEDULE G – CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS)

Note to Customer: delete this Schedule if not applicable to Contract

Other factors

The Price for Goods and/or Services, my increase or decrease, to take into consideration other factors (other than a variation in rate of duty and exchange rate or ABS index). The conditions under which this Price variation may be applied are detailed below:

(a) Specify the factors where a variation in the costs to the Contractor will cause a variation in the Price (no Price increase will be accepted by the Customer for any factor not declared).

<<insert details>>

(b) The methodology applied to determine the variation in Price.

<<insert details>>

c) Are Prices based solely on a published price list?

Yes ☐ **No** ☐

(d) The percentage discount off the Price list, which will be the minimum in any variation.

<<insert percentage discount or insert "Not applicable">>