

**Information and Communication Technology (ICT)
Standing Offer Arrangement Conditions**

Deed of Agreement

**For the provision of
Products and/or Services**

Version 002 – dated 1 July 2009



Introduction

In 2007 and 2008 the Department of Public Works undertook a major review of all the procurement terms and conditions to incorporate any new legal and legislative requirements on specific issues. This review also aimed to ensure that the conditions adequately address specific and emerging procurement practices and trends. Industry is very supportive of a single set of terms and conditions across Government as this reduces the costs of the tendering and contractual processes.

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Any inquiries relating to the reproduction of these conditions should be directed to:

Queensland Government Chief Procurement Officer
Qld Government Chief Procurement Office
Department of Public Works
GPO Box 123
Brisbane Qld 4001

Further information may be obtained from Queensland Government Chief Procurement Office's website on www.qgcpo.qld.gov.au

DEED OF AGREEMENT

This Deed of Agreement is made on the _____ day of _____

BETWEEN: THE STATE OF QUEENSLAND (acting through <<insert name of Government department or agency>>)
(“the Principal”)

AND: <<insert full name, ABN & ACN (if applicable) of Contractor entity>>
(“the Contractor”)

BACKGROUND

- A. The Principal wishes to establish a standing offer arrangement with the Contractor for the provision by the Contractor of Information Communication Technology (“ICT”) Products and/or Services to Customers in accordance with the terms and conditions of this Deed of Agreement.
- B. The Contractor has agreed to supply ICT Products and/or Services to Customers upon the terms and conditions of any Customer Contract formed in accordance with this Deed of Agreement.

OPERATIVE PROVISIONS

1.1 Definitions

In this Deed of Agreement, unless the context otherwise requires, the following definitions will apply. Other capitalised words and expressions used in this Deed of Agreement are defined in the ICT Standing Offer Arrangement Conditions and have the same meaning in this Deed. In the event of any conflict between the definitions contained within this Deed of Agreement and the ICT Standing Offer Arrangement Conditions then the definitions contained within the ICT Standing Offer Arrangement Conditions will prevail.

“**Deed of Agreement**” or “**Deed**” means this Deed of Agreement between the Principal and Contractor;

“**ICT Standing Offer Arrangement Conditions**” means the terms and conditions of the ICT Standing Offer Arrangement as specified in the Information and Communication Technology Standing Offer Arrangement Conditions Version 002 – dated 1 July 2009, which can be located from the Queensland Government Chief Procurement Office website: www.ggcpo.qld.gov.au under ‘Standard contract forms’ or via emailing the Principal’s Authorised Officer.

“**Parties**” means the Principal and the Contractor.

1.2 ICT Standing Offer Arrangement Conditions

- 1.2.1 The Contractor warrants to the Principal that it will comply with and observe the requirements of this Deed of Agreement.
- 1.2.2 The Contractor must comply with the ICT Standing Offer Arrangement Conditions and Schedules 1, 2 and 3, as amended by the Parties from time to time in accordance with clause 20 of the ICT Standing Offer Arrangement Conditions.

1.3 ICT Arrangement Term

- 1.3.1 This Deed of Agreement will continue in effect for the ICT Arrangement Term.

The Parties to this Deed of Agreement have executed the Deed of Agreement on the dates set out below.

EXECUTED AS A DEED

EXECUTION BY PRINCIPAL:

SIGNED SEALED AND DELIVERED)
for and on behalf of the **STATE OF QUEENSLAND**)
(acting through the)
<<insert name of Government department/agency>>)
this day of 20.....)
by an authorised officer in the presence of:)
.....)
<<insert name of witness>>) Signature of Witness
.....)
<<insert name of authorised officer>>) Signature of authorised officer

EXECUTION BY CONTRACTOR:

If Contractor is a company

SIGNED SEALED AND DELIVERED for and on behalf of)
.....)
<<insert full name of the Contractor>>)
ACN and ABN:)
<<insert Contractor’s ACN and ABN numbers>>)
in accordance with s. 127 of the Corporations Act 2001 (Cth))
this day of 20.....)
by:)
.....)
<<insert full name of Director>>) Signature of Director
.....)
<<insert name of Director/Secretary>>) Signature of Director/Secretary
in the presence of:)
.....)
<<insert name of witness>>) Signature of witness

OR

If Contractor is an individual

SIGNED SEALED AND DELIVERED by:)
.....)
<<insert full name of individual>>) Signature of individual
this day of 20.....)
in the presence of:)
.....)
<<insert name of witness>>) Signature of witness

The below Schedules 1, 2, and 3 must be read in conjunction with the Queensland Government's ICT Standing Offer Arrangement Conditions Version 002 – dated 1 July 2009, located via: www.ggcqpo.qld.gov.au – under 'Standard contract forms' along with any additional ICT standing offer arrangement conditions as detailed in Schedule 3. The ICT Standing Offer Arrangement Conditions Version 002 – dated 1 July 2009 along with the below Schedules will govern this ICT Arrangement.

The GITC – Part 2 Customer Contract Provisions will also form part of this ICT Arrangement.

SCHEDULE 1: ICT ARRANGEMENT DETAILS

No.	Reference Clause No.	ICT Arrangement – Reference Clause Number and Title	ICT Arrangement Details
1.		ICT Arrangement Number	<< Specify ICT Arrangement No.>>
2		GITC Agreement Number	<< Specify the Contractor's GITC Agreement No>>. Q -
3		GITC Modules applicable to this ICT Arrangement	<<Choose the Modules which are applicable to this ICT Arrangement>> <ul style="list-style-type: none"> <input type="checkbox"/> Hardware to be further specified in Module 1; <input type="checkbox"/> Hardware Maintenance Services to be further specified in Module Order MO2; <input type="checkbox"/> Licensed Software to be further specified in Module Order MO3; <input type="checkbox"/> Software Development & Modification to be further specified in Module Order MO4; <input type="checkbox"/> Software Support to be further specified in Module Order MO5; <input type="checkbox"/> Packaged Software to be further specified in Module Order MO6; <input type="checkbox"/> ICT Personnel Recruitment Services to be further specified in Module Order MO7; <input type="checkbox"/> ICT Contracting Services to be further specified in Module Order MO8; <input type="checkbox"/> ICT Consultancy Services to be further specified in Module Order MO9; <input type="checkbox"/> Managed Services to be further specified in Module Order MO10; <input type="checkbox"/> Systems Integration Services to be further specified in Module Order MO11; <input type="checkbox"/> Telecommunications Services to be further specified in Module Order MO12; <input type="checkbox"/> Internet Services to be further specified in Module Order MO13; <input type="checkbox"/> Data Management to be further specified in Module Order MO14.
4	1.1 of ICT SOA Conditions	Principal	Name: State of Queensland (acting through <<insert name of Government department or agency>>) OR <<insert name of entity, if not the State of Queensland>> ABN: <<insert Principal's ABN number>> Address: <<insert Principal's address>>

5	1.1 of ICT SOA Conditions	Contractor	Name: <<insert name of the Contractor>> Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone no.>> Facsimile: <<insert Contractor's facsimile no.>> Email: <<insert Contractor's email address>> Contact Person: <<insert name of the person representing the Contractor, who will be responsible for this ICT Arrangement>>
6	1.1 of ICT SOA Conditions	Customer	<< Specify name/s of the Customer/s who may purchase the Products and/or Services under this ICT Arrangement>>
7	1.1 of ICT SOA Conditions	ICT Arrangement Commencement Date	<< Specify date on which this ICT Arrangement is to commence>>
8	1.1 of ICT SOA Conditions	ICT Arrangement Completion Date	<< Specify date on which this ICT Arrangement is to conclude>>
9	1.1 & 6 of ICT SOA Conditions	ICT Arrangement Term	<< Specify the term of this ICT Arrangement>> << Specify details if the Principal has the option to extend this ICT Arrangement>>
10	1.1 and 8 of ICT SOA Conditions	Principal Authorised Officer	Name: <<insert Principal's Authorised Officer's name>> Position: <<insert position title of Principal's Authorised Officer>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
11	1.1 and 8 of ICT SOA Conditions	Project Manager	Name: <<insert name of Project Manager>> Position: <<insert position title of Project Manager>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>.
12	9 of ICT SOA Conditions	Minimum Insurance Requirements – Public Liability Insurance <i>[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]</i>	Public Liability Insurance is required: Specify the following: Sum Insured: <<Specify if public liability insurance is over \$5million]. <<If "YES", specify the sum to be insured>> Policy No.: <<Specify the public liability insurance policy no.>> Insurance Provider: <<Specify the name of the insurance provider.>> Named Insured: <<Specify the name on the public liability insurance policy as the "insured".>> Expiry Date of Policy: <<Specify the Contractor's expiry date of the public liability insurance policy.>>
13	9 of ICT SOA Conditions	Minimum Insurance Requirements – Professional indemnity: <i>[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)].</i>	Is Professional Indemnity Insurance required: Yes <input type="checkbox"/> No <input type="checkbox"/> If "YES": Sum Insured: <<Specify the sum to be insured. Policy No.: <<Specify the professional indemnity insurance policy no.>> Insurance Provider: <<Specify the name of the insurance provider.>> Named Insured: <<Specify the name on the

			<p>professional indemnity insurance policy as the “insured”.>></p> <p>Expiry Date of Policy: <<Specify the Contractor’s expiry date of the professional indemnity insurance policy.>></p> <p>Is Professional Indemnity Insurance to be maintained for an alternative period ((i.e. other than four years from the Completion Date or termination of the Customer Contract):</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES” then specify the alternative period.>></p> <p>Is the Contractor a member of a scheme approved under the <i>Professional Standards Act 2004 (Qld)</i></p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><<Specify and provide details if the Contractor is a member of a scheme approved under the <i>Professional Standards Act 2004 (Qld)</i>.>></p>
14	9 of ICT SOA Conditions	Minimum Insurance Requirements – Other insurances:	<p>Is other insurance policy/s required:</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES”:</p> <p>Insurance Policy: <<Specify the other insurance policy/s required (e.g. product liability insurance).>></p> <p>Sum Insured: <<Specify the sum to be insured.>></p> <p>Policy No.: <<Specify the other insurance policy no.>></p> <p>Insurance Provider: <<Specify the name of the insurance provider.>></p> <p>Named Insured: <<Specify the name on the insurance policy as the “insured”.>></p> <p>Expiry Date of Policy: <<Specify the Contractor’s expiry date of the above insurance policy.>></p>
15.	10 of ICT SOA Conditions	Performance Guarantee	<p><<Specify if a Performance Guarantee is required under this ICT Arrangement.</p> <ul style="list-style-type: none"> • If “NO”, then state “Not Required”. • If “YES”: <ul style="list-style-type: none"> ○ Does the Contractor have a Performance Guarantee in place with the GITC Contract Authority? <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <ul style="list-style-type: none"> ○ If “YES” then the Principal will rely upon such Performance Guarantee under this ICT Arrangement for all subsequent Customer Contract. ○ If “NO” to above, then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Principal, which will be relied upon under this ICT Arrangement for all subsequent Customer Contracts. <p><<Specify the date by which the Performance Guarantee is required.>>; and <<Specify the name of the Guarantor.>></p>
16.	11 of ICT SOA Conditions	Financial Security	<p><<Specify if a Financial Security is required under this ICT Arrangement.</p> <ul style="list-style-type: none"> • If “NO”, then state “Not Required”.

			<ul style="list-style-type: none"> • If "YES": <ul style="list-style-type: none"> ○ Does the Contractor have a Financial Security in place with the GITC Contract Authority? Yes <input type="checkbox"/> No <input type="checkbox"/> ○ If "YES" then the Principal will rely upon such Financial Security under this ICT Arrangement for all subsequent Customer Contracts. <ul style="list-style-type: none"> ○ Specify the number of current Customer Contracts which are relying on this Financial Security and information regarding any claims. ○ If "NO" to above, then the Contractor must complete and attach a Financial Security in a form acceptable to the Principal, which will be relied upon under this ICT Arrangement for all subsequent Customer Contracts. ○ <<Specify the maximum aggregate sum required>> ○ <<Specify the name of the Guarantor.>>
17	16 of ICT SOA Conditions	Confidentiality	<p>Is the Contractor required to obtain from its officers, employees, agents and sub-contractors a confidentiality undertaking?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "YES", the Contractor must execute a Deed of Confidentiality substantially in the form of Schedule S6 of Part 4 – GITC.</p>
18	17 of ICT SOA Conditions	Privacy & Disclosure of Personal Information	<p>Is the Contractor required to obtain from its officers, employees and sub-contractors an executed Deed of Privacy>></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "YES", the Contractor must execute a Deed of Privacy, substantially in the form of Schedule S10 of Part 4 – GITC.</p>
19	1.1 and 18 of ICT SOA Conditions	Delivery Period	<< Specify the period which the Products are to be supplied and/or the Services are to be performed>>
20	19 of ICT SOA Conditions	Performance Review	<p>(a) <<Specify the performance review criteria (e.g. key performance indicators) for this ICT Arrangement>></p> <p>(b) <<Specify the frequency of the performance review meetings for this ICT Arrangement.>></p> <p>(c) <<Specify the documentation, reports and data required for this ICT Arrangement.>></p> <p>(d) <<Specify the format for the above documentation, reports (including KPI's) and data>></p>
21	25.1(a) of ICT SOA Conditions	Notice Relating to this ICT Arrangement – Principal's Address for Notices	<p>Address: <<insert Principal's address for Notices>></p> <p>Facsimile No.: <<insert Principal's fax number for Notices>></p> <p>Email: <<insert Principal's email address for Notices>></p>
22	25.1(b) of ICT SOA Conditions	Notice Relating to this ICT Arrangement – Contractor's Address for Notices	<p>Address: <<insert Contractor's address for Notices>></p> <p>Facsimile No.: <<insert Contractor's fax number for Notices>></p> <p>Email: <<insert Contractor's email address for Notices>></p>
23	1.1 of Part 2 - GITC V5.01	Site	<< Specify the location/s where the Deliverable may be delivered and/or installed (as applicable)>>.
24	1.1 of Part 2 - GITC	ICT Arrangement Specifications	<<Specify the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics relating to the Deliverable and/or

			System requirements>>
25	1.1 of Part 2 - GITC	Specified Personnel	(a) << Specify the names of any key personnel, including Specified Personnel (if any), who are to be dedicated to this ICT Arrangement and subsequent Customer Contract>> (b) << Specify any limitations to the above (eg John Doe – 5 hours per day)>>
26	1.1 of Part 2 – GITC	System	<<Specify the operating system intended to meet the Customer's needs of which the Product shall form part of.>>
27	1.1 of Part 2 - GITC	Warranty Period (System)	<< Specify the Warranty Period of the System (if applicable)>>
28	1.3 of Part 2 – GITC	Time of the Essence	(a) <<Specify if time IS to be of the essence in relation to the Contractor's general obligations for which time is of the essence. If " YES ", please provide details of the general obligations for which time is of the essence.>> (b) <<Specify any Milestones for which time is NOT of the essence.>>
29	2 of Part 2 – GITC	Formation of Customer Contract	(a) <<Specify any Additional Provisions to the ICT Arrangement and/or any Customer Contracts.>> (b) <<Specify any Documents which are to be incorporated into the ICT Arrangement and/or Customer Contract.>>
30	3.1 of Part 2 – GITC	Pricing Maximum Price for Deliverable	<<Specify the Price structure for the Deliverable(s).>>
31	6.1 of Part 2 - GITC	Intellectual Property Rights	<<Choose the terms of ownership of the Intellectual Property applicable to this ICT Arrangement: <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 1 – Option A (Customer – owned - no licence back to Contractor); or <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 1 – Option B (Customer – owned - licence back to Contractor); or <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 2 (Contractor owned – licensed back to the Customer); or <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 3 (Co-ownership – non-consultative co-ownership); or <input type="checkbox"/> Some other basis as agreed between the Principal and Contractor – full details must be included in this Schedule 1 regarding ownership of the Intellectual Property. <<Specify: o the proportions and terms on which the Principal (on behalf of a potential Customer) and Contractor own the Intellectual Property Rights in New Contract Material, including Updates and New Releases. o the terms and conditions on which the New Contract Material may be exploited by either Party. <<Specify if Intellectual Property in Existing Contract Material is to be dealt with, in a manner other than as specified in Schedule C2 of Part 2 – GITC>>
32	7.1 of Part 2 - GITC	Liability	<<Specify those liabilities that are not to be excluded as indirect or consequential loss>> <<Specify if liability is to be capped. • if " NO ", then liability remains uncapped for all Parties. • if " YES ":

			<ul style="list-style-type: none"> (i) Specify whether the liability is to be capped: <ul style="list-style-type: none"> o per occurrence; or o in the aggregate for all occurrences including over what period (eg. refreshed annually, etc). (ii) the amount of the liability cap (eg. an amount of \$(x) million or (y) times the value of the Customer Contract).
33	7.2 of Part 2 - GITC	Indemnity	<p><<Specify if indemnity is to be capped.</p> <ul style="list-style-type: none"> o if "NO", then indemnity remains uncapped for all Parties. if "YES": <ul style="list-style-type: none"> (i) Specify whether the Indemnity is to be capped: <ul style="list-style-type: none"> o per occurrence; or o in the aggregate for all occurrences including over what period (eg. refreshed annually, etc). (ii) the amount of the indemnity cap (eg. an amount of \$(x) million or (y) times the value of the Customer Contract)>>.
34	8.1 of Part 2 - GITC	Customer Supplied Items (CSI)	<ul style="list-style-type: none"> (a) <<Specify if any CSI is to be provided to the Contractor by the Customer under the Customer Contract. If "YES", please complete Schedule S1 of Part 4 - GITC >> (b) <<Specify any costs associated with the CSI that the Contractor shall incur>> (c) <<Specify any costs associated with preserving, forwarding or disposing of any damaged CSI that the Contractor shall incur>>
35	8.4 of Part 2 - GITC	Site Specification and Preparation	<ul style="list-style-type: none"> (a) <<Specify if the Contractor is to inspect a Site and provide a suitable Site Specification to a Customer>> (b) <<Specify if the Contractor is responsible for undertaking the Site preparation>>
36	9.1 of GITC	Compliance with Laws, Standards and Codes	<ul style="list-style-type: none"> (a) <<Specify any specific codes, policies, guidelines and/or applicable Standards that the Contractor shall comply with>> (b) <<Specify any licences or accreditation requirements>>
37	9.4 of Part 2 - GITC	Contractor's Warranty	<ul style="list-style-type: none"> (a) <<Specify any quality assurance and compliance requirements required during this ICT Arrangement Term by the Contractor>> (b) <<Specify if alternative requirements are required for the Product>>
38	10.3 of Part 2 - GITC	Approved Parties	<p><<Specify if any Approved Parties shall be associated with this ICT Arrangement and potential Customer Contract/s.</p> <ul style="list-style-type: none"> o if "YES", please provide full details (including their involvement in this ICT Arrangement and potential Customer Contract) and complete Schedule S9 of Part 4 - GITC>>
39	11.1 of Part 2 - GITC	Management Committee for the ICT Arrangement	<p><<Specify if a management committee is to be established under this ICT Arrangement>></p> <ul style="list-style-type: none"> (i) if "YES", please: <ul style="list-style-type: none"> o specify the date in which the management committee is to be established; o specify other authorised representatives who shall form part of the management committee: <ul style="list-style-type: none"> - Principal's representatives; and - Contractor's representatives; (ii) specify the management committee's other functions.
40	11.2 of Part 2 -	Progress Reporting	<<Specify if the Contractor is to maintain a Work-in-

	GITC		Progress Diary. <ul style="list-style-type: none"> o if "YES" please complete Schedule S14 of Part 4 - GITC.>>
41	11.3 of Part 2 - GITC	Customer Contract Review Procedures	(a) <<Specify any specific time intervals for service and performance reviews under this ICT Arrangement>> (b) <<Specify any other matters to be reviewed>>
42	11.6 of Part 2 - GITC	Liquidated Damages	<<Specify if Liquidated Damages are applicable to this Customer Contract. (i) If "YES", please specify the: <ul style="list-style-type: none"> • Stage to be covered to which the Liquidated Damages apply (eg. Milestone, Stage, etc); • amount payable by the Contractor to the Customer for a delivery in performing a Stage; • method for the calculating the Liquidated Damages; and (ii) the period of days, if other than 90 days, from which Liquidated Damages are to apply>>
43	11.7 of Part 2 - GITC	Escrow of Source Code	(a) <<Specify if Escrow is required>> <ul style="list-style-type: none"> o if "YES", please complete and attach Schedule S8 of Part 4 – GITC>> (b) <<Specify any costs associated with the escrow arrangement>>
44	12.1 of Part 2 - GITC	Delivery and Installation	(a) <<Specify if the Product may, prior to delivery, be substituted by a modified or upgraded version>> (b) <<Specify if the Contractor is to install the Product and if so, specify the time and manner of installation.>> (c) <<Specify details of any costs associated with the delivery and/or installation (eg if not free into store, if installation is not included in standard price).>> (d) <<Specify if the Product packaging material is NOT to be removed from the Site on or before AAD>> (e) <<Specify if the Customer is to be responsible for the costs associated with pre-installation testing. Please also include any associated costs.>> (f) <<Specify if the Customer should NOT install the Product upon delivery.>> (g) <<Specify if any warranty is to be affected by the Customer installing or configuring the Product.>>
46	12.2 of Part 2 - GITC	Title and Risk	(a) <<Specify if the transfer of title for each Deliverable is NOT immediately upon the AAD>> (b) <<Specify when title is transferred>>
47	12.4 of Part 2 - GITC	Acceptance Testing	<<Specify if Acceptance Testing is required for the Deliverable(s)>> If "YES: <ul style="list-style-type: none"> o specify the Acceptance Test Period; and o complete and attach Schedule S11 of Part 4 - GITC.
48	12.6 of Part 2 - GITC	Documentation	(a) <<Specify any Documentation to be made available by the Contractor to a potential Customer under this ICT Arrangement>> (b) <<Specify the number of additional copies of the Documentation available for purchase by the Customer (if applicable)>> (c) <<Specify the Delivery Period which the copies of the Documentation can be delivered to a potential Customer>> (d) <<Specify the costs (if any) in Schedule 2

			(e) associated with any additional Documentation>> <<Specify the medium in which the Documentation can be provided by the Contractor.>>
49	12.7 of Part 2 - GITC	Training	(a) <<Specify any training the Contractor can provide to a potential Customer to enable the Customer to: o conduct relevant Acceptance Testing (if required) and/or o operate the Deliverable; (b) <<Specify the costs (if any) associated with this training>>
50	12.9 of Part 2 - GITC	Retention of Monies	(a) <<Specify the portion of the Contract Price (if any) to be retained by a potential Customer. (b) <<Specify: o the period for which the retained portion may be held; or o the Milestone(s) / event(s) at which the retained portion may be released.
51	13.1 of Part 2 - GITC	Payment of the Customer Contract under this ICT Arrangement Price	(a) <<Specify the timing(s) of when the payment is due>> (b) <<Specify the Payment methods permissible: o cash; o cheque; o Queensland Government Corporate Credit Card; and/or o electronic funds transfer. ➤ if electronic funds transfer, please specify the following: - Bank; - Branch Code No.; and - Account Code. (c) <<Specify any restrictions on the above methods of Payment chosen>>
52	13.2 of Part 2 – GITC	Invoices and Time for Payment	(a) <<Specify if payment of a Product is due other than midnight on AAD.>> (N.B: not required if a Project, Implementation and Payment Plan – Schedule S2 of Part 4 exists) (b) <<Specify the date and terms of payment for a Service.>> (N.B: not required if a Project, Implementation and Payment Plan – Schedule S2 of Part 4 exists) (c) <<Specify the payment period if payment of a Correctly Rendered Invoice is to be other than 30 days.>> (d) <<Specify if any additional invoice details (if applicable), are required by the Customer.>>

Privacy Statement - The Principal is collecting Personal Information from the Contractor for the purpose of administering this Arrangement and any subsequent Contract/s. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Arrangement and any subsequent Contract/s. Personal information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

SCHEDULE 2: LIST OF PRODUCTS AND/OR SERVICES INCLUDING PRICE UNDER THIS ICT ARRANGEMENT

The following Products and/or Services including Price forms part of this ICT Arrangement.

Description	Unit Price (Excl. GST)	Price (GST comp)	Total Price (Incl. GST)
<i><<List any delivery and installation details and charges applicable to this ICT Arrangement>></i>			
<i><<List any taxes, duties or other charges and their details associated with each Product and/or Service applicable to this ICT Arrangement>></i>			

<<Specify when and manner in which the Price is payable>>.

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

SCHEDULE A – GITC - GENERAL ORDER

The below Schedule A must be read in conjunction with the Queensland Government's ICT Standing Offer Arrangement Conditions Version 002 – dated 1 July 2009 located via www.ggcpo.qld.gov.au – under 'Standard contract forms' along with any additional ICT standing offer arrangement conditions as detailed in Schedule 3. The ICT Standing Offer Arrangement Conditions Version 002 – dated 1 July 2009 along with the below Schedule will govern this Contract.

No.	Reference Clause No.	GITC Reference Clause Number and Title	Customer Contract Details
1		ICT Arrangement No.	<<insert ICT Arrangement No.>>
2		Contractor's GITC Agreement No.	Q- <<insert Contractor's GITC Agreement No.>>
3	1.1 of Part 2 – GITC	Customer	Name: State of Queensland (acting through <<insert name of Government department or agency>>) OR <<insert name of entity, if not the State of Queensland>> ABN: <<insert Customer's ABN number>> Address: <<insert Customer's address>> Contract Officer: <<insert name>> Phone: <<insert number>> Facsimile No.: <<insert fax number>> Email: <<insert email address>>
4		Ordering Officer	Name: <<insert name of the ordering officer>> Department: <<insert the name of the ordering officer's department.>> Address: <<insert ordering officer's postal address>> Facsimile: <<insert ordering officer's fax number>> Email: <<insert ordering officer's email address>>
5		Officer Receiving the Invoice	Name: <<insert name of the ordering officer>> Department: <<insert the name of the ordering officer's department.>> Address: <<insert ordering officer's postal address>> Facsimile: <<insert ordering officer's fax number>> Email: <<insert ordering officer's email address>>
6	1.1 of Part 2 - GITC	Contractor	Name: <<insert name of the Contractor>> Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone no>> Facsimile: <<insert Contractor's facsimile no>> Email: <<insert Contractor's email address>> Contact Person: <<insert name of the person representing the Contractor, who will be responsible for this ICT

			Arrangement>>
7		Delivery Address	<<Specify the Delivery address of where the Deliverables are to be delivered>>
8	1.1 of Part 2 of GITC	Business Day	<<Specify timing and days if outside normal "Business Day", as defined by GITC – Part 2.>>
9	1.1 of Part 2 - GITC	Contract Period	The Contract Period for this Customer Contract is: <ul style="list-style-type: none"> • <<insert commencement date>>; and • <<insert conclusion date>>, and needs to incorporate any Warranty Periods: NB Any Warranty Periods MUST be incorporated into the Contract Period for the total Customer Contract.
10	1.1 of Part 2 - GITC	Contract Price	Refer to Schedule B.
11	1.1 of Part 2 – GITC	Contract Specifications	<<Specify the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics relating to the Deliverable and/or System requirements.>>
12	1.1 of Part 2 - GITC	Deliverable	<<Specify the Products and/or Services to be supplied under the Customer Contract>>.
13	1.1 of Part 2 - GITC	Site	<<Specify the place/s where the Deliverable is to be delivered and/or installed (as applicable)>>.
14	1.1 of Part 2 - GITC	Specified Personnel	(a) <<Specify the key personnel, including Specified Personnel (if any), who are to be dedicated to this Customer Contract, as specified in item 25 of Schedule 1.>> (b) <<Specify any exemptions to the above (eg John Doe – 5 hours per day)>>
15	1.1 of Part 2 - GITC	System	<<Specify the operating system intended to meet the Customer's needs of which the Product shall form a part (if applicable)>>
16	2 of Part 2 – GITC	Formation of Customer Contract	(a) <<Specify any Additional Provisions to the Customer Contract.>> (b) <<Specify any Documents which are to be incorporated into the Customer Contract.>>
17	5.4 of Part 2 - GITC	Confidentiality	(a) <<Specify if limited disclosure of information regarding the Customer Contract is permitted by the Contractor or its Approved Parties>> (b) <<Specify the terms and conditions relevant to this disclosure>> (c) <<Specify if disclosure of the Contractor's Confidential Information is permitted by the Customer>> (d) <<Specify the terms and conditions relevant to this disclosure>> (e) <<Specify if limited disclosure of the Customer's Confidential Information is permitted by the Contractor or its Approved Parties>> <ul style="list-style-type: none"> • if "YES", please complete Schedule S6 of Part 4 – GITC. (f) <<Specify the terms and conditions of this disclosure>> (g) <<Specify any specific Customer/s who are not entitled to obtain Confidential Information in relation to the Contractor>>
18	5.5 of Part 2 – GITC	Privacy and Disclosure of Personal Information	<<Specify if a Deed of Privacy is required>> If "YES" please complete Schedule S10 of Part 4 – GITC.
19	5.6 of Part 2 - GITC	Secrecy and Security	<<Specify any secrecy or security requirements of the Customer that the Contractor is to comply with during the Customer Contract>>
20	8.1 of Part 2 - GITC	Customer Supplied Items (CSI)	(a) <<Specify if any CSI is to be provided to the Contractor by the Customer under the

			<p>Customer Contract, as specified in item 34 of Schedule 1.</p> <p><i>If "YES", please complete Schedule S1 of Part 4 - GITC >></i></p> <p>(b) <<Specify any costs associated with the CSI that the Contractor shall incur>></p> <p>(c) <<Specify any costs associated with preserving, forwarding or disposing of any damaged CSI that the Contractor shall incur>></p>
21	8.2 of Part 2 - GITC	Customer's Data and Processing Environment	<p>(a) <<Specify the Customer's processing environment relevant to the Deliverables under the Customer Contract>></p> <p>(b) <<Specify if the Contractor is to provide any assistance or training relating to:</p> <p>(i) installation; or</p> <p>(ii) use of a Product or operation of System equipment>></p> <p>(c) <<Specify any costs associated with any assistance or training in relation to the processing environment that the Customer shall incur>></p>
22	8.3 of Part 2 - GITC	Customer's Personnel	<p><<Specify the Customer's Personnel involved with this Customer Contract (if applicable)>></p> <p><i>If applicable - please complete Schedule S1 of Part 4 - GITC.</i></p>
23	10.3 of Part 2 - GITC	Approved Parties	<p><<Specify if any Approved Parties shall be associated with this Customer Contract, as chosen by Customer from those specified in item 38 of Schedule 1.</p> <p><i>if "YES", please provide full details (including their involvement in this Customer Contract) and complete Schedule S9 of Part 4 - GITC>></i></p>
24	11.4 of Part 2 - GITC	Project, Implementation and Payment Plan	<p><<Specify if a Project, Implementation and Payment Plan is applicable to the Customer Contract.>></p> <p><i>If "YES", please complete Schedule S2 of Part 4 - GITC</i></p>
25	11.5 of Part 2 - GITC	Staged Implementation	<p><<Specify if Stage Implementation applies to this Customer Contract.</p> <ul style="list-style-type: none"> if "YES" please specify within the PIPP (Schedule S2 of Part 4 -GITC) details relating to the timing of notification required by the Customer to the Contractor to commence work on the following Stage/s of the Deliverable>>
26	12.1 of Part 2 - GITC	Delivery and Installation	<p>(a) Specify the time for delivery of the Product.</p> <p>(b) If the Contractor is to install the Product (refer item 44 of Schedule 1), specify the time and manner of installation.</p>
27	12.6 of Part 2 - GITC	Documentation	<p>(a) <<Specify any Documentation to be made available by the Contractor to the Customer under this ICT Arrangement, as specified in item 48 of Schedule 1>></p> <p>(b) <<Specify the number of additional copies of the Documentation being purchased by the Customer (if applicable)>></p> <p>(c) <<Specify the Delivery Period which the copies of the Documentation are to be delivered to the Customer>></p> <p>(d) <<Specify the costs (if any) in Schedule 2 associated with the additional Documentation>></p> <p>(e) <<Specify the medium in which the Documentation will be provided by the Contractor.>></p>

28	12.7 of Part 2 - GITC	Training	(a) <<Specify the training to be provided by the Contractor to the Customer to enable the Customer to: <ul style="list-style-type: none"> o conduct relevant Acceptance Testing (if required) and/or o operate the Deliverable, as specified in item 49 of Schedule 1; (b) <<Specify the costs (if any) associated with this training>>
29	13.4 of Part 2- GITC	Credit/Debt Card or Electronic Facility	<<Specify any credit/debt card or electronic facility(s) that the Customer may use to pay the Customer Contract.>>
30	17.8 of Part 2 - GITC	Notice Relating to the Customer Contract – Customer's address for Notices	Address: <<insert Customer's address for Notices>> Facsimile No.: <<insert Customer's fax number for Notices>> Email: <<insert Customer's email address for Notices>>
31	17.8 of Part 2 - GITC	Notice Relating to the Contractor's Address for Notices	Address: <<insert Contractor's address for Notices>> Facsimile No.: <<insert Contractor's fax number for Notices>> Email: <<insert Contractor's email address for Notices>>

Privacy Statement - The Customer is collecting Personal Information from the Contractor for the purpose of administering this Contract. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories, for the purpose of administering this Contract. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

SCHEDULE B – GITC – MODULE ORDER/S

The following Module Order/s applicable to this Customer Contract will be inserted into this Schedule B.