# Information and Communication Technology (ICT) STANDING OFFER ARRANGEMENT

## **DEED OF AGREEMENT**

For the provision of Products and/or Services

Version 004 - dated 13 July 2011

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## DEED OF AGREEMENT

This Deed of Agreement is made on the <<insert the day>>day of <<insert the month>>

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

AND: <</i><insert full name, ABN & ACN (if applicable) of Contractor entity>>

('the Principal")

("the Contractor")

#### BACKGROUND

- A. The Principal wishes to establish a standing offer arrangement with the Contractor for the provision by the Contractor of 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 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.

#### "Additional Provisions" means:

- (a) GITC Agreement: any terms and conditions, that are agreed between the Contract Authority and the Offeror and where included in schedule A2(A) of GITC Part 1, these terms and conditions reflect variations to the standard provisions of the GITC Agreement and shall be incorporated into a Customer Contract. These terms and conditions must not be further amended by the Eligible Customer and the Successful Offeror prior to being incorporated into a Customer Contract; and
- (b) ICT Agreement: the departures from and additions to the Specifications or ICT Conditions of Customer Contract and/or any additional terms and conditions that are:
  - (i) specified in Section 5 of the ICT Invitation; or
  - (ii) agreed between the Principal and the Contractor as specified in Schedule 3 of the Deed of Agreement.

These terms and conditions must not be further amended by the Eligible Customer and Successful Offeror prior to being incorporated into a Customer Contract, without the consent of the Principal;

"Deed of Agreement" or "Deed" means this Deed of Agreement including the attached Schedule 1, 2 and 3 as completed by the Principal, and any other attached schedules under which the ICT Arrangement is established;

**"ICT Standing Offer Arrangement Conditions"** means the terms and conditions of the ICT Standing Offer Arrangement as specified in Divisions A and B of the ICT Standing Offer Arrangement Conditions Version 003 – dated 1 July 2011 which can be located from the Queensland Government Chief Procurement Office website: <u>www.qgcpo.qld.gov.au</u> – under 'Government terms and conditions' and any Additional Provisions – ICT Arrangement; and

"Parties" means the Principal and the Contractor.

#### 1.2 Terms of the ICT Standing Offer Arrangement

- 1.2.1 The ICT Arrangement is formed upon execution of this Deed of Agreement by the Principal and the Contractor.
- 1.2.2 The following Documents constitute the entire ICT Arrangement between the Principal and the Contractor:
  - (a) this Deed, including Additional Provisions ICT Arrangement;
  - (b) the ICT Standing Offer Arrangement Conditions;
  - (c) Contractor's GITC Agreement with the Contract Authority including Additional Provisions GITC Agreement;
  - (c) Specifications;
  - (d) Offer (to the extent accepted under the Deed of Agreement); and
  - (e) any other Document, in whole or in part, forming part of the ICT Standing Offer Arrangement, as agreed in writing and executed by the Principal and Contractor.
- 1.2.3 Subject to clause 1.2.4 and 1.2.5 in the event of any conflict between the Documents specified in clause 1.2.2, the order of precedence to resolve the conflict will be in the above order.
- 1.2.4 Any Additional Provisions which purport to take away or reduce the entitlements that would otherwise be provided to the Principal under clause 30.11 of the ICT Standing Offer Arrangement Conditions are null and void.

- 1.2.5 It is a condition of the ICT Standing Offer Arrangement that the Additional Provisions ICT Arrangement must not, either expressly or by implication, cause a Customer Contract to derogate from the terms and conditions of the contractor's GITC Agreement with the Contract Authority, the Customer Contract Provisions or the applicable Modules. Those Additional Provisions ICT Arrangement will be deemed not to derogate if they have been approved by the Contract Authority in accordance with clause 2.1 of Part 2 of the GITC Agreement.
- 1.2.6 The ICT Standing Offer Arrangement supersedes all prior representations, agreements, statements and understandings between the Principal and Contractor, whether oral or in writing relating to the matter of the ICT Standing Offer Arrangement.

#### 1.3 Compliance with the ICT Standing Offer Arrangement

- 1.3.1 The Parties must comply with the terms of the ICT Standing Offer Arrangement.
- 1.4 Term
- 1.4.1 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 agency="" department="" government="" name="" of="">&gt;) )</insert>	
this day of 20	
by an authorised officer in the presence of: )	
) ) <	Signature of Witness
	Signature of authorised officer

#### **EXECUTION BY CONTRACTOR:**

#### If Contractor is a company

SIGNED SEALED AND DELIVERED for and on behalf of	
> )	
ACN and ABN: ) < <insert abn="" acn="" and="" contractor's="" numbers="">&gt; )</insert>	
in accordance with s. 127 of the Corporations Act 2001 (Cth)	
this day of )	
by:	
<pre> ////////////////////////////////////</pre>	Signature of Director
> )	Signature of Director/Secretary
in the presence of: )	
<pre>) &lt;<iinsert name="" of="" witness="">&gt; ) </iinsert></pre>	Signature of witness

## OR

#### If Contractor is an individual or partnership

SIGNED SEALED AND DELIVERED by:	)	
< <insert authorised="" full="" individual="" name="" of="" signatory="">&gt; signatory</insert>	) Signature of individual,	authorised
this day of 20	)	
in the presence of:	)	
< <insert name="" of="" witness="">&gt;</insert>	) Signature of witness	

#### <<insert name of witness>>

Signature of witness

Where an authorised signatory executes the Deed of behalf of the Customer, the form of execution must indicate the source of this authority and a certified copy must be provided to the Principal.

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering ICT Arrangement and any Customer 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 ICT Arrangement and any Customer 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 Offeror, except where authorised or required by law.

## SCHEDULE 1: ICT ARRANGEMENT DETAILS

The below Schedules 1, 2, and 3 must be read in conjunction with the Queensland Government's ICT Standing Offer Arrangement Conditions Version 003 – dated 1 July 2011, located via: <u>www.qgcpo.qld.gov.au</u> – under 'Government terms and conditions' along with any additional ICT standing offer arrangement conditions as detailed in Schedule 3 – Additional Provisions.

The items in Schedule 1 perform two primary functions. Where the 'Reference Clause No.' is:

- (a) an ICT Standing Offer Arrangement Conditions clause, the item specifies matter necessary for the operation of the ICT Standing Offer Arrangement Conditions particularly Division A; and
- (b) a GITC Part 2 clause, the item performs the function of a corresponding item in a GITC General Order. The item is deemed to apply to all Customer Contracts entered into under the ICT Arrangement.

No.	Reference Clause No.	ICT Arrangement – Reference Clause Title	ICT Arrangement Details
1.		ICT Arrangement Number	No. < <specify arrangement<br="" ict="" the="">Number&gt;&gt;</specify>
2.		GITC Agreement Number	GITC No: < <insert contractor's="" gitc<br="" the="">Agreement No.&gt;&gt;</insert>
3.		GITC Modules applicable to the ICT Arrangement	<ul> <li>Hardware to be further specified in Module 1;</li> <li>Hardware Maintenance Services to be further specified in Module Order MO2;</li> <li>Licensed Software to be further specified in Module Order MO3;</li> <li>Software Development &amp; Modification to be further specified in Module Order MO4;</li> <li>Software Support to be further specified in Module Order MO5;</li> <li>Packaged Software to be further specified in Module Order MO6;</li> <li>ICT Personnel Recruitment Services to be further specified in Module Order MO6;</li> <li>ICT Contracting Services to be further specified in Module Order MO8;</li> <li>ICT Consultancy Services to be further specified in Module Order MO9;</li> <li>Managed Services to be further specified in Module Order MO10;</li> <li>Systems Integration Services to be further specified in Module Order MO11;</li> <li>Telecommunications Services to be further specified in Module Order MO12;</li> <li>Internet Services to be further specified in Module Order MO12;</li> <li>Data Management to be further specified in Module Order MO14.</li> </ul>
4.	1.1 of ICT SOA Conditions	Principal	Name:       State of Queensland (acting through < <insert agency="" department="" government="" name="" of="" or="" queensland="">&gt;)         OR       &lt;<insert entity,="" if="" name="" not="" of="" queensland="" state="" the="">&gt;         ABN/ACN:       &lt;<insert abn="" acn="" principal's="">&gt;</insert></insert></insert>
5		Contractor	Address: < <insert address="" principal's="">&gt;</insert>
5.	1.1 of ICT	Contractor	Name: < <insert contractor="" full="" name="" of="">&gt;</insert>

	SOA		ABN/ACN: < <insert abn="" acn<="" contractor's="" th=""></insert>
	Conditions		Address: < <insert address="" contractor's="">&gt;</insert>
	Conditione		
			Telephone: < <insert contractor's="" telephone="">&gt;</insert>
			Facsimile: < <insert contractor's="" facsimile="">&gt;</insert>
			Email: < <insert contractor's="" email="">&gt;</insert>
			Contact Person: < <insert name="" of="" person<br="" the="">representing the Contractor for the Arrangement&gt;&gt;</insert>
6.	1.1 & 16.1	Customer	Excluded Entities: << insert name/s of any entities
	of ICT SOA Conditions	The State of Queensland and all of the entities referred to in clause 16.1 are Customers.	that are excluded from being Customers, otherwise insert 'Not Applicable'>>
7.	1.1 of ICT SOA Conditions	ICT Arrangement Commencement Date	< <insert date="" ict="" offer<br="" on="" standing="" the="" which="">Arrangement is to commence&gt;&gt;</insert>
8.	1.1 of ICT SOA Conditions	ICT Arrangement Completion Date	< <insert date="" ict="" offer<br="" on="" standing="" the="" which="">Arrangement is to conclude&gt;&gt;</insert>
9.	1.1 & 6 of ICT SOA	ICT Arrangement Term	Term: < <specify ict="" of="" standing<br="" term="" the="">Offer Arrangement&gt;&gt;</specify>
	Conditions		Extension Period: < <specify details,="" if="" principal<br="" the="">has the option to extend the ICT Arrangement&gt;&gt;</specify>
10.	1.1 & 8 of ICT SOA	Principal's Authorised Officer	Name: < <specify authorised<br="" principal's="" the="">Officer's name&gt;&gt;</specify>
	Conditions		Position: < <specify authorised<br="" principal's="" the="">Officer's position title&gt;&gt;</specify>
			Telephone: < <specify authorised<br="" principal's="" the="">Officer's phone no.&gt;&gt;</specify>
			Facsimile: < <specify authorised<br="" principal's="" the="">Officer's facsimile no.&gt;&gt;</specify>
			Email: <> specify the Principal's Authorised Officer's email address>>
11.	1.1 & 8 of	Project Manager	Name: < <specify manager's="" name="" project="" the="">&gt;</specify>
	ICT SOA Conditions		Position: < <specify manager's="" position="" project="" the="" title="">&gt;</specify>
			Telephone: < <specify manager's="" phone<br="" project="" the="">no.&gt;&gt;</specify>
			Facsimile: < <specify facsimile="" manager's="" no.="" project="" the="">&gt;</specify>
			Email: <pre><specify address="" email="" manager's="" project="" the="">&gt;</specify></pre>
12.	9 of ICT	Minimum Insurance Requirements – Public	
	SOA Conditions	Liability Is Public Liability insurance required?	Yes 🗌 No 🗌
		Note: Public liability insurance covers liability for	Sum Insured: < <insert amount="" be="" insured="" to="">&gt;</insert>
		personal injury and property damage. Typically	Policy No.: < <insert number="" policy="">&gt;</insert>
		the amount is at least \$10 million per claim depending upon the Risk Assessment.	Insurance Provider: < <insert number="" policy="">&gt;</insert>
			Named Insured: < <insert insurance="" provider="">&gt;</insert>
			Expiry Date of Policy: <insert date="" expiry="" of="" policy="">&gt;</insert>
	1	1	Expiry Date of Folicy. Subort expiry date of policy

10	9 of ICT	Minimum Incurance Requirements	
13.	SOA	Minimum Insurance Requirements - Professional indemnity	
	Conditions	Is Professional Indemnity Insurance required?	Yes 🗌 No 🗌
		Note: 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.)	Sum Insured:< <insert amount="" be="" insured="" to="">&gt;Policy No.:&lt;<insert number="" policy="">&gt;Insurance Provider:&lt;<insert insurance="" provider="">&gt;Named Insured:&lt;<insert name="" on="" policy="" the="">&gt;Expiry Date of Policy:<insert date="" expiry="" of="" policy=""></insert></insert></insert></insert></insert>
		Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the last Customer Contract Completion Date or termination of the last Customer Contract)	Yes 🗌 No 🗌
		• If " <b>YES</b> " then specify the alternative period.	Alternative Period: < <insert alternative="" period="" the=""></insert>
		Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)?	Yes 🗌 No 🗌
		• If " <b>YES</b> " please specify and <u>attach</u> a copy of the applicable scheme.	
14.	9 of ICT SOA	Minimum Insurance Requirements - Other insurances	
	Conditions	Is other insurance required?	Yes       No         Type of insurance:       < <the insurance="" of="" type="">&gt;         Sum Insured:       &lt;<insert amount="" be="" insured="" to="">&gt;&gt;         Policy No:       &lt;<insert number="" policy="">&gt;&gt;         Insurance Provider:       &lt;<insert insurance="" provider="">&gt;&gt;         Named Insured:       <insert name="" on="" policy="" the="">&gt;&gt;         Expiry Date of Policy:       &lt;<insert date="" expiry="" the="">&gt;</insert></insert></insert></insert></insert></the>
15.	1.1 and 10	Performance Guarantee	
	of ICT SOA Conditions	<ul> <li>Is a Performance Guarantee required under the ICT Arrangement?</li> <li>If "YES" then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Principal which will be relied upon under the Arrangement for all Customer Contracts.</li> <li>If "NO", then state "Not Required".</li> </ul>	Yes No Date: < <specify by="" date="" guarantee="" is="" performance="" required="" the="" which="">&gt; Name of Guarantor: &lt;<insert guarantor="" name="" of="" the="">&gt;</insert></specify>
		<ul> <li>If "YES" a Performance Guarantee is required, does the Contractor have a Performance Guarantee in place with the GITC Contract Authority?</li> <li>If "YES" then the Principal will rely upon such Performance Guarantee under the ICT Arrangement for all Customer Contracts.</li> <li>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 the ICT Arrangement for all Customer Contracts.</li> </ul>	Yes 🗌 No 🗍

16.	1.1 & 11 of	Financial Security	
10.	ICT SOA Conditions	Is a Financial Security required under the ICT	Yes 🗌 No 🗌
	Conditions	<ul> <li>Arrangement?</li> <li>If "YES" then the Contractor must complete and attach a Financial Security in a form acceptable to the Principal, which will be relied upon under the Arrangement for all</li> </ul>	Amount: <pre><specify aggregate="" maximum="" required="" sum="" the="">&gt; Name of Guarantor:&lt;<specify guarantor="" name="" of="" the=""></specify></specify></pre>
		<ul><li>Customer Contracts.</li><li>If "NO", then state "Not Required"</li></ul>	
		• If " <b>YES</b> ": a Financial Security is required under the ICT Arrangement does the Contractor have a Financial Security in place with the GITC Contract Authority?	Yes No No. of Contracts: < <specify current<br="" number="" of="" the="">Customer Contracts relying on this Financial Security&gt;&gt;</specify>
		<ul> <li>If "YES" then the Principal will rely upon such Financial Security under the ICT Arrangement for all Customer Contracts.</li> </ul>	Details < <specify any="" claims="" details="" regarding="">&gt;</specify>
		<ul> <li>If "NO", then the Contractor must complete and attach a Financial Security in a form acceptable to the Principal, which will be relied upon under the ICT Arrangement for all Customer Contracts.</li> </ul>	
17.	18 of ICT SOA Conditions	<b>Confidentiality</b> Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality?	Yes 🗌 No 🗌
		• If " <b>YES</b> " then the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Principal, which will be relied upon under the ICT Arrangement for all Customer Contracts.	
18.	19 of ICT SOA Conditions	<b>Privacy &amp; Personal Information</b> Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of privacy?	Yes 🗌 No 🗌
		• If " <b>YES</b> " then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Principal, which will be relied upon under the ICT Arrangement for all Customer Contracts.	
19.	1.1 & 22 of ICT SOA Conditions	Delivery Period	< <specify are="" during="" period="" products="" the="" to<br="" which="">be supplied and/or the Services are to be performed&gt;&gt;</specify>
20.	23 of ICT SOA Conditions	Performance Review	< <specify (e.g.="" criteria="" key<br="" performance="" review="" the="">performance indicators [KPI]) for the ICT Arrangement&gt;&gt; &lt;<specify frequency="" of="" performance="" review<br="" the="">meetings for the ICT Arrangement&gt;&gt;</specify></specify>
			< <specify and="" arrangement="" data="" documentation,="" for="" ict="" reports="" required="" the="">&gt;</specify>
			< <specify (including="" above="" and="" data="" documentation,="" for="" format="" kpi's)="" reports="" the="">&gt;</specify>

21.	29.1(a) of	Notice relating to the ICT Arrangement –	Address: < <insert address="" for<="" principal's="" th=""></insert>		
	ICT SOA Conditions	Principal's Address for Notices	Notices>> Facsimile No: < <insert facsimile="" for<="" no.="" principal's="" th=""></insert>		
			Notices>> Email Address: < <insert address="" email="" for<br="" principal's="">Notices&gt;&gt;</insert>		
22.	29.1(b) of ICT SOA	Notice relating to the ICT Arrangement – Contractor's Address for Notices	Address: < <insert address="" contractor's="" for<br="">Notices&gt;&gt;</insert>		
	Conditions		Facsimile No: < <insert contractor's="" facsimile="" for="" no.="" notices="">&gt;</insert>		
			Email Address: < <insert address<br="" contractor's="" email="">for Notices&gt;&gt;</insert>		
23.	1.1 of ICT SOA Conditions	Specifications	< <specify any="" descriptive<br="" of="" or="" technical="" the="" totality="">specifications of functional, operational, performance or other characteristics relating to the Deliverable and/or System requirements under the ICT Arrangement&gt;&gt;</specify>		
24.	13 of ICT SOA Conditions	Requirements for Products and/or Services	< <specify are="" be="" if="" other="" products="" than<br="" the="" to="">new/unused condition and of recent origin.&gt;&gt;</specify>		
25.	1.1 of GITC Part 2	Specified Personnel	<pre>&lt;<specify (if="" all="" and="" any="" any),="" are="" arrangement="" be="" contracts="" customer="" dedicated="" ict="" including="" key="" names="" of="" personnel="" personnel,="" qualifications="" specified="" the="" to="" who="">&gt; &lt;<specify (e.g.="" -="" 5="" above="" any="" day)="" doe="" hours="" john="" limitations="" per="" the="" to="">&gt;</specify></specify></pre>		
26.	1.1 of GITC Part 2	System	< <specify intended="" meet="" operating="" system="" the="" the<br="" to="">Customer's needs of which the Product will form part of&gt;&gt;</specify>		
27.	1.1 of GITC Part 2	Warranty Period (System)	< <specify (if="" applicable)="" of="" period="" system="" the="" warranty="">&gt;</specify>		
28.	3.1 of GITC Part 2	Pricing Maximum Price for Deliverable	< <specify deliverables="" for="" price="" structure="" the="">&gt;</specify>		
29.	6.1 of GITC Part 2	Intellectual Property Rights in New Contract Material	< <choose intellectual<br="" of="" ownership="" terms="" the="">Property applicable to the ICT Arrangement&gt;&gt;</choose>		
			Schedule C2 - Intellectual Property Ownership – Model 1 – Option A ( <i>Customer</i> – owned - no licence back to Contractor); or		
			Schedule C2 - Intellectual Property Ownership – Model 1 – Option B (Customer – owned - licence back to Contractor); or		
			Schedule C2 - Intellectual Property Ownership – Model 2 (Contractor owned – licensed back to the Customer); or		
			Schedule C2 - Intellectual Property Ownership – Model 3 (Co-ownership – non- consultative co-ownership); or		
			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.		
			<ul> <li>the proportions and terms on which the Principal (on behalf of a Customer) and Contractor own the Intellectual Property Rights in New Contract Material, including Updates and New Releases.</li> </ul>		

			<ul> <li>the terms and conditions on which the New Contract Material may be exploited by either Party&gt;&gt;</li> <li>&lt;<specify contract<br="" existing="" if="" in="" intellectual="" property="">Material is to be dealt with, in a manner other than as specified in Schedule C2 of GITC Part 2&gt;&gt;</specify></li> </ul>		
30.	20 of ICT SOA Conditions	Liability If no amount, "nil" or an indication of \$0 is specified, then the liability of Party will be unlimited.	< <specify (e.g.="" amount="" an<br="" cap="" liability="" of="" the="">amount of \$(x) million or (y) times the value of any Customer Contracts established as the result of the ICT Arrangement&gt;&gt;</specify>		
31.		INTENTIONALLY LEFT BLANK			
32.	8.1 of GITC Part 2	<ul> <li>Customer Supplied Items (CSI)</li> <li>Are any CSI to be provided to the Contractor by the Customer under the Customer Contract?</li> <li>If "YES", please also complete Schedule S1 of GITC Part 4.</li> </ul>	<ul> <li>Yes No</li> <li>If "YES" then specify the following:</li> <li>any costs associated with the CSI that the Contractor will incur; and</li> <li>any costs associated with preserving, forwarding or disposing of any damaged CSI that the Contractor will incur.</li> </ul>		
33.	8.4 of GITC Part 2	Site Specification and Preparation	Specify if the Contractor is to inspect a Site and provide a suitable Site Specification to a Customer>> < <specify contractor="" for<br="" if="" is="" responsible="" the="">undertaking the Site preparation&gt;&gt;</specify>		
34.	9.1 of GITC Part 2	Compliance with Laws, Standards and Codes			
35.	9.4 of GITC Part 2	Contractor's Warranty	< <specify and="" any="" assurance="" compliance<br="" quality="">requirements required during the ICT Arrangement Term by the Contractor&gt;&gt; &lt;<specify alternative="" are="" for<br="" if="" required="" requirements="">the Product&gt;&gt;</specify></specify>		
36.	10.3 of GITC Part 2	<ul> <li>Approved Parties Are any Approved Parties to be associated with the ICT Arrangement and any Customer Contract? <ul> <li>If "YES", please provide full details (including their involvement in the ICT Arrangement and Customer Contract) and complete Schedule S9 of GITC Part 4.</li> </ul></li></ul>	Yes 🗌 No 🗌		
37.	11.1 of GITC Part 2	Management Committee for the ICT Arrangement Is a management committee to be established under the ICT Arrangement?	Yes       No         If "YES" then specify the following:         Date:       < <specify b="" committee="" date="" established="" is="" management="" to="">&gt;         Authorised Representatives:       &lt;<insert name="" s="">&gt;         Principal's Representative:       &lt;<insert name="">&gt;         Contractors Representative:       &lt;<insert name="">&gt;         &lt;<specify committee's="" functions="" management="" other="" the="">&gt;</specify></insert></insert></insert></specify>		

38.	11.2 of GITC Part 2	<b>Progress Reporting</b> Is the Contractor to maintain a Work-in-Progress Diary?	Yes 🗌 No 🗌
		If " <b>YES</b> " please complete Schedule S14 of GITC Part 4	
39.	11.3 of GITC Part 2	Customer Contract Review Procedures	< <specify and<br="" any="" for="" intervals="" service="" specific="" time="">performance reviews under the ICT Arrangement&gt;&gt; &lt;<specify any="" be="" matters="" other="" reviewed="" to="">&gt;</specify></specify>
40.	11.7 of GITC Part 2	<ul> <li>Escrow of Source Code</li> <li>Is Escrow required?</li> <li>If "YES", specify any costs associated with the escrow agreement and complete and attach Schedule S8 of GITC Part.</li> </ul>	Yes No < <specify any="" arrangement="" associated="" costs="" escrow="" the="" with="">&gt;</specify>
41.	12.1 of GITC Part 2	Delivery and Installation	< <specify be<br="" delivery,="" if="" may,="" prior="" product="" the="" to="">substituted by a modified or upgraded version&gt;&gt; &lt;<specify contractor="" if="" install="" is="" product<br="" the="" to="">and if so, specify the time and manner of installation&gt;&gt; &lt;<specify any="" associated="" costs="" details="" of="" the<br="" with="">delivery and/or installation (eg if not free into store, if</specify></specify></specify>
			Control of the statistication (eg if not nee into store, if installation is not included in standard price) >> < <specify <b="" if="" is="" material="" packaging="" product="" the="">NOT to be removed from the Site on or before AAD &gt;&gt; &lt;<specify also="" any="" associated="" be="" costs="" customer="" for="" if="" include="" is="" please="" pre-installation="" responsible="" testing.="" the="" to="" with="">&gt; <specify <b="" customer="" if="" should="" the="">NOT install the Product upon delivery &gt;&gt; <specify affected="" any="" be="" by="" if="" is="" p="" the<="" to="" warranty=""></specify></specify></specify></specify>
42.	12.2 of GITC Part 2	Title and Risk	Customer installing or configuring the Product>> < <specify deliverable="" each="" for="" if="" is<br="" of="" the="" title="" transfer=""><b>NOT</b> immediately upon the AAD&gt;&gt;</specify>
			< <specify is="" title="" transferred="" when="">&gt;</specify>
43.	12.4 of GITC Part 2	<ul> <li>Acceptance Testing</li> <li>Is Acceptance Testing required for the Deliverable?</li> <li>If "YES" specify the Acceptance Test Period; and complete and attach Schedule S11 of GITC Part 4.</li> </ul>	Yes No <a></a> < <specify acceptance="" period="" testing="" the="">&gt;</specify>
44.	12.6 of GITC Part 2	Documentation	< <specify any="" available<br="" be="" documentation="" made="" to="">by the Contractor to a Customer under the ICT Arrangement&gt;&gt; &lt;<specify additional="" copies="" number="" of="" the="" the<br="">Documentation available for purchase by the Customer (if applicable)&gt;&gt; &lt;<specify copies="" delivery="" of="" period="" the="" the<br="" which="">Documentation can be delivered to a Customer&gt;&gt; &lt;<specify (if="" 2="" any)="" associated<="" costs="" in="" p="" schedule="" the=""></specify></specify></specify></specify>
			<pre>with any additional Documentation&gt;&gt; &lt;<specify be="" by="" can="" contractor="" documentation="" in="" medium="" provided="" the="" which="">&gt;</specify></pre>

45	40.7 (	<b>-</b>	
45.	12.7 of GITC Part 2	Training	<< Specify any training the Contractor can provide to a Customer to enable the Customer to:
			conduct relevant Acceptance Testing (if required)     and/or
			operate the Deliverable>>
			< <specify (if="" any)="" associated="" costs="" the="" this="" training="" with="">&gt;</specify>
46.	12.9 of GITC Part 2	Retention of Monies	< <specify (if="" a="" any)="" be="" by="" contract="" customer="" of="" portion="" price="" retained="" the="" to="">&gt;</specify>
			< <specify:< td=""></specify:<>
			• the period for which the retained portion must be held; or
			<ul> <li>the Milestones/events at which the retained portion may be released.&gt;&gt;</li> </ul>
47.	13.1 of GITC Part 2	Payment of the Customer Contract under the ICT Arrangement Price	< <specify any="" are="" due="" of="" payments="" the="" timing="" when="">&gt;</specify>
			< <specify methods="" payment="" permissible:<="" td="" the=""></specify>
			• cash;
			cheque;
			Queensland Government Corporate Credit Card; and/or
			electronic funds transfer.
			<ul> <li>if electronic funds transfer, please specify the following:</li> </ul>
			- Bank;
			- Branch Code No.; and
			<ul> <li>Account Code&gt;&gt;</li> </ul>
			< <specify above="" any="" methods="" of<br="" on="" restrictions="" the="">Payment chosen&gt;&gt;</specify>
48.	13.2 of GITC Part 2	Invoices and Time for Payment	< <specify a="" aad="" due="" if="" is="" midnight="" of="" on="" other="" payment="" product="" than="">&gt;</specify>
			(N.B: not required if a Project, Implementation and Payment Plan – Schedule S2 of GITC Part 4 exists)
			< <specify a="" and="" date="" for="" of="" payment="" service="" terms="" the="">&gt;</specify>
			(N.B: not required if a Project, Implementation and Payment Plan – Schedule S2 of GITC Part 4 exists)
			< <specify a<br="" if="" of="" payment="" period="" the="">Correctly Rendered Invoice is to be other than 30 days&gt;&gt;</specify>
			< <specify (if="" additional="" any="" applicable),="" are="" by="" customer="" details="" if="" invoice="" required="" the="">&gt;</specify>

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## SCHEDULE 2: LIST OF PRODUCTS AND/OR SERVICES INCLUDING PRICE

Description	Unit Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
< <insert and="" description="" item="" or="" products="" services="">&gt;</insert>	\$	\$	\$
Delivery and installation details and charges applicable to the	\$	\$	
Taxes, duties or other charges and their details associated w Services applicable to the ICT Arrangement	\$	\$	
TOTAL ICT ARRANGEMENT PRICE		\$	

The following Products and/or Services and Pricing form part of the ICT Arrangement.

<<specify when and manner in which the Price is payable>> <<specify time and manner in which the Contractor must submit invoices>>

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Description	Details		
Any conditions that may affect the Pricing:	< <inset affect="" conditions="" may="" pricing="" that="" the="">&gt;</inset>		
Any Approved Expenses that are associated with the ICT Arrangement:	< <insert any="" approved="" are="" associated="" expenses="" ict<br="" the="" which="" with="">Arrangement&gt;&gt;</insert>		
Any other Price or cost that may be charged to a Customer for the supply of the Products and/or Services under the ICT Arrangement.	< <insert a="" any="" be="" charged="" customer="" for="" may="" other="" price="" that="" the<br="" to="">supply of the Products and/or Services under the ICT Arrangement&gt;&gt;</insert>		
Specify if the Prices offered are either:			
"Firm" - that is the Price does not change for the duration of the Customer Contract, unless the scope of the work changes;	Yes No		
OR	OR		
" <b>Fixed</b> " - that is the Price is firm in time and is subject to fluctuations only in changed economic circumstances (such as movement in exchange rate or consumer price index).	Yes No		
If " <b>Fixed</b> ", please specify the period from the ICT Arrangement Commencement Date within which, or the date to which, the proposed Pricing will remain firm prior to the application of the variables.	Period: < <specify period="">&gt; OR Date: &lt;<insert date="">&gt;</insert></specify>		
At the conclusion of the 'Fixed' period, Pricing is subject to:			
Exchange Rate fluctuations;	Yes No		
	If " <b>YES</b> " please refer to Schedule 4 – Conditions Relating to Price Variations (Exchange Rate Movements) and also in Schedule 5 - Cost Breakdown of Price (if applicable).		
Consumer Price Index variations; or	Yes No		
	If " <b>YES</b> " please refer to Schedule 6 - Conditions Relating to Price Variations (Consumer Price Index [CPI]).		
Other factors.	Yes 🗍 No 🗍		
	If " <b>YES</b> " please refer to Schedule 7 - Conditions Relating to Price Variations (Other Factors).		
Please note any 'Fixed' Pricing movements will be in accordance with clause 12 of the ICT Standing Offer Arrangement Conditions.			

### Other Pricing Issues (clauses 1.1 of ICT Standing Offer Arrangement Conditions and clause 13 of GITC Part 2)

### Discount and Rebate (clause 13 of GITC Part 2)

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

### Payment Method (clause 13 of GITC Part 2)

Description	Details	
Can payment by corporate credit card be accepted by the Contractor?	Yes 🗌 No 🗌	
Other payment methods acceptable to the Contractor:	< <insert acceptable="" methods="" other="" payment="">&gt;</insert>	
Restrictions to apply on the above methods of payment:	< <insert above="" any="" apply="" details="" methods="" of="" on="" payment="" restrictions="" that="" the="">&gt;</insert>	

## SCHEDULE 3: ADDITIONAL PROVISIONS

These terms and conditions reflect variations and/or additions to the Specification and/or ICT Standing Offer Arrangement Conditions Versions 003 – dated 1 July 2011 and are deemed to be incorporated into each Customer Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

The ICT Arrangement includes the following Additional Provisions to the Specification and/or ICT Standing Offer Arrangement Conditions Version 003 – dated 1 July 2011.

Parts	Clause Number	Departures/ Variations/Additions
Specifications	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>
ICT Standing Offer Arrangement Conditions:		
Section A – ICT Arrangement	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>
Section B – ICT Conditions of Customer Contract	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>
Schedules of ICT Arrangement		
Schedule 1 – ICT Arrangement Details	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>
Schedule 2 – Products and/or Services and pricing	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>
Schedule A – GITC General Order	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>
Schedule B – GITC Module Order	< <insert clause<br="">number&gt;&gt;</insert>	< <insert additions="" departures,="" details="" of="" variations,="">&gt;</insert>

## SCHEDULE 4 – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE MOVEMENTS)

## NOTE TO PRINCIPAL

Please delete this Schedule if not applicable.

Exchange Rate Movements (clauses 12 and 24 of the ICT Standing Offer Arrangement Conditions)			
The Price for Products, 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 a Price variation may be applied are detailed below:			
(a) Brief description of item.			
< <insert brief="" description="" item="" of="">&gt;</insert>			
(b) Customs tariff item number.			
< <insert item="" number="" tariff="">&gt;</insert>			
(c) Rate of duty.			
< <insert duty="" of="" rate="">&gt;</insert>			
(d) Amount of duty payable.			
< <insert amount="" duty="" of="" payable="">&gt;</insert>			
(e) Does the Price include this duty?			
Yes No			
(f) Rate of exchange on which the Price is based.			
< <insert exchange="" of="" rate="">&gt;</insert>			
(g) Date at which this rate of exchange applied.			
< <insert date="">&gt;</insert>			
(h) The Free on Board (FOB) Price subject to duty, in the foreign currency concerned.			
< <insert concerned="" currency="" foreign="">&gt;</insert>			
(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="">&gt;</insert>			

## SCHEDULE 5 – COST BREAKDOWN OF PRICE

## NOTE TO PRINCIPAL

Please delete this Schedule if not applicable.

ltem No.	Overseas Component Costs (including Duty and Customs Clearance Charges) (include other Overseas Charges)	Australian Component Costs \$ c	Total Price \$ c
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$
< <insert item<br="">number&gt;&gt;</insert>	< <insert component="" costs="" overseas="">&gt;</insert>	\$	\$

N.B. Total of overseas and Australian costs should equal Price specified in Schedule 2.

## SCHEDULE 6 - CONDITIONS RELATING TO PRICE VARIATIONS (CONSUMER PRICE INDEX [CPI])

#### NOTE TO PRINCIPAL

Please delete this Schedule if not applicable.

#### Consumer Price Index (CPI) Variations (clauses 12 and 24 of the ICT Standing Offer Arrangement Conditions)

The Price for Products and/or Services may increase or decrease to take into consideration movements in the Consumer Price Index Brisbane (All Groups), as published by the Australian Bureau of Statistics. The conditions under which a Price variation may be applied are detailed below:

(a) Name of Australian Bureau of Statistics (ABS) Index (e.g. Consumer Price Index, Product Price Index etc.)

<<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 the Price is based.

<<insert details>>

## SCHEDULE 7 - CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS)

NOTE TO PRINCIPAL
-------------------

Please delete this Schedule if not applicable.

Other factors (clauses 12 and 24 of the ICT Standing Offer Arrangement Conditions)				
	The Price for Products and/or Services, may increase or decrease, to take into consideration other factors (other than a variation in exchange rate and duty or consumer price index). The conditions under which a Price variation may be applied are detailed below:			
(a)	Specify the factors where a variation in costs to the Contractor will cause a variation in the Price (no price increase will be allowed for any factor not declared below).			
< <insert< td=""><td>details&gt;&gt;</td></insert<>	details>>			
(b)	The methodology applied to determine the variation in the Price.			
< <insert details="">&gt;</insert>				
(c)	Are Prices bases solely on a published list?			
Yes	□ No □			
(d)	The percentage discount off the published price list, which will be the minimum discount in any variation.			
< <insert "not="" applicable"="" discount="" offered="" or="" percentage="">&gt;</insert>				

## 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 003 – dated 1 July 2011 located via <u>www.qgcpo.qld.gov.au</u> – under 'Government terms and conditions', along with any additional ICT standing offer arrangement conditions.

Schedule A performs the function of a template General Order for each Customer Contract entered into under the ICT Arrangement. However, many of the items that would appear in a standard GITC General Order will be specified in Schedule 1 above and those items are deemed to apply to all Customer Contracts entered into under the ICT Arrangement.

No.	Reference Clause No.	GITC Reference Clause Number and Title	Customer Contract Details
1.		ICT Arrangement Number	No. < <specify arrangement="" ict="" number="" the="">&gt;</specify>
2.		Contractor's GITC Agreement No	Q- < <insert agreement="" contractor's="" gitc="" number="">&gt;</insert>
3.	1.1 of GITC Part 2	Customer	Name:       State of Queensland (acting through < <insert agency="" department="" government="" name="" of="" or="" queensland="">&gt;)         OR       &lt;<insert entity,="" if="" name="" not="" of="" queensland="" state="" the="">&gt;         ABN/ACN:       &lt;<insert abn="" acn="" customer's="">&gt;         Address:       &lt;<insert address="" customer's="">&gt;</insert></insert></insert></insert>
4.		Customer's Project Manager	Name: < <insert contact<br="" customer's="" name="" of="">officer&gt;&gt;</insert>
			Address:       < <insert address="">&gt;         Telephone:       &lt;<insert number="" telephone="">&gt;         Facsimile:       &lt;<insert facsimile="" number="">&gt;         Email:       &lt;<insert address="" email="">&gt;</insert></insert></insert></insert>
5.		Officer Receiving the Invoice	Name: < <insert contact<br="" customer's="" name="" of="">officer&gt;&gt;</insert>
			Department: < <insert agency="" name="" of="">&gt;Address: &lt;<insert address="" contact="" officer's="">&gt;Telephone: &lt;<insert number="" telephone="">&gt;Facsimile: &lt;<insert facsimile="" number="">&gt;Email: &lt;&lt;<insert address="" email="">&gt;</insert></insert></insert></insert></insert>
6.	1.1 of GITC Part 2	Contractor	Name:       < <insert contractor="" full="" name="" of="" the="">&gt;         ABN/ACN:       &lt;<insert abn="" acn="" contractor's="">&gt;         Address:       &lt;<insert address="" contractor's="">&gt;         Telephone:       &lt;<insert contractor's="" no.="" telephone="">&gt;         Facsimile:       &lt;<insert contractor's="" facsimile="">&gt;         Email:       &lt;<insert address="" contractor's="" email="">&gt;         Contact       Person:       &lt;<insert contact="" contract="" contractor's="" for="" name="" of="" person="" the="">&gt;</insert></insert></insert></insert></insert></insert></insert>
7.		Delivery Address	< <specify address="" are="" be="" deliverables="" delivered="" delivery="" of="" the="" to="" where="">&gt;</specify>
8.	1.1 of GITC Part 2	Business Day	< <specify <i="" and="" days="" if="" normal="" outside="" timing="">Business <i>Day</i>, as defined in GITC Part 2&gt;&gt;</specify>
9.	1.1 of GITC Part 2	Contract Period Note: Any Warranty Periods MUST be incorporated into the Contract Period for the total Customer Contract.	The Contract Period for the Customer Contract is:

10.	1.1 of GITC Part 2	Contract Price	Refer to Schedule B.
11.	1.1 of GITC Part 2	Contract Specifications	< <specify any="" descriptive<br="" of="" or="" technical="" the="" totality="">specifications of functional, operational, performance or other characteristics relating to the Deliverable and/or System requirements&gt;&gt;</specify>
12.	1.1 of GITC Part 2	Deliverable	< <specify and="" be="" or="" products="" services="" supplied<br="" the="" to="">under the Customer Contract&gt;&gt;</specify>
13.	1.1 of GITC Part 2	Site	< <specify (as="" and="" applicable)="" be="" deliverable="" delivered="" installed="" is="" locations="" or="" the="" to="" where="">&gt;</specify>
14.	1.1 of GITC Part 2	Specified Personnel	< <specify including="" key="" personnel,="" specified<br="" the="">Personnel (if any), who are to be dedicated to the Customer Contract, as specified in item 25 of Schedule 1&gt;&gt; &lt;<specify (e.g.="" above="" any="" exemptions="" john<br="" the="" to="">Doe – 5 hours per day)&gt;&gt;</specify></specify>
15.	1.1 of GITC Part 2	System	< <specify intended="" meet="" operating="" system="" the="" the<br="" to="">Customer's needs of which the Product will form a part (if applicable)&gt;&gt;</specify>
16.	1.3 of GITC Part 2	Time of the Essence Is time to be of the essence in relation to the Contractor's general obligations under a Customer Contract?	Yes 🗌 No 🗌
		• If "YES", please provide details of the general obligations for which time is of the essence	Details: < <specify essence="" is="" milestones="" of="" the="" time="" where="">&gt;</specify>
		• If " <b>YES</b> " please specify any Milestones for which time is <i>NOT</i> of the essence.	Details: < <if any="" applicable,="" essence="" for="" is="" milestones="" not="" of="" specify="" the="" time="" which="">&gt;</if>
17.	5.4 of GITC Part 2	Confidentiality [Specify if limited disclosure of information regarding the Customer Contract is permitted by the Contractor or its Approved Parties] [Specify the terms and conditions relevant to this disclosure] [Specify if disclosure of the Contractor's Confidential Information is permitted by the Customer] [Specify the terms and conditions relevant to this disclosure] [Specify if limited disclosure of the Customer's Confidential Information is permitted by the Contractor or its Approved Parties] o if "YES", please complete Schedule S6 of GITC Part 4. [Specify the terms and conditions of this disclosure] [Specify any specific Customers who are not entitled to obtain Confidential Information in relation to the Contractor]	Yes No
18.	5.5 of GITC Part 2	Privacy and Disclosure of Personal Information Is a Deed of Privacy required?	Yes 🗌 No 🗍
		<ul> <li>If "YES" please complete Schedule S10 of GITC Part 4</li> </ul>	

19.	5.6 of GITC Part 2	Secrecy and Security	< <specify any="" of="" or="" requirements="" secrecy="" security="" the<br="">Customer that the Contractor is to comply with during the Customer Contract&gt;</specify>
20.	7.1 of GITC Part 2	Liability	<ul> <li>(a) Specify those liabilities that are not to be excluded as indirect or consequential loss.</li> <li>(b) Specify if liability is to be capped. If "NO", then liability remains uncapped for both Parties. If "YES": <ul> <li>(i) Specify whether the liability is to be capped:</li> <li>per occurrence; or</li> <li>in the aggregate for all occurrences including over what period (eg. refreshed annually, etc).</li> </ul> </li> <li>(ii) the amount of the liability cap (eg. an amount of \$(x) million or (y) times the value of the Customer Contract).</li> </ul>
21.	7.2 of GITC Part 2	Indemnity	<ul> <li>(a) Specify if indemnity is to be capped.</li> <li>If "NO", then indemnity remains uncapped for both Parties.</li> <li>If "YES": <ul> <li>(i) Specify whether the Indemnity is to be capped:</li> <li>o per occurrence; or</li> <li>o in the aggregate for all occurrences including over what period (eg. refreshed annually, etc).</li> </ul> </li> <li>(ii) the amount of the indemnity cap (eg. an amount of \$(x) million or (y) times the value of the Customer Contract).</li> </ul>
22.	8.1 of GITC Part 2	<ul> <li>Customer Supplied Items (CSI)</li> <li>Are any CSI to be provided to the Contractor by the Customer under the Customer Contract, as specified in item 34 of Schedule 1?</li> <li>If "YES", please complete Schedule S1 of GITC Part 4 and specify any costs associated with the CSI that the Contractor will incur.</li> </ul>	Yes No <pre></pre>
23.	8.2 of GITC Part 2	Customer's Data and Processing Environment	< <specify customer's="" environment<br="" processing="" the="">relevant to the Deliverables under the Customer Contract&gt;&gt; &lt;<specify any<br="" contractor="" if="" is="" provide="" the="" to="">assistance or training relating to: • installation; or • use of a Product or operation of System equipment&gt;&gt; &lt;<specify any="" assistance<br="" associated="" costs="" with="">or training in relation to the processing environment that the Customer will incur&gt;&gt;</specify></specify></specify>

24.	8.3 of GITC	Customer's Personnel	
	Part 2	Are any of the Customer's Personnel involved	
		with the Customer Contract? If applicable, specify the Customer's Personnel involved with the Customer Contract and complete Schedule S1 of GITC Part 4.	< <insert customer's="" names="" of="" personnel="">&gt;</insert>
25.	10.3 of	Approved Parties	
	GITC Part 2	Are any Approved Parties to be associated with the Customer Contract, as chosen by the Customer from those specified in item 38 of Schedule 1?	Yes 🗌 No 🗌
		• If "YES", please provide full details (including their involvement in the Customer Contract) and complete Schedule S9 of GITC Part 4.	
26.	11.4 of	Project, Implementation and Payment Plan	
	GITC Part 2	Is a Project, Implementation and Payment Plan applicable to the Customer Contract?	Yes 🗌 No 🗌
		• If "YES", please complete Schedule S2 of GITC Part 4.	
27.	11.5 of	Staged Implementation	
	GITC Part 2	Does Stage Implementation apply to the Customer Contract?	Yes 🗌 No 🗌
		• If "YES" please specify within the PIPP (Schedule S2 of GITC Part 4) details relating to the timing of notification required by the Customer to the Contractor to commence work on the following Stages of the Deliverable.	
28.	11.6 of	Liquidated Damages	
	GITC Part 2	Are Liquidated Damages applicable to the Customer Contract?	Yes No Second Se
			<ul> <li>Stage to be covered to which the Liquidated</li> </ul>
			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
			<ul> <li>the period of days, if other than 90 days, from which Liquidated Damages are to apply.&gt;&gt;</li> </ul>
29.	12.1 of	Delivery and Installation	< <specify delivery="" for="" of="" product="" the="" time="">&gt;</specify>
	GITC Part 2		< <if (refer="" contractor="" install="" is="" item<br="" product="" the="" to="">44 of Schedule 1), specify the time and manner of installation&gt;&gt;</if>
30.	12.6 of GITC Part 2	Documentation	<pre>&lt;<specify 1="" 48="" any="" arrangement,="" as="" available="" be="" by="" contractor="" customer="" documentation="" ict="" in="" item="" made="" of="" schedule="" specified="" the="" to="" under="">&gt;</specify></pre>
			< <specify additional="" copies="" number="" of="" the="" the<br="">Documentation being purchased by the Customer (if applicable)&gt;&gt;</specify>
			< <specify are="" be="" copies="" customer="" delivered="" delivery="" documentation="" of="" period="" the="" to="" which="">&gt;</specify>

			with the addition < <specify th="" the<=""><th>osts (if any) in Schedule 2 associated nal Documentation&gt;&gt; medium in which the Documentation by the Contractor&gt;&gt;</th></specify>	osts (if any) in Schedule 2 associated nal Documentation>> medium in which the Documentation by the Contractor>>
31.	12.7 of GITC Part 2	Training	< <specify be="" by="" provided="" the="" the<br="" to="" training="">Contractor to the Customer to enable the Customer to:</specify>	
			conduct     required);	relevant Acceptance Testing (if and/or
			• operate the Deliverable,	
			as specified in i	tem 49 of Schedule 1.>>
			< <specify the="" training="">&gt;</specify>	costs (if any) associated with this
32.	13.4 of GITC Part 2	Credit/Debt Card or Electronic Facility	< <specify any="" card="" credit="" debt="" electronic="" facilities<br="" or="">that the Customer may use to pay the Customer Contract&gt;&gt;</specify>	
33.	17.8 of GITC Part	Notice Relating to the Customer Contract – Customer's address for Notices	Address:	< <insert address="" customer's="" for<br="">Notices&gt;&gt;</insert>
	2		Facsimile No:	< <insert customer's="" facsimile="" for="" no.="" notices="">&gt;</insert>
			Email Address:	< <insert address<br="" customer's="" email="">for Notices&gt;&gt;</insert>
34.	17.8 of GITC Part	Notice Relating to the Customer Contract – Contractor's Address for Notices	Address:	< <insert address="" contractor's="" for="" notices="">&gt;</insert>
	2		Facsimile No:	< <insert contractor's="" facsimile="" no.<br="">for Notices&gt;&gt;</insert>
			Email Address:	< <insert address<br="" contractor'="" email="">for Notices&gt;&gt;</insert>

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#### SCHEDULE B – MODULE ORDER

The following Module Orders will be applicable to any Customer Contracts established as a result of the ICT Arrangement:

<<insert Module Order Number and Title>>

**Privacy Statement** - The Principal is collecting Personal Information from the Contractor for the purpose of administering the ICT Arrangement and any Customer 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 ICT Arrangement and any Customer 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.