Information and Communication Technology (ICT)

Standing Offer Arrangement Conditions

For the provision of
Products and/or Services

Version 001 – dated 11 April 2008

Queensland Government

Introduction

In 2007 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:
> Chief Procurement Officer
> Qld Government Chief Procurement Office
> Department of Public Works
> GPO Box 123
> Brisbane   Qld   4001

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ICT STANDING OFFER ARRANGEMENT CONDITIONS

1.1 Definitions

In these ICT Standing Offer Arrangement Conditions, unless the context otherwise requires, the following definitions will apply. Other capitalised words and expressions used in these ICT Standing Offer Arrangement Conditions are defined in the Government Information Technology Contracting (GITC) – Part 2 and Part 3 (as applicable). In the event of any conflict between the definitions contained within these ICT Standing Offer Arrangement and GITC - Part 2 and Part 3 (as applicable) then the definitions contained within these ICT Standing Offer Arrangement Conditions will prevail.

"**Additional Provisions**" means:

(a)   any terms and conditions, that are agreed between the Contract Authority and the Contractor and where included in Schedule A2(A) of GITC Part 1, these terms and conditions reflect variations to the standard provisions of the Agreement and shall be incorporated into this ICT Arrangement and each Customer Contract. These terms and conditions must not be further amended by the Principal, the Customer and the Contractor prior to being incorporated into this ICT Arrangement or a Customer Contract, without the consent of the Contract Authority; and

(b)   any terms and conditions that are agreed between the Principal and the Contractor and included in Schedule 3;

"**Conflict of Interest**" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under this ICT Arrangement or a Customer Contract fairly and objectively;

"**Contractor**" means in relation to the:

(a)   ICT Arrangement - the entity specified in item 5 of Schedule 1; and

(b)   Customer Contract – the entity specified in item 4 of Schedule A;

"**Customer**" means in relation to the:

(a)   ICT Arrangement - the entity specified in item 6 of Schedule 1; and

(b)   Customer Contract – as defined in clause 1.1 of GITC – Part 2, and the entity specified in item 3 of Schedule A;

"**Customer Contract**" means the legally binding contract as agreed between the Customer and the Contractor on the terms and conditions of this ICT Arrangement as specified in clause 5.7 for the provision of the Products and/or Services;

"**Deed of Agreement**" or "**Deed**" means the deed entered into between the Principal and Contractor under which the ICT Arrangement is established, on the terms and conditions of these ICT Standing Offer Arrangement Conditions;

"**Deliverable**" means in relation to the:

(a)   ICT Arrangement - the Products and/or Services specified in Schedule 2; and

(b)   Customer Contract – as defined in clause 1.1 of GITC – Part 2;

"**Delivery Period**" means the period specified in item 19 of Schedule 1, in which the Products and/or Services will be supplied and/or performed by the Contractor to the Customer;

"**Eligible non-Government Body**" or "**Non-Government Body**" means a body (including a private school), other than a Department or Agency, which is

(a)   directly or indirectly, partially or entirely funded by the Commonwealth, State or Territory;

(b)   non-profit making; and/or

(c)   another entity,

from time to time approved by the Principal to acquire a Product and/or Services in accordance with this ICT Arrangement;

"**Financial Security**" means the unconditional financial security as specified in clause 11 of Section A and clause 34 of Section B;

"**General Order**" means an order substantially in the form of Schedule A, which contains the agreed terms and conditions for the supply of the Products and/or Services by the Contractor to a Customer;

"**GITC**" means the Government Information Technology Contracting Version 5.01 Framework;

"**GST Amount**" means the amount of GST payable in respect of any taxable supply under the Customer Contract, calculated at the rate of GST applicable at the time;

"**ICT Arrangement Commencement Date**" means either:

(a)   the date specified in item 7 of Schedule 1;

(b)   if no date is specified in item 7 of Schedule 1, or is otherwise agreed in writing between the Parties, the date of execution of the Deed, and if the Deed is executed by the Parties on different dates, the date the last Party to the Deed gives Notice to the other Party in accordance with clause 25 that it has executed the Deed;

"ICT Arrangement Completion Date" means the expiry date specified in item 8 of Schedule 1, or as otherwise agreed in writing between the Parties;

"ICT Arrangement Term" means the term of this ICT Arrangement, as specified in item 9 of Schedule 1;

"**ICT Conditions of Customer Contract**" means the terms and conditions of the Customer Contract as specified in Section B and any additional conditions of customer contract as specified in the ICT Invitation;

"ICT Invitation to Offer" or "**ICT Invitation**" means the documentation issued by the Principal, inviting Offers for the provision of the Products and/or Services;

"ICT Standing Offer Arrangement" or **"ICT Arrangement"** means an arrangement (including without limitation a standing offer arrangement, a register of pre-qualified suppliers, panel arrangement or preferred supplier arrangement) comprising the documents specified in clause 5.1;

"ICT Standing Offer Arrangement Conditions" or **"ICT Arrangement Conditions"** means these terms and conditions of this ICT Arrangement (Sections A and B) and includes the attached Schedules and any additional standing offer arrangement conditions, as specified in Part 5 of the ICT Invitation;

"Notice" means a notice in writing which may be given by personal delivery, pre-paid postage or facsimile to the Party's business address or registered office or, except for a notice under clauses 21, 23 or 24, notice given by email to a Party's nominated email address;

"Offer" means the offer submitted by the Contractor;

"Parties" means in relation to the:

(a)   ICT Arrangement – the Principal and the Contractor; and

(b)   Customer Contract – the Customer and Contractor;

"Performance Guarantee" means the performance guarantee as specified in clause 10 of Section A and clause 33 of Section B;

"Price" means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for a Deliverable, as specified in Schedules 2 and B, in Australian dollars and unless otherwise specified in Schedule 2 is inclusive of packaging, handling, freight, GST and all other duties, taxes and charges,

"Principal" means the entity specified in item 4 of Schedule 1 who is responsible for this ICT Arrangement;

"Principal's Authorised Officer" means the person specified in item 10 of Schedule 1, who is the Principal's representative and point of contact for this ICT Arrangement;

"Products" means the material, plant, item or equipment as specified in Schedule 2 in relation to this ICT Arrangement and Schedule B in relation to any subsequent Customer Contract/s (if applicable);

"Project Manager" means the person nominated by the Principal to oversee and supervise the technical requirements of the Specifications under this ICT Arrangement, as specified in item 11 of Schedule 1, or other person nominated from time to time by the Principal as the Project Manager;

"Records" means all material including but not limited to books, documents, information computer software, equipment and data stored by any means disclosed, or made available, by the Principal to the Contractor in connection with the performance of this ICT Arrangement and includes a copy of any Records.

"Schedules" means the schedules which are part of this ICT Arrangement and any subsequent Customer Contract;

"Services" means the services as specified in Schedule 2 in relation to this ICT Arrangement and Schedule B in relation to any subsequent Customer Contract/s (if applicable);

"Specification" means the detailed description of the Principal's requirements as specified in the ICT Invitation, specifying the nature of the Products and/or Services for which Offers were sought.

1.2   Interpretation

1.2.1   In these ICT Standing Offer Arrangement Conditions the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of these ICT Standing Offer Arrangement Conditions.

1.2.2   The following rules shall apply in interpreting these ICT Standing Offer Arrangement Conditions unless the context otherwise requires:

(a)   words importing a gender include the other gender;

(b)   words in the singular include the plural and vice versa;

(c)   all dollar amounts refer to Australian currency;

(d)   a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;

(e)   a reference to an entity or person includes an individual, corporation, partnership or other legal entity;

(f)   a party includes its executors, administrators, liquidators, successors and permitted assigns;

(g)   "consent" means prior written consent;

(h)   "in writing" means either by letter, email or facsimile;

(i)   a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to these ICT Standing Offer Arrangement Conditions;

(j)   if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Parties agree otherwise;

(k)   if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;

(l)   a clause is a reference to all of its sub-clauses; and

(m)   a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

SECTION A – ICT ARRANGEMENT

2. PRINCIPAL

2.1 The Principal is responsible for the administration of this ICT Arrangement on behalf of the State and has authority to act on behalf of the State in this respect.

2.2 The Principal is entitled to suspend in accordance with clause 21 or terminate in accordance with clause 23, this ICT Arrangement.

3. NATURE OF THIS ICT ARRANGEMENT BETWEEN THE PRINCIPAL AND THE CONTRACTOR

3.1 Upon the formation of a Customer Contract pursuant to clause 5.7, the Contractor must supply the Products and/or Services to a Customer in accordance with this ICT Arrangement and the Customer Contract.

3.2 Nothing in this ICT Arrangement creates any obligation on the Contractor to provide Products and/or Services to the Principal.

3.3 Where the Principal and the Customer are the same legal entity, clause 3.2 only applies to the Principal in its capacity as Principal.

4. CUSTOMER MAY ENFORCE THIS ICT ARRANGEMENT

4.1 The Principal and Contractor agree that any Customer, although not a party to this ICT Arrangement, may take the benefit of, and seek to enforce, this ICT Arrangement to the extent that such enforcement is required to enable the Customer to obtain the benefit of a Customer Contract with the Contractor.

5. FORMATION OF THIS ICT ARRANGEMENT

ICT Arrangement

5.1 The following documents will constitute this entire ICT Arrangement between the Principal and the Contractor:

(a) the Deed of Agreement incorporating the terms and conditions of these ICT Standing Offer Arrangement Conditions including Schedules 1, 2 and 3 as completed by the Principal, which are attached to the Deed of Agreement;

(b) Specifications;

(c) Contractor's Offer; and;

(d) any other documentation forming part of this ICT Arrangement, as agreed in writing between the Principal and Contractor.

5.2 In the event of any conflict between the documents specified in clause 5.1, the order of precedence to resolve the conflict will be in the above order.

5.3 Any Additional Provisions:

(a) which have been agreed between the Contract Authority and the Contractor in relation to GITC Parts 1, 2 and 3 as specified in Schedule A2(A) of Part 1 of the Contractor's GITC Agreement with the Contract Authority; and

(b) which have been agreed between the Principal and the Contractor in relation to the Specifications and/or these ICT Standing Offer Arrangement Conditions as specified in Schedule 3.

5.4 Such Additional Provisions relevant to a Customer Contract shall be deemed incorporated into this ICT Arrangement, without further amendment.

5.5 It is a condition of this ICT Arrangement that those Additional Provisions referred to in clause 5.3(b) shall not, either expressly or by implication, depart from the terms and conditions of the Contractor's GITC Agreement with the Contract Authority, the Customer Contract Provisions or the applicable Module(s).

5.6 Those Additional Provisions referred to in clause 5.3(b) which do depart from the terms and conditions of the Contractor's GITC Agreement with the Contract Authority, the Customer Contract Provisions or the applicable Module(s) shall be null and void.

Customer Contract

5.7 The following documents will constitute the entire Customer Contract, which may be established as a result of this ICT Arrangement, between the Customer and Contractor:

(a) sub-clause 2.7.3 of GITC Part 1 and sub-clause 2.1.3 of GITC Part 2;

(b) the Additional Provisions as agreed between the Contract Authority and Contractor as specified in Schedule A2(A) of Part 1;

(c) Schedules 1, 2 and 3 of the ICT Arrangement (including the applicable Intellectual Property Ownership Schedule);

(d) Schedule A - General Order;

(e) Schedule B - Module Order/s, as relevant to the supply of the Deliverable;

(f)   the Additional Provisions as agreed between the Principal and Contractor;

(g)   applicable Customer Contract Schedule(s), as relevant to the supply of the Deliverable;

(h)   ICT Conditions of Customer Contract;

(i)   Customer Contract Provisions (GITC – Part 2);

(j)   applicable Module(s) (GITC – Part 3), as relevant to the supply of the Deliverable; and

(k)   any Document, in whole or in part, which Schedule A – General Order expressly incorporates as part of a Customer Contract.

5.8   Subject to clause 5.9, the list of documents specified in clause 5.7 replaces the list in clause 2.1.12 of GITC Part 2, and in the event of any conflict between the documents specified in clause 5.7, the order of precedence to resolve the conflict will be in the above order.

5.9   Notwithstanding clause 5.8, any term or condition of the Customer Contract which takes away or reduces the entitlements that would otherwise be provided to a Customer under the ICT Arrangement Conditions is null and void.

5.10   Schedules 1, 2 and 3 are incorporated into all Customer Contracts and cannot be varied or deleted by the Contractor and/or Customer in relation to a Customer Contract.

6.   ICT ARRANGEMENT TERM

6.1   The ICT Arrangement Term will commence on the ICT Arrangement Commencement Date and, unless terminated sooner pursuant to clause 23, will continue until the ICT Arrangement Completion Date.

6.2   The ICT Arrangement Term may be extended at the entire discretion of the Principal, for a further period as specified in item 9 of Schedule 1, by Notice given by the Principal to the Contractor. Any extended ICT Arrangement Term will be governed by the same terms and conditions as the original ICT Arrangement.

7.   TRANSFERABILITY / PORTABILITY OF THIS ICT ARRANGEMENT

7.1   Notwithstanding any provision of this ICT Arrangement, the Contractor agrees that the Principal is entitled to freely transfer its rights and obligations of this ICT Arrangement to another Government agency on the same terms and conditions, but only as a consequence of a Machinery of Government Change.

8.   ROLE OF THE PRINCIPAL'S AUTHORISED OFFICER

8.1   The Principal's Authorised Officer will be the primary liaison and point of contact between the Principal and the Contractor in relation to the management of this ICT Arrangement, any variations to the Products and/or Services, or any matters affecting the terms and conditions of this ICT Arrangement. The Principal's Authorised Officer is authorised to give Notices under this ICT Arrangement, on the Principal's behalf.

8.2   The Project Manager is the Principal's technical representative responsible for the detail and accuracy of the Specifications in this ICT Arrangement. The Project Manager is NOT authorised either apparently or ostensibly to amend this ICT Arrangement or enter into any Customer Contract/s, on behalf of the Principal.

8.3   The Contractor must:

(a)   liaise with and report to the Principal's Authorised Officer about the performance of this ICT Arrangement;

(b)   attend meetings with, or provide briefings to the Principal's Authorised Officer and/or Project Manager, as required from time to time; and

(c)   promptly comply with any request or direction given by the Principal's Authorised Officer, in accordance with this ICT Arrangement, about the performance of the ICT Arrangement.

9.   INSURANCE

9.1   The Contractor warrants that it will hold and maintain for the ICT Arrangement Term the following insurances:

(a)   Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003;*

(b)   Public Liability insurance for the amount specified in item 12 of Schedule 1; and

(c)   Professional Indemnity insurance if specified in item 13 of Schedule 1 for the amount specified in item 13 of Schedule 1 in respect of each claim, and which shall be maintained by the Contractor for a continuous period of four years, after the ICT Arrangement Completion Date or termination of this ICT Arrangement, unless otherwise specified in item 13 of Schedule 1; and/or

(d)   any other insurances specified in item 14 of Schedule 1.

9.2   The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.

9.3   The Contractor warrants if it is a member of a scheme approved under the *Professional Standards Act 2004 (Qld)* that it will hold and maintain the minimum level of insurance as specified in item 13 of Schedule 1.

9.4   The Contractor must, if requested by the Principal, promptly provide a certificate of currency for each insurance policy, that it holds.

9.5   The Contractor warrants that any exclusions and deductibles that may be applicable to the insurance policies that it holds in accordance with this clause 9, will not impact on the Contractor's ability to meet any claim or otherwise prejudice the Customer's rights under the Customer Contract.

9.5   The Contractor must immediately advise the Principal if any insurance policy, as required by this clause 9, is materially modified or cancelled. The Contractor must provide full details of any changes in writing to the Principal.

10   PERFORMANCE GUARANTEE

10.1   The Contractor must, if specified in item 15 of Schedule 1, arrange within ten (10) Business Days, or such other period agreed between the Parties, for a guarantor approved by the Principal to execute a Performance Guarantee in a form acceptable to the Principal.

10.2   If the Contractor has in place a Performance Guarantee at the request of the GITC Contract Authority, the Principal may call upon that Performance Guarantee on behalf of a Customer under a Customer Contract.

10.3   Where specified in item 15 of Schedule 1, the Performance Guarantee shall be held as security for the due and proper performance of all obligations of the Contractor under any Customer Contract/s established as a result of this ICT Arrangement.

10.4   All charges incurred by the Contractor in obtaining, maintaining and releasing the Performance Guarantee pursuant to this clause 10 shall be met by the Contractor.

10.5   A Customer is entitled to rely upon the Performance Guarantee, which has been put in place by the Contractor at the request of the Principal or GITC Contract Authority.

10.6   A claim against the Contractor's Performance Guarantee in relation to one or more Customer Contract/s, shall not have the effect of extinguishing the Performance Guarantee in relation to all other Customer Contract/s, nor will it release the Contractor from its obligations in accordance with this clause 10.

10.7   The Principal and Contractor may agree to release the Performance Guarantee if established pursuant to clause 10.1, on terms acceptable to the Principal.

10.8   Notwithstanding clause 10.7, upon termination of this ICT Arrangement in accordance with clause 23, the Principal will release the Performance Guarantee to the Contractor where the Contractor has fully performed and discharged all of its obligations under this ICT Arrangement (other than the obligations as specified in clause 27, which shall survive the termination of this ICT Arrangement) and all Customer Contracts.

11   FINANCIAL SECURITY

11.1   The Contractor must, if specified in item 16 of Schedule 1, arrange within ten (10) Business Days, or such other period agreed between the Parties, for a Financial Security in a form acceptable to the Principal.

11.2   If the Contractor has in place a Financial Security at the request of the GITC Contract Authority, the Principal may call upon that Financial Security on behalf of a Customer (excluding an Eligible non-Government Body), in accordance with the Customer Contract.

11.3   An Eligible non-Government Body shall be entitled to request its own Financial Security from the Contractor.

11.4   Where the Contractor has a Financial Security in place pursuant to a request by either the:
    (a)   Principal; or
    (b)   GITC Contract Authority,
    subject to clause 11.5, the Customer is entitled to rely on this Financial Security.

11.5   Only the Principal or GITC Contract Authority, depending upon who requested the Financial Security, may enforce the Financial Security. A Customer seeking to rely on such Financial Security must request the Principal or GITC Contract Authority to make a claim on its behalf.

11.6   The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution acceptable to the Principal in its entire discretion.

11.7   The Financial Security shall be held as security for the due and proper performance of all the obligations of the Contractor under any Customer Contract established as a result of this ICT Arrangement.

11.8   If the Contractor fails to properly perform its obligations under a Customer Contract and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Customer shall be entitled (subject to clause 11.5) to make a claim and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer, but subject to any limitation in clause 7.1 of Part 2 – GITC) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Contractor by the Customer in any appropriate court.

11.9 If any claims are made against the Financial Security at any time, the Contractor must within a period not exceeding thirty (30) days, reinstate the Financial Security to the level required by the Principal in accordance with clauses 11.1.

11.10 The Contractor shall not take nor be entitled to take any action or proceeding to obtain an injunction or otherwise prevent a Customer from making a claim or receiving a payment under the Financial Security.

11.11 The Contractor agrees that the Principal, whilst exercising its rights in accordance with this clause, shall have no liability to the Contractor of any nature (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Contractor.

11.12 The Contractor shall not take any action or proceeding against the Principal or GITC Contract Authority or attempt to recover from the Principal or GITC Contract Authority, any amount claimed under a Financial Security that has been received by the Principal or GITC Contract Authority, on behalf of a Customer. The Principal or GITC Contract Authority shall promptly forward to the Customer any such amounts claimed under a Financial Security that have been received by the Principal or GITC Contract Authority on behalf of a Customer.

11.13 The Principal shall release the Financial Security requested under clause 11.1 to the Contractor (or to whom the Contractor directs) where:

(a) the Contractor has fully performed and discharged all of its obligations under this ICT Arrangement (other than the obligations as specified in clause 26, which shall survive the termination of this ICT Arrangement);

(b) the Contractor is not in the course of negotiating or there is no prospect of entering into a Customer Contract within the next ninety (90) days where the Customer Contract has proposed to rely on or is likely to rely on the Financial Security provided under this clause 11; and

(c) in the reasonable opinion of the Principal, there is no prospect that money or damages shall become owing (whether actually or contingently) by the Contractor to a Customer.

11.14 All charges incurred by the Contractor in obtaining, maintaining and releasing the Financial Security pursuant to this clause 11 shall be met by the Contractor.

12. LIST OF PRODUCTS AND/OR SERVICES UNDER THIS ICT ARRANGEMENT (INCLUDING PRICE)

12.1 The Contractor agrees to provide the Products and/or Services at the Price specified in Schedule 2, to a Customer in accordance with this ICT Arrangement, and any Customer Contract formed pursuant to clause 5.7.

12.2 The Principal is not obliged to purchase any Products and/or Services from the Contractor pursuant to this ICT Arrangement.

12.3 Where the Contractor seeks to increase or decrease the Price for the Products and/or Services to take into consideration:

(a) movements in the relevant exchange rates as it affects the Product, if specified in Schedule 2;

(b) movements in the Consumer Price Index Brisbane (All Groups) as it affects the Products and/or Services, if specified in Schedule 2;

(c) other factors as it affects the Products and/or Services, if specified in Schedule 2; and/or

(d) any variation in any tax, duty or charge as it affects the Products and/or Services,

the Contractor shall give Notice to the Principal and such Notice shall include evidence to substantiate the basis of the Price increase or decrease.

12.4 Where the Contractor gives Notice to the Principal of a Price increase or decrease in accordance with clause 12.3, that increase or decrease is deemed incorporated 30 days from the date notification is received by the Principal, unless within that 30 day period, the Principal gives Notice to the Contractor that it rejects the increase or decrease.

12.4 If the Contractor's request to increase or decrease the Price for the Products and/or Services is rejected by the Principal, this ICT Arrangement will remain unvaried.

13. TRANSACTING WITH A CUSTOMER

13.1 The Contractor acknowledges that there has been no representation by the Principal, even if the ICT Invitation invited Offers for a common use whole-of-government supply strategy, that, by the Principal's acceptance of its Offer and on the entering into of this ICT Arrangement, the Contractor shall necessarily receive any General Orders from any Customer pursuant to this ICT Arrangement.

13.2 A Customer may enter into a Customer Contract with the Contractor under these ICT Arrangement Conditions by placing a General Order at any time until the ICT Arrangement Completion Date, and the Contractor will be bound by any such General Order, unless this ICT Arrangement:

(a) is suspended; or

(b) has been terminated; or

at the time the General Order is placed.

13.3 This ICT Arrangement is not an exclusive arrangement with the Contractor, even if the ICT Invitation invited Offers for a common use whole-of-government supply strategy, and the Customer may, at its entire discretion, enter into a contract with other contractors to provide the Products and/or Services.

13.4 A Customer is not obliged to request any or a minimum number of Products and/or Services from the Contractor under this ICT Arrangement.

13.5 The terms and conditions of these ICT Arrangement Conditions cannot be varied or deleted by the Contractor and/or Customer in any Customer Contracts.

14. UTILISATION OF THIS ICT ARRANGEMENT BY OTHER QUEENSLAND GOVERNMENT ENTITIES, STATES AND/OR TERRITORIES

14.1 The Principal reserves the right to allow Queensland Government entities, Australian States and/or Territories, local Government agencies, Queensland Government Bodies and Eligible non-Government Bodies to purchase the Products and/or Services under this ICT Arrangement.

15. CONFLICT OF INTEREST

15.1 The Contractor warrants that, to the best of its knowledge, as at the ICT Arrangement Commencement Date neither the Contractor nor any of its officers, employees or sub-contractors have, or are likely to have, a Conflict of Interest in the performance of the Contractor's obligations under this ICT Arrangement or any subsequent Customer Contract/s.

15.2 If a Conflict of Interest or risk of Conflict of Interest arises during the ICT Arrangement Term (without limitation, because of work undertaken by the Contractor for any person other than the Principal), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Principal.

15.3 The Contractor must:

(a) take all reasonable measures to ensure that its officers, employees and sub-contractors do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to fulfil its obligations under this ICT Arrangement to the Principal in good faith and objectively; and

(b) immediately give Notice to the Principal of any Conflict of Interest relating to the activities or interests of any of its officers, employees or sub-contractors.

15.4 Upon receipt of a Notice under clause 15.2 or 15.3(b), the Principal may either:

(a) direct the Contractor as to how to manage the Conflict of Interest and the Contractor must comply with any reasonable direction so given by the Principal;

(b) suspend this ICT Arrangement in accordance with clause 21.1; or

(c) elect to terminate this ICT Arrangement in accordance with clause 23.5(c).

15.5 Pursuant to clause 15.4(a) and (b), the Contractor must give Notice to the Principal when the Conflict of Interest or risk of Conflict of Interest is resolved.

16. CONFIDENTIALITY

16.1 Either Party must not, and must ensure that its officers, employees, agents and sub-contractors do not use or disclose any Confidential Information without the other Party's consent, other than for the purposes of performing this ICT Arrangement or a Customer Contract.

16.2 Either Party may disclose Confidential Information to its officers, employees, agents and sub-contractors to the extent necessary for the performance of this ICT Arrangement, provided that the Party:

(a) makes such persons aware that the information is confidential; and

(b) if required by item 17 of Schedule 1 or directed by the Principal during the ICT Arrangement Term, obtains from such persons a confidentiality undertaking in a form acceptable to the Principal.

16.3 The obligations under this clause 16 do not apply to the extent that:

(a) any information is publicly available (other than as a result of the Party's breach of this ICT Arrangement);

(b) any information is lawfully provided to a Party by a third party;

(c) the Party is required by law to disclose the information; or

(d) the Party is required by this ICT Arrangement to disclose the information to a third party.

16.4 The Principal and Contractor must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

16.5 Notwithstanding this clause 16, the Principal is entitled to disclose information in relation to this ICT Arrangement to other Queensland Government entities, Australian States and/or Territories, local government agencies and Eligible non-Government Bodies, in accordance with existing government practices.

16.6   The Contractor may return any Record to the Principal upon the completion of this ICT Arrangement. In addition, the Contractor may destroy any copy (but not the original) of a Record held in its file in accordance with usual business practice and any applicable legislative requirements.

17.   PRIVACY AND PERSONAL INFORMATION

17.1   If the Contractor collects or has access to Personal Information as a result of this ICT Arrangement or a Customer Contract, the Contractor must:

(a)   ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(b)   not use Personal Information other than for the purposes of performing this ICT Arrangement or a Customer Contract, unless required or authorised by law;

(c)   not disclose Personal Information without the consent of the Principal or Customer, unless required or authorised by law;

(d)   ensure that only authorised personnel have access to Personal Information;

(e)   immediately notify the Principal if the Contractor becomes aware that a disclosure of Personal Information is or may be required or authorised by law;

(f)   make its officers, employees and sub-contractors aware of the Contractor's obligations under this clause;

(g)   comply with the information privacy principles in Information Standard 42, 42A or any other applicable Queensland public sector regime on privacy; and

(h)   comply with such other privacy and security measures as the Principal reasonably advises the Contractor in writing from time to time.

17.2   The Contractor must, if specified in item 18 of Schedule 1 obtain from its employees, officers or sub-contractors engaged for the purposes of this ICT Arrangement, an executed deed of privacy in a form acceptable to the Principal.

17.3   The Contractor must immediately notify the Principal upon becoming aware of any breach of clause 17.1

18.   DELIVERY PERIOD

18.1   The Contractor agrees to supply the Products and/or perform the Services in the Delivery Period specified in item 19 of Schedule 1, to a Customer in accordance with this ICT Arrangement, and any Customer Contract formed pursuant to clause 5.7

19.   PERFORMANCE REVIEW

19.1   A periodic review of the Contractor's performance in respect of this ICT Arrangement and any subsequent Customer Contract shall be undertaken to assess the Contractor's performance and its eligibility to continue to be a participant in this ICT Arrangement. The extent of the Products and/or Services covered by the performance review will be based on the Contractor's performance under this ICT Arrangement and the performance review criteria (e.g. key performance indicators or performance standards) as specified in item 20 of Schedule 1.

19.2   The Contractor shall also attend any ICT Arrangement performance evaluation meetings and provide such documentation, reports and data as specified in item 20 of Schedule 1, as and when required by the Principal.

19.3   The Principal will monitor the performance of the Contractor annually, or such other period specified by the Principal, during this ICT Arrangement Term.

20.   VARIATION TO THIS ICT ARRANGEMENT

20.1   Except in the circumstances specified in clause 20.2, this ICT Arrangement may only be varied by written agreement between the Parties. The Parties must act reasonably in deciding whether to agree to a variation, as requested by the other Party.

20.2   The Principal may vary the terms and conditions of this ICT Arrangement by Notice to the Contractor, when reasonably required as a result of changes in Government policy or Machinery of Government Change.

20.3   Where as a result of clause 20.2 the Contractor is required to comply with any amendments to Government policy or Machinery of Government Changes, the Contractor must promptly submit in writing to the Principal any proposed variations to this ICT Arrangement which are required as a result of these amendments. This submission must be accompanied by evidence to substantiate such proposed variation.

20.5   Except for the circumstances specified in clause 20.2, if the receiving Party rejects the proposed variation, including any pricing variations, this ICT Arrangement will remain unvaried.

21. SUSPENSION OF THIS ICT ARRANGEMENT

21.1 The Principal at its entire discretion may suspend this ICT Arrangement by giving Notice to the Contractor, providing details of:

(a) the period of suspension with effect from the date stated in the Notice;

(b) the reasons for the suspension; and

(c) reasonable directions in relation to subsequent performance of this ICT Arrangement.

21.2 Where this ICT Arrangement is suspended in accordance with clause 21.1, prior to the period of suspension expiring, the Principal shall notify the Contractor in writing that either the:

(a) period of suspension has ceased to be effective from the date specified in the Notice, and each Party must resume its performance under this ICT Arrangement;

(b) period of suspension shall be extended for a period of time specified in the Notice; or

(c) ICT Arrangement is to be terminated in whole from the date specified in the Notice, in accordance with clause 23.

21.3 If the Contractor's GITC Agreement is suspended by the Contract Authority, the Contractor must immediately advise the Principal in writing of this suspension. The Contractor in providing this advice must provide full details of this suspension.

21.4 The Contactor must immediately comply with any direction given by the Principal, pursuant to clause 21.1 or 21.4.

22. EFFECT OF SUSPENSION OF THIS ICT ARRANGEMENT

22.1 The effect of suspension of this ICT Arrangement in accordance with clause 21 is that:

(a) the Contractor shall not enter into any new Customer Contracts during the period of suspension;

(b) any existing Customer Contracts shall not, unless the Customer Contract requires it, be affected in any way whatsoever; and

(c) otherwise, all other rights and obligations of the Parties shall continue under this ICT Arrangement.

23. TERMINATION OF THIS ICT ARRANGEMENT

23.1 The Principal may terminate this ICT Arrangement for convenience by giving 30 days prior Notice or such other reasonable period as specified by the Principal.

23.2 The Principal will not be liable for payment to the Contractor for any compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation and indirect or consequential loss, or any other reason in relation to termination of this ICT Arrangement.

23.3 Without limiting clause 23.5, where the Contractor commits any breach of this ICT Arrangement the Principal may by Notice require the Contractor to show cause, by the date specified in the Notice, why the Principal should not terminate this ICT Arrangement.

23.4 If the Contractor fails to show reasonable cause by the date specified in the Notice in clause 23.3, then the Principal is entitled upon Notice to the Contractor to terminate this ICT Arrangement.

23.5 The Principal may immediately terminate this ICT Arrangement by Notice to the Contractor if:

(a) the Contractor gives Notice under clause 15.2 or 15.3(b);

(b) the Contractor fails to provide Performance Guarantee or Financial Security in accordance with clause 10 or 11;

(c) the Contractor breaches any part of clause 9;

(d) the Contractor:

(i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;

(ii) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration;

(iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(iv) is wound up, voluntarily or involuntarily; or

(e) the Contractor indicates that it is unable or unwilling to comply with its obligations under this ICT Arrangement or any Customer Contract/s pursuant to this ICT Arrangement.

23.6 Termination of this ICT Arrangement for any reason is without prejudice to any rights of the Principal under this ICT Arrangement, in equity, at common law or under statute.

23.7 If this ICT Arrangement is terminated, discharged or in any other way comes to an end, in whole or in part, whether pursuant to this clause or in any other way, no Customer Contract shall, unless the Customer Contract requires it, be affected in any way whatsoever.

23.8   If the Contractor's GITC Agreement is terminated by the Contract Authority, the Contractor must immediately advise the Principal in writing of this termination. The Contractor in providing this advice must provide full details of this termination.

24.   TERMINATION OF CUSTOMER CONTRACT

24.1   If a Customer lawfully terminates a Customer Contract for breach by the Contractor, the Principal may at its entire discretion suspend the Contractor from this ICT Arrangement pursuant to clause 21, or terminate this ICT Arrangement pursuant to clause 23. Notwithstanding the foregoing, termination of a Customer Contract by either the Contractor or the Customer for any reason shall not affect the continuation of this ICT Arrangement except as stipulated in this ICT Arrangement.

25.   NOTICES RELATING TO THIS ICT ARRANGEMENT

25.1   Any Notice which may be given to or served on either Party under this ICT Arrangement must be sent or delivered to the following respective addresses:

(a)   for the Principal – as specified in item 21 of Schedule 1;

(b)   for the Contractor – as specified in item 22 of Schedule 1.

25.2   Notwithstanding clause 25.1, if the Contractor is a company then the Principal may serve a Notice at any time to the Contractor's registered office.

25.3   A Notice to be given or served pursuant to clauses 21, 23 or 24 must not be sent via email.

25.4   A Notice will be deemed to be given:

(a)   if posted – two Business Days after the date of posting;

(b)   if delivered by hand during a Business Day – on the date of delivery;

(c)   if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

(d)   if emailed – on the date of the email;

except that a fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

26.   GENERAL PROVISIONS

26.1   Commissions and Incentives

26.1.1 The Contractor will not offer anything to the Principal or any officer or employee of the Principal, including to a parent, spouse, child or associate of the officer or employee, as an inducement, gift or reward, which could in any way tend to influence the Principal's actions in relation to this ICT Arrangement.

26.2   No Advertising

26.2.1 The Contractor or its Approved Parties will not make any public announcement or advertisement in any medium in relation to this ICT Arrangement or any subsequent Customer Contract/s, without the consent of the Principal.

26.3   Waiver

26.3.1 Any failure by a Party at any time to enforce a clause of this ICT Arrangement, or any forbearance, delay or indulgence granted by a Party to the other, will not constitute a waiver of the Party's rights.

26.3.2 No provision of this ICT Arrangement will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.

26.3.3 A waiver by a Party of a breach of any part of this ICT Arrangement will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

26.4   Governing Law

26.4.1 This ICT Arrangement is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

26.4.2 Notwithstanding clause 26.4.1, the Parties agree to exclude the application of the *Sale of Goods (Vienna Convention) Act 1986* to this ICT Arrangement to the fullest extent permitted by law.

26.5   Compliance with all Laws

26.5.1 The Contractor must comply with all relevant laws in performing its obligations under this ICT Arrangement.

26.6   Severability

26.6.1 If any part of this ICT Arrangement is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of this ICT Arrangement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

26.7 Further Assistance

26.7.1 The Contractor must do all things reasonably required by the Principal to give effect to this ICT Arrangement.

26.8 No Assignment

26.8.1 The Contractor may not assign its obligations or interest in this ICT Arrangement, except with the consent of the Principal.

27. CLAUSES TO SURVIVE TERMINATION OF THIS ICT ARRANGEMENT

26.1 The following clauses will survive termination or expiration of this ICT Arrangement:

clause 7 of ICT SOA Conditions	–	Transferability / Portability of the ICT Arrangement;
clause 9 of ICT SOA Conditions	–	Insurance;
clause 10 of ICT SOA Conditions	–	Performance Guarantee;
clause 11 of ICT SOA Conditions	–	Financial Security;
clause 16 of ICT SOA Conditions	–	Confidentiality;
clause 17 of ICT SOA Conditions	–	Privacy and Personal Information;
clause 26.2 of ICT SOA Conditions	–	No Advertising;
clause 26.3 of ICT SOA Conditions	–	Waiver;
clause 26.4 of ICT SOA Conditions	–	Governing Law;
clause 5.5 of Part 2 – GITC	–	Privacy and Disclosure of Personal Information;
clause 6 of Part 2 – GITC	–	Intellectual Property Rights and Moral Rights;
clause 7.1 of Part 2 – GITC	–	Liability
clause 7.2 of Part 2 – GITC	-	Indemnity; and
clause 9.7 of Part 2 – GITC	–	Licences and Approvals.

SECTION B – ICT CONDITIONS OF CUSTOMER CONTRACT

28.   ICT CONDITIONS OF CUSTOMER CONTRACT

28.1   The terms and conditions governing any Customer Contracts established as a result of the ICT Arrangement will be under the terms and conditions as specified in clause 29.

28.2   If the Customer Contract is terminated in accordance with clause 16 of GITC, the ICT Arrangement shall not, unless the Arrangement requires it, be affected in any way whatsoever.

28.3   If the ICT Arrangement is terminated, discharged or in any other way comes to an end, in whole or in part, whether pursuant to this clause or in any other way, no Customer Contract shall, unless the Customer Contract requires it, be affected in any way whatsoever.

29.   FORMATION OF CUSTOMER CONTRACT

29.1   The following documents will constitute the entire Customer Contract, which may be established as a result of the ICT Arrangement, between the Customer and Contractor:

(a)   sub-clause 2.7.3 of GITC Part 1 and sub-clause 2.1.3 of GITC Part 2;

(b)   the Additional Provisions as agreed between the Contract Authority and Contractor as specified in Schedule A2(A) of Part 1;

(c)   Schedules 1, 2 and 3 of the ICT Arrangement (including the applicable Intellectual Property Ownership Schedule);

(d)   Schedule A - General Order;

(e)   Schedule B - Module Order/s, as relevant to the supply of the Deliverable;

(f)   the Additional Provisions as agreed between the Principal and Contractor;

(g)   applicable Customer Contract Schedule(s), as relevant to the supply of the Deliverable;

(h)   ICT Conditions of Customer Contract;

(i)   Customer Contract Provisions (GITC – Part 2);

(j)   applicable Module(s) (GITC – Part 3), as relevant to the supply of the Deliverable; and

(k)   any Document, in whole or in part, which Schedule A – General Order expressly incorporates as part of a Customer Contract.

29.2   Subject to clause 29.3, the list of documents specified in clause 29.1 replaces the list in clause 2.1.12 of GITC Part 2, and in the event of any conflict between the documents specified in clause 29.1, the order of precedence to resolve the conflict will be in the above order.

29.3   Notwithstanding clause 29.2, any term or condition of the Customer Contract which takes away or reduces the entitlements that would otherwise be provided to a Customer under the ICT Arrangement Conditions is null and void.

29.4   Schedules 1, 2 and 3 are incorporated into all Customer Contracts and cannot be varied or deleted by the Contractor and/or Customer in relation to a Customer Contract.

30.   CUSTOMER MAY ENFORCE THE ICT ARRANGEMENT

30.1   The Parties to this Customer Contract agree that the Customer, although not a party to the ICT Arrangement, may take the benefit of, and seek to enforce, the ICT Arrangement to the extent that such enforcement is required to enable the Customer to obtain the benefit of a Customer Contract with the Contractor.

31.   GOVERNMENT INFORMATION TECHNOLOGY CONTRACTING – PART 2

31.1   The following clauses in GITC - Part 2 do not apply to any Customer Contracts entered into under this ICT Arrangement:

(a)   clause 5.1 - Minimum Insurance Requirements;

(b)   clause 5.2 -Performance Guarantee; and

(c)   clause 5.3 - Financial Security.

32.   INSURANCES

32.1   A failure of the Contractor to hold and maintain the insurances specified in Schedule 1 of this ICT Arrangement is a material breach of the Customer Contract by the Contractor. Without limiting any other right of action or remedy of the Customer, the Customer is entitled to exercise its rights under clause 16 of Part 2 – GITC.

33. PERFORMANCE GUARANTEE

33.1 The Contractor acknowledges that the Customer is entitled to rely upon the Performance Guarantee, which has been put in place by the Contractor at the request of the Principal under clause 10 of Section A or by the GITC Contract Authority under clause 5.2 of Part 1 - GITC, if the event(s) and/or circumstance(s) specified in the Performance Guarantee occurs.

34. FINANCIAL SECURITY

34.1 The Contractor acknowledges that where the Contractor has a Financial Security in place pursuant to a request by either the:

(a)   Principal under clause 11 of Section A; or

(b)   GITC Contract Authority under clause 5.3 of Part 1 - GITC,

subject to clause 34.2, the Customer is entitled to rely on this Financial Security.

34.2 Only the Principal or GITC Contract Authority, depending upon who requested the Financial Security, may enforce the Financial Security. A Customer seeking to rely on such Financial Security must request the Principal or GITC Contract Authority to make a claim on its behalf.

34.3 If the Contractor fails to properly perform its obligations under the Customer Contract and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Customer shall be entitled (subject to clause 34.2) to make a claim and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer, but subject to limitation in clause 7.1 of Part 2 – GITC) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Contractor by the Customer in any appropriate court.

35. DELIVERY PERIOD

35.1 The Contractor must supply the Products and/or perform the Services to the Customer within the Delivery Period.

The below Schedules 1, 2, and 3 must be read in conjunction with the Queensland Government's ICT Standing Offer Arrangement Conditions Version 001 – dated 11 April 2008, along with any additional ICT standing offer arrangement conditions as detailed in Schedule 3. The ICT Standing Offer Arrangement Conditions Version 001 – dated 11 April 2008 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>> ☐ Hardware to be further specified in Module 1; ☐ Hardware Maintenance Services to be further specified in Module Order MO2; ☐ Licensed Software to be further specified in Module Order MO3; ☐ Software Development & Modification to be further specified in Module Order MO4; ☐ Software Support to be further specified in Module Order MO5; ☐ Packaged Software to be further specified in Module Order MO6; ☐ ICT Personnel Recruitment Services to be further specified in Module Order MO7; ☐ ICT Contracting Services to be further specified in Module Order MO8; ☐ ICT Consultancy Services to be further specified in Module Order MO9; ☐ Managed Services to be further specified in Module Order MO10; ☐ Systems Integration Services to be further specified in Module Order MO11; ☐ Telecommunications Services to be further specified in Module Order MO12; ☐ Internet Services to be further specified in Module Order MO13; ☐ 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** *[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]*	**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:** *[Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services)].*	**Is Professional Indemnity Insurance required:** Yes ☐ No ☐ 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 professional indemnity insurance

			policy as the "insured".>>
			Expiry Date of Policy: <<Specify the Contractor's expiry date of the professional indemnity insurance policy.>>
			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):
			Yes ☐ No ☐
			If "**YES**" then specify the alternative period.>>
			Is the Contractor a member of a scheme approved under the *Professional Standards Act 2004 (Qld)*
			Yes ☐ No ☐
			<<Specify and provide details if the Contractor is a member of a scheme approved under the *Professional Standards Act 2004 (Qld)*.>>
14	9 of ICT SOA Conditions	**Minimum Insurance Requirements – Other insurances**:	**Is other insurance policy/s required:**
			Yes ☐ No ☐
			If "**YES**":
			Insurance Policy: <<Specify the other insurance policy/s required (e.g. product liability insurance).>>
			Sum Insured: <<Specify the sum to be insured.>>
			Policy No.: <<Specify the other insurance policy no.>>
			Insurance Provider: <<Specify the name of the insurance provider.>>
			Named Insured: <<Specify the name on the insurance policy as the "insured".>>
			Expiry Date of Policy: <<Specify the Contractor's expiry date of the above insurance policy.>>
15.	10 of ICT SOA Conditions	**Performance Guarantee**	<<Specify if a Performance Guarantee is required under this ICT Arrangement.
			• If "**NO**", then state "Not Required".
			• If "**YES**":
			o Does the Contractor have a Performance Guarantee in place with the GITC Contract Authority?
			Yes ☐ No ☐
			o If "**YES**" then the Principal will rely upon such Performance Guarantee under this ICT Arrangement for all subsequent Customer Contract.
			o 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. <<Specify the date by which the Performance Guarantee is required.>>; and <<Specify the name of the Guarantor.>>
16.	11 of ICT SOA Conditions	**Financial Security**	<<Specify if a Financial Security is required under this ICT Arrangement.
			• If "**NO**", then state "Not Required".
			• If "**YES**":
			o Does the Contractor have a Financial Security

			in place with the GITC Contract Authority? **Yes** ☐ **No** ☐ - If "**YES**" then the Principal will rely upon such Financial Security under this ICT Arrangement for all subsequent Customer Contracts. - 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**	Is the Contractor required to obtain from its officers, employees, agents and sub-contractors a confidentiality undertaking? **Yes** ☐ **No** ☐ If "**YES**", the Contractor must execute a Deed of Confidentiality substantially in the form of Schedule S6 of Part 4 – GITC.
18	17 of ICT SOA Conditions	**Privacy & Disclosure of Personal Information**	Is the Contractor required to obtain from its officers, employees and sub-contractors an executed Deed of Privacy>> **Yes** ☐ **No** ☐ *If "**YES**", the Contractor must execute a Deed of Privacy, substantially in the form of Schedule S10 of Part 4 – GITC.*
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**	(a) <<Specify the performance review criteria (e.g. key performance indicators) for this ICT Arrangement>> (b) <<Specify the frequency of the performance review meetings for this ICT Arrangement.>> (c) <<Specify the documentation, reports and data required for this ICT Arrangement.>> (d) <<Specify the format for the above documentation, reports (including KPI's) and data>>
21	25.1(a) of ICT SOA Conditions	**Notice Relating to this ICT Arrangement – Principal's Address for Notices**	Address: <<insert Principal's address for Notices>> Facsimile No.: <<insert Principal's fax number for Notices>> Email: <<insert Principal's email address for Notices>>
22	25.1(b) of ICT SOA Conditions	**Notice Relating to this ICT Arrangement – 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>>
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: ☐ Schedule C2 - Intellectual Property Ownership – Model 1 – Option A *(Customer – 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. <<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**": (i) Specify whether the liability is to be capped: 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**	<<Specify if indemnity is to be capped.
			o if "*NO*", then indemnity remains uncapped for all Parties.
			if "*YES*":
			(i) Specify whether the Indemnity is to be capped:
			  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)**	(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**	(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**	(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**	(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**	<<Specify if any Approved Parties shall be associated with this ICT Arrangement and potential Customer Contract/s. 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**	<<Specify if a management committee is to be established under this ICT Arrangement>>
			(i) if "*YES*", please:
			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:
			  - Principal's representatives; and
			  - Contractor's representatives;
			(ii) specify the management committee's other functions.

40	11.2 of Part 2 - GITC	**Progress Reporting**	<<Specify if the Contractor is to maintain a Work-in-Progress Diary. 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: • 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>> ○ 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:* ○ specify the Acceptance Test Period; and ○ 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 associated with any additional Documentation>> (e) <<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.>>

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

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

SCHEDULE 3: ADDITIONAL PROVISIONS

This ICT Arrangement includes the following Additional Provisions from the ICT Standing Offer Arrangement Conditions and/or the Specifications.

Parts	Clause Number	Departures
Specifications		
ICT Standing Offer Arrangement Conditions Section A – ICT Arrangement Section B – ICT Conditions of Customer Contract		

SCHEDULE A – GITC - GENERAL ORDER

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: • <<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>> • 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 Customer Contract, as specified in item 34 of Schedule 1. *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>>
21	8.2 of Part 2 -	**Customer's Data and**	(a) <<Specify the Customer's processing

	GITC	**Processing Environment**	environment relevant to the Deliverables under the Customer Contract>>
			(b) <<Specify if the Contractor is to provide any assistance or training relating to:
			  (i) installation; or
			  (ii) use of a Product or operation of System equipment>>
			(c) <<Specify any costs associated with any assistance or training in relation to the processing environment that the Customer shall incur>>

22	8.3 of Part 2 - GITC	**Customer's Personnel**	<<Specify the Customer's Personnel involved with this Customer Contract (if applicable)>> *If applicable - please complete Schedule S1 of Part 4 - GITC.*
23	10.3 of Part 2 - GITC	**Approved Parties**	<<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. if "**YES**", please provide full details (including their involvement in this Customer Contract) and complete Schedule S9 of Part 4 - GITC>>
24	11.4 of Part 2 - GITC	**Project, Implementation and Payment Plan**	<<Specify if a Project, Implementation and Payment Plan is applicable to the Customer Contract.>> *If "**YES**", please complete Schedule S2 of Part 4 – GITC*
25	11.5 of Part 2 - GITC	**Staged Implementation**	<<Specify if Stage Implementation applies to this Customer Contract. • 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**	(a) Specify the time for delivery of the Product. (b) If the Contractor is to install the Product (refer item 44 of Schedule 1), specify the time and manner of installation.
27	12.6 of Part 2 - GITC	Documentation	(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>> (b) <<Specify the number of additional copies of the Documentation being purchased by the Customer (if applicable)>> (c) <<Specify the Delivery Period which the copies of the Documentation are to be delivered to the Customer>> (d) <<Specify the costs (if any) in Schedule 2 associated with the additional Documentation>> (e) <<Specify the medium in which the Documentation will be provided by the Contractor.>>

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:
			  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 Customer Contract – 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 Principal is collecting information, including Personal Information, contained within this form for the purpose of assessing your Offer. This Personal Information will not be passed onto any third party without the Offeror's consent, unless 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.