

Information and Communication Technology (ICT) STANDING OFFER ARRANGEMENT DEED OF AGREEMENT

For the provision of Products and/or Services

Version 003 – dated 1 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>>
(“the Principal”)

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

BACKGROUND

- A. The Principal wishes to establish a standing offer arrangement with the Contractor for the provision by the Contractor of 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: www.qgcpo.qld.gov.au – 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.

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- 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 name of Government department/agency>>)
 this day of 20.....)
 by an authorised officer in the presence of:)
)
 <<insert name of witness>>) Signature of Witness
)
 <<insert name of authorised officer>>) Signature of authorised officer

EXECUTION BY CONTRACTOR:

If Contractor is a company

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

OR

If Contractor is an individual or partnership

SIGNED SEALED AND DELIVERED by:)
)
 <<insert full name of individual/ authorised signatory >>) Signature of individual/ authorised
 signatory)
 this day of 20.....)
 in the presence of:)
)
 <<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 the ICT Invitation Process, 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 Invitation Process, 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: www.ggcpo.qld.gov.au – 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 the ICT Arrangement Number>>
2.		GITC Agreement Number	GITC No: <<insert the Contractor's GITC Agreement No.>>
3.		GITC Modules applicable to the ICT Arrangement	<input type="checkbox"/> Hardware to be further specified in Module 1; <input type="checkbox"/> Hardware Maintenance Services to be further specified in Module Order MO2; <input type="checkbox"/> Licensed Software to be further specified in Module Order MO3; <input type="checkbox"/> Software Development & Modification to be further specified in Module Order MO4; <input type="checkbox"/> Software Support to be further specified in Module Order MO5; <input type="checkbox"/> Packaged Software to be further specified in Module Order MO6; <input type="checkbox"/> ICT Personnel Recruitment Services to be further specified in Module Order MO7; <input type="checkbox"/> ICT Contracting Services to be further specified in Module Order MO8; <input type="checkbox"/> ICT Consultancy Services to be further specified in Module Order MO9; <input type="checkbox"/> Managed Services to be further specified in Module Order MO10; <input type="checkbox"/> Systems Integration Services to be further specified in Module Order MO11; <input type="checkbox"/> Telecommunications Services to be further specified in Module Order MO12; <input type="checkbox"/> Internet Services to be further specified in Module Order MO13; <input type="checkbox"/> Data Management to be further specified in Module Order MO14.
4.	1.1 of ICT SOA Conditions	Principal	Name: State of Queensland (acting through <<insert name of Queensland Government department or agency>>) OR <<insert name of entity, if not the State of Queensland>> ABN/ACN: <<insert Principal's ABN/ACN>> Address: <<insert Principal's address>>

5.	1.1 of ICT SOA Conditions	Contractor	Name: <<insert full name of Contractor>> ABN/ACN: <<insert Contractor's ABN/ACN Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone>> Facsimile: <<insert Contractor's facsimile>> Email: <<insert Contractor's email>> Contact Person: <<insert name of the person representing the Contractor for the Arrangement>>
6.	1.1 & 16.1 of ICT SOA Conditions	Customer The State of Queensland and all of the entities referred to in clause 16.1 are Customers.	Excluded Entities: << insert name/s of any entities that are excluded from being Customers, otherwise insert 'Not Applicable'>>
7.	1.1 of ICT SOA Conditions	ICT Arrangement Commencement Date	<<insert the date on which the ICT Standing Offer Arrangement is to commence>>
8.	1.1 of ICT SOA Conditions	ICT Arrangement Completion Date	<<insert the date on which the ICT Standing Offer Arrangement is to conclude>>
9.	1.1 & 6 of ICT SOA Conditions	ICT Arrangement Term	Term: <<specify the term of the ICT Standing Offer Arrangement>> Extension Period: <<specify details, if the Principal has the option to extend the ICT Arrangement>>
10.	1.1 & 8 of ICT SOA Conditions	Principal's Authorised Officer	Name: <<specify the Principal's Authorised Officer's name>> Position: <<specify the Principal's Authorised Officer's position title>> Telephone: <<specify the Principal's Authorised Officer's phone no.>> Facsimile: <<specify the Principal's Authorised Officer's facsimile no.>> Email: <<specify the Principal's Authorised Officer's email address>>
11.	1.1 & 8 of ICT SOA Conditions	Project Manager	Name: <<specify the Project Manager's name>> Position: <<specify the Project Manager's position title>> Telephone: <<specify the Project Manager's phone no.>> Facsimile: <<specify the Project Manager's facsimile no.>> Email: <<specify the Project Manager's email address>>
12.	9 of ICT SOA Conditions	Minimum Insurance Requirements – Public Liability Is Public Liability insurance required? <i>Note: Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least \$10 million per claim depending upon the Risk Assessment.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Sum Insured: <<insert amount to be insured>> Policy No.: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert name on the policy>> Expiry Date of Policy: <insert expiry date of policy>>

13.	9 of ICT SOA Conditions	<p>Minimum Insurance Requirements - Professional indemnity</p> <p>Is Professional Indemnity Insurance required? <i>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.)</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Sum Insured: <<insert amount to be insured>> Policy No.: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert name on the policy>> Expiry Date of Policy: <<insert expiry date of policy>></p>
		<p>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)</p> <ul style="list-style-type: none"> If "YES" then specify the alternative period. <p>Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)?</p> <ul style="list-style-type: none"> If "YES" please specify and <u>attach</u> a copy of the applicable scheme. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Alternative Period: <<insert the alternative period>></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
14.	9 of ICT SOA Conditions	<p>Minimum Insurance Requirements - Other insurances</p> <p>Is other insurance required?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Type of insurance: <<the type of insurance>> Sum Insured: <<insert amount to be insured>> Policy No: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert the name on the policy>> Expiry Date of Policy: <<insert the expiry date>></p>
15.	1.1 and 10 of ICT SOA Conditions	<p>Performance Guarantee</p> <p>Is a Performance Guarantee required under the ICT Arrangement?</p> <ul style="list-style-type: none"> 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. If "NO", then state "Not Required". If "YES" a Performance Guarantee is required, does the Contractor have a Performance Guarantee in place with the GITC Contract Authority? <ul style="list-style-type: none"> If "YES" then the Principal will rely upon such Performance Guarantee under the ICT Arrangement for all Customer Contracts. 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. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Date: <<specify the date by which the Performance Guarantee is required>> Name of Guarantor: <<insert the name of the Guarantor>></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

16.	1.1 & 11 of ICT SOA Conditions	<p>Financial Security</p> <p>Is a Financial Security required under the ICT Arrangement?</p> <ul style="list-style-type: none"> 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 Customer Contracts. If "NO", then state "Not Required" 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Amount: <<specify the maximum aggregate sum required>></p> <p>Name of Guarantor:<<specify the name of the Guarantor></p>
		<ul style="list-style-type: none"> If "YES":a Financial Security is required under the ICT Arrangement does the Contractor have a Financial Security in place with the GITC Contract Authority? <ul style="list-style-type: none"> If "YES" then the Principal will rely upon such Financial Security under the ICT Arrangement for all Customer Contracts. 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. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>No. of Contracts: <<specify the number of current Customer Contracts relying on this Financial Security>></p> <p>Details <<specify details regarding any claims>></p>
17.	18 of ICT SOA Conditions	<p>Confidentiality</p> <p>Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality?</p> <ul style="list-style-type: none"> If "YES" 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. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
18.	19 of ICT SOA Conditions	<p>Privacy & Personal Information</p> <p>Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of privacy?</p> <ul style="list-style-type: none"> If "YES" 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. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
19.	1.1 & 22 of ICT SOA Conditions	<p>Delivery Period</p>	<p><<specify the period during which the Products are to be supplied and/or the Services are to be performed>></p>
20.	23 of ICT SOA Conditions	<p>Performance Review</p>	<p><<specify the performance review criteria (e.g. key performance indicators [KPI]) for the ICT Arrangement>></p> <p><<specify the frequency of the performance review meetings for the ICT Arrangement>></p> <p><<specify the documentation, reports and data required for the ICT Arrangement>></p> <p><<specify the format for the above documentation, reports (including KPI's) and data>></p>

21.	29.1(a) of ICT SOA Conditions	Notice Relating to the ICT Arrangement – Principal’s Address for Notices	Address: <<insert Principal's address for Notices>> Facsimile No: <<insert Principal's facsimile no. for Notices>> Email Address: <<insert Principal's email address for Notices>>
22.	29.1(b) of ICT SOA Conditions	Notice Relating to the ICT Arrangement – Contractor’s Address for Notices	Address: <<insert Contractor's address for Notices>> Facsimile No: <<insert Contractor's facsimile no. for Notices>> Email Address: <<insert Contractor's email address for Notices>>
23.	1.1 of ICT SOA Conditions	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 under the ICT Arrangement>>
24.	13 of ICT SOA Conditions	Requirements for Products and/or Services	<<specify if the Products are to be other than new/unused condition and of recent origin.>>
25.	1.1 of GITC Part 2	Specified Personnel	<<Specify the names and qualifications of any key personnel, including Specified Personnel (if any), who are to be dedicated to the ICT Arrangement and all Customer Contracts>> <<Specify any limitations to the above (e.g. John Doe – 5 hours per day)>>
26.	1.1 of GITC Part 2	System	<<Specify the operating system intended to meet the Customer's needs of which the Product will form part of>>
27.	1.1 of GITC Part 2	Warranty Period (System)	<<Specify the Warranty Period of the System (if applicable)>>
28.	3.1 of GITC Part 2	Pricing Maximum Price for Deliverable	<<Specify the Price structure for the Deliverables>>
29.	6.1 of GITC Part 2	Intellectual Property Rights in New Contract Material	<<Choose the terms of ownership of the Intellectual Property applicable to the ICT Arrangement>> <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 1 – Option A (Customer – owned - no licence back to Contractor); or <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 1 – Option B (Customer – owned - licence back to Contractor); or <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 2 (Contractor owned – licensed back to the Customer); or <input type="checkbox"/> Schedule C2 - Intellectual Property Ownership – Model 3 (Co-ownership – non-consultative co-ownership); or <input type="checkbox"/> Some other basis as agreed between the Principal and Contractor – full details must be included in this Schedule 1 regarding ownership of the Intellectual Property. <<Specify: • 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.

			<ul style="list-style-type: none"> 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 GITC Part 2>>
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 the amount of the liability cap (e.g. an amount of \$(x) million or (y) times the value of any Customer Contracts established as the result of the ICT Arrangement>>
31.		INTENTIONALLY LEFT BLANK	
32.	8.1 of GITC Part 2	Customer Supplied Items (CSI) Are any CSI to be provided to the Contractor by the Customer under the Customer Contract? <ul style="list-style-type: none"> If "YES", please also complete Schedule S1 of GITC Part 4. 	Yes <input type="checkbox"/> No <input type="checkbox"/> If "YES" then specify the following: <ul style="list-style-type: none"> any costs associated with the CSI that the Contractor will incur; and any costs associated with preserving, forwarding or disposing of any damaged CSI that the Contractor will incur.
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 if the Contractor is responsible for undertaking the Site preparation>>
34.	9.1 of GITC Part 2	Compliance with Laws, Standards and Codes	<<Specify any specific codes, policies, guidelines and/or applicable Standards that the Contractor will and/or must comply with>> <<Specify any licences or accreditation requirements>>
35.	9.4 of GITC Part 2	Contractor's Warranty	<<Specify any quality assurance and compliance requirements required during the ICT Arrangement Term by the Contractor>> <<Specify if alternative requirements are required for the Product>>
36.	10.3 of GITC Part 2	Approved Parties Are any Approved Parties to be associated with the ICT Arrangement and any Customer Contract? <ul style="list-style-type: none"> If "YES", please provide full details (including their involvement in the ICT Arrangement and Customer Contract) and complete Schedule S9 of GITC Part 4. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/> If "YES" then specify the following: Date: <<specify date Management Committee is to be established >> Authorised Representatives: <<insert name/s>> Principal's Representative: <<insert name>> Contractors Representative: <<insert name>> <<specify the management committee's other functions>>

38.	11.2 of GITC Part 2	<p>Progress Reporting Is the Contractor to maintain a Work-in-Progress Diary?</p> <ul style="list-style-type: none"> If "YES" please complete Schedule S14 of GITC Part 4 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
39.	11.3 of GITC Part 2	<p>Customer Contract Review Procedures</p>	<p><<Specify any specific time intervals for service and performance reviews under the ICT Arrangement>> <<Specify any other matters to be reviewed>></p>
40.	11.7 of GITC Part 2	<p>Escrow of Source Code Is Escrow required?</p> <ul style="list-style-type: none"> If "YES", specify any costs associated with the escrow agreement and complete and attach Schedule S8 of GITC Part. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> <<Specify any costs associated with the escrow arrangement>></p>
41.	12.1 of GITC Part 2	<p>Delivery and Installation</p>	<p><<Specify if the Product may, prior to delivery, be substituted by a modified or upgraded version>> <<Specify if the Contractor is to install the Product and if so, specify the time and manner of installation>> <<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)>> <<Specify if the Product packaging material is NOT to be removed from the Site on or before AAD>> <<Specify if the Customer is to be responsible for the costs associated with pre-installation testing. Please also include any associated costs>> <<Specify if the Customer should NOT install the Product upon delivery>> <<Specify if any warranty is to be affected by the Customer installing or configuring the Product>></p>
42.	12.2 of GITC Part 2	<p>Title and Risk</p>	<p><<Specify if the transfer of title for each Deliverable is NOT immediately upon the AAD>> <<Specify when title is transferred>></p>
43.	12.4 of GITC Part 2	<p>Acceptance Testing Is Acceptance Testing required for the Deliverable?</p> <ul style="list-style-type: none"> If "YES" specify the Acceptance Test Period; and complete and attach Schedule S11 of GITC Part 4. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> <<Specify the Acceptance Testing period>></p>
44.	12.6 of GITC Part 2	<p>Documentation</p>	<p><<Specify any Documentation to be made available by the Contractor to a Customer under the ICT Arrangement>> <<Specify the number of additional copies of the Documentation available for purchase by the Customer (if applicable)>> <<Specify the Delivery Period which the copies of the Documentation can be delivered to a Customer>> <<Specify the costs (if any) in Schedule 2 associated with any additional Documentation>> <<Specify the medium in which the Documentation can be provided by the Contractor>></p>
45.	12.7 of GITC Part 2	<p>Training</p>	<p><<Specify any training the Contractor can provide to a Customer to enable the Customer to:</p> <ul style="list-style-type: none"> conduct relevant Acceptance Testing (if required) and/or operate the Deliverable>> <p><<Specify the costs (if any) associated with this training>></p>

46.	12.9 of GITC Part 2	Retention of Monies	<p><<Specify the portion of the Contract Price (if any) to be retained by a Customer>> <<Specify:</p> <ul style="list-style-type: none"> • the period for which the retained portion must be held; or • the Milestones/events at which the retained portion may be released.>>
47.	13.1 of GITC Part 2	Payment of the Customer Contract under the ICT Arrangement Price	<p><<Specify the timing of when any payments are due>> <<Specify the Payment methods permissible:</p> <ul style="list-style-type: none"> • cash; • cheque; • Queensland Government Corporate Credit Card; and/or • electronic funds transfer. <ul style="list-style-type: none"> ○ if electronic funds transfer, please specify the following: <ul style="list-style-type: none"> - Bank; - Branch Code No.; and - Account Code>> <p><<Specify any restrictions on the above methods of Payment chosen>></p>
48.	13.2 of GITC Part 2	Invoices and Time for Payment	<p><<Specify if payment of a Product is due other than midnight on AAD>> <i>(N.B: not required if a Project, Implementation and Payment Plan – Schedule S2 of GITC Part 4 exists)</i> <<Specify the date and terms of payment for a Service>> <i>(N.B: not required if a Project, Implementation and Payment Plan – Schedule S2 of GITC Part 4 exists)</i> <<Specify the payment period if payment of a Correctly Rendered Invoice is to be other than 30 days>> <<Specify if any additional invoice details (if applicable), are required by the Customer>></p>

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 disclosed to 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 otherwise be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

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

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

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

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

Description	Details
Any conditions that may affect the Pricing:	<<inset conditions that may affect the pricing>>
Any Approved Expenses that are associated with the ICT Arrangement:	<<insert any Approved Expenses which are associated with the ICT Arrangement>>
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 any other price that may be charged to a Customer for the supply of the Products and/or Services under the ICT Arrangement>>
<p>Specify if the Prices offered are either:</p> <p>"Firm" - that is the price does not change for the duration of the Customer Contract, unless the scope of the work changes;</p> <p>OR</p> <p>"Fixed" - 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).</p> <p>If "Fixed", 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.</p> <p>At the conclusion of the 'Fixed' period, Pricing is subject to:</p> <ul style="list-style-type: none"> • Exchange Rate fluctuations; • Consumer Price Index variations; or • Other factors. <p><i>Please note any 'Fixed' Pricing movements will be in accordance with clause 12 of the ICT Standing Offer Arrangement Conditions.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>OR</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Period: <<specify period>> OR Date: <<insert date>></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "YES" please refer to Schedule 4 – Conditions Relating to Price Variations (Exchange Rate Movements) and also in Schedule 5 - Cost Breakdown of Price (if applicable).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "YES" please refer to Schedule 6 - Conditions Relating to Price Variations (Consumer Price Index [CPI]) (if applicable).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "YES" please refer to Schedule 7 - Conditions Relating to Price Variations (Other Factors) (if applicable).</p>

Discount and Rebate (clause 13 of GITC Part 2)

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

Payment Method (clause 13 of GITC Part 2)

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

SCHEDULE 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 number>>	<<insert details of departures, variations, additions>>
ICT Standing Offer Arrangement Conditions:		
Section A – ICT Arrangement	<<insert clause number>>	<<insert details of departures, variations, additions>>
Section B – ICT Conditions of Customer Contract	<<insert clause number>>	<<insert details of departures, variations, additions>>
Schedules of ICT Arrangement		
Schedule 1 – ICT Arrangement Details	<<insert clause number>>	<<insert details of departures, variations, additions>>
Schedule 2 – Products and/or Services and pricing	<<insert clause number>>	<<insert details of departures, variations, additions>>
Schedule A – GITC General Order	<<insert clause number>>	<<insert details of departures, variations, additions>>
Schedule B – GITC Module Order	<<insert clause number>>	<<insert details of departures, variations, additions>>

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 this Price variation may be applied are detailed below:

(a) Brief description of item.

<<insert brief description of item>>

(b) Customs tariff item number.

<<insert tariff item number>>

(c) Rate of duty.

<<insert rate of duty>>

(d) Amount of duty payable.

<<insert amount of duty payable>>

(e) Does the Price offered include this duty?

Yes No

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

<<insert rate of exchange>>

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

<<insert date>>

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

<<insert foreign currency concerned>>

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

<<insert details upon which the offered Price is based>>

SCHEDULE 5 – COST BREAKDOWN OF PRICE**NOTE TO PRINCIPAL**

Please delete this Schedule if not applicable.

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

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

SCHEDULE 6 – CONDITIONS RELATING TO PRICE VARIATIONS (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 this 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 Price offered 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 this 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 offered (no price increases will be allowed for any factor not declared);

<<insert details>>

- (b) The methodology which will be applied to determine the variation in the Price;

<<insert details>>

- (c) Are Prices bases solely on a published list?

Yes **No**

- (d) If 'Yes' to (c) above, please state percentage discount offered off that Price list and attach copy of that Price list. Percentage discount offered must remain the minimum in any variation.

<<insert percentage discount offered>>

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 www.ggcpo.qld.gov.au – 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 the ICT Arrangement number>>
2		Contractor's GITC Agreement No	Q- <<insert Contractor's GITC Agreement Number>>
3	1.1 of GITC Part 2	Customer	Name: State of Queensland (acting through <<insert name of Queensland Government department or agency>>) OR <<insert name of entity, if not the State of Queensland>> ABN/ACN: <<insert Customer's ABN/ACN>> Address: <<insert Customer's address>>
4		Customer's Project Manager	Name: <<insert name of Customer's contact officer>> Address: <<insert address>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
5		Officer Receiving the Invoice	Name: <<insert name of Customer's contact officer>> Department: <<insert name of agency>> Address: <<insert contact officer's address>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
6	1.1 of GITC Part 2	Contractor	Name: <<insert full name of the Contractor>> ABN/ACN: <<insert Contractor's ABN/ACN>> Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone no.>> Facsimile: <<insert Contractor's facsimile>> Email: <<insert Contractor's email address>> Contact Person: <<insert the name of the Contractor's contact person for the Contract>>
7		Delivery Address	<<specify the Delivery address of where the Deliverables are to be delivered>>
8	1.1 of GITC Part 2	Business Day	<<specify timing and days if outside normal <i>Business Day</i> , as defined in GITC Part 2>>
9	1.1 of GITC Part 2	Contract Period <i>Note: Any Warranty Periods MUST be incorporated into the Contract Period for the total Customer Contract.</i>	The Contract Period for the Customer Contract is: <ul style="list-style-type: none"> • <<insert commencement date>>; and • <<insert conclusion date>> and needs to incorporate any Warranty Periods: <<insert details of any Warranty Periods>>

10	1.1 of GITC Part 2	Contract Price	Refer to Schedule B.
11	1.1 of GITC Part 2	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 GITC Part 2	Deliverable	<<specify the Products and/or Services to be supplied under the Customer Contract>>
13	1.1 of GITC Part 2	Site	<<specify the locations where the Deliverable is to be delivered and/or installed (as applicable)>>
14	1.1 of GITC Part 2	Specified Personnel	<<specify the key personnel, including Specified Personnel (if any), who are to be dedicated to the Customer Contract, as specified in item 25 of Schedule 1>> <<specify any exemptions to the above (e.g. John Doe – 5 hours per day)>>
15	1.1 of GITC Part 2	System	<<specify the operating system intended to meet the Customer's needs of which the Product will form a part (if applicable)>>
16	1.3 of GITC Part 2	<p>Time of the Essence</p> <p>Is time to be of the essence in relation to the Contractor's general obligations under a Customer Contract?</p> <ul style="list-style-type: none"> If "YES", please provide details of the general obligations for which time is of the essence <p>If "YES" please specify any Milestones for which time is NOT of the essence.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Details: <<specify the milestones where time is of the essence>> Details: <<if applicable, specify any Milestones for which time is NOT of the essence>></p>
17	5.4 of GITC Part 2	<p>Confidentiality</p> <p>[Specify if limited disclosure of information regarding the Customer Contract is permitted by the Contractor or its Approved Parties]</p> <p>[Specify the terms and conditions relevant to this disclosure]</p> <p>[Specify if disclosure of the Contractor's Confidential Information is permitted by the Customer]</p> <p>[Specify the terms and conditions relevant to this disclosure]</p> <p>[Specify if limited disclosure of the Customer's Confidential Information is permitted by the Contractor or its Approved Parties]</p> <ul style="list-style-type: none"> if "YES", please complete Schedule S6 of GITC Part 4. <p>[Specify the terms and conditions of this disclosure]</p> <p>[Specify any specific Customers who are not entitled to obtain Confidential Information in relation to the Contractor]</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
18	5.5 of GITC Part 2	<p>Privacy and Disclosure of Personal Information</p> <p>Is a Deed of Privacy required?</p> <ul style="list-style-type: none"> If "YES" please complete Schedule S10 of GITC Part 4 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
19	5.6 of GITC Part 2	Secrecy and Security	<<specify any secrecy or security requirements of the Customer that the Contractor is to comply with during the Customer Contract>

20	7.1 of GITC Part 2	Liability	<p>(a) Specify those liabilities that are not to be excluded as indirect or consequential loss.</p> <p>(b) Specify if liability is to be capped. If "NO", then liability remains uncapped for both Parties. If "YES":</p> <p>(i) Specify whether the liability is to be capped:</p> <ul style="list-style-type: none"> ○ per occurrence; or ○ in the aggregate for all occurrences including over what period (eg. refreshed annually, etc). <p>(ii) the amount of the liability cap (eg. an amount of \$(x) million or (y) times the value of the Customer Contract).</p>
21	7.2 of GITC Part 2	Indemnity	<p>(a) Specify if indemnity is to be capped. If "NO", then indemnity remains uncapped for both Parties. If "YES":</p> <p>(i) Specify whether the Indemnity is to be capped:</p> <ul style="list-style-type: none"> ○ per occurrence; or ○ in the aggregate for all occurrences including over what period (eg. refreshed annually, etc). <p>(ii) the amount of the indemnity cap (eg. an amount of \$(x) million or (y) times the value of the Customer Contract).</p>
22	8.1 of GITC Part 2	Customer Supplied Items (CSI) Are any CSI to be provided to the Contractor by the Customer under the Customer Contract, as specified in item 34 of Schedule 1? <ul style="list-style-type: none"> • If "YES", please complete Schedule S1 of GITC Part 4 and specify any costs associated with the CSI that the Contractor will incur. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><<specify any costs associated with the CSI that the Contractor will incur>> <<specify any costs associated with preserving, forwarding or disposing of any damaged CSI that the Contractor will incur>></p>
23	8.2 of GITC Part 2	Customer's Data and Processing Environment	<p><<specify the Customer's processing environment relevant to the Deliverables under the Customer Contract>> <<specify if the Contractor is to provide any assistance or training relating to:</p> <ul style="list-style-type: none"> • installation; or • use of a Product or operation of System equipment>> <p><<specify any costs associated with any assistance or training in relation to the processing environment that the Customer will incur>></p>
24	8.3 of GITC Part 2	Customer's Personnel 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 <i>Schedule S1 of GITC Part 4</i> .	<p><<insert names of Customer's Personnel>></p>

25	10.3 of GITC Part 2	Approved Parties 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? <ul style="list-style-type: none"> If "YES", please provide full details (including their involvement in the Customer Contract) and complete Schedule S9 of GITC Part 4. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
26	11.4 of GITC Part 2	Project, Implementation and Payment Plan Is a Project, Implementation and Payment Plan applicable to the Customer Contract? <ul style="list-style-type: none"> If "YES", please complete Schedule S2 of GITC Part 4. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
27	11.5 of GITC Part 2	Staged Implementation Does Stage Implementation apply to the Customer Contract? <ul style="list-style-type: none"> 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. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
28	11.6 of GITC Part 2	Liquidated Damages Are Liquidated Damages applicable to the Customer Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/> <<If "YES" , please specify the: <ul style="list-style-type: none"> Stage to be covered to which the Liquidated Damages apply (eg. Milestone, Stage, etc); amount payable by the Contractor to the Customer for a delivery in performing a Stage; method for the calculating the Liquidated Damages; and the period of days, if other than 90 days, from which Liquidated Damages are to apply.>>
29	12.1 of GITC Part 2	Delivery and Installation	<<specify the time for delivery of the Product>> <<if the Contractor is to install the Product (refer item 44 of Schedule 1), specify the time and manner of installation>>
30	12.6 of GITC Part 2	Documentation	<<specify any Documentation to be made available by the Contractor to the Customer under the ICT Arrangement, as specified in item 48 of Schedule 1>> <<specify the number of additional copies of the Documentation being purchased by the Customer (if applicable)>> <<specify the Delivery Period which the copies of the Documentation are to be delivered to the Customer>> <<specify the costs (if any) in Schedule 2 associated with the additional Documentation>> <<specify the medium in which the Documentation will be provided by the Contractor>>

31	12.7 of GITC Part 2	Training	<p><<specify the training to be provided by the Contractor to the Customer to enable the Customer to:</p> <ul style="list-style-type: none"> • conduct relevant Acceptance Testing (if required) and/or • operate the Deliverable, • as specified in item 49 of Schedule 1;>> <p><<specify the costs (if any) associated with this training>></p>
32	13.4 of GITC Part 2	Credit/Debt Card or Electronic Facility	<<specify any credit/debt card or electronic facilities that the Customer may use to pay the Customer Contract>>
33	17.8 of GITC Part 2	Notice Relating to the Customer Contract – Customer’s address for Notices	<p>Address: <<insert Customer’s address for Notices>></p> <p>Facsimile No: <<insert Customer’s facsimile no. for Notices>></p> <p>Email Address: <<insert Customer’s email address for Notices>></p>
34	17.8 of GITC Part 2	Notice Relating to the Customer Contract – Contractor’s Address for Notices	<p>Address: <<insert Contractor’s address for Notices>></p> <p>Facsimile No: <<insert Contractor’s facsimile no. for Notices>></p> <p>Email Address: <<insert Contractor’ email address for Notices>></p>

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.

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>>

<<insert Module Order Number and Title>>

<<insert Module Order Number and Title>>

<<insert Module Order Number and Title>>

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