

# **Standing Offer Arrangement Conditions**

## **DEED OF AGREEMENT**

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

**Version 001- dated 19 February 2009**



### **Introduction**

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

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

Further information may be obtained from Queensland Government Chief Procurement Office website on [www.qgcpo.qld.gov.au](http://www.qgcpo.qld.gov.au)

## DEED OF AGREEMENT

This Deed of Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_

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

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

### BACKGROUND

- A. The Principal wishes to establish a standing offer arrangement with the Contractor for the provision by the Contractor of Goods and/or Services to Customers in accordance with the terms and conditions of this Deed of Agreement.
- B. The Contractor has agreed to supply Goods and/or Services to Customers upon the terms and conditions of any 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 Standing Offer Arrangement Conditions and have the same meaning in this Deed.

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

“**Standing Offer Arrangement Conditions**” means the terms and conditions of the Standing Offer Arrangement as specified in the Standing Offer Arrangement Conditions Version 001 – dated 11 February 2009, which can be located from the Queensland Government Chief Procurement Office website: [www.gccpo.qld.gov.au](http://www.gccpo.qld.gov.au) under ‘Standard contract forms’ or via emailing the Principal’s Authorised Officer; and

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

#### 1.2 Standing Offer Arrangement Conditions

- 1.2.1 The Contractor warrants to the Principal that it will comply with and observe the requirements of this Deed of Agreement.
- 1.2.2 The Contractor must comply with the Standing Offer Arrangement Conditions and Schedules 1, 2 and 3, as amended by the Parties from time to time in accordance with clause 31 of the Standing Offer Arrangement Conditions.

#### 1.3 Arrangement Term

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

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

**EXECUTED AS A DEED**

**EXECUTION BY PRINCIPAL:**

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

**EXECUTION BY CONTRACTOR:**

*If Contractor is a company*

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

**OR**

*If Contractor is an individual*

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

## SCHEDULE 1: ARRANGEMENT DETAILS

The below Schedules 1, 2, and 3 must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 001 – dated 19 February 2009 located via: [www.qgcqpo.qld.gov.au](http://www.qgcqpo.qld.gov.au) – under 'Standard contract forms', along with any additional standing offer arrangement conditions as detailed in Schedule 3. The Standing Offer Arrangement Conditions Version 001 – dated 19 February 2009 along with the below Schedules will govern this Arrangement.

No.	Reference Clause No.	Arrangement – Reference Clause Title	Arrangement Details
1		<b>Arrangement Number</b> [Specify Arrangement No.]	No.
2	1.1	<b>Principal</b> [Insert full name of the Principal].  [Insert the Principal's ABN / ACN] [Insert the Principal's address]	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: Address:
3	1.1	<b>Contractor</b> [Insert full name of Contractor] [Insert Contractor's address] [Insert Contractor's phone no.] [Insert Contractor's fax no.] [Insert Contractor's email address] [Insert the name of the person representing the Contractor, who will be responsible for the Arrangement].	Name: Address: Telephone: Facsimile: Email: Contact Person:
4	1.1	<b>Customer</b> [Specify the name/s of the Customer/s who may purchase the Goods and/or Services under this Arrangement].	
5	1.1 and 6	<b>Arrangement Commencement Date</b> [Specify the date on which this Standing Offer Arrangement is to commence].	
6	1.1 and 6	<b>Arrangement Completion Date</b> [Specify the date on which this Standing Offer Arrangement is to conclude].	
7	1.1 and 6	<b>Arrangement Term</b> [Specify the term of this Standing Offer Arrangement]. [Specify details, if the Principal has the option to extend this Standing Offer Arrangement].	Term: Extension Period:

8	1.1 and 8	<p><b>Principal Authorised Officer</b>  [Specify the Principal's Authorised Officer's name]  [Specify the position title of Principal's Authorised Officer]  [Specify the Principal's Authorised Officer's phone no&gt;&gt;  [Specify the Principal's Authorised Officer's fax no.]  [Specify the Principal's Authorised Officer's email address.]</p>	Name: Position: Telephone: Facsimile: Email:
9	1.1 and 8	<p><b>Project Manager</b>  [Specify the name of Project Manager]  [Specify the position title of Project Manager]  [Specify the phone no. of the Project Manager]  [Specify the fax no. of the Project Manager]  [Specify the email address of the Project Manager]</p>	Name: Position: Telephone: Facsimile: Email:
10	13	<p><b>Requirements for Goods and/or Services</b>  [Specify if the Goods are to be other than new and unused condition and of recent origin.]</p>	
11	1.1 and 17	<p><b>Delivery Period</b>  [Specify the delivery period which the Goods are to be supplied and/or the Services are to be performed].</p>	
12	18	<p><b>Performance Review</b>  [Specify the performance review criteria (e.g. key performance indicators {KPI}) for this Arrangement]  [Specify the frequency of the performance review meetings for this Arrangement.]  [Specify the documentation, reports and data required for this Arrangement.&gt;&gt;  &lt;&lt;Specify the format for the above documentation, reports (including KPI's) and data&gt;&gt;</p>	Key Performance Criteria:  Frequency of KPI Meetings:
13	1.1 and 19	<p><b>Performance Guarantee</b>  Is a Performance Guarantee required under this Arrangement?</p> <ul style="list-style-type: none"> <li>• If <b>"YES"</b> then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Principal, which will be relied upon under this Arrangement for all subsequent Contract/s. <ul style="list-style-type: none"> <li>(i) [Specify the date by which the Performance Guarantee is required]; and</li> <li>(ii) [Specify the name of the Guarantor.]</li> </ul> </li> <li>• If <b>"NO"</b>, then state "Not Required".</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No  Date:  Name of Guarantor:

14	1.1 and 20	<p><b>Financial Security</b></p> <p>Is a Financial Security required under this Arrangement?</p> <ul style="list-style-type: none"> <li>If <b>“YES”</b> then the Contractor must complete and attach a Financial Security in a form acceptable to the Principal, which will be relied upon under this Arrangement for all subsequent Contract/s.</li> <li>(h) [Specify the maximum aggregate sum required]; and</li> <li>(ii) [Specify the name of the Guarantor.]</li> <li>If <b>“NO”</b>, then state “Not Required”.</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Amount:</p> <p>Name of Guarantor:</p>
15	1.1 and 22	<p><b>Intellectual Property Rights</b></p> <p>[New Contract Material vests in the <b>Customer</b>].</p> <p><b>OR</b></p> <p>Clause 22.4 applies [New Contract Material vest in the <b>Contractor</b> with licence rights to the Customer for Customer use.</p> <p>If <b>“Yes”</b> to clause 22.4, clause 22.4(b) applies (Customer has full commercial exploitation rights)].</p> <p><b>Moral Rights</b></p> <p>22.7(d) [List any specific acts or omissions in relation to Moral Rights in addition to those specified in clause 22.7(a) – (c) that are being consented to.</p> <p>[If no additional acts or omissions are to be specified insert “Nil” or “Not Applicable”.</p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>OR</b></p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
16	23	<p><b>Confidentiality</b></p> <p>Is the Contractor required to obtain from its officers, employees, agents and sub-contractors a confidentiality undertaking?</p> <ul style="list-style-type: none"> <li>If <b>“YES”</b> then the Contractor must complete and attach a confidentiality undertaking in a form acceptable or provided by the Principal, which will be relied upon under this Arrangement for all subsequent Contract/s.</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
17	24	<p><b>Privacy &amp; Disclosure of Personal Information</b></p> <p>Is the Contractor required to obtain from its officers, employees and sub-contractors an executed privacy deed?</p> <ul style="list-style-type: none"> <li>If <b>“YES”</b> then the Contractor must complete and attach a privacy deed in a form acceptable or provided by the Principal, which will be relied upon under this Arrangement for all subsequent Contract/s].</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>

18	25 of Section A and 56 of Section B	<p><b>Liability</b>                  [Specify the amount of the liability cap (e.g. an amount of \$(x)million or (y) times the value of any Contracts established as the result of this Arrangement]  <i>For the avoidance of doubt, \$0 or no amount specified means liability is unlimited.</i></p>	\$
19	27	<p><b>Insurance– Public Liability Insurance</b>                  Is Public Liability Insurance required?                  • If “<b>YES</b>” then specify the following:                      ○ amount to be insured;                      ○ Policy Number;                      ○ name of Insurance Provider;                      ○ name on the Insurance Policy;                      ○ Expiry Date of the Insurance Policy.    <i>[Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least \$10 million per claim depending upon the Risk Assessment]</i></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Sum Insured:                  Policy No.:                  Insurance Provider:                  Named Insured:                  Expiry Date of Policy:</p>
20	27	<p><b>Insurance – Professional Indemnity</b>                  Is Professional Indemnity Insurance required?                  • If “<b>YES</b>” then specify the following:                      ○ amount to be insured;                      ○ Policy Number;                      ○ name of Insurance Provider;                      ○ name on the Insurance Policy;                      ○ Expiry Date of the Insurance Policy.                    Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years from the Arrangement Completion Date or termination of the Arrangement)                  • If “<b>YES</b>” then specify the alternative period.                    Is the Contractor a member of a scheme approved under the <i>Professional Standards Act 2004 (Qld)</i>?                  • If “<b>YES</b>” please specify and provide details.    <i>[Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services)].</i></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Sum Insured:                  Policy No.:                  Insurance Provider:                  Named Insured:                  Expiry Date of Policy:</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Alternative Period:  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>



21	27	<p><b>Insurance – Other insurances:</b> Is other Insurance/s required?</p> <ul style="list-style-type: none"> <li>• If “<b>YES</b>” then specify the following: <ul style="list-style-type: none"> <li>○ amount to be insured;</li> <li>○ Type of insurance policy required;</li> <li>○ Policy Number;</li> <li>○ name of Insurance Provider</li> <li>○ name on the Insurance Policy</li> <li>○ Expiry Date of the Insurance Policy.</li> </ul> </li> </ul>	<p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Sum Insured: Insurance Policy:  Policy No.: Insurance Provider: Named Insured: Expiry Date of Policy:</p>
22	36.1(a)	<p><b>Notices – relating to this Arrangement</b> [Specify the Principal's address for Notices] [Specify the Principal's fax no for Notices] [Specify the Principal's email address for Notices].</p>	<p>Address: Facsimile No.: Email:</p>
23	36.1(b)	<p><b>Notices - relating to this Arrangement</b> [Specify the Contractor's address for Notices] [Specify the Contractor's fax no for Notices] [Specify the Contractor's email address for Notices].</p>	<p>Address:  Facsimile No.: Email:</p>

**Privacy Statement** - The Principal is collecting Personal Information from the Contractor for the purpose of administering this Arrangement and any subsequent Contract/s. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Arrangement and any subsequent Contract/s. Personal information will not be disclosed to any other third party without consent of the Contractor, except for authorised purposes described in Information Standard 42 – ‘Information Privacy’ which is located via: [www.qgcio.qld.gov.au/qgcio/architectureandstandards](http://www.qgcio.qld.gov.au/qgcio/architectureandstandards)

**SCHEDULE 2: LIST OF GOODS AND/OR SERVICES INCLUDING PRICE UNDER THIS ARRANGEMENT**

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

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

<<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**

These terms and conditions reflect variations to the standard provisions of this Arrangement and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and Contractor.

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

Parts	Clause Number	Departures
<b>Specifications</b>		
<b>Standing Offer Arrangement Conditions</b>  Section A –Arrangement          Section B –Conditions of Contract		

## SCHEDULE A – CONTRACT DETAILS

The below Schedule A must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 001 – dated 19 February 2009 located via: [www.qgcqpo.qld.gov.au](http://www.qgcqpo.qld.gov.au) – under 'Standard contract forms' along with any additional standing offer arrangement conditions as detailed in Schedule 3. The Standing Offer Arrangement Conditions Version 001 – dated 19 February 2009 along with the below Schedule will govern this Contract.

No.	Reference Clause No.	Contract - Reference Clause Title	Contract Details
1		<b>Arrangement No.</b> [Specify the Arrangement No.]	No.
2	1.1	<b>Customer</b> [Insert full name of the Customer].  [Insert the Customer's ABN] [Insert the Customer's address] [Insert name of Customer's contact officer] [Insert Contact Officer's phone no.] [Insert Contact Officer's fax no.] [Insert Contact Officer's email address]	Name: State of Queensland (acting through <<insert name of Queensland Government department or agency>>) <b>OR</b> <<insert name of entity, if not the State of Queensland>>  ABN: Address: Contact Officer:  Phone No.: Facsimile No.: Email:
3		<b>Ordering Officer</b> [Insert name of the ordering officer] [Insert name of the Customer] [Insert ordering officer's postal address] [Insert ordering officers fax no.] [Insert ordering officer's phone no.] [Insert ordering officer's email address]	Name: Department: Address:  Facsimile No.: Phone No.: Email:
4	1.1	<b>Contractor</b> [Insert full name of Contractor] [Insert Contractor's address] [Insert Contractor's phone no.] [Insert Contractor's fax no.] [Insert Contractor's email address] [Insert the name of the person representing the Contractor, who will be responsible for the Contract].	Name: Address: Telephone: Facsimile: Email: Contact Person:
5	1.1 and 43	<b>Contract Commencement Date</b> [Specify the date on which this Contract that will be formed by the placement of this Schedule is to commence].	
6	1.1 and 43	<b>Contract Completion Date</b>	

		[Specify the date on which this Contract that will be formed by the placement of this Schedule is to conclude].	
7	1.1 and 43	<b>Contract Term</b> [Specify the term of this Contract].	
8	1.1	<b>Delivery / Site</b> [Specify delivery address of where the Deliverables are to be delivered.]	
9	1.1 and 46	<b>Delivery Period</b> [Specify the Delivery Period which the Goods are to be supplied and/or the Services are to be performed to the Customer].	
10	1.1 and 48	<b>Goods and/or Services including Price</b> [Specify the Goods and/or Services including Price which forms part of this Contract]. [Specify any delivery and/or installation Price applicable to this Contract]. [Specify any taxes, duties or other charges and their details associated with each Goods and/or Services applicable to this Contract]. [Specify any milestone payments]. [Specify the total Price for this Contract]. [Specify if the Price is inclusive or exclusive of GST. If exclusive of GST, please specify the GST component].	
11	1.1 and 48	<b>Approved Expenses</b> [Insert full details including pricing for any Approved Expenses for which the Contractor will be entitled to be reimbursed]. [Specify the maximum amount payable to the Contractor by the Customer under this Contract, if applicable].	
12	1.1 and 45	<b>Project Manager</b> [Specify the name of Project Manager] [Specify the position title of Project Manager] [Specify the phone no. of the Project Manager] [Specify the fax no. of the Project Manager] [Specify the email address of the Project Manager]	Name:  Position:  Phone No.:  Facsimile No.: Email:

13	46	<p><b>Provision of the Goods and/or Services (Milestones)</b></p> <p>[Insert a description of the milestones and proposed achievement dates.]</p>	
14	46	<p><b>Provision of the Goods and/or Services (Periodic or Recurrent Services)</b></p> <p>[Insert time/frequency/intervals for the performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable".]</p>	
15	46	<p><b>Provision of the Goods and/or Services (Customer Assistance)</b></p> <p>Is any assistance to be provided by the Customer to the Contractor in relation to the Goods and/or Services?</p> <p>If "YES" please provide details..</p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
16	47	<p><b>Performance of Key Personnel</b></p> <p>Is Key Personnel associated with this Contract?</p> <ul style="list-style-type: none"> <li>If "YES" the Contractor is to specify the names of personnel who are to undertake the Services for the Contractor and their qualifications.]</li> <li>If "NO" please specify "Not Applicable" if there is no Key Personnel.]</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Name:</p> <p>Qualifications:</p>
17	55	<p><b>Confidentiality</b></p> <p>Is the Contractor required to obtain from its officers, employees, agents and sub-contractors a confidentiality undertaking for this Contract?</p> <ul style="list-style-type: none"> <li>If "YES" then the Contractor must complete and attach a confidentiality undertaking in a form acceptable or provided by the Customer.</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
18	56	<p><b>Privacy &amp; Disclosure of Personal Information</b></p> <p>Is the Contractor required to obtain from its officers, employees and sub-contractors an executed privacy deed?</p> <ul style="list-style-type: none"> <li>If "YES" then the Contractor must complete and attach a privacy deed in a form acceptable or provided by the Customer.]</li> </ul>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
19	64.1(a)	<p><b>Notices – Relating to the Contract</b></p> <p>[Specify the Customer's address for Notices]</p> <p>[Specify the Customer's fax no for Notices]</p> <p>[Specify the Customer's email address for Notices].</p>	<p>Address:</p> <p>Facsimile No.:</p> <p>Email:</p>

20	64.1(b)	<p><b>Notices - Relating to the Contract</b></p> <p>[Specify the Contractor's address for Notices]</p> <p>[Specify the Contractor's fax no for Notices]</p> <p>[Specify the Contractor's email address for Notices].</p>	<p>Address:</p> <p>Facsimile No.:</p> <p>Email:</p>
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**Privacy Statement** - The Customer is collecting Personal Information from the Contractor for the purpose of administering this Contract. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories, for the purpose of administering this Contract. Personal Information will not be disclosed to any other third party without consent of the Contractor, except for authorised purposes described in Information Standard 42 – 'Information Privacy', which is located via: [www.qgcio.qld.gov.au/qgcio/architectureandstandards](http://www.qgcio.qld.gov.au/qgcio/architectureandstandards)