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# STANDING OFFER ARRANGEMENT CONDITIONS DEED OF AGREEMENT

For the provision of Goods and/or Services

Version 004 – dated 13 July 2011

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## DEED OF AGREEMENT

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

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

“**Additional Provisions**” means the departures from and additions to the Specifications or Standing Offer Arrangement Conditions and/or any additional terms and conditions that are:

- (a) specified in Section 5 of the Invitation; and/or
- (b) agreed between the Principal and Contractor as specified in Schedule 3;

“**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 Arrangement is established;

“**Standing Offer Arrangement Conditions**” means the terms and conditions of the Standing Offer Arrangement (Divisions A and B) as specified in the 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](http://www.qgcpo.qld.gov.au) under ‘Government terms and conditions’ and any Additional Provisions; and

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

#### 1.2 Terms of the Standing Offer Arrangement

- 1.2.1 The Arrangement is formed upon the execution of this Deed of Agreement by the Principal and the Contractor
- 1.2.2 The following documents constitute the entire Arrangement between the Principal and the Contractor:
  - (a) this Deed (including Additional Provisions);
  - (b) the Standing Offer Arrangement Conditions;
  - (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 Standing Offer Arrangement, as agreed in writing and executed by the Principal and Contractor
- 1.2.3 Subject to clause 1.2.6, 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 Such Additional Provisions relevant to a Contract are incorporated into the Arrangement, without further amendment.
- 1.2.5 Any Additional Provisions which purport to take away or reduce the entitlements that would otherwise be provided to the Principal under clause 37.11 of the Standing Offer Arrangement Conditions are null and void.
- 1.2.6 The Arrangement supersedes all prior representations, agreements, statements and understandings between the Principal and Contractor, whether oral or in writing relating to the subject matter of the Arrangement.

#### 1.3 Compliance with the Standing Offer Arrangement

- 1.3.1 The Parties must comply with the terms of the Standing Offer Arrangement.

#### 1.4 Term

- 1.4.1 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 <<insert date>> day of <<insert month>>, <<insert year>> )  
 by an authorised officer in the presence of: )  
 <<insert full name of witness>> ) \_\_\_\_\_  
 ) Signature of witness  
 )  
 <<insert full 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/ABN>> )  
*in accordance with s. 127 of the Corporations Act 2001 (Cth)* )  
 this <<insert date>> day of <<insert month>>, <<insert year>> )  
 by >>insert full name of Director>> ) \_\_\_\_\_  
 ) Signature of Director  
 )  
 <<insert full name of Director/Secretary>> ) \_\_\_\_\_  
 in the presence of: ) Signature of Director/Secretary  
 <<insert full name of witness>> ) \_\_\_\_\_  
 ) Signature of Witness  
 )

**OR**

**If Contractor is an individual or partnership**

SIGNED SEALED AND DELIVERED by: )  
 <<inset full name of individual/authorised signatory >> ) \_\_\_\_\_  
 this <<insert date>> day of <<insert month>>, <<insert year>> ) Signature of individual/ authorised signatory  
 in the presence of: )  
 <<insert full name of witness>> ) \_\_\_\_\_  
 ) Signature of Witness  
 )

Where an authorised signatory executes the Deed on 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 Contractor for the purpose of administering the Arrangement and any 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 Arrangement and any 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 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 003 – dated 1 July 2011 located via: [www.gccpo.qld.gov.au](http://www.gccpo.qld.gov.au) – under 'Government terms and conditions', along with any additional standing offer arrangement conditions as detailed in Schedule 3 – Additional Provisions.

No.	Reference Clause No.	Arrangement – Reference Clause Title	Arrangement Details
1.		<b>Arrangement Number</b>	No. <<specify the Arrangement Number>>
2.	1.1	<b>Principal</b>	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/ACN: <<insert Principal's ABN/ACN>> Address: <<insert Principal's address>>
3.	1.1	<b>Contractor</b>	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>>
4.	1.1 & 16.1	<b>Customer</b> The State of Queensland and all of the entities referred to in clause 16.1 are Customers.	Excluded Entities: <<if applicable, insert name(s) of any entities that are excluded from being Customers, otherwise insert 'Not Applicable'>>
5.	1.1 & 6	<b>Arrangement Commencement Date</b>	<<insert the date on which the Standing Offer Arrangement is to commence>>
6.	1.1 & 6	<b>Arrangement Completion Date</b>	<<insert the date on which the Standing Offer Arrangement is to conclude>>
7.	1.1 & 6	<b>Arrangement Term</b>	Term: <<specify the term of the Standing Offer Arrangement>>  Extension Period: <<specify details, if the Principal has the option to extend the Arrangement>>
8.	1.1 & 8	<b>Principal's Authorised Officer</b>	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

			<p>Officer's phone no.&gt;&gt;</p> <p>Facsimile: &lt;&lt;specify the Principal's Authorised Officer's facsimile no.&gt;&gt;</p> <p>Email: &lt;&lt;specify the Principal's Authorised Officer's email address&gt;&gt;</p>
9.	1.1 & 8	<b>Project Manager</b>	<p>Name: &lt;&lt;specify the Project Manager's name&gt;&gt;</p> <p>Position: &lt;&lt;specify the Project Manager's position title&gt;&gt;</p> <p>Telephone: &lt;&lt;specify the Project Manager's phone no.&gt;&gt;</p> <p>Facsimile: &lt;&lt;specify the Project Manager's facsimile no.&gt;&gt;</p> <p>Email: &lt;&lt;specify the Project Manager's email address&gt;&gt;</p>
10.	13	<b>Requirements for Goods</b>	<<specify if the Goods are to be other than new/unused condition and of recent origin>>
11.	1.1 & 17	<b>Delivery Period</b>	<<specify the delivery period which the Goods are to be supplied and/or the Services are to be performed>>
12.	18	<b>Performance Review</b>	<p>&lt;&lt;specify the performance review criteria (e.g. key performance indicators [KPI]) for the Arrangement&gt;&gt;</p> <p>&lt;&lt;specify the frequency of the performance review meetings for the Arrangement&gt;&gt;</p> <p>&lt;&lt;specify the documentation, reports and data required for the Arrangement&gt;&gt;</p> <p>&lt;&lt;specify the format for the above documentation, reports (including KPI's) and data&gt;&gt;</p>
13.	1.1, 19 & 51	<p><b>Performance Guarantee</b></p> <p>Is a Performance Guarantee required under the 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 the Arrangement for all Contracts.</li> <li>If <b>"NO"</b>, then state "Not Required".</li> </ul>	<p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>Date: &lt;&lt;specify the date by which the Performance Guarantee is required&gt;&gt;</p> <p>Name of Guarantor: &lt;&lt;specify the name of the Guarantor&gt;&gt;</p>
14.	1.1, 20 & 52	<p><b>Financial Security</b></p> <p>Is a Financial Security required under the 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 the Arrangement for all Contracts.</li> <li>If <b>"NO"</b>, then state "Not Required".</li> </ul>	<p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>Amount: &lt;&lt;specify the maximum aggregate sum required&gt;&gt;</p> <p>Name of Guarantor: &lt;&lt;specify the name of the Guarantor&gt;&gt;</p>
15.	1.1 & 22	<p><b>Intellectual Property Rights in New Contract Material</b></p> <p>Clause 22.3 applies: [Intellectual Property Rights in New Contract Material vest in the Customer]</p>	<p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>

	1.1, 22.7 & 22.8	<p><b>OR</b></p> <p>Clause 22.4 applies: [Intellectual Property Rights in New Contract Material vest in the Contractor 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 can use or exploit (whether commercially or otherwise) Intellectual Property Rights of New Contract Material]</p>	<p><b>OR</b></p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>
		<p><b>Moral Rights</b></p> <p>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>&lt;&lt;specify any acts or omissions in relation to Moral Rights under 22.7 (d) or insert “NIL” or “Not Applicable”&gt;&gt;</p>
16.	23	<p><b>Confidentiality</b></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"> <li>If “<b>YES</b>” then the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Principal, which will be relied upon under the Arrangement for all Contracts.</li> </ul>	<p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>
17.	24	<p><b>Privacy &amp; Personal Information</b></p> <p>Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy?</p> <ul style="list-style-type: none"> <li>If “<b>YES</b>” then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Principal, which will be relied upon under the Arrangement for all Contracts.</li> </ul>	<p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>
18.	25	<p><b>Liability</b></p> <p>Specify the amount of the liability cap (e.g. an amount of \$(x) million or (y) times the value of any Contracts established as a result of the Arrangement.</p> <p>If no amount, “nil” or an indication of \$0 is specified, then the liability of the Party will be unlimited.</p>	<p>&lt;&lt;specify the amount of the liability cap&gt;&gt;</p>
19.	27.1(b)	<p><b>Insurance – Public Liability</b></p> <p>Is Public Liability insurance required?</p> <p><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><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>If “<b>YES</b>” then specify the following:</p> <p>Sum Insured: &lt;&lt;insert amount to be insured&gt;&gt;</p> <p>Policy No.: &lt;&lt;insert policy number&gt;&gt;</p> <p>Insurance Provider: &lt;&lt;insert insurance provider&gt;&gt;</p>

			Named Insured: <<insert name on the policy>> Expiry Date of Policy: <insert expiry date of policy>>
20.	27.1(c)	<p><b>Insurance - Professional indemnity</b></p> <p>Is Professional Indemnity Insurance required? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><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>Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the last Contract Completion Date or termination of the last Contract)</p> <p>If "YES" then specify the alternative period.</p> <p>Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)?</p> <p>If "YES" please specify and provide a copy of the applicable scheme.</p>	<p>If "YES" then specify the following:</p> <p>Sum Insured: &lt;&lt;insert amount to be insured&gt;&gt; Policy No.: &lt;&lt;insert policy number&gt;&gt; Insurance Provider: &lt;&lt;insert insurance provider&gt;&gt; Named Insured: &lt;&lt;insert name on the policy&gt;&gt; Expiry Date of Policy: &lt;insert expiry date of policy&gt;&gt;</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>Alternative Period: &lt;&lt;insert the alternative period&gt;&gt;</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p>
21.	27.1(d)	<p><b>Insurance - Other insurances</b></p> <p>Is other insurance required?</p>	<p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>If "YES" then specify the following:</p> <p>Type of insurance: &lt;&lt;the type of insurance&gt;&gt; Sum Insured: &lt;&lt;insert amount to be insured&gt;&gt; Policy No: &lt;&lt;insert policy number&gt;&gt; Insurance Provider: &lt;&lt;insert insurance provider&gt;&gt; Named Insured: &lt;insert the name on the policy&gt;&gt; Expiry Date of Policy: &lt;&lt;insert the expiry date&gt;&gt;</p>
22.	36.1(a)	<p><b>Notices relating to the Arrangement - Principal's address for notices</b></p>	<p>Address: &lt;&lt;insert Principal's address for Notices&gt;&gt; Facsimile No: &lt;&lt;insert Principal's facsimile no. for Notices&gt;&gt; Email Address: &lt;&lt;insert Principal's email address for Notices&gt;&gt;</p>
23.	36.1(b)	<p><b>Notices relating to the Arrangement - Contractor's address for notices</b></p>	<p>Address: &lt;&lt;insert Contractor's address for Notices&gt;&gt; Facsimile No: &lt;&lt;insert Contractor's facsimile no. for Notices&gt;&gt; Email Address: &lt;&lt;insert Contractor's email address for Notices&gt;&gt;</p>

**Privacy Statement** - The Principal is collecting Personal Information from the Contractor for the purpose of administering the Arrangement and any 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 Arrangement and any 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: GOODS AND/OR SERVICES AND PRICING**

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

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

<<specify when and manner in which the Price is payable>>

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

**Privacy Statement** - The Principal is collecting Personal Information from the Contractor for the purpose of administering the Arrangement and any 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 Arrangement and any 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: GOODS AND/OR SERVICES AND PRICING (CON'T)**

**Other Pricing Issues** (clauses 1.1, 9 and 11 of Standing Offer Arrangement Conditions)

Description	Details
Any conditions that may affect the Pricing:	<<inset conditions that may affect the Pricing>>
Any Approved Expenses that are associated with the Arrangement:	<<insert any Approved Expenses that are associated with the Arrangement>>
Any other Price or cost that may be charged to a Customer for the supply of the Goods and/or Services under the Arrangement.	<<insert any other Price or cost that may be charged to a Customer for the supply of the Goods and/or Services under the Arrangement>>
<p>The Prices are:</p> <p><b>"Firm"</b> - that is the Price does not change for the duration of the term of the Contract, unless the scope of the work changes;</p> <p><b>OR</b></p> <p><b>"Fixed"</b> - that is the Price is firm in time and is subject to fluctuations only in changed economic circumstances (such as movement in exchange rate or consumer price index).</p> <p>If <b>"Fixed"</b>, the period from the 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 <b>"Fixed"</b> period, Pricing is subject to:</p> <ul style="list-style-type: none"> <li>• Exchange Rate fluctuations;</li>   <li>• Consumer Price Index variations during the previous year; or</li>   <li>• Other factors.</li> </ul> <p><i>Please note any 'Fixed' Pricing movements will be in accordance with clause 9 of the Standing Offer Arrangement Conditions.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OR</b></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Period: &lt;&lt;insert period&gt;&gt; <b>OR</b> Date: &lt;&lt;insert date&gt;&gt;</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If <b>"YES"</b> please refer to Schedule 4 – Conditions Relating to Price Variations (Exchange Rate Variations) and also in Schedule 5 - Cost Breakdown of Price (if applicable).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If <b>"YES"</b> please refer to Schedule 6 - Conditions Relating to Price Variations (CPI).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>IF <b>"YES"</b> please refer to Schedule 7 - Conditions Relating to Price Variations (Other Factors).</p>

**SCHEDULE 2: GOODS AND/OR SERVICES AND PRICING (CON'T)****Discount and Rebate** (clause 11 of the Standing Offer Arrangement Conditions)

Description	Details
<b>Discounts</b>	
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>>
<b>Rebates</b>	
Rebate:	<<insert details>>
Circumstances under which a rebate becomes available:	<<insert details>>
How the rebate arrangement will operate:	<<insert details>>

**Payment Method** (clause 11 of the Standing Offer Arrangement Conditions)

Description	Details
Can payment by corporate credit card be accepted by the Contractor?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <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 departures, variations and/or additions to the Specifications and/or Standing Offer Arrangement Conditions Version 003 – dated 1 July 2011 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

<b>Sections</b>	<b>Clause Number</b>	<b>Departures/Variations/Additions</b>
<b>Specifications</b>	<<insert clause number>>	<<insert details of departures, variations, additions>>
<b>Standing Offer Arrangement Conditions:</b>		
Division A – Arrangement	<<insert clause number>>	<<insert details of departures, variations, additions>>
Division B – Conditions of Contract	<<insert clause number>>	<<insert details of departures, variations, additions>>
<b>Schedules of Arrangement</b>		
Schedule 1 – Arrangement Details	<<insert clause number>>	<<insert details of departures, variations, additions>>
Schedule 2 – Goods and/or Services and pricing	<<insert clause number>>	<<insert details of departures, variations, additions>>
Schedule A - 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 9 and 31 of the Standing Offer Arrangement Conditions)

The Price for Goods, which are wholly or partially manufactured overseas, may increase or decrease, to take into consideration movements in the relevant exchange rate or duty. The conditions under which a Price variation may be applied are detailed below:

(a) Brief description of item.

&lt;&lt;insert brief description of item&gt;&gt;

(b) Customs tariff item number.

&lt;&lt;insert tariff item number&gt;&gt;

(c) Rate of duty.

&lt;&lt;insert rate of duty&gt;&gt;

(d) Amount of duty payable.

&lt;&lt;insert amount of duty payable&gt;&gt;

(e) Does the Price include this duty?

Yes  No 

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

&lt;&lt;insert rate of exchange&gt;&gt;

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

&lt;&lt;insert date&gt;&gt;

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

&lt;&lt;insert Price subject to duty in the applicable foreign currency concerned&gt;&gt;

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

&lt;&lt;insert details&gt;&gt;



**SCHEDULE 6 – CONDITIONS RELATING TO PRICE VARIATIONS (CONSUMER PRICE INDEX [CPI])****NOTE TO PRINCIPAL**

Please delete this Schedule if not applicable.

**Consumer Price Index (CPI) Variations** (clauses 9 and 31 of the Standing Offer Arrangement Conditions)

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

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

<<insert details>>

(b) ABS Index Table Number.

<<insert details>>

(c) Name of Index Group, Column Number, etc within the Table.

<<insert details>>

(d) Quarter and Year on which the Price is based.

<<insert details>>

**SCHEDULE 7 – CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS)****NOTE TO PRINCIPAL**

Please delete this Schedule if not applicable.

**Other factors** (clause 9 and 31 of Standing Offer Arrangement Conditions)

The Price for Goods and/or Services, my increase or decrease, to take into consideration other factors (other than a variation in exchange rate and duty or consumer price index). The conditions under which a Price variation may be applied are detailed below:

- (a) Specify the factors where a variation in the costs to the Contractor will cause a variation in the Price (no Price increase will be accepted by the Customer for any factor not declared below).

<<insert details>>

- (b) The methodology applied to determine the variation in the Price.

<<insert details>>

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

**Yes**  **No**

- (d) The percentage discount off the published price list, which will be the minimum discount in any variation.

<<insert percentage discount or "Not applicable">>

**SCHEDULE A: ORDER**

The below Schedule A must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 003 – dated 1 July 2011 located via: [www.qgcpo.qld.gov.au](http://www.qgcpo.qld.gov.au) – under 'Government terms and conditions' along with any additional standing offer arrangement conditions as detailed in Schedule 3 – Additional Provisions.

No.	Reference Clause No.	Contract – Reference Clause Title	Contract Details
1.		<b>Arrangement Number</b>	No. <<specify the arrangement number>>
2.	1.1	<b>Customer</b>	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/ACN: <<insert Customer's ABN/ACN>> Address: <<insert Customer's address>>
3.	1.1	<b>Customer's Contact Officer</b>	Name: <<insert name of Customer's Contact Officer>> Address: <<insert Contact Officer's address>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
4.	1.1	<b>Contractor</b>	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>>
5.	1.1 & 43	<b>Contract Commencement Date</b>	<<insert the date on which the Contract will commence>>
6.	1.1 & 43	<b>Contract Completion Date</b>	<<insert the date on which the Contract is to conclude>>
7.	1.1 & 43	<b>Contract Term</b>	Term: <<specify the term of the Contract>>
8.	1.1	<b>Delivery/Site</b>	<<specify the address of where the Deliverables are to be delivered>>
9.	1.1 & 46	<b>Delivery Period</b>	<<specify the Delivery Period during which the Goods are to be supplied and/or the Services are to be performed>>



10.	1.1, 11, 48 & 49	<b>Goods and/or Services and Pricing</b>	<p>&lt;&lt;specify the Goods and/or Services and Pricing which forms part of the Contract&gt;&gt;</p> <p>&lt;&lt;specify any delivery and/or installation Price applicable to the Contract&gt;&gt;</p> <p>&lt;&lt;specify any taxes, duties or other charges and their details associated with the Goods and/or Services applicable to the Contract&gt;&gt;</p> <p>&lt;&lt;specify any milestone payments&gt;&gt;</p> <p>&lt;&lt;specify the total Price for the Contract&gt;&gt;</p> <p>&lt;&lt;specify if the Price is inclusive or exclusive of GST&gt;&gt;</p> <p>&lt;&lt;if exclusive of GST, please specify the GST component&gt;&gt;</p> <p>&lt;&lt;specify the timing payment by the Customer after receipt of a Correctly Rendered Invoice if departing from clause 49.3 of the Standing Offer Arrangement Conditions&gt;&gt;</p>
11.	1.1 & 48	<b>Approved Expenses</b>	<p>&lt;&lt;insert full details including the amount of any Approved Expenses for which the Contractor will be entitled to be reimbursed&gt;&gt;</p> <p>&lt;&lt;specify the maximum amount payable to the Contractor by the Customer under the Contract, if applicable&gt;&gt;</p>
12.	1.1 & 45	<b>Project Manager</b>	<p>Name: &lt;&lt;insert name of project manager&gt;&gt;</p> <p>Position: &lt;&lt;insert position title&gt;&gt;</p> <p>Telephone: &lt;&lt;insert telephone number&gt;&gt;</p> <p>Facsimile: &lt;&lt;insert facsimile number&gt;&gt;</p> <p>Email: &lt;&lt;insert email address&gt;&gt;</p>
13.	46	<b>Provision of the Goods and/or Services - milestones</b>	<<insert a description of the milestones and proposed achievement dates>>
14.	46	<b>Provision of the Goods and/or Services - periodic or recurrent Services</b>	<<insert times/frequency/intervals for the performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable">>
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> <ul style="list-style-type: none"> <li>If "YES" please provide details.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>&lt;&lt;insert details&gt;&gt;</p>
16.	1.1 & 47	<p><b>Performance of Key Personnel</b></p> <p>Are Key Personnel associated with the contract?</p> <ul style="list-style-type: none"> <li>If "YES" the Contractor is to specify the names and qualifications of personnel who are to undertake the Services for the Contractor.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Name: &lt;&lt;insert name/s of personnel&gt;&gt;</p> <p>Qualifications: &lt;&lt;insert details of qualifications&gt;&gt;</p>

17.	55	<p><b>Confidentiality</b></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"> <li>If <b>“YES”</b> the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
18.	56	<p><b>Privacy &amp; Personal Information</b></p> <p>Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy?</p> <ul style="list-style-type: none"> <li>If <b>“YES”</b> then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
19.	62.1(a)	<p><b>Notices relating to the Contract - Customer's address for notices</b></p>	<p>Address: &lt;&lt;insert Customer's address for Notices&gt;&gt;</p> <p>Facsimile No: &lt;&lt;insert Customer's facsimile no. for Notices&gt;&gt;</p> <p>Email Address: &lt;&lt;insert Customer's email address for Notices&gt;&gt;</p>
20.	62.1(b)	<p><b>Notices relating to the Contract - Contractor's address for notices</b></p>	<p>Address: &lt;&lt;insert Contractor's address for Notices&gt;&gt;</p> <p>Facsimile No: &lt;&lt;insert Contractor's facsimile no. for Notices&gt;&gt;</p> <p>Email Address: &lt;&lt;insert Contractor' email address for Notices&gt;&gt;</p>

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