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STANDING OFFER ARRANGEMENT

DEED OF AGREEMENT

For the provision of Goods and/or Services

Version 005 –dated 1 July 2012

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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 004 – dated 1 July 2012, which can be located from the Department of Housing and Public Work’s website: www.hpw.qld.gov.au under ‘Supply and disposal/Government procurement’ 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 1.2.4, 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 37.11 of the Standing Offer Arrangement Conditions are null and void.
- 1.2.5 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 Contractor, 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 004 – dated 1 July 2012 located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement' and any additional standing offer arrangement conditions as detailed in Schedule 3.

No.	Reference Clause No.	Arrangement – Reference Clause Title	Arrangement Details
1.		Arrangement Number	No. <<insert the Arrangement Number>>
2.	1.1	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>>
3.	1.1	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>>
4.	1.1 & 16.1	Customer 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	Arrangement Commencement Date	<<insert the date on which the Standing Offer Arrangement is to commence>>
6.	1.1 & 6	Arrangement Completion Date	<<insert the date on which the Standing Offer Arrangement is to conclude>>
7.	1.1 & 6	Arrangement Term	Term: <<insert the term of the Standing Offer Arrangement>> Extension Period: <<insert details, if the Principal has the option to extend the Arrangement>>

8.	1.1 & 8	Principal's Authorised Officer	Name: <<insert Principal's Authorised Officer's name>> Position: <<insert Principal's Authorised Officer's position title>> Telephone: <<insert Principal's Authorised Officer's phone no.>> Facsimile: <<insert Principal's Authorised Officer's facsimile no.>> Email: <<insert Principal's Authorised Officer's email address>>
9.	1.1 & 8	Project Manager	Name: <<insert Project Manager's name>> Position: <<insert Project Manager's position title>> Telephone: <<insert Project Manager's phone no.>> Facsimile: <<insert Project Manager's facsimile no.>> Email: <<insert Project Manager's email address>>
10.	13.2	Requirements for Goods	<<specify if the Goods are to be other than new/unused condition and of recent origin>>
11.	1.1 & 17	Delivery Period	<<insert the delivery period which the Goods are to be supplied and/or the Services are to be performed>>
12.	18	Performance Review	<<insert the performance review criteria (e.g. key performance indicators [KPI]) for the Arrangement>> <<insert the frequency of the performance review meetings for the Arrangement>> <<insert details of the documentation, reports and data required for the Arrangement>> <<insert details of the format for the above documentation, reports (including KPI's) and data>>
13.	1.1, 19 & 51	Performance Guarantee Is a Performance Guarantee required under the Arrangement? <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 Contracts. • If "NO", then state "Not Required". 	Yes <input type="checkbox"/> No <input type="checkbox"/> Date: <<insert the date by which the Performance Guarantee is required>> Name of Guarantor: <<insert the name of the Guarantor>>
14.	1.1, 20 & 52	Financial Security Is a Financial Security required under the Arrangement? <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 Contracts. • If "NO", then state "Not Required". 	Yes <input type="checkbox"/> No <input type="checkbox"/> Amount: <<insert maximum aggregate sum required>> Name of Guarantor: <<insert name of the Guarantor>>

15.	1.1 & 22	Intellectual Property Rights in New Contract Material Clause 22.3 applies: [Intellectual Property Rights in New Contract Material vest in the Customer] OR Clause 22.4 applies: [Intellectual Property Rights in New Contract Material vest in the Contractor with licence rights to the Customer for Customer use] If “YES” 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]	Yes <input type="checkbox"/> No <input type="checkbox"/> OR Yes <input type="checkbox"/> No <input type="checkbox"/>
	1.1, 22.7 & 22.8	Moral Rights 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. If no additional acts or omissions are to be specified insert 'NIL' or “Not Applicable”.	<<insert any acts or omissions in relation to Moral Rights under 22.7 (d) or insert “Not Applicable”>>
16.	23	Confidentiality Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality? <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 Arrangement for all Contracts. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
17.	1.1 & 24.2	Privacy & Personal Information Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy? <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 Arrangement for all Contracts. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
18.	25	Liability 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. If no amount, “nil” or an indication of \$0 is specified, then the liability of the Party will be unlimited.	<<insert amount of the liability cap>>

19.	27.1(b)	<p>Insurance – Public Liability</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>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES” then specify the following:</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>
20.	27.1(c) & 27.3	<p>Insurance - Professional indemnity</p> <p>Is Professional Indemnity Insurance required?</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> <ul style="list-style-type: none"> If “YES” please specify and attach a copy of the applicable scheme. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES” then specify the following:</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>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>
21	27.1(d)	<p>Insurance - Other insurances</p> <p>Is other insurance required?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES” then specify the following:</p> <p>Type of insurance: <<insert 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>
22.	1.1 & 36.1(a)	<p>Notices relating to the Arrangement - Principal's address for notices</p>	<p>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>></p>

23.	1.1 & 36.1(b)	Notices relating to the 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>>
24.	37.12	Complaint Management	Name: <<insert Principal's Complaint Manager's name>> Position: <<specify Principal's Complaint Manager's position title>> Telephone: <<specify Principal's Complaint Manager's phone no.>> Email: <<specify Principal's Complaint Manager's email address>>

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		\$	\$
TOTAL ARRANGEMENT PRICE			\$

<<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>"Firm" - that is the Price does not change for the duration of the Arrangement Term;</p> <p>OR</p> <p>"Fixed" - that is the Price is firm in time and is subject to fluctuations only in changed economic circumstances.</p> <p>If "Fixed", the period from the Arrangement Commencement Date within which, or the date to which, the 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; • Australian Bureau of Statistics (ABS) Index variations; or • Other factors. <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>OR</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Period: <<insert 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 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 "YES" please refer to Schedule 6 - Conditions Relating to Price Variations (ABS Index).</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).</p>

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

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 11 of the Standing Offer Arrangement Conditions)

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 departures, variations and/or additions to the Specifications and/or Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

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

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

NOTE TO PRINCIPAL: 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.

<<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 include this duty?

Yes No

(f) Rate of exchange on which the Price 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 applicable foreign currency.

<<insert Price subject to duty in the applicable foreign currency concerned>>

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

<<insert details>>

SCHEDULE 5 – COST BREAKDOWN OF PRICE

NOTE TO PRINCIPAL: delete this Schedule if not applicable.

Where the Price of Goods, may increase or decrease as a result of movements in the relevant exchange rate or duty, the following cost breakdown will apply:

Item No.	Overseas Component Costs (including Duty and Customs Clearance Charges) (include other Overseas Charges)	Australian Component Costs \$ c	Total 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 the Price specified in Schedule 2.

SCHEDULE 6 – CONDITIONS RELATING TO PRICE VARIATIONS (ABS INDEX)

NOTE TO PRINCIPAL: delete this Schedule if not applicable.

Australian Bureau of Statistics (ABS) Index Variations (clauses 9.3 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 a relevant Index 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.

<<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 Pricing is based.

<<insert details>>

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

NOTE TO PRINCIPAL: 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 an ABS 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 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 004 – dated 1 July 2012 located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement' and any additional standing offer arrangement conditions as detailed in Schedule 3.

No.	Reference Clause No.	Contract – Reference Clause Title	Contract Details
1.		Arrangement Number	No. <<insert the Arrangement number>>
2.	1.1	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>>
3.		Customer's Contact Officer	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	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 name of the Contractor's contact person for the Contract>>
5.	1.1 & 43	Contract Commencement Date	<<insert the date on which the Contract will commence>>
6.	1.1 & 43	Contract Completion Date	<<insert date on which the Contract is to conclude>>
7.	1.1 & 43	Contract Term	Term: <<insert term of the Contract>>
8.	1.1	Delivery/Site	<<insert the address where the Deliverables are to be delivered>>
9.	1.1 & 46.2(a)	Delivery Period	<<insert 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	Goods and/or Services and Pricing	<<insert the Goods and/or Services and Pricing which forms part of the Contract>> <<insert any delivery and/or installation Price applicable to the Contract>> <<insert any taxes, duties or other charges and their details associated with the Goods and/or Services applicable to the Contract>> <<insert any milestone payments>> <<insert the total Price for the Contract>> <<insert the timing of payments by the Customer after receipt of a Correctly Rendered Invoice if departing from clause 49.3 of the Standing Offer Arrangement Conditions>>
11.	1.1 & 48	Approved Expenses	<<insert full details including the amount of any Approved Expenses for which the Contractor will be entitled to be reimbursed>> <<insert the maximum amount payable to the Contractor by the Customer under the Contract, if applicable>>
12.	1.1 & 45	Project Manager	Name: <<insert name of project manager>> Position: <<insert position title>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
13.	46.2(b)	Provision of the Goods and/or Services - milestones	<<insert a description of the milestones and proposed achievement dates>>
14.	46.2(d)	Provision of the Goods and/or Services - periodic or recurrent Services	<<insert times/frequency/intervals for the performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable">>
15.	46.5	Provision of the Goods and/or Services - Customer assistance Is any assistance to be provided by the Customer to the Contractor in relation to the Goods and/or Services? <ul style="list-style-type: none"> If "YES" please provide details. 	Yes <input type="checkbox"/> No <input type="checkbox"/> <<insert details>>
16	1.1 & 47.1	Performance of Key Personnel Are Key Personnel associated with the contract? <ul style="list-style-type: none"> If "YES" the Contractor is to specify the names and qualifications of personnel who are to undertake the Services for the Contractor. 	Yes <input type="checkbox"/> No <input type="checkbox"/> Name: <<insert names of personnel>> Qualifications: <<insert details of qualifications>>
17.	55.2(a)(ii)	Confidentiality Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality? <ul style="list-style-type: none"> If "YES" 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. 	Yes <input type="checkbox"/> No <input type="checkbox"/>

18.	56.2	<p>Privacy & Personal Information</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"> If “YES” 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. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
19.	62.1(a)	<p>Notices relating to the Contract - Customer's address</p>	<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>
20.	62.1(b)	<p>Notices relating to the Contract - Contractor's address</p>	<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>
21.	63.9	<p>Complaint Management</p>	<p>Name: <<insert Customer's Complaint Manager's name>></p> <p>Position: <<insert Customer's Complaint Manager's position title>></p> <p>Telephone: <<insert Customer's Complaint Manager's phone no.>></p> <p>Email: <<insert Customer's Complaint Manager's email address>></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.