

Queensland Information Technology Contracting (QITC) Framework - Guidance Notes for Standing Offer Arrangements

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INTRODUCTION

These Guidance Notes are to help the Principal complete the *Standing Offer Arrangement Details – ICT Products and/or Services* under the Queensland Information Technology Contract (QITC) framework (version dated February 2020). They are to be read in conjunction with the *Standing Offer Arrangement Details – ICT Products and/or Services*.

These Guidance Notes provide guidance only and should not be relied upon in place of legal advice. If the Principal has any questions regarding these Guidance Notes or preparing a particular Standing Offer Arrangement (**SOA**), the Principal should contact its procurement or legal team for advice. The Guidance Notes do not constitute a legally binding document and do not form part of, or affect the interpretation of, any contract established under the QITC framework.

Other guidance notes

The Principal or Customer may also find the following Guidance Notes helpful:

- Queensland Information Technology Contracting (QITC) Framework User Guide (available at <https://www.forgov.qld.gov.au/create-ict-contract>; and
- Guidance Notes for the Comprehensive Contract Details and Module Order Forms (available at <https://www.forgov.qld.gov.au/create-ict-contract>; and
- Guidance Notes for the General Contract Details – ICT Products and Services (available at <https://www.forgov.qld.gov.au/create-ict-contract>).

What is a Standing Offer Arrangement?

A Standing Offer Arrangement (SOA) is an agreement between a Principal and a Supplier where the Supplier agrees to provide a standing offer to supply Products and/or Services to multiple customers on a set of pre-determined contractual terms (such as pricing and Service or Product specifications). If a customer wishes to accept the Supplier's standing offer during the SOA term, a contract will be established between the Supplier and the customer in the contract form set out in the SOA.

A Customer may wish to procure ICT Products and/or Services under an existing ICT SOA where it is suitable for the particular procurement.

An ICT SOA that was established before the introduction of QITC will continue for its duration unless terminated in accordance with its provisions. A Customer purchasing under an existing ICT SOA will need to use the contract terms prescribed by the ICT SOA.

Interpretation

For the purposes of these Guidance Notes:

- **Principal** means the lead agency which establishes the SOA and has responsibility for administering the SOA;
- **Eligible Customers** means the entities which are eligible to buy from the Supplier under the SOA by entering into a separate Contract;
- **SOA Conditions** means the document titled '*SOA Conditions for ICT Products and/or Services*' in Part B of the SOA Details; and
- **SOA Details** refers to the *Standing Offer Arrangement Details – ICT Products and/or Services*.

A term (other than a term defined above) that is defined in these Guidance Notes has the same meaning as in the SOA Conditions.

When to use?

A SOA is designed for use where the Principal and the Supplier wish to agree a set of pre-determined contractual terms (such a pricing, Service and/or Product specifications) which the Supplier offers to Eligible Customers.

Eligible Customers that then wish to take up the Supplier's offer under the SOA can execute a separate Contract with the Supplier.

When not to use?

A SOA is not designed to create a contract for the supply of Products or Services between the Principal and the Supplier. However, the Principal may also be a Customer, provided that it enters into a separate Contract with the Supplier after the SOA is established.

Who are Eligible Customers?

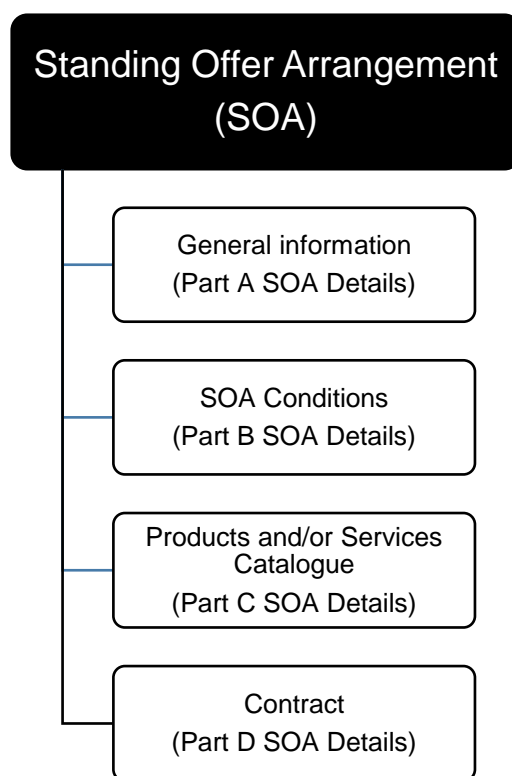
Eligible Customers that can enter into Contracts under the SOA are:

- Queensland Government departments and agencies;
- Queensland Government Bodies;
- any entity which is directly or indirectly, partially or entirely funded by the State of Queensland and/or a community based, non-profit making organisation performing community services;
- any entity, from time to time approved by the Principal as an Eligible Customer under the SOA;
- the Commonwealth, another State or a Territory Government; and
- any other entity specified by the Principal in the SOA Details.

The Principal may amend the definition of Eligible Customers in Part B of the SOA Details if that is required for the particular SOA.

Documents making up the SOA

A SOA is made up of a number of parts which are all contained in a document called “Standing Offer Arrangement Details – ICT Products and/or Services”. You can find a copy of the template of this document at <https://www.forgov.qld.gov.au/create-ict-contract>.



What type of Contracts can be created under a SOA?

Part D of the SOA Details provides flexibility for the Principal to elect to choose from the following types of Contracts, which an Eligible Customer will then use to enter into a Contract under the SOA:

- *SOA General Contract Details and Conditions – ICT Products and/or Services (SOA General Contract)*; or
- *SOA Comprehensive Contract Details and Conditions – ICT Products and/or Services, including relevant SOA Modules and SOA Schedules (SOA Comprehensive Contract)*.

These "SOA Contracts" are based on their QITC Framework equivalents, so they are to be completed in the same way. However, amendments have been made to their terms so that they are aligned with the SOA, including the SOA Conditions. It is therefore important that a Principal only use the template SOA Contracts.

The other main difference is that the SOA Contracts are presented in a consolidated form – so the Details and relevant Contract Conditions are in the one document (as compared to the QITC Framework equivalents, where the Details are in a separate document to the Contract Conditions).

It is up to the Principal to decide which SOA Contract is most appropriate for the SOA. Consistent with the QITC Framework:

- The **SOA General Contract** should be attached for procurements by Eligible Customers which are up to \$1 million **and** assessed as low risk.

- The **SOA Comprehensive Contract** should be attached for procurements by Eligible Customers which are:
 - over \$1 million and which are assessed as low risk; and
 - assessed as moderate or high risk regardless of value.

Preparing and executing a SOA

In most cases, the Principal will run a tender process to establish the SOA. This will involve releasing the SOA as part of an Invitation to Offer (ITO) to the market. A template SOA ITO has been developed for use with the SOA Details at <https://www.forgov.qld.gov.au/create-ict-contract>.

Where the Principal issues an ITO, the Principal should complete the SOA Details (to the extent possible) before issuing the documents to potential offerors as part of the ITO.

Step 1: Complete Part A of the SOA Details – General Information

The Principal must complete the highlighted sections of Part A (General Information), following the instructions in those items and these Guidance Notes (set out in further detail below).

Delete all highlighted instructions in Part A once completed.

Step 2: Complete Part C of the SOA Details - Products and/or Services Catalogue

The Principal must complete the highlighted sections of Part C (Products and/or Services Catalogue), following the instructions in those items and these Guidance Notes (set out in further detail below).

Delete all highlighted instructions in the Part C once completed.

Step 3: Complete Part D of the SOA Details - Contract

The Principal must select the Contract which Eligible Customers will use to enter into Contracts under the SOA (see Item 8 in Part A General Information). The form of the Contract needs to be attached to Part D of the SOA Details. The Contract will either be a SOA General Contract or SOA Comprehensive Contract.

These Contracts are based on the QITC templates and are to be completed in the same way. If the SOA Comprehensive Contract is selected, then the Principal will also need to include the relevant SOA Module Order Forms and SOA Schedules in the SOA Comprehensive Contract (as you would when completing a QITC Comprehensive Contract).

To achieve the most out of the procurement process, it is recommended that the Principal complete the Contract as far as possible. Depending on the nature of the SOA, it may be appropriate for the majority of items in the Contract to be agreed by the Principal and the Supplier at the SOA level. This then means that the Customer and Supplier only have to agree the remaining (limited) issues. However, it is also the case that it may be appropriate to release a SOA General Contract or SOA Comprehensive Contract which is largely blank. In that case, the terms of the Contract will remain to be completed and agreed by the Customer and Supplier at the time the Contract is entered.

Step 4: Supplier execution

Once the terms of the documents which make up the SOA are agreed between the parties, it is recommended that the Supplier executes the SOA first.

(if sending by mail) The Principal should prepare two identical copies of the SOA and send them to the Supplier for execution.

(if sending by email) The Principal should prepare a pdf copy of the SOA and send it to the Supplier for execution.

The execution block is on the last page of the SOA, and assumes that the Supplier is a company and that the SOA will be signed by a director and director/secretary of the Supplier. If a different form of execution block is required, then this should be provided by the Supplier. You should seek legal advice if an alternative form of execution block is proposed.

Once the SOA is signed by the Supplier, the Supplier should return both copies of the SOA to the Principal.

Step 5: Principal execution

Upon receipt of the SOA which is signed on behalf of the Supplier, the Principal's authorised representative may sign the SOA in the relevant section indicated on the last page of the SOA.

The individual executing the SOA on behalf of the Principal should also have the necessary authority to do so, including the appropriate delegation.

Once executed, one copy of the executed SOA should be provided to the Supplier for its records.

Step 6: Save Contract documents

Save all SOA documents, preferably using a contract management system. This ensures there is a complete record of the SOA.

If there are any changes to the Product and/or Service Catalogue or variations to the SOA these should be referenced and stored with the original SOA documents.

PART A General Information

1. Details



Guidance:

This is where the title of the SOA should be listed and the reference number that the Principal has allocated to the SOA.

2. Principal



Guidance:

A Queensland Government department does not have a separate legal existence from the State of Queensland. Accordingly, the Principal should be described as “*The State of Queensland, acting through the Department of xxxx*”.

3. Principal contact details



Guidance:

The Supplier will use these details to contact the Principal for all communications relating to the SOA. This includes formal notices as well as informal day-to-day notices.

However, notices about suspension or termination that are sent by email must also be sent by post, hand delivery or another way permitted by Law (clause 17(c) of the SOA Conditions).

The Principal's authorised representative must have authority to provide consents, approvals, instructions and directions on behalf of the Principal. This person will be the person whom the Supplier contacts about the SOA, and to whom the Supplier delivers all notices under the SOA.

It is important that the email address and contact details nominated are accessible and monitored by staff within the relevant service area to ensure coverage at times when the authorised representative may be unavailable or on leave.

The Principal may appoint more than one authorised representative or specify that different authorised representatives have different functions. If this is the case, those functions would need to be clearly specified here.

4. Supplier



Guidance:

Ensure the full legal name of the Supplier is inserted.

Check:

- the Supplier's name matches the legal entity which responded to the ITO (if applicable); and

- the ACN and ABN (or ABRN) are accurate.

A business name is not the legal entity which owns the business. Rather it is the trading name which is owned by a legal entity (e.g. a natural person or a corporate entity). Conduct business name and company searches if necessary.

5. Supplier Contact Details



Guidance:

The Principal will use these details to contact the Supplier for all communications relating to the SOA. This includes issuing formal notices as well as informal day-to-day notices.

However, notices about suspension or termination that are sent by email must also be sent by post, hand delivery or another way permitted by Law (clause 17(c) of the SOA Conditions).

The Supplier's authorised representative must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. This person will be the person whom the Principal contacts about the SOA, and to whom the Principal delivers all notices under the SOA.

It is important that the email address and contact details nominated for the Supplier's authorised representative are accessible and monitored by staff to ensure coverage at times when the authorised representative is unavailable (e.g. on leave or away due to illness).

A Supplier may appoint more than one authorised representative or specify that different authorised representatives have different functions. If this is the case, make sure the functions are clearly specified here.

6. Eligible Customers



Guidance:

Eligible Customers that can enter into Contracts under the SOA are as follows:

- Queensland Government departments and agencies;
- Queensland Government Bodies;
- any entity which is directly or indirectly, partially or entirely funded by the State of Queensland and/or a community based, non-profit making organisation performing community services;
- any entity, from time to time approved by the Principal as an Eligible Customer under the SOA; and
- the Commonwealth, another State or a Territory Government; and
- any other entity specified in item 6 of Part A of the SOA Details.

In this item, specify any *additional* Eligible Customers who may procure Products and/or Services from the Supplier under the SOA (by entering into a Contract with the Supplier).

You *do not need* to specify any Eligible Customers which are already included in list above. If there are no additional entities insert "No additional Eligible Customers specified."

7. Documents that form part of the SOA



Guidance:

List any documents which are incorporated into the SOA by reference (e.g. the Principal's ITO / Request for Quote, the Supplier's Response / Proposal and any addendums or clarifications issued in relation to the Principal's ITO / RFQ). This should also include any document which is stated as forming part of the SOA or as being incorporated into the SOA by reference. It is not appropriate to reference any Supplier terms and conditions. Please seek legal advice if this is proposed by a Supplier.

If there are no documents which are to be incorporated by reference, then insert "Not applicable".

These documents are lowest in the contractual hierarchy set out in clause 1(a)(iv)(C) of the SOA Conditions. It is also recommended that a document hierarchy is specified for documents which fall under clause 1(a)(iv)(C), so that it is clear which document takes priority if there is an inconsistency between their terms.

8. Contract conditions which apply to the SOA



Guidance:

This item allows the Principal to select whether the SOA General Contract or SOA Comprehensive Contract applies.

With regards the QITC Modules and Schedules, these have been updated and are called SOA Modules and SOA Schedules and are a part of the SOA suite of documents.

No separate modules are required for the SOA General Contract. Instead, the SOA General Contract Conditions – ICT Products and Services contain provisions for specific transaction types which are considered suitable for a SOA General Contract. These are Hardware, Hardware Maintenance Services, Licensed Software, Software Support Services, Developed Software, As a Service and ICT Professional Services. As the SOA General Contract Conditions do not provide for Systems Integration Services, Telecommunications Services and/or Managed Services, the SOA Comprehensive Contracts must be used.

With regards the SOA Schedules, some can be used and tailored for a particular SOA General Contract, where required.

9. Term



Guidance:

Start Date

The Start Date of the Initial Term should be inserted in this item. This may or may not be the date that the SOA Details are signed.

Initial Term

The duration of the Initial Term should be inserted into this item.

Further Term

This item sets out the Principal's option (if any) to extend the Initial Term. If the Principal requires the ability to extend the Initial Term by a Further Term (on the same terms and conditions) the Principal should complete this item to set out the period of extension (e.g. 1 year). Note that the SOA only provides for one extension of the Initial Term, for however long that Further Term might be.

If the Principal does not require the ability to extend the Initial Term, this item should be specified as "Not applicable". If the Principal later (i.e. after the execution of the SOA) requires the ability to extend the Initial Term, this will need to be agreed with the Supplier.

Note that the Principal must notify the Supplier at least 30 days before the end of the Initial Term, or as otherwise agreed, of its intention to extend.

10. Authorisations



Guidance:

Clause 4(c) of the SOA Conditions requires the Supplier to obtain and maintain the authorisations described in the SOA Details and any other accreditations, licences, permits, permissions and authorities necessary for the Supplier to perform the SOA and all Contracts. The Principal may specify these in the SOA Details released in the ITO and/or ask Supplier's to complete that item as part of their response to the ITO.

This item allows the Principal to add any specific authorisations, accreditations, licences, permits, permissions and authorities which are not required by law, but which the Principal wants the Supplier to have when performing the Contracts entered into under the SOA. The Supplier is then also required to comply with these under the terms of each Contract. The content of this item is also automatically incorporated into each Contract under the SOA.

If not applicable, then insert "Not applicable".

11. Codes, Policies and Standards



Guidance:

Clause 5(b) of the SOA Conditions requires the Supplier to perform its obligations under the SOA and all Contracts in compliance with all Laws, and any codes, policies, guidelines and standards specified in the SOA Details.

It is therefore important that the Principal lists (or provide links) of all the specific codes, policies, guidelines and standards which the Principal requires the Supplier to comply with in performing its obligations under the SOA and any Contracts entered into under the SOA. For example you may include a policy relating to a Supplier's access to the premises or privacy or security requirements.

12. Requirements



Guidance:

Clause 6 of the SOA Conditions requires Products and/or Services provided by the Supplier to a Customer under a Contract to comply in all aspects with the terms of the SOA and that Contract, (including the requirements and specifications specified in the SOA Details).

This item allows the Principal to insert details and a description of any applicable requirements, performance standards, acceptance criteria or other requirements (including requirements for documents the Supplier must provide) which the Products and/or Services to be provided by the Supplier to a Customer under a Contract must comply with. The content of this item is also automatically incorporated into each Contract under the SOA.

This section may be a combination of content from the Principal and the Supplier.

13. Conflict of Interest



Guidance:

In this item, the Supplier will need to insert any details of any Conflict of Interest which it is required to declare under clause 12 of the SOA Conditions. If no Conflict of Interest exists, insert 'Nil'.

Clause 12(a) of the SOA Conditions requires the Supplier to warrant that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity or do not have any obligations where a Conflict of Interest is created or might appear to be created in conflict with the Supplier's obligations under the SOA, except as disclosed in the SOA Details. This warranty is provided at the time of entering into the SOA.

The Principal should only proceed to enter the SOA if it is satisfied that it can adequately manage the Conflict of Interest which is disclosed in this item. If it is of the view that the Conflict of Interest cannot be satisfactorily managed, it should not proceed with the SOA.

14. Reviews



Guidance:

Clause 14 of the SOA Conditions allows the Principal to review the Supplier's performance of the SOA (and any Contracts entered into under the SOA) on an annual basis or such other period specified in the SOA Details.

If annual reviews are not appropriate, insert specific intervals/ frequency for reviews in this item.

15. Reporting



Guidance:

Clause 15 of the SOA Conditions requires the Supplier to provide written reports to the Principal at the frequency, in the format and containing the information, specified in the SOA Details.

In this item, insert the frequency in which the Supplier must provide the written reports, the format in which the reports need to be provided and the information to be included in the reports.

16. Escalation of SOA issues



Guidance:

Clause 18.4 of the SOA Conditions allows the Principal to raise and escalate any issues that arise under the SOA in accordance with the escalation process set out in this item.

It is therefore important that this item be completed so that it sets out the details of the appropriate representatives and response timeframes for escalation of issues in order to manage any disputes that may arise.

PART B – SOA CONDITIONS

Part B of the SOA Details sets out the SOA Conditions which apply to the SOA. These may be amended by the Principal if required for a particular SOA. In that case, it is recommended that you seek legal advice on these changes, and whether any consequential changes need to be made to the remainder of the SOA documentation as a result.

PART C - PRODUCTS AND/OR SERVICES CATALOGUE

Part C of the SOA Details sets out the Products and/or Services that the Supplier must provide to Customers and the Specifications and Prices at which it must do so.

The information set out in Part C may be a combination of content from the Principal and the Supplier. Only the Principal and Supplier are able to agree changes to Part C. A Customer and Supplier cannot agree changes to Part C.

Part C of the SOA Details, as at the date of a Contract, is incorporated into that Contract, with the Price in each Contract to be calculated based on the pricing information in this Part C.

1. Products and/or Services



Guidance:

Description of Products

Insert details and a description of Products that the Supplier may provide to a Customer.

Include as much detail as possible:

- to clearly describe the Products that may be purchased by Customers; and
- of any applicable requirements for the Products, for example, that they must be in a new and unused conditions and of recent origin and that they must be suitably packed and otherwise prepared for transportation.

Description of Services

The Supplier and Principal should collaborate to insert details and a description of the Services that the Supplier may provide to Customer.

Include as much detail as possible to clearly describe the Services that may be purchased by Customers.

Description of Training

The Principal should insert details/description of any training to be supplied under the SOA (e.g. dedicated training, training to enable the Customer's Personnel to effectively use and operate the Deliverables, training to enable the Customer's Personnel to conduct the Acceptance Tests or training in the form of ongoing knowledge transfer to the Customer's Personnel while providing the Deliverables to enable the Customer's Personnel to gain an appropriate knowledge and understanding of the Deliverables). Include as much detail as possible to clearly describe the training that may be purchased by Customers.

Insert details of training to be provided including:

- the type of training to be provided (such as user training or train-the-trainer);
- the name of the training course and course content;
- the number of training sessions and duration of each training session;
- the number of attendees for each course;
- how the training will be delivered and location of training;
- the training materials to be prepared and provided by the Supplier;
- the method of delivery of the training (i.e. face-to-face or online); and
- the minimum skills, experience or expertise which must be held by the trainers.

If there is an additional Price payable for the provision of the training, then ensure that all pricing details are specified in Price.

2. Specifications



Guidance:

Insert details and a description of any applicable Specifications for each Product and/or Service listed in Part C to ensure that the Supplier has a legally binding obligation to meet those Specifications.

3. Price

Clause 7



Guidance:

Price

Itemise all amounts that the Eligible Customers are to pay in relation to the Contracts, as well as totals.

Identify the Pricing method (e.g. lump sum, fixed price, time and materials including rate card). The GST components should be separately identified.

The Price table set out in Part C is provided for guidance only. The Price may be specified in an alternative format but must always be clearly detailed.

Discounts or rebates

Insert details of any applicable discounts (e.g. trade discounts, early payment discounts, volume discounts) or rebates.

If it is to be determined by the Customer on a Contract by Contract basis, specify: "To be specified in the Contract".

Expenses

Where expenses will be charged, the Supplier must include details of what expenses are chargeable to the Customers (not included in the Price), how expenses will be calculated and the basis on which the expenses will be charged.

Price reviews

Clause 7.2(a)

If all or some of the Prices will be changed during the term of the SOA, the Supplier must clearly set out the times that the review will occur (including whether the Prices will change during the Initial Term or Further Term), the Price review mechanism and when the reviewed Prices will take effect.

PART D - CONTRACT

In Part D of the SOA Details, the Principal should insert either the:

- *SOA General Contract Details – ICT Products and/or Services* (which includes the SOA General Contract Conditions – ICT Products and/or Services) which can be found at <https://www.forgov.qld.gov.au/create-ict-contract>; or
- *SOA Comprehensive Contract Details and Conditions – ICT Products and/or Services* (which includes the SOA Comprehensive Contract Conditions – ICT Products and/or Services) which can be found at <https://www.forgov.qld.gov.au/create-ict-contract>.

If the SOA Comprehensive Contract is selected, then the Principal will also need to include the relevant SOA Module Order Forms and SOA Schedules (and complete these if possible). If the Principal does not complete the SOA Module Order Forms and SOA Schedules, then these will remain to be completed and agreed by the Customer and Supplier at the time the Contract is entered.

As noted above, the "SOA Contracts" are based on their QITC Framework equivalents, so they are to be completed in the same way. However, amendments have been made to their terms so that they are aligned with the SOA, including the SOA Conditions. Changes have been made to the following clauses (when compared with their QITC Framework equivalents):

The main changes to the SOA General Contract Conditions and SOA Comprehensive Contract Conditions are as follows:

| General Contract Conditions | Comprehensive Contract Conditions | Change made ¹ |
|-----------------------------|-----------------------------------|---|
| Clause 1.1 | Clause 1.1(b) | Inserted "A Contract will not be formed where, at the time the parties sign the Details in accordance with [clause 1.1(a)], the SOA is suspended, has expired or been terminated." |
| Clause 1.3(a) | Clause 1.3(a) | Inserted "Part C of the SOA Details;" |
| Clause 1.3(b) | Clause 1.3(b) | Inserted "items 10 and 12 of Part A of the SOA Details;" |
| Clause 3 | Clause 3.3 | Inserted "Subject to clause [21.1(c)/24.1(c)], the Term of the Contract (including extensions) continues after the SOA ends." |
| Clause 4(c)(i) to (iv) | Clause 4.2(b)(i) to (iv) | <p>Inserted "(i) the requirements and specifications specified in item 12 of Part A and Part C of the SOA Details;</p> <p>(ii) all applicable Laws;</p> <p>(iii) all applicable Government codes, policies or guidelines; and</p> <p>(iv) any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant International Standard (ISO),</p> |

¹ In the change made column, any clause references in square brackets are to the General Contract Conditions clause reference, followed by the Comprehensive Contract Conditions. If only one clause reference is in square brackets, then that drafting only appears in the relevant clause in the Comprehensive Contract Conditions.

| General Contract Conditions | Comprehensive Contract Conditions | Change made ¹ |
|-----------------------------|-----------------------------------|---|
| | | which govern the provision of the Deliverables under this Contract;". |
| Clause 4(r) | Clause 4.2(c) | Inserted "item 10 of Part A of the SOA Details and". |
| Clause 4(z) | | <p>Inserted "(Ethical Supplier Threshold) must comply with the Ethical Supplier Threshold during the Term. If the Customer reasonably suspects that the Supplier is not compliant with the Ethical Supplier Threshold, then the Customer may issue a written show cause notice to the Supplier, which the Supplier must respond to in writing within 14 Business Days of receipt."</p> <p>New definition of Ethical Supplier Threshold in clause 24.1.</p> |
| | Clause 4.5 | <p>Inserted "(a) The Supplier must comply with the Ethical Supplier Threshold during the Term.</p> <p>(b) If the Customer reasonably suspects that the Supplier is not compliant with the Ethical Supplier Threshold, then the Customer may issue a written show cause notice to the Supplier.</p> <p>(c) The Supplier must respond to [any show cause notice given under clause 4.5(b)] within 14 Business Days of receipt."</p> <p>New definition of Ethical Supplier Threshold in clause 27.1.</p> |
| Clause 17(a)(iii)(F) | Clause 14.1(c)(vi) | Inserted "information about the Contract, including". |
| Clause 17(b) | Clause 14.2(a) | <p>Inserted " Nothing in the Contract prevents the Customer from disclosing information about the Contract as necessary to comply with the Procurement Guidelines: Contract Disclosure."</p> <p>New definition of Procurement Guidelines: Contract Disclosure in clause [24.1/27.1].</p> |
| Clause 17(i) | Clause 14.2(b) | Inserted " Nothing in this clause [17/14] prevents the Customer from disclosing information about the Supplier's compliance with the Ethical Supplier Threshold to other Queensland Government entities for inclusion in a register." |
| Clause 12(c) and (d) | Clause 17.3(a) and (b) | Inserted "and the SOA". |
| Clause 12(f) ² | Clause 17.5 | Inserted "The parties acknowledge that if the same event or set of circumstances gives rise to a claim by a Customer against the Supplier under both the SOA and the Contract, the Customer may bring the claim under the SOA or the Contract, but not both and subject in each case to the limitation of liability in clause [12(c)/17.3(a)]." |

² Note clause 12(f) also contains the heading "(relationship)" at the start of the new clause.

| General Contract Conditions | Comprehensive Contract Conditions | Change made ¹ |
|-----------------------------|-----------------------------------|--|
| Clause 21.1(a)(vii) | Clause 24.1(a)(vii) | Inserted "having issued a show cause notice in accordance with clause[4(z)/4.5], the Customer believes that the Supplier does not comply with the Ethical Supplier Threshold." |
| Clause 21.1(c) | Clause 24.1(c) | Inserted " Without limiting the Customer's rights under clause [21.1(a)/24.1(a)], the Customer may immediately terminate the Contract where the State of Queensland terminates the SOA for cause without liability to the Supplier." |
| Clause 21.5(b) | Clause 24.5(b) | Inserted " If the Contract is terminated, the SOA will not, unless the SOA requires it, be affected in any way whatsoever." |

Eligible Customers will then establish Contracts under the SOA using the form of Contract selected by the Principal.

Use of a purchase order to create a Contract

Generally, a purchase order does not contain all of the information required by the SOA General Contract Details or SOA Comprehensive Contract Details. All of the items in the SOA General Contract Details or SOA Comprehensive Contract Details need to be completed in order for the Contract to work (even if completing the relevant item means stating "Not applicable"). As a result, in the majority of cases a purchase order alone will **not** be sufficient to create a Contract under a SOA.

A Customer may consider using a purchase order for the purchase of Additional Products and/or Services under a SOA General Contract and SOA Comprehensive Contract.

Clause 7 of the SOA General Conditions allows additional Products and/or Services to be acquired by both parties signing a statement of work or *other document acceptable to the Customer*.

Clause 7.9 of the SOA Comprehensive Conditions allows additional Products and/or Services to be acquired by both parties signing a Statement of Work Form, which is defined to mean a statement of work substantially in the form of Schedule 10 – Statement of Work or *other form reasonably acceptable to the Customer*.

Again, whether or not a purchase order is appropriate will depend on the form of the purchase order and whether it is capable of setting out all of the information required to agree the additional purchase.