

SOA General Contract Details – ICT Products and/or Services

<Contract title and reference number>

<Customer name>

<Supplier name>

Contract established under SOA <SOA title and reference number>

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| **INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED FROM EXECUTION VERSION OF CONTRACT):** **This is the standard form Government contract for the purchase of ICT Products and/or Services under a SOA.**  **OR****This is based on the standard form Government contract for the purchase of ICT Products and/or Services using a SOA, as amended by the Principal.****<<Delete whichever option above is not appropriate>>**The yellow highlighted sections need to be completed with details of the Customer’s requirements. |
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SOA General Contract Details – ICT Products and/or Services – Issued November 2021 - Version 2.0.0

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# General information

The SOA General Contract Conditions - ICT Products and/or Services which apply to these Details are set out at the end of the Details.

The definitions and rules of interpretation applicable to these Details are set out in the SOA General Contract Conditions - ICT Products and/or Services.

### Customer

**Name**

<<Insert name of Customer.>>

**ABN or ACN**

<<Insert ABN or ACN of Customer.>>

### Customer contact details

<<The Customer may appoint more than one Authorised Representative. Repeat this section as necessary for each Authorised Representative.>>

**Authorised Representative(s)**

<<Insert name of Customer’s authorised representative for this Contract. This person must have authority to provide consents, approvals, instructions and directions on behalf of the Customer. This person will be the person whom the Supplier contacts about the Contract, and to whom the Supplier delivers all notices under the Contract.>>

**Position title / role**

<<Specify Authorised Representative’s position/role with the Customer.>>

**Phone number**

<<Insert phone number of the Customer’s Authorised Representative.>>

**Street address**

<<Insert street address of the Customer.>>

**Postal address**

<<Insert. This is the address for notices delivered to the Customer (to its Authorised Representative) under the Contract.>>

**Email**

<<Insert email address of the Authorised Representative.>>

### Supplier

**Name**

<<Insert name of Supplier.>>

**ABN or ACN or ABRN**

<<Insert ABN or ACN or ABRN of Supplier.>>

### Supplier Contact Details

<<The Supplier must complete these details. The Supplier may appoint more than one Authorised Representative. Repeat this section as necessary for each Authorised Representative >>

**Authorised Representative**

<<Insert name of Supplier’s authorised representative for this Contract. This person must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. This person will be the person whom the Customer contacts about the Contract, and to whom the Customer delivers all notices under the Contract.>>

**Position title / role**

<<Specify Authorised Representative’s position/role with the Supplier.>>

**Phone number**

<<Insert phone number of the Supplier’s Authorised Representative.>>

**Street address**

<<Insert street address of the Supplier’s Authorised Representative.>>

**Postal address**

<<Insert. This is the address for notices delivered to the Supplier (to its Authorised Representative) under the Contract.>>

**Email**

<<Insert email address of the Authorised Representative.>>

###  Products and Services and documents that form part of the Contract

Clause 1.3 and 5

**Applicable Products and/or Services**

<<Select the applicable Products and/or Services for the Contract.>>

[ ]  Hardware

[ ]  Hardware Maintenance Services

[ ]  Licensed Software

[ ]  Software Support Services

[ ]  Developed Software

[ ]  As a Service

[ ]  ICT Professional Services

**Documents**

<<List any documents which are incorporated into the Contract by reference. This should also include any document which is stated as forming part of the Contract or is specified as being incorporated into the Contract by reference.

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

In accordance with clause 1.3(f) of the SOA General Contract Conditions, the following documents are incorporated into the Contract by reference:

1. <<insert>>
2. <<insert>>

In the event and to the extent of any inconsistency between the terms of the above documents, the order of hierarchy in descending order will prevail.

### Additional Provisions

Clause 1.4

<<Specify any Additional Provisions agreed by the parties under clause 1.4 of the SOA General Contract Conditions that are to apply to the Contract. For example, particular requirements for security or personnel at the Customer’s premises. If there are none, specify “Not applicable”. Note: Additional Provisions only take effect to the extent they are additional to, and do not detract from the parties’ rights or obligations under, the SOA General Contract Conditions, provided that Additional Provisions included to enable the Customer to comply with applicable legislative or policy requirements are deemed not to detract from the parties’ rights and obligations.

<<Note**:** Review the example clauses set out in the Social procurement clauses factsheet issued by the Office of the Chief Adviser – Procurement and insert appropriate clauses.>>

### Term

Clause 3

**Start** **date**

<<Insert start date for the Term.>>

**End date**

<<Insert end date of the Term. The Term should continue for the duration of any applicable warranty period, and also ensure the term includes all relevant service, maintenance and subscription periods.>>

**Extension options**

<<Insert whether the Customer can elect to extend the Term for an additional period (e.g. 2 x 1 year).>>

**Notice period for extension**

<<Insert the notice the Customer is required to provide the Supplier to extend the Term (e.g. 30 days).>>

### Policies, codes of conduct, rules, standards and procedures Clause 4(h)

**Site Policies**

<<If the Customer has specific policies that it requires the Supplier to comply with when accessing or using the Site, specify them here. If not, insert “Not applicable”.>>

**Policies, codes of conduct, rules, standards and procedures**

<<If there are any policies, codes of conduct, rules, standards and procedures which the Customer requires the Supplier to comply with in supplying the Deliverables, specify them here. If not, insert “Not applicable”.>>

####

### Customer Inputs

Clause 4(k)

**Details of Customer Inputs to be provided**

<<Insert details of any Customer resources that the Supplier will need in order to perform the Contract including all resources specific to a Product/Service. For example, this might include equipment, premises access, information and documents.>>

### Documentation Clause 4(n)

<<Insert details of any Documentation to be supplied by the Supplier during the Term.>>

### Training Clause 4(o)

<<Clause 4(o) provides that the Supplier must provide to the Customer the training (if any) specified in the Details, and such additional training as the Customer may require from time to time at the training rates set out in the Details. Specify below any training the Supplier is required to provide.>>

**Insert details of any training requirement**

<<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.>>

**Rates for additional training**

<<Insert or refer to pricing details specified in Schedule 1 – Price and Payment Terms.>>

### Insurance

Clause 4(q)

<<Clause 4(q) provides that the Supplier must take out and maintain, or be insured under, the insurances described in the Details. Insert details of its policies including the name of the insurer, policy number, policy expiry date and minimum amount of insurance as specified below (repeat as required) and whether the Supplier is to provide a copy of a certificate of currency for each policy.>>

**Workers compensation insurance** as required by law.

**Public liability and products liability insurance minimum amount**

<<Insert public liability and products liability insurance minimum amount.>>

**Professional indemnity insurance minimum amount**

<<Insert professional indemnity insurance minimum amount.>>

**Other insurances**

<<Insert all other insurances required, and the minimum amount for which the Supplier must be insured. For example cyber insurance.>>

**Minimum period of insurance (for insurance on a “claims made” basis)**

<<For insurance which is provided on a “claims made” basis, the minimum period for which the Supplier is required to maintain insurance is four years after the Contract ends. If the Customer requires a different period, this should be specified here.>>

### Authorisations

Clause 4(r)

<<This section allows the Customer to add any specific authorisations which are not required by law, but which the Customer wants the Supplier to have when performing the Services (e.g. certifications from an original equipment manufacturer that the Supplier is appropriately trained to maintain equipment).

If not applicable, then insert “Not applicable”.>>

### Security

Clause 4(s)

<<Specify the bank guarantee, performance guarantee or other specified security the Supplier is required to provide under the Contract here. Consider (where required) using the template form of financial security and/or performance guarantee in Schedules 6 and 7 (respectively) of the SOA Comprehensive Contract Conditions for ICT Products and/or Services. If the Customer does not require the Supplier to provide any security under the contract then insert “Not applicable”.>>

### Acceptance Testing

Clause 6

**Will testing of Deliverables be required?**

[ ]  Yes

[ ]  No

<<If yes, insert details of any required tests to be performed by the parties and the relevant testing process. This should include details of:

* the Deliverable or part of the Deliverable to be tested;
* the allocation of each party’s responsibilities in relation to testing, including the party responsible for conducting the tests; and
* the acceptance criteria to be used to test whether the Deliverable meets the Requirements; and
* the period for the performance of testing>>

### Subcontractor(s)

Clause 8

<<The Supplier is to provide the names, legal entity type and contact details of all Subcontractors that the Supplier intends to use, and the obligations that will be subcontracted to each Subcontractor. Repeat as necessary.>>

**Name (and legal entity)**

<<Insert name and ABN/ACN/ABRN of Subcontractor.>>

**Street address**

<<Insert street address of the Subcontractor.>>

**Postal address**

<<Insert street address of the Subcontractor.>>

**Obligations**

<<Specify the Products and/or Services that the Subcontractor will perform under the Contract.>>

### Background checks

Clause 8.2(d)

<<Specify whether the criminal background check or any other checks are required by the Customer for any Personnel of the Supplier.>>

### Key Personnel

Clause 8.3

<<Insert the names and contact details for all Key Personnel that the Supplier intends to use, and summarise the role of each Key Personnel and key obligations they will be responsible for. The Supplier must separately provide a copy of all Key Personnel CVs. Repeat as necessary.

Consider whether the Supplier’s Authorised Representative should be specified as Key Personnel.

If the Customer does not require the Supplier to provide details of Key Personnel, insert “Not applicable”.>>

**Name and Position**

<<Insert name and position of Key Personnel.>>

**Contact details**

Phone: <<Insert phone number of Key Personnel.>>

Email: <<Insert email address of Key Personnel.>>

**Role / Key obligations**

<<Insert description and key obligations of Key Personnel.>>

**Committed level**

<<Insert number of hours, percentage of full-time equivalent, or other level of commitment to the Contract.>>

**Summary of Key Personnel’s skills, qualifications and experience**

<<Insert brief summary of Key Personnel’s skills, qualifications and experience for the role.>>

### Price and payment

Clause 9

**Maximum price**

<<If the Customer requires that a maximum total Price be specified for the Contract (which may not be exceeded except as expressly stated in the Contract, unless the Customer consents) this should be specified here or refer to Schedule 1 – Price and Payment Terms.>>

### Cap on liability

Clause 12 and 13

**Supplier’s liability cap**

<<Insert the amount of the Supplier’s liability cap. This may be by reference to a specified amount, a multiple of the Prices payable under the Contract, by reference to the greater of those two amounts, or using another liability cap model. Under clause 12(c), if no liability cap for the Supplier is specified, then the Supplier’s liability is not limited by the Contract.

Note that if the Supplier is performing As a Service, the Supplier’s liability for any loss of Customer Data in connection with the performance of the As a Service is subject to a separate cap (which is specified in the item below).>>

**Supplier’s liability cap for loss of Customer Data**

<<Insert the amount of the Supplier’s liability cap for loss of or damage to Customer Data. Under clause 13 the Supplier’s liability for loss of or damage to Customer Data in the Supplier’s provision of the As a Service (if applicable) is subject to a separate cap. This cap is separate from the Supplier’s liability cap under clause 12(c). The Supplier’s liability cap for loss of or damage to Customer Data may be by reference to a specified amount, a multiple of the Prices payable under the Contract, by reference to the greater of those two amounts, or using another liability cap model. Under clause 13, if no liability cap for loss of or damage to Customer Data is specified, then the Supplier’s liability for loss of or damage to Customer Data is not separately limited by the Contract.>>

**Customer’s liability cap**

<<Insert the amount of the Customer’s liability cap. This may be by reference to a specified amount, a multiple of the Prices payable under the Contract, by reference to the greater of those two amounts, or using another liability cap model. Under clause 12(d), if no liability cap for the Customer is specified, then the Customer’s liability is not limited by the Contract.>>

### Intellectual Property Rights in Pre-Existing Materials

Clause 15.1

**Pre-Existing Material**

<<Pre-Existing Material is defined in the SOA General Contract Conditions to mean all Material which existed at the Contract start date or which is developed independently of the Contract, and includes the Material specified in the Details as Pre-Existing Material. Pre-Existing Material includes any adaptation, translation or derivative of the Pre-Existing Material, but does not include Licensed Software, As a Service or any Third Party Material. The specific Documents or other items which comprise Pre-Existing Material of either the Customer or the Supplier should be specified in this item.>>

**Customer’s use of Pre-Existing Material**

<<The default position in clause 15.1 of the General Contact Conditions is that the Supplier grants the Customer an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide and transferable licence to exercise all such Intellectual Property Rights in any Pre-Existing Material of the Supplier which is incorporated into a Deliverable for the purposes of using, supporting and/or modifying that Deliverable, in the course of the Customer’s functions or activities. If there are additional purposes for which the Customer requires the use of the Pre-Existing Material, these should be inserted here. If not, then insert “Not applicable”.>>

<<The default position in clause 15.1(c) of the SOA General Contract Conditions is that the Customer’s licence to the Pre-Existing Material does not permit the Customer to manufacture, sell or otherwise commercially exploit any of the Pre-Existing Material unless otherwise specified in the Details. If the Customer requires the ability to manufacture, sell or otherwise commercially exploit any of the Pre-Existing Material this will need to be inserted here.>>

**Sublicensees and cost**

<<Clause 15.1(c) of the SOA General Contract Conditions provides that the Customer may sublicense its licence rights in the Pre-Existing Material to any Departments, the Public Service Office, Hospital and Health Services, contractors providing services to the Customer and any other entity specified in the Details. If there are entities other than Departments, the Public Service Office, Hospital and Health Services or contractors to whom the Customer is permitted to sublicense the licence to Pre-Existing Materials, these entities should be inserted here. If not, insert “Not applicable”.>>

<<If there are any additional costs payable by the Customer for the grant of the sublicence under clause 15.1(c), these costs to be specified here.>>

### Intellectual Property Rights in New Materials

Clause 15.2 and 15.3

**New Material**

<<New Material is defined in the SOA General Contract Conditions to mean all Material that is created, written, developed or otherwise brought into existence by or on behalf of the Supplier for the Customer in the course of the Supplier performing its obligations under the Contract, and includes the Material specified in the Details as New Material. New Material does not include Pre-Existing Material, Third Party Material, Licensed Software or As a Service.

The specific Documents or other items which will be written, developed or brought into existence by or on behalf of the Supplier under this Contract which comprise New Material should be specified in this item.>>

**Ownership of New Material**

Will Intellectual Property Rights in the New Material be owned by the Customer or Supplier?

[ ]  Customer (clause 15.2 of the SOA General Contract Conditions applies).

[ ]  Supplier (clause 15.3 of the SOA General Contract Conditions applies).

<<If the Ownership of the Intellectual Property Rights in the New Material will be different for each item of New Material (i.e. some Deliverables owned by the Customer and others owned by the Supplier), specify the New Material which will be owned by the Customer and the New Material which will be owned by the Supplier.>>

**Supplier owned – Customer’s use of New Material**

<<If Intellectual Property Rights in the New Material will be owned by the Supplier, the default position in clause 15.3(b) of the General Contact Conditions is that the Supplier grants the Customer an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide and transferable licence to exercise all such Intellectual Property Rights in the New Material for the purposes of using, supporting and/or modifying the Deliverable incorporating the New Material, in the course of the Customer’s functions and activities. If there are additional purposes for which the Customer requires the use of the New Material, these should be inserted here. If not, then insert “Not applicable”.>>

<<The default position in clause 15.3(c) of the SOA General Contract Conditions is that the Customer’s licence to the New Material does not permit the Customer to manufacture, sell or otherwise commercially exploit any of the New Material unless otherwise specified in the Details. If the Customer requires the ability to manufacture, sell or otherwise commercially exploit any of the New Material this will need to be inserted here.>>

**Supplier owned – Sublicensees and costs**

<<If Intellectual Property Rights in the New Material will be owned by the Supplier, clause 15.3(c) of the SOA General Contract Conditions provides that the Customer may sublicense its licence rights in New Material to any Departments, Public Service Office, Hospital and Health Services, contractors providing services to the Customer and any other entity specified in the Details. If there are entities other than Departments, the Public Service Office or contractors to whom the Customer is permitted to sublicense the licence to New Materials, these entities should be inserted here. If not, insert “Not applicable”.>>

<<If there are any additional costs payable by the Customer for the grant of the sublicence under clause 15.3(c), these costs to be specified here.>>

### Intellectual Property Rights in Third Party Materials

Clause 15.4

**Will any Deliverables incorporate any Third Party Material?**

[ ]  Yes

[ ]  No

<<If a Deliverable will incorporate Third Party Material:

* Specify the relevant Deliverable and specify the Third Party Material that it will incorporate.
* Insert details of terms and conditions (including licence terms and conditions) which apply to any Third Party Material which is incorporated into each Deliverable (as applicable).
* The default position in clause 15.4 of the SOA General Contract Conditions is that the Customer is granted a non-exclusive licence to exercise all Intellectual Property Rights in the Third Party Material which is incorporated into the Deliverable for the purposes of using, supporting and/or modifying the Deliverable incorporating the Third Party Material, in the course of the Customer’s functions or activities. If there are additional purposes for which the Customer wishes to use the Third Party Material, these should be inserted here.>>

### Customer Data

Clause 16

<<Clause 16 provides that for Customer Data that is Metadata (and which is not Personal Information) the Customer grants to the Supplier a non-exclusive right to use such Metadata solely for the internal business purposes of the Supplier as specified in the Details (if any). Specify in this item the internal business purposes for which the Supplier may use the Metadata.>>

### Confidentiality and Privacy Deed

Clause 17(d)

<<Specify whether Personnel are required to sign a confidentiality and privacy deed in the form reasonably acceptable to the Customer.>>

### Conflict of Interest

Clause 19.2

<<Supplier to insert details of any Conflict of Interest it is required to declare in accordance with the ‘Conflict of Interest’ clause in the Contract. If no Conflict of Interest exists, insert ‘Nil’.>>

### Termination for convenience

Clause 21.3

<<Under clause 21.3 if the Customer exercises its right of termination for convenience, the Customer is required to pay the Supplier the fees for the work supplied but not yet invoiced **and** either:

* the Supplier’s reasonable and documented expenses incurred directly relating to the termination; or
* any amount specified in the Details.

Specify whether an amount is payable under clause 21.3 of the SOA General Contract Conditions if the Customer exercises its right of termination for convenience (which is additional to the fees for the work supplied but not yet invoiced).

### Business Hours

Clause 24.1

<<If the Business Hours will be different to the default position of 9.00am – 5.00pm, specify these here.>>

### Designated Environment

Clause 24.1

<<Specify the physical and computing environment, including the existing hardware and software configurations with which the Deliverables must operate.>>

### SOA

Clause 24.1

<<Specify the details of the SOA which has been entered by the State of Queensland and the Supplier that establishes the basis for this Contract to be created>>

Hardware

The following Details to be completed if the Customer is procuring Hardware (refer clause 5.1 of the SOA General Contract Conditions - ICT Products and/or Services).

# Hardware Clause 5.1(d)

### 2.1 Description of Hardware to be supplied

<<Insert a description of the Hardware to be supplied including quantities. This may include references to the Hardware model name and type.>>

**Specify whether the Hardware must be new and unused**

<<The default position in clause 5.1(d) is that all items of Hardware must be new, unused or of recent origin, unless otherwise specified in the Details. Specify below whether the Hardware must be new and unused.>>

[ ]  Yes

[ ]  No

### 2.2 Requirements

**Specifications for Hardware (or annex specifications to the Details)**

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Hardware. This may include any published specifications of the Supplier or the Hardware manufacturer.>>

#### 2.3 Delivery requirements

Clause 5.1(a)

The Supplier must deliver the Hardware by the date and time set out in this item. If set out in this item, the Supplier must ensure that the delivery is made during the hours specified in this item. The Supplier must comply with the other delivery requirements in this item.

**Site**

<<Insert location of the Site(s) at which the Hardware must be delivered.>>

**Delivery Date**

<<Insert the date by which the Hardware must be delivered by the Supplier to the Site.>>

**Due time for delivery (if applicable)**

<<Insert any time on the Delivery Date which the Hardware must be delivered (if applicable).>>

**Times / days when delivery can be made (if applicable)**

<<Insert times and days when the Hardware can be delivered (such as where there is a range of delivery days).>>

**Other requirements**

<<Insert any other requirements which apply to the delivery of the Hardware. This may include access requirements which apply to the Site or specific packaging requirements.>>

### 2.4 Title

Clause 5.1(f)

<<The default position in clause 5.1(f) is that title in the Hardware will pass to the Customer on the earlier of delivery to the Site or payment of the applicable Price. Specify whether title is to pass at a different time or otherwise state “Not applicable”.>>

#### 2.5 Installation requirements

Clause 5.1(c)

<<Insert Hardware installation requirements.>>

#### 2.6 Ancillary services

Clause 5.1(g)

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Hardware which are additional to the delivery and installation requirements (specified above) and may include design services.>>

#### 2.7 Warranty Period

<<The Warranty Period is defined to commence on the AAD of the Hardware, unless otherwise specified in the Details. Specify commencement and duration of Warranty Period for each item of Hardware, noting that each item of Hardware may have a different Warranty Period.>>

# Hardware Maintenance Services

The following Details to be completed if the Customer is procuring Hardware Maintenance Services (refer clause 5.2 of the SOA General Contract Conditions - ICT Products and/or Services).

#### 3.1 Supported Hardware

<<Insert hardware in respect of which the Supplier will supply the Hardware Maintenance Services. This may include references to the Hardware model name and type. The Supported Hardware may consist of Hardware supplied under clause 5.1 of the SOA General Contract Conditions for ICT Products and/or Services, or may be hardware which is supplied to the Customer under different terms.>>

#### 3.2 Maintenance period

Clause 5.2(a)

**Start of Maintenance Period**

<<Insert start date for the supply of the Hardware Maintenance Services (such as on the AAD of the Hardware or the expiry of the Warranty Period for the Hardware).>>

**End of Maintenance Period**

<<Insert end date for the supply of the Hardware Maintenance Services.>>

#### 3.3 Replacement parts

Clause 5.2(b) and 5.2(e)

**Stock of replacement parts**

<<Clause 5.2(b) provides that where specified in the Details, the Supplier must maintain a stock of frequently required parts for the Supported Hardware. Insert whether the Supplier is required to provide a stock of replacement parts for the Supported Hardware.>>

**New and unused**

<<The default position in clause 5.2(e)(i) is that replacement parts for the Supported Hardware must be new unless specified in this item of the Details. Insert below whether replacement parts must be new.>>

Specify whether the replacement parts for the Hardware must be new:

[ ]  Yes

[ ]  No

**Title and risk in replacement parts**

Specify when title and risk in the replacement parts will transfer to the Customer:

<<The default position in clause 5.2(e)(ii) is that title and risk in the replacement parts for the Hardware pass to the Customer on installation unless specified in this item of the Details. Insert below when title and risk to replacement parts will transfer to the Customer.>>

#### 3.4 General support

Clause 5.2(c)

<<Insert description of general support services to be provided by the Supplier in relation to the Hardware. Include as much detail as possible to clearly describe the support services that may be provided, including:

* hours of support;
* Supplier’s support contact details (such as help desk phone number and email address); and
* any other requirements for the support services.>>

#### 3.5 Preventative Maintenance Services

Clause 5.2(d)

**Description of Preventative Maintenance Services**

<<Insert description of preventative maintenance services to be provided by the Supplier in relation to the Hardware or annex a separate document which describes the preventative maintenance services in detail. Include as much detail as possible to clearly describe the preventative maintenance services that may be provided, including:

* problem detection and resolution;
* replacement of parts;
* adjustment of mechanical devices; or
* other maintenance services.>>

**Frequency of Preventative Maintenance Services**

[ ]  Monthly

[ ]  Quarterly

[ ]  Annual

[ ]  Other - <<insert>>

#### 3.6 Remedial Maintenance

Clause 5.2(e)

<<Insert description of remedial maintenance or annex a separate document which describes the remedial maintenance services in detail which may include:

* repair or replacement of the Defective Hardware; and
* collection of any Defective Hardware from the Site (or other location notified by the Customer) and delivery of the repaired or replaced Hardware to the Site (or other location notified by the Customer).>>

####

#### 3.7 Service Levels

Clause 5.2(f)

<<Insert Service Levels.>>

<<Insert frequency the Supplier is required to provide a report to the Customer of its performance against the Service Levels (i.e. monthly, quarterly or such other time).>>

#### 3.8 Service Credits

Clause 5.2(g)

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels.>>

<<If Service Credits are applicable, clause 5.2(g) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the Details. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>

# Licensed Software

The following Details to be completed if the Customer is procuring Licensed Software (refer clause 5.3 of the SOA General Contract Conditions - ICT Products and/or Services). Note: Licensed Software will include Developed Software where the Supplier (not the Customer) will own the Intellectual Property Rights in that Developed Software.

### 4.1 Licensed Software

**Name of Licensed Software (including version number and all applicable modules/components)**

<<Insert name of Licensed Software to be supplied. This may include reference to version numbers for the Licensed Software and names of applicable modules/components to be supplied.>>

#### 4.2 Requirements

Specifications for Licensed Software (or annex specifications to the Details)

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Licensed Software. This may include any published specifications of the Supplier or the original IP owner of the Licensed Software.>>

#### 4.3 Licence Period

Clause 5.3(b)

<<Clause 5.3(b) provides that the Licence Period for the Licensed Software will be the period specified in the Details, unless the Details specifies that the Licence Period is perpetual. Specify below whether the Licence Period is perpetual (i.e. not a fixed period).>>

**Is the Licence Period perpetual?**

[ ]  Yes

[ ]  No

<<If the Licence Period is not perpetual, specify below the start and end dates for the Licence Period.>>

**Start of licence period**

<<Insert start date for Licence Period (such as on the AAD of the Licensed Software).>>

**End of licence period**

<<Insert end date for the Licence Period.>>

#### 4.4 Use of Licensed Software

Clause 5.3(a)(i)

<<Clause 5.3(a)(i) provides that the Customer may install, use and copy the Licensed Software for the Customer’s functions or activities, or such other purposes specified in the Details. If there are additional purposes for which the Customer requires the use of the Licensed Software, these should be inserted here.>>

#### 4.5 Class of Licence

Clause 5.3(a)(i)

<<Clause 5.3(a)(i) provides that the Customer may install, use and copy the Licensed Software in accordance with the terms of the Class of Licence. Insert description of licence to be granted to the Customer. Include as much detail as possible, including whether the licence to the Licensed Software is:

* granted to a specific number of the Customer’s users (and if so, the number of users) or whether the licence is granted on an enterprise-wide basis. Also specify whether the users of the Licensed Software are internal users of the Customer or are third-parties (e.g. students or the general public);
* able to be used by the Customer’s users concurrently;
* may only be used at a specific Site (and if so, the location of the applicable Site); and
* may only be used on the Designated Environment.>>

### 4.6Sublicensing

Clause 5.3(c)

<<Clause 5.3(c) provides that the Customer can sublicense its licence to the Licensed Software to any other entity specified in the Details. If there is any other entity to whom the Customer wishes to sublicense its Licence to the Licensed Software to, this should be specified below.>>

<<If there are any additional costs payable by the Customer for the grant of the sublicence under clause 5.3(c), these costs to be specified here.>>

### 4.7 Additional licence conditions and restrictions

Clause 5.3(e)

<<Clause 5.3(e) provides that the Customer must comply with any additional licence conditions and restrictions on use of the Licensed Software specified in the Details. Insert any additional licence conditions and restrictions in this item.>>

#### 4.8 Copies of Licensed Software to be provided by Supplier

Clause 5.3(f)

<<Clause 5.3(f) provides that the Supplier must supply to the Customer the number of copies of the Licensed Software as specified in the Details. Insert number of copies to be supplied.>>

#### 4.9 Delivery and installation requirements

ause 5.3(g)

**Site**

<<Insert Site where the Supplier is to deliver the Licensed Software (if applicable).>>

**Delivery Date**

<<Insert date by which the Licensed Software must be delivered or made available to the Customer.>>

**Is Supplier required to install the Licensed Software?**

<<Clause 5.3(g)(ii) provides that if the Customer requires the Supplier to install the Licensed Software on the Designated Environment, the Supplier must do so.>>

[ ]  Yes

[ ]  No

**If the Supplier is required to install the Licensed Software, specify the requirements for the installation of the Licensed Software:**

<<insert>>

#### 4.10 Updates and New Releases

Clause 5.3(h)

<<Clause 5.3(h) provides that if the Details specifies that the Customer is entitled to Updates and/or New Releases for the Licensed Software as part of its Licence (i.e. and is not separately procuring Software Support Services for the Licensed Software), the Supplier must make available to the Customer any Updates and New Releases if and when the Supplier makes them generally available to other customers, at the option of the Customer and at no additional cost to the Customer.>>

**Specify if the Customer is entitled to Updates and/or New Releases for the Licensed Software (as part of the licence as opposed to part of separate Software Support Services)**

[ ]  Yes

[ ]  No

**If yes, insert any installation obligations of the Supplier**

<<insert>>

#### 4.11 Ancillary services

Clause 5.3(i)

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Licensed Software which are additional to the delivery and installation requirements (specified above) and may include design services.>>

#### 4.12 Warranty Period

<<The Warranty Period is defined to commence on the AAD of the Licensed Software, unless otherwise specified in the Details. Specify commencement and duration of Warranty Period for the Licensed Software, noting that each item of Licensed Software (if more than one) may have a different Warranty Period.>>

# Software Support Services

The following Details to be completed if the Customer is procuring Software Support Services (refer clause 5.4 of the SOA General Contract Conditions - ICT Products and/or Services).

#### 5.1 Supported Software

**Name of Supported Software (including version number and all applicable modules/components)**

<<Insert name of software for which the Software Support Services are to be supplied. This may include reference to version numbers for the software and names of applicable modules/components to be supplied. The Supported Software may consist of Licensed Software supplied under clause 5.3 of the General Contract Conditions, or may be software which is supplied to the Customer under a separate contract.>>

#### 5.2 Support period

Clause 5.4(a)

**Start of support period**

<<Insert start date for the supply of the Software Support Services (such as on the AAD of the Supported Software (if applicable) or the expiry of the Warranty Period for the Supported Software (if applicable).>>

**End of support period**

<<Insert end date for the supply of the Software Support Services.>>

#### 5.3 General Support

Clause 5.4(b)

<<Insert description of general support services to be provided by the Supplier in relation to the Supported Software. Include as much detail as possible to clearly describe the support services that may be provided, including:

* hours of support;
* Supplier’s support contact details (such as help desk phone number and email address); and
* any other requirements for the support services.>>

#### 5.4 Updates and New Releases

Clause 5.4(d)

<<Clause 5.4(d) provides that unless the Details specify otherwise, the Customer is entitled to Updates and/or New Releases for the Supported Software, the Supplier must make available to the Customer any Updates and New Releases if and when the Supplier makes them generally available to other customers, at the option of the Customer and at no additional cost to the Customer.>>

**Updates and New Releases to be provided?**

[ ]  Yes

[ ]  No

**If yes, is training to be provided by the Supplier in respect of the Updates and New Releases?**

[ ]  Yes

[ ]  No

#### 5.5 Service Levels

Clause 5.4(f)

<<Insert Service Levels including severity levels and descriptions, response times and resolution times.>>

<<Insert frequency the Supplier is required to provide a report to the Customer of its performance against the Service Levels (i.e. monthly, quarterly or such other time).>>

#### 5.6 Service Credits

Clause 5.4(g)

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels.>>

<<If Service Credits are applicable, clause 5.4(g) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the Details. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>

# Developed Software

The following Details to be completed if the Customer is procuring Developed Software (refer clause 5.5 of the General Contract Conditions – ICT Products and/or Services).

#### 6.1 Developed Software and Design Specification

**Description of Developed Software**

<<Insert description of the Developed Software. If any Licensed Software or Third Party Software is to be used or incorporated in the Developed Software, this can be inserted here.>>

**Requirements**

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Developed Software.>>

**Is Supplier required to prepare a Design Specification?**

[ ]  Yes

[ ]  No

#### 6.2 Delivery Dates

Clause 5.5(a) and (c)

**Design Specification**

<<Insert date that the Supplier is required to supply the Design Specification for the Developed Software to the Customer.>>

**Developed Software**

<<Insert date that the Supplier is required to deliver the Developed Software to the Site.>>

#### 6.3 Delivery and installation requirements

Clause 5.5(c)

**Site**

<<Insert location at which the Developed Software must be delivered or made available to the Customer.>>

**Is Supplier required to install the Developed Software?**

<<Clause 5.5(c)(ii) provides that if specified in the Details, the Supplier must install the Developed Software on the Designated Environment.>>

[ ]  Yes

[ ]  No

**If the Supplier is required to install the Developed Software, specify the requirements for the installation of the Developed Software:**

<<insert>>

#### 6.4 Ancillary services

Clause 5.5(e)

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Developed Software which are additional to the delivery and installation requirements (specified above).>>

#### 6.5 Warranty Period

<<The Warranty Period is defined to commence on the AAD of the Developed Software, unless otherwise specified in the Details. Specify commencement and duration of Warranty Period for the Developed Software.>>

# As a Service

The following Details to be completed if the Customer is procuring As a Service (refer clause 5.6 of the General Contract Conditions – ICT Products and/or Services).

#### 7.1 Subscription Period

Clause 5.6(a)

**Start of Subscription Period**

<<Insert start date for the supply of the As a Service.>>

**Duration of Subscription Period**

<<Insert duration of each Subscription Period (e.g. 1 month, 3 months or 12 months).>>

**Notice period for non-renewal of the Subscription Period**

<<Insert the notice a party is required to provide the other party to elect not to renew the As a Service (e.g. 30 days). Note the notice period should not be longer than the Subscription Period.>>

#### 7.2 Description of As a Service

**As a Service**

The As a Service being acquired is:

[ ]  Software as a Service

[ ]  Infrastructure as a Service

[ ]  Platform as a Service

[ ]  Other: <<insert name>>

**Description of As a Service**

<<Insert description of As a Service to be provided. Include as much detail as possible to clearly describe the As a Service that may be provided, including:

* details of the SaaS, IaaS, PaaS and/or other as-a-service to be provided;
* if SaaS is provided, the name of the SaaS and modules included, the environments SaaS is to be provided (such as production, development and/or testing) and whether the SaaS is provided on a per-user basis, per-device, enterprise wide or some other basis; and
* details of how the SaaS, IaaS or PaaS will be accessed (such as the website and access authorisation).>>

#### 7.3 Requirements

Clause 5.6(b)

**Specifications for As a Service (or annex specifications to the Details)**

<<Insert or annex a detailed description of the As a Service.>>

#### 7.4 Minimum system requirements and usage requirements

Clause 5.6(c)

**Minimum requirements for Customer’s IT System and Network**

<<Insert the minimum requirements for the Customer’s IT System and Network to access and use the As a Service.>>

**Usage requirements for use of the As a Service**

<<Insert description of any usage restrictions which apply to the As a Service (such as acceptable use requirements).>>

#### 7.5 Infrastructure

Clause 5.6(b)

**Is the As a Service to be provided on public infrastructure?**

[ ]  Yes

[ ]  No

**Is the As a Service to be provided on private infrastructure?**

[ ]  Yes

[ ]  No

**Is the As a Service (including any Customer Data) to be hosted by a third party?**

[ ]  Yes

 If yes, insert name of the third party who will host the As a Service : <<insert>>

[ ]  No

**Specify the minimum standard for Infrastructure**

<<insert>>

#### 7.6 As a Service Location

Clause 5.6(d)

**Will the Supplier store, host or process any Customer Data?**

[ ]  Yes

 If yes, complete the details set out below in this item.

[ ]  No

**As a Service Location**

Can the Customer select the As a Service Location?

[ ]  Yes

 If yes, specify the As a Service Location selected by the Customer: <<insert>>

[ ]  No

 If no, specify the As a Service Location: <<insert>>

####

#### 7.7 Customer Data

Clause 5.6(e)

**Requirements for storage and back-up of the Customer Data**

Is the Supplier required to provide storage and back-up of Customer Data?

[ ]  Yes

If yes, specify the procedures and requirements for the storage and back-up of the Customer Data (including the frequency at which the Supplier is to provide the Customer with back-up copies of the Customer Data and the format in which the Customer Data must be provided to the Customer): <<insert>>

[ ]  No

**Tools and mechanisms to enable the Customer to access and monitor the Customer Data**

<<Clause 5.6(e) provides that the Supplier must provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to access and monitor the Customer Data as further specified in the Details. Specify the tools and mechanisms to be provided to the Customer.>>

**Requirements for return or extraction of the Customer Data on expiry or termination of the Subscription Period**

<<Clause 5.6(e) provides that on expiry (and non-renewal) or termination of the Subscription Period the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data, in accordance with the procedures and requirements set out in the Details. In this item specify whether the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data.>>

Is the Supplier required to return or allow the Customer to extract all Customer Data to the Customer?

[ ]  The Supplier is required to return all Customer Data to the Customer on expiry or termination of the Subscription Period.

<<Specify the period after expiry or termination that the Supplier is required to return the Customer Data.>>

**OR**

[ ]  The Supplier is required to allow the Customer to access the As a Service in order to extract the Customer Data.

<<Specify the period after expiry or termination (and non-renewal) that the Supplier will provide the Customer with access to the As a Service in order for the Customer to extract the Customer Data.>>

**Format in which the Customer Data must be returned or made available after termination or expiry (and non-renewal) of Subscription Period**

<<insert>>

#### 7.8 Security

Clause 5.6(f)

**Specify the applicable security and encryption standards which apply to the As a Service and Customer Data**

<<Insert environmental, safety and facility procedures, data security procedures and other safeguards to protect the Customer Data from destruction, loss and unauthorised access or alteration of the Customer Data. For example these may include:

* physical access controls such as secure swipe card access, biometric or coded access to the As a Service Location
* data security measures such as encryption of data during transit or while at rest; and
* level of data centre certification (such as ISO 27001/27002).>>

#### 7.9 General Support

Clause 5.6(g)

<<Insert description of general support services to be provided by the Supplier in relation to the As a Service. Include as much detail as possible to clearly describe the technical support services that may be provided, including:

* hours of support;
* Supplier’s support contact details (such as help desk phone number and email address); and
* any other requirements for the support services.>>

#### 7.10 Service Levels

Clause 5.6(j)

**Service Levels**

<<Insert Service Levels including severity levels and descriptions, response times and resolution times.>>

**Reporting**

<<Specify if the Supplier is required to measure its performance against the Service Levels and provide a report to the Customer or provide the Customer with the tools on a self-service basis to enable the Customer to monitor the Supplier’s performance against the Service Levels.>>

[ ]  The Supplier is required to measure its performance against the Service Levels and provide a report to the Customer.

<<Specify how frequently the Supplier must report on its performance against the Service Levels.>>

[ ]  The Supplier is required to provide the Customer with the tools on a self-service basis to enable the Customer to monitor the Supplier’s performance against the Service Levels.

**Exclusions from Service Levels**

<< Clause 5.6(l) sets out a number of exclusions from the Supplier’s obligation to perform the As a Service and to meet the Service Levels. Clause 5.6(l)(vi) provides that the Details may also specify whether there are any other circumstances where the Supplier is not required to meet the Service Levels. If there are any other circumstances which are in addition to the circumstances set out in clause 5.6(l) specify these in this item.>>

#### Service Credits

Clause 5.6(k)

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels.>>

<<If Service Credits are applicable, clause 5.6(k) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the Details. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>

# ICT Professional Services

The following Details to be completed if the Customer is procuring ICT Professional Services (refer clause 5.7 of the General Contract Conditions – ICT Products and/or Services).

#### 8.1 ICT Professional Services

**Description of ICT Professional Services**

<<Insert description of ICT Professional Services to be provided by the Supplier, including any Requirements/Specifications. Include as much detail as possible to clearly describe the ICT Professional Services. The ICT Professional Services may include:

* strategy advice;
* writing reports;
* reviews or quality assurance activities;
* change management services;
* project management services; and
* knowledge transfer services.>>

**Deliverables**

<<Include any specific Deliverables to be supplied by the Supplier.>>

#### 8.2 Service Period

Clause 5.7(a)

**Start of Service Period**

<<Insert start date for the supply of the ICT Professional Services.>>

**End of Service Period**

<<Insert end date, or if no specific end date insert “until the ICT Professional Services have been fully performed by the Supplier in accordance with the Contract”.>>

#### 8.3 Delivery Date

Clause 5.7(b)(ii)

**Specify any Delivery Date(s) applicable to the ICT Professional Services**

<<Insert Delivery Date for the supply of the ICT Professional Services (if applicable).>>

**Specify the hours and days during which the Supplier must provide the ICT Professional Services**

<<Clause 5.7(c) provides that the ICT Professional Services will be provided during Business Hours unless specified otherwise in the Details. Business Hours is defined as 9.00am – 5.00pm unless specified otherwise in the Details. If the ICT Professional Services will be provided at times other than Business Hours, insert the hours and days during which the Supplier must provide the ICT Professional Services.>>

#### 8.4 Professional standards

Clause 5.7(b)(iii)

<<Clause 5.7(b)(iii) provides that the ICT Professional Services must be suppliedin accordance with the professional standards applicable to the ICT Professional Services as specified in the Details.>>

**Specify any professional standards which apply to the performance of the ICT Professional Services**

<<Insert if applicable, otherwise leave blank or write “Nil”.>>

#### 8.5 Notification Period

Clause 5.7(e)(ii)

<<Where the supply of the ICT Professional Services does not involve the supply of specific Deliverables, clause 5.7(e)(ii) provides that the Customer may notify the Supplier of any failure of the ICT Professional Services to meet the requirements within 30 days of the delivery of the ICT Professional Services or such other period specified in the Details, and the Supplier must then take all necessary steps to ensure that the ICT Professional Services comply with the requirements. Insert notification period (if applicable) if this is to be a different period to the default period of 30 days.>>

#### 8.6 Warranty Period

<<Where the supply of the ICT Professional Services involves the supply of Deliverables, specify the applicable Warranty Period for the Deliverables. The Warranty Period is defined to commence on the AAD of the Deliverable, unless otherwise specified in the Order Documents. Specify commencement and duration of Warranty Period.>>

# Forming the Contract

**9.1 Acknowledgements and certifications**

The Supplier:

1. agrees to provide the Products, Services and other Deliverables to the Customer on the terms described in the Contract.
2. certifies that it has read, understands, and complies with all the requirements of the Contract.
3. represents that all the information provided by it and referenced in the Contract is complete, accurate, up to date and not misleading in any way.
4. acknowledges that the Customer is relying on the information provided by the Supplier and referenced in the Contract in entering into the Contract.
5. acknowledges that the Customer may suffer damage if any of that information is incomplete, inaccurate, out of date or misleading in any way.

**9.2 Agreement by Supplier**

The Supplier will sign in this section. By signing, the Supplier is offering to enter the Contract on the terms set out in this document. If the Supplier does not execute this document itself, it must (if the Customer requests) provide adequate evidence that the signatory is properly authorised to execute this agreement.

If the parties agree any changes to this document after the date of the Supplier’s signature (but before the Customer accepts the Supplier’s offer as described below), the Supplier and Customer will prepare a new version of the document incorporating the agreed changes, which will replace this document. The Supplier will sign the new document, offering to enter the Contract on the amended terms.

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |  |  |
| --- | --- | --- |
| Date ……………………………………..**EXECUTED** for and on behalf of: Name of Supplierby its Authorised Representative, in the presence of: Signature of witness Name of witness (block letters) | ))))))))))))) |  Signature of Authorised RepresentativeBy executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Supplier  Name of Authorised Representative (block letters) Position of Authorised Representative |

 |

**9.3 Agreement by Customer**

|  |  |  |
| --- | --- | --- |
| Date **EXECUTED** for and on behalf of: Name of Customerby its Authorised Representative, in the presence of: Signature of witness Name of witness (block letters) | )))))))))))) |  Signature of Authorised RepresentativeBy executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Customer  Name of Authorised Representative (block letters) Position of Authorised Representative |

**Schedule 1 – Price and Payment Terms**

<<If the Customer has specific requirements in the way it wants Suppliers to submit pricing (e.g. by completing a table, or a pricing template in Excel format) then attach the pricing schedule or insert the table the Supplier is to complete. The Customer should amend this section to set out any other pricing requirements not already addressed.>>

<<If the Customer has provided a specific document/template for the Supplier to use to submit pricing information (e.g. Excel spreadsheet), then the Supplier must submit pricing details in the required format. If not otherwise specified, the Supplier may complete this section in any appropriate format, but the Supplier must address all items.>>

**1.1 Price**

<<Itemise all amounts that the Customer is to pay in relation to the Contract, as well as totals. Identify the Pricing method (e.g. lump sum, fixed price, time and materials including rate card). The GST component is to be separately identified.

If the Customer requires that a maximum total Price be specified for the Contract (which may not be exceeded except as expressly stated in the Contract, unless the Customer consents) this should be specified here.

**1.2 Expenses**

<<Where expenses will be charged, the Supplier must provide an estimated forecast for expenses over the life of a Contract, and explain any assumptions that those calculations are based on. If the Supplier cannot forecast expenses, the Supplier must include details of how expenses will be calculated.>>

**1.3 Price reviews (including during any extension period(s))**

<<If all or some of the Prices will be changed during the term of the Contract, the Supplier must clearly set out the times that the review will occur (including whether the Prices will change during the Term or the applicable extension options) and the Price review mechanism.>>

**1.4 Payment plan/milestones**

The Supplier may invoice the Customer after successful achievement of the milestones as follows:

<<Insert payment plan for when the Customer will be invoiced for Products/Services provided to Customers, (e.g. the timetable for payments, the amount of each payment and the milestone / Deliverables that each payment relates to.>>

<<Specify whether all invoices are payable within 30 days or receipt or an alternative timeframe.>>

**1.5 Rates for additional Products and/or Services (if applicable)**

<<Specify the rates for any additional Products and/or Services which may be procured by the Customer under the Contract (e.g. additional Products and/or Services to be provided under a statement of work or additional services where the Supplier is not otherwise responsible for rectifying a Defect).>>

**1.6 Payment methods**

<<Specify how the Customer can make payment (including whether corporate credit card is accepted).>>

**1.7 Discounts or rebates**

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

**1.8 Address details for invoice**

<<Insert name and address details for delivery of invoices.>>

**1.9 Other pricing information**

<<Insert any other matters which may affect the Prices. The Prices will not be changed in response to any event which is not described here.>>