|  | Standing Offer Arrangement (SOA) Details |
| --- | --- |
|  | *For general goods and services* |
|  |

**SOA Title:** <<insert>>

**Reference No:** <<insert>>

**Principal** <<Principal name>>

**Supplier***<<insert Supplier’s name and ABN>>*

|  |
| --- |
| *version 3.0 – published ?? April 2019* |

|  |
| --- |
| **INSTRUCTIONS FOR USING THIS DOCUMENT** **TO BE DELETED BEFORE SENDING TO SUPPLIER****This is the standard form Government Standing Offer Arrangement (SOA) for the purchase of Goods and Services where an agency wants to establish with agreed terms and conditions for future purchases of the same Goods/Services.** The lead agency which establishes the SOA and has the responsibility for administering the SOA, is the ***Principal***. All agencies who buy from the Supplier under the SOA are Customers. Each Customer will enter into a separate Contract with the Supplier under the SOA (as described at the bottom of this instruction box). These SOA Details nominate the terms and conditions that will form the basis of the Contract. The Principal may also be a Customer. The Supplier’s responsibilities to the Principal and to the Customer are different, even when the Principal and the Customer are the same entity. Obligations to the Principal are primarily around reporting and administration of the SOA. Obligations to the Customer relate to performing the Contract (to supply the Goods/Services) in accordance with agreed Requirements. Instructions to Suppliers are included in *blue italics font*. The Principal should retain the instructions to Suppliers in the SOA Details sent to the Supplier. Separate from this document are Guidance Notes (available to Government agencies on [GovNet](http://procurement.govnet.qld.gov.au/Pages/default.aspx)) to help the Principal complete the first draft SOA Details. Where there is a Guidance Note to help you, it is indicated by *[see Guidance Note #]*. The Principal needs to fill out all yellow highlighted sections with details of the applicable Requirements. The Principal is to delete all highlighting and references to Guidance Notes before giving the Supplier the SOA Details.Where the Principal issues an Invitation to Offer (ITO), the Principal should issue the completed SOA Details document as part of the Invitation to Offer.Where the Principal does not issue an ITO, the Principal should issue the completed SOA Details to the Supplier at the start of the discussions about entering an SOA. Once the SOA has been agreed, eligible Customers can form a Contract by placing a SOA Order with the Supplier. |
|  |

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# Introduction

This SOA is for the supply of <<insert brief description of Goods/Services that are the subject of this SOA>>.

This whole document forms part of the SOA with the Principal and the Contract with the Customer, as indicated. Contracts made under the SOA will incorporate the terms agreed by the Principal and the Supplier in the SOA. The Supplier and the Principal may not make any changes to this document or agree any additional terms in the SOA or a Contract, except as set out in sections 3.4 (Departures – Principal’s changes) and 3.5 (Departures – Supplier’s changes). Changes which do not comply with these requirements do not form part of the SOA or the Contract.

*The Supplier must complete all sections of this document. The Supplier must not make any changes to the structure of this document. If the Supplier does not agree with any sections of this document that have been completed by the Principal, the Supplier must identify its proposed changes in section 3.5 (Departures – Supplier’s Changes).*

# General SOA information

This section sets out details which apply to the SOA and to every Contract agreed under the SOA. The Customer and Supplier must not amend this section in a Contract.

|  |  |  |
| --- | --- | --- |
| **No.** | **Topic** | **Details** |
| 1 | **Principal**[See Guidance Note #1] | Name: | <<insert>> |
| ABN / ACN: | <<insert>> |
| 2 | **Principal’s contact details**[See Guidance Note #2] | Contact person: | <<insert>> |
| Position: | <<insert>> |
| Street address: | <<insert>> |
| Postal address: | <<insert>> |
| Email: | <<insert>> |
| *All notices and other communication relating to the SOA are to be sent to the Principal at the details set out in this item, or any updated details that the Principal provides to the Supplier in writing.* |
| 3 | **Supplier’s** (legal) **name**See Guidance Note #3]*The Supplier must complete these details.* | Name: |  |
| ABN / ACN: |  |
| 4 | **Supplier contact person and details***The Supplier must complete these details.* | Contact person: |  |
| Position: |  |
| Street address: |  |
| Postal address: |  |
| Email:  |  |
| *All notices and other communication relating to the SOA are to be sent to the Supplier at the details set out in this item, or any updated details that the Supplier provides to the Principal in writing.* |
| 5 | **Subcontractor(s)** | *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.* |
| Legal Name: |  |
| ABN / ACN: |  |
| Street address: |  |
| Postal address: |  |
| Obligations: |  |
| 6 | **SOA term** | Start date: | <<insert>> |
| End date: | <<insert>> |
| Extension options: | <<insert (e.g. 2 x 1 year)>> to be exercised at the entire discretion of the Customer. |
| 7 | **Cap on liability***[*See Guidance Note #4] | The cap on liability (in the aggregate) is the greater of: |
| (a) | $<<X>> million; or  |
| (b) | <<3>> times the total of all Prices payable under the Contract, |
| or as limited by law or binding scheme (specified below). |
|  |  | <<Delete if this is a contract for Goods only>>*If the Supplier seeks to limit its liability in accordance with a binding scheme under the Professional Standards Act 2004 (Qld) then specify the scheme below and the limits of liability that apply:* |
| Binding Scheme applicable | <<insert>> |
| Summary of liability cap: | <<insert>> |
| 8 | **Insurance**[See Guidance Note #5] | *The Supplier is to insert details of its policies as specified below and provide a copy of a certificate of currency for each policy.*  |
| Workers Compensation Insurance | Sum Insured | As required by law |
| Policy No.: |  |
| Insurance Provider: |  |
| Name Insured: |  |
| Expiry Date of Policy: |  |
| Public Liability Insurance | Sum Insured |  |
| Policy No.: |  |
| Insurance Provider: |  |
| Name Insured: |  |
| Expiry Date of Policy: |  |
| Professional Indemnity Insurance | Sum Insured |  |
| Policy No.: |  |
| Insurance Provider: |  |
| Name Insured: |  |
| Expiry Date of Policy: |  |
| Other insurances | Insurance Policy: |  |
| Sum Insured |  |
| Policy No.: |  |
| Insurance Provider: |  |
| Name Insured: |  |
| Expiry Date of Policy: |  |
|  | **Authorisations** [See Guidance Note #6] | *This section allows the Principal to add other authorisations which are not required by law, but which the Principal wants the Supplier to have when performing the Services (e.g. ISO27001 quality assurance standards, certifications from an original equipment manufacturer that the Supplier is appropriately trained to maintain equipment).* |
| *The Supplier is to provide details of its authorisations.* | If not applicable then insert “Not applicable”. |
|  | **Security requirements**[See Guidance Note #7] | <<If the Customer does not require the Supplier to provide any security under the contract (e.g. bank guarantee, performance guarantee) then insert “Not applicable”. Otherwise, specify the security requirements under the Contract here |
|  |
| *Supplier to insert details of the security it will offer to guarantee performance of its obligations* |
|  |
|  | **Conflict of Interest** | *Supplier to insert in the box below, details of any actual, potential or perceived Conflict of Interest it is required to declare in accordance with the ‘Conflict of Interest’ clause in the Contract. If no actual, potential or perceived Conflict of Interest exists, insert ‘Nil’.* |
|  |
|  | **Background checks on Personnel** | *The standing offer arrangement conditions specify that, unless other specified in the Details, the Supplier must seek the consent of their Personnel to undergo criminal history and/or other checks before commencing work under the Contract or at the commencement of the SOA.**If the Principal does not require these checks, please specify this in the box below.* |
|  |

# Terms and conditions of the SOA and Contract

## Definitions and interpretation

The definitions and rules of interpretation applicable to the SOA and Contracts are [attached / contained in] the Definitions and Interpretation (*version 3.0 – published ???)* document available via [*www.forgov.qld.gov.au/general-goods-and-services-templates*](http://www.forgov.qld.gov.au/general-goods-and-services-templates).

## SOA Conditions

The SOA Conditions *(version 3.0 – published ??)* are attached / available via [*www.forgov.qld.gov.au/general-goods-and-services-templates*](http://www.forgov.qld.gov.au/general-goods-and-services-templates)

## Terms and Conditions which apply to the purchase of Goods/Services by the Customer (i.e. Contract) [See SOA Guidance Note #8]

<<Note to the Principal: Delete whichever does not apply below. The Principal must attach or insert a link to the Contract terms and conditions that applies to the purchase of goods/services by a Customer.>>

If using **Basic Purchasing Conditions** insert: The applicable terms and conditions for the supply of the Goods/Services to a Customer under this SOA (i.e. the Contract) are the Basic Purchasing Conditions *(version 3.0 – published ??)* attached /available via [*www.forgov.qld.gov.au/general-goods-and-services-templates*](http://www.forgov.qld.gov.au/general-goods-and-services-templates).

If using **General Contract Conditions or Comprehensive Contract Conditions** insert: The applicable terms and conditions for the supply of the Goods/Services to a Customer under this SOA (i.e. the Contract) are the General/Comprehensive Contract Conditions *(version 3.0 – published ??)* attached / available via [*www.forgov.qld.gov.au/general-goods-and-services-templates*](http://www.forgov.qld.gov.au/general-goods-and-services-templates)*.*

If using any other contract **terms and conditions** insert: The applicable terms and conditions for the supply of the Goods/Services to a Customer under this SOA (i.e. the Contract) are the [insert name of contract] [attached] or [available on the …. website ].

## Departures – Principal’s changes to the SOA Conditions or Contract [See SOA Guidance Note #9]

Changes made in sections 3.4 and 3.5 that are agreed between the parties will override any other section of this document.

The Supplier must not make any changes to this section 3.4. If the Supplier does not agree with any of the Principal’s changes, include those items as part of the Supplier’s response to section 3.5 below.

**Changes to the SOA (i.e. between the Principal and Supplier):**

<<Principal to insert any additional conditions it wants to include in the SOA (at the SOA level), or any amendments to the SOA Conditions (e.g. if the Principal requires a different position in the SOA regarding intellectual property rights). Special conditions may include extra terms required as a result of a response to an ITO.>>

**Changes to the Contract (i.e. between the Customer and Supplier):**

<<Principal to insert:

1. any additional conditions it wants to include in all Contracts established under the SOA

or

1. any amendments to the standard terms and conditions*. [See Guidance Note #8]*

If Basic Purchasing Conditions are used insert “Nil”, as no changes are recommended.>>

## Departures – Supplier’s changes to the SOA Conditions or Contract *[*See SOA Guidance Note #11]

Changes made in sections 3.4 and 3.5 that are agreed between the parties will override any other section of this document.

If the Supplier proposes any additional clauses or any changes to the SOA Conditions (for the SOA) or the Contract, including to any changes proposed by the Principal in section 3.4 above, the Supplier is to set them out using the table below. Repeat rows as required.

The Supplier may not make any Supplier changes for Contracts once the SOA is agreed (except via a formal contract variation agreed with the Principal).

**3.5.1 Changes to the SOA Conditions (i.e. between the Principal and Supplier) requested by the Supplier:**

| Clause No. | Reason for change requested | Change proposed |
| --- | --- | --- |
| *Insert clause number*  | *Supplier to explain the reason why a change is necessary.* | *Supplier to insert alternative position and proposed amendments to the clause.* |

**3.5.2 Changes to the Contract (i.e. between the Customer and Supplier), requested by the Supplier:**

*The Supplier is to insert:*

1. *any additional terms and conditions it wants to include in all Contracts established under the SOA, or*
2. *any amendments to the standard terms and conditions*. *[*See Guidance Note #8]

<<Not applicable if Basic Conditions are used.>>

| Clause No. | Reason for change requested | Change proposed |
| --- | --- | --- |
| *Insert clause number* | *Supplier to explain the reason why a change is necessary.* | *Supplier to insert alternative position and proposed amendments to the clause.* |

# Forming the SOA

## Acknowledgements and certifications

The Supplier:

1. makes the commitments in this SOA in consideration of the Principal making this SOA available to eligible Customers to enter into Contracts with the Supplier and for other good and valuable consideration (which the Supplier acknowledges).
2. agrees to provide the [Goods / Services / Deliverables] to Customers on the terms described in each Contract and in accordance with the SOA.
3. certifies that it has read, understands, and complies with all the requirements of the SOA.
4. acknowledges that only SOA and Contract changes which comply with sections 3.3 and 3.4 form part of the SOA or any Contract (as applicable).
5. warrants that it will comply with the Queensland Government’s *Supplier Code of Conduct* and *Modern Slavery Statement* and where applicable, the *Best Practice Principles* during the SOA Term.
6. represents that all the information provided by it and referenced in the SOA and/or is provided in connection with the associated Invitation Process (if any) is complete, accurate, up to date and not misleading in any way.
7. acknowledges that the Principal is relying on the information (including warranties and declarations) as referenced in (f) by entering into the SOA and Customer’s will rely on that information in entering into Contract/s.
8. acknowledges that the Principal and Customer may suffer damage if any of that information referred to in (f) is incomplete, inaccurate, out of date or misleading in any way and the Principal may terminate the SOA and the Customer may terminate its Contract if any of the information given by the Supplier as referenced in (f) is incomplete, inaccurate, out of date or misleading in any way.

## Agreement by Supplier

The Supplier will sign in this section. By signing, the Supplier is offering to enter the SOA and any subsequent Contracts on the terms set out in this document. If the Principal requests, the Supplier must provide evidence that the signatory is properly authorised to execute this document.

If the parties agree any changes to this document after the date of the Supplier’s signature (but before the Principal accepts the Supplier’s offer), the Supplier and Principal 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 SOA and any subsequent Contracts on the amended terms.

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

|  |  |  |
| --- | --- | --- |
| Date ………………………………………………….**EXECUTED** for and on behalf of:..............................................................................***Name of Supplier***by its authorised representative, in the presence of:………………………………………………………...***Signature of witness***………………………………………………………...***Name of witness*** (block letters)………………………………………………………..***Address of witness*** (block letters) | )))))))))))))))))))))))) | ……………………………………………………...***Signature of authorised representative***By 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*** |

 |

## Agreement by Principal

The Principal may accept the Supplier’s offer either by signing in this section, or separately confirming to the Supplier in writing that the Principal accepts the Supplier’s offer. [See SOA Guidance Note #12]

|  |  |  |
| --- | --- | --- |
| Date …………………………………………………..EXECUTED for and on behalf of:………………………………………………………….***Name of Principal***by its authorised representative, in the presence of:………………………………………………………….***Signature of witness***………………………………………………………….***Name of witness*** (block letters)………………………………………………………….***Address of witness*** (block letters) | ))))))))))))))))))))))) | ……………………………………………………….***Signature of authorised representative***By 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 – Requirements

The Supplier must provide the Deliverables specified below to Customers, in accordance with the Requirements described in this Schedule.

**[Principal can delete any of the sections below if they are not applicable]**

**Description of Goods** [See SOA Guidance Note #13]

<<Principal to insert details/description of Goods that will be supplied under the SOA.

Clearly describe the Goods that may be purchased, including any applicable specifications, standards, acceptance criteria or other requirements (including requirements for documents the Supplier must provide) to ensure that the Supplier has a legally binding obligation to meet those requirements. This section may be a combination of content from the Principal (e.g. describing the requirements), and the Supplier (e.g. describing the Goods that will be supplied).>>

*The Supplier is to consider the description of the Goods and applicable Requirements set out by the Principal, confirm that these details are accurate (or mark-up suggested changes), and include any other relevant information.*

**Description of Services** [See SOA Guidance Note #14]

The Customer and Supplier may agree additional Requirements for Services in the Contract.

<<Principal to insert details of the Services to be supplied under the SOA. For example, a SOA for professional services will contain a general description of the professional services, and each Customer will specify their particular requirements for the services in their Order. Include as much detail as possible to clearly describe the Services that may be purchased, including any applicable specifications, performance standards, acceptance criteria or other requirements (including requirements for documents the Supplier must provide) to ensure that the Supplier has a legally binding obligation to meet those requirements. This section may be a combination of content from the Principal (e.g. describing the requirements), and the Supplier (e.g. describing the actual services that will be performed).>>

*The Supplier is to consider the description of the Services and applicable Requirements set out by the Principal, confirm that these details are accurate (or mark-up suggested changes), and include any other relevant information.*

**Transition Out Services [delete if not applicable]** [See Guidance Note #15]

<<The Principal is to specify the scope of the transition-out services, if the Supplier is to provide them. If you do not know this scope at the time of entering into the SOA, then describe how and when the parties will determine the detailed scope of transition-out services and seek legal advice for assistance on drafting this clause if necessary.>>

**Other Requirements**

<<Insert if there are other Requirements, including requirements for Documents. If there are no other Requirements, either delete this section or insert “Not applicable.”>>

# Schedule 2 – Price and Payment terms

<<If the Principal 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 Principal should amend this section to set out any other Pricing requirements not already addressed.>> [See SOA Guidance Note #16]

*If the Principal 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, Suppliers may complete this section in any appropriate format, but Suppliers must address all items.*

The Customer and Supplier may not amend this section in a Contract but may agree additional Pricing details in a particular Contract.

**2.1 Price**

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

*The Supplier must provide details of what expenses are chargeable to the Customer (not included in the Price), and the basis on which they will be charged.*

**2.2 Price reviews**

*If the Supplier proposes that the Prices will be changed during the SOA term or Contract term, the Supplier must clearly set out the times that the review will occur and the Price review mechanism.*

**2.3 Payment plan/milestones**

*The Supplier is to describe when Customers will be invoiced for Deliverables provided to Customers.*

**2.4 Payment methods**

*The Supplier is to describe how the Customer can make payment (including whether corporate credit card is accepted).*

**2.5 Discounts or rebates**

*The Supplier is to set out details of any applicable discounts (e.g. trade discounts, early payment discounts, volume discounts) or rebates.*

**2.6 Other pricing information**

*The Supplier must set out any other matters which may affect the Prices. The Prices will not be changed in response to any event which is not described here.*

# Schedule 3 – Performance measurement

This Schedule describes how the Supplier’s performance will be measured under the SOA, including:

* Key Performance Indicators (KPIs), minimum service level requirements, acceptance criteria or other performance measures proposed by the Principal
* Details of how KPIs will be measured (e.g. identify reports)
* Consequences if performance is unsatisfactory.

*The Supplier must respond to the performance measures proposed by the Principal in this Schedule. The Supplier can also suggest additional or alternative performance measures.*

<<Principal to insert details of performance measurement requirements. Example table provided below:>> [See SOA Guidance Note #17]

**Key Performance Indicators / Service Levels**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Measure** | **Purpose** | **Performance Target** | **Measurement Calculation** | **Frequency of Measurement** | **Responsibility** | **Minimum score** | **Consequence of Failure** |
| Measurement Number | Measure Description | Why being measured | What is being measured – this must be objective and quantifiable | How will it be measured (e.g. monthly reports) | Weekly/ Monthly/ Quarterly/ Half yearly/ Yearly | Who will measure compliance?Where will the data come from to measure compliance? | Minimum acceptable score | What happens if minimum acceptable score is not met? (e.g. credit rebate, discount, other consequence) |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

# Schedule 4 – SOA governance

This Schedule sets out governance arrangements at the SOA level.

The Customer and Supplier may not amend this section in a Contract but may agree additional governance requirements for a particular Contract.

**4.1 SOA reporting requirements**

The Supplier must provide the following reports:

<<Principal to insert details of any reports the Supplier must provide to the Principal relating to the SOA, including what must be included in the report, format requirements, frequency, due dates>>

If no reporting is required under the SOA then insert “There is no reporting to be provided under the SOA. Reporting for each Contract to be agreed between the Customer and Supplier in the Contract.”>>

**4.2 SOA meeting requirements**

The Supplier must attend the following meetings:

<< If the Supplier is required to attend formal or informal review meetings with the Principal (e.g. to review performance), insert details including how frequently, the location of the meetings, who must attend and (if known) minimum agenda items>>

**4.3 Escalation of SOA issues**

<<Principal to insert details of escalation process to manage any issues that arise (insert a diagram if useful)>>

**4.4 Supplier Code of Conduct**

|  |  |
| --- | --- |
| Has the Supplier undertaken a self-assessment of its compliance with the Queensland Government’s Supplier Code of Conduct  | [ ]  YES[ ]  NO |
| As a result of the self-assessment were any areas of non-compliance identified? | [ ]  YES *(please provide information below)*[ ]  NO |
| *Supplier to insert their response in the box below* |
| Specify the areas of non-compliance identified |  |
| Provide details of how this non-compliance has been rectified. |  |

**4.5 Other SOA governance or quality assurance requirements**

<<If the Supplier is required to do anything else to ensure compliance with the SOA (e.g. self-audits, quality assurance reviews etc.), insert details here. Otherwise delete if not applicable>>

# Schedule 5 – Placing SOA Orders

<<Delete the parts of this Schedule 5 which are not applicable. It is recommended that the first two paragraphs below remain in Schedule 5, and then either the process for placing orders is described and/or an example template etc. for placing a SOA Order is included.>>[See SOA Guidance Note #18]

**Place in green box - instructions**

A Contract is created when the Supplier and Customer agree the commercial details relevant to the Contract by placing a SOA Order, in accordance with this Schedule 5. This Schedule describes the process for Customers placing a SOA Order, and may contain an example of an SOA Order that the Supplier and Customer might use. The SOA Order is part of the Contract.

<<Principal and Supplier to determine the final version of the SOA Order form which is to apply for the particular SOA. There may be terms which have been pre-determined at the SOA level which are to apply to all Contracts established under the SOA (e.g. if the Principal and Supplier have determined the liability cap which is to apply to all Contracts or whether the Supplier or Customer owns the new Intellectual Property Rights developed under the Contracts).>>

|  |  |
| --- | --- |
| **Topic** | **Details** |
| **SOA Number** | QGP<<insert>> - <<insert>> |
| **Customer**[See Guidance Note #1] | Name: | <<insert>> |
| ABN / ACN: | <<insert>> |
| **Customer’s contact details**[See Guidance Note #2] | Contact person: | <<insert>> |
| Position: | <<insert>> |
| Street address: | <<insert>> |
| Postal address: | <<insert>> |
| Email: | <<insert>> |
| *All notices and other communication relating to the Contract are to be sent to the Customer at the details set out in this item, or any updated details that the Customer provides to the Supplier in writing.* |
| **Supplier’s** (legal) **name***The Supplier must complete these details.* | Name: |  |
| ABN / ACN: |  |
| **Supplier contact person and details***The Supplier must complete these details.* | Contact person: |  |
| Position: |  |
| Street address: |  |
| Postal address: |  |
| Email:  |  |
| *All notices and other communication relating to the Contract are to be sent to the Supplier at the details set out in this item, or any updated details that the Supplier provides to the Supplier in writing.* |

|  |  |  |
| --- | --- | --- |
| **Subcontractor(s)***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 under the Contract* | Legal Name: |  |
| ABN / ACN: |  |
| Street address: |  |
| Postal address: |  |
| Obligations: |  |
| **Contract Term** | This is the period of the individual Contract, when the Supplier must provide the Goods and/or Services: |
| Start date: | <<insert>> |
| End date: | <<insert>> |
| Extension: | <<insert (e.g. 2 x 1 year)>> to be exercised at the entire discretion of the Customer |
| **Customer Requirements***[Customer to insert details of their order / requirements for the Goods and/or Services. The Customer may prefer to attach a separate scope of work if necessary (e.g. if there are a number of deliverables required or detailed instructions are required)]* | <<insert>> |
| **Customer Inputs***[If the Customer agrees to provide any Customer Inputs include those details here, e.g. special equipment specific to that particular Customer, extra premises access requirements specific to that Customer.]* | <<insert>> |
| **Cap on liability***[Under cl 13(3) of the SOA Conditions, the Principal can specify the liability cap which applies to all Contracts under the SOA. However, a Customer is able to specify that a higher liability cap is to apply to the particular Contract. If a higher liability cap will apply, it must be specified in the SOA Order*.  [See Guidance Note #4] | The cap on liability (in the aggregate) is the greater of: |
| (a) | $<<X>> million; or  |
| (b) | <<3>> times the total of all Prices payable under the Contract, |
| or as limited by law or binding scheme (if specified in the SOA Details). |
| **New Intellectual Property Rights****Ownership** | *If no party is specified, the Customer owns new Intellectual Property Rights.* |
| The Party which will own the new Intellectual Property Rights created or developed in performing the Contract is:  | <<insert ‘Customer or Supplier”>>. |
| **If Customer owns – any licence to Supplier** | If the Customer owns the new Intellectual Property Rights, specify whether the Customer:*Select one of the following:* | [ ]  grants to the Supplier an irrevocable, unconditional (subject to this clause), perpetual, royalty-free, non-exclusive, worldwide, transferable and sub licensable licence to exercise all such newly developed Intellectual Property Rights, for any purpose, including commercial purposes, subject to the Supplier removing any of the Customer’s Confidential Information, Customer Data and Personal Information incorporated or otherwise contained in the material incorporating the new Intellectual Property Rights prior to exercising its rights. |
| [ ]  grants to the Supplier some other licence in relation to the new Intellectual Property Rights <<specify licence>> |
| [ ]  grants no licence to the Supplier. |
| ***NOTE:*** *If nothing is selected, no licence is granted to the Supplier.* |
| **Key Personnel** **(Services only)***The concept of Key Personnel is not appropriate where the Customer is only concerned that the Supplier meet the Requirements, and does not require specific individuals to do this. In many Contracts for Services there will not be any Key Personnel. However if the Customer requires any specific individuals to be involved in delivery of the Services, then identify them here as “Key Personnel”]:* *(Delete if not applicable)* | Name: | <<insert>> |
| Position Title: | <<insert>> |
| Phone: | <<insert>> |
| Email: | <<insert>> |
| Role / key obligations: | <<insert>> |
| Committed level: | <<insert>> |
| Name: | <<insert>> |
| Position Title: | <<insert>> |
| Phone: | <<insert>> |
| Email: | <<insert>> |
| Role/key obligations | <<insert>> |
| Committed level: | <<insert>> |
| **Time for performance** **(Services only)** *(Delete if not applicable)* | Service period: | <<insert>> |
| Time (for performance of Services – if applicable) | <<insert>> |
| The Supplier will perform the Services during the period set out in this item. |

|  |  |
| --- | --- |
| **Delivery requirements** **(Goods only)***(Delete if not applicable)* | The Supplier will deliver the Goods by the date and time set out in this item. If set out in this item, the Supplier will ensure that the delivery is made during the hours specified in this item. The Supplier must comply with the other delivery requirements specified in this item. |
|  | Due date (and time) for delivery: | <<insert>> |
|  | Times / days when delivery can be made (if applicable): | <<insert>> |
|  | Other delivery requirements (e.g. installation, unpacking): | <<insert>> |
| **Site details***(Delete where not applicable)* | **Goods** Site address for delivery of the Goods  | <<insert>> |
|  | **Services**: Location(s) for performing the Services: | <<insert>> |
| **Price***[The Customer should calculate the total Contract Price (including reimbursable expenses) using the pricing in the SOA For example, calculate unit price x quantity.**Or if the Supplier provides a quote/estimate for a Customer using the rates specified in the SOA Details, then insert here the price agreed with the Supplier. For example, where a Supplier provides a fixed fee quote based on hourly rate calculations.]* | The total Price payable under the Contract must be calculated in accordance with the pricing in the SOA Details. |
| <<insert>> |
| **Payment milestones:***The Supplier is to set out the timetable for payments (either frequency or linked to milestones), the amount of each payment and the Deliverables that the payments relate to.* | The Supplier may invoice the Customer at the frequency, or after successful achievement of the milestones, as follows: |
|  |
| **Contract governance requirements***[Specify here any specific governance requirements that the Customer has of the Supplier (e.g. providing additional reports to the Customer, attending meetings with the Customer, escalation process for issues relating to the Contract with the Customer, or any other requirements for ‘relationship management’. Customers should not duplicate governance which is being provided at the SOA level.]****(Delete if not applicable)*** | <<insert>> |
| **Authorisations** [See Guidance Note #6] | *This section allows the Customer to add other authorisations which are not required by law, but which the Customer wants the Supplier to have when performing the Services (e.g. ISO27001 quality assurance standards, certifications from an original equipment manufacturer that the Supplier is appropriately trained to maintain equipment).* |
| *The Supplier is to provide details of its authorisations.**If not applicable then insert “Not applicable”.* |  |
| **Security**[*The SOA may require the Supplier to hold security (e.g. bank guarantee, performance guarantee) for the benefit of the Principal and all Customers under Contracts established under the SOA.**However, the Customer may require the Supplier to hold additional security specific to the Contract.**If the Customer does not require the Supplier to provide any additional security under the Contract then insert “Not applicable”. Otherwise, specify the security requirements under the Contract here]* | *Supplier to insert details of the security it will offer to guarantee performance of its obligations:* |
|  |
| **Conflict of Interest***The Supplier is to insert details of any actual, potential or perceived Conflict of Interest it is required to declare in accordance with the ‘Conflict of Interest’ clause in the Contract. If no actual, potential or perceived Conflict of Interest exists, insert ‘Nil’.* | Does the Contractor have any actual, potential or perceived Conflict of Interest associated with this Contract? | [ ]  YES[ ]  NO |
| *If yes, please provide further information in the box below:* |
|  |
| **Background checks on Personnel***If the Customer does* ***not*** *require these checks, this will need to be specified.* | The general and comprehensive contract conditions specify that, unless other specified in the Details, the Supplier must seek the consent of the Personnel to undergo criminal history and/or other checks before commencing work under the Contract. |
|  |