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| Agreement for the provision of Services (One-off purchase and Multiple purchase) | | | |
| Relevant clause  (one-off purchase) | Relevant clause (multiple purchase) | Amendment/inclusion | Reason for amendment/inclusion |
| Interpreting this Agreement | | | |
| Organisation’s title | Organisation’s title | Removal of ‘The State of Victoria through’ the Organisation. | Not all Organisations using the template Agreements will be legally considered to be part of the State (the Crown) and therefore will not be entering into the Agreement for and on behalf of the State of Victoria. |
| 1.1 | 1.1 | New definition of the Australian Dispute Centre (ADC). | The Australia Dispute Centre was previously the Australian Commercial Dispute Centre (ACDC). The amendment is a necessary update. |
| 1.1 | 1.1 | New definition of Commissioners. | The definition of Commission has been updated to reflect the introduction of the Office of the Victorian Information Commissioner (OVIC).  The *Freedom of Information Amendment (Office of the Victorian Information Commissioner) Act 2017* amended the *Freedom of Information Act 1982* (Vic) to establish OVIC (Part IA) which commenced operations on 1 September 2017. OVIC is responsible for freedom of information and privacy and data protection. OVIC consists of the Information Commissioner, Public Access Deputy Commissioner and Privacy and Data protection Deputy Commissioner (Commissioners). |
| 1.1 | 1.1 | Included a definition of Milestone and Milestone Date. | The parties may wish to build in Milestones and Milestone Dates for a Milestone for the provision of Services and/or the delivery of Deliverables. |
| 1.1 | 1.1 | Definition of Victorian Public Entity amended. | The previous definition of Victorian Public Entity included entities which "receives any funding from any of the entities" was too broad. It was amended to refer to entities which receive "the majority" of their funding from State entities (i.e. more than 50%). |
| 1.2(f) and (g) | 1.2(f) and (g) | New clauses included to provide for joint and several liability. | New provision acknowledging the supplier might comprise multiple entities. |
| Requesting the Services | | | |
| N/A | 3 | New clause included creating a regime for requesting Services and the formation of Purchase Order Contracts. | It is essential that the parties understand the process providing/procuring Services under this Agreement, the formation of a Purchase Order Contract and their respective rights and obligations throughout the process.  It is also critical that the parties understand that a Purchase Order Contract incorporates the relevant provisions of the Agreement and cannot seek to amend, vary or otherwise change the Agreement. Where there is an inconsistency between a Purchase Order Contract and the Agreement, the provisions of the Agreement will prevail to the extent of the inconsistency. |
| Providing the Services | | | |
| N/A | 4.1 | New clause outlining when Services start and end under a Purchase Order Contract. | As the Agreement is a standing offer, this clause clarifies when a Supplier must start providing Services under a Purchase Order Contract (being the Start Date) until the completion of the Services (whether this occurs on or before the Completion Date) or termination of the Purchase Order Contract (whichever occurs first). |
| 2.2(a)(ii) and (iii) | 4.2(a)(ii) and (iii) | Amended so that the Supplier must provide the Services in accordance with any reasonable directions given by the Organisation and the Service Level Requirements. | It is reasonable for the Supplier to comply with the Service Level Requirements and the Organisation’s directions when supplying the Service. |
| 2.3 | 4.3 | Acceptance procedure included. | The acceptance clause provides that the Organisation will review the Services and Deliverable(s) (the outputs of the Services) to ensure they meet the Organisation’s requirements (ie are fit for purpose and comply with the Agreement, including the Service Level Requirements). The Organisation should notify the Supplier of its acceptance or rejection within a reasonable period.  If the Services or Deliverable(s) do not meet the Organisation’s requirements, the Supplier must rectify the non-compliance. If the Services or Deliverable(s) still do not meet the Organisation’s requirements, the Organisation may:   1. waive its requirements (by written notice to the Supplier); 2. conditionally accept the Services or Deliverable(s), on the condition that the Supplier rectifies the non-compliance within a specified time; or 3. terminate the Agreement if the Services or Deliverable(s) fail to pass acceptance testing on the second occasion.   If an Organisation fails to respond within a reasonable time, the Supplier may notify the Organisation and the Organisation must promptly advise whether it accepts or rejects the Deliverable. |
| 2.4 | 4.4 | A new clause included which requires the Supplier to provide any and all equipment necessary for the performance of the Services. | It is reasonable for the Supplier, rather than the Organisation, to provide the necessary equipment for the provision of the Services. |
| 2.5 | 4.5 | Variation procedure expanded (included for multiple purchase) to include changes to the Service Level Requirements. | This clause has been updated on the understanding that there may be changes to the Services or the Service Level Requirements during the Term of the Agreement. Both parties have the right to propose a variation to the Services or Service Level Requirements under this clause. If a proposal is put forward, the Supplier must set out the Rates and/or Fees that would apply to the variation, which the Organisation may accept in writing. In the absence of the Organisation’s acceptance, Services must be performed in accordance with the Agreement without any variation. |
| 2,6 | 4.6 | A new clause has been included which requires the Supplier to cooperate with third parties providing goods or services to the Organisation. | This clause mandates that the Supplier must provide all *reasonable* assistance and cooperation to third parties engaged by the Organisation to provide goods or services related to or necessary for the Services supplied by the Supplier under the Agreement. |
| 3.2(d) | 5.2(d) | A new clause has been inserted which requires the Supplier to comply with any lawful directions of the Organisation or its Personnel. | It is reasonable for the Supplier to comply with the Organisation’s directions when on the premises of the Organisation. |
| 4(a) | 6(a) | Amended to state that the Supplier may not remove or replace any Key Personnel without the Organisation's written consent. | This clause ensures the Organisation is made aware of changes to the Key Personnel performing the Services under the Agreement. This clause is limited in that the Organisation must not unreasonably withhold consent to changes to Key Personnel. |
| 4(d) | 6(d) | A new clause has been included which allows the Organisation to request that the Supplier withdraw any of its Personnel from providing any part of the Services. | This may be used, for example, to address security or performance concerns regarding an individual. No reasons need to be provided by the Organisation (as doing so may breach applicable confidentiality or security requirements). If the Organisation requests that a member of the Supplier Personnel is withdrawn the Supplier must:   1. promptly arrange for that person to cease being involved in providing the Services; 2. ensure that the person does not return to the Organisation's premises except with the Organisation's prior written consent, which may be withheld in its absolute discretion; and 3. replace that person with another person of suitable ability and qualifications, at no additional charge to the Organisation, within the time period specified by the Organisation, which must be reasonable in the circumstances. |
| 5 | 7 | Specifications included. | Specifications are the specifications which the Services must comply with, including any relevant performance requirements, technical constraints and quality standards. The Specifications must be set out in Schedule 5.  The Supplier must comply with the Specifications at all times. If the Organisation seeks to vary the Specifications during the Term and the Supplier reasonably considers that the variation will increase the costs of providing the Services or will affect the Completion Date or any Milestone Date, the Supplier must provide a written proposal. If the Organisation does not accept the proposal, the Services must be provided in accordance with the Agreement without any variation. |
| 6.1 | 8.1 | Delay clause expanded for one-off purchase and included for multiple purchase. | Following notification of any actual or possible delay in the provision of Services or delivery of a Deliverable, including any failure to complete the Services by the Completion Date or a Milestone by the relevant Milestone Date, the Organisation may (in its absolute discretion) extend the Milestone Date or Completion Date. |
| 6.3 | 8.3 | A new clause has been provided which requires the Supplier to pay liquidated damages to the Organisation if it fails to provide the relevant Services on time. | If the parties agree that liquidated damages are applicable in Item 2 of Schedule 1 (for both Agreements), the Organisation may recover an amount of money per day from the Supplier if the Supplier fails to provide the relevant Services or Deliverables, or the Organisation does not accept the relevant Services or Deliverables, within the agreed timelines. The amount must be referable to the loss suffered by the Organisation as a result of the delay. |
| Pricing and payments | | | |
| 7(b) and (c) | 9(b) and (c) | The requirements relating to payment of expenses have been updated. | Schedule 2 includes a 'tick box' for the Organisation to specify whether expenses/disbursements are recoverable by the Supplier. If it is checked, the Supplier must obtain approval from the Organisation in writing of any such expenses or disbursements before they are incurred.  Note: if the Supplier’s Offer forms part of the Agreement (listed in Item 20 of Schedule 1) and states that expenses are payable, additional approval is not required. |
| 7(d) | 9(d) | The clauses relating to the Price Schedule and the price review mechanism (previously clause 7 in one-off purchase and clause 9 in multiple purchase) have been combined. | Further details have been added regarding the price review mechanism, details of which must be populated in Schedule 2. |
| 8.3 | 10.3 | The GST clause has been amended to be reciprocal. | Previously, the GST clause only allowed the Supplier to charge GST to the Organisation.  The clause has been updated so that it operates on a reciprocal basis and also allows the Organisation to charge GST to the Supplier, if applicable. Reciprocal clauses are standard and it is not uncommon for parties to commercial agreements to make taxable supplies to each other. |
| 8.5 | 10.5 | Additional GST provisions relating to "adjustment events" have been included. | Adjustment events are events that change the GST position of the parties.  For example, if a Supplier delivers goods or services that are defective for $1,100 (including $100 GST), and a refund of $200 becomes due and payable, the refund will be an "adjustment event". In this scenario, the Organisation should also receive a refund of $20 for the GST previously paid. |
| 8.6 | 10.6 | A new clause has been included regarding the impact of any increase in GST on standard price indices. | As the Agreement contains an option for the parties to agree a price review mechanism, the language in this clause seeks to ensure that, if the rate of GST increases, such increase will be discounted for the purpose of applying the agreed price index.  For example, if the parties agree to review the Rates and/or Fees by reference to CPI, an increase in GST may lead to a disproportionate increase in the CPI, which will inflate the cost of the Services for the State. |
| 8.7 | 10.7 | A new clause has been included which states that the Supplier is responsible for payment of all other taxes and duties (except as specified elsewhere in the Agreement). | This includes any new taxes introduced during the Term of the Agreement. |
| 10.1(a) | 12.1(a) | Payment is linked to acceptance. | The Supplier must invoice the Organisation following the Organisation's acceptance of the relevant Services or Deliverables. This is subject to any alternative invoicing arrangement identified in Item 5 of Schedule 2. |
| 10.2(c) | 12.2(c) | If requested, the Supplier will withdraw the disputed invoice and issue a replacement invoice for the undisputed amount. | Allows the Organisation to pay any undisputed amount owing under the invoice and prevents non-payment. |
| Governance and relationship management | | | |
| 11.4(c) and (d) | 13.4(c) and (d) | Consequences of failure to meet Service Level Requirements included. | Where the Supplier fails to meet any of the Service Level Requirements, the Supplier must, at no additional cost to the Organisation, promptly:   1. notify the Organisation of the failure in writing; and 2. arrange all additional resources reasonably necessary to perform the Services in accordance with the Service Level Requirements as soon as reasonably practicable.   Service credits/abatements may apply for a failure to meet a Service Level Requirement, if specified in Schedule 3. |
| 13.1 | 15.1 | Amended to require the Supplier to comply with the State's policies and procedures in performing its obligations under the Agreement. | Ensures that the Supplier will comply with any of the State's policies and procedures, not just applicable Laws. |
| 13.3 | 15.3 | New obligations regarding the Supplier Code of Conduct have been updated. | A substantive obligation for suppliers to comply with the Code has not been included. The clause requires the Supplier to acknowledge that:   1. the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers; 2. it has read the Supplier Code of Conduct; and 3. the expectations set out in the Code are not intended to reduce, alter or supersede any other obligations which may be imposed on the Supplier, whether under the Agreement or Law. |
| 13.5 | 15.5 | Updated Victorian Industry Participation Policy (VIPP) terms and conditions if they are set out in Schedule. | To address changes in VIPP. |
| 13.6 | 15.6 | A new clause has been included prohibiting the Supplier from giving unlawful inducements. | The Supplier agrees not to, and to ensure that its Personnel will not, promise to pay, agree to pay, give, accept or solicit anything of value (including to or from any third party) in order to secure any reward or improper benefit other than payment for the performance of their obligations under the Agreement.  This clause gives the Organisation the right to terminate the Agreement immediately on notice to the Supplier if the Supplier or any of its Personnel are found to have engaged in such conduct. |
| 14(b) | 16(b) | New requirement - if a conflict of interest occurs, the Supplier must comply with any reasonable directions given by the Organisation in terms of dealing with that conflict. | It is reasonable for the Supplier to follow the State's directions where a conflict of interest occurs. |
| 17.1 and 17.2 | 19.1 and 19.2 | Amended to include additional delivery methods, including email delivery. | Updated to include additional options for next day delivery services and document exchange (DX).  Email delivery is acceptable only if an email address is included in Item 19 of Schedule 1 (one-off purchase) or Item 19 of Schedule 1 (multiple purchase). The Guidance Notes explain that delivery is only taken to have occurred when a read-receipt (or similar confirmation) is sent to the sender, which may not always occur, and therefore critical communications should also be delivered by alternative methods in addition to email. |
| Information and intellectual property | | | |
| 18.2 | 20.2 | The Organisation's audit rights have been expanded. | The Organisation:   1. may verify the Supplier's compliance with its obligations under the Agreement generally (not just calculation of the Rates and/or Fees); and 2. is not required to give notice if it is not practicable or appropriate to do so. In some circumstances (for example, suspected fraud), notice may not be appropriate. Otherwise the Organisation must give reasonable notice.   There is also an obligation for the Supplier to co-operate with the Organisation or its auditor regarding the conduct of audits.  If the outcome of an audit does not require any corrective action, each party must bear its own costs associated with any audits. However, under the amended clause, if the audit identifies non-compliance by the Supplier, the Supplier will pay the Organisation's costs in respect of the audit. |
| 19.1 - 19.4 | 21.1 - 21.4 | The Intellectual Property rights clauses have been updated to include a number of alternative positions, including:   1. whether the Organisation or the Supplier owns the developed Intellectual Property; 2. whether the Organisation or the Supplier owns the Supplier's pre-existing Intellectual Property; and 3. whether any licence granted to the Organisation is perpetual, or for a specified duration (e.g. the length of the contract term). | Options as to ownership may be selected in the Contract Variables in Schedule 1.  The starting position is that the Supplier will own any developed Intellectual Property it creates under the Agreement. This is consistent with the current Victorian Government Intellectual Property Guidelines. The Supplier will grant to the Organisation a licence to exercise Intellectual Property rights in Contract Materials owned by the Supplier and any of the Supplier's Pre-Existing Intellectual Property. This licence now includes a right to sub-licence. Additional licence terms may be added in Item 13 of Schedule 1 (for both Agreements).  There is an option for the Organisation to seek ownership of any of the Supplier's pre-existing Intellectual Property incorporated into the Deliverables. This option will only be required in a minority of cases, for example, if a Supplier has been appointed to develop materials which are to be branded as being policies of the State or otherwise need to be owned by the State, such as an internal risk framework document. Pre-Existing Intellectual Property includes any third party owned Intellectual Property which the Supplier elects to incorporate into the Contract Materials or Deliverables or otherwise supply. |
| 19.5 | 21.5 | The position regarding moral rights has been updated. | A general warranty has been included which requires the Supplier to ensure that no infringement of moral rights will occur.  The requirement to obtain written waivers or moral rights by personnel is inconsistent with the approach taken by some suppliers, and may lead to non-compliance by supplier if it is included as a mandatory term. However, waivers may be required in some circumstances (including where the State wishes to be identified as the author of a particular work). Here, the Supplier must procure that appropriate waivers and consents are granted if expressly stated in the Invitation. |
| 19.6 | 21.6 | Additional obligation on the Supplier to do all things reasonably requested by the Organisation to give full effect to clause 19.6 (one-off purchase) or clause 21 (multiple purchase) has been included. | This includes entering into further agreements to assign the rights referred to in clauses 19.1 and 19.2 (one-off purchase) or clauses 21.1 and 21.3 (multiple purchase) and imposes additional obligations on the Supplier. |
| 20 | 22 | More comprehensive Data provision. | This includes provisions regarding use and disclosure of Data. |
| 21.1(c) | 23.1(c) | New provision regarding public announcements. | The Supplier must not make a public announcement in relation to the Agreement without the prior written consent of the Organisation. |
| 21.1(d) | 23.1(d) | New clause included to provide an obligation for Supplier's Personnel to execute confidentiality undertakings on request by the Organisation. | This clause is limited to the Supplier's Personnel who are involved in providing the Services and who may have access to the Organisation's Confidential Information. This limitation makes the clause less onerous for Suppliers. |
| 21.2 and 21.4 | 23.2 and 23.4 | New provision regarding exceptions to the Supplier’s obligations of confidentiality and permitted disclosure. | More comprehensive regime around the disclosure of Confidential Information required to ensure that the Organisation’s Confidential Information is kept confidential, to the extent reasonably possible. |
| 21.5 | 23.5 | The circumstances in which the Organisation may disclose information relating to the Supplier have been updated. | Updated to include a more comprehensive list of scenarios where the Organisation may be required to disclose a Supplier’s information.  This amendment ensures all situations in which the Organisation may need to disclose a Supplier’s information are addressed. |
| 21.6 | 23.6 | Included provisions governing the return of the Organisation’s Confidential Information. | This ensures that, upon request/termination/expiry of the Agreement, the Organisation’s Confidential Information is dealt with in a manner which will not compromise its confidentiality. If personal information is not returned or destroyed, an Organisation may breach the Information Privacy Principles in the PDP Act. |
| 21.7 | 23.7 | The Supplier's privacy obligations have been expanded.  A reference to the Health Privacy Principles has been included. | The Supplier must agree to comply with privacy related directions provided by the Organisation or an applicable regulator, as well as co-operate with the Organisation regarding breach of an applicable privacy obligation.  A number of specific obligations and restrictions have been placed on the Supplier regarding its use of Personal Information disclosed to it by the Supplier. This addresses specific issues which are necessary to ensure compliance by the Organisation with the Information Privacy Principles and the Health Privacy Principles.  Additional warranties should be sought where a third party collects personal information on behalf of the State have not been included. The Guidance Notes provide further information about what may be required in these circumstances. |
| 21.8 | 23.8 | The requirements regarding the Protective Data Security Standards have been included. | The Supplier will not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to a contravention of a Protective Data Security Standard by the Organisation. This provides a safeguard for the Organisation. |
| Liability | | | |
| 22(a) and (b) | 24(a) and (b) | The indemnities have been updated to address specific issues that are within the Supplier's control. | The previous indemnities were extremely broad and may not have been accepted by some suppliers (particularly if the result was to leave the supplier uninsured for those events under the terms of its insurance policies). The previous indemnities may have also constituted unfair contract terms under the *Australian Consumer Law and Fair Trading Act* 2012 (Vic).  The Agreement has been updated to refer to specific types of loss which ought to be at the Supplier's risk.  The Supplier's liability under the indemnity is reduced to the extent that the relevant loss is caused by negligence or other wrongful act or omission of the indemnified parties (i.e. the Organisation and its Personnel). |
| 22(e) and (f) | 24(e) and (f) | A short form clause has been included which allows the Supplier to conduct Intellectual Property rights (IPR) claims on behalf of the Organisation, subject to compliance with all applicable Government policies (including the model litigant guidelines) and the Organisation's directions. | The new provisions allow Organisations to have the choice to allow the Supplier to conduct IPR claims on its behalf. The Organisation retains control as it may take back control of the claim at any time and the Supplier may not settle the claim without the Organisation's consent.  An IPR claim involves a claim that receipt of the Services or use of the Deliverables violates the Intellectual Property Rights, Moral Rights or any other rights of a third party. |
| Representations and warranties | | | |
| 23 | 25 | Updated warranties. | The warranties are more comprehensive, providing increased safeguards for the Organisation. |
| 23(m) | 25(m) | New warranties where the Supplier is entering the Agreement on behalf of a trust | Where the Supplier is entering the Agreement on behalf of a Trust (as specified in Item 15 of Schedule 1), these warranties will apply. |
| 24(c) | 26(c) | Amended so that the obligation on the Supplier to provide the Organisation with evidence of the currency of replacement insurance only applies on request by an Organisation. | This amendment makes the term less onerous for Suppliers. Many insurance policies contain a provision which states that the terms of the policy may not be disclosed. |
| 24(d) | 26(d) | Amended so that it only applies if it is selected as an option in Item 16 of Schedule 1 (one-off purchase) or Item 16 of Schedule 1 (multiple purchase) that the insurance must be taken out with an insurer acceptable to the Organisation and on terms acceptable to the Organisation. | This amendment makes the clause less onerous for Suppliers. |
| Term and Termination | | | |
| 26 | 28 | A new clause has been included setting out the duration of the Agreement and allowing for an extension of the Term. | This allows the Organisation to extend the Term for pre-agreed periods (e.g. 3 years + 1 + 1). Previously, the Term could only be extended following a delay. |
| 27.1 | 29.1 | The clauses regarding the Organisation's rights to terminate for cause have been updated. | The clauses relating to termination for breach have been updated to remove any reference to correcting breaches to the "satisfaction of the Organisation", so than an objective standard applies regarding whether a breach can be remedied.  The termination right regarding "damage to reputation" has been narrowed as follows: *if the Supplier commits any act or does anything that may be prejudicial or otherwise detrimental to the reputation of the State*.  The right to terminate if the Supplier is guilty of fraud, dishonesty or any other serious misconduct has been narrowed to apply to the Supplier's Personnel rather than any employees, agents or sub-contractors who may not have any role in the provision of the Services.  The right to terminate for change in control has been deleted, as this is dealt with in clause 15 (one-off purchase) and clause 17 (multiple purchase). |
| 27.2 | 29.2 | The Organisation will pay early termination costs to the Supplier if it terminates the Agreement without cause, to be calculated using the formulation set out in the clause. | Termination will take effect upon receipt of the notice or such later date as specified in the notice.  This provision has been updated to state that early termination costs will be payable by the Organisation if it terminates for convenience. The Organisation must pay the unavoidable and substantiated costs incurred by the Supplier as a direct result of the termination, excluding any loss of profit, but including the cost of any Services provided up to the date of termination. This is to reduce the risk that the right to terminate for convenience is viewed as an unfair contract term under the *Australian Consumer Law and Fair Trading Act 2012* (Vic).  The Supplier must do everything possible to mitigate its losses arising from termination. |
| 27.3 | 29.3 | The Supplier may terminate the Agreement for non-payment by the Organisation only. | Additional notice requirements are specified in the clause, which the Supplier must comply with before it is able to terminate the Agreement.  Generally, the Organisation's primary obligation is to pay the fees when due. Other non-compliance by an Organisation should not prevent the Supplier from continuing to provide the Services, and the Supplier is able to pursue any remedies available to it at law or under the dispute resolution mechanism. |
| 27.4(b) | 29.4(b) | All of the Organisation's Data and Confidential Information must be returned or destroyed (at the Organisation's election) upon termination or expiry of the Agreement or any Purchase Order Contract (in the case of multiple purchase Agreement). | Materials must be returned to the Organisation in the format in which they were first provided by the Organisation and, in addition, if required by the Organisation, in a non-proprietary and open access file format.  If personal information is not returned or destroyed, an Organisation may breach the Information Privacy Principles in the PDP Act. |
| Other miscellaneous terms | | | |
| 28.11 | 30.11 | An order of precedence has been included. | An order of precedence was included as optional wording in Schedule 2. This has been inserted into the terms and conditions to ensure that it is included in each instance. This changes the position previously set out in Schedule 2, which stated that the Supplier's Offer took precedence over the State's Invitation to Supply.  Ideally, neither the Invitation or the Offer will be attached to, or incorporated by reference into, the Agreement. The preferred approach is for the Organisation to create a description of the Services based upon its requirements in the market approach documentation. The description of the Services in the market approach documentation should be updated to (a) remove any instructions to tenderers, (b) reflect any non-compliance raised by the preferred tenderer in its Offer and accepted by the Organisation and (c) include any additional Services offered by the preferred tenderer in its Offer.  Further information is provided in the Guidance Notes regarding how to draft an appropriate Services description.  If an Organisation does not wish to take this approach and will incorporate the Offer and Invitation, the Invitation should take precedence. Whilst the Offer is "later in time", the Offer may not respond to all aspects of the Organisation's requirements in the Invitation. If the Offer takes precedence over the Invitation, this creates a risk that the aspects of the Services which are not expressly described in the Offer are viewed as out of scope.  This approach also has the effect of overriding Supplier assumptions which are inconsistent with the Invitation. |
| 28.12 | 30.12 | New clause inserted to state that the Supplier is engaged as an independent contractor. | Ensures it is clear that the Supplier is not engaged as an employee of the Organisation. |
| Schedules | | | |
| Schedule 1 | Schedule 1 | Tick boxes included for optional items. | Allows the Organisation to specify when certain items apply. |
| Schedule 1 | Schedule 1 | Items have been included to reflect new clauses that have been inserted in the Agreement. | New concepts included in the Schedule. |
| Item 6, Schedule 1 | Item 6, Schedule 1 | Amended to remove payment by cheque as an option. | The Guidance Notes state that payment is to be by electronic methods wherever possible. |
| Item 4 , Schedule 2 | Item 4, Schedule 2 | New item for expenses and disbursements included. | Allows the Organisation to specify whether or not the Supplier may recover expenses and/or disbursements in relation to the Services. |
| Schedule 3 | Schedule 3 | Amended to provide an optional section for Service Credits. | Service Credits will be payable for failure by the Supplier to meet a Service Level Requirement. This section is optional as not all Organisations will wish to include Service Credits. |