**Attachment H**

**Victorian Government IT Infrastructure Register
Purchase Order**

This Purchase Order is executed under the Victorian Government IT Infrastructure Register Purchase Order Terms and Conditions, Version 3.0 (dated 20 September 2021)

**Part One - Required Information**

*[Note: The information in this Part One must be completed.]*

**Purchaser:**

|  |  |
| --- | --- |
| Name |  |
| ABN (if applicable) |  |
| Address |  |
| Notice Details  | address:facsimile:attention: |

**Supplier:**

|  |  |
| --- | --- |
| Name |  |
| ABN |  |
| Address |  |
| Notice Details | address:email:facsimile:attention: |

|  |  |
| --- | --- |
| Clause 1 - Commencement Date | [*specify date on which services will commence.*] |
| Clause 2 - Completion Date and Term | [*specify the “Completion Date” when Services will come to an end, and any additional periods by which the Purchaser may extend the term of the contract following the Completion Date.*] |
| Clause 4.2.3 - Goods and Services to be provided | [*specify the Infrastructure and other Goods to be provided from the Goods and Services Catalogue (including quantity) and the Services to be provided by deleting the appropriate option below.*]- Managed Services - yes/no- Maintenance and Support Services - yes/no- Professional Services - yes/no- Infrastructure Services - yes/no |
| Clause 6 - Purchaser's Requirements | As set out in Schedule 1 to this Purchase Order.[*specify all business, functional and technical requirements for the Goods and Services in Schedule 1 to this Purchase Order.*] |
| Clause 7.2 - Delivery Point and Time for Delivery | [*specify to location and time at which the Infrastructure and other Goods are to be delivered.]* |
| Clause 12.1 - Acceptance Testing | [*specify the Goods and Services which will be subject to acceptance testing.*] |
| Clause 17.2 - Key Personnel  | [*List the Supplier's Key Personnel and, if applicable, the specific period of time for which they will be required as Key Personnel.*] |
| Clause 23 - Fees and Invoicing | As set out in the Schedule 2 to this Purchase Order.[*complete Schedule 2 to this Purchase Order.*] |
| Clause 26.1 - Contract management | [*specify the type, content and frequency of reports required (in addition to the Service Level Reports required under clause 16.2.2), and the type, frequency and required attendees at contract management meetings in relation to the provision of the Goods and Services*.] |
| Clause 31.2 - Limitation of liability | [*specify cap on liability (if any), to apply to both the Purchaser and the Supplier under the Contract. This cap will apply in the aggregate for all liability incurred by that party in respect of the Contract (not per event).*] |

**Part Two - Additional Information**

*[Note: The information in this Part Two is optional.]*

|  |  |
| --- | --- |
| Clause 5 - Transition InIf applicable, date for submission of draft Transition In Plan (Schedule 4, clause 1.1) | [*specify if the Transition In requirements in Schedule 4 to the terms and conditions will apply. If left blank, the Supplier will not be required to provide a formal Transition In Plan.*][*specify*] |
| Clauses 6.3.5 and 18.1.3-18.1.4 - Applicable standards, procedures and policies, including security requirements | As set out in the Schedule 3 to this Purchase Order.[*complete Schedule 3 to this Purchase Order.*] |
| Clause 9 - Purchaser's responsibilities | [*specify the Purchaser's responsibilities in connection with the provision of the Goods and Services, including:**- the resources and facilities to be provided;**- site preparation requirements;**- access to the Purchaser's premises; and**- safety standards and policies with which the Supplier's personnel must comply while on the Purchaser's premises.* |
| Clause 9.8 - Implementation and environmental requirements | [*specify any implementation and environmental requirements for the Goods*] |
| Clause 11.3 - Liquidated DamagesIf applicable, value of Liquidated Damages (clause 11.4) | [*specify if Liquidated Damages will apply to either or both of the delivery of the Goods and Transition In. If left blank, the Supplier will not be required to pay Liquidated Damages following the failure to deliver by the Delivery Time or meet a Milestone Date.*][*specify*] |
| Clause 12.1 - Acceptance Testing | [*specify the acceptance testing, including any acceptance criteria or methodology (if applicable), that will be undertaken in respect of any or all of the Goods and Services.*] |
| Clause 12.2 - Partial Delivery | [*specify whether partial delivery of the Goods is acceptable or not acceptable*] |
| Clause 15 - Warranty Period | [*specify duration of Warranty Period for Goods, if not 90 days, and/or if Warranty Period commences otherwise than upon acceptance of the Goods. If left blank, default provision of 90 days applies.*] |
| Clause 15.4 - Third Party Warranties | [*specify if clause does not apply. If left blank, clause 15.4 will apply.*] |
| Clause 16.2.2 - Service Level Reports | [*specify how often the Supplier must provide service level reports, if not monthly. If left blank, reports will be provided monthly.*] |
| Clause 17.2 - Replacement of Key Personnel | [*If the Supplier has appointed Key Personnel, indicate in this section if no consent is required for replacement or removal of such personnel by the Supplier.* *If left blank, the Supplier must obtain the Purchaser's consent before replacing or removing any Key Personnel.]* |
| Clause 28.2 - Conflict of Interest Declarations | [*specify if Supplier personnel must execute conflict of interest declarations. If left blank, no declarations will be provided.]*  |
| Clause 29.7.2 - Commercial Exploitation of Supplier's Pre-Existing Intellectual Property | [*specify if the Purchaser or any other Victorian Public Entity have the right to commercially exploit the Supplier's Pre-Existing IP, otherwise no commercial exploitation is permitted.*] |
| Clause 30.1 - Third Party Software | [*specify if the Supplier will NOT be required to procure licences for Third Party Software. If left blank, the Supplier will be required to arrange for the applicable licences to be provided to the Purchaser.*] |
| Clause 30.2 - Third Party Software (licence terms) | [*if Third Party Software Licences will be arranged by Supplier, specify any required licence terms. If left blank, the standard third party licence terms for each item of software will apply.*] |
| Clause 32 – Insurances | [*specify if the Supplier must take out and maintain any other insurance in addition to the policies specified in clause 32.*] |
| Clause 33 - Performance Guarantee | [*specify if the Supplier is required to provide a Performance Guarantee. If left blank, the Supplier will not be required to provide a Performance Guarantee.*] |
| Clause 33 - Financial UndertakingValue of Financial Undertaking | [*specify if the Supplier is required to provide a Financial Undertaking. If left blank, the Supplier will not be required to provide a Financial Undertaking.*]$[*specify if applicable*] |
| Clause 34.2 - Confidentiality Undertakings | [*specify if Supplier personnel must execute deeds of confidentiality. If left blank, no deeds will be provided.*] |
| Clause 35.9 - Certifications and Accreditations | [*specify any certifications / accreditations which the Supplier must maintain throughout the Term.*] |
| Clause 36.2 - Termination following Disaster | [*specify period of time for which a disaster must continue before the Purchaser may terminate the Contract, if not 10 days. If left blank, the 10 day period in clause 36.2 will apply.*] |
| Clause 37.9 - Social Procurement | [*specify if the Supplier must comply with Schedule 5 to the Terms and Conditions.*] |
| Clause 37.10 – Local Jobs First Policy (**LJFP**)  | [*specify if the Local Jobs First Policy applies.*]  |
| Clause 41.1 - Approved Subcontractors  | [*any approved Supplier subcontractors to be listed.*] |
| Clause 43.2 - Time of the Essence | [*specify if time is of the essence. If left blank, clause 43.2 will apply and time will not be of the essence.*] |

Signed for and on behalf of the **Purchaser \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name (print) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Position . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signature and date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_

Signed for and on behalf of the **Supplier \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name (print) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Position . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Schedule 1**

**Purchaser's Requirements**

*[Specify the business, functional and technical requirements for the Goods and Services. This section also includes service level requirements and service credits]*

**Schedule 2**

**Fees and Invoicing**

*[List agreed charges for Goods and Services, including:*

* *agreed payment milestones and any other times when invoices may be submitted by the Supplier;*
* *the Supplier's agreed rates for additional services and variations;*
* *the Purchaser's address to which invoices must be submitted; and*
* *details of the extent to which the Supplier may recover expenses, including details of any applicable policies.*

*The Supplier may specify additional call-out charges for the rectification of defects caused by the Purchaser or its personnel during the Warranty Period. These charges should apply to on-site attendance only. Rectification of all other defects should be at the Supplier's cost during the Warranty Period.*

*Note that, unless specified otherwise, all Charges set out in this Schedule are inclusive of GST.]*

**Schedule 3**

**Applicable Standards and Policies**

**Part One - Standards**

*[Specify any Australian, New Zealand or other international standards which apply to the services and deliverables bring provided.]*

**Part Two - Policies**

*[List any government policies that the Supplier must comply with. This may include policies relating to access to the Purchaser's premises (OHS, conduct etc), anti-corruption / bribery policies, disaster*