**Document Guidance**

* Drafting notes provide further information about how to complete the Contract Variables.
* All details must be provided in Part One.
* Only applicable details must be provided for Part B. If you do not use a section in Part B, please insert ‘Intentionally Left Blank’. Do not delete the row.
* If a Contract Variable provides OPTIONS, ONE option must be chosen, and the alternatives deleted.
* Delete this note and all drafting notes before providing this document externally.

# Victorian Government eServices Register Contract Variables

To avoid doubt:

1. a reference to the term “Contract” in these Contract Variables is a reference to the ‘Victorian Government eServices Register Contract, Revision 5.2, 22 April 2021; and
2. the expression “intentionally left blank” means the default position under the Contract applies.

## **Part One - Required Information**

### **Purchaser:**

| **Item** | **Details** |
| --- | --- |
| Name | The State of Victoria through [Drafting note: insert Department or Agency name] |
| ABN (if applicable) | [Drafting note: insert ABN] |
| Address | [Drafting note: insert Department or Agency address] |
| Notice Details | address: [Drafting note: insert applicable notice address]  facsimile: [Drafting note: insert fax number (if any)]  email: [Drafting note: insert email address]  attention: [Drafting note: insert name of Sourcing Manager or other authorised representative of Purchaser] |
| Contract Reference Number (if applicable) | Reference No: [Drafting note: insert Contract Reference number (if any)] |

### **Supplier:**

| **Item** | **Details** |
| --- | --- |
| Name | [ Drafting note: insert supplier name (eg, XYZ Pty Ltd)] |
| ABN/ACN/ARBN | [Drafting note: insert ABN / ACN / ARBN] |
| Address | [Drafting note: insert address] |
| Notice Details | address: [Drafting note: insert applicable notice address]  facsimile: [Drafting note: insert fax number (if any)]  email: [Drafting note: insert email address]  attention: [Drafting note: insert name of authorised representative of Supplier] |

| **Clause** | **Details** |
| --- | --- |
| Clause 1 - Commencement Date and Completion Date | [Drafting note: Specify the date on which the Services will commence ( the “Commencement Date”) and the date the Supplier must provide all of the Services by ( the “Completion Date”). Ideally, a specific date should be set rather than ‘on the last day the party signs’.]  For the purposes of clause 1 of the Contract, the:  a) Commencement Date is [insert date]; and  b) Completion Date is [insert date]. |
| Clause 2 - Term | Extension of Contract: [Drafting note: State any additional period(s) by which the Purchaser may extend the term of the Contract following the Completion Date, if any, as follows “The Purchaser has [insert number] options each of [insert] [months/years] duration, at the Purchaser’s discretion in accordance with clause 2.2”.] |
| Clause 4.2.3 - Services to be provided | The Services to be provided are as described in Annexure A to these Contract Variables and also include:  [Drafting note: Specify which Services are applicable to the Contract by indicating ‘yes’ or ‘no’ for each of the categories of Service below. See the User Guide for further information if you are unsure which categories will apply. Do not remove categories that do not apply.]  Cloud Services - yes/no  Implementation Services - yes/no  Development Services - yes/no  Hosting Services - yes/no  Managed Services - yes/no  Maintenance and Support Services - yes/no  Professional Services - yes/no  Hardware Services - yes/no |
| Clause 14 – Service Levels | [Drafting note: The Contract includes provisions requiring the Supplier to meet or exceed Service Levels and to pay Service Credits for failing to do so. These provisions will only have effect if Service Levels and Service Credits are specified in these Contract Variables.  [Drafting note: OPTION 1: If Service Levels are not required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If Service Levels are required, use this option and then include the Service Levels and (if applicable) Service Credits in Annexure A.]  The Service Levels and Service Credits applicable to this Contract are specified in Annexure A to these Contract Variables. |
| Clause 19 - Fees and Invoicing | As set out in Schedule 1 to these Contract Variables.  [Drafting note: Complete Schedule 1 to the Contract Variables.] |
| Clause 25.1 - Ownership of Deliverables | [Drafting note: Specify whether the Purchaser or Supplier is to own the Intellectual Property Rights in the Deliverables subject to a licence to the other party. The default position under the Whole of Government IP Policy is that the Supplier owns the IP created and provides a licence to the State as Purchaser. Reasons to depart from this policy include: the need and desirability for the State to control the IP due to its potential value, profile or association with the State, including whether the State may wish to register the IP as a trademark or otherwise control the copyright or design in the IP.]  Intellectual Property Rights in the Deliverables created by or on behalf of the Supplier in the course of fulfilling its obligations under the Contract will be owned by the [Purchaser/Supplier]. [Drafting note: delete the entity that will not own the IP] |
| Clause 29.2 - Limitation of liability | [Drafting note: Specify cap on liability 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 occurrence). The cap should be commensurate with the risk profile of the Supplier and the engagement. Consequently, a higher risk engagement should result in a higher liability cap.]  For the purpose of clause 29.2 of the Contract, $[Drafting note: insert liability cap value] is specified. |

## **Part Two - Additional Information**

| **Clause** | **Details** |
| --- | --- |
| Clause 5 - Transition In  If applicable, date for submission of draft Transition In Plan (Schedule 9, clause 1.1) | [Drafting note: OPTION 1: The default position in the Contract is for the Transition In requirements in Schedule 9 to apply. If this is the case, use this option and amend accordingly.]  The Transition In requirements in Schedule 9 apply and the Supplier must provide the draft Transition In Plan by (insert date).  [Drafting note: OPTION 2: If the Transition In requirements do not apply, use this option.]  The Transition In requirements in Schedule 9 do not apply. |
| Clause 6.1.5 - Applicable standards and policies | The Supplier must provide the Services and Deliverables in accordance with the Contract and the standards, policies and procedures specified in Schedule 2 to these Contract Variables.  [Drafting note: Complete Schedule 2 to Contract Variables.] |
| Clause 10.3 - Liquidated Damages  If applicable, value of Liquidated Damages (clause 10.4) | [Drafting note: Liquidated damages are an agreed fixed amount that the Supplier will owe the Purchaser if the Supplier breaches the agreement. The amount must be a genuine pre-estimate of the loss that the Purchaser will suffer because of a breach, it cannot be a guess. You should consider expenses that will be incurred as a result of breach, for example the cost of implementing a substitute system rapidly.]  [Drafting note: OPTION 1: If Liquidated Damages do not apply.]  Liquidated Damages will not apply.  [Drafting note: OPTION 2: If Liquidated Damages apply, specify value and the rate at which they apply.]  Liquidated Damages will apply. The rate of Liquidated Damages is as follows:   * [Drafting note: insert the rate. Eg, $## per day.] |
| Clause 11.8 - use of Deliverables prior to acceptance | [Drafting note: OPTION 1: The default position in the Contract states that the Purchaser is not authorised to use any Deliverables in a production environment prior to acceptance, if this is acceptable, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser is authorised to use some or all of the Deliverables in a production environment prior to acceptance of a Deliverable, use this option.]  The Purchaser may use any Deliverable in production prior to its acceptance in accordance with clause 11. |
| Clause 13 - Warranty Period | [Drafting note: OPTION: The default Warranty Period for the Deliverables is 90 business days following acceptance of a Deliverable. This can be changed by amending (a), below.]  The Warranty Period for a Deliverable commences on the date that the Deliverable is accepted by the Purchaser and ends on the later of:   1. 90 business days after that date (**Initial Warranty Period**); or 2. the date on which all Defects in the Deliverable that were notified by the Purchaser to the Supplier during the Initial Warranty Period (and any other Defects arising from those Defects) are remedied by the Supplier in accordance with the Contract. |
| Clause 13.4 - Third Party Warranties | [Drafting note: OPTION 1: If the Supplier is required to source all standard manufacturer and other relevant third party warranties, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Supplier is not required to source all standard manufacturer and other relevant third party warranties, use the option provided below and amend accordingly.]  The Supplier must ensure that the Purchaser receives all standard manufacturer and other relevant third party warranties for the Deliverables except for the following Third Party Software:   * [Drafting note: insert warranties which are not required] |
| Clause 14.2.2 - Service Level Reports | [Drafting note: OPTION 1: The default position is for Service Level Reports to be provided on a monthly basis. Therefore, if the Supplier is required to provide Service Level reports on a monthly basis, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Supplier is required to provide Service Level reports on another periodic cycle, use this option and amend accordingly.]  Service Level reports are to be provided to the Purchaser (Drafting note: insert period). |
| Clause 15.2 - Replacement of Key Personnel | [Drafting note: OPTION 1: If the Purchaser does not require Key Personnel to be listed, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2a: If the Purchaser requires the Supplier’s Key Personnel to be listed use this option.]  The Supplier’s Key Personnel are:   * [Drafting note: Insert name and position]   [Drafting note: OPTION 2b: If the Supplier is not required to obtain the Purchaser’s consent before replacing or removing any Key Personnel, use this option. This option should be considered with caution.]  The Supplier is not required to obtain the Purchaser’s prior consent before removing or replacing any Key Personnel, but will notify the Purchaser as soon as possible if it does so. |
| Clause 22.2 - Records | [Drafting note: OPTION 1: The default position in the Contract requires the Supplier to maintain full, true and up-to-date accounts and records. Use this option for the default to apply.]  Intentionally left blank.  [Drafting note: OPTION 2a: If a lenient method for record keeping is agreed, use this option.]  The Supplier must maintain accounts and records in accordance with clause 22.2, save for the following exceptions:   * (Drafting note: insert exceptions)   [Drafting note: OPTION 2b: If additional record keeping is agreed, use this option.]  In addition to the requirements set out in clause 22.2, the Supplier must also comply with the following requirements relating to maintaining accounts and records:   * (Drafting note: insert additional requirements) |
| Clause 24.2 - Conflict of Interest Declarations | [Drafting note: OPTION 1: The default position in the Contract does not require the Supplier personnel to execute conflict of interest declarations. If the Purchaser does not require these declarations, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires Supplier personnel to execute conflict of interest declarations, use this option and amend accordingly. Please note the Supplier warrants that, at a company level, there are no conflicts of interest by signing the Contract Variables and this optional drafting will allow you to require individual employees, agents and contractors to sign personal declarations.]  Within (Drafting note: insert number of business days) business days of the Commencement Date the Supplier, and each of its employees, agents and contractors engaged in the provision of the Services or Deliverables, must provide a declaration of compliance with clause 24.1 of the Contract to the Purchaser, in the form notified by the Purchaser. |
| Clause 25.5.2 - Commercial Exploitation of Pre-existing IP | [Drafting note: OPTION 1: The default position in the Contract provides that the Purchaser cannot commercially exploit any of the Supplier’s Pre-Existing IP. If the Purchaser does not require this IP to be used outside of the Contract, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires the ability to commercialise any of the Supplier’s pre-existing/background IP Rights, use this option.]  The Purchaser or any other Victorian Public Entity may commercially exploit the Supplier’s Pre-Existing Intellectual Property. |
| Clause 25.6 - Licence of Existing Tools | [Drafting note: OPTION 1: The default position in the Contract states that where Existing Tools are necessary for the proper functioning of any Developed Software, the Supplier grants the Purchaser a licence to use those Existing Tools in accordance with the Contract. If this is what is agreed, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Supplier does not agree to grant a licence to any Existing Tools, use this option.]  The Supplier is not required to grant the licence to the Existing Tools as described in clause 25.6. |
| Clause 25.8 - Source code of Developed Software | [Drafting note: OPTION 1: The default position in the Contract requires the Supplier to provide any source code for any Developed Software which forms part of the Deliverables. This ensures the Purchaser has control over the provision of support and any updates. If source code for Developed Software is required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: Alternatively, if the Purchaser does not require source code because it is not applicable or there is no requirement for it to be provided, use this option.]  The Supplier is not required to provide source code in accordance with clause 25.8. |
| Clause 26.1 - Third Party Software | [Drafting note: OPTION 1: The default position in the Contract requires the Supplier to procure licences for Third Party Software for the Purchaser to contract with directly. If this is required, use this option.]  Intentionally left blank.  [OPTION 2a: If the Purchaser does not require the Supplier to procure licences for Third Party Software, use this option.]  The Supplier is not required to procure licences in relation to any Third Party Software pursuant to clause 26.1.  [OPTION 2b: If the Purchaser requires the Supplier to procure some licences for Third Party Software, use this option and amend accordingly.]  The Supplier is required to procure licences in relation to any Third Party Software pursuant to clause 26.1, but not for the following Third Party Software:   * (Drafting note: insert software which Supplier is not required to procure licences for). |
| Clause 26.2 - Third Party Software (licence terms) | [Drafting note: OPTION 1: The default position in the Contract requires the Supplier to ensure the Third Party Software Licences contain minimum terms. If the Purchaser requires minimum terms to be included, use this option and amend accordingly.]  The Supplier must ensure the Third Party Software licence terms for each item of Third Party Software include the following minimum terms:   * [Drafting note: Insert minimum term(s).]   [Drafting note: OPTION 2: If the Purchaser does not require minimum terms, use this option but ensure that OGC is engaged to review any licence terms with relevant third parties.]  Intentionally left blank. |
| Clause 28.1 - Escrow | [Drafting note: OPTION 1: The default position in the Contract is for no Escrow Agreement to be required. If the Purchaser does not require an escrow, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Supplier provides software, consider whether an Escrow Agreement is needed. Typically, this would be requested where the Supplier is a particular solvency risk or a Customer is using software which may be nearing end of life and be unsupported in the near future.]  The parties must execute an Escrow Agreement in accordance with clause 28.1 and Schedule 13 of the Contract, or such other terms as approved by the Purchaser. |
| Clause 28.2.3 - Commercial Exploitation of Escrow Software | [Drafting note: OPTION 1: The default position states that the Escrow Software may not be commercially exploited by the Purchaser or a Victorian Public Entity. If this is not required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser or a Victorian Public Entity requires the ability to commercially exploit any Escrow Software, use this option.]  The Purchaser or any Victorian Public Entity may commercially exploit the Escrow Software. |
| Clause 30 - Insurances | [Drafting note: OPTION 1: The default position requires the Supplier to only hold the insurance types and amounts set out in clause 30, which we note are below industry standard. If these types and amounts are acceptable, use this option. There is no need to restate the insurance types and values from the Contract. Please contact your Corporate Governance or Insurance team to determine appropriate insurance levels.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires the Supplier to take out any additional insurance, use this option. Please contact your Corporate Governance or insurance team to determine appropriate insurance levels.]  In addition to the insurance types and amounts set out in clause 30 of the Contract, the Supplier must maintain the following insurance types:   * (Drafting note: add insurance type(s) and amount(s)) |
| Clause 31 - Performance Guarantee | [Drafting note: OPTION 1: The default position does not require a Supplier to provide a performance guarantee. If this is not required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires a performance guarantee, use this option and amend accordingly.]  If requested by the Purchaser, the Supplier must complete the performance guarantee in the form set out in Schedule 10 of the Contract and return a signed to copy to the Purchaser within [Drafting note: insert number of days] days of signing of this Contract. |
| Clause 31 - Financial Undertaking  If applicable, value of Financial Undertaking | [Drafting note: OPTION 1: The default position does not require the Supplier to provide a financial undertaking. If this is not required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires the Supplier to provide a financial undertaking, use this option and amend accordingly.]  If requested by the Purchaser, the Supplier must complete the financial undertaking for the value of [Drafting note: insert value of undertaking] in the form set out in Schedule 11 of the Contract and return a signed to copy to the Purchaser within [Drafting note: insert number of days] days of signing of this Contract. |
| Clause 32.2 - Confidentiality Undertakings | [Drafting note: OPTION 1: The default position does not require the Supplier to procure its employees, agents and contractors to sign a deed of confidentiality. If this is not required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires the Supplier to procure its employees, agents and contractors to sign a deed of confidentiality, use this option and amend accordingly. Please note that the Supplier is bound by the eServices Contract Register not to disclose Confidential Information, and to ensure its employees etc. do not disclose Confidential Information. This optional drafting will allow you to seek that undertaking directly from the employees, agents and contractors of the Supplier.]  If requested by the Purchaser, the Supplier must procure a signed deed of confidentiality in the form required by the Purchaser from each of its employees, agents and contractors engaged in the provision of the Services or Deliverables and return signed to copies to the Purchaser within [Drafting note: insert number of days] days of a request by the Purchaser. |
| Clause 33.10 - Certifications and Accreditations | [OPTION 1: The default position does not require the Supplier to maintain any security or other accreditations. If this is not required, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires the Supplier to maintain any certifications / accreditations, use this option and amend accordingly.]  The Supplier is required to maintain the following security or other accreditations and/or certifications:   * (Drafting note: add details of accreditations) |
| Clause 34.2 - Termination following Disaster | [Drafting note: OPTION 1: The default position allows the Purchaser to terminate the Contract, wholly or in part, if a Disaster hinders or delays the performance of the Services for more than 10 business days. If this is sufficient time, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser requires the ability to terminate the Contract sooner (or later) than 10 business days after a Disaster, use this option and amend accordingly.]  If a Disaster continues to prevent, hinder or delay performance of the Services for more than (Drafting note: add number of business days) business days, the Purchaser may terminate the Contract for cause, wholly or in part, by notice in writing to the Supplier in accordance with clause 34.2 of the Contract. |
| Clause 35.8 – Local Jobs First Policy | [Drafting note: OPTION 1: If the Purchaser requires the Supplier to comply with the Local Jobs First Policy, use this option.]  The Supplier is required to comply with the Local Jobs First Policy. The LIDP is attached to this Contract at [Drafting note: insert reference e.g. Annexure B].  [Drafting note: OPTION 2: If the Purchaser does not require the Supplier to comply with the Local Jobs First Policy, use this option.]  The Supplier is not required to comply with the Local Jobs First Policy. |
| Clause 35.10 – Social Procurement | [Drafting note: OPTION 1: If the Purchaser requires the Supplier to comply with a Social Procurement Compliance Plan, use this option.]  The Supplier is required to comply with the Social Procurement Compliance Plan. The Social Procurement Compliance Plan is attached to Annexure B of these Contract Variables.  [Drafting note: OPTION 2: If the Purchaser does not require the Supplier to comply with a Social Procurement Compliance Plan, use this option.]  The Supplier is not required to comply with the Social Procurement Compliance Plan. |
| Clause 39.1 - Approved Subcontractors | [Drafting note: OPTION 1: The Supplier must not sub-contract to any third party without the consent of the Purchaser. If there are no pre-approved sub-contractors at the time of entering the Contract, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser has pre-approved third party sub-contractors at the time of entering the Contract, use this option and amend accordingly.]  For the purposes of clause 39.1, the Purchaser has consented to the following sub-contractors providing part of the Services:   * (Drafting note: add details of sub-contractor(s) as follows: full subcontractor organisation name (ABN)) |
| Clause 41.2 - Time of the Essence | [Drafting note: OPTION 1: The default position in the Contract is that time is not of the essence, and therefore delays, in itself, may not necessarily constitute a material breach of the Contract giving rise to a right to terminate. If this is the case, use this option.]  Intentionally left blank.  [OPTION 2: If time is of the essence, use this option. Please note that Milestone Dates must be listed in Annexure A for this clause to operate.]  Time is of the essence in relation to the provision of the Services and the Deliverables. |
| Schedule 1, clause 4.1 – Uptime Percentage Target | [Drafting note: OPTION 1: If the Supplier is not providing Cloud Services.  Intentionally Left blank. ]  [Drafting note: OPTION 2: If the Supplier is providing Cloud Services, use this option and amend accordingly. These details may be contained in the Response or the Request.]  The Supplier must ensure that the Cloud Services meet an Uptime Percentage Target of (Drafting note: insert percentage target)% during the Standard Usage Hours every month. |
| Schedule 1, clause 5.1 – System Response Times | [Drafting note: OPTION 1: If the Supplier is not providing Cloud Services, delete this section.]  [Drafting note: OPTION 2: If the Supplier is providing Cloud Services, use this option and amend accordingly.]  The Supplier must ensure that the Cloud Services enable the Purchaser to undertake the transactions set out in the Contract within the following System Response Time/s for those transactions: (Drafting note: insert times). |
| Schedule 1, clause 6.2.2 - Requirement for police checks | [Drafting note: OPTION 1: If the Supplier is not providing Cloud Services, delete this section.]  [Drafting note: OPTION 2a: If the Supplier is not required to have all of its employees, agents and contractors who have physical or logical access to the Cloud Solution to have undergone a police check, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2b: If the Supplier is providing Cloud Services and the Purchaser requires its employees, agents and contractors who have physical or logical access to the Cloud Solution to have undergone a police check, use this option.]  The Supplier’s employees, agents and contractors are required to have undergone a police check prior to accessing the Cloud Solution. |
| Schedule 2, clause 2.1 - submission of Implementation Plan | [Drafting note: OPTION 1: If the Supplier is not providing Implementation Services, delete this section.]  [Drafting note: OPTION 2a: The default position in the Implementation Services Schedule requires the Supplier to provide a draft Implementation Plan to the Purchaser for review 10 business days after commencement of the Services. If this time frame is sufficient, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2b: If the Purchaser requires the draft Implementation Plan to be provided in a different time frame, use this option and amend accordingly.]  The Supplier must provide an Implementation Plan that complies with clause 2.1 of Schedule 2 within (Drafting note: insert number of business days) business days of the Commencement Date. |
| Schedule 3, clause 1.1 - submission of Development Plan | [Drafting note: OPTION 1: If the Supplier is not providing Development Services, delete this section.]  [Drafting note: OPTION 2a: The default position in the Development Services Schedule requires the Supplier to provide a draft Development Plan to the Purchaser for review 10 business days after commencement of the Services. If this time frame is sufficient, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2b: If the Purchaser requires the draft Development Plan to be provided in a different time frame, use this option and amend accordingly.]  The Supplier must provide a Development Plan that complies with clause 1.1 of Schedule 3 within (Drafting note: insert number of business days) business days of the Commencement Date. |
| Schedule 4, clause 3.1 – Uptime Percentage Target | [Drafting note: OPTION 1: If the Supplier is not providing Hosting Services, delete this section.]  [Drafting note: OPTION 2: If the Supplier is providing Hosting Services, use this option and amend accordingly. These details may be contained in the Response or the Request.]  The Supplier warrants that the Hosting Services will meet an Uptime Percentage Target of (Drafting note: insert Percentage Target)% during the Standard Usage Hours every month. |
| Schedule 8, clause 1.3 – preventative maintenance | [Drafting note: OPTION 1: If the Supplier is not providing Hardware Services, delete this section.]  [Drafting note: OPTION 2a: If the Supplier is providing Hardware Services, but is not required to provide preventative maintenance, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2b: If the Supplier is required to provide preventative maintenance (e.g. as per the Response or the Request), use this option.]  The Supplier is required to provide preventative maintenance in accordance with clause 1.3 of Schedule 8. |
| Schedule 8, clause 1.4 – remedial maintenance | [Drafting note: OPTION 1: If the Supplier is not providing Hardware Services, delete this section.]  [Drafting note: OPTION 2a: If the Supplier is providing Hardware Services, but is not required to provide remedial maintenance, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2b: If the Supplier is required to provide remedial maintenance (e.g. as per the Response or the Request), use this option.]  The Supplier is required to provide remedial maintenance in accordance with clause 1.4 of Schedule 8. |
| Schedule 12, clause 1.1 – Disengagement Services | [Drafting note: Please specify the duration of the Disengagement Services:]  For the purpose of clause 1.1 in Schedule 12, (Drafting note: insert minimum time period) is specified as the minimum period. |
| Schedule 12, clause 2.1 – draft Disengagement Plan | [Drafting note: OPTION 1: The default position in the Contract requires the draft Disengagement Plan to be provided within 30 days of the Commencement Date. If this is acceptable, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If another timeframe to provide the draft Disengagement Plan is agreed, use this option and amend accordingly.]  Within (Drafting note: insert time period) days of the Commencement Date, the Supplier must provide to the Purchaser for approval a draft Disengagement Plan which addresses the issues set out in Part 1 of Schedule 12. |
| Schedule 12, clause 4.2 - cost of Disengagement Services | [Drafting note: OPTION 1: The default position in the Contract requires the Disengagement Services to be within the scope of the Services and no separate payment to be made. If this is the case, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2: If the Purchaser and Supplier agree that a separate fee is payable for the Disengagement Services, use this option and include the applicable rates in Schedule 1 accordingly.]  The Fees for the Disengagement Services are set out in Schedule 1 to these Contract Variables. |
| Schedule 16, clause 3.1 – Social Procurement Performance Reports | [Drafting note: Option 1: If the Supplier is not required to comply with the Social Procurement Compliance Plan, delete this section.]  [Drafting note: OPTION 2a: If the Supplier is required to comply with a Social Procurement Compliance Plan, the default position in the Contract is for Social Procurement Performance Reports to be provided on a bi-annual basis. If the default position is acceptable, use this option.]  Intentionally left blank.  [Drafting note: OPTION 2b: If the Supplier is required to provide Social Procurement Performance Reports on another periodic cycle, use this option and amend accordingly.]  Social Procurement Performance Reports are to be provided to the Purchaser (Drafting note: insert period). |

**Executed as an Agreement**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of the Purchaser  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (print)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  Executed by the Supplier in accordance with s 127 of the *Corporations Act 2001* (Cth) | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Company Secretary/Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Company Secretary/Director (print)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Director (print)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | |  |  | |

## **Schedule 1**

## **Fees and Invoicing**

[Drafting note: List agreed charges for Services and Deliverables, including:

* agreed total fee cap for this project;
* 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.]

**[Drafting note: Note: This Schedule is to be completed following selection of the preferred Tenderer]**

## **Schedule 2**

## **Applicable Standards and Policies**

### **Part One - Standards**

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

[Drafting note: Unless specified] Not applicable.

### **Part Two - Policies**

[Drafting note 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 recovery, security and applicable IT standards (change management etc.)]

[Drafting note: Unless specified] No additional policies specified.

## **Annexure A**

## **Services and Deliverables**

[Drafting note Insert details about the Services and Deliverables required or attach a Specification or similar document describing the Services and Deliverables.]

### **Acceptance**

[Drafting note The Contract requires that the Services and/or Deliverables that are subject to acceptance in accordance with clause 11 be specified with the relevant acceptance criteria. If acceptance is not required, this section can be deleted.]

## **Service Levels and Service Credits**

[Drafting note Insert Service Levels and (if applicable) Service Credits that will apply to failures to achieve the Service Levels. If Service Levels are not required, this section can be deleted.]

## **Annexure B**

## **Social Procurement Compliance Plan**

[Drafting note: Attach the Social Procurement Compliance Plan agreed with the Supplier here. If the Supplier is not required to comply with a Social Procurement Compliance Plan, delete Annexure B.]