

Superseded



Contract Details

**(for use with GITC3 Terms and
Conditions, Western Australia)**

*(This document forms part of the Contract agreed
between the Customer and the Contractor)*

**Information Technology &
Telecommunications Contracts**

December 1999

Version 1.0

CONTRACT DETAILS

Wherever the terms and conditions refer to the Contract Details, you will find a corresponding reminder here that something may need to be inserted.

Title of Contract

Purchase Order No. *Insert the Purchase Order Number*
Date of Purchase Order *Insert the date of Purchase Order*
Description/Title of Contract *A brief description of the title of the Contract*

This Contract is made subject to the GITC3 Terms and Conditions (Western Australia) dated [insert date]

Customer Requirements

Services/Products to be supplied *List Services/Products to be provided and specify the type of Services or Products (eg. Packaged Software).*

Customer (Clause 30)

Name of Customer *Insert the name of the department, agency or organisation*

Name of Customer Representative *Insert the name of Customer representative*

Street Address *Insert the street address
suburb and state
post code*

Postal Address *Insert the postal address
suburb and state
post code*

Fax number *Insert the fax number*

Email address *Insert the email address*

Phone number (note: this is not an address for the service of notices) *Insert the phone number*

Contractor (Clause 30)

Name of Contractor *Insert the name of Contractor*

ACN/ARBN of Contractor *Insert the Contractor's ACN/ARBN.*

Name of Distributor / Agent *Insert the name of Contractor's Distributor or Agent*

Distributor / Agent Warranty *If the Contractor is not the direct supplier, the Contractor agrees to underwrite the performance of the above Distributor / Agent under this Contract*

Name of Contractor's Representative *Insert the name of Contractor's representative*

Street Address *Insert the street address*

*suburb and state
post code*

Postal Address

*Insert the postal address
suburb and state
post code*

Fax number

Insert the fax number

Email address

Insert the email address

Phone number (note: this is not an address for the service of notices)

Insert the phone number

Commencement Date (Clause 2.1)

Commencement date

Insert the date on which the Contract is to begin

Period of Contract

Insert the timeframe in which the Contract is to be completed

Renewal / Extension

Insert details of any extension or renewal of the Contract.

Other Material (Clause 3.1, 26.2)

Attachments

Insert details of any attachments to the Contract such as the tender, Contractor's tender response, Manufacturer's specifications etc.

Superseded

Specification (Clauses 13.1)

Product & Service details

*Insert details of the Product or Service to be provided or supplied.
Insert the Customer's statement of work or requirements - what functions should the Service or Product perform?
(Hint: This can be done by summarising the tender documents.)
Concentrate on outcomes rather than what the problem is. Remember, you need to detail the exact role of the Contractor in this Contract and what it is responsible for.
For example:*

- does it deliver all aspects of the Service?*
- does it manage the work of others?*
- is it merely supplying tools for the use of others? are they to decide what products are necessary to meet a particular requirement?*
- is it to integrate a Product or Service with existing systems?*
- is it to integrate or maintain a Product or Service?*
- are there particular reporting requirements ?*
- are there particular documentation requirements?*

Project Plan (Clause 4.1.3, 7.1.2, 7.5, 7.6)

Project Plan details

State dates for all aspects of the project such as:

- *access to site*
- *acceptance testing start and finish dates*
- *stages of the project, including development stages*
- *milestones for payment*
- *completion dates*
- *reporting dates*
- *necessary resources.*

Due Diligence Clause (6.1.2)

Due Diligence Details

Transition Plan (Clause 6.2.1.1)

Warranty Period(Clause 16.2)

State the amount of time and levels of access given

State the warranty for Products & Services

The default is 12 months after Acceptance

Standards (Clause 16.3)

Applicable standards

Insert a reference to all relevant Australian, international or other applicable standards for the Services and Products provided (eg product standards, environmental standards, Y2K standards etc.)

IT Specialist Services, Business Consultancy Services or Systems Integration (Clause 4.1.2)

Resources required to complete the project

Superseded

State the resources the Contractor and the Customer are required to provide and the date they are required. Refer to the project plan for appropriate dates.) Hint: the Contractor may not be able to commence work unless given access to certain data etc. Your requirements may vary during the design, implementation and operational phases of the project. Examples of resources include:

- *people*
- *access to previous reports*
- *facilities*
- *access to software.*

Warranty Period (Clause 16.2)

Insert warranty period for the Service/Product supplied. The warranty period is set at 12 months after acceptance unless otherwise specified.

(Hint: this may be different from that applying to particular Services/Products and to various stages of the project. system warranty period should cover the operation of the system as a whole and apply from the time when the system as a whole has been accepted. Component Services and Products may be subject to separate warranty periods)

Methodology (Clause 4.2)

State how the Contractor is to perform the Service.

Performance (Clause 4.3)

State any performance measures and standards (if required) used to monitor whether the Service is being delivered on time and in accordance with the Customer's

Specifications.

(Hint: this could be linked to results from a Contract management system which could include grading faults according to their severity, providing for escalation if the matter is not resolved.)

The Customer may engage third party contractors to manage this aspect on larger contracts and the use of subcontractors may need to be integrated into this Contract.

Reporting
(Clause 12.2 & 13.2)

State any reports to be submitted, what format to be used and relevant dates. (eg reports for management, payment, assessment of performance etc)

Telecommunications Services (Clause 5) (refer also to clause 6, managed facilities, and clause 11, leasing and financing)

Details of the Service
(Clause 5.1)

*State the Service you require. It should correspond to the information inserted under Specification.
(Hint: if it is possible that the Customer may obtain greater benefits under the CAMS whole-of-government telecommunications contracts, this Contract should not be used. Refer to the CAMS website at www.cams.wa.gov.au.)*

Permission
(Clause 5.1)

Insert the date by which the Contractor must have obtained all relevant permissions. These permissions can include items such as

Superceded

- *land use approval.*
- *right to connect to existing networks*
- *Product approval.*

Performance standards
(Clause 4.3)

State the performance standard for the Service to be provided, and state how the Service will be managed.

Warranty period
(Clause 16.2)

Consider the time to full implementation, and allow for users to test, or professional testers..

Managed Services (Clause 6)

Nature of Service
(Clause 6.1)

State the nature of the managed Service and how it will be performed. This can include installation and facilities management. It should correspond to the information inserted under the Specification.

Facility
(Clause 6.1)

State what facilities will be managed by the Contractor.

Transition in
(Clause 6.2.1)

Insert details of what set up is required and when the Contractor is to operate the Service, including:

- *software licences to be transferred or managed by the Contractor*
- *access to site*
- *site preparation*
- *financial adjustments on completion of full inventory;*
- *any staff transfers*

- responsibility for integration with the Customer's or Service provider's network.

Acquired assets
(Clause 6.2.1.1)

List the assets to be acquired by the Contractor.

Assets to be licensed to Contractor
(Clause 6.2.1.1)

List assets to be licensed to, or managed by the Contractor.

Procedures manual
(clause 6.2.1.6)

Insert details of the requirements for the manual.

Service delivery and Service level
(Clause 6.3)

Insert details of:

- the Service delivery method and standards
- method for review and change
- remedial action for substandard performance and
- details of any Service level agreements.

Reporting (Clause 6.3.1.2)

State reporting procedures and submission dates.

Reversion / Transition out
(Clause 6.4)

Insert details of the arrangements at the end of the Service for transition from the current Service provider to the next Service provider or Customer, including

- returning or destroying confidential information
- technology refreshment standards at hand over.

Developed Software (Clause 7)

Specifications
(Clause 7.1.1)

Superseded

Insert details of the Software to be developed or modified, including details of what it must do, and any design limitations, including any other systems it must integrate with.

Resources required
(Clause 7.1.3)

Insert the details of the resources required from the Customer and the Contractor.

Methodology
(Clause 7.2)

Insert details of the methodology, standards or systems to be used to develop the Software.

Project Plan
(Clause 7.1.2, 7.5)

See the Contract Details on clause 4.1.3

Support Services
(Clause 7.7)

Insert details of the Support Services for the software

Source code
(Clause 7.7)

Insert details of the source code to be put into escrow.

Details of Escrow
(Cause 7.8)

See the Escrow Attachment at the end of the Contract Details

Hardware maintenance (Clause 8)

Description of Hardware Products (Clause 8.1)	<i>Insert details of what Products are to be maintained, any preventative maintenance, and the level of such maintenance.</i>
Description of preventative maintenance (Clause 8.2)	<i>Insert description of the triggers for maintenance, or simply cross-refer to clause 8.3</i>
Site preparation (Clause 13.8)	<i>Insert details of any site specification and site preparation.</i>
Delivery and installation (Clause 4.1.1 & 4.1.3)	<i>State who is to install the hardware, and when.</i>
Acceptance testing (Clause 15)	<i>If the Hardware is to be acceptance tested before acceptance, state:</i> <ul style="list-style-type: none"><i>the nature of the tests</i><i>the acceptance criteria</i><i>who is to carry out the tests and</i><i>the testing dates.</i>
Maintenance parts required (Clause 8.3.1)	<i>State the period of time in which the Contractor is to supply spare parts for maintenance and upon what terms.</i>

Hardware and Other Products (Clause 9)

Description of Hardware / Products (Clause 9.1.1)	<i>Insert details of Hardware / Products to be supplied unless shown under Clause 1...</i>
Installation required (Clause 9.1.2)	<i>State who will install the Products and load any software</i>
Site preparation (Clauses 4.1.1 to 4.1.3)	<i>Insert details of site specification & preparation.</i>
Integration required (Clause 9.1.2)	<i>State who will integrate the Products with the existing IT environment</i>
Acceptance testing (Clause 15)	<i>If the Hardware is to be acceptance tested before acceptance, state</i> <ul style="list-style-type: none"><i>the nature of the tests;</i><i>the acceptance criteria;</i><i>who is to carry out the tests; and</i><i>the testing dates.</i>
Support, training and Maintenance Clause 9.1.2)	<i>State if Contractor is to supply, and insert details.</i>
Maintenance parts required	<i>State how long the Contractor is to supply spare parts for maintenance and upon what terms (or cross-refer and include as point of maintenance details, clause 8 in Contract Details)..</i>
Certificate of Acceptance (Clause 15.5)	<i>A Certificate of Acceptance should be attached to the Contract Details once completed. (This attachment is</i>

available at the end of the Contract Details.)

Licensed Software (Clause 10)

Type of Licence (Clause 10.1)	<p>Details should be included here unless shown at Contract Details clause 13.1.</p> <p>State here if the Contractor does not intend to grant the Customer a non-exclusive, transferable licence, or if the licence is to be limited in some other way. (eg to use on a particular machine, distribution of document only in paper format).</p> <p>State the Software licence fee</p> <p>Set out the number of copies of the licence needed (commonly one per user: sometimes arrangements are needed to alter numbers and the licence costs for changes in numbers of users)</p>
Period of Licence (Clause 10.2)	<p>State period of licence, if the licence is not to be perpetual.</p>
Maintain Record of Location (Clause 10.3.1)	<p>Insert any requirement on the Customer to record the locations of copies of Software</p>
Ensure Confidentiality of Software (Clause 10.3.4)	<p>Insert any specific confidentiality requirements the Customer must comply with</p>
Support Services (Clause 10.4)	<p>Insert details of the installation, integration support, training and maintenance to be provided by the Contractor in respect of the licensed Software, including the period for which they will be provided.</p>
Defect Support (Clause 10.5)	<p>Insert any specific defect support requirements including response times, who bears responsibility for integration and conditions of extension of defect support beyond the warranty period, including cost.</p>
Updates and New Releases (Clause 10.6)	<p>Upgrade charges and support to be provided for upgrades or new releases.</p>
Details of Escrow (Clause 10.10)	<p>See the Escrow Attachment at end of Contract Details.</p>

Superseded

Lease (Clause 11)

Details of any lease that includes the Contractor and Customer with a third party (Clause 11.1)	<p>Including for output based payment (such as click charge) for office machines</p> <p>Insert details of the lease agreement with the third party:</p> <ul style="list-style-type: none">• dates• Products leased• name of supplier• any support services provided.
Period of lease or agreement for loan or hire between the Contractor and Customer	<p>Insert the nature of the arrangement, the items covered and the period of the lease.</p>

(Clause 11.2)	<i>(Hint: you may need to replace machines during the period or add additional machines.)</i>
Installation (Clauses 11.2.2, 13.8)	<i>Insert details including nature of site, and any special acceptance arrangements (see Clause 15)</i>
Attachments (Clause 11.2.1 (d))	<i>Insert details as to whether the Customer is allowed to attach other equipment to the items supplied under the Contract. For example, link to the network, link to printers and fax machines, attach mail folding machines etc.</i>
Maintenance (Clause 11.2.1 (c))	<i>Insert details of any consumables and maintenance to be provided. (Hint: you may need details of guaranteed response times and details of permitted Customer maintenance. See the User Guide for Clause 11, for more information.)</i>
Fees and charges (Clause 11.2.6)	<i>List all costs under the Contract. This includes any fees together with details of payments. (Hint: for output based payment, this may involve a fee for guaranteed number of valid impressions and a fee for any additional number of impressions. See the User Guide for Clause 11, for more information.)</i>
Item value (Clause 11.1)	<i>State the item value of the equipment for the purposes of buyout. (See the User Guide for Clause 11, for more information.)</i>
Details of end of lease (Clause 11.1)	<i>State what will happen at the end of the leasing period. eg will the lease of all Products come to an end at the same time? What will be the effect on payments?</i>
Upgrades to leased Products (Clause 11.1)	<i>State what equipment will be upgraded and at what price.</i>
Trade-in price for old equipment (Clause 11.1)	<i>State the trade-in price for old equipment, if permitted.</i>

Supercseeded

General Responsibilities (Clause 12)

Project Meetings and Reporting (Clause 12.2)	<i>State what meetings (eg project management meetings, or quarterly review meetings) are required when, and who will provide secretarial services. State what project management functions the Contractor will supply. State what reports are required.</i>
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Documentation (Clause 13.4)

Any documentation to be provided	<i>State the documentation to be provided by the Contractor, in relation to which Products or Services, or if it will be supplied in relation to all, when it is to be provided, and to whom. State whether the Contractor will supply an electronic copy of the documentation, in what format, and any restrictions on who the customer may distribute information to.</i>
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Training (Clause 13.5)

Training to be provided

State any training to be provided by the Contractor, and:

- *when*
- *how much will be provided*
- *trainer accreditation standards*
- *class sizes*
- *whether training is to be on-site etc*
- *price*

Price and Terms of payment (Clauses 13.6, 13.7, 14.1)

Price of Service and/or Product

List the prices of the Services/Products to be provided. (Hint: the price may need to vary during the Contract period due to movements in the Consumer Price Index and in foreign exchange rates. The latter normally only applies to Products).

Discounts

List any applicable discounts.

Details of payment

State the method of payment.

Invoice
(Clause 13.7)

Insert requirements for invoices, including, if necessary, any GST information that is required and address requirements.

Agreed timeframe
(Clause 14.1)

Superseded

*Payment should be 30 days after receipt of invoice unless otherwise specified.
(Hint: the Customer needs to ensure it can pay within this timeframe, or change the time.)*

Billing
(Clause 13.6)

Insert details regarding back-billing (eg none in excess of three months) and timing of invoices.

Tax Exemptions (Clause 14.1.2)

Insert details of any tax exemptions.

Hazards (Clause 13.13)

Insert details of whether the Contractor is to inform the Customer of any hazardous conditions, within what time frame and whether they must offer to fix the hazard free of charge. (See the User Guide for Clause 13, for more information.)

Resources and facilities (Clause 14.2, 14.4, 14.5, 13.2, 13.8)

Facilities provided by Customer
(Clause 14.2)

State the resources and facilities supplied by the Customer, including:

- *accommodation*
- *support services*
- *hardware*
- *software etc.*

(Hint: the Customer needs to be sure that it can supply

these items in the time required).

Facilities provided by the Contractor
(Clause 13.2)

Insert details of the facilities to be provided by the Contractor.

Site location & Specification
(Clause 13.8)

State the location where the Services/Products are to be provided. State any site preparation required to be undertaken by the Customer.

Date of access to site
(Clause 14.5)

State dates of access to the site.

Additional insurance (Clause 13.9.1(b))

Additional insurance requirements

Insert any additional insurance requirements. Please note that Workers' Compensation Insurance has not been included in the GITC3 Terms and Conditions. This may need to be spelt out specifically in some instances. (See user guide 13.9 for more details).

Performance Guarantee (Clause 13.10)

Performance Guarantee to secure pre-payments

If required, refer to the attached performance guarantee.

Financial Undertaking (Clause 13.14)

Requirements for Financial Undertaking to secure pre-payment

If required, refer to the attached financial undertaking.

Superseded

Acceptance testing (Clause 15)

Is Acceptance testing required?
(Clause 15.1)

If yes, continue to fill in the following details under this heading.

Services or Products to be tested before Acceptance
(Clause 15.2, 15.3)

State the Service/Product required to be tested.

Tests (Clause 15.2)

Insert details of the types of tests to be performed including:

- *the test plan;*
- *method of testing;*
- *pass/fail criteria*
- *when test details will be supplied*
- *who will provide what testing equipment*
- *when the tests will be performed and completed and*
- *who will test the Product or Service.*

Certificate of Acceptance
(Clause 15.5)

Insert details as to when the certificate will be produced and by whom (See Certificate of Acceptance at the end of the Contract Details).

Personnel (Clause 18)

Resources provided	<i>State the Personnel resources to be provided by the Contractor.</i>
Specified Personnel (Clause 18.3)	<i>Insert details of any Specified Personnel to be provided by the Contractor (including their specific roles) and requirements for security checks etc.</i>
Access to Customer's premises (Clause 18.2.4)	<i>State any limitation of access to the Customer's premises for the Contractor's Personnel.</i>
Customer resources (Clause 14.2)	<i>Detail any resources provided by the Customer for the use of Personnel and at what cost to the Contractor.</i>
Safety (Clause 18.2.3)	<i>Insert a reference to any Customer safety procedures that may apply to the Contract. (Hint: these can range from a smoke free work place, ergonomic requirements, special clothing, any other special OH&S issues such as disposal of ozone depleting chemicals, use of equipment that does not comply with standards etc.)</i>
Security (Clause 18.2.3)	<i>Insert a reference to any Customer security procedures that apply to the Contract. (Hint: these can range from access to premises, building security, network security etc.)</i>

Superseded

Non-disclosure (Clause 19)

Privacy procedures (Clause 19.1 & 19.2)	<i>If applicable clearly state limitation for the disclosure of information. Set out the types of information marked as confidential. (Note: see Deed of Confidentiality attached to the Contract Details) by the Customer</i>
Deed of Confidentiality (Clause 19.2)	<i>The deed may be signed by the Contractor's staff and sub-contractor's staff who are authorised to have access to the Customer's confidential information (See Deed of Confidentiality attached at the end of the Contract Details).</i>

Intellectual Property Rights (Clause 20)

(Hint: You may require a combination of the following).

Owned by the Customer (Clause 20.1.1)	<i>Fill this in if the Customer does own the Intellectual Property Rights produced under the Contract. List the Intellectual Property affected.</i>
Owned by the Contractor (Clause 20.1.2)	<i>Fill this in if the Customer does not own the Intellectual Property Rights produced under the Contract. List the Intellectual Property affected.</i>
Pre-existing Intellectual Property (Clause 20.2.2)	<i>Specify any other exploitation rights.</i>

Arbitration (Clause 22.4)

Parties agree to submit to arbitration

Fill this in if both parties agree to arbitrate rather than litigate any dispute. Insert details of preferred arbitrator, if possible, or means to determine a suitable arbitrator (eg 'at the nomination of the Institute of Arbitrators & Mediators, WA Chapter in the jurisdiction named in clause 26.6' ie the jurisdiction whose law governs this Contract.)

Rebate (Clause 22.7)

Details of any rebate

*Insert details of any rebate for small defaults, if parties want to quantify an amount.
(Hint: it may also be useful to provide for a bonus for achievement of certain service standards)*

Liability (Clause 23)

Details of liability

A liability cap can be placed on a Contract. This should not be applied to the areas listed in clause 23.2.1 to 23.2.4. If liability is capped, the dollar value must be entered in this section.

Sub-Contractors (Clause 26.1)

Sub-Contractors approved by the Customer

Insert details of any subcontractors approved by the Customer.

Archives and Record Keeping (Clause 4.2.2, 11.1.2, 9.2.1, 10.3.1 & 13.2.1)

Superseded

*Insert details of any approved procedures for the keeping and transfer of records.
(Hint: this can be particularly important when the Contractor is providing facilities management services, or where Intellectual Property Rights are being given to a Contractor.)*

Additional conditions (Clause 31)

Set out any conditions that are additional to the terms and conditions of this Contract.

Customer's signature

Name

Insert the name of the signatory.

Position

Insert the position held by signatory.

Signature and Date

Witness

Name

Insert the name of the witness.

Position held

Insert the position held by the witness.

Signature and date

_____ / /

Contractor's signature

Name *Insert the name of signatory.*

Position *Insert the position held by signatory.*

Signature and Date _____ / /

Witness

Name *Insert the name of the witness.*

Position held *Insert the position held by the witness.*

Signature and date _____ / /

Sales Tax Exemption

I hereby declare that the Services and Products required to be supplied in accordance with this Order are free from sales tax as they are for use by [insert the name of Customer]

Authorising officer *Insert the name of the authorising officer.*

Position *Insert the position held by the authorising officer.*

Signature and date _____ / /

Superseded
