

Attachment to QPS Purchase Order No *****			SCHEDULE C1 GENERAL ORDER
No.	Reference Clause No.	General Order Reference Clause	General Order Details
C1.1		Agreement Number	Q-
C1.2	1.1	Customer	The State of Queensland acting through the Queensland Police Service of Brisbane, Queensland, and any entity owned or controlled by the Queensland Police Service.
C1.3		Ordering Officer	Name of Procurement Delegate for Manager Logistics Branch Queensland Police Service Address BRISBANE Q 4001 Telephone: 07 *** **** Facsimile: 07 *** **** Email: QPSProcurement@police.qld.gov.au
C1.4		Officer Receiving the Invoice	Name Branch Queensland Police Service Address BRISBANE Q 4001 Telephone: 07 *** **** Facsimile: 07 *** ****
C1.5	1.1	Contractor	(a) Company Name ACN/ABN: *** (b) Company Representative Street Address CITY STATE POSTCODE Telephone: 07 *** **** Facsimile: 07 *** ****
C1.6		Delivery Address	Site Name Queensland Police Service Delivery Address BRISBANE Q 4001
C1.7	1.1	Business Day	A Business Day consists of a minimum of eight (8) hours. QPS expects that an average of eight (8) hours per day will be maintained throughout the duration of the Contract. On occasion, the Specified Personnel may be required to work in excess of eight (8) hours a day, in periods of peak activity. Special leave considerations for extreme circumstances may be negotiated with Team Leader/Manager, Section .
C1.8	1.1	Contract Period	Refer to Module Order MO8
C1.9	1.1	Contract Price	Refer to Module Order MO8
C1.10	1.1	Contract Specifications	The Contract Specifications for the Contracting Services are those contained in the Queensland Police Service Invitation to Offer No. QPS**-*** and Company's Offer dated ***.
C1.11	1.1	Deliverables	ICT Contracting Services to be further specified in Module Order MO8.
C1.12	1.1	Price	(a) A price set out in the Official Order is fixed.

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			(b) The Contractor may not increase the price of a Contracting Service at any time during the term of the Customer Contract.
C1.14	1.1	Services	Contracting Services in the role of <i>name of role</i> in accordance with Schedule S2 <i>GITC V5.02</i>
C1.15	1.1	Site	Refer to C1.6
C1.16	1.1	Specified Personnel	<p>The Contractor must use its best endeavours to ensure that the Specified Personnel are retained for the entire period specified in the Module Order.</p> <p>Unless otherwise agreed by the Customer, the Contractor must not permit the transfer of any of the Specified Personnel to, or the employment of any of the Specified Personnel by, a related entity (as defined in the Corporations Act) or any sub-contractor.</p> <p>Unless otherwise agreed by the Customer and to the extent that is reasonably possible, the Contractor must provide the Customer <i>with 4 (four) weeks notice (modify to suit length of engagement)</i> of an unplanned change to the Specified Personnel (e.g. as a consequence of maternity leave). In an unplanned change to the Specified Personnel, an orderly handover must occur with at least one week of elapsed time during which both the incoming and outgoing members of the Specified Personnel are engaged on the Customer's business.</p> <p>In respect of the one week handover period described above, the Contractor may not make any charge for the one week of time spent on the handover by the replacement member of the Specified Personnel.</p>
C1.20	2.0	Formation of Contract	<p>The documents which are to be incorporated into the Customer contract include:</p> <ul style="list-style-type: none"> • <i>Letter of Acceptance dated *****</i> • QPS Official Purchase Order No 45000***** • Schedule C1 – General Order • <i>Module Order MO8 – ICT Contracting Services</i> • Schedule S2 - Project Implementation and Payment Plan • Schedule S6 – Deed of Confidentiality • Schedule S10 – Deed of Privacy • Queensland Police Service Invitation to Offer Number ***** • *****'s Offer response dated ***** <p>(a) Additional Provisions -</p> <p><i>INSERT ANY OF THE FOLLOWING, IF APPLICABLE:</i></p> <p><i>ON CALL ALLOWANCE:</i> <i>This role requires the Specified Personnel to be on-call outside of normal business hours (Monday – Friday 6.00am</i></p>

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			<p>to 6.00pm, excluding public holidays). This is on a rotational basis averaging one week in every four weeks. A single allowance is paid per period (not per hour) for on-call. There are three (3) on-call allowances. These allowances are based on different working time frames and are outlined below:</p> <p>(a) \$***** for being on-call through the whole of Saturday, Sunday or a public holiday – in respect of such instances;</p> <p>(b) \$***** for being on-call during the night only of a Saturday, Sunday or a public holiday – per night; and</p> <p>(c) \$***** for being on-call on any other night – per night.</p> <p>If the Specified Personnel is not required to respond to a support call during the on-call period, only the allowance will be paid for that period.</p> <p>If the Specified Personnel is required to respond to a support call, the hours worked will be paid at the Specified Personnel's hourly rate plus the single allowance for that period. For work conducted on-site, a minimum of two hours (four hours for public holidays) will be awarded. Travel time shall only be paid if the total time (hours worked plus travel) exceeds two hours.</p> <p>In all cases, the on-call allowance and hourly charges must be invoiced separately from the weekly timesheets. The on-call charges will not apply against the Contract.</p> <p>QPS ON-CALL RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Schedule the on-call roster in advance and in consultation with on-call staff to ensure availability (average of 1 in every 4 weeks) • Provide equipment and software necessary to perform on-call duties <p>SPECIFIED PERSONNEL ON-CALL RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Participate in on-call duties on a rostered-basis • Be fit and proper to perform required duties • Respond within 30 minutes of receiving a request • Attend on-site, if and when necessary, within one hour
			<p>AWARENESS OF POLICY DOCUMENTS: <i>(Internal Prompt: for all professionals, except those interacting with STRATEGIC ACQUISITION SECTION see below)</i></p> <p>In order for the Specified Personnel to successfully provide the services to be performed under this Contract, it will be necessary for the Specified Personnel, before commencing work, to make himself (herself) aware of the provisions of all Queensland State Government and Queensland Police Service (QPS) policies applicable to the field in which he (she) will be working, including the QPS Code of Conduct (section 17.1 of the QPS Human Resource Management Manual). The Specified Personnel shall conduct his (her)</p>

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			<p><i>activities under this Contract in strict compliance with the provisions of these policies.</i></p> <p>OR</p> <p>AWARENESS OF POLICY DOCUMENTS: (Internal Prompt: for professionals interacting with Strategic Acquisition Section)</p> <p><i>In order for the Specified Personnel to successfully provide the services to be performed under this Contract, it will be necessary for the Specified Personnel, before commencing work, to make himself (herself) aware of the provisions of all Queensland State Government and Queensland Police Service (QPS) policies applicable to the field in which he (she) will be working, including the QPS Code of Conduct (section 17.1 of the QPS Human Resource Management Manual).</i></p> <p><i>Under this Contract it will also be necessary for the Specified Personnel to make himself (herself) aware of the provisions of the State Procurement Policy, the Government Information Technology Contracting Framework Version 5.02, the Queensland Government Information Standards, the Government's SME Participation Scheme, the QPS Procurement and Contracts Policy (chapter 3 of the QPS Administration Manual). The Specified Personnel shall conduct his (her) activities under this Contract in strict compliance with the provisions of the aforementioned policy documents.</i></p> <p><i>Specify the net proportion (%) of the contract which is to be paid to SMEs (small to medium enterprises).</i></p>
		SME Participation Level	
C1.22	5.1	Minimum Insurance Requirements	Minimum GITC insurance requirements apply.
C1.25	5.4	Confidentiality	No member of the Contractor's staff, or any member of a sub-contractor's staff, may disclose any information regarding the Customer Contract, unless that person has been authorised in writing by the Delegate on behalf of the Customer – refer Schedule 6 Deed of Confidentiality GITC V5.02.
C1.26	5.6	Secrecy and Security	<p>From time to time, the QPS may issue an instruction concerning secrecy and security.</p> <p>No member of the Contractor's staff, or any member of a sub-contractor's staff, may access a computer information system operated by the QPS or any data associated with a computer information system operated by the QPS unless that person has been authorised in writing by the Delegate to access that computer information system or data.</p> <p>The Contractor or Specified Personnel must comply with any additional security requirements specified by the QPS from time to time, but if such a requirement imposes additional cost on the Contractor, the Contractor and the QPS shall negotiate in good faith appropriate compensation for the additional cost.</p>
C1.27	5.5	Privacy and Disclosure of Personal Information	Where required by the Customer, the Contractor or the Specified Personnel shall execute a Privacy Deed Schedule 10 GITC V5.02.

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			<p>The Contractor shall comply with Parts 1 and 3 of Chapter 2 of the <i>Information Privacy Act 2009</i> and shall comply with <u>Appendix A – Information Privacy</u>.</p> <p>For the purposes of this Contract any references to the <i>Information Privacy Act 2009</i> (including <i>IP Act</i> or <i>IPA</i>) shall be construed to mean the <i>Information Privacy Act 2009</i>.</p>
C1.28	6.1	Intellectual Property Rights	Intellectual Property Ownership – Model 1 Option A. Refer Schedule C2 Part 2 Customer Contract Provisions GITC V5.02.
C1.29	7.1.4	Liability	<p>(a) Those liabilities that are not to be excluded as indirect or consequential loss, shall be limited per occurrence to \$1,000,000.00 or three (3) times the amount payable by the Customer (including GST) under the Contract, whichever is greater, except in relation to:</p> <ul style="list-style-type: none"> • personal injury (including sickness and death); • loss of, or damage to, tangible property; • under the Intellectual Property Rights and Moral Rights Indemnities, (clause 6.5); or • under an indemnity provided by a Party under clause 7.2, <p>With respect to the above clause, 'occurrence' means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be. In accordance with GITC Part 2 Clause 7.1</p>
C1.30	7.2.3	Indemnity	(a) Indemnity remains uncapped for both parties.
C1.36	9.1	Compliance with Laws, Standards and Codes	<p>In performance of the Customer Contract the Specified Personnel must comply with:</p> <ul style="list-style-type: none"> • all Information Management policies, standards and codes utilised by the Customer. • the Customer's security and workplace health and safety regulations.
C1.41	11.3	Customer Contract Review Procedures	Performance Reviews to be conducted in accordance with Contract deliverables – refer GITC Schedule S2 V5.02.
C1.42	11.4	Project, Implementation and Payment Plan	In accordance with GITC Schedule S2 V5.02.
C1.49	12.6	Documentation	<p>Unless specified to the contrary in the Customer Contract, the Customer has an unrestricted right to copy for its own use all Documentation and Contract Material supplied under the Customer Contract.</p> <p>The Customer has an unrestricted right to copy new Contract Material.</p> <p>Documentation and Contract Material produced in accordance with this General Order must be provided in both hard copy and an electronic copy capable of being read using Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project Professional 2002 or Adobe Acrobat 4.0 (as appropriate). To</p>

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			<p>accommodate changes to the Customer's operating environment, at the Customer's discretion, the Customer may direct the Contractor to provide the information and Contract Material in electronic copies capable of being read in new releases of Microsoft Word, Microsoft Excel, Microsoft Project or Adobe Acrobat (as appropriate).</p> <p>On any hard copy or electronic copy of the Documentation supplied by the Contractor under the Customer Contract, the Contractor must clearly identify the release version and release date of the Documentation.</p> <p>Documentation supplied under this Contract, must be fit for purpose, complete, accurate, unambiguous, precise, concise and written in the English language. All Documentation must contain a table of contents and an index. Documentation must avoid the use of jargon and must contain a glossary of technical terms.</p>
C1.52	13.1	Payment of Contract Price	<p>The Customer shall, subject to the terms and conditions contained in Clause C1.53 of the Customer Contract, pay the Contractor the Contract price in the amounts and at the times specified in the General Order and Module Order MO8.</p> <p>Payment will be made to the Contractor via cheque or electronic funds transfer.</p>
C1.53	13.2	Invoices and Time for Payment	<p>(a) Not applicable</p> <p>(b) The Contractor is to submit correctly rendered tax invoices on a fortnightly basis together with approved timesheet endorsed by the Contractors and Customers authorised representatives.</p> <p>(c) Payment will occur in net 30 days upon receipt of a correctly rendered tax invoice.</p> <p>(d) The Contractor must include the QPS Official Purchase Order Number on all invoices.</p>

C1.55	17.8	Notices	<p>(a) Delegate or Representative for receipt of Notices:</p> <p>Contractual Matters: Manager, Logistics Branch Queensland Police Service GPO Box 1440 BRISBANE QLD 4001 Telephone: 07 3364 6811 Facsimile: 07 3364 4779</p> <p>Technical Matters: Name, Section/Branch Queensland Police Service Street Address BRISBANE QLD 4001 Telephone: 07 *** ** Facsimile: 07 *** **</p> <p>(a) Details of Contractor for receipt of Notices:</p> <p>Company Representative Name Company Address CITY STATE POSTCODE Telephone: 07 *** ** Facsimile: 07 *** **</p>
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The Parties to this Customer Contract have executed the Customer Contract on the dates set out below.

EXECUTED AS A CUSTOMER CONTRACT

EXECUTION BY GOVERNMENT PARTY:

Signed
for and on behalf of the **State of Queensland** (acting through)

.....
(insert name of Department)

by
.....
(insert name of Customer representative)

this..... day of200

In the presence of:
.....
(insert name of witness)

.....
(signature of Customer representative)

.....
(signature of witness)

EXECUTION BY CONTRACTOR:

Signed
for and on behalf of
.....
(insert Contractor's name; ACN and ABN)

in accordance with s.127 of the Corporations Act 2001 (Cth)

this..... day of200

by
.....
(insert name of Director)

in the presence of
.....
(insert name of witness)

.....
(signature of Director)

.....
(signature of witness)

Where an attorney or other agent executes this Customer Contract on behalf of a Contractor, the form of execution must indicate the source of this authority and such authority must be in the form of a Customer Contract and a certified copy thereof provided to the Customer.