

**OFFICIAL ORDER NO. ....**  
**ISSUED PURSUANT TO THE GITC HEAD AGREEMENT WITH THE CONTRACTOR**

*Delete or clarify which items are not to apply*

- A. Types of Products/Services Ordered**  
 (i) Software Licence; and/or (ii) Software Development; and/or (iii) Software Support

**B. Official Order Detail**

**Part I - General Details**

Item No.	Order Details	GITC Clause Ref.	Response to Order Details
1.	GITC Agreement Number	1.1	
2.	Customer	1.1	
3.	Contractor	1.1	
4.	Officer to Receive Invoice	42.4(e)	
5.	Delegate	1.1	The Customer's IT Manager or as otherwise nominated by the Customer.
6.	Diary	51.13	Not Applicable
7.	Payment (Product)	42.1	Due on AAD.
8.	Terms of Payment	42.3	30 Days after receipt of a correctly rendered invoice.
9.	Future Payment	45.2	Clause 7 applies.
10.	Travel Expenses	46	Not applicable.
11.	Credit Card Facility	20	Not applicable.
12.	Unconditional Financial Undertaking	47.1	Not applicable.
13.	Performance Guarantee	48.1.	Not applicable.
14.	Insurance Requirements	49.1	Not applicable.
15.	Joint Insurance	49.2	Not applicable.
16.	Confidential Information	19.4	Not applicable.
17.	Secrecy and Security	74	As notified by the Customer to the Contractor from time to time.
18.	Liquidated Damages	69.1	Not applicable.
19.	Contractor Management Services	51.4	Not applicable.
20.	Management Committee	51.5 51.7	Not applicable. Not applicable.
21.	Staged Implementation and Termination	77.1	Not applicable.
22.	Notices	83.1 83.2	Standard provision applies.
23.	Limitation of Liability	68.4	Not applicable.

24.	Additional Conditions	84	<p>1.1 Parties may disclose</p> <p>Despite any confidentiality or Intellectual Property Right subsisting in the Contract or an annexure or attachment to it, either Party may publish, without reference to the other, all or any part of the Contract, except those parts, of the Contract identified in any schedule to the Contract which has been added to identify those parts which have been exempted by the Crown Contracts Confidentiality Standing Committee from the Crown's policy on the disclosure of information in Government contracts ("Confidential Material").</p> <p>1.2 Limited confidentiality</p> <p>(a) The Crown Contracts Confidentiality Standing Committee has determined that the Confidential Material is exempt from the Crown's policy on disclosure of information in Government contracts.</p> <p>(b) The Parties must maintain confidentiality of the Confidential Material for the period of the exemption, so far as the law allows, except to the extent that:</p> <p>(i) the Confidential Material is available to the public generally, other than by breach of the Contract;</p> <p>(ii) a law requires a Party to file, record or register something that includes Confidential Material;</p> <p>(iii) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;</p> <p>(iv) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;</p> <p>(v) it is necessary to disclose the Confidential Material in answer to a question asked of a Minister of State in the Tasmanian Parliament or otherwise to comply with a Minister's obligations to the Tasmanian Parliament;</p> <p>(vi) the Confidential Material is disclosed confidentially to a Party's professional advisers:</p> <p>(A) to get professional advice about the Contract; or</p> <p>(B) to enforce the Contract; or</p> <p>(vii) the Parties agree otherwise in writing.</p> <p>1.3 Contractor must not disclose other material</p> <p>Subject to clause 1.1 above, the Contractor must not publicly disclose, or use for a purpose other than the Contract, any information or material acquired or produced in connection with, or by performing, the Contract, including CSI or Contract Material ("Private Material"), without the Customer's prior written consent, except to the extent that:</p> <p>(a) the Private Material is available to the public generally, other than by breach of the Contract;</p> <p>(b) a law requires the Contractor to disclose, file, record or register something that includes Private Material;</p>
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			<p>(c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;</p> <p>(d) it is necessary or advisable to disclose the Private Material to a taxation or fiscal authority;</p> <p>(e) the Private Material is disclosed confidentially to professional advisers:</p> <p>(i) to get professional advice about the Contract; or</p> <p>(ii) to enforce the Contract; or</p> <p>(iii) the Parties agree otherwise in writing.</p> <p>1.4 Employees to comply</p> <p>The Parties must ensure that their respective employees who have access to Confidential Material, are aware of, and comply with, all confidentiality obligations affecting it.</p> <p>1.5 Privacy obligations preserved</p> <p>Nothing in this clause derogates from a Party's obligations under the <i>Personal Information Protection Act 2004</i> (Tas) or the <i>Privacy Act 1988</i> (Cwlth).</p>
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Delete or clarify if this Part is not relevant

**Part II - Software Licence Details** (if applicable)

25.	Licensed Software	1.1	The Software to be licensed is as follows:-  The fees to be paid for the Licensed Software:
26.	Contractor's Specifications	1.1	All specifications communicated to the Customer and all current applicable published specifications.
27.	Customer's Functional Specifications	10	All written specifications provided by the Customer to the Contractor.
28.	Class of Licence	105.2	The class of licence is [            ]
		105.3	The number of copies of the Licensed Software available to the Customer will be:
		106	The period of the licence shall be:-
29.	Supply	107.1	Number of copies is [            ]
		41.1	Medium is to be [            ]
30.	Documentation	64.1	One copy (hard copy and disc.).
		64.2	As agreed between the Parties.
31	Warranty Period (Licensed Software)	1.1	90 days from the AAD.
32.	Training	65	Not applicable
33.	Location	1.1	The Licensed Software is to be operated at the following places:-

34.	Designated Operating Environment	1.1	As specified in the Contract Specifications.
35.	Site	1.1	The Licensed Software is to be installed at:-
36.	Site Specification and Site Preparation	61.1	Not applicable.
		61.4	Customer responsible for site preparation.
37.	Access Date	1.1	
38.	Acceptance Testing (Product)		Not applicable.
	[Will Acceptance Testing be carried out]	55.1	
	[Commencement Date of Acceptance Testing]	55.13	
	[Hours of Testing during each working day]	55.15	
	[Period of Test]	55.16	
	[Testing by Contractor on Customer]	55.17	
	[Contractor supplied elements for testing]	55.30	
39.	Project, Implementation and Payment Plan	1.1	Not applicable.
40.	Escrow of Source Code	50.1	Clause 50 applies

Delete or clarify if this Part is not relevant

### Part III - Software Support Details (if applicable)

41.	Supported Software	1.1	The Licensed Software.
42.	Site (Services)	1.1	The Support Services are to be performed at:-
43.	Payment (Service) [Support Services]	42.2	The fees payable for the Support Services are due:
			The following charges shall apply:-
44.	Provision of Support Service	124	The following services will be provided:- [ ]
			The services will be provided for the following period:- [ ]
45.	Updates and New Releases	126.1	Not applicable - standard term applies. No charges shall apply.
		126.2	

Delete or clarify if this Part is not relevant

### Part IV - Software Development Details (if applicable)

46.	Project, Implementation and Payment Plan for Software Development	1.1	
47.	Site where Software Development is to be performed	1.1	The services are to be performed at:
48.	Payment for Software Development	42.2	The fees payable for the Software Development are due:
			The following charges shall apply:
49.	Contractor's Specifications for Software Development	1.1	All specifications communicated to the Customer and all current applicable published specifications
50.	Customer's Functional Specifications for Software Development	10	All written specifications provided by the Customer to the Contractor and including:

51.	Site Specification and Site Preparation for Software Development	61.1 61.4	Customer responsible for Site Preparation
52.	Access Date for Software Development	1.1	
53.	Warranty Period for Developed Software	1.1	
54.	Acceptance Testing (Developed Software) [Will Acceptance Testing be carried out] [Commencement Date of Acceptance Testing] [Hours of Testing during each working day] [Period of Test] [Testing by Contractor of Customer] [Contractor supplied elements for testing]	55.1 55.1 55.13 55.15 55.16 55.17 55.30	
55.	Customer Supplied Items (CSI)	54.1 54.2 54.11	
56.	Designated Operating Environment in which Developed Software is to be used	1.1	As specified in the Contract Specifications:- [ ]
57.	Specified Personnel	1.1 114.3	
58.	Provision of Deliverables in relation to Software Development	115.2 115.1	
59.	Methodology for Software Development Procedure	120.1	
60.	Source Code	123.1 123.2	The following Source Codes required: [ ]  Not applicable.

**C. Person who has authorised Submission of this Order**

Name: .....Title.....

Signature:.....Date: / /200

**D. List of Attachments**

The following annexures are attached:  
[Set out particulars of any annexures]

**E. Order Form Prevails**

In the event of any inconsistency between the Official Order and any document attached to or expressly incorporated as part of the Official Order the content of the Official Order shall prevail.

**F. Acknowledgment of Contractor**

The Contractor hereby accepts all aspects of the Order. In witness whereof the Contractor has signed this Order Form on the  
day of 200 ... :

SIGNED for and on behalf of the )  
Contractor by )  
(who by this execution warrants his )  
authority to so sign) in the presence of:- )

.....  
Witness

**OR**

THE COMMON SEAL of )  
[Name of Contractor and ACN] )  
has hereunto been duly affixed in )  
the presence of:- )

.....  
Director

.....  
Secretary

**G. Acknowledgement of Contract Authority (if applicable)**

The Contract Authority hereby agrees to consent to the inclusion of the Additional Conditions and agrees that to the extent of any inconsistency between these provisions and any others that these provisions shall take priority.

.....  
Director