

OFFICIAL ORDER NO. ....

## ISSUED PURSUANT TO THE GITC HEAD AGREEMENT WITH THE CONTRACTOR

## A. Types of Products/Services Ordered

Consultancy Services

## 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	
6.	Diary	51.13	
7.	Payment (Product)	42.1	
8.	Payment (Service)	42.2	
9.	Terms of Payment	42.3	
10.	Price Variations under this Contract	45.2	
11.	Travel Expenses	46	
12.	Credit Card Facility	20	
13.	Unconditional Financial Undertaking	47.1	
14.	Performance Guarantee	48.1.	
15.	Insurance Requirements	49.1	
16.	Joint Insurance	49.2	
17.	Confidential Information	19.4	
18.	Secrecy and Security	74	
19.	Liquidated Damages	69.1	
20.	Contractor Management Services	51.4	
21.	Management Committee	51.5 51.7	

22	Staged Implementation and Termination	77.1	
23	Notices	83.1	
24	Limitation of Liability	68.4	
25.	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>

		<ul style="list-style-type: none"> <li>(a) the Private Material is available to the public generally, other than by breach of the Contract;</li> <li>(b) a law requires the Contractor to disclose, file, record or register something that includes Private Material;</li> <li>(c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;</li> <li>(d) it is necessary or advisable to disclose the Private Material to a taxation or fiscal authority;</li> <li>(e) the Private Material is disclosed confidentially to professional advisers:             <ul style="list-style-type: none"> <li>(i) to get professional advice about the Contract; or</li> <li>(ii) to enforce the Contract; or</li> <li>(iii) the Parties agree otherwise in writing.</li> </ul> </li> </ul> <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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**Part II - Consultancy Services Details**

26.	Description of Consultancy Service to be provided	114.1	
27.	Acceptance Criteria for the Consultancy Service	114.1	
28.	Term of the Consultancy Service	114.2	
29.	Charges for the Consultancy Service	114.2	
30.	Deliverables	114.2	
31.	Specified Personnel	114.3	

**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