

ICT Agreement for Professional Services

This is an agreement for:

Add solution overview

to meet the following business need:

Add business need

The **agreement** is made up of:

1. the **core terms** - version 7 May 2018
2. the annexed **solution requirements** for professional services
3. any documents attached to the **solution requirements**

Any document in this list takes priority over those documents listed after it. Any terms that conflict with, or limit the operation of, a document earlier in the list will have no legal effect.

This agreement is between:

“us” the buyer

Name of buyer:	
ABN:	
Signed by buyer's authorised representative (without personal liability):	
Print name:	
Witnessed by:	
Print name:	
Date:	

“you” the supplier

Name of Supplier:	
ABN:	
Signed by supplier's authorised representative:	
Print name:	
Witnessed by:	
Print name:	
Date:	

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1. Scope of the professional services

You agree to provide the following **professional services**:

Add professional services – refer to attachment or link if required

2. Requirements

You agree to provide **professional services** in accordance with the following requirements:

Add requirements for the delivery of professional services, including an attachment or link if required – or write “Not applicable”.
Requirements documents could include specifications, methodology documentation, technical architecture documentation, designs, proposal requirements, instructions, recommendations and other supporting documentation.

3. Deliverables

As part of your **professional services**, you will provide these **deliverables**:

Deliverable	Description

4. Agreement period

You agree to provide the **professional services** from:

Start date:	
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For the agreement period: (choose option 1 or 2 and mark with an X)

<input type="checkbox"/>	Option 1:	Add agreement period
<input type="checkbox"/>	Option 2:	Until all obligations in the agreement are completed

5. Milestones

In performing the **professional services**, you agree to the following **milestones**:

Milestone	Acceptance criteria	Milestone date

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To achieve a **milestone** the **acceptance criteria** must be met by the **milestone date**, and confirmed by us in writing.

6. Project schedule

Project schedule requirements: (choose option 1, 2 or 3 and mark with an X)

<input type="checkbox"/>	Option 1:	No project schedule is required
<input type="checkbox"/>	Option 2:	You will meet the project schedule attached to this agreement
<input type="checkbox"/>	Option 3:	<p>You will provide a draft project schedule for delivery of the professional services by: insert date . The draft project schedule should align with milestones.</p> <p>We may give feedback on your draft project schedule.</p> <p>Following any amendments and our approval of the final version, you must meet that project schedule.</p>

Any changes to the project schedule will not change the **milestones**. You must meet the **milestones** unless they are changed through a variation to this **agreement**.

7. Out of scope

The following are excluded from the scope of **professional services**:

Add out of scope items if required – or write “Not applicable”
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8. Personnel

The **professional services** will be performed by:

Name	Role	Required skills and expertise

9. Subcontracting

To subcontract any significant part of the **agreement**, you must first have our consent.

To request our consent, specify the full names and roles of those subcontractors below.

Subcontractors	Role
Add name if required – or write “Not applicable”	

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10. Governance

You agree to help with our governance, including attending meetings and providing status updates on request.

11. Reporting

Add reporting requirements, for example, monthly status updates, defect reports, governance packs – or write “Not applicable”

12. Buyer dependencies

We understand that you are relying on us for the items listed below (**dependencies**):

Add dependencies if any – otherwise write “Not applicable”

If we are unable to provide or perform any or all of these **dependencies**, you are excused from performing the **agreement** to the extent that you are affected.

13. Fees options

Select an option below: (choose option 1 or 2 and mark with an X)

<input type="checkbox"/>	Option 1:	Fixed fees - see further details below under option 1
<input type="checkbox"/>	Option 2:	Capped time and materials - see further details below under option 2

If requested, you must provide documentation to show how your fee was calculated.

We will pay the fees specified below. We will also pay GST in accordance with applicable law.

Option 1: Fixed fees

For option 1, fees are payable as follows:

- the fixed fees below are the maximum amount payable by us in connection with the **professional services** and **deliverables**
- the fixed fees include all taxes, except GST
- the fixed fees include all **expenses**, unless listed in section 15 below
- where you have calculated the fixed fees based on certain **assumptions**, they must be stated below
- you can invoice us for the fixed fees after we give you written confirmation the applicable milestone has been achieved

Fixed fees payable: (complete if option 1 is selected)

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Milestone which triggers payment	Payment amount

Assumptions made in calculating fixed fees: (complete if option 1 is selected)

Add assumptions if any – otherwise write “Not applicable”

Option 2: Capped times and materials

Where fees are payable on a capped time and materials basis, you must:

- specify **estimated fees**, based on your **professional services rate card** and any **assumptions** set out below
- use your best endeavours to keep within the **estimated fees** (or any updated estimates approved by us)
- only charge for time spent in providing the **professional services** and **deliverables** and any other tasks requested by us
- not charge for time spent in account or relationship management and related functions
- submit a time summary to us for each of the personnel charged on a weekly basis, or as otherwise agreed
- notify us promptly if your **estimated fees** may be exceeded, or if you become aware any of your **assumptions** are incorrect
- invoice us following the end of each month the **professional services** and **deliverables** are provided

We will not pay any fees that exceed your **estimated fees**, except where we approve updates to your **estimated fees** in writing.

Estimated fees payable: (complete if option 2 is selected)

Assumptions made in calculating estimated fees: (complete if option 2 is selected)

Add assumptions if any – otherwise write “Not applicable”

14. Professional services rate card

Please provide your **professional services rate card** below:

Add rate card

15.Expenses

You can only claim expenses:

- within the scope set out below
- with our prior written approval
- in accordance with our expense policy
- without any profit margin or mark-up
- if you provide copies of all receipts

Add the scope of expenses for approval – otherwise write “Not applicable”

16.Intellectual property rights

New materials

Under the **core terms**, any **new materials** you create are owned by you and licensed to us - unless alternative arrangements are included here in the **solution requirements**.

For **professional services** the following alternative arrangements apply:

- all **deliverables** you develop and provide to us are part of our confidential information and will be owned by us from the time they are created
- where any **deliverables** incorporate your **existing materials**, you license us to use those **existing materials** on a perpetual, non-exclusive, royalty-free basis as part of the **deliverables**

Exceptions

As an exception, we will not own the following **deliverables**, but you license us to use them for any purpose other than commercial exploitation:

Add details of any deliverables owned by the Supplier and licensed to the Buyer – or write “Not applicable”

17.Relevant policies and standards

You must comply with the following policies and/or standards relevant to the **professional services**:

Add relevant policies and standards – or write “Not applicable”

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ICT accessibility

Under the **core terms**, all solutions must meet Accessibility Standard AS EN 301 549. By exception, you do not need to comply with those accessibility requirements for the following items:

Add details of any exceptions relating to the accessibility requirements. If there are no exceptions, write “Not applicable”
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18. Insurance

You must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:

- public liability insurance with an indemnity of at least \$5 million in respect of each claim, to be held for the **agreement period**
- product liability insurance with an indemnity of at least \$5 million for the total aggregate liability for all claims, to be held for the **agreement period**
- workers’ compensation insurance in accordance with applicable laws
- professional indemnity insurance of \$1 million for all claims made by us, to be held for the **agreement period** and for at least four years after the end of the **agreement**

19. Your contact person for notices and any issues relating to this agreement

Name:	
Role:	
Phone:	
Email:	
Address:	

20. Our contact person for notices and any issues relating to this agreement

Name:	
Role:	
Phone:	
Email:	
Address:	

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Add attachments if required

You may attach responses to the information requested in the **solution requirements** where additional space is required to complete those details.

Where you add additional terms, they will have no legal effect where:

- they conflict with, or limit, the operation of the **core terms** or **solution requirements**
- they relate to or expand on areas of law that are addressed in the **core terms** or **solution requirements**
- or they have the effect of increasing the scope of our legal obligations to you – including any additional liability, indemnities or payment obligations. By exception, you may add terms which contain reasonable obligations or restrictions relating to our use of the solution.