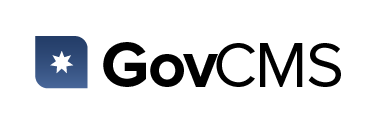
[](https://www.govcms.gov.au/)

GovCMS Drupal Services Panel - Contract Order Form (v.1.3)

In accordance with the Head Agreement between the Commonwealth of Australia, represented by the Department of Finance (ABN 61 970 632 495), and   
***[Insert name and ABN]*** (**Contractor**), the Agency (described in Item 1 below) places this Contract Order Form to enter into a Contract for the Drupal Services described below in accordance with the terms and conditions described in the Head Agreement.

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| **Finance Use Only:**  All draft Contracts must be sent to [GovCMS@finance.gov.au](mailto:GovCMS@finance.gov.au) for review and approval prior to the Contract being executed.  Until approved by Finance **this is** **not a valid contract.** | |
| **Approved by:** |  |
| **Date:** |  |

Parties to the Contract

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|  | **Agency:** | *[Insert Agency name.]*  *[Insert Agency name]* |
|  | **Agency Representative and Address for Service (clauses 37 and 38 of the Head Agreement):** | **Agency Representative:**  *Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode]*  *Address for Notice: [Insert alternative address if different from the above address] Email: [Insert email address] Telephone: [Insert telephone number, including area code] Mobile: [Insert mobile number] Facsimile: [Insert facsimile number, including area code]* |
|  | **Contractor:** | *[Insert Contractor's name.]* |
|  | **Contract Representative (Key Persons) and Address for Services (clause 13 of the Head Agreement and clause 7.6 of Attachment 2 to Module 1 and clauses 37 and 38 of the Head Agreement):** | **Contract Representative:**  *Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode]*  *Address for Notice: [Insert alternative address if different from the above address] Email: [Insert email address] Telephone: [Insert telephone number, including area code] Mobile: [Insert mobile number] Facsimile: [Insert facsimile number, including area code]* |

Contractual Details

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|  | **Head Agreement Number:** | *[To be supplied by Finance prior to the Agency entering into a Contract]* |
|  | **GovCMS Drupal Services Contract Identifier:** | *[To be supplied by Finance prior to the Agency entering into a Contract]* |  |
|  | **Contract Start Date (clause 6.1 of the Head Agreement):** | *[Insert date the Contract is due to start e.g. dd/mm/yyyy; otherwise insert 'On execution by both parties'.]* |
|  | **Initial Contract Period (clause 6.1 of the Head Agreement):** | *[Insert period of time for which the Contract will run prior to any extensions.]* |
|  | **Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):** | *[Insert any period of time for which the Contract might be extended by the Agency.]* |
|  | **Project Description:** | *[Describe the requirements of the project, whether there is an existing website, what is the purpose for this project, is data to be migrated and how, the size of the website, who is going to use it.]* |

Agency Related Details

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|  | **Agency Purchase/Contract Order Number:** | *[Insert Agency's Purchase/Contract Order Number.]* |
|  | **Agency website:** | *[Insert Website URL or project name]* |
|  | **Hosting arrangements:** | *[Insert govCMS SaaS | govCMS PaaS | Other]*  *[Agency must specify what hosting arrangement is being used (if govCMS SaaS, govCMS PaaS, or a non-govCMS hosting provider) and where applicable, that they have an active subscription for the relevant package, for the purposes of SOR clauses 9, 10, 24, 27.]* |
|  | **GovCMS Subscription Number:** | *[Insert the govCMS MOU number or Subscription Number]* |
|  | **Project Go-live Date:** | *[Insert date website is required, e.g. dd/mm/yyyy]* |

Deliverables

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|  | **Deliverables (clause 8 of the Head Agreement, Part B of Attachment 2 to Module 1 (Drupal Services):** | *[Describe the Drupal Services required in a manner consistent with the Statement of Requirement and the Product and Service Catalogue. The Drupal Services description should describe the specific Drupal Services required, specifications, where the work for the Drupal Service will be undertaken (including details of an overseas location), any Milestones for delivery and installation dates, requirements for site preparation, any additional transition out requirements and any implementation activities or services including timelines etc. Insert the performance or quality requirements for the Drupal Services and/or any specific outcomes required to be met for the Drupal Service.]* |

1. **Pricing**

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| **Item as per vendor’s Category 1 or Category 2 from the Drupal Services Panel “Products and Services Guide”** | **Quantity** | **Unit Cost as per Products and Services Guide** | **Total Cost** | **Cost to Agency inc any discount** |
| *(e.g. Drupal theme builder)* | *(20 days)* | *($800/day)* | *($16,000)* | *($12,000)* |
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|  |  |  |  |  |
| *Sub-total ex-GST* | | | |  |
| *6% govCMS Admin Panel Fee ex-GST (only applies if passed on by vendor)* | | | |  |
| *Total ex-GST* | | | |  |
| *Total inc-GST 10%* | | | |  |

Financial Terms

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|  | **Travel and Disbursements (Part C of Attachment 2 to Module 1):** | *[Insert details of any approved travel and disbursements or insert 'Not Applicable'.]* |
|  | **Payment of Charges (clause 11 of the Head Agreement):** | *Attention: [Insert]*  *Address: [Insert address, including postcode]*  *[Specify preferred method for payment of Charges – e.g. electronic transfer and include bank details.]*  *Account Name: Bank/Branch: BSB number Account number:* |

Contract Terms

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|  | **Subcontractors (clause 14 of the Head Agreement):** | *[Insert Approved Subcontractors that are subject to clause 14 of the Head Agreement.]* |
|  | **Documentation (clause 14 of Attachment 2 to Module 1):** | *As per clause 14 of the Module Specific Terms for Module 1.*  *[Add any details of Documentation to be supplied by the Contractor in addition to the Documentation required under clause 14 of the Module Specific Terms.]* |
|  | **Agency Supplied Items (clause 20 of Attachment 2 to Module 1):** | *[Insert details of any Agency Supplied Items to be provided to the Contractor. Otherwise insert 'Not Applicable'.]* |
|  | **Agency Assistance and responsibility for preparation of the premises/facilities (clause 20 of Attachment 2 to Module 1):** | *[Insert details of any access to Agency sites, accommodation, facilities, equipment, furnishings, fixtures, support and other assistance to be provided to the Contractor.]*  *[Insert details of the Agency's obligations for the preparation of its premises and / or facilities.]* |
|  | **Project Management (clause 18.2 of Attachment 2 to Module 1):** | *[Specify the details of any project management services required.]* |
|  | **Standards and Codes (clause 17 of Attachment 2 to Module 1):** | *[Insert any additional specific standards for the supply of a Drupal Service including industry codes or best industry practice methodologies; otherwise insert 'Not Applicable'.]* |
|  | **Agency and Contractor Confidential Information (clause 16 of the Head Agreement):** | *[Insert.]* |
|  | **Intellectual Property Rights (clause 15 of the Head Agreement and clause 11 of Attachment 2 to Module 1):** | *In accordance with clause 15 of the Head Agreement and clause 11 of Attachment 2 to Module 1.* |
|  | **Reporting (clause 28 of the Head Agreement, clause 19 of Attachment 2 to Module 1 and clauses 15 to 17 of the Statement of Requirements):** | *[Insert any Agency-specific reporting required by the Agency and the applicable timeframes.]* |
|  | **Security requirements including compliance with the ISM and PSPF (clause 23 of the Head Agreement and 15 of Attachment 2 to Module 1):** | *[Insert any additional security requirements, such as whether the Contractor will require security clearances.]* |
|  | **Data Protection (clause 15.14.1.3 of Attachment 2 to Module 1):** | *[Insert 'Required' if the Contractor is to provide to Finance and the Agency on request an audit log of access to Agency Material OR insert 'Not applicable'.]* |
|  | **Technology threats (clause 15.2 of Attachment 2 to Module 1):** | *[Insert details of the parties' obligations in relation to technology threats.]* |
|  | **Open Source Software (clause 12.7 of Attachment 2 to Module 1):** | *[Insert details of any alternative options for the provision of an IP register and whether the final payment is not subject to the provision of this register OR insert 'Not applicable'.]* |
|  | **Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):** | *[Insert agreed Acceptance arrangements (including timeframes) or specify any Drupal Services that are not subject to Acceptance.]* |
|  | **Service Levels and Service Credits (clause 12 of the Head Agreement and clause 21 of Attachment 2 to Module 1):** | *[Insert details of any Service Levels including what will be measured, when and how it will be measured, who is responsible for measuring it, and the consequences of a failure to meet the Service Level.]* |
|  | **Service Credits (clause 12 of the Head Agreement):** | *[Insert any Agency-specific Service Credits applicable for failure to meet the Service Level specified above.]* |
|  | **Liability Cap (clause 25 of the Head Agreement and clause 24 of Attachment 2 to Module 1):** | *As per clause 24 of Attachment 2 to Module 1.*  *[OR insert details of alternative agreed liability cap e.g. three times the total value of the Contract (excluding GST).]* |
|  | **Additional Insurance Requirements (clause 19.1.1(e) of the Head Agreement):** | *[Insert any additional insurance requirements, or insert 'As per the Head Agreement requirements'.]* |
|  | **Additional warranties (clause 18 of the Head Agreement):** | *[Insert any additional warranties for the Drupal Service. Otherwise insert 'Not Applicable'.]* |
|  | **Indemnity (clause 26 of the Head Agreement):** | *As per clause 26 of the Head Agreement*  *[OR specify whether clause 26 of the Head Agreement does not apply and insert details of Contractor indemnity if different.]* |
|  | **Other:** | *[Insert details of any special conditions or amendments approved by Finance.]* |

**EXECUTED AS AN AGREEMENT**

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| **Executed as an agreement** for and on behalf of ***[insert name of Agency]*** (ABN *[insert ABN of Agency]*) by its duly authorised delegate: | In the presence of: |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Signature of delegate | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of witness |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of delegate (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of witness (print) |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Date | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date |
| **Executed as an agreement** by *[Insert Contractor name and ABN]*by the following persons in accordance with section 127 of the *Corporations Act 2001*(Cth): | In the presence of: |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Signature of Director | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of Director/Company Secretary |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of Director (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of Director/Company Secretary (print) |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Date | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date |

**(OR)**

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| **Executed as an agreement** for and on behalf of ***[insert name of Contractor]*** (ABN *[insert ABN of Contractor]*) under power of attorney dated *[insert date of power of attorney]*: | In the presence of: |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Signature of Attorney | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of witness |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of Attorney (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of witness (print) |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Date | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date |

*[****Note:*** *A copy of the power of attorney pursuant to which this Contract Order Form will be executed will need to be provided.]*

**OR**

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| **Executed as an agreement** for and on behalf of ***[insert name of Contractor]*** (ABN *[insert ABN of Contractor]*) by its duly authorised representative: | In the presence of: |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Signature of authorised representative | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of witness |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name and position of authorised representative (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of witness (print) |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Date | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date |