

|  |
| --- |
| Customer Service Agreement**CUSTOMER SERVICE AGREEMENT****STATE PURCHASE CONTRACT****AGREEMENT FOR THE SUPPLY OF END USER COMPUTING** |
|

|  |  |
| --- | --- |
| **Purchaser:** |  |
| **Authorised Representative: (Clause 1.1))** | *Details of person responsible for placing a Customer Service Agreement (CSA) and Purchase Orders with the Supplier, accepting Delivery and ensuring the requirements set out in the CSA, the Purchase Orders and the Agreement for the Supply of End User Computing, State Purchase Contract (SPC) are fulfilled.* |
| **Delivery Address:** |  |
| **Supplier:** |  |
| **Date:** |  |
| **Customer Service Agreement Reference Number:** | *The Supplier will allocate to this CSA a reference number and will supply the Purchaser's Authorised Representative with a copy of this CSA.* |

 |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# TERMS AND CONDITIONS

1. **Term of CSA**

This CSA shall have effect from the date of this CSA, and shall remain in force for the duration of the EUC SPC, unless this CSA is terminated earlier.

1. **Inconsistency with Purchase Order**

To the extent of any inconsistency between a Purchase Order submitted to the Supplier by the Purchaser under this CSA, the terms of the Purchase Order will prevail to the extent of the inconsistency.

1. **No Minimum Purchase**

The Purchaser is under no obligation to submit a Purchase Order to the Supplier. The Purchaser is not under any obligation to acquire a minimum amount of Goods or Services from the Supplier or to acquire Goods or Services that attract a minimum Purchase Price.

1. **Goods and Services Specification**

The Purchaser may wish to purchase the Goods and/or Services specified in Attachment 1 of this CSA, the specifications for which are contained in the SPC Equipment and Services Catalogue.

1. **Other Services**

*[In addition to the details of the Services set out in Attachment 1 of this CSA, the Purchaser must specify:*

* *the services to be supplied under this CSA, ie Pre-Delivery Services, Delivery, Post Delivery Services – see [VGPB/DPC] website for a full list of services available*
* *any applicable Service Level Requirements in addition to those in the Services Description]*
1. **Finance or Purchase**

*[Detail whether the Goods [and Services] are to be financed or purchased]*

1. **Delivery and Site(s)**

*The Goods will be delivered on the dates and to locations specified in Attachment 1 to this CSA.*

*The Services will commence and be completed on the dates and at the locations specified in Attachment 1 to this CSA.*

1. **Acceptance**

*[Specify:*

* *the date on which the Goods and/or Services will be accepted, if such a date is different from the date of delivery*
* *whether partial Delivery of Goods is acceptable*
* *what Acceptance Tests are required and the Supplier’s obligations. A detailed description of tests and procedures may also be provided as a separate attachment, in which case that attachment should also be referred to here.*
* *any particular assistance, materials and facilities the Purchaser will provide the Supplier]*

1. **Warranty Services**

*[Specify:*

* *Warranty commencement date and period if not already set out in Attachment 1 of this CSA, standard period is [3] years, Extended Warranty – additional 1 or 2 years. Alternatively, twenty-four hours per day, seven days per week may be available,*
* *specific Warranty Services required for each Purchase Order.]*
1. **Purchaser Requirements**

*[Specify any standards and Service Level Requirements for Services/Goods not included in the Specifications].*

1. **Site Specification**

*[Specify any implementation and environmental requirements of a Service].*

1. **Security**

*[Identify any security requirements (including undergoing any police checks, finger printing checks or other checks) required prior to providing access to the Purchaser's site]*

1. **Payment**

*[Specify:*

* *any conditions for payment*
* *method of payment*
* *the person and address to which invoices should be addressed.]*
1. **Specific Responsibilities of the Purchaser**

*[State the human and other resources to be provided by the Purchaser (if any).]*

1. **Access to a Purchaser’s site**

*[Specify:*

* *the date on which the Supplier is to be given access to the site*
* *the person responsible for organising access*
* *any specific access requirements or restrictions, eg time of day.]*
1. **Termination of CSA**

*(a) The Purchaser's Authorised Representative may terminate this CSA at any time by written notice to the Supplier.*

*(b) Where there are unfulfilled Purchase Orders with the Supplier that were issued by the Purchaser before termination of this CSA, this CSA will continue to form part of those Purchase Orders, notwithstanding the termination of this CSA, until all obligations under each Purchase Order with the Supplier are fulfilled. Nothing in this clause affects the Purchaser's right to vary any Purchase Order.*

*(c) Upon termination of this CSA, the Purchaser may continue to submit Purchase Orders to the Contractor in accordance with the EUC SPC.*

|  |
| --- |
| **Execution of the Customer Service Agreement-Signed for and on behalf of the:** |
| **Purchaser** |
| Name (print) | *[Insert the name of the person in your department/organisation who has authority to sign this contract.]* |
| Position | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Signature Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_ |
| **Purchaser’s witness** |
| Name (print) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Position  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Signature Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_ |
| **Contractor’s Representative** |
| Name (print) |  |
| Position | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Signature Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_ |
| **Contractor’s witness** |
| Name (print) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Position  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Signature Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_ |

**Attachment 1 to CSA**

**Goods and Services to be Supplied pursuant to C**