

Differences between the eServices Short Form Contract and Long Form Contract

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What are the differences between the eServices Short Form Contract and Long Form Contract?

They're more similar than different

Most clauses in the Short Form Contract and Long Form Contract are the substantially similar. This allows you to navigate the Short Form Contract and Long Form Contract seamlessly.

The key difference is that the Long Form Contract has additional protections for projects that are higher risk or complexity (for example, due to high value or operational complexity).

Top tip: If you are a purchaser using the Short Form Contract and think it would be helpful to include certain provisions from the Long Form Contract, you should consult your legal team.

Summary of differences between similar provisions

The table below summarises the differences between equivalent provisions in the Short Form Contract and Long Form Contract.

Table legend: ✕ = clause is not included

✓ = the same clause is included

! = some similarities in the included clauses, but not identical clauses.

Reference	SFC	LFC	Description
Transition In Clause 4 of LFC	✕	✓	The LFC requires the supplier to provide Transition-In Services at no additional cost to the purchaser.
Consequences of non-performance Clause 5.4 of LFC	✕	✓	The LFC contains specific permission for the Purchaser to require the Supplier to remedy or re-perform non-compliant Deliverables or Services within a reasonable timeframe and to withhold payment for them until that is done. If that is requested but not done, the Purchaser may (itself or through a third party) remedy or re-perform the Service and recover its cost of doing so from the Supplier.
Our Responsibilities - Supplied Items and Premises Clause 6 of SFC and clause 7 of LFC	!	!	<p>In both the SFC and LFC, the purchaser can provide the supplier access to the purchaser's premises. The supplier is required to avoid causing harm, act safely and lawfully, and comply with applicable OHS laws.</p> <p>The LFC has the following additional provisions:</p> <ul style="list-style-type: none">• The supplier can list specific items the purchaser must provide in the Ordering Document under Part D – Requirements.• The purchaser can deny or suspend the supplier's access to the purchaser's items or premises without being in breach of the contract.• Access to the purchaser's items or premises does not grant the supplier

Reference	SFC	LFC	Description
			<p>with any ownership rights or interests, and the purchaser does not provide any warranty or representation in relation to same.</p> <ul style="list-style-type: none"> • If the supplier uses the purchaser's items or premises, then they need to take care to avoid loss or damage and inform the purchaser if any occurs. • The supplier is liable for any harm to people or property on the purchaser's premises, or loss or damage to the purchaser's items.
Consequences of Delay Clause 8 of SFC and clause 9 of LFC	✓	✓	In both the SFC and LFC, the purchaser can terminate the contract immediately if the supplier does not provide Deliverables or Services by a due date, and the delay persists following after the relevant cure period.
	×	✓	In the LFC only, the purchaser may claim liquidated damages for the supplier's delay if set out in the Ordering Document.
Service Levels and Credits Clause 10 of SFC and clause 11 of LFC	✓	✓	In the SFC and LFC, the supplier must meet and report on Service Levels.
	×	✓	In the LFC only, the purchaser may claim Service Credits for service level failures by the supplier and require them to undertake root cause analysis and provide a remediation plan to the purchaser.
Conflict of Interest and probity events Clause 15 of SFC and clause 16 of LFC	✓	✓	In the SFC and LFC, the supplier warrants that they do not have any conflicts of interest. The supplier must also notify the purchaser if they are subject to an actual, suspected or likely probity event or probity breach.
	×	✓	In the LFC only, the supplier must provide conflict of interest declarations if set out in the Ordering Document.
Business Continuity and Disaster Recovery Clause 24 of LFC	×	✓	<p>In the LFC only, the supplier must maintain and comply with business continuity and disaster recovery plans or as otherwise set out in the Ordering Document.</p> <p>This includes testing the plans at least annually and providing evidence to the purchaser of their testing if the purchaser asks for this.</p>
Indemnities Clause 23 of SFC and clause 25 of LFC	!	!	<p>In the SFC and LFC, the supplier must indemnify the purchaser for any losses or damages arising from an IP claim or breach of law.</p> <p>In the LFC only, the supplier must also indemnify the purchaser for losses or damages arising from:</p> <ul style="list-style-type: none"> • breach of a warranty or negligence resulting in a third-party claim; • breach of the confidentiality, privacy or security measures clauses; and • personal injury, death or damage to property caused by the supplier.
Contract Management Clause 28.1 of LFC	×	✓	In the LFC only, the supplier must provide the purchaser with reports and attend meetings, comply with the purchaser's reasonable directions and provide the purchaser with information required to supervise the Services.
Archival requirements Clause 28.5 of LFC	×	✓	In the LFC only, the supplier must comply with, and assist the purchaser to comply with, applicable State and Commonwealth legislation relating to archival requirements.
Transition Out Clause 32 LFC	×	✓	In the LFC only, the supplier must provide transition out services as set out in the Requirements.