

SCHEDULE 1

CONDITIONS OF CONTRACT

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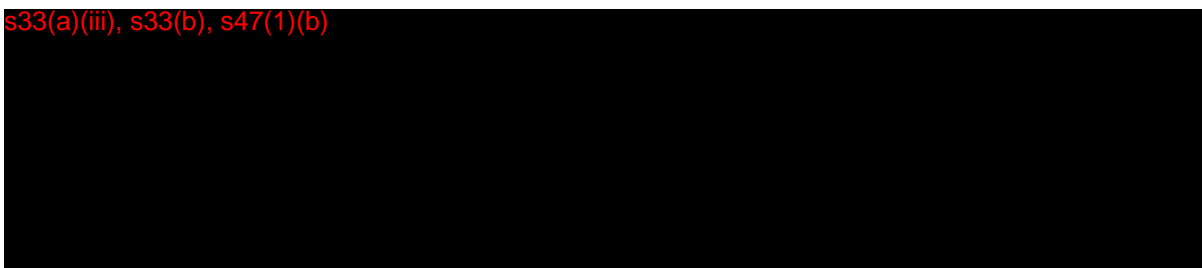
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s33(a)(iii), s33(b), s47(1)(b)



1.6.2 As required by clauses 4.1 and 4.7.1 of the SPA COA, the Parties will seek to achieve the FSP Objectives through developing and fostering a long term mutually beneficial strategic relationship between the Commonwealth and the Contractor s33(a)(iii), s33(b),

s33(a)(iii), s33(b), s47(1)(b)



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s33(a)(iii), s33(b), s47(1)(b)



5.13 Australian Industry Capability

5.13.1 Consistent with the objectives s33(a)(iii), [redacted] of the SPA COA, the Contractor shall develop an AIC Plan in accordance with the SOW for Commonwealth Approval in respect of each Work Scope. An AIC Plan may cover more than one Work Scope. s33(a)(iii), s33(b), s47(1)

s33(a)(iii), s33(b), s47(1)(b)



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s33(a)(iii), s33(b), s47(1)(b)



14.4 Confidential Information

14.4.1 Each Party shall ensure that Confidential Information provided by the other Party (including Confidential Information from Commonwealth Contractors or Subcontractors) is not disclosed without the prior written consent of the other Party to the disclosure, except to the extent the disclosure is:

- a. s33(a)(iii), s33(b), s47(1) required by law;
- b. s33(a)(iii), s33(b), s47(1) required by the Commonwealth to be made due to statutory or portfolio duties, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister;
- c. to a legal adviser, insurer, financier or auditor of a Party, to the extent required to enable them to perform their roles;
- d. to a Related Body Corporate for internal management purposes;
- e. permitted by another clause of the Contract;
- f. required to be made where compelled by a court or tribunal in any legal proceedings arising in relation to the Contract;



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- g. to Commonwealth Personnel (other than agents of the Commonwealth) or employees or officers of the Contractor; or
- h. required to apply for and obtain any Export Approval.

For the purposes of a Party giving written consent under clause 14.4.1, such consent may be specific or general, may set out particular classes of items or recipients, and include a standing consent in respect of any of those matters.

14.4.2 The Contractor acknowledges and agrees that nothing in clause 14.4.1 shall affect or limit the Commonwealth's rights or obligations granted in relation to TD, Software or Contract Material **s33(a)(iii), s33(b), s47(1)(b)**

14.4.3 Without limiting the Commonwealth's obligations under the other provisions of the Contract to obtain the Contractor's consent to the release of Confidential Information provided by a Naval Group Party or any of their Subcontractors to any other person (Recipient), the Commonwealth shall before disclosing the Confidential Information:

- a. where another provision of the Contract requires the Commonwealth to obtain a Deed of Confidentiality from the Recipient, obtain a Deed of Confidentiality from the relevant Recipient in accordance with the relevant provision; and
- b. where another provision of the Contract requires the Commonwealth to obtain the Contractor's consent to the disclosure of Confidential Information owned by a Naval Group Party or a Subcontractor (including under **s33(a)(iii)**, this clause 14.4) and the Contractor provides that consent:
 - (i) if the Contractor (acting reasonably) advises the Commonwealth in writing at the time it provides its consent to the disclosure that a Deed of Confidentiality is required, obtain a deed from the relevant Recipient containing provisions substantially in the form of the Deed of Confidentiality set out in **s33(a)(iii), s33(a)(iii), s33(b), s47(1)(b)** **s33(a)(iii), s33(b), s47(1)(b)** except for where the relevant Recipient is the CSI and such disclosure is in respect of Interface Matters only, in which case clause 14.4.4a applies; or
 - (ii) in all other circumstances where the Contractor does not notify the Commonwealth that it requires a Deed of Confidentiality in accordance with clause 14.4.3b(i), ensure that the Recipient is bound by obligations of confidence to the Commonwealth substantially equivalent in effect to clauses 14.4.1, 14.4.2 and 14.4.10 **s33(a)(iii),**

14.4.4 As at the Effective Date:

- a. the Commonwealth has provided to the Contractor the CSI Deed of Confidentiality, in respect of Confidential Information of a Naval Group Party or any of their Subcontractors being disclosed to the CSI in respect of Interface Matters; and
- b. the Contractor has provided to the Commonwealth the Naval Group Deed of Confidentiality, in respect of Confidential Information of the CSI or any CSI Subcontractor being disclosed to the Contractor in respect of Interface Matters.

14.4.5 Each Party shall ensure that its respective recipients of Confidential Information (other than where the Recipient is the CSI or a CSI Subcontractor) comply with the terms of their respective Deeds of Confidentiality entered into in accordance with this clause 14.4.

14.4.6 Subject to the Commonwealth obtaining the deed required by clause 14.4.4a **s33(a)** **s33(a)(iii), s33(b), s47(1)(b)** the Contractor acknowledges and agrees that it consents to the Commonwealth providing the Contractor's Confidential Information that the Contractor has identified for provision to the CSI in relation to Interface Matters in accordance with **s33(a)(iii),**

14.4.7 Where the Commonwealth provides its consent to a disclosure in accordance with clause 14.4.1, the Contractor shall ensure that Approved Subcontractors and, if required by the Commonwealth, Contractor Personnel and Subcontractor Personnel of Approved Subcontractors engaged in the performance of the Contract, provide a deed substantially in the form of the Deed of Confidentiality set out in **s33(a)(iii), s33(b), s47(1)(b)** **s33(a)(iii), s33(b), s47(1)(b)** Contractor Personnel or Subcontractor Personnel, prior to the disclosure of Confidential

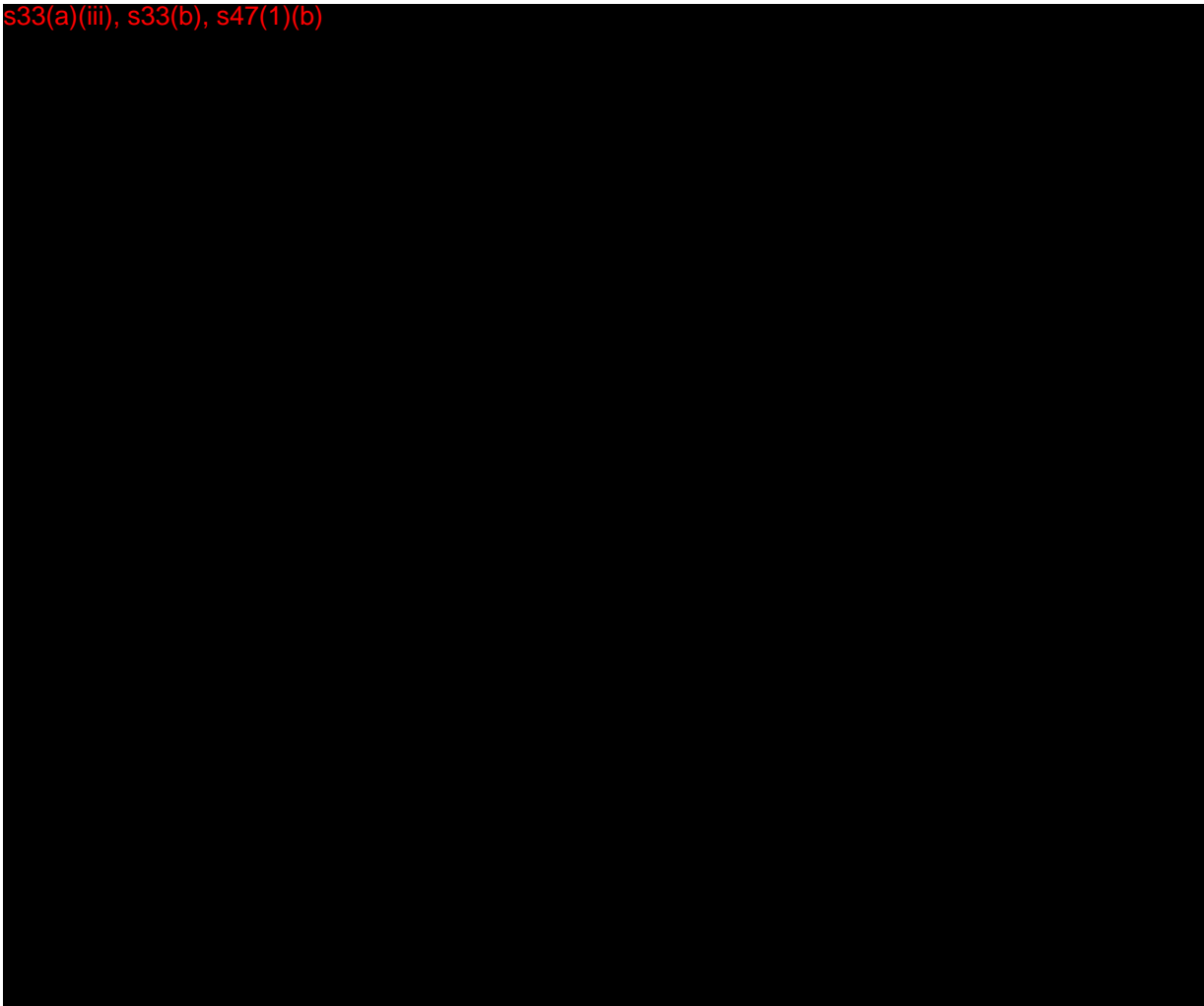
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Information provided to the Contractor by the Commonwealth. The Contractor shall provide a copy of the properly executed deeds to the Commonwealth as required by this clause 14.4.7. For Confidential Information provided by the Contractor to other Subcontractors, the Contractor shall ensure that, before providing any such information to a Subcontractor, the Subcontractor (and Subcontractor Personnel) are bound by obligations of confidence to the Contractor equivalent in effect to clauses 14.4.1, 14.4.2 and 14.4.10 s33(a)(iii), unless the Commonwealth (acting reasonably) advises in writing and in a timely manner, in respect of:

- a. specific Confidential Information; or
- b. a specific Subcontractor (which may include a requirement that access to specific information is limited to nominated Subcontractor Personnel),

that a Deed of Confidentiality substantially in the form set out in s33(a)(iii), s33(b), s33(a)(iii), s33(b), s47(1)(b) is required to protect that Confidential Information.

- 14.4.8 In the event that the Commonwealth or the Contractor is unable to obtain a Deed of Confidentiality in the required form in accordance with clause 14.4.3 or clause 14.4.7 (as applicable), the Parties shall work together to resolve the matter including, where appropriate, considering changes to the form of the Deed of Confidentiality.
- 14.4.9 If either Party proposes an amendment to s33(a)(ii), it shall be discussed and agreed by the Parties and any amendment shall be implemented by a CCP under clause 14.1.
- 14.4.10 The Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth, provided that the documents and other material are no longer required (or subject to a licence in favour of the Contractor) for the purposes of the Contract, unless the delivery is required by the Commonwealth for security reasons.



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