The Contract made between the Commonwealth of Australia represented by the Department of Defence A.B.N. 68 706 814 312 (the "Commonwealth") and Macroeconomics.com.au Pty Ltd, A.C.N. 128 878 535 and A.B.N. 901 2887 8535 and having its registered office at Building A7 281 Goyder St, Narrabundah ACT, 2604 (the "Contractor").

RECITALS

A. The Commonwealth has a requirement for the provision of Services for economic modelling services.

B. The Contractor has offered to provide the Services on the terms set out in the Contract.

C. The Commonwealth has agreed to accept the offer by the Contractor on the terms set out in the Contract.

THE PARTIES AGREE AS FOLLOWS

<table>
<thead>
<tr>
<th>FOR DEPARTMENTAL USE: For Systems Entries</th>
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<tr>
<td><strong>Contract No:</strong> DMOCIP/00154/2013</td>
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<tr>
<td><strong>ROMAN ORDER No:</strong> 450D894483</td>
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<tr>
<td><strong>Order Date:</strong> 13 June 2013</td>
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<td><strong>Order Value:</strong> $407,000</td>
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<tr>
<td><strong>Cost Centre Code:</strong></td>
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<tr>
<td><strong>Contractor ABN:</strong> 901 2887 8535</td>
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<td><strong>WBS/Element Code:</strong></td>
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| **Consultants, Professional Service Providers or Contractors:** Macroeconomics.com.au Pty Ltd.
| **Vendor Number:**                          |
# PART TWO - CONDITIONS OF CONTRACT

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Conditions of Contract (V2.2)
1 CONTRACT FRAMEWORK

1.1 Definitions

1.1.1 In the Contract, unless the contrary intention appears:

“Attachment” means an attachment to the Contract listed in the table of contents.

“Australian Industry Capability Schedule or AIC Schedule” means the schedule set out in Attachment E.

“Background IP” means IP, other than Third Party IP, that:

a. is in existence at the Effective Date or is subsequently brought into existence other than as a result of the performance of the Contract; and

b. is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

“Commercial-in-Confidence Information” means information (whether or not owned by the Commonwealth) that:

a. is by its nature confidential; or

b. the receiving party knows or ought to know is confidential;

but does not include information which:

a. is or becomes public knowledge other than by breach of the Contract;

b. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or

c. has been independently developed or acquired by the receiving party.

“Commonwealth Representative” means the person holding or performing the office of Director General Economic and Commercial Analysis Branch or any other person appointed pursuant to the Contract as the Commonwealth Representative.

“Contract” means the conditions of contract, the Attachments including the Statement of Work, and any document expressly incorporated as part of the Contract.

“Contract Price” means the amount set out in Attachment B.

“Contractor Managed Commonwealth Assets” or “CMCA” means any item of goods owned by the Commonwealth which is in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors. CMCA may include, but is not limited to, Government Furnished Material, assets stored as spares, assets under repair, or assets loaned to the Contractor.

“day” means a calendar day.

“Defence” means the Department of Defence or the Australian Defence Force.

“Defence Personnel” means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the Defence Act 1903 (Cth)) and the equivalents from other organisations on exchange to Defence.

“Defence Purposes” means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peacekeeping and emergency aid to the civil community, and purposes that are necessary or incidental to those purposes.

“Defence Service Provider” means a person, other than Defence Personnel, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.
"Document" includes:

a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and

b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.

"Effective Date" means the date on which the Contract is signed by the parties, or if signed on separate days, the date of the last signature.

"Extension Notice" means a notice given by the Commonwealth Representative to the Contractor, in accordance with clause 1.7.2, which indicates the Commonwealth's desire to take up the Option.

"Foreground IP" means IP which is created under or otherwise in connection with the Contract, other than Third Party IP.

"Government Furnished Material" or "GFM" means the material to be provided to the Contractor under the Contract and which is listed in Attachment A.

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and associated taxation legislation. The expressions "adjustment note", "taxable supply" and "tax invoice" have the meanings given to those expressions in the GST Act.

"Imported Content" means that part of the Services (measured by value) that is not Local Industry Activities (LIA) or Australian Government charges or duties, including GST. This includes that part of the Services that is of overseas (other than New Zealand) origin and comprises all associated costs incurred outside of Australia including, but not limited to, international freight and cartage (by other than Australian and New Zealand industry carriers), agent's fees, and overseas storage.

"Information Privacy Principle" has the same meaning as in the Privacy Act 1988.

"Intellectual Property" or "IP" means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

"Key Persons" means the personnel specified in Attachment A as personnel required to undertake the Services or part of the work constituting the Services.

"Local Industry Activity" means the activities to be undertaken by Australian and New Zealand industry as set out in the AIC Schedule.

"Maximum Probable Loss" means the financial consequence (to the Commonwealth and to any third party) of a risk event occurring after taking into account any risk treatments that mitigate consequence – it is NOT discounted by the likelihood of it occurring.

"Month" means a calendar month.

"Moral Rights" means:

a. a right of attribution of authorship;

b. a right not to have authorship falsely attributed; or

b. a right of integrity of authorship.

"Option" means the Commonwealth's option to continue the Contract into Phase 2, in accordance with clause 1.7.

"Personal Information" has the same meaning as in the Privacy Act 1988.

"Phase 1" means the work described in clauses 2.4a and 2.7 of the Statement of Work.
"Phase 2" means the work described in clauses 2.4b-d and 2.8-2.10 of the Statement of Work.

"Services" means the services and goods to be provided under the Contract, including documents, equipment, reports, Intellectual Property, Technical Data, plans, charts, drawings, calculations, tables, schedules, models, software, goods, information and data stored by any means, that are:

a. brought, or required to be brought into existence, as part of, or for the purposes of, performing the Services;

b. incorporated in, supplied, or required to be supplied along with the Services;

or

c. copied or derived from the material provided.

"Small Business" means an enterprise that employs less than the full time equivalent of 20 persons on the Effective Date. If the enterprise forms part of a group, this test is applied to the group as a whole.

"Statement of Work" (SOW) means the statement of the work at Attachment A and includes any specification referred to in the SOW.

"Subcontractor" means any person, other than the Commonwealth, that, for the purposes of the Contract, furnishes goods or services to the Contractor or Indirectly to the Contractor through another person; and "Subcontract" in all its forms has a corresponding meaning.

"Technical Data" or "TD" means all technical know-how and Information reduced to material form produced or acquired by the Contractor or Subcontractors in relation to the Services and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, software, source code, software design data, test results, software updates and other items describing or providing information relating to the Services or their operations.

"Third Party IP" means that IP which is owned by a party other than the Commonwealth or the Contractor and is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services, and is not limited to commercial off the shelf or military off the shelf items.

"Working Day" in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

**Interpretation**

1.2 In the Contract, unless the contrary intention appears:

a. headings are for the purpose of convenient reference only and do not form part of the Contract;

b. the singular includes the plural and vice-versa;

c. a reference to one gender includes the other;

d. a reference to a person includes a body politic, body corporate or a partnership;

e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;

f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;

h. a reference to a clause includes a reference to a subclause of that clause;

i. a reference to a “dollar”, "$", "$A" or AUD means the Australian dollar unless otherwise stated;
i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;

j. the word “includes” in any form is not a word of limitation; and

k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract.

1.3 Commencement of Operation

1.3.1 The Contract commences on the Effective Date.

1.4 Entire Agreement

1.4.1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

1.5 Precedence of Documents

1.5.1 If there is any inconsistency between provisions of the Contract, a descending order of precedence shall be accorded to:

a. the conditions of contract;

b. the Statement of Work;

c. the Attachments other than the Statement of Work; and

d. any document incorporated by express reference as part of the Contract,

so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.6 Contracted Requirement

1.6.1 The Contractor shall, for the Contract Price and any other payment required under the Contract, provide the Services and fulfill all its other obligations under the Contract.

1.7 Commonwealth’s Option

1.7.1 The Contract expires 40 Working Days after 31 August 2013 unless it is:

a. terminated earlier in accordance with the Contract or otherwise; or

b. extended in accordance with clause 1.7.

1.7.2 The Commonwealth may, in its discretion, extend the Contract to include the work described as Phase 2 in clause 2.4 of the Statement of Work (the Option) by giving the Contractor a notice (Extension Notice) within 20 Working Days of 31 August 2013.

1.7.3 In the event that the Commonwealth exercises the option pursuant to clause 1.7.2:

a. the Contract will continue on the same terms and conditions, except for clause 1.7.2; and

b. the Contract will expire 20 Working Days after 31 May 2014.

1.7.4 The parties agree that the pricing and payment arrangements provided in Attachment B will apply to the Option.
2 ROLES AND RESPONSIBILITIES

2.1 Commonwealth Representative

2.1.1 The Commonwealth Representative is responsible for administering the Contract on behalf of the Commonwealth. The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the administration of the Contract. If given orally a direction shall be confirmed in writing within 14 days. Unless otherwise specified in the Contract, the Commonwealth Representative shall have no authority to waive any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 8.1.

2.2 Contractor Representative

2.2.1 The Contractor shall on or before the Effective Date nominate in writing the person with the authority to represent the Contractor for the purposes of the Contract. Any communication passed by the Commonwealth to this person in accordance with clause 2.3 shall be deemed to have been delivered to the Contractor.

2.3 Notices

2.3.1 Unless the contrary intention appears, any notice or communication under the Contract shall be effective if it is in writing, signed and delivered to the Commonwealth Representative or Contractor's representative, as the case may be, at the following address:

DIRECTOR GENERAL ECONOMIC AND COMMERCIAL ANALYSIS

BP25-3-004

Brindabella Circuit

Majura

ACT 2609

02 6144 2789

Fax: 02 6144 2759

Director,

Macroeconomics,

GPO Box 2483

Canberra ACT 2601

Fax 02 6169 3042

2.3.2 A notice or communication shall be deemed to have been delivered:

a. by prepaid post, in three Working Days if sent within Australia and in eight Working Days if sent by air mail from one country to another; or

b. by facsimile, at the time recorded by the transmitting machine, unless within one Working Day the sender is informed that the transmission was received in incomplete or garbled form.
3 PROVISION OF THE SERVICES

3.1 Language and Measurement

3.1.1 All information delivered as part of the Services under the Contract shall be written in English. Measurements of physical quantity shall be in Australian legal units as prescribed under the National Measurement Act 1960, or, if Services are imported, units of measurement as agreed by the Commonwealth Representative.

3.2 Government Furnished Material (GFM)

3.2.1 The Commonwealth shall provide GFM to the Contractor as specified in Attachment A.

3.2.2 The Commonwealth grants or shall procure a royalty-free, non-exclusive licence for the Contractor to use, reproduce and adapt the GFM for the purposes of the Contract.

3.2.3 The Contractor shall ensure that all GFM is used strictly in accordance with any conditions or restrictions set out at Attachment A, and any direction by the Commonwealth.

3.2.4 The Contractor shall:
   a. utilise the GFM in performing the Services with a high degree of professional skill and care and in accordance with the relevant Contract.

3.2.5 The Contractor shall return GFM (other than consumable items of GFM) to the Commonwealth as required by the Contract or as directed by the Commonwealth Representative.

3.2.6 The Contractor acknowledges and agrees that the Commonwealth does not give any warranty or representation about the suitability or fitness of any GFM for any particular use or application.

3.2.7 The Contractor shall not:
   a. without the prior written approval of the Commonwealth Representative:
      (i) use GFM other than for the purposes of the relevant Contract;
      (ii) modify GFM;
      (iii) transfer possession or control of GFM to any other party; or
      (iv) communicate or divulge GFM to any other party; or
   b. create or allow to be created any lien, charge, mortgage or encumbrance over any GFM.

3.2.8 The Commonwealth Representative may notify the Contractor of any Intellectual Property rights applicable to the GFM and the Contractor shall not act contrary to the existence of such rights.

3.3 Contractor Managed Commonwealth Assets

3.3.1 The Contractor shall take all reasonable care of CMCA and shall provide facilities to store and handle all CMCA as they are received.

3.3.2 The Contractor shall, within seven days of becoming aware that any CMCA are lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event in writing.

3.3.3 Without limiting clause 6.1, the Contractor shall be liable to the Commonwealth for loss or destruction of, damage to or defects or deficiencies in, the CMCA, except to the extent that the loss, destruction, damage or defects or deficiencies results from any unlawful or negligent act or omission on the part of the Commonwealth, its officers, employees or agents. Subject to clause 3.3.4, or any agreement by the parties to replace the CMCA, the Contractor shall compensate the Commonwealth
for the loss or destruction of, damage to or defects or deficiencies in, the CMCA and the Commonwealth may recover an amount equivalent to the value of the compensation under clause 10.3.

3.3.4 If in the opinion of the Commonwealth Representative the Contractor has the necessary capacity, the Commonwealth Representative may require the Contractor, by notice in writing, to repair damaged, defective or deficient CMCA. If the Contractor is liable under clause 3.3.3 for the damage, defect or deficiency, the work performed by the Contractor under this clause 3.3.4 shall discharge or partially discharge the Contractor's liability. If the Contractor is not liable under clause 3.3.3 for the damage, defect or deficiency, the Contractor shall, if the parties agree in advance to the cost of the work, perform the work for no more than the agreed cost.

4 INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property

4.1.1 Nothing in the Contract affects the ownership of Background IP or Third Party IP.

4.1.2 Ownership of all Foreground IP vests on its creation in the Commonwealth which has the exclusive right to apply for registration of that Foreground IP in all countries of the world.

4.1.3 The Commonwealth may, on request, grant the Contractor a non-exclusive licence to exercise Foreground IP vested in the Commonwealth on such terms and conditions as the Commonwealth determines in its absolute discretion.

4.1.4 Requests for such grants of licence must be submitted, in writing, through the Contract Representative. In addition to clause 4.1.3 the Contract Representatives approval to the terms and conditions for any licence, including fees and royalty payments payable by the Contractor is a pre-condition for any such licence.

4.2 Intellectual Property Licence

4.2.1 The Contractor grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all Background IP owned or controlled by the Contractor, including the right to sub-licence:

a. to use, maintain, modify, develop and dispose of the Services;

b. to complete the Services upon termination of the Contract; and

c. to remedy defects or omissions in the Services in accordance with clause 7.2.

4.2.2 The Contractor shall ensure that the Commonwealth is granted a licence to exercise all Third Party IP on the best available commercial terms.

4.3 Provision of Technical Data

4.3.1 The Contractor shall provide with the Services, all Technical Data (TD) necessary to allow the Commonwealth to exercise its IP rights as defined in clause 4.

4.3.2 The Contractor shall ensure that all TD provided to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clause 4.

4.4 IP Schedule

4.4.1 The Contractor shall maintain and update Attachment C.

4.4.2 The Contractor shall deliver updated versions of Attachment C by submitting Contract change proposals in accordance with clause 8.1, to reflect the changes to Attachment C.

4.4.3 Without limiting clauses 4.4.1 and 4.4.2, the Contractor shall, as soon as possible, but no later than the submission of the final claim for payment under clause 5.2, deliver an updated Attachment C to the Commonwealth.
4.4.4 The Commonwealth reserves the right to withhold payment of the final claim for payment under clause 5.2 until the Contractor complies with its obligations under clause 4.4.3.

4.4.5 For the avoidance of doubt, Attachment C is for record management purposes and does not in any way alter or limit this clause 4. If there is any inconsistency between this clause 4 and Attachment C, clause 4 shall to the extent of the inconsistency prevail.

4.5 Release to Third Parties

4.5.1 If the Commonwealth makes available to another person any Background IP owned by the Contractor, the Commonwealth shall obtain from that person a deed of confidentiality.

4.6 Moral Rights

4.6.1 The Contractor represents and warrants that the provision of the Services for Defence Purposes or other purposes permitted by the Contract will not infringe the Moral Rights of the officers, employees or agents of the Contractor or its Subcontractors.

4.6.2 The Contractor shall ensure that none of its:
   a. officers, employees or agents;
   b. Subcontractors; or
   c. Subcontractors’ officers, employees or agents,

infringe, maintain or support any claim or proceeding against the Commonwealth or its officers, employees or agents for infringement of any of their Moral Rights.
5. PRICE AND PAYMENT

5.1 Price and Price Basis

5.1.1 The Contract Price is set out in Attachment B, and is payable, subject to satisfactory performance of the Services, in accordance with the Contract. Unless otherwise agreed by the parties, all prices and rates listed in the Contract are unalterable.

5.1.2 The Commonwealth shall be entitled, without derogating from any other rights it may have, to defer payment of a claim until the Contractor has completed, to the satisfaction of the Commonwealth Representative, that part of the Services to which the claim relates.

5.2 Payment

5.2.1 The Contractor shall submit a claim for payment in accordance with clause 5.3.

5.2.2 On receipt of a claim for payment the Commonwealth Representative shall either:
   a. approve the claim if it is submitted in accordance with clause 5.2.1; or
   b. reject the claim if it is not submitted in accordance with clause 5.2.1 or on the basis of clause 5.1.2.

5.2.3 When a claim is approved under clause 5.2.2a, the Commonwealth shall make payment within 30 days of receipt of the claim.

5.2.4 When the Commonwealth Representative rejects the claim under clause 5.2.2b, the Commonwealth Representative shall, within 14 days of receipt of the claim, notify the Contractor in writing of the reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment.

5.2.5 Upon receipt of a notice issued pursuant to clause 5.2.4, the Contractor shall immediately take all necessary steps to make the claim conform to the requirements of the Contract and shall submit a revised claim to the Commonwealth Representative when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.

5.2.6 If the Commonwealth agrees to accept the Services despite any minor omissions or defects or other non-compliance, the Commonwealth may, after consultation with the Contractor:
   a. determine a revised Contract Price reflecting the reduction in value for money of the omission, defect or non-compliance ('Reduction Amount'); and
   b. exercise its rights under clause 10.3 in respect of the Reduction Amount.

5.3 Claims for Payment

5.3.1 The Contractor shall be entitled to submit claims for payment in accordance with Attachment B.

5.3.2 All claims for payment submitted by the Contractor shall:
   a. be correctly addressed and calculated in accordance with the Contract;
   b. subject clause 5.2.6, only claim payment for Services that meet the requirements of the Contract;
   c. be in the form of a valid tax invoice in accordance with clause 5.5;
   d. contain the following information:
      (i) the title of the Services and the name of the Contractor's representative;
      (ii) the name and phone number of the Commonwealth Representative;
      (iii) the Contract number;
(iv) the date, task item, number of hours and hourly rate (if applicable); and
(v) the amount of the claim; and

be accompanied by any documentation requested by the Commonwealth Representative in order to establish that the Services meet the requirements of the Contract or that the claim is in accordance with the Contract.

5.3.3 All claims for payment are to be submitted to the Commonwealth Representative in accordance with clause 2.3.1.

5.4 Ownership and Control of Services

5.4.1 Subject to clause 4, ownership of Services, or partially completed Services, shall pass to the Commonwealth upon payment of a claim relating to those Services in accordance with clause 5.

5.4.2 If ownership of the Services vests in the Commonwealth, the Contractor shall deliver to the Commonwealth all Services remaining in its possession upon expiration or termination of the Contract.

5.5 Taxes and Duties

5.5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and shall be included within the Contract Price.

5.5.2 The Contract Price set out in Attachment B includes Goods and Services Tax (GST) for Services to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.

5.5.3 The Contractor shall submit each claim for payment pursuant to clause 5 in the form of a valid tax invoice. The tax invoice shall include the amount and method of calculation of any GST payable by the Contractor in relation to that claim for payment as a separate item.

5.5.4 Where the Contractor incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid tax invoice, the Contractor shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.

5.5.5 If the Commonwealth makes, or is assessed by the Australian Taxation Office (ATO) as having made, a taxable supply to the Contractor under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Contractor upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.

5.5.6 Any amount of GST to be paid by the Contractor under clause 5.5.5 shall be a debt recoverable by the Commonwealth.

5.6 Investigation of Costs and Prices (Not Used)

5.7 Late Payments

5.7.1 Subject to clause 5.7.3, if payment of an amount due under the Contract is made late, the Contractor may submit a separate claim for payment of interest calculated in accordance with clause 5.7.2.

5.7.2 Interest payable by the Commonwealth under this clause 5.7 shall be calculated in accordance with the following formula:

\[ \text{Interest payment} = P \times I \times n \]

Where:

"I" means the Australian Taxation Office sourced General Interest Charge rate determined under section 94A of the Taxation Administration Act 1953 current at the due date of payment expressed as a decimal rate per day;
"P" means the amount of the late payment; and
"n" means the number of days from the day after payment was due up to and
including the day that the payment is made.

5.7.3 The Contractor shall only be entitled to submit a claim for simple interest under
clause 5.7.1 if the simple interest amount calculated in accordance with clause 5.7.2
is greater than $10.

5.8 Cost Principles

5.8.1 Without in any way affecting or overriding the other terms of the Contract, the
Commonwealth may, at its discretion, apply the DMO Cost Principles, as amended
from time to time, when considering any:

a. price for any change to the Contract under clause 8.1; or
b. claim for costs if the Contract is terminated.
6 INSURANCE AND LIABILITY

6.1 Indemnity

6.1.1 The Contractor shall indemnify the Commonwealth, its officers, employees and agents against any liability, loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), and expenses arising out of or in connection with a default or unlawful or negligent act or omission on the part of the Contractor, its officers, employees, agents or Subcontractors. The Contractor's liability to indemnify the Commonwealth shall be reduced proportionally to the extent that any unlawful or negligent act or omission on the part of the Commonwealth or any person through whom the Commonwealth is acting (but not including the Contractor, its officers, employees, agents or Subcontractors) contributed to the liability, loss, damage, costs or expenses.

6.2 Intellectual Property Indemnity

6.2.1 The Contractor shall indemnify the Commonwealth its officers, employees, agents, licensees or sub-licensees against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth which arises out of any action, claim, dispute, suit or proceeding brought by any third party in respect of any:

a. infringement or alleged infringement of that third party's IP rights including Moral Rights when the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to in clause 4 or otherwise under the Contract; or

b. breach or alleged breach of any duty of confidentiality owed to that third party, when the breach is caused by any act or omission on the part of the Contractor or any of its Subcontractors, officers, employees or agents (whether or not such act or omission constitutes a breach of the Contract).

6.2.2 For the purposes of this clause 6.2, 'infringement' includes unauthorised acts which would, but for the operation of section 163 of the Patents Act 1990, section 98 of the Designs Act 2003, section 183 of the Copyright Act 1968, and section 25 of the Circuits Layout Act 1989, constitute an infringement.

6.3 Limitation of Liability (Not Used)

6.4 Insurance

6.4.1 The Contractor shall effect and maintain (or be insured under) the insurances for the times and in the manner specified in this clause 6.4, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 6.4.

6.4.2 The Contractor shall use its best endeavours to ensure that its Subcontractors are insured as required by this clause 6.4, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.

6.4.3 (workers compensation) The Contractor shall effect and maintain workers compensation insurance or registrations as required by law.

6.4.4 (public liability) The Contractor shall effect and maintain public liability insurance written on an occurrence basis with a limit of indemnity of not less than $10 million each and every occurrence which covers the Contractor, its officers, employees and agents for their respective liabilities caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Contract.
6.4.5 (Professional Indemnity) The Contractor shall effect and maintain professional indemnity insurance with a limit of indemnity of not less than $2 million per claim and in the aggregate for all claims in any 12 month policy period, and including an automatic right of reinstatement, which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity by reason of any act or omission of the Contractor, its officers, employees, agents or Subcontractors. Such insurance shall:

a. have a definition of professional services broad enough to include all professional services, activities and duties to be provided or performed by the Contractor, its officers, employees, agents and Subcontractors under the Contract;

b. extend to cover claims related to software and IT risks;

c. extend to cover claims for unintentional breaches of intellectual property rights;

d. extend to cover claims for unintentional breaches of trade practices laws;

e. extend to cover document recreation costs for lost documents with a sublimit of indemnity of not less than $0.5 million each claim and in the aggregate for all claims in any 12 month policy period;

f. have a retroactive date of no later than the earlier of the commencement of the work under the Contract or any earlier preparatory work by the Contractor, its officers, employees, agents and Subcontractors; and

g. have worldwide territorial and jurisdictional limits.

6.4.6 The insurances and registrations referred to in:

a. the following clauses shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed:

i. clause 6.4.3 (workers compensation); and

ii. clause 6.4.4 (public liability);

b. clause 6.4.5 (professional indemnity) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until the earlier of:

i. 3 years following completion of the work under the Contract; or

ii. 3 years following an earlier termination of the Contract.

6.4.7 With the exception of statutory insurances, the insurances referred to in this clause 6.4 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably.

6.4.8 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative, acting reasonably, of the currency and terms of the insurances referred to in this clause 6.4.

6.4.9 In respect of each insurance referred to in this clause 6.4, the Contractor shall:

a. immediately inform the Commonwealth if it becomes aware of any actual, threatened or likely claims (with the exception of claims or potential claims by the Commonwealth against the Contractor) which could materially reduce the available limits of indemnity or which may involve the Commonwealth, and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the work under the Contract, if requested to do so in writing by the Commonwealth; and
b. do everything reasonably required by the Commonwealth to enable the Commonwealth to claim and to collect or recover monies due under any insurance policy.

6.4.1 Not used.

6.4.2 In addition to any other rights the Commonwealth may have under clause 10.2, the Commonwealth reserves the right to withhold payments under the Contract if the Contractor has failed to remedy a breach of this clause 6.4.
7 Warranties

7.1 Fitness for Purpose

7.1.1 The Contractor shall ensure and warrants that the Services provided under the Contract shall be fit for the purpose or purposes for which Services of that kind would be reasonably expected to be applied by the Commonwealth.

7.2 Warranty

7.2.1 The Contractor warrants that it has the necessary expertise, experience, capacity and capability required to perform the Services in accordance with a standard of care, skill and diligence that would be exercised by a competent supplier of such services and that the Services shall conform with the requirements of the Contract.

7.2.2 The Contractor shall remedy any errors or defects in the Services that are notified to the Contractor by the Commonwealth Representative during the period of 30 days starting from the delivery of Services.

7.2.3 The liability of the Contractor to remedy errors or defects in the Services under clause 7.2.2 shall not apply to the extent that the defect arises from the Commonwealth's negligent or willful damage of the Services.

7.2.4 The Contractor, unless the Commonwealth Representative otherwise allows, shall meet all costs of, and incidental to, the discharge of the warranties under this clause 7.2.

7.2.5 The Contractor acknowledges that the Commonwealth enters into the Contract in reliance on the Contractor's warranties in this clause 7.2, and the Contractor's skill and judgment in rendering the Services.

7.2.6 If the Contractor fails, within the period of 30 days after notification by the Commonwealth Representative, to rectify a defect pursuant to this clause 7.2, the Commonwealth may, without limiting the Contractor's warranties and obligations under clause 7, perform or have performed the necessary remedial work at the expense of the Contractor and may recover such expense as a debt due to the Commonwealth in accordance with clause 10.3.

7.2.7 The rights and remedies provided in this clause 7.2 are in addition to, and shall not limit, any other rights of the Commonwealth under the Contract or otherwise.
8 CONTRACT MANAGEMENT

8.1 Change to the Contract

8.1.1 Either party may propose a change to the Contract. The Contract may only be varied in writing and signed by both parties. Where both parties sign a change to the Contract the Commonwealth Representative shall issue an amendment to the Contract. The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change is in accordance with this clause 8.1.

8.2 Waiver

8.2.1 Failure by either party to enforce a term of the Contract shall not be construed as in any way affecting the enforceability of that term or the Contract as a whole.

8.3 Commercial-in-Confidence Information

8.3.1 If in connection with the Contract, Commercial-in-Confidence Information is provided or produced by any person, the relevant party shall ensure that any person receiving or producing the information protects the confidential nature of the information, except:

a. when disclosure of the information is required by law or statutory or portfolio duties; or

b. to the extent that the Commonwealth would be prevented from exercising its IP rights under the Contract.

8.3.2 The Commonwealth may require the Contractor to ensure that its officers, employees, agents and Subcontractors engaged in performance of the Contract give written undertakings in a form required by the Commonwealth relating to the non-disclosure of specified material. The Contractor shall promptly arrange for such undertakings to be given.

8.3.3 If it is necessary to disclose Commercial-in-Confidence Information provided or produced by or on behalf of the other party, to a third party, other than a legal adviser or for a purpose within an exception listed in clause 8.3.1 the party wishing to make the disclosure shall obtain the written consent of the other party to the Contract.

8.3.4 The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term "Commercial-in-Confidence" or the Contractor's equivalent. The marking of information as "Commercial-in-Confidence" shall not affect the legal nature and character of the information.

8.3.5 The parties agree that the conditions of contract and Attachments, or the parts of them, listed in Attachment D are Commercial-in-Confidence Information to the relevant party as at the Effective Date.

8.4 Assignment and Novation

8.4.1 Neither party may, without the written consent of the other, assign in whole or in part, its rights under the Contract.

8.4.2 If the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.

8.5 Negation of Employment and Agency

8.5.1 The Contractor shall not represent itself, and shall ensure that its officers, employees, agents and Subcontractors do not represent themselves, as being employees, partners or agents of the Commonwealth.

8.5.2 Without limiting clause 8.5.1, the Contractor shall clearly identify itself, and shall ensure that its officers, employees, agents and Subcontractors clearly identify
themselves, as a contractor to the Commonwealth when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services.

8.5.3 The Contractor, its officers, employees, agents and Subcontractors shall not by virtue of the Contract be, or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth.

8.6 Commonwealth Access

8.6.1 During the performance of the Contract, the Contractor shall permit the Commonwealth Representative or any person authorised by the Commonwealth Representative access to its premises, and access to any of its records or accounts relevant to or impacting on the performance of work under the Contract. The Commonwealth may copy any records or accounts for the purposes of the Contract.

8.6.2 Without limiting the generality of clause 8.6.1, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:

a. investigating the reasonableness of proposed prices or costs in any Contract change proposal submitted in accordance with clause 8.1;

b. conducting audits under the Auditor-General Act 1997;

c. inspecting CMCA, attaining, checking or conducting stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, and removing CMCA that are no longer required for the performance of the Contract;

d. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;

e. monitoring the Contractor's occupational health and safety and environmental compliance in connection with the provision of the Services; and

f. validating the Contractor's progress in meeting the AIC Schedule.

8.6.3 If the Contractor enters into a Subcontract in accordance with clause 8.8, the Contractor shall ensure that Subcontracts require Subcontractors to give the Commonwealth Representative, and any person authorised by the Commonwealth Representative, access to Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy.

8.6.4 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative to comply with, any reasonable Contractor or Subcontractor safety and security requirements or codes of behaviour for the premises.

8.7 Contractor Access

8.7.1 The Commonwealth shall allow the Contractor or its Key Persons access to Commonwealth premises for the purpose of performing the Contract.

8.7.2 The Contractor shall comply with, and require persons afforded access under clause 8.7 to comply with, any relevant Commonwealth safety requirements, regulations, standing orders, or codes of behaviour for the Commonwealth premises.

8.7.3 The Commonwealth retains the right to deny access on occasions to the Contractor or its Key Persons because of safety and security arrangements or as a result of failure by the Contractor or Key Persons to comply with clause 8.8.

8.8 Subcontracts

8.8.1 The Contractor shall not Subcontract any part of the work under the Contract without the prior written approval of the Commonwealth Representative.
8.8.2 The Contractor, by subcontracting any part of the work under the Contract shall not be relieved of its liabilities or obligations under the Contract, and shall be responsible for all Subcontractors.

8.8.3 The Contractor shall not enter into a Subcontract under the Contract with a Subcontractor named by the Director of Affirmative Action as an employer currently not complying with the Equal Opportunity for Women in the Workplace Act 1999.

8.8.4 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative with names of all Subcontractors and a copy of any Subcontract, which copy need not contain prices. The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractors' participation in the performance of the Contract.

8.9 Defence Security

8.9.1 If the Contractor requires access to any Commonwealth place, area or facility under the control or responsibility of the Department of Defence or the ADF, the Contractor shall:

a. comply with any security requirements (including those contained in the DSM) notified to the Contractor by the Commonwealth Representative from time to time; and

b. ensure that its officers, employees, agents and Subcontractors are aware of and comply with the Commonwealth's security requirements.

8.9.2 The Contractor shall:

a. ensure that its officers, employees, agents and Subcontractors, undertake any security checks, clearances or accreditations as required by the Commonwealth;

b. notify the Commonwealth of any changes to circumstances which may affect the Contractor's capacity to provide Services in accordance with the Commonwealth's security requirements; and

c. provide any written undertakings in respect of security or access to the Commonwealth place, area or facility in the form required by the Commonwealth.

8.9.3 The Contractor shall possess a facility accreditation to meet the requirements of protecting assets categorised as UNCLASSIFIED or above.

8.10 Key Persons

8.10.1 The Contractor shall ensure that the Services are performed by personnel who:

a. are suitably qualified, with appropriate skills and experience; and

b. hold an appropriate current certificate, authorisation or accreditation at all times during the provision of the Services.

8.10.2 The Contractor shall use the Key Persons detailed at Attachment A to deliver the Services under the Contract.

8.10.3 Where the Key Persons are unable to undertake work in respect of the Contract, the Contractor shall immediately notify the Commonwealth. The Contractor shall provide replacement personnel acceptable to the Commonwealth at no additional charge, and at the earliest opportunity.

8.10.4 The Commonwealth may, at its absolute discretion, give notice requiring the Contractor to remove a Key Person or other Contractor personnel from work in respect of the Services. The Contractor shall arrange for their replacement at the earliest opportunity with personnel of appropriate skills and experience.
8.10.5 If the Contractor is unable to provide a replacement with suitable skills or in a sufficient time to enable the Contractor to complete the Services, the Commonwealth may terminate the Contract in accordance with clause 10.2.

8.10.6 Any requirement to replace any of the Contractor’s personnel during the course of a Contract (whether at the request of the Commonwealth or not) shall not constitute an act or event that is beyond the reasonable control of the Contractor in meeting the requirements of the Contract.

8.11 Post Defence Separation Employment

8.11.1 Except with the prior written approval of the Commonwealth Representative, the Contractor shall not permit any Defence Personnel or Defence Service Provider who, at any time during the preceding 12 month period was engaged or involved in:

a. the preparation or management of the Contract;

b. the assessment or selection of the Contractor; or

c. the planning or performance of the procurement or any activity relevant or related to the Contract,

to perform or contribute to the performance of the Contract.

8.11.2 To avoid doubt, the 12 month period referred to in clause 8.11.1 applies from the date which is 12 months before the date on which the Contractor proposes that the person start performing or contributing to the performance of the Contract.

8.11.3 The Commonwealth Representative shall not unreasonably withhold approval under clause 8.11.1 and shall consider:

a. the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;

b. any information provided by the Contractor about the character and duration of the Services to be performed by the person under the Contract;

c. the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Contract in the manner proposed under 8.11.3b, and the arrangements which the Contractor proposes to put in place to manage or reduce those conflicts of interest or probity concerns;

d. any information provided by the Contractor concerning any significant effect which withholding approval will have on the person’s employment or remuneration opportunities or the performance of the Contract; and

e. the policy requirements set out in DMI (PERS) 1/2007 and Dl(G) PERS 25-4, as applicable.

8.11.4 The Contractor shall include rights of the Commonwealth equivalent to those contained in clause 8.11 in all Subcontracts.

8.12 Conflict of Interest

8.12.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its officers, employees, agents or Subcontractors. The Contractor shall notify the Commonwealth in writing immediately if such a conflict of interest arises, or appears likely to arise.

8.12.2 Within seven days after giving notice under clause 8.12.1, the Contractor shall notify the Commonwealth in writing of the steps it will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth. If the Contractor fails to notify the Commonwealth in accordance with clauses 8.12.1 or 8.12.2 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Contract in accordance with clause 10.2.
8.12.3 The Contractor shall include rights of the Commonwealth equivalent to those contained in clause 8.12 in all Subcontracts.
9 POLICY AND LAW

9.1 Applicable Law

9.1.1 The laws of the Australian Capital Territory shall apply to the Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.

9.1.2 The Contractor shall, in the performance of the Contract, comply with and ensure its officers, employees, agents and Subcontractors comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.

9.2 Australian Industry Capability (Not Used)

9.3 Policy Requirements

9.3.1 The Contractor shall comply with and require its officers, employees, agents and Subcontractors to comply with the following Commonwealth policies of general application relevant or applicable to the Contract:

a. Defence Equity and Diversity policy as detailed in Di(G) PERS 35-3;

b. Conflicts of Interest and Gifts, hospitality and sponsorship policies as detailed in Di(G) PERS 25-6 and Di(G) PERS 25-7;

c. Defence Stocktaking policy as detailed in Di(G) LOG 4-3-014;

d. Fraud Control policy as detailed in Di(G) FIN 12-1;

e. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM;

f. Hazardous Substances policy as detailed in the DPPM;

g. Information Management policy as detailed in DIMPI 1/2004; DIMPI 5/2001; and Di(G) ADMIN 10-6; and

h. Ozone Depleting Substances Policy as detailed in the DPPM.

9.3.2 The Contractor and its Subcontractors must fully comply with any judgment against it from any Court or Tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, occupational health and safety law or workers' compensation law.

9.4 Occupational Health and Safety

9.4.1 The Contractor shall take all reasonably practicable steps in the course of the provision of Services under the Contract:

a. to protect the health and safety at work of:

(i) Commonwealth employees (as defined in section 9(1) of the Occupational Health and Safety Act 1991 ("OHS Act"); and

(ii) the Contractor's Personnel;

in connection with the Services provided under the Contract; and

b. to ensure that other persons who are at or near a workplace under the control (as defined in the OHS Act) of the Contractor and used in connection with, the Services under the Contract, are not exposed to risk to their health or safety arising from the Services or from the use of the Services.

9.4.2 The Contractor shall:

a. provide Services under the Contract in such a way that the Commonwealth and its employees and officers are able to undertake any roles or obligations
in connection with the Services provided under the Contract (such as in relation to testing or auditing); and

b. ensure that the Commonwealth and its employees and officers are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop them, without the Commonwealth, or its employees or officers, contravening the OHS Act, any other applicable occupational health and safety statutory requirements or any Commonwealth or Defence policy related to occupational health and safety.

9.4.3 The Commonwealth Representative may direct the Contractor to take specified measures that the Commonwealth Representative considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons in connection with the provision of Services under the Contract. The Contractor shall comply with the direction. The Contractor will not be entitled to any performance relief merely because of compliance with the direction.

9.5 Environmental Obligations

9.5.1 The Contractor shall perform its obligations under the Contract in such a way that:

a. the Commonwealth is not placed in breach of; and

b. the Commonwealth is able to support and to make full use of the Services for the purposes for which they are intended without being in breach of,

any applicable environmental legislation including the Environment Protection and Biodiversity Conservation Act 1999.

9.6 Severability

9.6.1 If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected and shall be read as if that part had been severed.

9.7 Privacy

9.7.1 The Contractor shall:

a. use or disclose Personal Information obtained during the course of providing Services under the Contract, only for the purposes of the Contract;

b. not do any act, or engage in any practice that would breach an Information Privacy Principle contained in section 14 of the Privacy Act 1988 (the Act), which if done or engaged in by an agency, would be a breach of that Information Privacy Principle;

c. not use or disclose Personal Information, or engage in an act or practice that would breach section 18F of the Act, or a National Privacy Principle, particularly National Privacy Principles 7 through to 10 or an Approved Privacy Code, unless:

(i) in the case of section 18F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under the Contract; or

(ii) in the case of a National Privacy Principle or an Approved Privacy Code, the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under the Contract, and the activity or practice is inconsistent with the National Privacy Principle or Approved Privacy Code;

d. notify individuals whose Personal Information is held by the Contractor or Subcontractor, as the case may be, of the complaints mechanism outlined in the Act that may apply to the Contractor:
a. disclose in writing to any person who asks, the content of the provisions of the Contract (if any) that are inconsistent with a National Privacy Principle or an Approved Privacy Code binding a party to the Contract;

f. carry out and discharge the obligations contained in the Information Privacy Principles as if it were an agency under the Act; and

g. ensure that any officer, employee or agent of the Contractor who is required to deal with Personal Information for the purposes of the Contract, is made aware of the obligations of the Contractor as set out in this clause 9.7.

9.7.2 The Contractor shall promptly notify the Commonwealth Representative if the Contractor:

a. becomes aware of a breach or possible breach of any of the obligations contained in, or referred to, in clause 9.7, whether by the Contractor or Subcontractor;

b. becomes aware that a disclosure of Personal Information may be required by law; or

c. is approached by the Privacy Commissioner, or by any individual to whom any Personal Information held by the Contractor or Subcontractor relates, in respect of Personal Information.

9.7.3. The Contractor shall ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Contractor has under this clause 9.7, including the requirement in relation to Subcontracts.

9.8 Public Announcements

9.8.1 The Contractor shall not make any public announcement or other statement which refers or is connected to the Contract, including on any matter related to the Services, without first consulting the Commonwealth Representative, except if prevented from doing so by any law or the rules of any stock exchange or similar body on which the Contractor is listed. This clause does not apply to routine marketing activities promoting a Contractor's product or to information that is public knowledge other than by breach of this clause.
10 DISPUTES AND TERMINATION
10.1 Resolution of Disputes

10.1.1 If a dispute arising between the Commonwealth and the Contractor cannot be settled by negotiation (including negotiation between senior management of the parties) within 60 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.

10.1.2 The Contractor shall at all times during the dispute continue to fulfil its obligations under the Contract.

10.2 Contractor Default

10.2.1 The Commonwealth may, in addition to any other right or remedy it may have, by notice in writing to the Contractor, immediately terminate the Contract or reduce the scope of the Contract in the event that the Contractor:

a. becomes bankrupt or insolvent;

b. becomes subject to any form of administration or assigns its rights otherwise than in accordance with the Contract;

c. commits any breach for which the Contract provides a notice of termination for default may be given; or

d. fails to take action to remedy a default by the Contractor of another obligation to be performed or observed under the Contract within 14 days of being given notice in writing by the Commonwealth Representative to do so, where action is taken within 14 days, the Contractor fails to remedy the default within the period specified in the notice.

e. commits a breach of clause 9.3.2

10.2.2 If the Contract is terminated under this clause or otherwise:

a. the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of its officers, employees, agents or Subcontractors and personnel, which contain or relate to any Commercial-In-Confidence Information or which are security classified;

b. subject to clause 10.4, the parties shall be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;

c. rights to recover damages, including full contractual damages, shall not be affected;

d. the Contractor shall deliver to the Commonwealth the TD for Services produced prior to the date of termination, within 30 days of receipt of the notice of termination, or other period agreed by the parties; and

e. the Contractor shall return to the Commonwealth all CMCA in its possession, power or control or in the possession, power or control of its officers, employees, agents or Subcontractors and personnel.

10.3 Right of Commonwealth to Recover Money

10.3.1 Without limiting the Commonwealth's rights or remedies under the Contract or at law, if the Contractor owes any debt to the Commonwealth in relation to the Contract, the Commonwealth may at its discretion do one or both of the following:

a. deduct the amount of the debt from payment of any claim; or

b. give the Contractor written notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days of receipt of notice.
10.3.2 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Contractor shall pay to the Commonwealth interest at the Reserve Bank of Australia cash rate target current at the date the payment was due for each day the payment is late.

10.3.3 Nothing in this clause 10.3 shall affect the right of the Commonwealth to recover from the Contractor part of or the whole of any debt owed by the Contractor, or any balance that remains owing after deduction.

10.4 Survivorship

10.4.1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration shall survive, including provisions relating to Commercial-in-Confidence Information, Privacy, Intellectual Property and the right of the Commonwealth to recover money, Defence Security and any warranties, guarantees, licences, indemnities or financial and performance securities given under the Contract.

10.5 Termination or Reduction for Convenience

10.5.1 In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract or reduce the scope of the Contract by notifying the Contractor in writing.

10.5.2 If the Commonwealth Representative issues a notice under clause 10.5.1, the Contractor shall:
   a. stop or reduce work in accordance with the notice;
   b. comply with any directions given to the Contractor by the Commonwealth; and
   c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction, including those arising from affected Subcontracts.

10.5.3 The Commonwealth shall only be liable for:
   a. payments under the payment terms of the Contract for work conducted before the effective date of termination or reduction; and
   b. any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction, if the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative.

10.5.4 The Contractor shall not be entitled to any profit anticipated on any part of the Contract terminated or reduced.

10.5.5 The Contractor shall, in each Subcontract, secure the right of termination and reduction and terms for compensation functionally equivalent to that of the Commonwealth under clause 10.5.
SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

(signature)  (print name and position)  13/6/2013 (date)

In the presence of:

(signature)  (print name of witness)  13/6/13 (date)

SIGNED for and on behalf of

THE CONTRACTOR:

(...INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE...)

Macroeconomics.com.au Pty Ltd, A.C.N. 126 876 535 and A.B.N. 901 2887 8535

(signature)  (print name)  Director/Secretary  13/6/13 (date)

In the presence of:

(signature)  (print name)  Director/Secretary  13/6/13 (date)
ATTACHMENT A

STATEMENT OF WORK

1. INTRODUCTION

1.1 The Australian Government spends in the order of $5 billion each year on military equipment, including advanced weapons systems, produced and maintained in Australia by mostly overseas-owned defence companies.

1.2 This investment spans the maritime, aerospace, electronic, vehicle and weapons areas of domestic defence industry and covers work performed in a range of metropolitan and regional locations around the country. Despite recent changes in the Defence military equipment budget and a shift towards the procurement of equipment produced overseas, the Department’s in-country expenditure remains substantial. For some areas, like maritime, it is expected to grow significantly in the medium-long term.

1.3 While the majority of in-country Departmental outlays on capital equipment tend to be channelled in the first instance through a small number of leading prime contractors, substantial amounts typically flow through to small-medium sized enterprises. Many of these small-medium sized enterprises are Australian-owned and possess specialised defence manufacturing capabilities of strategic value to the Australian Defence Force (ADF).

1.4 The Defence industry in Australia is variously estimated to employ more than 20,000 people directly and a further 10,000 to 15,000 people indirectly (on a full-time equivalent basis). While that employment is dispersed widely, there are a number of regional locations around Australia where defence industry contributes substantially to local levels of employment and general economic activity. Annex A describes some of the regions involved.

1.5 Defence expenditure and its domestic employment effects have a high public profile. This kind of expenditure is often viewed as a conduit for broader manufacturing industry development in Australia and an avenue for promoting technological innovation, global export market development and high pay/high skill job opportunities. Nonetheless, the industry must compete for skilled labour in particular with other sectors of the economy. In recent years, the spectre of industry skills shortages in some professions has emerged as a potentially important constraint to industry development.

1.6 At the level of individual Defence capital equipment projects, including those dealing with the acquisition and subsequent through-life support of things like naval combat vessels, military aircraft, armoured vehicles and munitions, the domestic economic impact of equipment expenditure is frequently taken into account when deciding whether equipment should be made domestically or sourced from overseas. The Effective Rate of Assistance (ERA) is sometimes used as an indicator of whether domestic supply is desirable.

1.7 A Defence capital equipment project of particular interest in the period ahead is the construction of a replacement for the Navy’s Collins class submarines (project SEA 1000). Expected to be the largest ever defence project undertaken within Australia, SEA 1000 will extend over decades with an expected focus on construction work in South Australia. The potential economic impact of the project may have a bearing on SEA 1000’s ultimate scale and timing.
ATTACHMENT A

2. STATEMENT OF WORK

2.1 The Department of Defence is seeking to commission the adaptation of an already existing and proven model of the Australia economy, with the aim of better understanding the dimensions of Defence industry as a whole and the broader economic effects of individual military capital equipment projects, including SEA 1000 and sustainment of that equipment.

2.2 To assist with the project from a data perspective, Defence holds, or is shortly expecting to hold, the following information:

a. details of individual capital equipment projects currently managed by Defence and expected to emerge in the decade ahead - with spending broken down by industry element, project activity (acquisition or sustainment), constant dollar value, year and State/Territory;

b. the results of two recent surveys of the Top 50 domestic capital equipment suppliers in Australia (2007 and 2012) covering company sales, profitability, cost structures, geographic locations, dependency on Defence orders, employment numbers and skills profiles. Together, these suppliers are estimated to absorb more than 95% of Defence's in-country capital equipment outlays;

c. copies of a range of economic impact studies for individual capital equipment projects, which were commissioned by the Department in recent years and cover a number of regional locations as well industry areas; and

d. a series of potential scenarios of how SEA 1000 might evolve, including domestic build options for the new submarines.

2.3 SEA 1000

a. Modelling SEA 1000 raises a number of issues. These include how to develop reasonably useful indicators of potential impact when the project may not commence for some time and extend over decades. Another is what kinds of costs and benefits the project might generate which may not be reflected quantitatively in traditional modelling techniques. The technology 'spillover' effects of the project are of special interest to Defence.

b. With these points in mind, Defence proposes that the SEA 1000 aspect of the Contract include an initial assessment of the economic impact of the Collins class submarines using historical data held by the Department and the submarines' builder, the Australian Submarine Corporation (ASC). This kind of case study approach may help to illuminate some of the logistical and methodological issues associated with constructing an economic impact model for the new submarines and illustrate what kinds of non-quantifiable effects Defence might expect to arise from submarine construction activity.

2.4 The Contract will be undertaken in 2 Phases, with a total of 4 stages:

Phase 1

a. Stage 1: A short scoping study report regarding the adaption of an existing and proven model of the Australian economy into a Defence specific model;

Phase 2

b. Stage 2: Adaption of the Contractor's economic model to deliver a 'baseline' Defence specific model and a report providing a short economic profile of the Australian Defence industry (Military Capital Equipment acquisition and

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1 For a discussion on the potential technological 'spillovers' of these types of projects which might not be covered by traditional forms of economic modelling see Gunnar Elisson, Advanced Public Procurement as Industrial Policy, Springer, New York, 2010.
ATTACHMENT A

sustainment only); 

c. Stage 3: A report which explores the historical impact of the acquisition/construction and sustainment phase of the Collins class submarine project, including the development of an ancillary framework for analysis of the technological and other 'spillovers' associated with the acquisition/construction and sustainment phase of the Collins class submarine; and 

d. Stage 4: A report on the economic impact of SEA 1000.

2.5 The Contractor will initially be engaged to complete Phase 1 of the Contract. On Contractor's completion of Phase 1 the Commonwealth will evaluate the Contractor's performance and will then either exercise the Option for the Contractor to complete Phase 2, or allow the Contract to expire.

2.6 In the event that the Commonwealth decides to allow the Contract to expire at the completion of Phase 1, the Commonwealth may seek an alternative service provider to deliver the remaining services under the Contract.

2.7 Stage 1: The Contractor shall deliver a scoping study report which will:

a. Clarify what the model is expected to do (through early and close consultation with Defence); 

b. Describe clearly what any proposed model can and cannot realistically achieve, including the level of sectoral detail it might provide, the time horizons it might cover and the degree to which it might capture regional economic impacts; 

c. Identify competing options for how the model might be structured, including a modular approach to construction in which additional capabilities might be added after an initial version of the model is created; 

d. Consider the links the model has to already established economic models of the Australian economy, what constraints those links might impose and how the constraints might be managed; 

e. Determine what supporting data and other contributions are likely to be required from various stakeholders to support a model, including input from the Department of Defence, defence industry and State and Territory Governments; 

f. Describe the costs and risks associated with creating and maintaining the model, including a potential timeframe for delivery; 

g. Describe the intellectual property and related issues which may be relevant to the model's construction and use. If applicable, this includes updating the IP schedule at Attachment C. 

h. Describe the scope and contents of what the model as a whole will deliver including the nature of the reports at Stage 3 and Stage 4.

2.8 Stage 2: If the Commonwealth elects to exercise the Option, the Contractor shall adapt their general equilibrium model in order to construct a 'baseline' Defence specific model which is capable of:

a. Quantifying the employment and broader economic impacts of Defence capital equipment spending on national, State/Territory and relevant regional economies from a general equilibrium perspective over a period of up to 10 years; 

b. Distinguishing the economic impact of capital equipment spending for individual segments or elements of Australian defence industry including maritime, aerospace, electronic, vehicle and weapons; 

c. Testing and comparing the expected economic impact of expenditure associated with major individual Defence procurement projects, including the issue of whether expenditure on some projects might in some way disadvantage Defence by drawing resources from other defence industry
ATTACHMENT A

activities;

d. Forecasting industry demand for labour associated with Defence’s planned investment, in the context of industry and economy-wide patterns of labour supply and demand;

e. Providing the Commonwealth with an indication of the economic impact of delivery of the Collins class submarine and potential economic impact of SEA 1000; and

f. Supporting the periodic preparation of a short, but still comprehensive, economic-profile of defence capital equipment acquisition and sustainment in Australia suitable for public distribution. It should also be capable of facilitating the preparation of economic impact statements for individual major procurement projects, suitable for consideration at senior levels of Government. It is expected that the ‘baseline’ Defence specific model will be linked to the Contractor’s current general equilibrium model.

From the model, the Contractor will deliver a short economic profile of the industry suitable for broad distribution and geared towards non-specialist readers.

2.9 Stage 3: If the Commonwealth elects to exercise the Option, the Contractor shall deliver a report, suitable for distribution at senior levels of Government, which explores the historical impact of the acquisition or construction and sustainment phase of the Collins class submarine project including its technology ‘spillover’ effects. This is expected to require:

a. the collection from Defence and industry of relevant historical data;

b. the development of an ancillary framework for analysing the technological and other spillovers connected with the project;

c. an analysis of the costs and benefits of sourcing the submarines domestically (potentially in comparison to sourcing from overseas);

d. an estimate of the project’s Effective Rate of Assistance (ERA);

e. an assessment of the lessons learned from modelling Collins which might assist in modelling SEA 1000.

2.10 Stage 4: If the Commonwealth elects to exercise the Option, the Contractor will provide a report on the economic impact of SEA 1000. This will involve modelling (to the extent that data and other constraints permit) the economic impact of SEA 1000. It is likely that this Phase will require a comparison of four or five of the most likely scenarios for the acquisition phase of the new submarine project. Given the extended period over which the acquisition phase is likely to occur, careful consideration will need to be given to identifying the critical assumptions underpinning forecasts and the qualifications which should be placed on the use and interpretation of modelling data.

2.11 The Contractor is also required to verbally brief senior officials from the Department of Defence and other Commonwealth portfolios on the outcomes of their analysis at appropriate times throughout the project. The Contractor may also be required to meet with and discuss their findings with senior representatives from Commonwealth, State and Territory Governments.
ATTACHMENT A

3. DELIVERABLES

3.1 The Contractor shall provide one hard copy and two soft copies of the deliverables in accordance with the schedule detailed below:

Table 1: Contract deliverables

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverables</th>
<th>Location</th>
<th>SOW Ref</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scoping study report</td>
<td></td>
<td>Clause 2.7</td>
<td>By 31 August 2013</td>
</tr>
<tr>
<td></td>
<td>Report on the economic profile of the Australian Defence industry</td>
<td></td>
<td>Clause 2.8</td>
<td>To be determined after the scoping study report has been prepared</td>
</tr>
<tr>
<td>3</td>
<td>Report on the economic impact of the Collins class submarine project</td>
<td></td>
<td>Clause 2.9</td>
<td>To be determined after the scoping study report has been prepared but ideally before 23 December 2013</td>
</tr>
<tr>
<td>4</td>
<td>Report on the economic impact of SEA 1000</td>
<td></td>
<td>Clause 2.10</td>
<td>By 31 May 2014</td>
</tr>
</tbody>
</table>

3.2 The Contractor shall provide the deliverables in the following format:

a. Soft copies: PDF format; and
b. Hard copies: Printed and presented in folders.

4. MEETINGS AND REPORTING

4.1 The Director-General Economic and Commercial Analysis in the Defence Materiel Organisation (DMO) will be available to assist the Contractor with aspects of the Contract on a day-to-day basis. However, management of the project, including the collection and processing of data, the organisation of stakeholder interviews, the drafting of written reports and the verbal presentation of findings, remain the Contractor’s responsibility.

4.2 A Steering Committee has been formed to supervise the consultancy project, consisting of representatives from the Departments of Defence, The Treasury and the Department of Industry, Innovation, Climate Change, Science, Research and Tertiary Education. The Contractor will be required to liaise with the Committee on a regular basis as the project progresses.

5. KEY PERSONS

5.1 The Key Persons identified for the performance of the Contract are:

Table 2: Personnel identified for the Performance of the Contract

<table>
<thead>
<tr>
<th>Name</th>
<th>Task Title/Duties</th>
<th>Labour category (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Manager, modelling and principle report writer</td>
<td>NA</td>
</tr>
</tbody>
</table>
5.2. Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from 24 December 2013 to 2 January 2014.

6. GOVERNMENT FURNISHED MATERIAL

6.1 The Commonwealth shall provide the following GFM to the Contractor at the times and places detailed below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Date Required</th>
<th>Location Required</th>
<th>Remarks/Intended Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>All relevant data held by the Department of Defence in relation to defence industry in Australia</td>
<td>At appropriate times throughout the contract</td>
<td>Canberra</td>
<td>This data will be identified more clearly as part of a purpose designed scoping study under the contract (Stage 1)</td>
</tr>
</tbody>
</table>

7. STOCKTAKING OF CONTRACTOR MANAGED COMMONWEALTH ASSETS

7.1 The Contractor shall:

a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of CMCA;

b. undertake quarterly stocktakes of CMCA; and

c. develop and deliver quarterly CMCA stocktaking reports that include the following information:

(i) the stocktake number;

(ii) the storage location of all goods included in the stocktake;

(iii) all stocktake codes;

(iv) stocktake start and end dates; and

(v) statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaked, surpluses and deficiencies.

7.2 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
ATTACHMENT A

7.3 The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.

8. KEY PERFORMANCE INDICATORS

8.1 The following criteria may be applied when assessing whether to accept Phase 1, Stage 1:

a. The Contractor must address each statement listed at clause 2.7 of the Statement of Work.

b. The statements at clause 2.7 of the Statement of Work must be addressed at a depth which at least provides:

(i) Comprehensive coverage of the issues;

(ii) Clear identification of the options;

(iii) Clear identification and explanation of the optimal option; and

(iv) Clear identification and explanation of any issues associated with implementing the optimal option; and

In doing so, the scoping study will necessarily consider:

(v) The data likely to be available to support subsequent phases of the contract

(vi) Any qualifications or conditions which might be associated with the outputs from the contract.

8.2 The following criteria may be applied when assessing whether to accept Phase 2, Stage 2:

a. The Contractor must address each statement listed at clause 2.8 of the Statement of Work.

b. The statements at clause 2.8 of the Statement of Work must be addressed at a depth which at least provides:

(i) Comprehensive coverage of the issues;

(ii) Clear identification of overall size and impact of the capital equipment element of Australian defence industry;

(iii) Clear identification of the size and impact of major individual elements of the capital equipment element of Australian defence industry, namely those dealing with maritime, aerospace, electronics and munitions/weapon; and

(iv) An identification (to the extent feasible) of the size and impact of the capital equipment element of Australian defence industry by State/Territory and major region in which industry activity occurs (based on a selected list of regions identified in Annex A of the Statement of Work)

(v) Delivery of a written economic Profile of the industry which is potentially suitable for public distribution

8.3 The following criteria may be applied when assessing whether to accept Phase 2, Stage 3:

a. The Contractor must address each statement listed at clause 2.9 of the Statement of Work.

b. The statements at clause 2.9 of the Statement of Work must be addressed at a depth which at least provides:

(i) Comprehensive coverage of the issues;
ATTACHMENT A

(ii) Clear identification of overall size and economic impact of the acquisition and sustainment phases of the Collins class submarine project, to the degree historical data on the project permits;

(iii) An assessment of the non-quantifiable impacts of the Collins project, with an emphasis on the technological spillovers associated with the project; and

(iv) Appropriate modifications to the economic model developed in Stage 2 of the contract to reflect the particular requirements of modelling the New Submarine project under Stage 4 of the contract;

(v) Delivery of a written report detailing the impacts of the Collins project which is suitable for distribution at senior levels of Government.

8.4 The following criteria may be applied when assessing whether to accept Phase 2, Stage 4:

a. The Contractor must address each statement listed at clause 2.10 of the Statement of Work.

b. The statements at clause 2.10 of the Statement of Work must be addressed at a depth which at least provides:

(i) Comprehensive coverage of the issues;

(ii) Clear identification of overall size and economic impact of the proposed acquisition and sustainment phases of the New Submarine project, to the degree available data on the project permits;

(iii) A comprehensive assessment of the non-quantifiable impacts of the New Submarine project, with an emphasis on the technological spillovers associated with the project;

(iv) Delivery of a written report detailing the impacts of the New Submarine project which is suitable for distribution at senior levels of Government.
ANNEX A - ATTACHMENT A

Major Locations of Defence Capital Equipment Manufacturing in Australia

Queensland - in and around Brisbane airport and Ipswich (mainly aerospace but some military vehicle work) and Cairns (minor ship repair);

New South Wales - Garden Island in Sydney (ship repair), Chatswood/Ryde in Sydney (electronics), Newcastle/Williamtown (ship repair/aircraft maintenance), Lithgow (small arms), Mulwala (explosives), Canberra/Queanbeyan (mainly electronics and electrical equipment);

Victoria - Bendigo (military vehicles), Benalla (ammunition and explosives), Bendigo and Wangaratta (military clothing), Melbourne (electronics, clothing and shipbuilding), Wodonga (military vehicle maintenance);

South Australia - Mawson Lakes in Adelaide (electronics), Osborne in Adelaide (shipbuilding and repair) and Edinburgh near Adelaide (aircraft maintenance and repair);

Western Australia - Rockingham/Fremantle near Perth (ship repair).

Northern Territory - Darwin (ship repair and vehicle repair).
ATTACHMENT B
PAYMENT

1. BASIS OF PAYMENT

1.1 Subject to clause 5 of the conditions of contract, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the labour rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause 2:

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Stage 1</th>
<th>Estimated Allowable Days</th>
<th>Average Labour Rates (GST Inclusive)</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>40</td>
<td></td>
<td>$470</td>
</tr>
</tbody>
</table>

1.2 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.

1.3 Notwithstanding clause 1.1 above, and subject to clause 8.1 of the conditions of contract, the Contractor shall provide the Services for a Contract Price which shall not exceed $407,000 excluding approved software and data collection costs along with relevant travel, accommodation and living expenses.
2. **REIMBURSABLE EXPENSES**

2.1 The following expenses shall be reimbursed to the Contractor under the Contract:

a. Where the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence Travelling Allowance rates which have been adjusted to include an element for GST. All claims for such reimbursement shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence Travelling Allowances. As an alternative to reimbursement of such expenses, and at the discretion of the Commonwealth, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements. However, it is not envisaged that such an alternative will be used.

2.2 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under the Contract does not constitute a reimbursable expense.

2.3 If requested by the Commonwealth Representative, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.

2.4 Travelling Allowance Rates provided to the Contractor under the Contract have been supplied to the Department of Defence under licence by the Department of Education, Employment and Workplace Relations for Defence Purposes only. The Travelling Allowance Rates are to be used only for the payment of allowances or for budgeting purposes. The Contractor shall not make public or disclose the Travelling Allowance Rates to other agencies, organisations or individuals without the prior written consent of the Department of Defence. This clause shall survive the expiration or termination of the Contract and shall apply regardless of whether the Travelling Allowance Rates are or become public knowledge.
**ATTACHMENT C**

**INTELLECTUAL PROPERTY SCHEDULE**

1. **BACKGROUND IP (CONTRACTOR)**
   1.1 Models, templates for reporting, data analysis, analysing modelling results, I-O modelling and multiplier calculation

2. **THIRD PARTY IP**
   2.1 Software
   2.2

3. **FOREGROUND IP**
   3.1 Executable Model
   3.2 Databases generated under this Contract
   3.3 Deliverables as per paragraph 3 Attachment A of the Conditions of Contract
## ATTACHMENT D

**COMMERCIAL-IN-CONFIDENCE INFORMATION**

**Table 1: Commercial-In-Confidence Information**

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Title of clause</th>
<th>Reason for classification</th>
<th>Party for whom the Information is Commercial-in-Confidence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Conditions of Contract**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Attachments to the Conditions of Contract**

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Name</th>
<th>Reason for classification</th>
<th>Party for whom the Information is Commercial-in-Confidence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B - Payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C - Intellectual Property Schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>