

ATTACHMENT A
STATEMENT OF WORK (CORE)

Note to drafters: This Attachment provides example clauses only for writing a Statement of Work. Guidance on these issues can be found in the ASDEFCON (Services) Handbook.

Note to tenderers: Attachment A will consist of an amalgamation of this Attachment and the successful tenderer's response.

1. INTRODUCTION (CORE)

1.1 [...INSERT SUMMARY OF REQUIREMENT...]

1.2 [...INSERT BACKGROUND TO REQUIREMENT...]

2. STATEMENT OF WORK (CORE)

Note to drafters: It is usual to either set up a services contract so that the Contractor is conducting the work in phases, or else is performing ongoing duties. There are many different ways to draft a SOW to address these separate needs. Detailed below are just two examples of drafting to reflect these needs. Please note the following example assumes that there is no right for the Commonwealth to terminate the Contract at the completion of each phase.

Option A: For when a Contractor is performing a specific task (produce a report etc) you may choose to use clauses similar to the following:

2.1 The Contractor shall undertake the work in the following phases:

- a. Phase 1: [...INSERT DETAILS...];
- b. Phase 2: [...INSERT DETAILS...];
- c. Phase 3: [...INSERT DETAILS...]; etc

2.2 Phase 1: [...INSERT DETAILS OF PHASE/NAME...]

- a. The Contractor shall.....
- b. The Contractor shall.....

2.3 Phase 2: [...INSERT DETAILS OF THE PHASE/NAME...]

- a. The Contractor shall.....
- b. The Contractor shall.....

Option B: For when a Contractor is performing ongoing duties rather than a specific discrete task, you may choose to use clauses similar to the following:

2.4 The Contractor shall:

- a. [...INSERT DETAILS AS APPROPRIATE...for example: provide general Project Management and ILS advice on THE PROCUREMENT...]; and
- b. draft and staff documentation including:
 - (i) ILS Plans; and
 - (ii) transition plans; etc

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3. DELIVERABLES (CORE)

Option A: For when a Contractor is performing a specific task (produce a report etc) you may choose to use clauses similar to the following:

- 3.1 The Contractor shall provide [...INSERT NUMBER...] hard copies and [...INSERT NUMBER...] soft copies of the deliverables in accordance with the schedule detailed below:

Table 1: Contract deliverables

No.	Deliverables	Location	SOW Ref	Delivery Date

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

- a. Soft copies: [...INSERT FORMAT...]; and
- b. Hard copies: [...INSERT FORMAT...].

Option B: For when a Contractor is performing ongoing duties rather than a specific discrete task you may choose to use clauses similar to the following:

Note to drafters: Care must be exercised here when specifying tasks to minimise the risk of the Contractor being deemed to be an employee of the Commonwealth. If necessary, drafters should consult the DPPM or seek assistance from the Contracting Help Desk.

- 3.3 [...DESCRIBE THE SERVICES. For example: the Contractor shall provide deliverables on an ongoing basis as directed by the Commonwealth Representative...]

4. MEETINGS AND REPORTING (OPTIONAL)

- 4.1 [...INSERT ANY SPECIFIC MEETING AND REPORTING REQUIREMENTS...].

5. KEY PERSONS (CORE)

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

Table 2: Personnel Identified for the Performance of the Contract

Name	Task Title/Duties	Labour category (if applicable)

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Option: For when Key Persons will not be required to work over the Christmas / New Years stand-down period.

Note to Drafters: Depending on the nature of the Services to be provided, it may be necessary to avoid situations where the Contractor is working without access to guidance or management from APS/ADF personnel during the Christmas/New Year stand-down period. This may be especially important if Commonwealth employee input or supervision is required for the Services to be satisfactory completed.

5.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from [...INSERT DATE...] to [...INSERT DATE...].

6. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: In this instance, GFM includes items such as work areas.

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

Table 3: Government Furnished Material

Item	Date Required	Location Required	Remarks/Intended Purpose

7. STOCKTAKING OF CONTRACTOR MANAGED COMMONWEALTH ASSETS (CORE)

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.

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

ATTACHMENT B
PAYMENT (CORE)

1. BASIS OF PAYMENT

Option A: For when the Contractor will be paid at the conclusion of the task.

- 1.1 Subject to clause 5 of the conditions of contract, the Contract Price is (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...), and is payable upon delivery of the final deliverable and completion of the Services. The Contractor may submit a claim for payment of the Contract Price upon delivery of the final deliverable and completion of the Services.

Option B: For when the Contractor will be paid on completion of agreed milestones

Note to drafters: milestone details should align with the phases in the SOW.

- 1.2 Subject to clause 5 of the conditions of contract, the Contract Price is (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...), and is payable in the following instalments:
- a. [...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...] upon completion of [...INSERT MILESTONE DETAILS...]; and
 - b. [...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...] upon completion of [...INSERT MILESTONE DETAILS...].
- 1.3 The Contractor may submit a claim for payment of each instalment following completion of the relevant milestone.

Option C: For when the Contractor will be paid monthly in arrears based on pre-agreed rates that apply to defined labour categories and the Services are to be delivered within an agreed maximum (i.e. not to be exceeded) Contract Price.

- 1.4 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:

Labour Category	Estimated Allowable Hours	Labour Rates (GST Inclusive)

- 1.5 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.
- 1.6 Notwithstanding clause 1.4 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 (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...).

ATTACHMENT B

2. REIMBURSABLE EXPENSES

Note to drafters: Drafters should choose one of the following clauses.

Information on Travelling Allowances is contained within Departmental Personnel Instruction No 2/2009 Rates for Payment of Travel Costs - June 2009 Adjustments.

Option A: For when no expenses will be reimbursed.

2.1 No expenses shall be reimbursable under the Contract.

Note to tenderers: If information on Defence Travelling Allowance rates is required prior to submitting your tender, contact the Contact Officer.

Option B: For when the Commonwealth will reimburse specified expenses.

2.2 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.
- b. [...INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE...].

2.3 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.

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

2.5 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 (CORE)

Note to tenderers: Attachment C will consist of an amalgamation of this Attachment and the successful tenderer's response.

1. BACKGROUND IP (CONTRACTOR)

Note to tenderers: List and/or describe in detail.

2. THIRD PARTY IP

Note to tenderers: List and/or describe in detail.

3. FOREGROUND IP

Note to tenderers: List and/or describe in detail.

ATTACHMENT D

COMMERCIAL-IN-CONFIDENCE INFORMATION (CORE)

Note to drafters: Drafters should review the examples provided below, prior to release of the RFT, and include them as appropriate.

Note to tenderers: Attachment D will consist of an amalgamation of this Attachment and the successful tenderer's response. Defence considers that there are six reasons why a clause may be considered to be Commercial-in-Confidence Information:

- a. contains commercially sensitive information, disclosure of which is not in the relevant party's best interest;
- b. contains details about commercially sensitive pricing information including profit margins and the underlying price basis;
- c. contains details about insurance and liability regimes that are commercially sensitive;
- d. contains details about intellectual property regimes that are commercially sensitive;
- e. contains details about the capability/services being delivered that are commercially sensitive; or
- f. contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive.

Guidance on the classification of provisions as Commercial-in-Confidence Information is contained in the DPPM.

Pricing and allowances provisions in Attachment B should only be listed in this Attachment if they contain information which is not publicly available, which is commercially sensitive and which is communicated and received in circumstances imposing an obligation of confidentiality.

Table 1: Commercial-In-Confidence Information

Clause number	Title of clause	Reason for classification	Party for whom the information is Commercial-in-Confidence
Conditions of contract, for example			
Clause 7.2 (if amended)	Warranties and Representations	Contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive	Insert name of party

ATTACHMENT D

Clause number	Title of clause	Reason for classification	Party for whom the information is Commercial-in-Confidence
Conditions of contract, for example			
Clause 4	Intellectual Property	Contains details about intellectual property regimes that are commercially sensitive	Insert name of party
Any Tailored clauses	(Insert any clauses which are not standard template clauses and which are by their nature confidential and which contain information communicated and received in circumstances imposing an obligation of confidentiality)	Insert relevant reason	Insert name of party
Indemnity and insurance provisions - add these provisions if modified from the template	(Insert indemnity and insurance clauses which are not standard template clauses and which contain information communicated and received in circumstances imposing an obligation of confidentiality)	Contains details about insurance and liability regimes that are commercially sensitive	Insert name of party
Other - any confidential clauses inserted in the contract add	(Insert any additional clauses which are not standard template clauses and which contain information communicated and received in circumstances imposing an obligation of confidentiality)	Insert relevant reason	Insert name of party
Attachment A: (List relevant parts of the SOW)	Statement of Work	Contains details about the capability/services being delivered that are commercially sensitive	Insert name of party
Attachment B:	Payment	Contains details about commercially sensitive pricing information including profit margins and the underlying price basis	Contractor
Attachment C	Intellectual Property Schedule	Contains details about intellectual property regimes that is commercially sensitive	Insert name of party

ATTACHMENT E

AUSTRALIAN INDUSTRY CAPABILITY (AIC) (CORE)

1 AIC REQUIREMENTS

Note to drafters: if Industry Requirements are identified or if the expected value of the Contract exceeds \$50 million, more extensive AIC clauses will be required. In this case drafters should refer to the ASDEFCON Support template and contact the Director AIC Implementation for assistance.

1.1 AIC Program Objectives

- 1.1.1 The AIC program has two objectives:
- a. the generation and sustainment of indigenous industrial capabilities essential to meeting Australia's sovereign military self reliance needs, as required in support of ADF operational capability; and
 - b. the creation of competitive opportunities for local industry to provide goods and services, domestically and internationally, as part of global supply chains, based on best value for money.
- 1.1.2 To meet these objectives the Contractor shall establish competitive commercial arrangements for Local Industry Activities (LIA) and management arrangements as set out in the AIC Schedule.

1.2 AIC Schedule

Note to tenderers: Attachment E will consist of an amalgamation of this Attachment, the AIC Schedule at Table 1 in Annex E to the conditions of tender and the successful tenderers response.

ATTACHMENT F

SECURITY CLASSIFICATION AND CATEGORISATION GUIDE (OPTIONAL)

Note to drafters: For information on developing a SCCG refer to Part 2:64 of the DSM and contact the Project Operations and International Visits section of the Defence Security Authority (for contact information refer to DSM Part 1, Annex A).

Drafters should insert the Security Classification and Categorisation Guide prior to release of RFT.