

ATTACHMENT A

STATEMENT OF WORK (CORE)

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

ATTACHMENT B**PRICE AND PAYMENTS (CORE)**

1.1 Attachment B consists of the following Annexes:

- A. Milestone Payments;
- B. Recurring Services;
- C. Performance Payments;
- D. Task-Priced Services;
- E. Survey and Quote Services;

Option: Include if Annex F, as part of the Contractor Standing Capability module, is to be included in the Contract.

F. Contractor Standing Capability (CSC) Pricing;

G. Not used;

H. Not used;

I. Adjustments; and

Option: Include if Annex J, a detailed schedule of payments, is to be included in the Contract.

J. Schedule of Payments.

1.2 The dates specified in the Delivery Schedule at Attachment C shall have precedence over any dates specified in this Attachment B in the event of any inconsistency.

ANNEX A TO ATTACHMENT B**MILESTONE PAYMENTS (CORE)**

Note to tenderers: Annex A to Attachment B will consist of an amalgamation of the price schedules in TDR D1-1, the successful tenderer's response, and any negotiated adjustments.

1. INTRODUCTION

- 1.1 This Annex A describes the amounts payable to the Contractor as a Mobilisation Payment or for the achievement of Milestones in accordance with the Contract.
- 1.2 The obligations of the Commonwealth under this Annex A are subject to the:
- a. Contractor making a claim for payment in accordance with clause 7.2 of the conditions of contract; and
 - b. other provisions of the Contract (including clause 7.9 of the conditions of contract).

2. MOBILISATION PAYMENT (OPTIONAL)

- 2.1 The amount of the Mobilisation Payment is [...INSERT AMOUNT ...].

3. MILESTONES

- 3.1 Table A-1 sets out the Milestones, the criteria for achievement of the Milestones, the Milestone Dates and the Milestone Payments. The columns in Table A-1 are:
- a. Milestone Description: A brief description of the Milestone, cross-referenced (where practicable) to the relevant clause numbers in the SOW (including DSDs).
 - b. Milestone Criteria: The criteria required to be satisfied before achievement of the Milestone can be claimed and the Milestone Payment can be made.
 - c. Milestone Date(s): The date by which the Contractor must achieve the Milestone.
 - d. Milestone Payments: The GST exclusive and duty free price payable in respect of the Milestone.
 - e. Customs Duty: If applicable, all import and export duties in \$A in respect of each Milestone.
 - f. GST: The GST amount applicable to each Milestone.
 - g. Price Variation Formula Table: If applicable, a cross-reference to the price variation formula table at Annex I of this Attachment B that will apply to the Milestone Payment for each Milestone.
- 3.2 Except where expressly indicated to the contrary, the amounts set out in Table A-1 are inclusive of all costs and other payments associated with the achievement of the Milestones in accordance with the Contract, including all fees, royalties, customs or other duties, taxes, risk premiums and contingency amounts.

ANNEX A TO ATTACHMENT B

3.3 The Contractor is taken to have achieved a Milestone only if the criteria for the Milestone set out in the following Table have been satisfied.

Note to drafters:

- a.** For the RFT, drafters should populate the following table with the Milestones, achievement criteria and Milestone Dates.
- b.** THE MATERIAL IN THE DRAFT TABLE BELOW IS INCLUDED BY WAY OF EXAMPLE ONLY. Milestones should reflect the requirements of the Contract.
- c.** Milestone Payments will be added after negotiation with the successful tenderer.

Table A-1: Prices for Milestones

MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	MILESTONE PAYMENTS							
			MILESTONE PAYMENTS (Excluding GST and customs duty)		CUSTOMS DUTY	GST	TOTAL MILESTONE PAYMENTS		PRICE VARIATION FORMULA TABLE (If applicable)	
			(a)	(b)	(c)	(d)	(e)	(f)		(d)+(e)+(f)
			\$A	[...INSERT OTHER CURRENCY ...]	\$A	\$A	\$A	[...INSERT OTHER CURRENCY ...]		
Securities	Provision to the Commonwealth of securities and deeds, in accordance with COC clause 7.	[...INSERT DATE ...]								
Operative Date	The obligations in COC clause 1.4.2 have been fully performed or waived, and the Commonwealth has issued the notice required by COC clause 1.4.3.	Planned OD								
[...DRAFTER TO INSERT ...]	[...DRAFTER TO INSERT ...]	[...INSERT DATE ...]								

ANNEX B TO ATTACHMENT B

RECURRING SERVICES (CORE)

1. INTRODUCTION

- 1.1 This Annex B describes the amounts payable to the Contractor for the provision of Recurring Services in accordance with the Contract.
- 1.2 The obligations of the Commonwealth under this Annex B are subject to the:
- Contractor making a claim for payment in accordance with clause 7.2 of the conditions of contract; and
 - other provisions of the Contract (including clause 7.9 of the conditions of contract).
- 1.3 Except where expressly indicated to the contrary, the amounts set out in this Annex are inclusive of all costs and other payments associated with the provision of Recurring Services in accordance with the Contract, including all fees, royalties, customs or other duties, taxes, risk premiums and contingency amounts.

2. SUMMARY OF PRICING FOR RECURRING SERVICES

- 2.1 Table B-1 sets out the annual Recurring Services Fee and the components of the Recurring Services Fee, on a GST exclusive and inclusive basis.

Note to drafters: The percentage at Item (d) needs to be completed before release of the RFT.

Note to tenderers: This table will be developed from the successful tenderer's response in TDR D1-2 and D3-1 and any negotiated adjustments.

Table B-1: Summary of Pricing for Recurring Services

ITEM NO	ITEM DESCRIPTION	AMOUNT (excluding GST)		GST	AMOUNT (including GST)	
		A\$	[...INSERT OTHER CURRENCY...]	A\$	A\$	[...INSERT OTHER CURRENCY...]
(a)	Core Services Fee (per annum) calculated under clause 3.					
(b)	Excluded Services Fee (per annum) calculated under clause 5.					
(c)	Recurring Service Fee (per annum) ((a) + (b))					
(d)	At-Risk Amount (per annum) $(a) \times [\text{INSERT AT-RISK PERCENTAGE}]\%$					
(e)	Base Fee (per annum) $(a) - (d)$					
(f)	Monthly Base Fee $(e) \div 12$					

ANNEX B TO ATTACHMENT B**3. CORE SERVICES FEE**

Note to tenderers: The table below will be developed from the successful tenderer's response to TDR D1-3 and any negotiated adjustments.

3.1 Table B-2 sets out the Core Services Fees. The columns in Table B-2 are:

- a. Item Number: [...Cost breakdown structure sequence / numerical sequence...] for items in the table. The highest level items in the structure are Workstreams.
- b. Item Description: A brief description of the item or Service, cross-referenced (where practicable) to the relevant clause numbers in the SOW (including DSDs).
- c. Price Per Annum (Excluding GST and customs duty): The price for each item number excluding GST, customs duty, defect warranty premium and Latent Defect premium. The price per annum is the price determined by the total number of items occurring per year and the cost of each item. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
- d. Defect Warranty Premium: If applicable, the defect warranty premium against the specific item and for the quantity of this line item per annum. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
- e. Latent Defect Premium: If applicable, the Latent Defect premium against the specific item and for the quantity of this line item per annum. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
- f. Customs Duty: If applicable, all import and export duties in \$A.
- g. GST: The GST amount applicable per line item.
- h. Price Per Annum (Including GST and customs duty): The price for each item number including GST, customs duty, defect warranty premium and Latent Defect premium. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
- i. Price Variation Formula Table: If applicable, a cross-reference to the price variation formula table at Annex I of this Attachment B that will apply to the price for each line item.

ANNEX B TO ATTACHMENT B

Table B-2: Prices for Core Services

ITEM NO.	ITEM DESCRIPTION	PRICE PER ANNUM (Excluding GST, customs duty, defect warranty premium and Latent Defect premium)		DEFECT WARRANTY PREMIUM (optional)		LATENT DEFECT PREMIUM (optional)		CUSTOMS DUTY (if applicable)	GST (if applicable)	PRICE PER ANNUM (Including GST & customs duty) (c+d+e+f+g)		PRICE VARIATION FORMULA TABLE (If applicable)
		(a)	(b)	(c)	(d)	(e)	(f)			(g)	(h)	
		\$A	[...INSERT OTHER CURRENCY ...]	\$A	[...INSERT OTHER CURRENCY ...]	\$A	[...INSERT OTHER CURRENCY ...]	\$A	\$A	\$A	[...INSERT OTHER CURRENCY ...]	
WORKSTREAM 1 – [...INSERT...]												
	WORKSTREAM 1 SUBTOTALS:											
WORKSTREAM 2 – [...INSERT...]												
	WORKSTREAM 2 SUBTOTALS:											
										CORE SERVICES FEE (PER ANNUM)		

ANNEX B TO ATTACHMENT B**4. BASE FEE AND PERFORMANCE PAYMENTS**

- 4.1 The Commonwealth shall, for the provision of the Core Services in accordance with the Contract, pay to the Contractor:
- a. the Monthly Base Fee, each month in arrears; and
 - b. for each Review Period and each KPI, the Performance Payment (if any) for that Review Period and for that KPI as determined in accordance with Annex C to this Attachment.

5. EXCLUDED SERVICES FEE

Note to tenderers: The table below will be developed from the successful tenderer's response to TDR D1-4 and any negotiated adjustments.

- 5.1 The Commonwealth shall, for the provision of the Excluded Services, pay to the Contractor the amounts specified in Table B-3, monthly in arrears. The columns in Table B-3 are:
- a. Item Number: [...Cost breakdown structure sequence / numerical sequence...] for items in the table.
 - b. Item Description: A brief description of the item or Service, cross-referenced (where practicable) to the relevant clause numbers in the SOW (including DSDs).
 - c. Price Per Annum (Excluding GST and customs duty): The price for each item number excluding GST, customs duty, defect warranty premium and Latent Defect premium. The price per annum is the price determined by the total number of items occurring per year and the cost of each item. Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - d. Defect Warranty Premium: If applicable, the defect warranty premium against the specific item and for the quantity of this line item per annum. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - e. Latent Defect Premium: If applicable, the Latent Defect premium against the specific item and for the quantity of this line item per annum. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - f. Customs Duty: If applicable, all import and export duties in \$A.
 - g. GST: The GST amount applicable per line item.
 - h. Price Per Annum (Including GST and customs duty): The price for each item number including GST, customs duty, defect warranty premium and Latent Defect premium. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - i. Price Variation Formula Table: If applicable, a cross-reference to the price variation formula table at Annex I of this Attachment B that will apply to the price for each line item.

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Note to drafters: Drafters should populate the following table with any Excluded Services Fee (ie not subject to an At Risk Amount like the Core Service Fees in clause 3). Examples include "pass-through" costs (eg GFF or GFS) which do not vary according to the nature or scope of the Services performed, or the cost of Services / Workstreams which the Commonwealth agrees not to be "at risk".

Table B-3: Excluded Services Fee

ITEM NO.	ITEM DESCRIPTION	PRICE PER ANNUM (Excluding GST, customs duty, defect warranty premium and Latent Defect premium)		DEFECT WARRANTY PREMIUM (optional)		LATENT DEFECT PREMIUM (optional)		CUSTOMS DUTY (if applicable)	GST (if applicable)	PRICE PER ANNUM (Including GST & customs duty) (c+d+e+f+g)		PRICE VARIATION FORMULA TABLE (If applicable)
		\$A	[...INSERT OTHER CURRENCY ...]	\$A	[...INSERT OTHER CURRENCY ...]	\$A	[...INSERT OTHER CURRENCY ...]	\$A	\$A	\$A	[...INSERT OTHER CURRENCY ...]	
(a)	(b)	(c)		(d)		(e)		(f)	(g)	(h)		(i)

ANNEX C TO ATTACHMENT B

PERFORMANCE PAYMENTS (CORE)

Note to tenderers: This Annex will be developed from the successful tenderer's response, and any negotiated adjustments.

1 INTRODUCTION

- 1.1.1 This Annex C to Attachment B sets out the basis on which Performance Payments are calculated and paid.
- 1.1.2 The obligations of the Commonwealth under this Annex C are subject to:
- a. the Contractor making a claim for payment in accordance with clause 7.2 of the conditions of contract; and
 - b. the other provisions of the Contract (including clause 7.9 of the conditions of contract).
- 1.1.3 Except where expressly indicated to the contrary, the amounts set out in this Annex C are inclusive of all costs and other payments associated with the provision of Core Services in accordance with the Contract, including all fees, royalties, customs or other duties, taxes, risk premiums and contingency amounts.

2 AT-RISK AMOUNTS

2.1 Allocating the annual At-Risk Amount to KPIs

- 2.1.1 The At-Risk Amount (per annum) is allocated across the KPIs for each applicable Review Period in accordance with Table C-1. The columns in Table C-1 are:
- a. KPI: KPI number and optional short name.
 - b. Weighting: The percentage of the At-Risk Amount allocated to the KPI.
 - c. At-Risk Amount per KPI: The At-Risk Amount (per annum) allocated to the KPI.
 - d. Review Periods per year: The number of Review Periods for the KPI in each year.
 - e. At-Risk Amount (per Review Period): The At-Risk Amount for each Review Period for the KPI that is made available for performance assessed against the KPI.
 - f. Performance Incentive Offered: A Performance Incentive is available for this KPI for additional performance ("Y" = yes, "N" or blank = No).

Note to drafters:

- **Update column (a) to match the KPIs in Annex A to Attachment P. Add rows for additional KPIs. Short names or abbreviations for each KPI may also be entered.**
- **Complete the "Weightings" in column (b) for each KPI. WEIGHTING PERCENTAGES MUST ADD UP TO 100%.**
- **Insert the At-Risk Amount per KPI by multiplying the total At-Risk Amount by the weighting. The total of the amounts in column (c) must equal the At-Risk Amount (per annum) referred to in clause 2 of Annex B to Attachment B. These amounts will not be able to be included until after the contract negotiations, with respect to pricing, are finalised.**
- **Complete the "Review Periods per year" in column (d) for each KPI. Review Periods for KPIs are specified in Table P-1 in Annex A to Attachment P.**
- **Insert the At-Risk Amount (per Review Period) for each KPI by dividing the At-Risk Amount (per annum) for the KPI by the number of Review Periods per year (again, this may be subsequent to price negotiations).**
- **If it is inappropriate to distribute the annual At-Risk Amount for a KPI equally across the Review Periods in a year, seek expert advice on tailoring this Table.**
- **Refer to the Handbook / Tailoring Guide for more information.**

ANNEX C TO ATTACHMENT B

Table C-1: At-Risk Amounts per KPI per Review Period

KPI	Weighting (%)	At-Risk Amount per KPI	Review Periods per year	At-Risk Amount (per Review Period)	Performance Incentive offered
(a)	(b)	(c)	(d)	(e) = (c) ÷ (d)	(f)
KPI-01	[...]%	\$[...]		\$[...]	
KPI-02	[...]%	\$[...]		\$[...]	
KPI-03	[...]%	\$[...]		\$[...]	
TOTAL	100%	\$[...]			

3 PERFORMANCE PAYMENTS

3.1 Entitlement to payment of the At Risk Amount

3.1.1 The Contractor is entitled to a payment for each Review Period in respect of its performance against each KPI, calculated in accordance with the following formula:

$$PA = A \times B$$

where:

- PA is the payment (of all or a part of the At Risk Amount) for a KPI and a Review Period;
- A is the At-Risk Amount (per Review Period) allocated to the KPI in accordance with clause 2 of this Annex; and
- B is the Adjusted Performance Score for the KPI and the Review Period, determined in accordance with Attachment P, but if the Adjusted Performance Score is more than 100%, it is taken to be 100%.

3.2 Entitlement to Performance Incentives (Optional)

Notes to drafters: If Performance Incentives are included for one or more KPIs.

- **Optional clause 3.2 provides for the payment of Performance Incentive where the Adjusted Performance Score exceeds 100%.**
- **To include this option, the drafter must structure the Adjusted Performance Score calculation, in Attachment P, to be able to exceed 100%.**
- **The amount of a Performance Incentive is based on the excess of the Adjusted Performance Score (under Attachment P) over 100%, subject to an applicable cap.**

3.2.1 If:

- a. the Adjusted Performance Score for a Review Period for a KPI is more than 100%;
- b. a Performance Incentive applies to that KPI under the table in clause 2.1.1; and
- c. the requirements of clause 7.11 of the conditions of contract are satisfied,

then the Contractor is entitled to a Performance Incentive calculated in accordance with the following formula:

$$PI = A \times (B - 100)$$

where:

- PI is the Performance Incentive for the KPI and Review Period;

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- A is the At-Risk Amount (per Review Period) allocated to the KPI in accordance with clause 2.1 of this Annex; and
- B is the Adjusted Performance Score for the KPI and the Review Period, determined in accordance with Attachment P, but subject to clause 3.2.2.

Note to drafters: Insert a cap on the Performance Incentives for KPIs. The cap is achieved by setting a maximum for the Adjusted Performance Score (eg 105%).

- 3.2.2 For the purposes of clause, 3.2.1 if the Adjusted Performance Score for a KPI and a Review Period is greater than the maximum score specified for that KPI in the following table, the Adjusted Performance Score is taken to be equal to the maximum score:

KPI	Maximum score (%)
KPI-01	
KPI-02	
KPI-03	

3.3 Interim Payments (Optional)

Note to drafters: This option provides for monthly payments "on account" of the Contractor's ultimate entitlement to a Performance Payment for a KPI at the end of the Review Period. The monthly payments are made without testing the Contractor's performance against the KPI.

Given the risks involved in making payments before the ultimate entitlement can be determined, including the risk associated with recovery of overpaid amounts, drafters must seek specialist advice before including this option.

- 3.3.1 Subject to the other provisions of this Contract, the Commonwealth shall make monthly payments (**Interim Payments**) to the Contractor in accordance with this clause 3.3 on account of the Contractor's entitlement to a Performance Payment under clause 3.1 and clause 3.2 (if applicable).
- 3.3.2 For each KPI and each Review Period, the Interim Payments shall be determined in accordance with the following formula:

$$I = \frac{A}{B} \times \frac{C}{100}$$

where:

- I is the Interim Payment for a KPI for a Review Period;
- A is the At-Risk Amount (per Review Period) allocated to the KPI in accordance with clause 2.1 of this Annex C;
- B is the number of months in a Review Period applicable to the KPI; and
- C is [... INSERT PERCENTAGE OF AT-RISK AMOUNT TO BE PAID "ON ACCOUNT" ..].

- 3.3.3 If the Adjusted Performance Score for a KPI is in:
- Performance Band III for any Review Period; or
 - Performance Band II for two or more consecutive Review Periods,
- the Commonwealth may, in its discretion by notice to the Contractor, withhold all or part of the Interim Payments for that KPI until the Adjusted Performance Score for that KPI is in Performance Band I or IV for two consecutive Review Periods.

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- 3.3.4 The exercise of the Commonwealth's rights under this clause 3.3.3 does not affect any rights of the Commonwealth under the Contract or otherwise, and does not constitute:
- a. a waiver of any other rights;
 - b. an election to exercise the rights under clause 3.3.3 instead of other rights; or
 - c. a representation that the Commonwealth will not exercise other rights,
- and the Commonwealth may exercise such other rights notwithstanding the operation of this clause 3.3.

3.4 Reconciliation of Interim Payments against the Performance Payment (Optional)

- 3.4.1 At the Performance Assessment Review for each Review Period, the Commonwealth shall calculate the Contractor's entitlement to a Performance Payment for each KPI and the Review Period in accordance with clause 3.1 and clause 3.2 (if applicable), and:
- a. if the Performance Payment is more than the sum of the payments made under clause 3.3 for the KPI and the Review Period, then the Contractor is entitled to submit a claim for the amount of the difference; or
 - b. if the Performance Payment is less than the sum of the payments made under clause 3.3 for the KPI and the Review Period, then the amount of the difference shall be a debt owed by the Contractor to the Commonwealth, and the Commonwealth may recover the amount from the Contractor in accordance with clause 12.11 of the conditions of contract.

3.5 Suspension of Measurement of a Specified KPI (Core)

- 3.5.1 The Commonwealth may, in its discretion and by notice to the Contractor, suspend the requirement to measure the Contractor's performance against a specified KPI for a Review Period or part of a Review Period.
- 3.5.2 If the Commonwealth suspends the requirement to measure a KPI for the whole of a Review Period then, despite clause 3.1, the Contractor shall be entitled to a payment equal to the full At-Risk Amount (per Review Period) allocated to the KPI.
- 3.5.3 If the Commonwealth suspends the requirement to measure a KPI for part of a Review Period then, despite clause 3.1, the Contractor's entitlement to a payment for the KPI and the Review Period shall be calculated in accordance with the following formula:

$$PA = \left[A \times B \times \frac{C}{D} \right] + \left[A \times \left(1 - \frac{C}{D} \right) \right]$$

where:

- PA is the payment for the KPI and the Review Period resulting from the suspension;
- A is the At-Risk Amount (per Review Period) allocated to the KPI in accordance with clause 2 of this Annex;
- B is the Adjusted Performance Score for the KPI and the Review Period, determined in accordance with Attachment P, but if the Adjusted Performance Score is more than 100%, it is taken to be 100%;
- C is the number of days in the Review Period not subject to the suspension; and
- D is the number of days in the Review Period.

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Option: If Performance Incentives are included for one or more KPIs.

3.5.4 If the Commonwealth suspends the requirement to measure a KPI for the whole of a Review Period then, despite clause 3.2, the Contractor shall not be entitled to a Performance Incentive for that KPI and that Review Period.

3.5.5 If the Commonwealth suspends the requirement to measure a KPI for part of a Review Period and:

- a. the Adjusted Performance Score for the KPI for that part of the Review Period that is not subject to the suspension is more than 100%;
- b. a Performance Incentive applies to that KPI under the table in clause 2.1.1; and
- c. the requirements of clause 7.11 of the conditions of contract are satisfied,

then, despite clause 3.2, the Contractor's entitlement to a Performance Incentive shall be calculated in accordance with the following formula:

$$PI = A \times (B - 100) \times \frac{C}{D}$$

where:

- PI is the Performance Incentive for the KPI and Review Period;
- A is the At-Risk Amount (per Review Period) allocated to the KPI in accordance with clause 2 of this Annex;
- B is the Adjusted Performance Score for the KPI and the Review Period, determined in accordance with Attachment P;
- C is the number of days in the Review Period not subject to the suspension; and
- D is the number of days in the Review Period.

4 PERFORMANCE IMPLEMENTATION PERIOD (OPTIONAL)

Note to drafters: If the PIP does not commence on the Operative Date, amend the following clause accordingly. Drafters also need to insert the period for the PIP (eg 12 months), which should end coincident with the end of a Review Period.

4.1 Modifications during Performance Implementation Period (Optional)

Note to drafters: The PIP is undertaken to accommodate Support System build-up and full implementation of the performance assessment process.

4.1.1 The Performance Implementation Period (PIP) is a period of [...INSERT NUMBER ...] months commencing on OD.

Option: for multi-stage PIP

4.1.2 The PIP comprises [...INSERT NUMBER ...] stages, namely:

- a. Stage 1: [...INSERT DURATION OF THIS STAGE...]; and
- b. Stage 2: [...INSERT DURATION OF THIS STAGE...].

4.1.3 The operation of clauses 2 and 3 of this Annex C and Attachment P are modified as set out in this clause 4. After the PIP, clauses 2 and 3 have full effect.

Note to drafters:

- **Select from the following options to draft either a single-stage PIP or multi-stage PIP.**

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- **To preserve Table C-2 and Table C-3, copy and paste the tables out of the clauses below before converting the table (which contains the option) from 'Table to Text'.**
- **Refer to the Handbook / Tailoring Guide for further guidance.**

Option A: For a single-stage PIP.

4.1.4 The modifications to the determination of Base Fee and Performance Payments during the PIP are:

- a. items (d), (e) and (f) in Table B-1, in clause 2.1 of Annex B to this Attachment B, are modified, during the PIP, to read as follows:

Table C-2: Modifications to the Summary of Pricing for Recurring Services

ITEM NO	ITEM DESCRIPTION	AMOUNT (excluding GST)		GST	AMOUNT (including GST)	
		A\$	[...INSERT OTHER CURRENCY...]	A\$	A\$	[...INSERT OTHER CURRENCY...]
(d)	At-Risk Amount (per annum) (a) x [INSERT AT-RISK PERCENTAGE]%					
(e)	Base Fee (per annum) (a) - (d)					
(f)	Monthly Base Fee (e) ÷ 12					

- b. Table C-1, in clause 2.1.1 of this Annex C, is modified during the PIP to read as follows:

Table C-3: Modifications to the KPI At-Risk Amounts

KPI	Weighting (%)	At-Risk Amount per KPI	Review Periods per year	At-Risk Amount (per Review Period)
(a)	(b)	(c)	(d)	(e) = (c) ÷ (d)
KPI-01	[... INSERT PIP WEIGHTING ...]%	\$[...]		\$[...]
KPI-02	[... INSERT PIP WEIGHTING ...]%	\$[...]		\$[...]
KPI-03	[... INSERT PIP WEIGHTING ...]%	\$[...]		\$[...]
TOTAL	100%	\$[...]		

- c. if a KPI does not apply during the PIP (ie the weighting is zero under clause 4.1.4b) then, despite clause 3.1 of this Annex C, the Contractor shall be entitled to a payment for each Review Period during the PIP equal to the full At-Risk Amount (per Review Period) allocated to the KPI, as per the unmodified Table C-1; and
- d. no Performance Incentive, if applicable to the KPI, is available during the PIP.

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Option B: For a multi-stage PIP.

Notes to drafters: For a multi-stage PIP, repeat clause 4.1.4 for each stage, modified to take account of the purpose of the stages.

4.1.5 For the first stage of the PIP ([...INSERT STAGE (STATE PERIOD) ...]), the modifications are:

Drafters to insert from clause 4.1.4 with relevant modifications for this stage

4.1.6 For the second stage of the PIP ([...INSERT STAGE (STATE PERIOD) ...]), the modifications are:

Drafters to insert from clause 4.1.4 with relevant modifications for this stage

4.1.7 During the PIP, the Contractor shall measure and report performance against the KPIs in accordance with Attachment P, as adjusted by this clause 4, and the Approved V&V Plan.

ANNEX D TO ATTACHMENT B**TASK-PRICED SERVICES (CORE)**

Note to tenderers: Annex C to Attachment B will consist of an amalgamation of the price schedules in TDR D-5 and the successful tenderer's response.

1. INTRODUCTION

- 1.1 This Annex describes the amounts payable to the Contractor for the provision of Task-Priced Services in accordance with the Contract.
- 1.2 The obligations of the Commonwealth under this Annex are subject to:
- a. the Contractor making a claim for payment in accordance with clause 7.2 of the conditions of contract; and
 - b. the other provisions of the Contract (including clauses 7.9 of the conditions of contract).
- 1.3 Except where expressly indicated to the contrary, the amounts set out in this Annex D are inclusive of all costs and other payments associated with the provision of Task-Priced Services in accordance with the Contract, including all fees, royalties, customs or other duties, taxes, risk premiums and contingency amounts.

2. TASK-PRICED SERVICES

- 2.1 Table D-1 sets out the Task-Priced Services and the price for each Task-Priced Service. The columns in Table D-1 are:
- a. Item Number: Item number for each Task-Priced Service.
 - b. Item Description: A brief description of the Task-Priced Service, cross-referenced (where practicable) to the relevant clause numbers in the SOW (including DSDs).
 - c. Price (Excluding GST and customs duty): The price for each Task-Priced Service excluding GST, customs duty, defect warranty premium and Latent Defect premium. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - d. Defect Warranty Premium: If applicable, the defect warranty premium against the Task-Priced Service. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - e. Latent Defect Premium: If applicable, the Latent Defect premium against the Task-Priced Service. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - f. Customs Duty: If applicable, all import and export duties in \$A.
 - g. GST: The GST amount applicable per Task-Priced Service.
 - h. Price (Including GST and customs duty): The price for each Task-Priced Service including GST, customs duty, defect warranty premium and Latent Defect premium. [...Where applicable, the price is broken down to show \$A and [...INSERT OTHER CURRENCY...] amounts...].
 - i. Price Variation Formula Table: If applicable, a cross-reference to the price variation formula table at Annex I of this Attachment B that will apply to the price for each Task-Priced Service.

ANNEX D TO ATTACHMENT B

- 2.2 For each Task-Priced Service completed by the Contractor and Accepted by the Commonwealth during a month, the Commonwealth shall pay to the Contractor the price for the Task-Priced Service as set out in column (h) in the Table D-1, in arrears at the end of that month or in such other manner as may be agreed in writing by the parties in respect of that Task-Priced Service.

Table D-1: Prices for Task-Priced Services

ITEM NO.	ITEM DESCRIPTION	PRICE (Excluding GST & duty free in \$A or foreign currency)	DEFECT WARRANTY PREMIUM (In \$A, or foreign currency) (optional)	LATENT DEFECT PREMIUM (In \$A, or foreign currency) (optional)	CUSTOMS DUTY (In \$A, if applicable)	GST (In \$A, if applicable)	PRICE (Including GST & duty paid) (In \$A, or foreign currency) (c+d+e+f+g)	PRICE VARIATION FORMULA TABLE (If applicable)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)

ANNEX E TO ATTACHMENT B

SURVEY AND QUOTE SERVICES (CORE)

Note to tenderers: Annex D to Attachment B will consist of an amalgamation of the price schedules in TDR D1-6 and D1-7 and the successful tenderer's response.

1. INTRODUCTION

- 1.1 This Annex describes the amounts payable to the Contractor for the provision of S&Q Services in accordance with the Contract.
- 1.2 The obligations of the Commonwealth under this Annex E are subject to:
- the Contractor making a claim for payment in accordance with clause 7.2 of the conditions of contract; and
 - the other provisions of the Contract (including clauses 7.9 of the conditions of contract).

2. RATES FOR S&Q SERVICES

- 2.1 Table E-1 sets out the labour rates for the purpose of S&Q Services. The labour rates apply to:
- S&Q Services provided during [...INSERT DEFINITION OF NORMAL TIME...] (**Normal Time**); and
 - S&Q Services provided at any other times (**Other Time**).

Table E-1: Rates for Survey and Quote Services

LINE ITEM NO.	CATEGORY OF LABOUR OR SKILL LEVEL	HOURLY RATE (NORMAL TIME)		HOURLY RATE (OTHER TIME)		PRICE VARIATION TABLE (IF APPLICABLE)
		Excl GST	Incl GST	Excl GST	Incl GST	

3. MATERIALS AND SUBCONTRACT COSTS

- 3.1 The following table sets out the markup on purchased materials and Subcontract costs for the purpose of S&Q Services.

Table E-2: Rates for Materials included within Survey and Quote Services

DESCRIPTION	ORDER VALUES UP TO [...DRAFTER TO INSERT AMOUNT...]	OTHER ORDER VALUES [...DRAFTER TO INSERT AMOUNT...]
Markup on Contractor purchased materials and Subcontracts	...%	...%

4. NOT-TO-EXCEED S&Q SERVICES

- 4.1 This clause applies to an S&Q Service where the Purchase Order for the S&Q Service specifies a Not-To-Exceed basis for pricing and payment.

ANNEX E TO ATTACHMENT B

- 4.2 The Commonwealth shall, for each S&Q Service completed by the Contractor and Accepted by the Commonwealth during a month, pay to the Contractor the lesser of:
- a. the Allowable Costs incurred by the Contractor in performing the S&Q Service, calculated using the labour rates specified in this Annex E and by applying the markup specified in this Annex E to materials and Subcontract costs (where allowable); and
 - b. the Approved S&Q Quote for the S&Q Service.

5. FIXED PRICE S&Q SERVICES

- 5.1 This clause applies to an S&Q Service where the Purchase Order for the S&Q Service specifies a Fixed Price basis for pricing and payment.
- 5.2 The Commonwealth shall, for the provision of an S&Q Service during a month in accordance with the Contract, pay to the Contractor the following amounts:
- a. if the Contractor achieves a milestone specified in the Purchase Order, the amount specified for the milestone in the Purchase Order;
 - b. upon Acceptance of the S&Q Service (and Acceptance of any associated Deliverables), any amount specified in the Purchase Order as being payable upon Acceptance; and
 - c. any other amount specified to be payable in accordance with the Purchase Order in respect of the S&Q Service.

ANNEX F TO ATTACHMENT B

CONTRACTOR STANDING CAPABILITY (OPTIONAL)

Note to drafters: To be included if the Contractor Standing Capability module is included.

ANNEX G TO ATTACHMENT B

NOT USED

ANNEX H TO ATTACHMENT B

NOT USED

ANNEX I TO ATTACHMENT B

ADJUSTMENTS (CORE)

Note to tenderers: Annex I to Attachment B will consist of an amalgamation of the price schedules in TDR D-5 and D-6 and the successful tenderer's response.

1. **PART ONE: ADJUSTMENTS FOR EXCHANGE RATE FLUCTUATION (OPTIONAL)**
 - 1.1

2. **PART TWO: ADJUSTMENTS FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS (CORE)**
 - 2.1

ANNEX J TO ATTACHMENT B

SCHEDULE OF PAYMENTS (OPTIONAL)

Note to drafters: Delete the following note to tenderers if a schedule of payments is not required for the Contract.

Note to tenderers: This Annex J to Attachment B will be developed from the successful tenderer's response and any negotiated adjustments.

ATTACHMENT C

DELIVERY SCHEDULE (OPTIONAL)

Note to tenderers: Attachment C will consist of an amalgamation of TDR E-3, this Attachment and the successful tenderer's response.

- 1.1 The Delivery Schedule for Deliverables under the Contract is detailed in Table 1. In the event of an inconsistency, the delivery dates specified in this schedule have precedence over dates specified elsewhere in the Contract.

Note to drafters: Prior to Contract signature ensure that delivery details for all of the Deliverables, regardless of whether they form part of a particular type of Service ((Task-Priced, Recurring Service, etc.) or are part of a Milestone), are clearly specified as this schedule ties items to the Acceptance process defined in clause 6.9 of the conditions of contract. If applicable, drafters must also ensure that each Industry Requirement listed in Annex A to Attachment F is specified in Table 1 below as a Deliverable with a Delivery Date.

Table 1: Delivery Schedule for Deliverables

Deliverable	Delivery Date	Delivery Point	Is The Deliverable Subject To Acceptance? (Y/N)
[...(if applicable) INSERT LINE ITEM FOR EACH OF THE INDUSTRY REQUIREMENTS...]	[...SPECIFY DELIVERY DATE...]	[..INSERT DELIVERY LOCATION WHERE RELEVANT...]	

ATTACHMENT D

LIQUIDATED DAMAGES (OPTIONAL)

Note to drafters: The amounts included as liquidated damages in Attachment D should include GST.

Note to tenderers: Attachment D will consist of an amalgamation of information contained in this draft Attachment and the successful tenderer's response.

1. FOR FAILURE TO ACHIEVE A KEY REQUIREMENT

Note to drafters: Drafters are to include:

- a. the relevant requirements to which liquidated damages are to be applied;
- b. the rate of liquidated damages and/or the formula for its calculation.

The amount specified must be a genuine pre-estimate of the loss that will be suffered by the Commonwealth as a result of the failure to achieve the Key Requirement.

If drafters have included clause 1.4.8a in the COC, drafters should ensure the lump sum amount in clause 1.4.8 reflects the Commonwealth's loss arising from a termination of the Contract before OD occurs, Drafters should include this amount as a limitation of liability for the liquidated damages contemplated under clause 1.4.4b (ie this amount should be included in the first row in the table below).

Key Requirement	Liquidated damages amounts	Limitation of liability (clause 8.5.1d of the COC)
The Contractor fulfils each of its obligations under clause 1.4.2a of the conditions of contract by the Planned OD.	[...INSERT THE RATE OF LIQUIDATED DAMAGES...]	[...INSERT MAXIMUM AMOUNT OF LIQUIDATED DAMAGES...]
[... INSERT...]	[...INSERT THE RATE OF LIQUIDATED DAMAGES...]	[...INSERT MAXIMUM AMOUNT OF LIQUIDATED DAMAGES...]

2. ADJUSTMENT TO LIQUIDATED DAMAGES

- 2.1 The liquidated damages amounts in this Attachment D shall be subject to adjustment in accordance with the formula:

$$A = LD \times \frac{CPI_i}{CPI_o} - LD$$

where:

- a. 'A' means adjustment;
 - b. 'LD' is the value of the relevant liquidated damages amounts at the Effective Date;
 - c. 'CPI_i' is the CPI number for the quarter ending immediately before the date on which the liquidated damages are paid to the Commonwealth; and
 - d. 'CPI_o' is the CPI number for the quarter containing the Effective Date.
- 2.2 In this Attachment D, 'CPI' means the Consumer Price Index, All Groups, weighted average of eight capital cities published by the ABS, or if that Index is no longer published by the ABS, the index published by the ABS in substitution for that Index.
- 2.3 To avoid doubt, when the Commonwealth elects to accept compensation in lieu of liquidated damages under clause 7.12.3b of the conditions of contract, the value of the compensation to which the Commonwealth shall be entitled is equivalent to the amount of liquidated damages that would otherwise be payable to the Commonwealth, as varied by the formula set out in this Attachment D.

ATTACHMENT E

**GOVERNMENT FURNISHED MATERIAL (GFM), GOVERNMENT FURNISHED FACILITIES (GFF),
GOVERNMENT FURNISHED SERVICES (GFS) AND GOVERNMENT TITLED ITEMS (GTI)
(OPTIONAL)**

1.1 Attachment E consists of the following Annexes:

- A. GFM;
- B. GFF;
- C. GFS; and
- D. GTI.

ANNEX A TO ATTACHMENT E

GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth Mandated or proposed GFM prior to release of the RFT. Where the IP rights or limitations applicable to the GFM can be identified prior to RFT release, these should be included in the table below to meet the requirements of clause 3.5 of the conditions of contract.

Note to tenderers: This Annex will consist of an amalgamation of TDR E-9, this Annex and the successful tenderer's response.

1.1 The following GFM shall be used in the delivery/production of the Services:

COMMONWEALTH MANDATED GFM

Item description	Quantity	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Applicable IP Rights/ Limitations	Comments / Intended Purpose
GFD						
GFE						
GFI						

NON-MANDATED GFM

Note to tenderers: Non-mandated GFM will include GFM proposed by the Commonwealth and included in the RFT and GFM proposed by the Contractor and included in TDR E-9, as negotiated between the Commonwealth and the successful tenderer.

Item description	Quantity	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Applicable IP Rights/ Limitations	Comments / Intended Purpose
GFD						
GFE						
GFI						

ANNEX B TO ATTACHMENT E

GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth Mandated or proposed GFF prior to release of the RFT.

Note to tenderers: This Annex will consist of an amalgamation of TDR E-10, this Annex and the successful tenderer's response. This Annex will include the intended use of the GFF, the date for provision of access to the GFF and the time period for inspection.

1.1 The following GFF shall be used in the delivery/production of the Services:

COMMONWEALTH MANDATED GFF

Facility	Date of Commencement of Access	Period of Access	Comments / Conditions of Access / Intended Purpose
			[...INCLUDE REFERENCE TO GFF LICENCE...]

NON-MANDATED GFF

Facility	Date of Commencement of Access	Period of Access	Comments / Conditions of Access / Intended Purpose
			[...INCLUDE REFERENCE TO GFF LICENCE...]

ANNEX C TO ATTACHMENT E

GOVERNMENT FURNISHED SERVICES (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth proposed GFS prior to release of the RFT.

Note to tenderers: This Annex will consist of an amalgamation of TDR E-11, this Annex and the successful tenderer's response.

1.1 The following GFS shall be used in the delivery/production of the Services:

COMMONWEALTH MANDATED GFS

Proposed GFS	Dates of Delivery of GFS	Comments / Conditions of Access / Intended Purpose

NON-MANDATED GFS

Proposed GFS item	Dates of Delivery of GFS	Comments / Conditions of Access / Intended Purpose

ANNEX D TO ATTACHMENT E

GOVERNMENT TITLED ITEMS (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth proposed GTI prior to release of the RFT.

ATTACHMENT F**AUSTRALIAN INDUSTRY CAPABILITY (CORE)**

Note to tenderers: Attachment F will include the Australian Industry Capability (AIC) requirements at Annex A, and the AIC Plan at Annex B which shall be based on the draft AIC Plan submitted by the successful tenderer in response to Annex H to Attachment A to the conditions of tender.

- 1.1 Attachment F consists of the following Annexes:
 - A. AIC requirements; and
 - B. AIC Plan.

ANNEX A TO ATTACHMENT F

1 AUSTRALIAN INDUSTRY CAPABILITY (AIC) REQUIREMENTS**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 the first objective, the Contractor shall achieve the Industry Requirements identified in clause 1.2.
- 1.1.3 To meet the second objective, the Contractor shall establish competitive commercial arrangements for Local Industry Activities (LIA) and management arrangements as set out in the AIC Plan.

1.2 Industry Requirements

Note to drafters: An Industry Requirement exists where a Priority Industry Capability (PIC) applies to the procurement.

Drafters can consult the PIC Fact Sheet at <http://www.defence.gov.au/dmo/> to identify if a PIC applies or contact the Director AIC Implementation for assistance.

If no Industry Requirements are mandated, insert the words "Not used" in clauses 1.1.2, 1.2.1 and 1.2.2 and delete Table 1.

- 1.2.1 The Industry Requirements for this project are:
- a. [...ITEMISE AND DESCRIBE THE INDUSTRY REQUIREMENTS FOR THIS PROJECT...]
- 1.2.2 To achieve the Industry Requirements, the Contractor shall ensure that ANZ industry perform the activities set out in Table 1:

Table 1: Industry Requirement Activity Schedule

IR No	IR Title	Nature of IR Activity
IR 1	<i>Sample</i>	
IR 2		
IR x		

Note to tenderers: The Commonwealth prefers that Local Industry Activities (LIA) including those derived from commercial opportunities do not impose additional costs or time premiums over and above the costs or schedule that would be applicable if the work were to be performed overseas. However, a tenderer may propose LIA that impose an additional cost on the Commonwealth for the purpose of satisfying an Industry Requirement. In these cases, the tenderer shall indicate such additional costs in Appendix 1 to the draft AIC Plan and justifications in the relevant LIA Description Sheet in Appendix 2 to the draft AIC Plan.

The Commonwealth will decide whether or not to accept such LIA. If the Commonwealth elects not to accept any LIA, the additional cost nominated for the relevant LIA in Appendix 1 to the draft AIC Plan will be deducted from the tendered price and will not be included in any resultant Contract.

ANNEX A TO ATTACHMENT F

Priority Industry Capabilities (PICs), by definition, are essential local industry capabilities. Accordingly, if a tenderer fails to address the PIC requirements in its response to the RFT, then the tender will be classed as non-compliant and it may be excluded from further consideration.

ANNEX B TO ATTACHMENT F**1 AUSTRALIAN INDUSTRY CAPABILITY (AIC) PLAN**

Note to tenderers: A full AIC Plan is required if Industry Requirements are identified or if the expected value of any resultant Contract exceeds \$50 million. If there are no Industry Requirements and the expected value of any resultant Contract does not exceed \$50 million, only the AIC Schedule (prepared in accordance with Table 1 in Annex H to Attachment A of the conditions of tender) is required.

ATTACHMENT G

INTELLECTUAL PROPERTY PLAN (CORE)

Note to tenderers: Attachment G will include the Approved IP Plan which shall be based on the draft IP Plan submitted by the successful tenderer in response to TDR C-5.

ATTACHMENT H

SCHEDULE OF APPROVED SUBCONTRACTORS (CORE)

Note to drafters: In finalising the preparation of Attachment H to the Contract, drafters should specifically capture where the Commonwealth has agreed that Approved Subcontractor status does not require compliance with certain Contract provisions for certain Approved Subcontractors. For instance, where an Approved Subcontractor is not involved in any software development effort, the following amended format might be used to capture specific exclusions and rationale in Attachment H.

Note to tenderers: Attachment H will consist of an amalgamation of TDR A-3 to the conditions of tender and the successful tenderer's response.

Sample Schedule of Approved Subcontractors

Approved Subcontractor	ABN/ACN (if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference (if applicable)	LIA references (if applicable)	Equipment / Services	Location of work to be performed (incl postcode)	Intellectual Property as referenced at 10.9.3(c)	Subcontract value \$A	Comments
[...ANZ Subcontractors...]									
e.g. XYZ Pty Ltd		Supply of Storage Cabins			For use in maintaining Subsystem X			\$YM	SOW clause x.x - software performance measurement requirement not applicable to this Subcontract because there is no software development involved
e.g. ABC Pty Ltd		Supply of support on communication systems			For Subsystem X			\$ZM	
[...Overseas Subcontractors...]									

ATTACHMENT I**AGREED FORMS AND DEEDS (CORE)****Note to tenderers: Attachment I will consist of the following Annexes:**

- A. Approved Subcontractor Intellectual Property Deed (Core);
- B. Intellectual Property Deed of Confidentiality (Core);
- C. Not used;
- D. Government Furnished Facilities Deed (Optional);
- E. Contract Change Proposal (Core);
- F. Not used;
- G. Mobilisation Security Deed (RFT Core);
- H. Performance Security Deed (RFT Core);
- I. Deed of Substitution and Indemnity (RFT Core);
- J. Deed of Confidentiality and Fidelity (Core);
- K. Not used;
- L. Not used; and
- M. Approval of Quote (Purchase Order) (Optional).

ANNEX A TO ATTACHMENT I**DRAFT****APPROVED SUBCONTRACTOR IP DEED (CORE)**

This DEED is made the (...) day of (...)

BETWEEN

(...) ACN/ARBN and ABN (...), if applicable, a company duly incorporated under the laws of (...) and having its registered office at (...) ("the Approved Subcontractor")

AND

(...) ACN/ARBN and ABN (...), if applicable, a company duly incorporated under the laws of (...) and having its registered office at (...) ("the Contractor")

AND THE

COMMONWEALTH OF AUSTRALIA acting through its Department of Defence ABN 68 706 814 312 ("the Commonwealth").

RECITALS

- A. The Commonwealth has entered into a Contract [...INSERT CONTRACT NUMBER...] dated [...INSERT DATE...] ("the Contract") with the Contractor for the provision of [...INSERT BRIEF DESCRIPTION...].
- B. The Contractor has entered into a contract [...INSERT CONTRACT NUMBER...] dated [...INSERT DATE...] ("the Approved Subcontract") with the Approved Subcontractor for the provision of [...INSERT BRIEF DESCRIPTION...].
- C. The parties intend Foreground IP and Background IP to be licensed or assigned to the Commonwealth subject to the terms of this Deed.

AGREED TERMS

ANNEX A TO ATTACHMENT I**DRAFT****1 INTERPRETATION****1.1 Definitions (Core)**

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

"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 Approved Subcontract; and
- b. is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

"Capability" means the ability resulting from the employment of the Mission System, the Support System and other elements provided by Defence. Capability is the power to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period.

"Commercial-in-Confidence Information" means information (whether or not provided 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 that:

- c. is or becomes public knowledge other than by breach of this Deed;
- d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- e. has been independently developed or acquired by the receiving party.

"Commonwealth Representative" means the person holding or performing the office of [...INSERT OFFICE...] or any other person appointed pursuant to this Deed as the Commonwealth Representative.

"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 any of those purposes.

"Deliverables" means any service, information (including Technical Data), document (including report, manuals, designs, drawings and the like), hardware, software or other thing which is, or is required by the Approved Subcontract to be, delivered or provided by the Approved Subcontractor or its agents to the Commonwealth or its agents in the course of the performance of the Services.

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

"Facilities" means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated machinery, plant and utilities involved in the operation and support of the Products being supported under the Contract.

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

"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, 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.

"IP Plan" means the plan at Schedule 1 of this Deed.

ANNEX A TO ATTACHMENT I**DRAFT**

“Item” means any element of the Support System.

“Licence” means a royalty-free, irrevocable, world-wide, perpetual and non-exclusive licence, including a right to sub-license.

“Mission System” means those Products designated as Mission Systems at Annex A to the SOW of the Contract.

“Moral Rights” means:

- a. a right of attribution of authorship;
- b. a right not to have authorship falsely attributed; or
- c. a right of integrity of authorship.

“Packaging” means the wrapping, container, cushioning materials and palletisation materials, as required, in which an item is delivered, handled, stored or distributed until required for use or to be disposed of.

“Personnel” means all staff involved in the operation and support of the Products being supported under the Contract, including the staff of the Commonwealth, the Contractor, and Subcontractors.

“Product” means any element that makes up the Capability, including elements of both the Mission System and the Support System.

“Services” means goods and services including Deliverables, Intellectual Property and Technical Data required to be provided under the Approved Subcontract and includes items acquired in order to be incorporated in the Services.

“Software Design Data” means data which describes the internal design and operation of a software program and its interface with the external software and hardware systems in which it operates including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing).

“Software Update” means, in relation to software (including the related Software Design Data and Source Code):

- a. a new release of or change to that software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the software); or
- b. a new version of that software (which is designed to enhance or provide extra functionality to that software);

“Source Code” means the expression of software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that software.

“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 includes Approved Subcontractors; and ‘Subcontract’ in all its forms has a corresponding meaning.

“Support Resources” means the items, including spares, equipment, materials, Facilities, Technical Data, Personnel, and any other physical resources required to operate and support all or a particular part of the Mission System as the case requires.

“Support System” means the organisation of hardware, software, materiel, Facilities, Personnel, processes, and Technical Data required to enable the Mission System to be effectively operated and supported so that the Mission System can meet its operational requirements. The Support System includes the support required for Support System Components. The Support System includes the support responsibilities undertaken by the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors).

ANNEX A TO ATTACHMENT I**DRAFT**

“Support System Components” means the physical end-items of the Support System that can be defined using a specification. Support System Components are a subset of Support Resources and include Packaging, Technical Data, equipment, materials and Facilities, as well as spares and other physical components required for the support of those Support System end-items. Support System Components do not include Personnel or spares for the Mission System.

“Technical Data” means all technical know-how and information reduced to a material form produced, acquired or used 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, and 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, Contractor or Approved Subcontractors 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.

1.2 Interpretation (Core)

1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of the Deed;
- 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 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;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a “dollar”, “\$”, “\$A” or “\$AUD” means the Australian dollar;
- 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, 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.

1.2.2 The clauses of the Contract referred to in this Deed are contained at Schedule 3 of this Deed.

1.3 Precedence (Core)

1.3.1 The terms of this Deed prevail over the provisions of any Schedule to this Deed to the extent of any inconsistency.

1.4 Survival (Core)

1.4.1 The rights and obligations created under or in connection with this Deed survive the termination or expiry of the Contract or the Approved Subcontract.

ANNEX A TO ATTACHMENT I**DRAFT****2 FOREGROUND AND BACKGROUND IP****2.1 Background IP and Third Party IP - Ownership (Core)**

2.1.1 Nothing in the Deed affects the ownership of Background IP or Third Party IP.

2.2 Intellectual Property – Ownership and Licensing (Core)

Option A: For use if the Commonwealth elects to own Foreground IP eg for strategic reasons.

2.2.1 Subject to the limitations set out in the IP Plan:

- a. ownership of all Foreground IP vests on its creation in the Commonwealth;
- b. the Approved Subcontractor grants to the Commonwealth a Licence in respect of all Background IP that is owned by the Approved Subcontractor to exercise the Background IP for Defence Purposes; and
- c. the Approved Subcontractor shall ensure that the Commonwealth is granted a licence to exercise all Third Party IP on the best available commercial terms.

2.2.2 Despite any limitations set out in the IP Plan, the Approved Subcontractor acknowledges that the rights granted under clause 2.2.1 include the right of the Commonwealth, or a person on behalf of the Commonwealth, to exercise the Background IP with the Foreground IP to:

- a. properly use, and support the Deliverables and Products throughout their Life-of-Type as envisaged by the Contract or Approved Subcontract;
- b. complete the provision of the Services if the Contract or Approved Subcontract is terminated (except if the termination is under clause 12.3 of the Contract); and
- c. remedy defects or omissions in the Deliverables and Products in accordance with clauses 6.9, 6.11, 9.2 and 9.4 of the Contract.

2.2.3 The Licences granted under clause 2.2.1 do not permit the Commonwealth, or a person on behalf of the Commonwealth, to commercialise the licensed IP. However, the Licence under clause 2.2.1 permits the Commonwealth to sub-license the IP to a third party for the purpose of providing goods and services to the Commonwealth for Defence Purposes.

2.2.4 The Approved Subcontractor warrants that the only IP embodied in the Deliverables that has not been vested in the Commonwealth, or in respect of which the Commonwealth has not been granted a Licence under clause 2.2.1b, is Third Party IP.

2.2.5 The Commonwealth may, on request, grant the Approved Subcontractor a licence to exercise Foreground IP owned by the Commonwealth, on terms acceptable to the Commonwealth, including an appropriate licence fee.

ANNEX A TO ATTACHMENT I**DRAFT*****Option B: For use if the Commonwealth elects not to own all Foreground IP***

- 2.2.6 Ownership of all Foreground IP vests on its creation in the party set out in the IP Plan.
- 2.2.7 If Foreground IP is created that is not set out in the IP Plan, ownership of that Foreground IP vests on its creation in the Commonwealth.
- 2.2.8 Subject to the limitations set out in the IP Plan:
- a. the Approved Subcontractor grants to the Commonwealth a Licence in respect of all Background IP and Foreground IP that is owned by the Approved Subcontractor to exercise the Background IP and Foreground IP for Defence Purposes; and
 - b. the Approved Subcontractor shall ensure that the Commonwealth is granted a licence in respect of all Third Party IP on the best available commercial terms.
- 2.2.9 Despite any limitations set out in the IP Plan, the Approved Subcontractor acknowledges that the rights granted under clause 2.2.8 include the right of the Commonwealth, or a person on behalf of the Commonwealth, to exercise the Background IP with the Foreground IP to:
- a. properly use and support the Deliverables and Products throughout their Life-of-Type as envisaged by the Contract or Approved Subcontract;
 - b. complete the provision of the Services if the Contract or Approved Subcontract is terminated (except if the termination is under clause 12.3 of the Contract); and
 - c. remedy defects or omissions in the Deliverables and Products in accordance with clauses 6.9, 6.11, 9.2 and 9.4 of the Contract.
- 2.2.10 The Licences granted under clause 2.2.8 do not permit the Commonwealth, or a person on behalf of the Commonwealth, to commercialise the licensed IP. However, the Licence permits, the Commonwealth to sub-license the IP to a third party for the purpose of providing goods and services to the Commonwealth for Defence Purposes.
- 2.2.11 The Approved Subcontractor warrants that the only IP embodied in the Deliverables that has not been vested in the Commonwealth, or in respect of which the Commonwealth has not been granted a Licence under clause 2.2.8a, is Third Party IP.
- 2.2.12 The Commonwealth may, on request, grant the Approved Subcontractor a licence to exercise Foreground IP owned by the Commonwealth, on terms acceptable to the Commonwealth, including an appropriate licence fee.

2.3 Intellectual Property - Registration and Protection (Core)

- 2.3.1 For any Foreground IP that vests in the Commonwealth, the Commonwealth has the exclusive right to apply for registration of the Foreground IP in all countries of the world.
- 2.3.2 To facilitate the Commonwealth registering or protecting the Foreground IP, the Approved Subcontractor shall:
- a. give the Commonwealth access to all work carried out in the performance of the Approved Subcontract, and to all records of such work as are reasonably required by the Commonwealth;
 - b. provide all information, execute all documents and do all acts and things reasonably necessary to enable the Commonwealth to:
 - (i) secure the adequate and timely preparation of the applications for registration or other protection by the Commonwealth of Foreground IP; and
 - (ii) prosecute, maintain, enforce or defend such applications, registrations or other protection;

ANNEX A TO ATTACHMENT I**DRAFT**

- c. refrain from publication, dissemination or other communication of any Commercial-in-Confidence Information relating to the IP, and from any other action which might compromise the IP or threaten the subsistence, registration or exploitation of the IP; and
 - d. on request by the Commonwealth Representative, identify or mark relevant documents as copyright of the Commonwealth.
- 2.3.3 In this clause 2.3, 'Commonwealth', includes its patent attorney, other relevant advisers, and other persons acting for or on behalf of the Commonwealth.

2.4 Approved Subcontractor IP - Release to Third Parties by the Commonwealth (Core)

- 2.4.1 If the Commonwealth makes available to another person any Intellectual Property that is owned by the Approved Subcontractor and which is Foreground IP or Background IP, the Commonwealth shall obtain from that person a deed of confidentiality substantially in the form set out in Schedule 2 of this Deed.

2.5 Moral Rights (Core)

- 2.5.1 The Approved Subcontractor represents and warrants that the provision of the Services and use of the Deliverables for Defence Purposes or other purposes permitted by the Contract will not infringe the Moral Rights of the officers, employees or agents of the Approved Subcontractor or its subcontractors.
- 2.5.2 The Approved Subcontractor shall ensure that none of its:
- a. officers, employees or agents;
 - b. subcontractors; or
 - c. subcontractors' officers, employees or agents,
- institute, maintain or support any claim or proceeding against the Commonwealth or its officers, employees or agents for infringement of any of their Moral Rights.

3 INTELLECTUAL PROPERTY INDEMNITY**3.1 Indemnity (Core)**

- 3.1.1 The Approved Subcontractor 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 or Moral Rights when the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to this Deed; 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 Approved Subcontractor or any of its subcontractors, officers, employees or agents whether or not such act or omission constitutes a breach of this Deed.
- 3.1.2 For the purposes of this clause 3.1, "infringement" includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990*, section 100 of the *Designs Act 2003*, section 183 of the *Copyright Act 1968*, and section 25 of the *Circuit Layouts Act 1989*, constitute an infringement.
- 3.1.3 The Commonwealth shall notify the Approved Subcontractor in writing as soon as practicable of any action, claim, dispute, suit or proceeding ("Proceedings") threatened or brought, against the Commonwealth arising from an infringement or alleged infringement referred to in clause 3.1.1.

ANNEX A TO ATTACHMENT I**DRAFT**

- 3.1.4 If the Approved Subcontractor agrees to comply at all times with government policy relevant to the conduct of the Proceedings, including the Legal Services Directions in force from time to time issued in accordance with the *Judiciary Act 1903* ('the Legal Services Directions'), and the Commonwealth is granted leave to withdraw from the Proceedings:
- a. the Commonwealth may withdraw from the Proceedings; and
 - b. the Approved Subcontractor shall, in its own name and at its own expense, conduct the Proceedings.
- 3.1.5 For Proceedings when the Commonwealth is not granted leave to withdraw, if the Approved Subcontractor admits its obligations under the indemnity in clause 3.1.1 and upon request lodges security in a reasonable amount with the Commonwealth, the Commonwealth shall:
- a. continue to keep the Approved Subcontractor informed of all developments; and
 - b. defend, arbitrate, appeal, settle or otherwise conduct the Proceedings as the Approved Subcontractor may from time to time reasonably direct subject to government policy, including the Legal Services Directions.
- 3.1.6 If a final judgment or award is made against the Commonwealth in the Proceedings, or if a settlement is agreed with the plaintiff in a situation covered by the indemnity under clause 3.1.1, but without limiting the Approved Subcontractor's obligations under that indemnity, the Approved Subcontractor shall pay to the Commonwealth by bank cheque a sum equivalent to the sum that the Commonwealth is required to pay under that judgment, award or settlement:
- a. at least seven days before the date on which the Commonwealth is required to pay; or
 - b. if no date for payment has been fixed under the judgment, award or settlement, within seven days of receipt of a notice from the Commonwealth that it intends to pay the amount referred to in the judgment, award or settlement.
- 3.1.7 The Commonwealth shall consult with the Approved Subcontractor prior to agreeing to a settlement referred to in clause 3.1.6.
- 3.1.8 If the Approved Subcontractor fails to comply with clause 3, the Commonwealth has the right without prejudice to any other right or remedy it may have to suspend any payment due to the Approved Subcontractor until such Proceedings have been finalised.

4 PROVISION OF TECHNICAL DATA**4.1 Technical Data to Commonwealth (Core)**

- 4.1.1 For all Foreground IP that vests in the Commonwealth, the Approved Subcontractor shall provide with the Deliverables to the Contractor, or directly to the Commonwealth if agreed by the parties, all Technical Data in existence that relates to that Foreground IP.
- 4.1.2 The Approved Subcontractor shall provide with the Deliverables to the Contractor, or directly to the Commonwealth if agreed by the parties, all Technical Data necessary for the Commonwealth to exercise its rights for the purposes permitted by the licences granted in or pursuant to clause 2.2.
- 4.1.3 The Approved Subcontractor shall ensure that all Technical Data 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 2.2.
- 4.1.4 The Contractor shall notify the Approved Subcontractor of the delivery date of the Deliverables or the part of the Deliverables to which the Technical Data required under this clause 4.1 relates at least [...INSERT PERIOD...] days prior to the delivery date. If the delivery date changes, the Contractor shall promptly notify the Approved Subcontractor of the revised delivery date.

ANNEX A TO ATTACHMENT I**DRAFT**

- 4.1.5 In the event of termination of the Contract or Approved Subcontract other than if the termination is pursuant to clause 12.3 of the Contract, the Approved Subcontractor shall provide to the Commonwealth the Technical Data required to complete the Deliverables within 30 days of receipt of the notice of termination.
- 4.1.6 When the Commonwealth elects to remedy defects or omissions in the Deliverables in accordance with clause 6.9, 6.11, 9.2 or 9.4 of the Contract, the Approved Subcontractor shall provide to the Commonwealth the Technical Data required to remedy the defects or omissions in the Deliverables within 30 days of receipt of a written request from the Commonwealth Representative.
- 4.1.7 If the Commonwealth Representative requires additional Technical Data to enable the Commonwealth to fully exercise its IP rights under clause 2.2, the Approved Subcontractor shall deliver such Technical Data to the Commonwealth Representative [...INSERT DELIVERY TIME eg no less than six months before the expiry ...]
- 4.1.8 The Commonwealth may provide Technical Data to a third party to enable the Commonwealth to fully exercise its rights under clause 2.2.

5 LAW**5.1 Goods and Services Tax (Core)**

- 5.1.1 In this clause, "GST" means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* and the expressions "adjustment event", "taxable supply" and "tax invoice" have the meaning as in that Act.
- 5.1.2 If a party to this Deed (the "Supplier") makes a taxable supply under or in connection with this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed (the "Recipient") and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.
- 5.1.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 5.1.4 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

5.2 No Exclusion of Law or Equity (Core)

- 5.2.1 Subject to its terms, this Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Commercial-in-Confidence Information.

5.3 Waiver (Core)

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

5.4 Remedies (Core)

- 5.4.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 5.4.2 Subject to the terms of this Deed, the rights and obligations of the parties under this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

ANNEX A TO ATTACHMENT I**DRAFT****5.5 Variation (Core)**

5.5.1 This Deed may only be varied by written agreement of the parties.

5.6 Applicable Law (Core)

5.6.1 The laws of the [...INSERT RELEVANT STATE OR TERRITORY...] apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

5.7 Notices (Core)

5.7.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing, signed and delivered to the relevant party as detailed below:

[...INSERT COMMONWEALTH REPRESENTATIVE POSTAL ADDRESS AND FAX NUMBER...]

[...INSERT CONTRACTOR'S REPRESENTATIVE POSTAL ADDRESS AND FAX NUMBER...]

[...INSERT APPROVED SUBCONTRACTOR'S REPRESENTATIVE POSTAL ADDRESS AND FAX NUMBER...]

5.7.2 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 1 Working Day the sender is informed that the transmission was received in incomplete or garbled form.

**ANNEX A TO ATTACHMENT I
DRAFT**

SIGNED AS A DEED

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

-----	-----	-----
(signature)	(print name and position)	(date)

In the presence of:

-----	-----	-----
(signature)	(print name)	(date)

SIGNED for and on behalf of

THE CONTRACTOR:

Note to drafters: Appropriate execution clauses, and instruction on their use, may be found in the ASDEFCON (Support) Handbook.

[...INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE...]

SIGNED for and on behalf of

THE APPROVED SUB-CONTRACTOR:

[...INSERT APPROPRIATE APPROVED SUBCONTRACTOR'S EXECUTION CLAUSE...]

**ANNEX A TO ATTACHMENT I
DRAFT**

SCHEDULE 1

IP PLAN

[...INSERT NEGOTIATED IP PLAN (INCLUDING THE IP SCHEDULE)...]

**ANNEX A TO ATTACHMENT I
DRAFT**

SCHEDULE 2

IP CONFIDENTIALITY DEED

[...INSERT NEGOTIATED FORM OF IP CONFIDENTIALITY DEED...]

**ANNEX A TO ATTACHMENT I
DRAFT**

SCHEDULE 3

CONTRACT CLAUSES

[...INSERT NEGOTIATED CLAUSES 6.9, 6.11, 9.2, 9.4 AND 12.3 OF THE CONTRACT...]

ANNEX B TO ATTACHMENT I**INTELLECTUAL PROPERTY DEED OF CONFIDENTIALITY (CORE)**

This Confidentiality Deed is made on (...INSERT DATE...)

between

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

and

(...INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT CONFIDANT'S REGISTERED OFFICE ADDRESS...) ('the Confidant').

RECITALS:

- A. In performance of its obligations in relation to the [...INSERT CONTRACT NUMBER...] dated [...INSERT DATE...] for the provision of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...] ('the Contract'), the Confidant may become aware of or have access to material containing IP rights belonging to the Commonwealth or a third party.
- B. The Commonwealth requires and the Confidant agrees that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that such Commercial-in-Confidence Information is kept confidential.

AGREED TERMS

ANNEX B TO ATTACHMENT I**1. RECITALS**

- 1.1 The parties acknowledge the truth and accuracy of the Recitals in every particular.

2. DEFINITIONS

- 2.1 In the interpretation of this Deed, unless the contrary intention appears:

'Commercial-in-Confidence Information' means Foreground IP or Background IP under the Contract.

'Documents' 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.

'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.

'Permitted Purposes' means [...INSERT PURPOSES FOR WHICH THE COMMERCIAL-IN-CONFIDENCE INFORMATION MAY BE USED...].

'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.

3. INTERPRETATION

- 3.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- 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 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;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. 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 date of entering into the Deed, 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 this Deed.

4. CONFIDENTIALITY UNDERTAKINGS

- 4.1 The Confidant:

ANNEX B TO ATTACHMENT I

- a. acknowledges and agrees that improper use, or disclosure of any Commercial-in-Confidence Information provided to the Confidant pursuant to or in connection with the Contract would be detrimental to the Commonwealth in the performance of its functions and would cause harm to any third parties with an interest in the Commercial-in-Confidence Information;
- b. shall ensure that such Commercial-in-Confidence Information is used only as permitted by the Contract and so as to comply with the Commonwealth's IP rights under the Contract;
- c. shall only use the Commercial-in-Confidence Information for the Permitted Purposes; and
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Commercial-in-Confidence Information to any person other than to any of its officers, employees, agents, advisers or independent contractors who:
 - (i) have a need to know the Commercial-in-Confidence Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) where required by the Commonwealth, have executed a similar undertaking to this Deed in favour of the Commonwealth,and the Commonwealth may grant or withhold its consent in its absolute and unfettered discretion.

5. CONFIDANT'S REPRESENTATIVES

- 5.1 The Confidant shall ensure that its officers, employees, agents, advisers and independent contractors (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed.
- 5.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 4.1.

6. RETURN OF COMMERCIAL-IN-CONFIDENCE INFORMATION

- 6.1 The Confidant agrees to deliver to the Commonwealth or the Contractor, as required by the Commonwealth, all Documents in its possession, power or control which contain or relate to any Commercial-in-Confidence Information on the earlier of:
 - a. demand by the Commonwealth; and
 - b. the time the Documents and other material are no longer required for the Permitted Purposes.
- 6.2 If the Commonwealth makes a demand under clause 6, and the Confidant has placed or is aware that Documents containing the Commercial-in-Confidence Information are beyond their possession or control, then the Confidant shall provide full particulars of the whereabouts of the Documents containing the Commercial-in-Confidence Information, and the identity of the person in whose custody or control they lie.
- 6.3 The Confidant, where directed by the Commonwealth in writing, agrees to destroy any Document in its possession, power or control which contain or relate to any Commercial-in-Confidence Information.
- 6.4 Return of the Documents referred to in this clause does not release the Confidant from its obligations under this Deed.

7. SURVIVAL

- 7.1 This Deed shall survive the termination or expiry of the Contract.

8. INDEMNITY

ANNEX B TO ATTACHMENT I

- 8.1 The Confidant indemnifies the Commonwealth, its officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:
- a. any breach by the Confidant of this Deed; or
 - b. any act or omission by any of the Confidant's employees, agents, advisers or independent contractors which, if done or omitted to be done by the Confidant, would breach of the Confidant's obligations under this Deed.
- 9. INJUNCTIVE RELIEF**
- 9.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth for any breach of this Deed and that the Commonwealth is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.
- 10. NO EXCLUSION OF LAW OR EQUITY**
- 10.1 This Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Commercial-in-Confidence Information.
- 11. WAIVER**
- 11.1 Failure by either party to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.
- 12. REMEDIES CUMULATIVE**
- 12.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 13. OTHER INSTRUMENTS**
- 13.1 Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.
- 14. VARIATIONS AND AMENDMENTS**
- 14.1 No term or provision of this Deed shall be amended or varied unless such amendment or variation is reduced to writing and signed by the parties hereto in the same manner as this instrument.
- 15. APPLICABLE LAW**
- 15.1 The laws of [...INSERT STATE/TERRITORY...] shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.
- 16. GOODS AND SERVICES TAX**
- 16.1 In this clause, 'GST' means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* and the expressions 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the meaning as in that Act.
- 16.2 If a party to this Deed (the 'Supplier') makes a taxable supply under or in connection with this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed (the 'Recipient') and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.

ANNEX B TO ATTACHMENT I

- 16.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 16.4 If a party to this Deed is entitled, under or in connection with this Deed or in connection with any matter or thing occurring under this Deed, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any input tax credits available in respect of those costs.
- 16.5 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

17. NOTICES

- 17.1 Unless the contrary intention appears any notice or communication under this deed shall be effective if it is in writing, signed and delivered to the party as the case may be, at the following address:
- a. [...INSERT COMMONWEALTH REPRESENTATIVE'S POSTAL ADDRESS AND FACSIMILE NUMBER...]; or
 - b. [...INSERT CONFIDANT'S REPRESENTATIVE POSTAL ADDRESS AND FACSIMILE NUMBER...].
- 17.2 A notice or other 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.

ANNEX B TO ATTACHMENT I

SIGNED AND DELIVERED AS A DEED

SIGNED ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA

By:

.....
(signature)	(print name and position of authorised signatory)	(date)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

(...INSERT CONFIDANT'S EXECUTION CLAUSE...)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

ANNEX C TO ATTACHMENT I

NOT USED

ANNEX D TO ATTACHMENT I

GOVERNMENT FURNISHED FACILITIES LICENCE DEED (OPTIONAL)

Note to drafters: Drafters should include the standard GFF Licence following consultation with Infrastructure Division – Defence Support Group.

The standard GFF Licence can be accessed at the Contracting section of the DMO web site at <http://intranet.defence.gov.au/dmoweb/sites/PP/comweb.asp?page=78761&Title=GFF%20Licence>.

All necessary approvals under the Lands Acquisition Act 1989 (LAA) to enter into this Licence must be obtained before the Licence and the Contract are signed. Failure to obtain the necessary LAA approvals before the Licence and the Contract are signed will breach the LAA.

ANNEX E TO ATTACHMENT I**CONTRACT CHANGE PROPOSAL (CCP) DEED (CORE)
(CONTRACT NUMBER: [...INSERT CONTRACT NUMBER...])**

Note to Contractors: A CCP shall identify separately the cost of preparation of the CCP and any proposed variation to the payments required under the Contract and, where approved in accordance with clause 10.1, the reasonable cost of preparation shall be taken into account in calculating the varied payments under the Contract.

If this CCP relates to changes of an administrative nature which have no impact upon the payments required under the Contract or on the Statement of Work, the Contractor may provide minimal details of the change. Responses are only required for headings denoted as mandatory.

This Deed is made on [...INSERT DATE...]

Between

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

and

[...INSERT CONTRACTOR...ACN/ARBN AND ABN IF APPLICABLE...] having its registered office at [...INSERT DETAILS...] ('the Contractor')

RECITALS:

- A. The Commonwealth has entered into a contract [...INSERT CONTRACT NUMBER...] dated [...INSERT DATE...] ('the Contract') for the supply of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...].
- B. The Contract provides that changes are to be dealt with by CCP on the basis of this Deed.
- C. The Commonwealth or the Contractor proposes a change to the Contract as set out in this Deed.

AGREED TERMS:

CCP Number (Mandatory):

ECP Number (If applicable):

Date Raised (Mandatory):

Validity period for CCP (Mandatory):

Originator (Mandatory):

Reference in Contract (Mandatory): [...INSERT CLAUSE NUMBER...]

1. **Details of Proposed Change (Mandatory):**
 - a. **Old Text:**
 - b. **New Text:**
2. **Justification for Proposed Change (Mandatory):**
3. **Effect of Proposed Change (If applicable):**
 - a. **Payments Required under the Contract:**
 - (i) **Price and Delivery Schedule:**
 - (ii) **Payment Schedule including payment method:**
 - (iii) **New or Revised Key Performance Indicators:**
 - (iv) **Cost of Preparation of CCP:**
 - b. **Delivery:**
 - (i) **Location:**

ANNEX E TO ATTACHMENT I

(ii) Date:

c. Scope of Work:

Note to Contractors: This should include a description of the effect of the change on the scope of work, including where appropriate: Quality, AIC, technical/functional specification, warranty, training, documentation, WBS and whether it is for S&Q Services.

Option: For when the parties intend this CCP to take effect on a date other than the date of signature:

4. Date of effect of this Deed:

5. Warranty:

5.1 In signing this CCP the Contractor warrants that the submitted cost of preparation of this CCP is true and correct.

6. Approval:

6.2 The CCP and its attachments are approved. The Contract shall be deemed to be changed on the date specified in this Deed or when this Deed has been properly executed by both parties.

SIGNED AND DELIVERED AS A DEED

SIGNED ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA

By:

.....
(signature) (print name and position of authorised signatory) (date)

In the presence of:

.....
(signature of witness) (print name of witness) (date)

SIGNED ON BEHALF OF THE CONTRACTOR:

Note to drafters: Appropriate execution clauses, and instruction on their use, may be found in the ASDEFCON (Support) Handbook.

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

In the presence of:

.....
(signature of witness) (print name of witness) (date)

Appendix:

1. ECP (if applicable).

ANNEX F TO ATTACHMENT I

NOT USED

ANNEX G TO ATTACHMENT I**MOBILISATION SECURITY DEED (RFT CORE)**

This DEED is made on (...INSERT DATE...)

For the benefit of the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

By (...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) ('the Promisor').

RECITALS

- A. The Commonwealth has entered into a (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) ('the Contract') with (...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) (the 'Contractor') for the supply of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...].
- B. Under the Contract, the Contractor is required to obtain this undertaking from the Promisor for the Commonwealth.

AGREED TERMS

1. The Promisor undertakes to pay on demand to the Commonwealth any sum or sums which may be demanded by the Commonwealth from time to time, up to a maximum of \$(...INSERT AMOUNT BEING 50% OF THE MOBILISATION PAYMENT...). This undertaking is unconditional.
2. To make a demand, the Commonwealth shall give the Promisor a written notice setting out the amount demanded and the time within which it is to be paid.
3. The Promisor shall not make any inquiry in relation to the demand.
4. This undertaking continues in force until the earlier of:
 - a. the Promisor has received written notice from the Commonwealth that the undertaking is no longer required; or
 - b. the Commonwealth has received from the Promisor the whole of the sum, or the balance after any part payment.
5. This undertaking cannot be varied or waived under any circumstances. To avoid doubt, this undertaking is not affected if the Contract is varied, the Contractor is granted an extension of time to perform the Contract, or the Commonwealth waives a breach, failure or default of the Contractor.
6. Unless the contrary intention appears any notice or communication under this Deed shall be effective if it is in writing, signed and delivered to the party as the case may be, at the following address:
 - a. [...INSERT COMMONWEALTH'S POSTAL ADDRESS AND FAX NUMBER...]; or
 - b. [...INSERT PROMISOR'S POSTAL ADDRESS AND FAX NUMBER...].
7. A notice or other 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.
8. The laws of the [...INSERT STATE OR TERRITORY...] shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.

ANNEX G TO ATTACHMENT I

SIGNED AND DELIVERED AS A DEED

SIGNED ON BEHALF OF THE PROMISOR:

(...INSERT THE PROMISOR'S USUAL SEALING CLAUSE...)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

ANNEX H TO ATTACHMENT I**PERFORMANCE SECURITY DEED (RFT CORE)**

This DEED is made on [...INSERT DATE...]

For the benefit of the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

By (...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) ('the Promisor').

RECITALS

- A. The Commonwealth entered into a Contract (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) ('the Contract') with (...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) (the 'Contractor') for the supply of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...].
- B. The Contractor is required by the Contract to secure the due performance of its contractual obligations by obtaining this undertaking for the Commonwealth.

AGREED TERMS

1. The Promisor undertakes to pay on demand to the Commonwealth any sum or sums which may be demanded by the Commonwealth from time to time, up to a maximum of \$[...INSERT AMOUNT...]. This undertaking is unconditional.
2. To make a demand, the Commonwealth shall give the Promisor a written notice setting out the amount demanded and the time within which it is to be paid.
3. The Promisor shall not make any inquiry in relation to the demand.
4. This undertaking continues in force until the earlier of:
 - a. the Promisor has received written notice from the Commonwealth that the undertaking is no longer required; or
 - b. the Commonwealth has received from the Promisor the whole of the sum, or the balance after any part payment.
5. This undertaking cannot be varied or waived under any circumstances. To avoid doubt, this undertaking is not affected if the Contract is varied, the Contractor is granted an extension of time to perform the Contract, or the Commonwealth waives a breach, failure or default of the Contractor.
6. Unless the contrary intention appears any notice or communication under this Deed shall be effective if it is in writing, signed and delivered to the party as the case may be, at the following address:
[...INSERT COMMONWEALTH'S POSTAL ADDRESS AND FAX NUMBER...]; or
[...INSERT PROMISOR'S POSTAL ADDRESS AND FAX NUMBER...].
7. A notice or other 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.
8. The laws of the [...INSERT STATE OR TERRITORY...] shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.

ANNEX H TO ATTACHMENT I

SIGNED AND DELIVERED AS A DEED:

SIGNED ON BEHALF OF THE PROMISOR:

(...INSERT THE PROMISOR'S USUAL SEALING CLAUSE...)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

ANNEX I TO ATTACHMENT I**DEED OF SUBSTITUTION AND INDEMNITY (RFT CORE)**

THIS DEED OF SUBSTITUTION AND INDEMNITY is made on (...INSERT DATE...)

Between

THE COMMONWEALTH OF AUSTRALIA, represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

And (...INSERT NAME OF SUBSTITUTED CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE...), having its registered office at (...INSERT DETAILS...) ('the Substituted Contractor')

And (...INSERT NAME OF CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE...), having its registered office at (...INSERT DETAILS...) ('the Contractor').

RECITALS

- A. The Commonwealth has a Contract (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) ('the Contract') with the Contractor for the supply of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...].
- B. The Substituted Contractor has agreed to be substituted for and to indemnify the Commonwealth on the default of the Contractor under the Contract.

AGREED TERMS

ANNEX I TO ATTACHMENT I**1. INTERPRETATION**

- 1.1 'Notice of Substitution' means a notice issued under clause 7.7 of the Contract.

2. SUBSTITUTION

- 2.1 The parties agree that on and from the date of a Notice of Substitution:
- a. the Substituted Contractor is substituted for the Contractor under the Contract as if the Substituted Contractor had originally been the party to the Contract instead of the Contractor;
 - b. all references in the Contract to the Contractor are to be read and construed as if they were references to the Substituted Contractor;
 - c. the Contractor:
 - (i) directs the Commonwealth to pay any amounts due under the Contract to the Substituted Contractor; and
 - (ii) agrees that the receipt of a payment by the Substituted Contractor is a complete discharge for the payment; and
 - d. the Substituted Contractor:
 - (i) is bound by and shall comply with the Contract; and
 - (ii) enjoys all the rights and benefits of the Contractor under the Contract.

3. INDEMNITY

- 3.1 The Substituted Contractor indemnifies the Commonwealth, its officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising from any act, omission, or default of the Contractor or the Contractor's employees, agents, advisers or independent contractors (whether based in negligence or any other form of legal liability) in performance of the Contract prior to the date of the Notice of Substitution.

4. RELEASE

- 4.1 The Commonwealth releases the Contractor from all claims (whether based in negligence or any other form of legal liability) which the Commonwealth has against the Contractor in relation to the Contract prior to the date of the Notice of Substitution, and discharges the Contractor from the Contract. In this clause, 'claims' includes actions and proceedings.

5. SECURITIES

- 5.1 Within 14 days after the date of the Notice of Substitution, the Substituted Contractor shall obtain for the Commonwealth the following securities:
- a. a security in the form of the Performance Security Deed at Schedule 1 of this Deed; and
 - b. other securities to replace the securities (if any) obtained by the Contractor under clause 7.6 of the Contract, to the satisfaction of the Commonwealth Representative.
- 5.2 The security references in clause 5.1a shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative. The security shall be released by the Commonwealth when (...INSERT THE EVENT WHICH WILL LEAD TO THE RELEASE OF THE SECURITY...). The security shall be exercisable by the Commonwealth for either or both of the following:
- a. to obtain compensation for loss suffered in the event that the Substituted Contractor fails to perform the Contract, including upon termination of the Contract in accordance with clause 12.2 of the Contract; or
 - b. to recover any debts due to the Commonwealth in relation to the Contract.

ANNEX I TO ATTACHMENT I**6. FURTHER ASSURANCES**

- 6.1 Each party shall take the steps, sign the documents, and do all other acts and things as may be reasonably required by the other party to give effect to this Deed.

7. DISCHARGE OF DEED

- 7.1 This Deed is discharged only in the following circumstances:
- a. if the Contractor meets all its obligations in relation to the Contract; or
 - b. if a Notice of Substitution is issued, if the Substituted Contractor meets all its obligations in relation to the Contract.
- 7.2 To avoid doubt, the Substituted Contractor is not released or discharged from this Deed by any of the following:
- a. the making of an arrangement between the Contractor and the Commonwealth prior to the issue of a Notice of Substitution, with or without the consent of the Substituted Contractor;
 - b. any change to the Contract;
 - c. any relief given by the Commonwealth to the Contractor or the Substituted Contractor in relation to their obligations under the Contract.

8. GOODS AND SERVICES TAX

- 8.1 In this clause, 'GST' means the Commonwealth tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999*, and 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the respective meanings given to them by that Act.
- 8.2 If a party (the 'Supplier') makes a taxable supply to another party in relation to this Deed or any matter or thing occurring under this Deed (the 'Recipient'), and the consideration otherwise payable for the taxable supply does not include GST, the Supplier shall be entitled to recover from the Recipient the amount of any GST on the taxable supply, in addition to any other consideration recoverable for the taxable supply.
- 8.3 If the amount paid by the Recipient to the Supplier for GST differs from the actual amount of GST payable for the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), the following adjustments apply:
- a. if the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient; or
 - b. if the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the balance to the Supplier.
- 8.4 If a party is entitled to recover or be compensated for all or a proportion of its costs in relation to this Deed or any matter or thing occurring under this Deed, the amount of the recovery or compensation is reduced by the amount of (or the same proportion of the amount of) any input tax credits available in relation to those costs.
- 8.5 A party is not required to pay any amount for GST to another party unless a valid tax invoice has been issued for that GST.

9. SETTLEMENT OF DISPUTES

- 9.1 If a dispute arises between the parties in relation to this Deed that cannot be settled by negotiation, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.

10. NOTICES

- 10.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing, signed and delivered:
- a. for the Commonwealth and the Contractor, if it is given in accordance with clause 2.3 of the Contract; and

ANNEX I TO ATTACHMENT I

- b. for the Substituted Contractor, if given to the Substituted Contractor in accordance with clause 2.3 of the Contract as if the Substituted Contractor were a party to the Contract with an address for service at (...INSERT SUBSTITUTED CONTRACTOR'S POSTAL AND FAX DETAILS AS PER CLAUSE 2.3 OF THE CONTRACT...).
- 10.2 A notice or other 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.
- 11. APPLICABLE LAW**
- 11.1 The laws of the [...INSERT STATE OR TERRITORY...] shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.

ANNEX I TO ATTACHMENT I

SIGNED AND DELIVERED AS A DEED

SIGNED ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA

By:

.....
(signature)	(print name and position of authorised signatory)	(date)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

Note to drafters: Appropriate execution clauses, and instructions on their use, may be found in the ASDEFCON (Support) Handbook.

SIGNED ON BEHALF OF THE SUBSTITUTED CONTRACTOR

(...INSERT EXECUTION CLAUSE OF THE SUBSTITUTED CONTRACTOR...)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

SIGNED ON BEHALF OF THE CONTRACTOR:

(...INSERT EXECUTION CLAUSE OF THE CONTRACTOR...)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

ANNEX I TO ATTACHMENT I**SCHEDULE 1****PERFORMANCE SECURITY DEED**

This DEED is made on (...INSERT DATE...)

For the benefit of the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

By (...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) ('the Promisor').

RECITALS

- A. The Commonwealth has a Contract (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) ('the Contract') with (...INSERT NAME OF CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) (the 'Contractor') for the supply of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...].
- B. Under a Deed of Substitution and Indemnity dated (...INSERT DATE...), (...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN AS APPLICABLE...) having its registered office at (...INSERT DETAILS...) (the 'Substituted Contractor') has substituted for the Contractor under the Contract, as if the Substituted Contractor were originally a party to the Contract instead of the Contractor.
- C. The Substituted Contractor is required by the Deed of Substitution and Indemnity to secure the due performance of its contractual obligations by obtaining this undertaking for the Commonwealth.

AGREED TERMS

Note to drafters: The amount in clause 1 should be inserted prior to Contract signature.

1. The Promisor undertakes to pay on demand to the Commonwealth any sum or sums which may be demanded by the Commonwealth from time to time, up to a maximum of \$(...INSERT AMOUNT...). This undertaking is unconditional.
2. To make a demand, the Commonwealth shall give the Promisor a written notice setting out the amount demanded and the time within which it is to be paid.
3. The Promisor shall not make any inquiry in relation to the demand.
4. This undertaking continues in force until the earlier of:
 - a. the Promisor has received written notice from the Commonwealth that the undertaking is no longer required; or
 - b. the Commonwealth has received from the Promisor the whole of the sum, or the balance after any part payment.
5. This undertaking cannot be varied or waived under any circumstances. To avoid doubt, this undertaking is not affected if the Contract is varied, the Substituted Contractor is granted an extension of time to perform the Contract, or the Commonwealth waives a breach, failure or default of the Substituted Contractor.
6. Unless the contrary intention appears any notice or communication under this Deed shall be effective if it is in writing, signed and delivered to the party as the case may be, at the following address:
 - a. [...INSERT COMMONWEALTH'S POSTAL ADDRESS AND FAX NUMBER...]; or
 - b. [...INSERT PROMISOR'S POSTAL ADDRESS AND FAX NUMBER...].
7. A notice or other 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

ANNEX I TO ATTACHMENT I

or garbled form, in which case a re-transmitted notice or other communication shall be received when it is effectively delivered in accordance with this clause.

8. The laws of the [...INSERT STATE OR TERRITORY...] apply to this Deed. The courts of that State or Territory have non-exclusive jurisdiction to decide any matter arising out of this Deed.

ANNEX I TO ATTACHMENT I

SIGNED AND DELIVERED AS A DEED

Note to drafters: Appropriate execution clauses, and instructions on their use, may be found in the ASDEFCON (Support) Handbook.

SIGNED ON BEHALF OF THE PROMISOR:

(...INSERT THE PROMISOR'S USUAL SEALING CLAUSE...)

In the presence of:

.....

(signature of witness)	(print name of witness)	(date)
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ANNEX J TO ATTACHMENT I**DEED OF CONFIDENTIALITY AND FIDELITY**

This Deed of Confidentiality and Fidelity is made on (...INSERT DATE...)

between

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

and

(...INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE...), having its registered office at (...INSERT DETAILS...) ('the Confidant').

RECITALS:

- A. The Commonwealth has entered into a contract (...INSERT CONTRACT NUMBER...) dated (...INSERT DATE...) with (...INSERT CONTRACTOR...) ('the Contractor') and dated (...INSERT DATE...) ('the Contract') for the supply of [...INSERT BRIEF DESCRIPTION OF THE SERVICES...].
- B. In order to assist the performance of the Contract, the Contractor and the Confidant have entered into a subcontract, employment or agency arrangement for the supply of (...INSERT PURPOSE OF AGREEMENT AND CONTRACT/ORDER NUMBER AS APPROPRIATE...) ('the Agreement').
- C. In performance of the Agreement, the Confidant may become aware of information belonging to the Commonwealth or a third party that is the subject matter of the Contract. The Confidant agrees to keep the information confidential pursuant to the following terms and conditions.

AGREED TERMS

ANNEX J TO ATTACHMENT I**1. DEFINITIONS**

1.1 In the interpretation of this Deed, unless the contrary intention appears:

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

- a. is by its nature confidential;
- b. the Confidant knows or ought to know is confidential,

but does not include information which:

- a. is or becomes public knowledge other than by breach of this Deed;
- b. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- c. has been independently developed or acquired by the receiving party.

'Documents' includes:

- a. any paper or other material on which there is writing marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- b. any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device.

'Permitted Purposes' mean [...INSERT PURPOSES FOR WHICH THE COMMERCIAL-IN-CONFIDENCE INFORMATION MAY BE USED...].

'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.

2. INTERPRETATION

2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of the Deed;
- 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. where 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;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. 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 date of entering into this Deed, 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 Deed.

ANNEX J TO ATTACHMENT I**3. CONFIDENTIALITY UNDERTAKINGS**

3.1 The Confidant:

- a. acknowledges and agrees that improper use, or disclosure of any Commercial-in-Confidence Information provided to the Confidant pursuant to or in connection with the Agreement would be detrimental to the Commonwealth in the performance of its functions and would cause harm to any third parties with an interest in the Commercial-in-Confidence Information;
- b. shall take all reasonable steps to ensure that such Commercial-in-Confidence Information is kept confidential in accordance with this Deed;
- c. shall only use the Commercial-in-Confidence Information for the Permitted Purposes; and
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Commercial-in-Confidence Information to any person other than to any of its officers, employees, agents, advisers or independent contractors who:
 - (i) have a need to know the Commercial-in-Confidence Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) if required by the Commonwealth, have executed a similar undertaking to this Deed in favour of the Commonwealth,and the Commonwealth may grant or withhold its consent in its absolute and unfettered discretion.

4. CONFIDANT'S REPRESENTATIVES

- 4.1 The Confidant shall ensure that its officers, employees, agents, advisers and independent contractors (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed.
- 4.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 3.1.

5. RETURN OF COMMERCIAL-IN-CONFIDENCE INFORMATION

- 5.1 The Confidant agrees to deliver to the Commonwealth or the Contractor, as required by the Commonwealth, all Documents in its possession, power or control which contain or relate to any Commercial-in-Confidence Information on the earlier of:
 - a. demand by the Commonwealth, and
 - b. the time the Documents and other material are no longer required for the Permitted Purposes.
- 5.2 If the Commonwealth makes a demand under this clause 5, and the Confidant has placed or is aware that Documents containing the Commercial-in-Confidence Information are beyond its possession or control, then the Confidant must provide full particulars of the whereabouts of the Documents containing the Commercial-in-Confidence Information, and the identity of the person in whose custody or control they lie.
- 5.3 The Confidant, when directed by the Commonwealth in writing, agrees to destroy any Document in its possession, power or control which contain or relate to any Commercial-in-Confidence Information.
- 5.4 Return or destruction of the Documents referred to in this clause does not release the Confidant from its obligations under this Deed.

6. SURVIVAL

- 6.1 This Deed shall survive the termination or expiry of the Contract and the Agreement.

ANNEX J TO ATTACHMENT I**7. CONFLICT OF INTEREST**

7.1 The Confidant warrants that before entering into this Deed it has disclosed to the Commonwealth all the past, current and anticipated interests of the Confidant which may conflict with or restrict the Confidant in performing the obligations under this Deed for the Commonwealth fairly and independently.

7.2 The Confidant shall not during the course of this Deed engage in any activity or obtain any interest likely to conflict with or restrict the Confidant in providing the obligations under this Deed to the Commonwealth fairly and independently.

8. INDEMNITY

8.1 The Confidant indemnifies the Commonwealth, its officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:

- a. any breach by the Confidant of this Deed; or
- b. any act or omission by any of the Confidant's officers, employees, agents, advisers or independent contractors which, if done or omitted to be done by the Confidant, would breach of the Confidant's obligations under this Deed.

9. INJUNCTIVE RELIEF

9.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth for any breach of this Deed and that the Commonwealth is entitled to injunctive relief (as appropriate) as a remedy for any breach or suspected or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

10. NO EXCLUSION OF LAW OR EQUITY

10.1 This Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Commercial-in-Confidence Information.

11. WAIVER

11.1 Failure by either party to enforce a provision of the Deed shall not be construed as in any way affecting the enforceability of that provision or the Deed as a whole.

12. REMEDIES CUMULATIVE

12.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

13. OTHER INSTRUMENTS

13.1 Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

14. VARIATIONS AND AMENDMENTS

14.1 No term or provision of this Deed shall be amended or varied unless such amendment or variation is reduced to writing and signed by the parties hereto in the same manner as this instrument.

15. APPLICABLE LAW

15.1 The laws of [...INSERT RELEVANT STATE OR TERRITORY...] shall apply to the Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Deed.

16. GOODS AND SERVICES TAX

ANNEX J TO ATTACHMENT I

- 16.1 In this clause, 'GST' means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* and the expressions 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the meaning as in that Act.
- 16.2 If a party to this Deed (the 'Supplier') makes a taxable supply under or in connection with this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed (the 'Recipient') and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.
- 16.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 16.4 If a party to this Deed is entitled, under or in connection with this Deed or in connection with any matter or thing occurring under this Deed, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any input tax credits available in respect of those costs.
- 16.5 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

17. NOTICES

- 17.1 Unless the contrary intention appears, any notice or other communication under this Deed shall be effective if it is in writing, signed and delivered to the party as the case may be, at the following address
- a. [...INSERT COMMONWEALTH REPRESENTATIVE'S POSTAL ADDRESS AND FAXSCIMILE NUMBER...]; or
 - b. (...INSERT CONFIDANT'S POSTAL ADDRESS AND FAX NUMBER...).
- 17.2 A notice or other 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.

ANNEX J TO ATTACHMENT I

SIGNED AND DELIVERED AS A DEED

SIGNED ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA

By:

.....
(signature)	(print name and position of authorised signatory)	(date)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

Note to drafters: Appropriate execution clauses, and instructions on their use, may be found in the ASDEFCON (Support) Handbook.

SIGNED ON BEHALF OF THE CONFIDANT

(...INSERT EXECUTION CLAUSE OF THE CONFIDANT...)

In the presence of:

.....
(signature of witness)	(print name of witness)	(date)

ANNEX K TO ATTACHMENT I

NOT USED

ANNEX L TO ATTACHMENT I

NOT USED

ANNEX M TO ATTACHMENT I

APPROVAL OF QUOTE (PURCHASE ORDER) (OPTIONAL)

Note to drafters: Drafters should insert:

- a. **the Approved Quotation No;**
- b. **the price for the S&Q Services, and the price basis for that amount (generally expressed as a Milestone Payment, with payment on Acceptance or completion of the Services); and**
- c. **an attachment, in the form of Attachment N to the Contract, that lists any Contract clauses that are considered to be Commercial-in-Confidence Information. When completed this attachment will generally resemble the completed Attachment contained within the 'original' Contract.**



Australian Government
Department of Defence
Defence Materiel
Organisation

ABN 68 706 814 312

**PURCHASE ORDER
FOR S&Q SERVICES**

Purchase Order No:	
Purchase Order Date:	DDMMYY
Pages:	
Amendment No:	

Contractor's details (Company name and address)		Contract No:	
		Approved Quotation No.	
		S&Q Services Title:	
		S&Q Services Summary Description:	
ACN	ABN	Approved Quotation Date:	DDMMYY

NTE PRICE / QUOTATION (AS SET OUT IN THE APPROVED QUOTATION)

	Price / Quotation (excl GST)	GST	Price / Quotation (incl GST)
Total Labour			
Total Materials			
Total Subcontract Costs			
Total Other Allowable Costs			
TOTAL NTE PRICE / QUOTATION			

PRICE AND PAYMENT BASIS

Note to Drafters: Insert basis on which Contractor is paid for the S&Q Service – ie reimbursement of Allowable Costs up to the Approved Quote, Milestones or payment upon Acceptance.

[...INSERT DETAILS...]

This Purchase Order is issued on the terms set out in the conditions of contract, the Approved Quotation referred to above and any Special Conditions attached by the Commonwealth.

This Purchase Order comprises the following documents:

- a. this Purchase Order;
- b. Attachment 1 – Approved Quotation;
- c. Attachment 2 – [...INSERT DETAILS...]; and
- d. Attachment 3 – [...INSERT DETAILS...].

ANNEX M TO ATTACHMENT I

Enquiries regarding this order should be directed to the Contact Officer:			
Printed name	Phone no.	Facsimile no.	Commonwealth Special Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
Address			
Signed on behalf of the Commonwealth of Australia			
			DDMMYY
----- (signature)	----- (print name and position)	----- (date)	

ATTACHMENT J

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 TO INSERT SECURITY CLASSIFICATION GRADING DOCUMENT PRIOR TO RELEASE OF RFT...].

ATTACHMENT K**DRAFT DATA ITEMS (OPTIONAL)**

Note to drafters: If required, drafters are to identify the list of draft Data Item Deliverables that the tenderer shall submit in response to this RFT. For example, a draft Health and Safety Management Plan may be required by the Commonwealth as part of the tenderer's response, which will be used for evaluation purposes and to provide feedback response to the successful tenderer for final submission.

Draft Data Items may also be required to be included in the Contract. Those draft Data Items selected for inclusion should be listed below and included on annexes to this Attachment K.

Annex A (...INSERT TITLE OF DRAFT DATA ITEM...)

Annex B (...INSERT TITLE OF DRAFT DATA ITEM...)

ATTACHMENT L**RESIDENT PERSONNEL (OPTIONAL)**

Note to drafters: Attachment L shall include the following information:

- a. a list of Resident Personnel who will be co-located at the Contractor's or Subcontractors' premises during the Contract;***
- b. the terms of reference for the nominated Resident Personnel;***
- c. a description of the requirements and the facilities; and***
- d. the duration of their co-location.***

ATTACHMENT M

GLOSSARY (CORE)

Note to drafters: All conditions of tender definitions in section 2 (but only section 2) should be removed from the version used for any resultant Contract as they are no longer applicable.

Definitions, acronyms or abbreviations that are not used in a particular RFT or Contract may be deleted from this list. If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal effect of the proposed addition in the context of the existing document.

The listing of all acronyms, abbreviations, definitions and referenced documents, and the version numbers of all referenced documents, should be reviewed for currency prior to both the RFT release and the Contract Effective Date.

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
ABN	Australian Business Number
ABR	Australian Book of Reference
ABS	Australian Bureau of Statistics
ACN	Australian Company Number
ADF	Australian Defence Force
ADFP	Australian Defence Force Publication
AEO	Authorised Engineering Organisation / Accredited Engineering Organisation
AIC	Australian Industry Capability
DAVREG-DGTA	Directorate of Aviation Regulation - Director General Technical Airworthiness
AMO	Approved Maintenance Organisation / Accredited Maintenance Organisation
ANZ	Australian and New Zealand
ARBN	Australian Registered Body Number
ATO	Australian Taxation Office
BER	Beyond Economic Repair
BPR	Beyond Physical Repair
CAGE	Commercial and Government Entity
CAI	Computer Aided Instruction
CASP	Commonwealth Assets Stocktaking Plan
CASR	Commonwealth Assets Stocktaking Report
CBD	Certification Basis Description
CCB	Configuration Control Board
CCP	Contract Change Proposal
CCR	Configuration Change Register
CDRL	Contract Data Requirements List
CEMP	Contractor Engineering Management Plan

ATTACHMENT M

Abbreviation	Description
CI	Configuration Item
CM	Configuration Management
CMAINT	Contingency Maintenance
CMC	Common Management Code
CMCA	Contractor Managed Commonwealth Assets
CMP	Configuration Management Plan
COC	conditions of contract
COMSEC	Communications Security
COTS	Commercial-Off-The-Shelf
CPGs	Commonwealth Procurement Guidelines – December 2008
CPR	Contract Performance Review
CR	Commonwealth Representative
CSA	Configuration Status Accounting
CSR	Contract Status Report
CSRL	Contract Services Requirements List
CSSR	Combined Services Summary Report
CWBS	Contract Work Breakdown Structure
DCERT	Design Certificate
DEEWR	Department of Education, Employment and Workplace Relations
DID	Data Item Description
DIDS	Defence Integrated Distribution System
DISP	Defence Industry Security Program
DMO	Defence Materiel Organisation
DMS	Data Management System
DPPM	Defence Procurement Policy Manual
DSD	Detailed Service Descriptions
DSM	Defence Security Manual
DTR-A	Director of Technical Regulation - Army
DTR-N	Director of Technical Regulation - Navy
EAC	Engineering Authority Certificate
ECP	Engineering Change Proposal
ED	Effective Date
ENVMP	Environmental Management Plan
ENVMS	Environmental Management System
FCA	Functional Configuration Audit
FMECA	Failure Mode, Effects and Criticality Analysis
FMS	Foreign Military Sales

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Abbreviation	Description
FSCAP	Flight Safety Critical Aircraft Parts
G&A	General and Administrative
GFD	Government Furnished Data
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFI	Government Furnished Information
GFM	Government Furnished Material
GFS	Government Furnished Services
GST	Goods and Services Tax
GTI	Government Titled Item
H	Hardcopy
H&SMP	Health And Safety Management Plan
IIL	Item Identification List
ILS	Integrated Logistic Support
Incl	Include/s/d
IP	Intellectual Property
IPB	Illustrated Parts Breakdown
IPR	Intellectual Property Report
IR	Industry Requirement
IV&V	Independent Verification & Validation
JAS-ANZ	Joint Accreditation System for Australia and New Zealand
KPI	Key Performance Indicator
LCC	Life Cycle Cost
LCCA	Life Cycle Costing Analysis
LCN	Logistic (Support) Control Number
LEA	Letter of Engineering Authority
LIA	Local Industry Activity
LOT	Life of Type
LSAR	Logistic Support Analysis Record
MAC	Maintenance Authority Certificate
MILIS	Military Integrated Logistics Information System
MMP	Maintenance Management Plan
MOA	Memorandum of Agreement
MOTS	Military-Off-The-Shelf
MRI	Master Record Index
MRU	Members Required in Uniform
MSDS	Material Safety Data Sheet

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Abbreviation	Description
MSH	Minimum Stores Holdings
MSR	Mandated System Review
MTBF	Mean Time Between Failure
NATA	National Association of Testing Authorities
NOHSC	National Occupational Health and Safety Commission
Non-RI	Non-Repairable Item
NSF	(Australian) National Skills Framework
NTE	Not To Exceed
NTRM	Navy Technical Regulations Manual
OD	Operative Date
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety
OPM	Other Performance Measure
OSP	Operating Support Plan
PCA	Physical Configuration Audit
PHIP	Phase In Plan
PHOP	Phase Out Plan
PIC	Priority Industry Capability
PIP	Performance Implementation Period
PPR	Periodic Performance Review
QAR	Quality Assurance Representative
QMS	Quality Management System
QP	Quality Plan
Qty	Quantity
RAAF	Royal Australian Air Force
RAN	Royal Australian Navy
RCM	Reliability Centred Maintenance
Ref	Reference
RFT	Request For Tender
RI	Repairable Item
RMP	Risk Management Plan
ROE	Rate of Effort
RSL	Reserve Stockholding Level
S	Softcopy
S&Q	Survey and Quote
S&TE	Support and Test Equipment
SCP	Software Change Proposal

ATTACHMENT M

Abbreviation	Description
SCR	Safety Case Report
SE	Systems Engineering
SME	Small to Medium Enterprises
SWMP	Software Management Plan
SOE	Standard Operating Environment
SOW	Statement of Work
SPO	System Program Office
SSMP	Support Services Management Plan
SSMS	Support Services Master Schedule
SSP	Supply Support Plan
SSPP	System Safety Program Plan
SSVM	Support Services Verification Matrix
SWCR	Software Change Request
SWSP	Software Support Plan
TAMM	Technical Airworthiness Management Manual
TBD	To be determined
TCO	Total Cost of Ownership
TDL	Technical Data List
TDR	Tender Data Requirement
TDRL	Tender Data Requirements List
TEML	Training Equipment and Materials List
TMC	Technical Management Code
TMP	Technical Maintenance Plan
TNA	Training Needs Analysis
TNGMP	Training Management Package
TRA	Technical Regulatory Authority
TRAMM-L	Technical Regulation of ADF Materiel Manual – Land
TRF	Technical Regulatory Framework
TRS	Training Requirements Specification
TSP	Training Support Plan
V&V	Verification and Validation
V&VP	Verification and Validation Plan
WBS	Work Breakdown Structure
WSL	Working Stockholding Level

ATTACHMENT M

2. DEFINITIONS – CONDITIONS OF TENDER

Note to drafters: This section to be deleted in final Contract.

Term	Status	Definition
Attachment	(Core)	with respect to the conditions of tender, means an attachment to the conditions of tender listed in the table of contents.
'complies'	(Core)	in relation to a tenderer's statement of compliance means: <ol style="list-style-type: none"> in the case of a clause which imposes a contractual condition, that the condition is agreed; in the case of a clause which specifies a characteristic or performance to be met by the Services to be provided, that the tenderer meets the requirement as specified; in the case of a clause which is of an informative nature only that the clause has been read, understood and is agreed; or in the case of a clause where information has been requested that the information has been provided in the required level of detail and in the required format.
'does not comply'	(Core)	in relation to a tenderer's statement of compliance, means that the contractual condition, characteristic or performance requirement of the clause is not met by the tenderer. Where a tender does not comply with a particular clause, the extent of non-compliance is to be stated.
'exceeds requirement'	(Core)	in relation to a tenderer's statement of compliance, means the Services offered exceed the specified requirements. Full details of the extent of variation from the specified requirement are to be stated.
Request for Tender	(Core)	means: <ol style="list-style-type: none"> the conditions of tender; Attachment A to the conditions of tender (including the Annexes to Attachment A); the draft Contract; and [...INSERT OTHER DOCUMENTS FORMING PART OF THE RFT...].
Tender Data Requirement	(Core)	means the information required to be provided by a tenderer as set out in Attachment A to the Conditions of Tender (the Tender Data Requirements List or 'TDRL') and the Annexes to the TDRL.

ATTACHMENT M

3. DEFINITIONS

Term	Status	Definition
Acceptance	(Core)	means acceptance of Deliverables delivered in the course of providing the Services in accordance with clause 6.9 of the conditions of contract, signified by the Commonwealth Representative's signature of the Supplies Acceptance Certificate; and 'Accept' has a corresponding meaning.
Achieved Performance	(Core)	for a KPI for a Review Period, means a number representing the Contractor's performance against the KPI in the Review Period, as determined in accordance with Attachment P.
Ad Hoc Services	(Core)	means Task-Priced Services, S&Q Services and Pre-Authorised Ad Hoc Services.
Adaptive Maintenance	(Optional)	means the modification of a software Product, after delivery, to keep the software Product usable in a changed or changing environment.
Adjusted Performance Score	(Core)	for a KPI for a Review Period, means the percentage score, determined in accordance with Attachment P as the Contractor's Adjusted Performance Score, representing the relative value of the Achieved Performance to the Commonwealth.
adjustment note	(Core)	has the same meaning as in the GST Act
agency	(Core)	in clause 11.7 of the conditions of contract, has the same meaning as in the <i>Privacy Act 1988</i> .
Allocated Baseline	(Optional)	means the current Approved documentation for a CI, which describes the functional, performance, interoperability and interface characteristics that are allocated from those of the higher-level CI and the Verification required to demonstrate achievement of those specified characteristics.
Annex	(Core)	means an annex to an Attachment.
Approval	(Core)	<p>a. for a data item, has the meaning given by clause 2.4.4 of the SOW; and</p> <p>b. in every other context, means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work under the Contract.</p> <p>Approval in either case does not constitute Acceptance; 'Approve' has a corresponding meaning.</p>
Approved Privacy Code	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> .
Approved Subcontractor	(Core)	means a Subcontractor listed in Attachment H or the Approved Subcontractor section of an Approved S&Q Quote and 'Approved Subcontract' means a contract between the Contractor and an Approved Subcontractor.
Assets Register	(Core)	means the log used by the Contractor for recording Contractor Managed Commonwealth Assets.
Associated Parties	(Core)	means other entities (including other contractors and Commonwealth organisations) performing activities related to or otherwise having a connection with the activities performed by the Contractor.

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Term	Status	Definition
At-Risk Amount (per annum)	(Core)	means the portion of the Core Services Fee that is either fully earned or reduced relative to the Contractor's performance in providing the Services that are measured by KPIs. The amount (per annum) is specified in Table B-1(d) of Annex B to Attachment B as the At-Risk Amount.
At-Risk Amount (per Review Period)	(Core)	means the amount specified for each KPI in Table C-1 of Annex C to Attachment B.
Attachment	(Core)	means an attachment to the conditions of contract listed in the table of contents.
Audit	(Core)	means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.
Australian Industry Capability Plan or AIC Plan	(Core)	means the plan set out at Annex B to Attachment F.
Authorised Person	(Core)	means a person who is delegated a function or authorised to carry out a function on behalf of the Commonwealth Representative in accordance with the Contract.
Award Assessment Period	(Optional)	Note to drafters: Insert this definition if Option B is selected at clause 1.8 of the COC. has the meaning given under clause 1.8 of the conditions of contract.
Award Term	(Optional)	Note to drafters: Insert this definition if Option B is selected at clause 1.8 of the COC. means an extension to the Contract, determined in accordance with clause 1.8 of the conditions of contract, which is granted by the Commonwealth as a reward to the Contractor, when performance criteria and other conditions have been met.
Award Term Review	(Optional)	Note to drafters: Insert this definition if Option B is selected at clause 1.8 of the COC. means a Periodic Performance Review required by clause 1.8 of the conditions of contract and conducted, in accordance with clause 3.4.6 of the SOW, to determine if an Award Term may be granted and under what conditions.
Background IP	(Core)	means IP, other than Third Party IP, that: <ul style="list-style-type: none"> 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 or any Approved Subcontract (or both); and b. is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.
Base Date	(Core)	means [...INSERT BASE DATE...].
Base Fee	(Core)	means the amount specified in Table B-1(e) of Annex B to Attachment B as the Base Fee. The Base Fee is equal to the Core Services Fee less the At-Risk Amount, and is not varied by the Performance Payment.

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Term	Status	Definition
Beyond Economic Repair	(Optional)	means the categorisation given to an unserviceable Product when the cost of repairing the Product outweighs the cost of buying a replacement Product.
Beyond Physical Repair	(Optional)	means the categorisation given to an unserviceable Product when it cannot physically be repaired (eg due to damage).
Cannibalisation	(Optional)	means the removal of a serviceable Item from one system or high-level spare, in order to use that Item to make another system available to undertake operations; and 'Cannibalise' has a corresponding meaning.
Capability	(Core)	means the ability resulting from the employment of the Mission System, the Support System and other elements provided by Defence. Capability is the power to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period.
Carried Forward Unserviceability	(Optional)	means a deferred unserviceability that does not prejudice the Technical Integrity of a Product or the safety of Personnel.
Certification	(Core)	<p>a. for clause 11 of the SOW, has the meaning given by clause 11.1.6 of the SOW. 'Certified' has a corresponding meaning; and</p> <p>b. in relation to the certification of Products, means the end result of a process, which formally examines and documents compliance of a Product against predefined standards, to the satisfaction of the certifying authority.</p>
Certification Basis	(Optional)	means the suite of standards against which materiel is to be certified, derived from or judged to be equivalent to a subset of the materiel standards approved by a Technical Regulatory Authority.
Certification Basis Description	(Optional)	means the document listing, inter-alia, the individual Certification Basis requirements and the evidence that demonstrates Contractor compliance with the requirements.
Certificate of Conformity	(Optional)	means a formal certification that the goods supplied are authentic, their origin traceable, that they meet the specification and conditions contained in the original order, and that this is certified by a responsible member of the supplier's quality control organisation.
Change of Control	(Core)	<p>means, in relation to the Contractor, where:</p> <p>a. a body corporate or entity that Controls the Contractor ceases to Control the Contractor;</p> <p>b. a body corporate or entity that does not Control the Contractor comes to Control the Contractor.</p>

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Term	Status	Definition
Codification Data	(Core)	means: a. for Deliverables (other than data, services, and Intellectual Property) not already codified in the NATO Codification System, the engineering drawings, standards, specifications and/or technical documentation required to fully identify the items designated by the Commonwealth to support the equipment covered by the Contract; or b. for Deliverables already codified in the NATO Codification System, the details of that codification.
Commercial and Government Entity Code	(Core)	means the code that identifies the manufacturer of an item.
Commercial-in-Confidence Information	(Core)	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: c. is or becomes public knowledge other than by breach of the Contract; d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party.
Commonwealth Funded Resources	(Core)	has the meaning set out in clause 3.19.1a of the conditions of contract.
Commonwealth Mandated GFF	(Optional)	means GFF identified as 'Commonwealth Mandated GFF' in: a. Annex B to Attachment E; or b. the GFM section of an Approved S&Q Quote.
Commonwealth Mandated GFM	(Optional)	means GFM identified as 'Commonwealth Mandated GFM' in: a. Annex A to Attachment E; or b. the GFM section of an Approved S&Q Quote.
Commonwealth Mandated GFS	(Optional)	means GFS identified as 'Commonwealth Mandated GFS' in: a. Annex C to Attachment E; or b. the GFS section of an Approved S&Q Quote.
Commonwealth Representative	(Core)	means the person holding or performing the office of [...INSERT OFFICE...] or any other person appointed pursuant to the Contract as the Commonwealth Representative.
Commonwealth-sponsored Training	(Optional)	means Training that is either owned by the Commonwealth or licensed to the Commonwealth by a third party and that is provided to the Contractor for the purposes of the Contract.
Company ScoreCard	(Core)	has the meaning given by the DMO Company ScoreCard Policy Statement.

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Term	Status	Definition
conditions of contract	(Core)	means the document titled 'conditions of contract' forming part of the Contract.
Configuration Audit	(Optional)	means product configuration Verification accomplished by inspecting documents, products and records; and reviewing procedures, processes, and systems of operation to Verify that the product has achieved its required attributes (performance requirements and functional constraints) and the product's design is accurately documented. Includes both functional and physical configuration audits.
Configuration Baseline (or 'Baseline')	(Core)	<p>a. in the context of a product, means an agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change;</p> <p>b. in the context of documentation, means an approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change;</p> <p>c. in the context of Configuration Management documents, means the currently approved and released configuration documentation; and</p> <p>d. in the context of a software product, means a released set of files comprising a software version and associated configuration documentation.</p>
Configuration Control	(Core)	<p>a. in the context of configuration documentation means, a systematic process that ensures that changes to released configuration documentation are properly identified, documented, evaluated for impact, approved by an appropriate level of authority, incorporated, and verified; and</p> <p>b. in the context of a product, means the configuration management activity concerning: the systematic proposal, justification, evaluation, co-ordination, and disposition of proposed changes; and the implementation of all approved and released changes into: <ul style="list-style-type: none"> (i) the applicable configurations of a product; (ii) associated product information; and (iii) supporting and interfacing products and their associated information. </p>
Configuration Control Board or CCB	(Core)	means the group of functional and other representatives responsible for the Configuration Control of a Mission System, Configuration Item, or other Product. There may be Commonwealth, Contractor and Subcontractor CCBs, as applicable to the Contract. The composition of the required CCBs is normally defined in each organisation's CM plans.

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Term	Status	Definition
Configuration Identification	(Core)	<p>a. in the context of an identification process, means the unique identifiers for a product and its configuration documents;and</p> <p>b. in the context of a Configuration Management activity, means the systematic process of selecting the product attributes, organising associated information about the attributes, and stating the attributes. This Configuration Management activity encompasses the:</p> <ul style="list-style-type: none"> (i) selection of Configuration Items; (ii) determination of the types of configuration documentation required for each Configuration Item; (iii) issuance of numbers and other identifiers affixed to the Configuration Items and to the technical documentation that defines the Configuration Item's configuration; and (iv) release of Configuration Items and their associated configuration documentation, and establishment of Configuration Baselines for Configuration Items.
Configuration Item or CI	(Core)	means an aggregation of hardware/software (or any of its discrete proportions), which satisfies an end item use function and is designated for configuration management.
Configuration Management or CM	(Core)	means a process for establishing and maintaining consistency of a product's performance, functional, and physical attributes with its requirements, design and operational information throughout its life.
Configuration Status Accounting	(Core)	means the Configuration Management activity concerning capture and storage of, and access to, configuration information needed to manage products and product information effectively.
Consumable	(Core)	has the same meaning as Expendable.
Contamination	(Core)	The presence in, on or under land, air or water of a substance (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the Environment.
Continuation Training	(Core)	means Training undertaken by Defence staff in order to maintain currency and skill in relation to the Capability.
Contingency	(Optional)	means the provision of support by the Contractor, in addition to the requirements of the Contract, to meet the Commonwealth's requirements for support during heightened ADF operations. Contingency is an element of Surge.
Contingency Maintenance	(Optional)	means that Maintenance carried out on technical equipment during heightened ADF operations, when the availability of that equipment is crucial to force capability, and peacetime maintenance procedures are inappropriate.

ATTACHMENT M

Term	Status	Definition
Contract	(Core)	means the conditions of contract, the Attachments including the Statement of Work, and any document expressly incorporated as part of the Contract.
Contract Change Proposal (CCP)	(Core)	has the meaning given by clause 10.1 of the conditions of contract.
Contract Term	(Core)	<p>Note to drafters: Insert the following if Option A is selected at clause 1.8 of the COC.</p> <p>means the period commencing on the Effective Date and ending in accordance with clause 1.8 of the conditions of contract.</p> <p>Note to drafters: Insert the following if Option B is selected at clause 1.8 of the COC.</p> <p>means the period commencing on the Effective Date and ending in accordance with clause 1.8 of the conditions of contract, comprising the Initial Term and all of the Award Terms.</p> <p>Note to drafters: Insert the following if Option C is selected at clause 1.8 of the COC.</p> <p>means the period commencing on the Effective Date and ending in accordance with clause 1.8 of the conditions of contract, comprising the Initial Term and all of the Renewal Terms.</p>
Contractor Managed Commonwealth Asset	(Core)	<p>means any item owned by the Commonwealth which is in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors. CMCA includes GFM and GTI but does not include Deliverables unless those Deliverables have been:</p> <ol style="list-style-type: none"> Accepted by the Commonwealth in accordance with the Contract; and identified in the Contract, or otherwise by the Commonwealth Representative to the Contractor, as being items that are required to be held by the Contractor as CMCA.
Contractor Representative	(Core)	means the representative nominated by the Contractor under clause 2.2 of the conditions of contract.
Contractor-sponsored Training	(Optional)	means Training that is either owned by the Contractor or licensed to the Contractor by a third party to enable the Contractor to provide the Training Services.

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Term	Status	Definition
Control	(Core)	means: <ol style="list-style-type: none"> a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in a corporation; b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in a corporation; c. the ability to appoint or remove a majority of the directors of a corporation; d. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of a corporation; or e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of a corporation.
Core Services	(Core)	means the Recurring Services other than the Excluded Services.
Core Services Fee	(Core)	means the amount specified in Table B-1(a) of Annex B to Attachment B as the Core Services Fee.
Corrective Maintenance	(Core)	means those actions necessary to restore items or systems (both hardware and software) to a satisfactory condition or level of performance after failure or other unsatisfactory condition has been detected. It may be performed on any item, irrespective of whether another form of maintenance (such as Preventive Maintenance) is also defined for the item. In some cases the Corrective Maintenance action necessary may be equivalent to a Preventive Maintenance task defined for the item. Corrective Maintenance may also occur as a result of a suspected failure, even if further investigation indicates that no actual failure occurred. With respect to software, Corrective Maintenance means reactive modification of a software product after delivery to correct discovered problems.
Cost Review Period	(Optional)	means a time period within the Contract Term for which a Periodic Cost Review is conducted.
Dangerous Goods	(Core)	has the meaning given to that term in regulation 8.04(3) of the <i>Occupational Health and Safety (Safety Standards) Regulations 1994</i> .
Data Management System	(Optional)	means the Contractor's system for providing on-line access to DMS Contract Data in accordance with clause 2.3 of the SOW.
day	(Core)	means a calendar day.
Defect	(Core)	means a fault, other than fair wear and tear, which renders an item unsuitable for its intended use. The fault may be in design or deviation of a dimension, finish or other functional characteristic from specified requirements or from recognised standards of engineering practice.
Defence	(Core)	means the Department of Defence and/or the ADF.
Defence Property	(Core)	means property of the Commonwealth administered by the Department of State known as the Department of Defence.

ATTACHMENT M

Term	Status	Definition
Defence Purposes	(Core)	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 any of those purposes.
Defence Supply Chain	(Optional)	means that portion of the overall supply chain for a Stock Item in which one or more Defence agencies are involved in the Supply actions (eg receipting, storage and delivery) for that Stock Item.
Deliverable(s)	(Core)	means any service, information (including Technical Data), document (including report, manuals, designs, drawings and the like), hardware, software or other thing which is, or is required by the Contract to be, delivered or provided by the Contractor or its agents to the Commonwealth or its agents in the course of the performance of the Services.
Demand	(Optional)	means an authorised request for the supply of a Stock Item from the Commonwealth to the Contractor or from the Contractor to the Commonwealth.
Demand Satisfaction Rate	(Optional)	means the percentage of occurrences that a request for an Item can be satisfied.
Design Support Network	(Optional)	has the meaning given in <i>AAP 7001.053</i> .
Deviation	(Core)	means written authorisation to depart from the originally specified requirements for a Product. An application for a Deviation is submitted before the event, when a condition is identified as not being able to be achieved, such as a: <ul style="list-style-type: none"> a. test requirement; b. process requirement; c. material requirement; and d. quality system requirement.
Disposal	(Optional)	means a process used by the Contractor to dispose of Commonwealth Stock and Non-Stock Items.
Distribution	(Optional)	means the management process and physical functions associated with the movement of Items between pick up and delivery points.
Distribution System	(Optional)	means the Defence Distribution System available for use by the Contractor, principally the Defence Integrated Distribution System.
DMS Contract Data	(Optional)	means the data for which on line access is provided to the Commonwealth through the DMS in accordance with clause 2.3 of the SOW.
document	(Core)	includes: <ul style="list-style-type: none"> 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.

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Term	Status	Definition
Draft	(Core)	In relation to a data item, the draft version shall be developed to the stage where it reflects the structure and content of the final version of the data item, but may be missing low level detail.
Effective Date	(Core)	means the date on which the Contract is signed by the parties, or if signed on separate days, the date of the last signature.
Efficiencies	(Core)	<p>means any means by which the Contractor enables Defence's costs (including Life Cycle Cost, costs associated with operating and supporting the Capability to which the Products being supported relate, and any related costs associated with other capabilities) to be reduced, while ensuring that Outcomes are achieved, where such means may include one or more of the following:</p> <ol style="list-style-type: none"> a. any means by which the Contractor is able more efficiently, cost effectively, or professionally to perform any or all of the Services, including operating and supporting the Products being supported in accordance with the Contract; b. enhancements to the Products being supported; c. changes to the responsibilities of, and the modes of interaction between, any of the parties involved in the operation and support of the Products being supported, including both within and between the Commonwealth, Contractor and Subcontractors; d. changes to the modes of operation and support for the Capability or related capabilities (or both); e. enhancements to wider Defence or other Commonwealth capability arrangements (eg requirements bundling); and f. any other identified opportunities. <p>"Efficiency" has a corresponding meaning.</p>
Employee	(Core)	in clause 10.11 of the conditions of contract means an employee of Defence or a member of the Australian Defence Force.
Engineering Change Proposal	(Core)	<p>means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, to vary the specific requirements of an article, either delivered or to be delivered, which will require revision of:</p> <ol style="list-style-type: none"> a. the contract specification; b. the engineering drawings; or c. any document referenced from the documents identified in either subclause a or b.
Engineering Information System	(Core)	means the Contractor's system, as required under clause 6.2.2 of DSD-ENG-SERV, which is used and generated by the engineering processes to provide access to the relevant technical information, decisions and rationale that describe the current state of engineering activities and associated approvals. The EIS includes information produced by the Contractor and Approved Subcontractors.

ATTACHMENT M

Term	Status	Definition
Engineering Services	(Core)	means those Services associated with performing activities of an engineering nature, including design management, technical-integrity management, Configuration Management and software support, as well as the management of these engineering activities.
Engineering Support	(Core)	means the organisation of hardware, software, materiel, Facilities, Personnel, processes and Technical Data needed to enable Engineering Services to be competently provided for the Materiel System throughout its life.
Environment	(Optional)	in the context of environmental management, means: <ul style="list-style-type: none"> a. ecosystems and their constituent parts; b. natural and physical resources; c. the qualities and characteristics of locations, places and areas; d. noise; and e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraph a, b or c.
Environmental Harm	(Optional)	means any actual or threatened adverse impact on, or damage to, the Environment.
Environmental Incident	(Optional)	means any Environmental Harm or Contamination caused by or in relation to the Contractor's activities.
Environmental Management System	(Core)	has the meaning given to that term in AS/NZS ISO 14001:2004.
Excepted Risk	(Core)	means: <ul style="list-style-type: none"> a. any negligent act or omission of the Commonwealth, the Commonwealth Representative or officers, employees or agents of the Commonwealth; b. war, invasion, acts of foreign enemies, hostilities between nations, civil insurrection or militarily usurped power; c. confiscation by governments or public authorities; or d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, <p>which, in the case of paragraphs c and d of this definition, is not caused by the Contractor, its officers, its employees, its agents or its Subcontractors.</p>
Excess Capacity	(Optional)	means the difference between the use to which the GFM, GFS, GFF and MRU could be put, and the use to which the Contractor is required to put them in providing the Services.
Excluded Services	(Core)	means the Services (if any) specified in Table B-3 in Annex B to Attachment B, including Intellectual Property and Technical Data required to be provided under the Contract in relation to those Services.
Excluded Services Fee	(Core)	means the amount specified in Table B-1(b) of Annex B to Attachment B as the Excluded Services Fee.

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Term	Status	Definition
Exigency	(Optional)	means the provision of support for a period of up to two months in any six month period, with no advance notice, and for up to 150% of the average monthly ROE. Exigency is an element of Surge. Note to drafters: The drafter should amend the parameters above to suit Contract needs.
Extension Notice	(Optional)	has the meaning set out in clause 1.8.8 of the conditions of contract.
Facilities	(Core)	means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, machinery, plant and utilities involved in the operation and support of the Products.
Failure	(Core)	means the inability of a system or component to perform its required functions within specified performance requirements.
Foreground IP	(Core)	means IP which is created under or otherwise in connection with the performance of the Contract or any Approved Subcontract (or both), other than Third Party IP.
Freight Distribution Centre	(Optional)	means the Defence or Defence-managed organisation (including contractors) in a particular locale that is responsible for receiving, storing (if required), documenting and dispatching Defence freight to customer organisations in accordance with assigned priorities.
Functional Baseline	(Core)	means the Approved documentation for a system or top level CI, which describes the functional, performance, interoperability, and interface characteristics and the Verification required to demonstrate the achievement of those specified characteristics.
Glossary	(Core)	means this glossary.
Goods and Services Tax or GST	(Core)	has the same meaning as in the GST Act.
Government Furnished Data or GFD	(Optional)	means the data identified as 'Government Furnished Data' in: a. Annex A to Attachment E; or b. the GFM section of an Approved S&Q Quote.
Government Furnished Equipment or GFE	(Optional)	means the equipment identified as 'Government Furnished Equipment' in: a. Annex A to Attachment E; or b. the GFM section of an Approved S&Q Quote.
Government Furnished Facilities or GFF	(Optional)	means the Facilities identified in: a. Annex B to Attachment E; or b. the GFF section of an Approved S&Q Quote.
Government Furnished Information or GFI	(Optional)	means the information identified as 'Government Furnished Information' in a. Annex A to Attachment E; or b. the GFM section of an Approved S&Q Quote.

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Term	Status	Definition
Government Furnished Material or GFM	(Optional)	is the collective name for the GFD, GFE, GFI.
Government Furnished Services or GFS	(Optional)	means the services identified as 'Government Furnished Services' in: a. Annex C to Attachment E; or b. the GFS section of an Approved S&Q Quote.
Government Titled Item	(Optional)	means an item (including equipment, Technical Data and IP) identified in Annex D to Attachment E.
GST Act	(Core)	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Hazardous Substance	(Core)	means a substance which has the potential, through being used, to harm the health or safety of persons as detailed in the National Occupational Health and Safety Commission (NOHSC) publications NOHSC: 1008 (2004) "Approved Criteria for Classifying Hazardous Substances" and the "Hazardous Substances Information System".
Imported Content	(Core)	means that part of the Services (measured by value) that is not 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 international freight and cartage (by other than Australian and New Zealand industry carriers), agent's fees, and overseas storage.
Industry Requirement	(Core)	means the capabilities required by Defence from Australian Industry to support ADF operational capabilities, as set out in Annex A to Attachment F.
Information Privacy Principle	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> .
Initial Term	(Optional)	has the meaning given under clause 1.8 of the conditions of contract.
Intellectual Property	(Core)	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.
Internal System Review	(Core)	means a System Review, other than a Mandated System Review, that the Contractor or a Subcontractor conducts as part of the program of activities for the Contract.
IP Plan	(Core)	means the plan specified in accordance with clause 3.13 of the SOW and included in Attachment G.

ATTACHMENT M

Term	Status	Definition
Issue	(Core)	means a concern or action whose progress needs to be monitored, but which is technically not a risk because it does not represent any cost or schedule threat to the Contract at this point in time. Typical issues include action items from meetings, corrective actions, and concerns or actions arising from correspondence, metrics collection and analysis, deviation from progress against plans, and reviews of process application.
Issue Register	(Core)	means the log used by the Contractor for recording each Issue and the associated actions.
Item	(Core)	means a general term used to denote any element of the Support System.
Justification	(Core)	means the determination and authorization of a stocking level at a particular Commonwealth or Contractor location.
Key Performance Indicator	(Core)	means a Performance Measure specified in Annex A to Attachment P as a KPI, being a measure that is used to determine the Contractor's entitlement to Performance Payments under Annex C to Attachment B.
Key Person	(Optional)	means a person filling a Key Staff Position.
Key Requirement	(Optional)	means each obligation or requirement described as such in Attachment D.
Key Staff Position	(Optional)	means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the Contract, as identified in accordance with clause 9.1 of the SOW.
Latent Defect	(Optional)	means a deficiency in design, materials or workmanship not discoverable by reasonable care or inspection prior to payment for the Services, that causes a failure of equipment (including Deliverables): <ul style="list-style-type: none"> a. due to a software fault; or b. other than due to a software fault, which falls outside the incidence of random failures to be expected from the equipment.
Lead Time	(Core)	means the time it will take (in days) for the Contractor to deliver the goods or items to the place nominated in the Contract.
Licence	(Core)	means a royalty-free, irrevocable, world-wide, perpetual and non-exclusive licence, including a right to sub-licence.
Life Cycle Cost	(Core)	means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Products being supported under the Contract over the LOT of the Mission System. The LCC includes all costs associated with acquisition, in-service operations, logistics support and disposal.
Life of Type or LOT	(Core)	means the period in which the Commonwealth will use an item of equipment or Defence capability. The Commonwealth may vary this period from time to time at its discretion based on strategic or operational requirements.

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Term	Status	Definition
Local Industry Activities	(Core)	means the activities required to be undertaken by Australian and New Zealand industry as set out in the AIC Schedule (in Annex B to Attachment F).
Maintenance	(Core)	means all actions taken to retain material in, or restore it to, a specified condition or to restore it to serviceability; and 'Maintain' has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance. Note: The terms Adaptive Maintenance and Perfective Maintenance are not considered subcategories of Maintenance. These terms are used in commercial software standards and are used for consistency with these standards, but are considered to be part of Engineering Services.
Maintenance Management System	(Core)	means the logistic information management system that is used for managing the provision and performance of Maintenance Services. There may be more than one Maintenance Management System used under the Contract (eg Commonwealth-provided system and Contractor system).
Maintenance Requirements Determination	(Optional)	means the systematic application of a number of processes (eg failure mode, effects and criticality analysis; and reliability centred maintenance) that are used to develop maintenance requirements for a Product.
Maintenance Services	(Core)	means those Services associated with performing Maintenance, including the management of Maintenance activities.
Maintenance Support	(Core)	means the organisation of hardware, software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Maintenance Services to be competently provided for the Materiel System throughout its life.
Major Change	(Core)	Note to drafters: Prior to RFT release amend this definition to align with the terminology used in the applicable TRF manual and incorporate this manual reference into the definition. means a Class I Engineering Change Proposal as defined in [...INSERT APPLICABLE REFERENCE...].
Mandated System Review	(Optional)	means a System Review that is mandated in the Contract.
Materiel System	(Core)	means the Mission System combined with the Support System.
Members Required in Uniform or MRU	(Optional)	means the ADF members specified at Attachment O.
Milestone	(Core)	means an event or series of events specified in Annex A to Attachment B as a Milestone.
Milestone Date	(Core)	for a Milestone, means the date for achievement of the Milestone specified in Annex A to Attachment B.

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Term	Status	Definition
Milestone Payment	(Core)	for a Milestone, means the amount specified in Annex A to Attachment B for the Milestone.
Minor Change	(Core)	<p>Note to drafters: Prior to RFT release, amend this definition to align with the terminology used in the applicable TRF manual and incorporate this manual reference into the definition.</p> <p>means a Class II Engineering Change Proposal as defined in [...INSERT APPLICABLE REFERENCE...].</p>
Mission Critical Capabilities	(Optional)	<p>Note to drafters: Amend the following definition, as required, to support the classification of the severity of Failures (eg see DSD-OPS-HLPDSK). In more complex situations, it may be more appropriate to create a table or indented structure identifying Mission Critical Capabilities for each group of Products being supported.</p> <p>means those functions that:</p> <ol style="list-style-type: none"> [... DRAFT TO INSERT ...]; and [... DRAFT TO INSERT ...].
Mission System	(Core)	means those Products designated as Mission Systems at Annex A to the SOW.
Mobilisation Payment	(RFT Core)	means the payment identified as a Mobilisation Payment in Annex A to Attachment B.
Modification Order	(Optional)	means the documentation that provides the means by which an approved configuration change resulting from an ECP process is incorporated into a Product.
month	(Core)	means a calendar month.
Monthly Base Fee	(Core)	means the amount of the Base Fee payable monthly, as specified in Table B-1(f) of Annex B to Attachment B as the Monthly Base Fee.
Moral Rights	(Core)	means: <ol style="list-style-type: none"> a right of attribution of authorship; a right not to have authorship falsely attributed; and a right of integrity of authorship.
National Privacy Principle	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> .
Non-Repairable Item	(Core)	means all Stock Items that are not repairable, and can include both expendable and non-expendable Items.
Non-Standard Repairs	(Optional)	means repairs that are not documented in approved maintenance publications or instructions.
Non-Stock Item	(Core)	means all Items which are not Stock, and can include software, Technical Data or Facilities.
Obsolescence	(Core)	means the process of becoming out-of-date or superseded. Obsolescence can affect all equipment, software, tools, processes, Technical Data and other support elements.

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Term	Status	Definition
Obsolescent	(Core)	means, for a hardware Item, that the Item is subject to an announced end of production date; and, for a software Item, that the Item is subject to an announced end of support date.
Obsolescent Item	(Core)	means the status of a Stock Item or of an equipment system, which indicates that it is no longer to be provisioned although it may remain in use until worn out or declared an Obsolete Item.
Obsolete	(Core)	means, for a hardware Item, that the Item is no longer in production by the manufacturer; and, for a software Item, that the Item is no longer supported.
Obsolete Item	(Core)	means the status of a Stock Item or of an equipment system, which indicates that it will not be purchased or issued in the future, as the Stock Item is no longer required and is not to be used.
Off Ramp Date	(Core)	means the date that is [...INSERT OFF RAMP PERIOD IN YEARS EG TWO (2) YEARS...] before the end of the current Term, or such other date as agreed by the parties in writing.
Off Ramp Period	(Core)	means a period within the Contract Term: <ul style="list-style-type: none"> a. if clause 1.8 provides that the Off Ramp Provisions apply, the period commencing on the Off Ramp Date and ending at the end of the current Term; b. if the Commonwealth has directed that the Off Ramp Provisions will apply in a notice of termination, the period commencing on the date of the notice and ending on a date specified in the notice (being a date before the end of the current Term); or c. if clause 12.10 applies, the period commencing on the date of the notice and ending at the end of the current Term.
Off Ramp Provisions	(Core)	means clause 13 of the conditions of contract.
OHS Management System	(Core)	has the meaning given to that term in AS/NZS 4801:2001.
Operating Support	(Core)	means the organisation of hardware, software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable the Mission System to be competently operated throughout its life.
Operating Support Services	(Core)	means those Services associated with: <ul style="list-style-type: none"> a. operating a Mission System; b. performing activities that directly enable the operation of the Mission System (eg refuelling, fire-fighting and bomb loading); and c. managing Operating Support activities, but excludes Maintenance of the Mission System and the provision of the associated Supply Services at the operational level.
Operative Date	(Core)	means the date specified in a notice under clause 1.4.3 or 1.4.4a of the conditions of contract.

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Term	Status	Definition
Other Capabilities	(Core)	means Capabilities that are provided and maintained by the Commonwealth and / or by third parties under separate contractual arrangements with the Commonwealth, and which interoperate and/or integrate with the Products to be supported.
Other Performance Measure	(Core)	means a Performance Measure listed in Attachment Q, which is used to obtain information that is relevant to the management of the Contract or supported Products, but which is not a KPI.
Outcome	(Core)	means the desired resultant effect on a Defence Capability that is an objective of, and enabled through, the Services provided by the Contract as specified in Attachment P.
Ozone Depleting Substance	(Core)	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> or any regulations made under that Act.
Packaging	(Core)	means the wrapping, container, cushioning materials and palletisation materials, as required, in which an Item is delivered, handled, stored or distributed until required for use or to be disposed of.
Perfective Maintenance	(Optional)	means the modification of a software Product after delivery to improve performance or maintainability.
Performance Band I	(Core)	has the same meaning as in Attachment P.
Performance Band II	(Core)	has the same meaning as in Attachment P.
Performance Band III	(Core)	has the same meaning as in Attachment P.
Performance Band IV	(Core)	has the same meaning as in Attachment P.
Performance Implementation Period	(Core)	means the period defined in Annex C to Attachment B and in Attachment P, being the period during which the performance assessment processes are introduced in one or more stages.
Performance Incentive	(Optional)	means the amount determined in accordance with clause 3.2 of Annex C to Attachment B (as may be modified under clause 3.5 of Annex C to Attachment B) in respect of the Contractor's performance against that KPI in that Review Period. The Performance Incentive is a part of the Performance Payment.
Performance Measure	(Core)	means a unit or standard of measurement pertaining to a particular Service, action, deed or proceedings, measured either from the process itself or the impact on the resultant outcomes.
Performance Payment	(Core)	means the amount determined in accordance with clause 3.1 and clause 3.2 of Annex C to Attachment B (as may be modified under clause 3.5 of Annex C to Attachment B) in respect of the Contractor's performance against that KPI in that Review Period.
Periodic Performance Review	(Core)	means a review to be held as a Periodic Performance Review in accordance with clause 3.4.1 of the SOW and the Approved SSMP.

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Term	Status	Definition
Personal Information	(Core)	has the same meaning as in the Privacy Act.
Personnel	(Core)	means all staff involved in the operation and support of the Products being supported under the Contract, including Commonwealth, Contractor and Subcontractor staff.
Phase In	(Optional)	means the set of activities to be undertaken by the Contractor and Commonwealth, as defined under the Contract, which culminates in the Contractor being able to demonstrate that it has sufficient capability and capacity and has met the other requirements of the Contract to enable it to commence providing the required support Services. Typical Phase In activities include staff recruitment and training, receipt and installation or setup of GFM, occupying GFF, finalising Subcontracts, obtaining appropriate licences, and being assessed for technical regulatory and quality compliance.
Phase Out	(Optional)	means the set of activities undertaken by the Contractor towards the end of the Contract, which results in the progressive reduction of Services and the progressive handover of responsibilities to an incoming support contractor or the Commonwealth (including for disposal), while ensuring that there is no interruption to the Capability by the Contractor. Typical Phase Out activities include the coordinated transfer of materiel, Personnel, GFM, GFF and other Items to an incoming support contractor or the Commonwealth; the removal of Contractor assets from Commonwealth premises; and the disposal of any unwanted Items.
Planned OD	(Core)	means the date specified in or determined in accordance with clause 1.4.2 of the conditions of contract.
Pre-Authorised Ad Hoc Service	(Optional)	means an Ad Hoc Service undertaken in accordance with clause 3.17 of the conditions of contract.
Preventive Maintenance	(Core)	<p>means all scheduled Maintenance actions performed to retain the systems in a serviceable condition, to ascertain the condition and correct functioning of the system hardware or software, and to improve the reliability of the systems by providing systematic inspection, detection, prevention and delaying of known failure modes. Preventive Maintenance tasks include:</p> <ol style="list-style-type: none"> scheduled inspection on-condition tasks; scheduled inspection Failure-finding tasks; scheduled removal rework tasks; and scheduled removal discard tasks. <p>With respect to software, Preventive Maintenance also means the modification of a software Product after delivery to detect and correct latent faults in the software Product before they become effective faults.</p>
Priority Industry Capability requirements	(Core)	means the Industry Requirements identified as Priority Industry Capability (PIC) requirements in Annex A to Attachment F.

ATTACHMENT M

Term	Status	Definition
Process Audit	(Core)	means a systematic, independent and documented review of a process (a process being a set of interrelated or interacting activities which transforms inputs into outcomes) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the process complies with stated requirements. The review may include any documentation and records associated with the process.
Product	(Core)	means any element that forms part of a Capability, including elements of both the Mission System and the Support System.
Product Audit	(Core)	means a systematic, independent and documented review of a product (a product being the result of a process) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the product complies with stated requirements. The review may include the inspection of the product and analysis of its processes, documentation and records.
Product Baseline	(Core)	means the current Approved documentation that describes the configuration of a CI during the production, fielding/deployment and operational support phases of its life cycle. The product baseline prescribes all necessary physical or form, fit, and function characteristics of a CI, the selected functional characteristics designated for production Acceptance testing, and the production Acceptance test requirements.
Purchase Order	(Core)	means a purchase order issued by the Commonwealth in respect of an S&Q Service and an Approved quotation.
Quality	(Core)	means the degree to which a set of inherent characteristics fulfils requirements.
Quality Management	(Core)	means coordinated activities to direct and control an organisation with regard to Quality.
Quality Management System	(Core)	means the management system implemented by the Contractor in accordance with clause 11.1 of the SOW for the purposes of Quality Management.
Rate of Effort	(Core)	means the work loading to be undertaken by the Contractor based on the set level of operations conducted by the Commonwealth during a period nominated in the Contract.
Recurring Services	(Core)	means all of the Services, other than any S&Q Services, Pre-Authorised Ad Hoc Services and Task-Priced Services, required to be provided by the Contractor under the Contract.
Recurring Services Fee	(Core)	means the amount specified in Table B-1(c) of Annex B to Attachment B as the Recurring Services Fee.
Related Body Corporate	(Core)	has the meaning given by section 9 of <i>the Corporations Act 2001</i> .
Relevant Period	(Core)	in clause 10.11.2 of the conditions of contract means each of: <ul style="list-style-type: none"> a. 24 months; b. 12 months; and c. 6 months, before the request for the approval contemplated by clause 10.11.2 was made.

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Term	Status	Definition
Remediation Plan	(Core)	means a plan required by clause 6.12 of the conditions of contract.
Renewal Term	(Optional)	<p>Note to drafters: Insert this definition if Option C is selected at clause 1.8 of the COC.</p> <p>means the term of the extension of the Contract referred to in clause 1.8 of the conditions of contract.</p>
Repairable Item	(Core)	means an Item that, when unserviceable, can be reconditioned or economically repaired to a serviceable state for further use.
Repairable Item Pipeline	(Core)	means the defined process flow (pipeline) of an RI from being fitted to a parent equipment at an operating unit, through either Commonwealth or Contractor storage and distribution system, to a repair venue, back into the Commonwealth or Contractor storage and distribution system and ultimately back to an operating unit for fitment to a parent equipment.
Required Performance Level	(Core)	for a KPI, means the level of performance that enables a fully effective contribution to Outcomes, as measured using a KPI and when meeting the requirements specified in Annex A of Attachment P.
Requirements Determination	(Core)	means the assessment, requirement computation, and procurement determination process by which either the Commonwealth or the Contractor establishes the quantity of Stock to be procured.
Reserve Stock	(Core)	means the quantities of Stock Items required to be held by the Contractor to service a level of operations over and above that which is contracted for normal operations.
Reserve Stockholding Level	(Core)	means the minimum holding of Reserve Stock to be maintained by the Contractor.
Resident Personnel	(Core)	means, the Commonwealth Personnel and Commonwealth engaged contractors and representatives located at the Contractor's and Subcontractor's premises for the purpose of the Contract and included at Attachment L or the Resident Personnel section of an Approved S&Q Quote, but excludes MRU.
Review	(Core)	in relation to a data item, has the meaning given by clause 2.4.3 of the SOW.
Review Period	(Core)	for a KPI, means the period for measurement and assessment of the Contractor's performance against the KPI, as specified in Attachment P.
Risk Register	(Core)	means the log used by the Contractor for recording each risk and its attributes, evaluation and treatments.
Rotable	(Core)	means a Repairable Item which needs special management.
S&Q Services	(Optional)	means the items identified as S&Q Services in the SOW.
Service Provider	(Core)	for clause 10.11 of the conditions of contract, means a person, other than an Employee or the Contractor and its Subcontractors and their respective officers, employees and agents, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.
Serviceable	(Core)	means the condition of a Stock Item when it is fit for its intended use.

ATTACHMENT M

Term	Status	Definition
Services	(Core)	means services and goods including Deliverables, Intellectual Property and Technical Data required to be provided under the Contract and includes items acquired in order to be incorporated in the Services.
Software Design Data	(Core)	means data which describes the internal design and operation of a software program and its interface with the external software and hardware systems in which it operates including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing).
Software Incident	(Optional)	means any event that is not part of the standard operation of a system that results in some form of action to provide Services in support of software Products.
Software Release	(Optional)	means a collection of new and/or changed software CIs, which are tested and introduced into the live environment together.
Software Update	(Core)	means, in relation to software (including Software Design Data and Source Code): a. a new release of or change to that software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the software); or b. a new version of that software (which is designed to enhance or provide extra functionality to that software).
Source Code	(Core)	means the expression of software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that software.
Special Packaging	(Optional)	means Packaging that is uniquely adapted for a specific Item that it protects, or because it facilitates a particular Commonwealth Supply process.
Statement of Work	(Core)	means Attachment A, including the Annexes to the SOW and any specifications referred to in the SOW.
Stock Assessment	(Optional)	means the determination and authorisation of the level of Stock Items to be held at a particular Commonwealth or Contractor location.
Stock Item	(Optional)	means an Item which is either a Repairable Item or a Non Repairable Item and held either by the Commonwealth or the Contractor to support the Materiel System. Stock Items include spares.
Stock Optimisation	(Optional)	means the process undertaken by the Commonwealth or the Contractor to determine the best assortment of Stock Items based on a combination of failure rate and another variable, usually cost.
Subcontractor	(Core)	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 includes Approved Subcontractors; and 'Subcontract' has a corresponding meaning.
Supplemental Type Certificate	(Optional)	has the same meaning as in <i>AAP 7001.048</i> .
Supplies Acceptance Certificate	(Core)	means a certificate in the form of the annex to DID-SSM-SG001.

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Term	Status	Definition
Supply	(Core)	means the comprehensive function of providing Products and Services needed by users at the time and place required, and includes identification, requirement determination, procurement, receipt, inspection, storage, distribution, stock recording and accounting, reclamation and disposal.
Supply Management System	(Core)	means the logistic information management system that is used for managing the provision and performance of Supply Services. There may be more than one Supply Management System used under the Contract (eg Commonwealth-provided system and Contractor system).
Supply Services	(Core)	means those Services associated with performing Supply activities, including the management of those Supply activities.
Supply Support	(Core)	means the organisation of hardware, software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Supply Services to be competently provided for the Materiel System throughout its life. Supply Support also includes the Support Resources of spares, piece parts, Consumables and Packaging.
Support and Test Equipment or S&TE	(Core)	means the equipment needed to support the operation, support and disposal of the Mission System and Support System Components, as and when required, throughout the life of the Materiel System. S&TE includes ground handling equipment, tools, metrology and calibration equipment, test equipment and automated test equipment, and diagnostic software for support equipment maintenance. S&TE does not include either Training Equipment or Mission System equipment that is used by the Mission System when it is directly engaged in the performance of its mission.
Support Resources	(Core)	means the physical products, including spares, equipment, materials, Facilities, Technical Data, Personnel, and any other physical resources required to operate and support all or a particular part of the Materiel System as the case requires.
Support System	(Core)	means the organisation of hardware, software, materiel, Facilities, Personnel, processes, and Technical Data required to enable the Mission System to be effectively operated and supported so that the Mission System can meet its operational requirements. The Support System includes the support required for Support System Components. The Support System embraces the support responsibilities undertaken by the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors).
Support System Components	(Core)	means the physical end items of the Support System that can be defined using a specification. Support System Components are a subset of Support Resources and include Packaging, Technical Data, equipment, materials and Facilities, as well as spares and other physical components required for the support of those Support System end items. Support System Components do not include Personnel or spares for the Mission System.

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Term	Status	Definition
Support System Constituent Capabilities	(Core)	means the five subsystems of the Support System including Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support. Each Support System Constituent Capability includes the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors).
Supportability	(Core)	means the degree to which the Mission System design characteristics and the planned or existing Support System enable preparedness requirements to be met.
Surge	(Optional)	means a short to medium-term change to the ROE. Surge is categorised into two types: Exigency and Contingency.
Surveillance	(Core)	means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, product, project, contract etc).
Synthetic Greenhouse Gas	(Core)	means any gas identified as a Synthetic Greenhouse Gas in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> or in any regulations made under that Act.
System Audit	(Core)	means a systematic, independent and documented review of a system (a system being a set of interrelated or interacting elements) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the system and its associated processes, documentation and records comply with stated requirements. The review may include any elements of the system.
System Review	(Core)	means an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements.
Task-Priced Services	(Optional)	means the items identified as Task-Priced Services in Annex D to Attachment B.
tax invoice	(Core)	has the same meaning as in the GST Act.
taxable supply	(Core)	has the same meaning as in the GST Act.
Technical Data	(Core)	means all technical know-how and information reduced to material form produced, acquired or used 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, Training Materials, software, Source Code, Software Design Data, test results, Software Updates and other items describing or providing information relating to the Services or their operations.
Technical Instruction	(Optional)	means a technical document, which is used to provide a rapid means of formally providing advice from an appropriate issuing authority to users and which is managed in accordance with its impact on Technical Integrity.
Technical Integrity	(Optional)	refers to a Product's fitness for service, safety and compliance with regulations for environmental protection.

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Term	Status	Definition
Technical Regulatory Authority	(Optional)	in relation to a type of ADF materiel, means the appointment or organisation authorised by a single Service Chief (eg Chief of Navy) to issue instructions for the technical regulation of that type of ADF materiel.
Technical Regulatory Framework	(Optional)	means the set of policies, regulations and guidance implemented by the applicable Technical Regulatory Authority that define the minimum requirements for all engineering, procurement, acquisition and Maintenance activities necessary to ensure the technical integrity of aerospace, land and maritime materiel (as applicable to the Technical Regulatory Authority).
Technical Substitution	(Optional)	means the identification, selection and authorisation of the use of alternative Items (either as interchangeable with, or to be used in lieu of, the Item currently approved for use in the Configuration Baseline) to ensure that only approved Items are used in the support of Products.
Technical Support Network	(Optional)	has the meaning given in the <i>Technical Regulation of ADF Materiel Manual – Land (TRAMM-L)</i> or <i>ABR 6492, Navy Technical Regulations Manual (NTRM)</i> , as applicable to the Technical Regulatory Authority specified for the Contract.
Term	(Optional)	<p>Note to drafters: Include the following if Option B is selected at clause 1.8 of the COC (and delete the alternative definition below).</p> <p>means:</p> <p>a. the Initial Term; or</p> <p>b. each Award Term.</p> <p>Note to drafters: Include the following if Option C is selected at clause 1.8 of the COC and delete the alternative definition above).</p> <p>means:</p> <p>c. the Initial Term; or</p> <p>d. each Renewal Term.</p>
Third Party Intellectual Property	(Core)	means that IP which is owned by a party other than the Commonwealth, the Contractor or Approved Subcontractors 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 COTS or MOTS items.
Total Cost of Ownership or TCO	(Core)	means the total cost to the Commonwealth (both direct and indirect) of the Products being supported under the Contract over the LOT of the Mission System(s). The TCO includes all costs associated with in-service operations, logistics support and disposal.
Training	(Core)	means the processes, systems, materials, resources and Services for bringing Personnel to the required standard of competency by instruction, practice or other prescribed methodology.
Training Equipment	(Core)	means any item of equipment required to perform Training.

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Term	Status	Definition
Training Materials	(Core)	means material, including reference manuals and publications for the Material System that were not principally developed for Training, necessary for a suitably qualified instructor to effectively and efficiently conduct a sequence of Training and/or assessment given a body of students who meet the defined entry requirements. This material includes lesson plans, lesson guides, presentation materials, assessment tools (including plans, exams and/or question sets, checklists and reporting sheets), Training aids and other Training Equipment, student précis, mass briefs, mission plans, and, if applicable, computer-based training software and manuals.
Training Management Package	(Core)	has the meaning given in ADFP 7.0.1.
Training Services	(Core)	means those Services associated with performing Training activities, including the management of those Training activities.
Training Support	(Core)	means the organisation of hardware, software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Training to be competently provided for the Materiel System throughout its life.
Turn-Around-Time	(Core)	means that element of time needed to transport, service, repair or check out an Item for recommitment. This constitutes the time that it takes a Stock Item to go through the complete cycle from dispatch to the Contractor, through Contractor repair, and return the Stock Item ready for use.
Type Certification	(Optional)	has the same meaning as in <i>AAP 7001.048</i> .
Type Record	(Optional)	has the same meaning as in <i>AAP 7001.048</i> .
Validation	(Core)	means confirmation by examination and provision of objective evidence that the specific intended use or application of a product or service, or aggregation of products and services, is accomplished in an intended usage environment; and "Validate" and "Validated" have corresponding meanings.
Verification	(Core)	means confirmation by examination and provision of objective evidence that specified requirements to which a product or service, or aggregation of products and services, is built, coded, assembled and provided have been fulfilled; and "Verify" has a corresponding meaning.
Warehouse	(Optional)	means the logical segregation of Stock Items at a secure facility controlled by the Contractor.
Warehousing	(Optional)	means the term used to encompass receipt, storage, stock maintenance, packaging, retrieval, issue and consignment actions by the Contractor.
Work Breakdown Structure	(Core)	means a product-oriented family tree division of hardware, software, services and other work tasks, which organises, defines, and graphically displays the products to be produced as well as the work to be accomplished to achieve the specified products.

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Term	Status	Definition
Working Day	(Core)	<p>in relation to the doing of an act in a place, means any day other than:</p> <ul style="list-style-type: none"> a. a Saturday, Sunday or public holiday in that place; or b. any day within the two-week period that starts on: <ul style="list-style-type: none"> (i) the Saturday before Christmas Day; or (ii) if Christmas Day falls on a Saturday, Christmas Day.
Workstream	(Optional)	means a set of Services that have been grouped together within the Contract for management purposes, including for the purposes of performance measurement.

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4. REFERENCED DOCUMENTS

Reference	Description
AAP 2002.001	Manual of Training Policies and Procedures
AAP 5030.001	RAAF Publication System – Technical and Non-Technical Manuals
AAP 7001.048	ADF Airworthiness Manual
AAP 7001.053	Technical Airworthiness Management Manual (TAMM)
AAP 7001.054	Airworthiness Design Requirements Manual
AAP 7001.059	ADF Aviation Maintenance Management Manual
ABR 6492	Navy Technical Regulations Manual (NTRM)
ABR 6205	NTEAMAN – Naval Test, Evaluation and Acceptance Manual
ABS Catalogue 5206	Chain Price Index Domestic Final Demand – Table 4
ABS Catalogue 6345	Wage Cost Index
ABS Catalogue 6427	Producer Price Indexes, Australia
ABS Catalogue 6457	International Trade Prices Indexes, Australia
ADFP 561 – Joint Communications	Radio Frequency Spectrum Management
ADFP 7.0.2	The Defence Training Model
	Australian Industry Capability Toolkit Version 1.2
ANSI/AIAA G-043-1992	American National Standards Institute / American Institute of Aeronautics and Astronautics, Guide for the Preparation of Operational Concept Documents, 1993
AS 3925.1:1994	Software Quality Assurance Part 1: Plans
AS/NZS ISO 31000:2009	Risk Management – Principles and Guidelines
AS/NZS 4801:2001	Occupational health and safety management systems—Specification with guidance for use
AS/NZS ISO 9000:2006	Quality Management Systems – Fundamentals and Vocabulary
AS/NZS ISO 9001:2000	Quality Management Systems – Guidelines
AS/NZS ISO 10005:2006	Quality Management – Guidelines for Quality Plans
AS/NZS ISO 14001:2004	Environmental management systems—Requirements with guidance for use
AS/NZS ISO 19011:2003	Guidelines for Quality and/or Environmental Management Systems Auditing
AS/NZS ISO/IEC 12207:1997	Information Technology – Software Life Cycle Processes
ASD S1000D	International Specification for Technical Publications Utilizing a Common Source Database
ATI 1-9	Army Training Instruction 1-9, Developing Training for New Capabilities
	<i>Auditor-General Act 1997</i>
	<i>Circuit Layouts Act 1989</i>
CMU/SEI-96-HB-001	IDEAL - A Users Guide to Software Process Improvement

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Reference	Description
CPGs	<i>Commonwealth Procurement Guidelines – December 2008</i>
	<i>Copyright Act 1968</i>
	<i>Corporations Act 2001</i>
DEF (AUST) 1000C	ADF Packaging
	DMO Company ScoreCard Policy Statement, March 2005
	Defence IP Policy “ <i>Getting Smarter about Knowledge Rights</i> ”
	<i>Defence and Industry Policy Statement 2010</i>
	<i>Designs Act 2003</i>
	<i>Doing Business with Defence 2007</i>
DEFLOGMAN Part 2: Volume 5, Section 17	<i>Stocktaking Defence Assets held by Contractors</i>
DEFLOGMAN Part 2: Volume 5, Section 18	<i>Assurance Checking of Defence Assets held by Contractors</i>
DI(G) FIN 12-1	<i>The Control of Fraud in Defence and the Recovery of Public Moneys</i>
DI(G) PERS 25-4	<i>Notification of Post Separation Employment</i>
DI(G) PERS 35-3	<i>Managing and Reporting of Unacceptable Behaviour</i>
DI-IPSC-81431A	System/Subsystem Specification (SSS) DID
DI-IPSC-81432A	System/Subsystem Design Description (SSDD) DID
DI-IPSC-81433A	Software Requirements Specification (SRS) DID
DI-IPSC-81434A	Interface Requirements Specification (IRS) DID
DIMPI 9/99	Policy for the Payment of Radio Frequency Spectrum Charges
DIMPI 4/2001	<i>Telephones and Related Goods and Services</i>
DIMPI 5/2001	<i>Defence Information Environment Provision of Defence Email and Internet Services</i>
DPI 1/2001	Equity and Diversity in the Department of Defence
DPPM	<p>Note to drafters: Prior to RFT release and prior to the execution of any resultant Contract, this reference should be updated to reflect the version of the DPPM current at that time. Version number and update number, if applicable, are to be included.</p> <p><i>Defence Procurement Policy Manual [...INSERT REFERENCE TO CURRENT VERSION...]</i></p>
DWRM	<i>Defence Workplace Relations Manual</i>
DSM	<i>Defence Security Manual</i> , in force from time to time
	<i>Environment Protection and Biodiversity Conservation Act 1999</i>
	<i>Equal Opportunity for Women in the Workplace Act 1999</i>
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i>
	Hazardous Substances Information System (HSIS)
	Interim Defence Procurement Complaints Handling Policy
ISO 216	Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series

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Reference	Description
ISO 9001:2000	Quality Management Systems Requirements
ISO 10918	JPEG
ISO/IEC 15939	Information Technology – Software Measurement Process
	<i>Judiciary Act 1903</i>
MIL-HDBK-1467	Acquisition of Software Environments and Support Software
MIL-M-38781	Manual of Checklists and Source data, Storage and Maintenance Procedures
MIL-PRF-28000	Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols
MIL-PRF-28001	Markup Requirements and Generic Style Specification for Electronic Printed Output and Exchange of Text
MIL-PRF-28002	Raster Graphics Representation in Binary Format
MIL-PRF-28003	Digital Representation for Communication of Illustration Data: CGM Application Profile
MIL-PRF-87269	Database Revisable: For the Support of Interactive Electronic Technical Manuals
MIL-STD-490A	Specification Practices
MIL-STD-2173	Reliability-Centered Maintenance Requirements for Naval Aircraft, Weapons Systems and Support Equipment
MIL-STD- 2361A	Interface Standard, Digital Publication Development
MIL-STD-40051A	Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals
MLW 3.4.2	Manual of Land Warfare
NOHSC: 1008 (2004)	Approved Criteria for Classifying Hazardous Substances (National Occupational Health and Safety Commission (NOHSC))
NOHSC: 2011 (2003)	National Code of Practice for the Preparation of Material Safety Data Sheets 2 nd Edition
	<i>Occupational Health and Safety (Commonwealth Employment) Act 1991</i>
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i>
	<i>Patents Act 1990</i>
	<i>Privacy Act 1988</i>
	<i>Radiocommunications Act 1992</i>
	<i>Occupational Health and Safety (Safety Standards) Regulations 1994 (Cth)</i>
SAFETYMAN	Defence Safety Manual
TRAMM-L	Technical Regulation of ADF Materiel Manual – Land
	The United Nations Convention on Contracts for the International Sale of Goods

ATTACHMENT N

COMMERCIAL-IN-CONFIDENCE INFORMATION (CORE)

Note to tenderers: Attachment N 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 clause may be considered Commercial-in-Confidence where it:

- 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 at chapter 3.11.

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.

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

Item	Title	Reason for classification	Party for whom the information is Commercial-in-Confidence
Conditions of Contract, for example			
Clause 5 (if amended)	Ownership of Intellectual Property	Contains details about intellectual property regimes that is commercially sensitive.	Insert name of party
Clause 7.4 (amount of the security, if outside standard Defence guidance)	Mobilisation Payment	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 N

Item	Title	Reason for classification	Party for whom the information is Commercial-in-Confidence
Conditions of Contract , for example			
Clause 7.5 (amount of the security, if outside standard Defence guidance)	Performance Security	Contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive.	Insert name of party
Clause 8.5 (eg if an amended liability regime)	Limitation of Liability	Contains details about insurance and liability regimes that are commercially sensitive.	Commonwealth / Contractor
Clause 8.6 (if amended)	Insurance	Contains details about insurance and liability regimes that are commercially sensitive.	Commonwealth / Contractor
Clause 9.2 and clause 9.4 (if included and amended)	Defect Warranty / Latent Defects	Contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages 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 provisions - add these provisions if modified from the template	(Insert any indemnity clauses that 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)	Contains details about insurance and liability regimes that are commercially sensitive.	Insert name of party

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Item	Title	Reason for classification	Party for whom the information is Commercial-in-Confidence
Conditions of Contract , for example			
Other - any confidential clauses inserted in the contract additional to the template clauses	(Insert any additional clauses that 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

ATTACHMENT N

Item	Title	Reason for classification	Party for whom the information is Commercial-in-Confidence
Attachments , for example			
Attachment A: (eg clause 2.2)	Statement of Work	Contains details about the capability/services being delivered that are commercially sensitive.	Contractor
Attachment B	Price and Payments	Contains details about commercially sensitive pricing information including profit margins and the underlying price basis.	Contractor
Attachment D (if included)	Liquidated Damages	Contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive.	Commonwealth and Contractor
Attachment E: Annex A	Government Furnished Material	Contains commercially sensitive information, disclosure of which is not in the relevant party's best interest.	Commonwealth
Attachment G	Intellectual Property Plan	Contains details about intellectual property regimes that are commercially sensitive.	Insert name of party

ATTACHMENT O**MEMBERS REQUIRED IN UNIFORM (OPTIONAL)**

Note to drafters: Drafters should provide details of any MRU requirements prior to release of the RFT. These details must include the following information:

- a. listing of the MRU;***
- b. details of the duties that the MRU are to be utilised for;***
- c. information on the entitlements to which MRU are entitled; and***
- d. information on the hourly rate that is to apply to the use of MRU (MRU credit as described in clause 3.11 of the conditions of contract).***

ATTACHMENT P

PERFORMANCE ASSESSMENT (CORE)

Note to tenderers: This Attachment P (and the related Annex C to Attachment B and, if applicable, Attachment D) will consist of an amalgamation of this Attachment P and the successful tenderer's response.

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Note to drafters: This attachment uses the DMO List 'A' styles from the ASDEFCON Template's toolbar.

ATTACHMENT P

1 OVERVIEW OF PERFORMANCE ASSESSMENT

1.1 Scope (Core)

1.1.1 This Attachment P defines the performance assessment process, which is designed to measure and assess the Contractor's performance against the Commonwealth's required Outcomes.

1.2 Performance Assessment and Performance Management – For Information Only

1.2.1 This clause 1.2 provides an overview of the performance assessment process within this Attachment, as a key element of the performance management framework for the Contract.

1.2.2 The Contractor's performance is assessed, in accordance with this Attachment P, through the use of Key Performance Indicators (KPIs). KPIs are Performance Measures that affect the Contractor's entitlement to Performance Payments under Annex C to Attachment B.

1.2.3 Within this Attachment P:

- a. Clause 2 describes the key features of the performance assessment process, including the KPIs, the assessment methodology, the nature of related calculations, and the management of instances of missing data.
- b. If a Performance Implementation Period (PIP) applies to the Contract, clause 3 describes the performance assessment process as the performance management framework is progressively implemented in accordance with Annex C to Attachment B.
- c. Annex A specifies the KPIs against which the Contractor's performance will be assessed. Annex A also contains the methodology used to assess the Contractor's Achieved Performance and calculate the Adjusted Performance Score for each KPI.

1.2.4 In addition to this Attachment P, the following parts of the Contract define components of the performance management framework:

- a. the COC, within clause 6, defines the provisions for performance management;
- b. the COC, within clause 7, defines the provisions for Performance Payments;
- c. COC Attachment B Annex C defines the method of calculation for Performance Payments (with the amount being determined using the KPIs from Annex A to this Attachment P);
- d. COC Attachment Q defines the Other Performance Measures (OPMs), which may be used to validate KPIs and/or to trigger the application of other rewards and remedies under the Contract;
- e. the SOW, particularly clause 3.4, contains the Commonwealth's and the Contractor's obligations to participate in performance reviews and the associated reports that provide information relevant to those reviews; and
- f. the SOW, particularly clause 10, details the Verification and Validation activities, including performance measurement tools and data access arrangements, which are relevant to the calculation of the Contractor's Achieved Performance against KPIs.

2 KEY FEATURES OF THE PERFORMANCE ASSESSMENT PROCESS

2.1 Required Outcomes and KPIs (Core)

2.1.1 The performance assessment process is designed to measure the extent to which the Contractor's performance has contributed to the achievement of the Outcomes listed in Annex A to this Attachment.

2.1.2 The Contractor's performance is quantifiably assessed using the KPIs and the methodology specified in Annex A to this Attachment P.

2.2 Review Periods (Core)

2.2.1 The Contractor's performance against each KPI shall be measured for each Review Period.

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Note to drafters: If the first Review Period does not commence on the Operative Date, amend the following clause accordingly. Ensure that any change here is aligned with the PIP and associated Performance Payment clauses in Annex C to Attachment B.

2.2.2 The first Review Period for each KPI shall begin on the Operative Date and continue for the period specified for that KPI in Annex A to this Attachment.

2.2.3 Each subsequent Review Period for a KPI commences after the end of the previous Review Period and continues for the period specified for that KPI in Annex A to this Attachment P.

2.3 Achieved Performance and the Adjusted Performance Score (Core)

2.3.1 The Contractor's Achieved Performance against each KPI for each Review Period shall be:

- a. determined using measured and validated data, and the methodology set out in Annex A to this Attachment P; and
- b. converted to an Adjusted Performance Score in accordance with Annex A to this Attachment P.

2.4 Performance Bands (Core)

2.4.1 There are four (4) Performance Bands, reflecting four different ranges of, and turning points in, Achieved Performance and Adjusted Performance Score for each KPI, as depicted below in Figure P-1.

2.4.2 The formulae for each segment of the Adjusted Performance Score curve within each Performance Band, as set out in Annex A to this Attachment P, defines the relationship between Achieved Performance and the Adjusted Performance Score.

Note: The following figure and clause are for information purposes only. Annex A sets out the basis on which the Adjusted Performance Score will be calculated for each KPI.

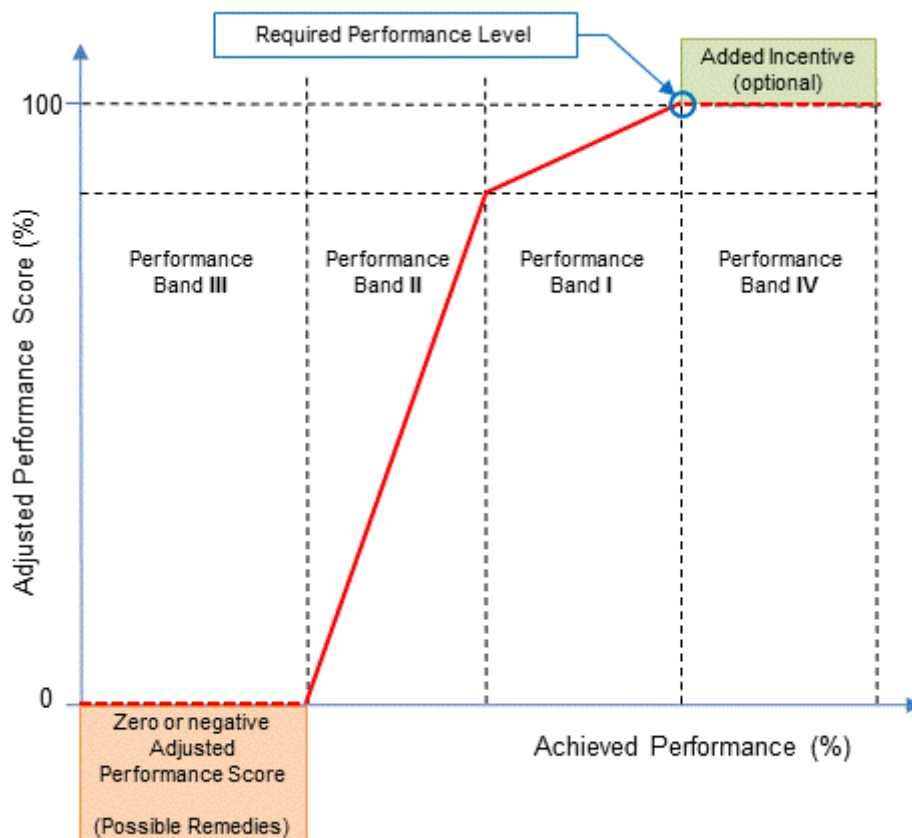


Figure P-1: Typical Adjusted Performance Score Curve

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2.4.3 The performance bands shown in Figure P-1 are described as follows:

- a. **Performance Band I.** This band represents levels of performance that are slightly less than, or equal to, the Required Performance Level set by the Commonwealth. This band allows for minor variations in results, which are considered to have a small, but tangible, impact on the value of the Services provided to the Commonwealth. The slope of the line is inclined to discourage performance that falls below the Required Performance Level.
- b. **Performance Band II.** This band represents levels of performance that may be tolerable in the short term but unsatisfactory in the long term, and strongly discouraged by the Commonwealth. When Achieved Performance in respect of any KPI is in this band, the Adjusted Performance Score will reduce rapidly as the Achieved Performance degrades.
- c. **Performance Band III.** This band represents levels of performance where the value of the Services delivered is considered to be negligible or is considered exceedingly poor because the Commonwealth's ability to attain the required Outcome(s) is significantly affected. In this band, the Adjusted Performance Score is zero (0) or less.
- d. **Performance Band IV.** This band represents levels of performance that equals or exceeds the Required Performance Level for the respective KPI. Where over-performance is of sufficient value to the Commonwealth, the Contract will specify an incentive to be included in the Performance Payment; otherwise, the Adjusted Performance Score is set to 100%.

2.5 Missing Data (Core)

2.5.1 If, in respect of a day:

- a. the normal data source is a Commonwealth system (eg, MILIS), and it is/was unavailable for the period when parameters or other measurement data required for the calculation of Achieved Performance for that day is/was required to be extracted; and
- b. the missing data is unable to be provided by either party from an alternate data source that is acceptable to the Commonwealth Representative,

then the Contractor may seek performance relief, in accordance with clause 6.5 of the conditions of contract, for that day.

2.5.2 Subject to clause 2.5.1:

- a. if a particular parameter or measurement data is required for the calculation of Achieved Performance in relation to a KPI in accordance with Annex A to this Attachment P; and
- b. the Contractor is unable to obtain or determine that parameter or measurement data using the method specified in Annex A to this Attachment and the Approved V&V Plan,

then, the value of that parameter or measurement data for that day shall be, in descending order of precedence:

- c. as obtained or determined by the Commonwealth Representative by either:
 - (i) the method or data source, if sourced from Commonwealth systems, normally used to obtain or determine the parameter or measurement data in accordance with Annex A to this Attachment P; or
 - (ii) an alternative method or data source that is reasonable and acceptable to the Commonwealth Representative;
- d. as obtained or determined by the Contractor using an alternate method or data source that is reasonable and acceptable to the Commonwealth Representative; or
- e. the worst-case score possible for that day (eg 0 (zero) or 0%).

ATTACHMENT P**3 PERFORMANCE IMPLEMENTATION PERIOD****3.1 Performance Assessment during the Performance Implementation Period (Optional)**

Note to drafters: If a PIP is not required, replace the following clauses with a single 'Not used'.

3.1.1 During the PIP, the KPIs in this Attachment P shall apply subject to the modifications set out in Annex C to Attachment B.

3.1.2 The Contractor acknowledges that the objectives of the PIP are to:

Note to drafters: Amend the following subclauses as appropriate. Subclause a. may not be applicable when the Contract is replacing a previous, and similar, support contract. Subclauses d. and e. are only applicable when the Contract is being implemented to support Products being delivered through an acquisition project.

- a. validate the accuracy of the KPIs as appropriate measures of the extent to which the Contractor is contributing to the Outcomes;
 - b. confirm that the data collected and used to measure performance provides an accurate and statistically valid measure of that performance;
 - c. verify the Contractor's processes for the measurement and reporting of KPIs;
 - d. minimise the impact of unrepresentative performance discrepancies while newly established resources and processes are stabilising;
 - e. allow the delivery and operation of sufficient systems to be representative of long-term support requirements; and
 - f. allow sufficient time to accurately measure and confirm new equipment reliability.
- 3.1.3 The parties acknowledge and agree that the PIP is not a period for trialling or changing the performance assessment process, individual KPIs or associated calculations; rather, the intent is to refine processes and overcome any initial instability.

ANNEX A TO ATTACHMENT P

ANNEX A – KEY PERFORMANCE INDICATORS

1 INTRODUCTION**1.1 Purpose (Core)**

1.1.1 The purpose of this Annex is to define:

- a. the KPIs used in the performance assessment process; and
- b. the methodology for determining the Adjusted Performance Score for each KPI and each Review Period.

2 OUTCOMES AND KPI INFORMATION (CORE)**2.1 Outcomes and KPI Table****Note to drafters:**

Amend the first two columns to include the required Outcomes and contributing outcomes. Cells should be merged (or un-merged) to illustrate how contributory outcomes combine to enable the high-level Outcomes.

The Outcomes in column (a) should be consistent with the SOW purpose (SOW clause 1.1) and COC objectives (COC clause 1.2.2). Outcomes are likely to be dependent on one or more Contractor inputs and other (eg, Commonwealth) inputs; hence, the contributory outcomes in column (b) should identify how the Services will contribute to the Outcomes.

The KPI names are inserted in column (c). To ensure consistency, KPI names in the table are made from bookmarks in the template. To insert additional KPIs: Highlight the “KPI-0X” and KPI name for the heading for each KPI (clause 3, 4, etc.), and insert a bookmark (eg, named “KPI0X). Then insert a cross-reference to the bookmark in the table below using “Insert Reference to:” option set to “Bookmark Text”.

Rows may be deleted or added as required. There should be no more than 3-5 KPIs. Greater numbers of KPIs reduce the incentivising power of individual KPIs, while increasing the administrative overhead and, therefore, cost, to both parties. Refer to the Handbook for further guidance on this issue.

Column (d) specifies the Required Performance Level for each KPI. If the Required Performance Level is static (does not vary), insert the Required Performance Level expressed as a level of Achieved Performance. If the Required Performance Level is time variant (eg, changes with a deeper maintenance cycle), then refer to the Handbook for further guidance on this issue.

Column (e) requires the duration of the Review Period for each KPI to be inserted. Refer to clause 2.2 of this Attachment.

Refer to the Handbook for further guidance.

2.1.1 Significant attributes for each KPI are summarised in Table P-1. An explanation of each column is detailed below:

- a. Outcome: The desired resultant effect on a Defence Capability that is an objective of, and enabled through, the Services provided by the Contract.
- b. Contributory Outcome: The contribution that particular Services or groups of Services provide to enable an Outcome to be achieved. An Outcome may require more than one contributory outcome.
- c. KPI: The Performance Measure used to determine the extent to which the Contractor achieves a contributory outcome.

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- d. Required Performance Level: The specified level of Achieved Performance needed to achieve a contributory outcome, when determined against the KPI for the Review Period.
- e. Review Period: The duration of measurement activity required to determine the Achieved Performance for the KPI. Refer to clause 2.2 of this Attachment P.

Table P-1: Required Outcomes and KPIs

Outcome	Contributory Outcome	KPI	Required Performance Level	Review Period
(a)	(b)	(c)	(d)	(e)
[...INSERT OUTCOME...]	[...INSERT CONTRIBUTORY OUTCOME...]	KPI-01: [...INSERT KPI NAME...]		
	[...INSERT CONTRIBUTORY OUTCOME...]	KPI-02: [...INSERT KPI NAME...]		
	[...INSERT CONTRIBUTORY OUTCOME...]	KPI-03: [...INSERT KPI NAME...]		
[...INSERT OUTCOME...]	[...INSERT CONTRIBUTORY OUTCOME...]	KPI-04: [...INSERT KPI NAME...]		
[...INSERT OUTCOME...]	[...INSERT CONTRIBUTORY OUTCOME...]	KPI-05: [...INSERT KPI NAME...]		

3 KPI-01: [...INSERT KPI NAME...]

Note to drafters: Insert the “[...KPI NAME...]” (above) to enable the KPI name fields throughout this Attachment to be updated (by using “F9” on each applicable field).

3.1 KPI Explanation (Core)

Note to drafters: The following clauses are suggestions intended to promote consistency, and drafters should insert / replace clauses to suit the particular KPI required for their circumstances.

Note to drafters: Insert the description of the KPI in qualitative terms into the following clause. Refer to the Handbook for further guidance. Drafters should seek specialist advice from PBC practitioners who have experience with commonly used KPIs for the applicable domain.

3.1.1 KPI-01: [...INSERT KPI NAME...] is the [...INSERT DESCRIPTION...].

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Option A: For when one or more formulae are considered necessary to express how KPI-01 will be calculated.

3.1.2 The Contractor's performance against KPI-01 shall be calculated using the following formula:

Note to drafters: Insert an appropriate formula, followed by the definitions for the factors used in the formula. If this is not possible, a clear explanation should be provided. Refer to the Handbook for further guidance.

KPI-01 = [... eg, $(1 - (A + B)) \times 100\%$...]

Where:

[... INSERT FACTOR ...] is [... INSERT DEFINITION ...]

[... INSERT FACTOR ...] is [... INSERT DEFINITION ...]

[... INSERT FACTOR ...] is [... INSERT DEFINITION ...]

Option B: For when formulae are not required but parameters or other measurement data are needed to determine the results for KPI-01 (eg, by a count of events or direct measurement).

3.1.3 The Contractor's performance against KPI-01 shall be determined from the following parameters / measurement data:

- a. [... INSERT PARAMETER / FACTOR ...]; and
- b. [... INSERT PARAMETER / FACTOR ...].

3.2 KPI Measurement (Core)

Note to drafters: Insert values and / or amend the measurement requirements, as applicable, in the following clause. For example, if a measurement needs to be made at a set time each day, or for a set period (eg business hours), then these requirements need to be included. If individual factors associated with a KPI need to be measured differently, then this should be set out also. If there are no mandatory measurement requirements, then replace the clause with 'Not used'. Refer to the Handbook for further guidance.

3.2.1 The parameters and measurement data used to determine the Contractor's performance against KPI-01 shall be measured [...INSERT REQUIREMENT, EG 24 HOURS PER DAY, AT x TIME EACH WORKING DAY...].

Note to drafters: Consider including additional details, if required, to identify explicit inclusions, exclusions, or changes to the KPI. For example, "X is to be excluded from the measurement of factor Y" or "This KPI is increased by Z% for defined periods of Surge". Refer to the Handbook for further guidance.

3.2.2 When obtaining the parameters and measurement data used to determine the Contractor's performance against KPI-01 under clause 3.2.1, the following conditions shall apply:

- a. [... INSERT INCLUSION, EXCLUSION OR OTHER CONDITION ...]; and
- b. [... INSERT INCLUSION, EXCLUSION OR OTHER CONDITION ...].

Note to drafters: A flowchart is useful where pre-conditions are set for measurement and scoring, such as determining the party (eg, Commonwealth or Contractor) responsible for a shortfall before the applicable event or time is included in the Achieved Performance result.

3.2.3 The process defined in Figure P-2 shall be used to address the conditions identified at clause 3.2.2 when determining the Contractor's performance against KPI-01.

[... INSERT FIGURE ...]

Figure P-2: KPI-01 Conditional Measurement / Scoring Flow Chart

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Note to drafters: Include the Option below if it is necessary to identify the source of Performance Measures (ie, parameters and other measurement data) that either are this KPI, or are used to calculate this KPI. Delete the option if not required (eg the Contractor will define the data sources in its Approved V&VP) and replace with 'Not used'. Performance Measures will, in most cases, match the 'factors' used in the equation to be inserted at clause 3.1.2 of this Annex.

Option: For Performance Measures sourced from multiple / other sources.

3.2.4 Performance Measures, including parameters and other measurement data used to determine performance against KPI-01, shall be sourced as follows:

- a. sourced in accordance with the Contractor's Approved V&VP:
 - (i) [... PERFORMANCE MEASURE ...];
 - (ii) [... PERFORMANCE MEASURE ...];
- b. sourced from the [... NAME OF INFORMATION MANAGEMENT SYSTEM ...]:
 - (i) [... PERFORMANCE MEASURE ...];
 - (ii) [... PERFORMANCE MEASURE ...];
- c. sourced from the [... NAME OF COLLECTION TOOL ...]:
 - (i) [... PERFORMANCE MEASURE ...]; and
 - (ii) [... PERFORMANCE MEASURE ...].

3.3 Achieved Performance (Core)

Note to drafters: Insert the description of how Achieved Performance will be determined for the KPI. For example, this could be "the mean (average) of KPI results for the Review Period" or "the weighted average of ... (KPI results)", or other. If formula or conditional flowcharts are required, use similar clauses to those for the KPI, replacing "KPI-01" with "Achieved Performance for KPI-01 for a Review Period". Refer to Handbook guidance for explanation.

3.3.1 The Contractor's Achieved Performance for KPI-01 for a Review Period shall be determined as [...INSERT DESCRIPTION...].

3.4 Adjusted Performance Score (Core)

3.4.1 The Adjusted Performance Score for KPI-01 for a Review Period shall be calculated from the Achieved Performance using the formulae detailed below in Table P-2.

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Note to drafters: The individual formulae define a straight line segment in each Performance Band as shown in the diagram in clause 3.5. Refer to the Handbook / Tailoring Guide for further information.

Drafters should replace 'A' with the Required Performance Level for this KPI (from Table P-1).

Drafters need to replace 'B' and 'C' with values for the turning point and boundary between Performance Bands I and II. Drafters also need to replace 'D' with a value for the boundary between Performance Bands II and III. With 'A', these determine the gradient of each straight line segment in Performance Bands II and III.

If Performance Incentives are included, values need to be included to replace 'E' and 'F' – this will allow the Adjusted Performance Score to be above 100%, and set the gradient of the straight line segment in Performance Band IV. In this instance, the second formula for Performance Band IV (ie "or APS = 0") should be deleted.

If Performance Incentives are not included, values for 'E' and 'F' are not needed and drafters should delete the first formula for Performance Band IV (ie keep "APS = 0").

MAKE SURE THAT YOU HAVE AN INDEPENDENT CHECK AND TEST THE FORMULA FOR EACH BAND BEFORE THE RFT IS RELEASED!

Table P-2: KPI-01 Adjusted Performance Curve Formulae

If the Achieved Performance for KPI-01 for the Review Period is...	the Performance Band is...	the Adjusted Performance Score (%) is calculated using the formula ...
< A and ≥ B	Performance Band I	$APS = \frac{(100 - C)}{(A - B)} \times (\text{Achieved Performance} - B) + C$
< B and ≥ D	Performance Band II	$APS = \frac{(C - 0)}{(B - D)} \times (\text{Achieved Performance} - D)$
< D	Performance Band III	APS = 0
≥ A	Performance Band IV	<p>Note to drafters: select the appropriate formula.</p> $APS = \frac{(F - 100)}{(E - A)} \times (\text{Achieved Performance} - A) + 100$ or APS = 100

3.5 Operation of formulae for Adjusted Performance Score – FOR INFORMATION ONLY

3.5.1 Figure P-3 below illustrates the relationship between the Achieved Performance and the Adjusted Performance Score for KPI-01 and the operation of the formulae in clause 3.4:

Note to drafters: Replace the following chart with one applicable to the KPI's Achieved Performance to Adjusted Performance Score relationships. Note that the coordinates on the example below correspond to the coordinates in the table above and assist in the development of the formulae for each Performance Band.

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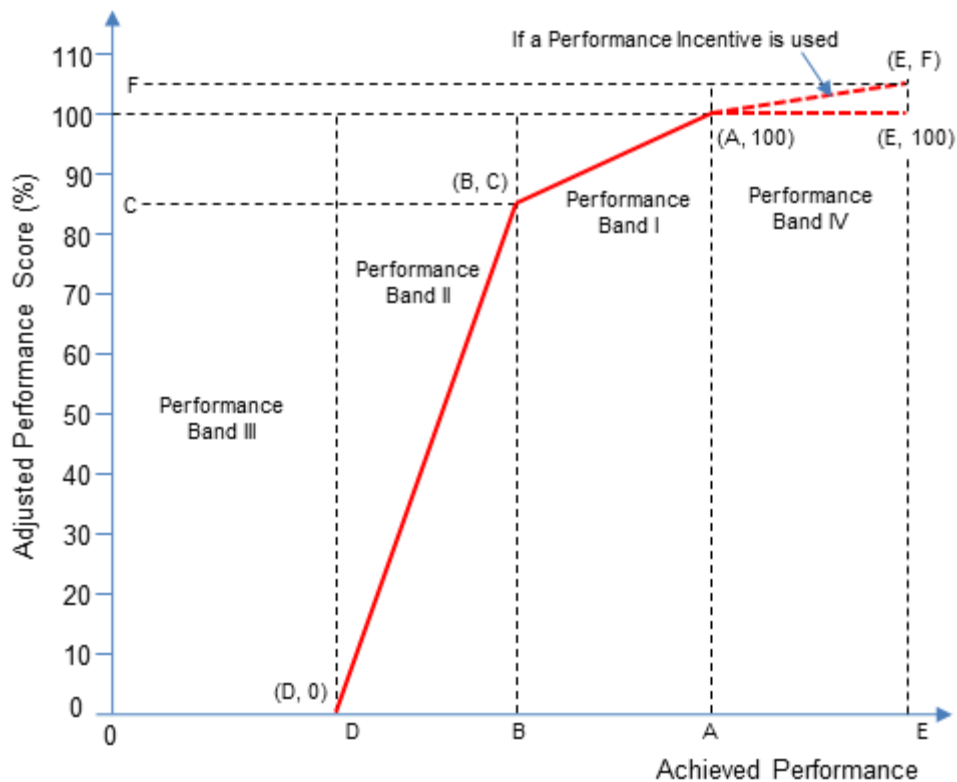


Figure P-3: KPI-01 Adjusted Performance Score from Achieved Performance Curve

Note to drafters: The clauses for KPI-01 (above) are repeated for KPIs 02 to 05. These clauses have been included to assist in tailoring; however, the notes to drafters have been removed (refer to KPI-01 clauses for notes).

4 KPI-02: [...INSERT KPI NAME...]

4.1 KPI-02 Explanation (Core)

4.1.1 KPI-02: [...INSERT KPI NAME...] is the [...INSERT DESCRIPTION...].

4.1.2 The Contractor's performance against KPI-02 shall be calculated using the following formula:

$$\text{KPI-02} = [\dots \text{eg, } (1 - (A + B)) \times 100\% \dots]$$

Where:

[... INSERT FACTOR ...] is [... INSERT DEFINITION ...]

[... INSERT FACTOR ...] is [... INSERT DEFINITION ...]

[... INSERT FACTOR ...] is [... INSERT DEFINITION ...]

4.1.3 The Contractor's performance against KPI-01 shall be determined from the following parameters / measurement data:

a. [... INSERT PARAMETER / FACTOR ...]; and

b. [... INSERT PARAMETER / FACTOR ...].

4.2 KPI Measurement (Core)

4.2.1 The parameters and measurement data used to determine the Contractor's performance against KPI-02 shall be measured [...INSERT REQUIREMENT, EG, 24-HOURS PER DAY, AT x TIME EACH WORKING DAY...].

4.2.2 When obtaining the parameters and measurement data used to determine the Contractor's performance against KPI-02 under clause 4.2.1, the following conditions shall apply:

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- a. [... INSERT INCLUSION, EXCLUSION OR OTHER CONDITION ...]; and
- b. [... INSERT INCLUSION, EXCLUSION OR OTHER CONDITION ...].
- 4.2.3 The process defined in Figure P-4 shall be used to address the conditions identified at clause 4.2.2 when determining the Contractor's performance against KPI-02.
- [... INSERT FIGURE ...]

Figure P-4: KPI-02 Conditional Measurement / Scoring Flow Chart

- 4.2.4 Performance Measures, including parameters and other measurement data used to determine performance against KPI-01, shall be sourced as follows:
- a. sourced in accordance with the Contractor's Approved V&VP:
- (i) [... PERFORMANCE MEASURE ...]; and
- (ii) [... PERFORMANCE MEASURE ...];
- b. sourced from the [... NAME OF INFORMATION MANAGEMENT SYSTEM ...]:
- (i) [... PERFORMANCE MEASURE ...]; and
- (ii) [... PERFORMANCE MEASURE ...];
- c. sourced from the [... NAME OF COLLECTION TOOL ...]:
- (i) [... PERFORMANCE MEASURE ...]; and
- (ii) [... PERFORMANCE MEASURE ...].

4.3 Achieved Performance for KPI-02 (Core)

- 4.3.1 The Contractor's Achieved Performance for KPI-02 for a Review Period shall be determined as [...INSERT DESCRIPTION...].

4.4 Adjusted Performance Score (Core)

- 4.4.1 The Adjusted Performance Score for KPI-02 for a Review Period shall be calculated from the Achieved Performance using the formulae detailed below in Table P-3.

Table P-3: KPI-02 Adjusted Performance Curve Formulae

If Achieved Performance for KPI-01 for the Review Period is...	the Performance Band is...	the Adjusted Performance Score (%) is calculated using the formula ...
< A and ≥ B	Performance Band I	$APS = \frac{(100 - C)}{(A - B)} \times (\text{Achieved Performance} - B) + C$
< B and ≥ D	Performance Band II	$APS = \frac{(C - 0)}{(B - D)} \times (\text{Achieved Performance} - D)$
< D	Performance Band III	$APS = 0$
≥ A	Performance Band IV	$APS = \frac{(F - 100)}{(E - A)} \times (\text{Achieved Performance} - A) + 100$ or $APS = 100$

4.5 Operation of formulae for Adjusted Performance Score – FOR INFORMATION ONLY

- 4.5.1 Figure P-5 below illustrates the relationship between the Achieved Performance and the Adjusted Performance Score for KPI-02 and the operation of the formulae in clause 4.4:

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[... INSERT FIGURE ...]

Figure P-5: KPI-02 Adjusted Performance Score from Achieved Performance Curve**5 KPI-03: [...INSERT KPI NAME...]****5.1 KPI-03 Explanation**

Note to drafters: copy the subclauses from KPI-02 (above) for each of the additional KPIs required. The KPI headings and names below have been retained to assist in using bookmarked fields to ensure consistent use of KPI names in the clauses and Table P-1.

5.1.1 KPI-03: [...INSERT KPI NAME...] is the [...INSERT DESCRIPTION...].

5.1.2 .

6 KPI-04: [...INSERT KPI NAME...]**6.1 KPI-04 Explanation**

6.1.1 KPI-04: [...INSERT KPI NAME...] is the [...INSERT DESCRIPTION...].

6.1.2 .

7 KPI-05: [...INSERT KPI NAME...]**7.1 KPI-05 Explanation**

7.1.1 KPI-05: [...INSERT KPI NAME...] is the [...INSERT DESCRIPTION...].

7.1.2 .

ATTACHMENT Q

OTHER PERFORMANCE MEASURES (OPTIONAL)

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

1 INTRODUCTION

1.1 Purpose (Core)

- 1.1.1 The purpose of this Attachment Q is to describe the OPMs applicable to the Contract, which are used for any one or more of the following:
- a. to validate the effectiveness of KPIs;
 - b. to measure the performance of Services that are not linked to a Performance Payment; or
 - c. to measure the health of the Materiel System, process efficiency, or changes in environmental parameters.

1.2 Content (Core)

Note to drafters: Add the names and abbreviations (if applicable) for the Other Performance Measures into the list below.

- 1.2.1 The following OPMs are described in this Attachment Q:
- a. [... INSERT OPM NAME ...]; and
 - b. [... INSERT OPM NAME ...].

2 [... INSERT OPM NAME ...]

Note to drafters: If simple enough, the OPM specifications (including name, purpose, description and measurement details) could be inserted into a table under clause 2 with appropriate changes to the headings and a lead-in clause.

2.1 Purpose of the OPM (Core)

Note to drafters: Select and complete option A, B or C below dependent on the intended use of this OPM.

Option A: Used to validate a KPI.

- 2.1.1 This OPM is used to assist in validating the effectiveness of [... INSERT KPI NAME ...] as part of the performance assessment process.

Option B: Used to evaluate Services that are not linked to KPIs or Performance Payments.

- 2.1.2 This OPM is used to evaluate the level of performance provided by the Contractor in providing [... INSERT DESCRIPTION OF SERVICE ...].

Option C: Used to collect and analyse lead indicators for 'system health', efficiency or environmental changes.

- 2.1.3 This Performance Measure is used to analyse the on-going [...INSERT DESCRIPTION...].

2.2 Description of the OPM (Core)

Note to drafters: Insert an explanation / description defining the OPM. Where a formula is required, refer to the KPI clauses in Attachment P for guidance and consistent clauses.

- 2.2.1 This OPM is defined as the [...INSERT DESCRIPTION...].
- 2.2.2 This OPM shall be measured [... INSERT MEASUREMENT DETAILS, IF APPLICABLE ...].

ATTACHMENT Q

Note to drafters: Repeat the above set of clauses (for clause 2) for each OPM.