

## ATTACHMENT A

### STATEMENT OF WORK (CORE)

***Note to tenderers: Attachment A will consist of an amalgamation of the draft SOW at Part 3 and the successful tenderer's response.***



## **ATTACHMENT B**

### **PRICE AND PAYMENTS (CORE)**

- 1.1 Attachment B consists of the following Annexes:
- A. Price and Delivery Schedule (Core)
  - B. Schedule of Payments (Optional)
  - C. Adjustments (Optional)
  - D. Schedule of Further Quantities and Optional Extras (Optional)
  - E. Schedule of Unit and NTE Prices (Optional)
  - F. Incentive Payments (Optional)



**ANNEX A TO ATTACHMENT B**

**PRICE AND DELIVERY SCHEDULE (CORE)**

***Note to tenderers: Annex A to Attachment B will consist of an amalgamation of the price schedules in TDRs D-1 and D-2 and the successful tenderer's response.***



**ANNEX B TO ATTACHMENT B****SCHEDULE OF PAYMENTS (OPTIONAL)**

**Note to drafters: Annex B to Attachment B should only be included where there will be a Mobilisation Payment or Milestone Payments. If possible, drafters should complete the table below before release of the RFT.**

**Note to tenderers: Annex B to Attachment B will consist of an amalgamation of this Attachment and the successful tenderer's response to TDR D-7 to the conditions of tender.**

**Option: For when optional clause 7.4 of the conditions of contract is selected.**

Mobilisation Payment description	Mobilisation Payment date	Amount of Mobilisation Payment	

**Option: For when Option B or C is selected for clause 7.2.1 of the conditions of contract.**

Milestone description	Milestone Type (Stop Payment, Final Acceptance)	Milestone Date	Amount of Milestone Payment	Certification
				[...INSERT ONE OF THE FOLLOWING: Progress Certification, Acceptance, or Final Acceptance ...]



**ANNEX C TO ATTACHMENT B****ADJUSTMENTS (OPTIONAL)**

**Note to tenderers: Annex C to Attachment B will consist of an amalgamation of the information in this Attachment and the successful tenderer's response to TDR D-3 to the conditions of tender. Adjustments may be based on one index OR on several indices.**

**Alternative 1 – Adjustments for a payment of the Contract Price or part of the Contract Price (One Index).**

- 1.1 A payment shall be subject to adjustment in accordance with the following formulae:

$$A = P \times \frac{V}{V_o} - P$$

where:

- A = adjustment;  
P = value of amended payment at Base Date;  
V = the index number for the quarter containing the due date of payment; and  
Vo = the index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...).

- 1.2 The index applicable to this requirement is:

Description of Index	Table	Group

**Alternative 2 - Adjustments for a payment of the Contract Price or part of the Contract Price (Several Indices).**

- 1.3 Where separate indices for the labour and material components are deemed appropriate, a payment shall be subject to adjustment in accordance with the following formulae:

$$A = P \left( Y \times \frac{L}{L_o} + ZA \times \frac{MA}{MA_o} + ZI \times \frac{MI}{MI_o} \right) - P$$

where:

- A = adjustment;  
P = value of amended payment at Base Date;  
Y= the labour component i.e. that portion of the payment (expressed as a decimal) considered to be the labour component;  
L= the labour index number for the quarter containing the due date of payment;  
Lo= the labour index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...);  
ZA= the materials purchased in Australia component, i.e. that proportion of the payment (expressed as a decimal) considered to be the Australian material component;  
MA = the material purchased in Australia index number for the quarter containing the due date of payment;  
MAo= the material purchased in Australia index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...);  
ZI= the imported material component, i.e. that proportion of the payment (expressed as a decimal) considered to be the imported material component;

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MI = the material purchased overseas index number for the quarter containing the due date of payment; and

Mlo = the material purchased overseas index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...).

- 1.4 The index for the labour component, and indices for materials applicable to this requirement are:

Description of Indices	Table/Group	Cost Component (Decimals)	
1. Labour Component			
ABS Catalogue	e.g. 6345 Index Number	e.g. 0.5	=Y
2. Materials Purchased in Australia			
ABS Catalogue	e.g. 6427 Index Number	e.g. 0.3	=ZA
3. Imported Materials Component			
ABS Catalogue	e.g. 6457 Index Number	e.g. 0.2	=ZI
	Total	=1.00	

**Alternative 1 - Price Variation for a Milestone Payment (One Index)**

- 1.5 The Contract Price, in relation to a Milestone Payment, shall be subject to variation in accordance with the following formulae:

$$PV = MP \times \frac{V}{Vo} - MP$$

where:

MP = value of amended Milestone at Base Date;

V = the average of the index numbers for the quarter preceding the quarter containing the due date of the Milestone back to the quarter containing the due date of the previous Milestone or, in the case of the first Milestone, back to the quarter containing the Effective Date; and

Vo = the index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...).

- 1.6 The index applicable to this requirement is:

Description of Index	Table	Group

**Alternative 2 - Adjustment for a Milestone Payment (Several Indices).**

- 1.7 Where separate indices for the labour and material components are deemed appropriate, the Contract Price, in relation to a Milestone Payment, shall be subject to adjustment in accordance with the following formulae:

$$A = MP \left( Y \times \frac{L}{Lo} + ZA \times \frac{MA}{MAo} + ZI \times \frac{MI}{MIo} \right) - MP$$

where:

A = adjustment;

MP = value of amended Milestone at Base Date;

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- Y= the labour component i.e. that portion of the payment (expressed as a decimal) considered to be the labour component;
- L= the average of the labour index numbers for the quarter preceding the quarter containing the due date of the Milestone back to the quarter containing the due date of the previous Milestone or, in the case of the first Milestone, back to the quarter containing the contract issue date;
- Lo= the labour index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...);
- ZA= the materials purchased in Australia component, i.e. that proportion of the payment (expressed as a decimal) considered to be the Australian material component;
- MA = the average of the materials purchased in Australia index numbers for the quarters preceding the quarter containing the due date of the Milestone back to the quarter containing the due date of the previous Milestone or, in the case of the first Milestone, back to the quarter containing the Effective Date;
- MAo= the material index number for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...);
- ZI= the imported material component, i.e. that proportion of the payment (expressed as a decimal) considered to be the imported material component;
- MI = the average of the materials purchased overseas index numbers for the quarters preceding the quarter containing the due date of the Milestone back to the quarter containing the due date of the previous Milestone or, in the case of the first Milestone, back to the quarter containing the Effective Date); and
- Mlo = material index number for imported materials for the quarter containing the Base Date, which is (...INSERT RELEVANT NUMBER...).

- 1.8 The index for the labour component, and indices for materials applicable to this requirement are:

Description of Indices	Table/Group	Cost Component (Decimals)	Symbol
1. Labour Component			
ABS Catalogue	e.g. 6345 Index Number	e.g. 0.5	=Y
2. Materials Purchased in Australia			
ABS Catalogue	e.g. 6427 Index Number	e.g. 0.3	=ZA
3. Imported Materials Component			
ABS Catalogue	e.g. 6457 Index Number	e.g. 0.2	=ZI
	Total	=1.00	

- 1.9 In this Attachment the following interpretations apply:
- 'amended' as used here refers to the payment adjusted for contract changes expressed in Base Date values excluding any adjustments;
  - for the purposes of calculating price variation, the due date of a Milestone is the date specified in Annex B to Attachment B for the achievement of the relevant Milestone or such earlier date upon which the Milestone is achieved; and
  - the reference to the quarter prior to the quarter in which the payment is due is premised on the understanding that the cost of materials and work subject to

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the adjustment claim were incurred in the period between the previous Milestone and the current Milestone. Accordingly, the average of indices over that period are used to calculate the quantum of variation owing for that period.

- d. to ensure that the Commonwealth does not grant adjustment based on an index for a quarter in which limited or no work has been undertaken (the quarter containing the due date of the milestone) the formulae requires the use of the index from the quarter preceding the quarter containing the due date of the Milestone.

**Note to tenderers:**

- Note 1:** *If a single broad based (cost of production) index is applied to both labour and material components, the Commonwealth's preference is that Australian Bureau of Statistics (ABS) Catalogue 5206, 'Chain Price Index, Domestic Final Demand - Table 8' is utilised. An alternative index acceptable to the Commonwealth is ABS catalogue 6427, 'Producer Price Indexes, Australia'.*
- Note 2:** *Input based (cost of labour) indices may be utilised as relevant in clauses 1.3 and 1.7. The Labour only index acceptable to the Commonwealth is ABS catalogue 6345 'Wage Cost Index'.*
- Note 3:** *For labour costs incurred overseas, the labour index must be an appropriate index published by an agency of the relevant Government.*
- Note 4:** *For the material purchased in Australia component, ABS catalogue 6427 'Producer Price Indexes, Australia' should be utilised.*
- Note 5:** *For the imported materials component, the preferred index is ABS catalogue 6457, 'International Trade Prices Indexes'. This index includes movements in exchange rates. Use of this index precludes separate provision for adjustment for changes in exchange rates, and accordingly use of this index is inappropriate where payment is being made to the Contractor in source currency. If an overseas index is selected for imported materials, the index must be appropriate and published by an agency of the relevant Government.*

**ANNEX D TO ATTACHMENT B****SCHEDULE OF FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)**

***Note to drafters: If possible drafters are to include here the item descriptions and quantities of the additional Supplies and optional extras required by the Commonwealth.***

***Note to tenderers: Annex D to Attachment B will consist of an amalgamation of this Attachment and the successful tenderer's response to TDR D-7 to the conditions of tender.***



**ANNEX E TO ATTACHMENT B**

**SCHEDULE OF UNIT PRICES AND NOT TO EXCEED PRICES (OPTIONAL)**

***Note to tenderers: Annex E to Attachment B will consist of an amalgamation of the unit and NTE pricing aspects of TDR D-2 and the successful tenderer's response.***



**ANNEX F TO ATTACHMENT B**

**INCENTIVE PAYMENTS (OPTIONAL)**

***Note to drafters: The Commonwealth's preferred assessment periods, key performance indicators and weightings (if any) should be included in this Attachment before release of the RFT.***

***Note to tenderers: Annex F to Attachment B will consist of an amalgamation of this Attachment and the successful tenderer's response to TDR D-6 to the conditions of tender.***

## ATTACHMENT C

## LIQUIDATED DAMAGES (CORE)

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

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

## 1. FOR FAILURE TO ACHIEVE DELIVERY: (CORE)

**Note to drafters: Drafters are to include here:**

- a. *the relevant Supplies to which liquidated damages are to be applied;*
- b. *the date from which liquidated damages will be applied;*
- c. *the rate of liquidated damages and/or the formulae for its calculation; and*
- d. *any other specific conditions which are to apply.*

## 2. FOR AIC (CORE)

**Note to drafters: Liquidated Damages for AIC should only be included where clause 4.1 AIC is selected for inclusion. Drafters are to include here:**

- a. *the relevant Industry Requirements to which liquidated damages are to be applied;*
- b. *the amount of liquidated damages for each Industry Requirement; and*
- c. *any other specific conditions which are to apply.*

The liquidated damages amounts in Attachment C are GST inclusive.

## 3. ADJUSTMENT TO LIQUIDATED DAMAGES (CORE)

- 3.1 The liquidated damages amount in Attachment C shall be subject to adjustment in accordance with the following formulae:

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

where:

- A = adjustment;
- LD = value of the relevant liquidated damages amounts at the Effective Date.
- CPI<sub>i</sub> = the CPI number for the quarter ending immediately before the date on which the liquidated damages are paid to the Commonwealth.
- CPI<sub>o</sub> = the CPI number for the quarter containing the Effective Date.

- 3.2 In this Attachment C, 'CPI' means the Consumer Price Index, All Groups, weighted average of eight capital cities published by the Australian Bureau of Statistics (ABS), or if that Index is no longer published by the ABS, the index published by the ABS in substitution for that Index.

- 3.3 To avoid doubt, when the Commonwealth elects to accept compensation in lieu of liquidated damages (as the case requires), 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 formulae set out in this Attachment C.



**ATTACHMENT D**

**GOVERNMENT FURNISHED MATERIAL AND GOVERNMENT FURNISHED FACILITIES  
(OPTIONAL)**

- 1.1 Attachment D consists of the following Annexes:
  - A. GFM
  - B. GFF



**ANNEX A TO ATTACHMENT D****GOVERNMENT FURNISHED MATERIAL (OPTIONAL)**

***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 description, quantity, the date for delivery of, or provision of access to, the GFM, the date for return to the Commonwealth, the location(s) for delivery and return, the time period for inspection and the intended purpose.***

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

1.2 The following GFM shall be used in the production of the Supplies:

**COMMONWEALTH MANDATED GFM**

(...INSERT COMMONWEALTH MANDATED GFM UNDER THE HEADINGS OF GFE OR GFD...)

**CONTRACTOR OR COMMONWEALTH PROPOSED GFM**

(...INSERT CONTRACTOR OR COMMONWEALTH PROPOSED GFM UNDER THE HEADINGS OF GFD, GFE OR GFI...)

1.3 The following GFM shall be included in the Supplies:

**COMMONWEALTH MANDATED GFM**

(...INSERT COMMONWEALTH MANDATED GFM UNDER THE HEADINGS OF GFE OR GFD...)

**CONTRACTOR OR COMMONWEALTH PROPOSED GFM**

(...INSERT CONTRACTOR OR COMMONWEALTH PROPOSED GFM UNDER THE HEADINGS OF GFE OR GFD...)



**ANNEX B TO ATTACHMENT D****GOVERNMENT FURNISHED FACILITIES (OPTIONAL)**

***Note to tenderers: This Annex will consist of an amalgamation of TDR E-11, 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.***

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

1.1 The following GFM shall be used in the production of the Supplies:

**COMMONWEALTH MANDATED GFF**

(...INSERT COMMONWEALTH MANDATED GFF...)

**CONTRACTOR OR COMMONWEALTH PROPOSED GFF**

(...INSERT CONTRACTOR OR COMMONWEALTH PROPOSED GFF...)

## ATTACHMENT E

### AUSTRALIAN INDUSTRY CAPABILITY PLAN (OPTIONAL)

***Note to drafters: This Attachment should only be included where clause 4.1 of the conditions of contract is selected for inclusion.***

***Note to tenderers: Attachment E will consist of an amalgamation of TDR H-1 to the conditions of tender and the successful tenderer's response.***

## ATTACHMENT F

### INTELLECTUAL PROPERTY PLAN (CORE)

***Note to tenderers: Attachment F will consist of an amalgamation of TDR C-5 to the conditions of tender and the successful tenderer's response.***



## ATTACHMENT G

## SCHEDULE OF APPROVED SUBCONTRACTORS (CORE)

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

Sample Schedule of Approved Subcontractors

Approved Subcontractor	ABN/ACN (if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference	LIA / SIDA references (if applicable)	Equipment / Supplies	Location of work to be performed (incl postcode)	Subcontract value \$A	Comments
[...ANZ Subcontractors...]								
XYZ Pty Ltd		Supply of Storage Cabins			For integration into Subsystem X		\$YM	SOW clause x.x - software performance measurement requirement not applicable to this Subcontract because there is no software development involved
ABC Pty Ltd		Supply of Comms			For integration into Subsystem X		\$ZM	
[...Overseas Subcontractors...]								

**Note to tenderers:** Attachment G will consist of an amalgamation of TDR A2 to the conditions of tender and the successful tenderer's response. ANZ and overseas Approved Subcontractors shall be listed separately



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

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

**BETWEEN**

(...) A.C.N./A.R.B.N. and A.B.N if applicable a company duly incorporated under the laws of (...) and having its registered office at (...) ("the Approved Subcontractor")

**AND**

(...) A.C.N./A.R.B.N. and A.B.N. ( ) 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 A.B.N. 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 supply 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 supply 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 H****1. INTERPRETATION****1.1 Definitions (Core)**

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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 Supplies or is otherwise necessarily related to the functioning or operation of the Supplies.

"Commercial-in-Confidence Information" means information that:

- a. by its nature is 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 this Deed;
- d. is in 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 purposes that are necessary or incidental to that purpose.

"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.

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

"Intellectual Property" or "IP" includes 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.

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

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

"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.

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

"Software Update" means, in relation to software (including Software Design Data and Source Code), any:

**ANNEX A TO ATTACHMENT H**

- 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. 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.

“Supplies” means goods and services including IP and TD required to be supplied under the Approved Subcontract and include items acquired in order to be incorporated in the Supplies.

“Technical Data” or “TD” 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 Supplies and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, Source Code, Software Design Data, test results, software and Software Updates and other items describing or providing information relating to the Supplies 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 the Supplies, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies, and is not limited to Commercial-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)**

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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 (\$AUD)” means the Australian dollar unless otherwise stated;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date, 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 4 of this Deed.

**ANNEX A TO ATTACHMENT H****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.

**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 when the Commonwealth elects to own Foreground IP 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 Supplies throughout their Life-of-Type as envisaged by the Contract or Approved Subcontract;
  - b. complete the Supplies if the Contract or Approved Subcontract is terminated (except under clause 12.3 of the Contract); and
  - c. remedy defects or omissions in the Supplies in accordance with clauses 6.4, 9.3 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 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 Supplies that has not been vested in the Commonwealth, or in respect of which the Commonwealth has not been granted a Licence under clause 2.2.1a and 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.

***Option B: For when the Commonwealth may elect not to own all Foreground IP for strategic reasons.***

- 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

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	IP vests on its creation in the Commonwealth.
2.2.8	Subject to the limitations set out in the IP Plan: <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
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: <ul style="list-style-type: none"> <li>a. properly use and support the Supplies throughout their Life-of-Type as envisaged by the Contract or Approved Subcontract;</li> <li>b. complete the Supplies if the Contract or Approved Subcontract is terminated (except under clause 12.3 of the Contract); and</li> <li>c. remedy defects or omissions in the Supplies in accordance with clauses 6.4, 9.3 and 9.4 of the Contract.</li> </ul>
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 Supplies 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. provide the Commonwealth with 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;
  - 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.

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- 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)**

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- 2.4.1 If the Commonwealth makes available to another person any Intellectual Property rights that are 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 Additional IP (Core)**

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- 2.5.1 The Approved Subcontractor acknowledges that in performing its obligations under this clause the Commonwealth shall rely on the Approved Subcontractor's good faith and expertise.
- 2.5.2 If the Commonwealth requires IP or Technical Data (or both) during either or both of the following periods that is additional to that to which the Commonwealth is entitled in accordance with this Deed (for the purposes of this clause "Additional IP"), the Commonwealth Representative or the Contractor, for the benefit of the Commonwealth, may request the Approved Subcontractor in writing to provide Additional IP. The periods are:
- a. the Approved Subcontract period; or
  - b. the approved subcontract period under the Contract (Support) or where there is no Contract (Support), a period of [...INSERT PERIOD...].
- 2.5.3 Within 30 days, or another period agreed with the Commonwealth Representative, of receiving a written request under clause 2.5.2, the Approved Subcontractor shall, to the extent the Additional IP is owned by the Approved Subcontractor, offer to license that Additional IP to the Commonwealth on terms no less favourable than the terms of the Approved Subcontract or the best available commercial terms, whichever is more favourable.
- 2.5.4 In order to verify that an offer submitted by the Approved Subcontractor meets the requirements of clause 2.5.3, the Approved Subcontractor shall permit the Commonwealth Representative, or any person authorised by the Commonwealth Representative, access to its premises, and access to any of its records or accounts solely for the purpose of this clause 2.5.4.

**2.6 Sunrise Licensing (Optional)**

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**Note to drafters: This clause 2.6 may be used only for appropriate benefits in return for Defence.**

- 2.6.1 If the IP Plan provides that a Sunrise Date applies to particular IP, the Commonwealth's licence to exercise the IP under clause 2, or a particular part of the licence, does not take effect until the Sunrise Date occurs, as the case requires. 'Sunrise Date' means the day set out in the IP Plan on which the Commonwealth's licence, or particular part of the licence, to exercise particular IP commences, as the case requires.

**2.7 Moral Rights (Core)**

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- 2.7.1 The Approved Subcontractor represents and warrants that the use of the Supplies 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.
- 2.7.2 The Approved Subcontractor shall ensure that none of its:
- a. officers, employees or agents;
  - b. subcontractors; or

**ANNEX A TO ATTACHMENT H**

- 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 and 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 contractors, 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 40A of the *Designs Act 1906*, section 183 of the *Copyright Act 1968*, and section 25 of the *Circuits Layout 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.
- 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 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, 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

**ANNEX A TO ATTACHMENT H**

- b. if no date for payment has been fixed under the judgement, 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 judgement, 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.
- 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)**

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- 4.1.1 For all Foreground IP that vests in the Commonwealth, the Approved Subcontractor shall provide with the Supplies to the Contractor, or directly to the Commonwealth where agreed by the parties all TD in existence that relates to that Foreground IP.
- 4.1.2 If the Commonwealth is granted a licence under clause 2.2, the Approved Subcontractor shall provide with the Supplies to the Contractor, or directly to the Commonwealth where agreed by the parties, all TD necessary for the Commonwealth to exercise its rights for the purposes permitted by that licence.
- 4.1.3 The Approved Subcontractor shall ensure that all TD provided to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clause 2.2.
- 4.1.4 The Contractor shall notify the Approved Subcontractor of the delivery date of the Supplies or the part of the Supplies to which the TD required under this clause 4.1 relates at least [...INSERT PERIOD...] days prior to the delivery date. Where the delivery date changes, the Contractor shall promptly notify the Approved Subcontractor of the revised delivery date.
- 4.1.5 In the event of termination of the Contract or Approved Subcontract other than in accordance with clause 12.3 of the Contract, the Approved Subcontractor shall provide to the Commonwealth the TD required to complete the Supplies within 30 days of receipt of the notice of termination.
- 4.1.6 When the Commonwealth elects to remedy defects or omissions in the Supplies in accordance with clause 6.6, 6.7, 9.3 or 9.5 of the Contract, the Approved Subcontractor shall provide to the Commonwealth the TD required to remedy the defects or omissions in the Supplies within 30 days of receipt of a written request from the Commonwealth Representative.

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

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- 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

**ANNEX A TO ATTACHMENT H**

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)**

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- 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)**

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- 5.3.1 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 the Deed as a whole.

**5.4 Remedies (Core)**

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- 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.

**5.5 Variation (Core)**

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- 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)**

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- 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:
- 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
  - 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; in which case a re-transmitted notice or other communication shall be received when it is effectively delivered in accordance with clause 5.7.2.

**ANNEX A TO ATTACHMENT H**

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 (Strategic Materiel) 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 H**

**SCHEDULE 1**

**IP PLAN**

[... INSERT NEGOTIATED IP PLAN...].

**ANNEX A TO ATTACHMENT H**

**SCHEDULE 2**

**CONTRACT CLAUSES**

[...INSERT NEGOTIATED CLAUSES 6.4, 9.3, 9.4 AND 12.3 OF THE CONTRACT...]

**ANNEX B TO ATTACHMENT H**

**GFF LICENCE DEED (OPTIONAL)**

***Note to drafters: Drafters should include the standard GFF licence following consultation with Infrastructure Division. The standard GFF licence can be found at the Infrastructure DEFWEB site <http://defweb.cbr.defence.gov.au/im/>. To access, click on 'Suite of Contracts' and then scroll down to 'Other Useful Documents'.***

## ANNEX C TO ATTACHMENT H

SG 1

**Department of Defence**  
**SUPPLIES ACCEPTANCE**  
**CERTIFICATE**

Copy No of ... of 5

<b>a. Contractor's Reference Number</b>		<b>b. CAPO/Purchase Order Number</b>		<b>c. Project/Ordering Authority</b>		<b>d. Invoice Number</b>		<b>e. Receipt Voucher Number</b>			
<b>f. From (Full name and address of contractor and ACN)</b>			<b>k. To (Full name and address of consignee)</b>							<b>Packaging Details</b>	
										<b>g. Number</b>	<b>h. Type</b>
<b>CAPO/Order Item No</b> 1	<b>Class</b> 2	<b>Ident, Part, Catalogue or Other Reference Number</b> 3	<b>Description of Supplies (Include batch, lot or serial number, concession/production permit number and remarks)</b> 4			<b>Qty Ordered</b> 5	<b>Previously Accepted</b> 6	<b>Offered Today</b> 7	<b>Accepted Today</b> 8	<b>Total to date</b> 9	<b>Balance Due</b> 10
<b>l. Contractor's Certification</b> The supplies detailed hereon and qualified in Column 7 are hereby offered for Acceptance by the Commonwealth of Australia. It is hereby certified that the Supplies conform in all respects with the conditions and requirements of Contract No. (Amendment No ) except as stated in the Attachment (delete words in italics if not applicable). It is also certified that all other conditions and requirements of the contract have been met in relation to the above-detailed Supplies.			<b>m. Commonwealth's Acceptance</b> The Supplies detailed hereon and quantified In column 7 are hereby Accepted without prejudice to the Commonwealth's remedies under the Contract in the event that the Supplies do not conform in all respects with the conditions and requirements of the contract				<b>n. Commonwealth's Reference No.</b> <b>o. Is this CAPO/Order Complete? Yes No</b> <b>p. Distribution</b> <b>Original - To be forwarded to the Commonwealth Representative</b> <b>Copy 1 - To be forwarded to Commonwealth Representative, which is returned to the Contractor signed and authorised (for subsequent claim for payment)</b> <b>Copy 2 To be forwarded with Supplies to delivery point</b> <b>Copy 3 - To be retained by Contractor</b>				
<b>Authorised Signatory</b>		<b>Printed Name</b>		<b>Authorised Signatory</b>		<b>Printed Name</b>					
<b>Position Held</b>		<b>Date</b>		<b>Appointment</b>		<b>Date</b>					

**ANNEX C TO ATTACHMENT H**

**ANNEX D TO ATTACHMENT H**

**COMMONWEALTH OF AUSTRALIA**

**Department of Defence**

**FINAL ACCEPTANCE CERTIFICATE**

Contract Reference
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From [...Contractor's name, address and A.C.N./ A.R.B.N and A.B.N. as applicable...]
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To [...Commonwealth Representative...]
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<p><b>Contractor's Certification:</b></p> <p>The Contractor seeks Final Acceptance Certification from the Commonwealth of Australia for the Final Acceptance Milestone. It is certified that the Supplies function and integrate as required by the Contract No ..... (Amendment No (where applicable)) and that the Contractor has fulfilled its obligations in accordance with the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone. It is certified that, other than the claims set out below, the Contractor has no further claims outstanding against the Commonwealth. The outstanding claims are for:</p> <p>a. the Final Acceptance Milestone, and any related inflation adjustment claim; and</p> <p>b. [...INSERT DETAILS OF ANY OTHER CLAIMS...].</p>
---

<p><b>Commonwealth's Certification:</b></p> <p>The Commonwealth of Australia acknowledges and certifies that the Supplies function and integrate as required by the Contract and that the Contractor has fulfilled its obligations in accordance with the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone.</p>
--

Authorised Signatory	Printed Name
Position Held	Date

Authorised Signatory	Printed Name
Position Held	Date



**ANNEX E TO ATTACHMENT H**

**Note to Contractors: This should include a description of the effect of the change on the scope of work, including where appropriate: Quality, All, technical/functional specification, warranty, training, documentation and Work Breakdown Structure.**

**4. Warranty**

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

**5. Approval**

5.1 The CCP and its attachments are approved. The Contract shall be deemed to be changed when this Deed has been properly executed by both parties.

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 and position) (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 (Complex Materiel) Handbook.**

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

**Appendix:**

**1. Engineering Change Proposal (If applicable)**

**ANNEX F TO ATTACHMENT H**

**ENGINEERING CHANGE PROPOSAL (OPTIONAL)**

***Note to drafters: Drafters should insert an ECP proforma prior to release of the RFT.***



**ANNEX G TO ATTACHMENT H****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 A.B.N.68 706 814 312 ('the Commonwealth')

by [...INSERT NAME OF COMPANY...], [...A.C.N./A.R.B.N. AND A.B.N. IF APPLICABLE...] whose registered office is [...INSERT DETAILS...] ('the Promisor').

**RECITALS**

- A. The Commonwealth has a Contract [...INSERT CONTRACT NUMBER...] dated [...INSERT DATE...] ('the Contract') with [...INSERT NAME OF CONTRACTOR...], [...A.C.N./A.R.B.N. AND A.B.N. IF APPLICABLE...] having its registered office at [...INSERT DETAILS...] (the 'Contractor') for the supply of [...INSERT BRIEF DESCRIPTION...].
- B. Under the Contract, the Contractor is required to obtain this undertaking for the Commonwealth

**OPERATIVE PART**

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 PLUS INFLATION ADJUSTMENT PAID ON 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; and
  - 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. A notice by the Commonwealth to the Promisor is taken to have been given if it is in writing, signed for and on behalf of the Commonwealth and either delivered by hand, posted to the Promisor at its address above, or sent by facsimile to [...INSERT DETAILS...]. A notice to the Commonwealth is taken to have been given if it is in writing, signed by or on behalf of the Promisor and is either delivered by hand, posted to [...INSERT COMMONWEALTH REPRESENTATIVE DETAILS AND ADDRESS...], or sent by facsimile to [...INSERT DETAILS...].
7. 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.

SIGNED AS A DEED

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

**ANNEX H TO ATTACHMENT H****PERFORMANCE SECURITY DEED**

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

For the benefit of the Commonwealth of Australia represented by the Department of Defence A.B.N.68 706 814 312 ('the Commonwealth')

by [...INSERT NAME OF COMPANY...], [...A.C.N./A.R.B.N. and A.B.N. if applicable...] whose registered office is [...INSERT DETAILS...] ('the Promisor').

**RECITALS**

- A. The Commonwealth has a Contract [...INSERT CONTRACT NUMBER...] dated [...INSERT DATE...] ('the Contract') with [...INSERT NAME OF CONTRACTOR...], [...A.C.N./A.R.B.N. and A.B.N. if applicable...] having its registered office at [...INSERT DETAILS...] (the 'Contractor') for the supply of [...INSERT BRIEF DESCRIPTION...].
- B. The Contractor is required by the Contract to secure the due performance of its contractual obligations by obtaining this undertaking for the Commonwealth.

**OPERATIVE PART**

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; and
  - 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. A notice by the Commonwealth to the Promisor is taken to have been given if it is in writing, signed for and on behalf of the Commonwealth and either delivered by hand, posted to the Promisor at its address above, or sent by facsimile to [...INSERT DETAILS...]. A notice to the Commonwealth is taken to have been given if it is in writing, signed by or on behalf of the Promisor and is either delivered by hand, posted to [...INSERT COMMONWEALTH REPRESENTATIVE'S DETAILS AND ADDRESS...], or sent by facsimile to [...INSERT DETAILS...].
7. 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.

SIGNED AS A DEED:

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

**ANNEX I TO ATTACHMENT H****DEED OF SUBSTITUTION AND INDEMNITY**

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

Between

the Commonwealth of Australia, represented by the Department of Defence A.B.N. 68 706 814 312 ('the Commonwealth')

and (...INSERT NAME OF COMPANY...) (...INSERT A.C.N./A.R.B.N. AND A.B.N. IF APPLICABLE...), having its registered office at (...INSERT DETAILS...) ('the Substituted Contractor')

and (...INSERT NAME OF COMPANY...) (...A.C.N./A.R.B.N. AND A.B.N. IF 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...).
- B. The Substituted Contractor has agreed to be substituted for and to indemnify the Commonwealth on the default of the Contractor under the Contract.

**OPERATIVE PART:**

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

- 1.1 'Notice of Substitution' means a notice issued under clause 7.8 of the Contract.
- 1.2 The entities mentioned before the Recitals are the parties to the Deed.

**2. SUBSTITUTION**

- 2.1 The parties agree that on and from the date of issue 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 against all loss, damage, cost or expenses (including the cost of settling any action) arising from any act, omission, or default of the Contractor (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 the Contract, to the satisfaction of the Commonwealth Representative.
- 5.2 The security referenced 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

**ANNEX I TO ATTACHMENT H**

- b. to recover any debts due to the Commonwealth in relation to the Contract

**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**

**ANNEX I TO ATTACHMENT H**

- 10.1 Any notice or other communication required to be given under this Deed is taken to have been given:
  - a. for the Commonwealth and the Contractor, if it is given in accordance with clause 2.3 of the Contract ; and
  - 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...).

**11. LAWS**

- 11.1 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.

SIGNED AS A DEED

SIGNED, SEALED AND DELIVERED )  
 by the COMMONWEALTH OF AUSTRALIA )  
 )  
 in the presence of )

.....

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

**ANNEX I TO ATTACHMENT H****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 A.B.N.68 706 814 312 ('the Commonwealth')

by (...INSERT NAME OF COMPANY...), (A.C.N./A.R.B.N. AND A.B.N. IF APPLICABLE) whose registered office is (...INSERT DETAILS...) ('the Promisor').

**RECITALS**

- A. The Commonwealth has a Contract (...INSERT CONTRACT NUMBER...) dated (...insert date...) ('the Contract') with (...INSERT NAME OF CONTRACTOR...), (...A.C.N./A.R.B.N. AND A.B.N. IF APPLICABLE...) having its registered office at (...INSERT DETAILS...) (the 'Contractor') for the supply of (...INSERT BRIEF DESCRIPTION...).
- B. Under a Deed of Substitution and Indemnity dated (...INSERT DATE...), (...INSERT NAME OF COMPANY...), (...A.C.N./A.R.B.N. AND A.B.N. IF 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.

**OPERATIVE PART**

**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; and
  - 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. A notice by the Commonwealth to the Promisor is taken to have been given if it is in writing, signed for and on behalf of the Commonwealth and either delivered by hand, posted to the Promisor at its address above, or sent by facsimile to (...INSERT DETAILS...). A notice to the Commonwealth is taken to have been given if it is in writing, signed by or on behalf of the Promisor and is either delivered by hand, posted to (...INSERT COMMONWEALTH REPRESENTATIVE DETAILS AND ADDRESS...), or sent by facsimile to (...INSERT DETAILS...).
7. 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.

SIGNED AS A DEED

**ANNEX I TO ATTACHMENT H**

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

**ATTACHMENT H****AGREED DEEDS (CORE)**

- 1.1 Attachment H consists of the following Annexes:
- A. Approved Subcontractor Intellectual Property Deed (Core)
  - B. GFF Licence Deed (Optional)
  - C. Supplies Acceptance Certificate (Core)
  - D. Final Acceptance Certificate (Optional)
  - E. Contract Change Proposal Deed (Core)
  - F. Engineering Change Proposal Deed (Optional)
  - G. Mobilisation Security Deed (Optional)
  - H. Performance Security Deed (Optional)
  - I. Deed of Substitution and Indemnity (Optional)



**ATTACHMENT I**

**SECURITY CLASSIFICATION GRADING DOCUMENT (OPTIONAL)**

***Note to drafters: Drafters should insert the Security Classification Grading Document prior to release of RFT.***



**ATTACHMENT J**

**RESIDENT PERSONNEL (OPTIONAL)**

***Note to drafters: Attachment J shall include the following information:***

- a. a list of RP who will be collocated at the Contractor's premises during the Contract;***
- b. the terms of reference for the nominated RP; and***
- c. the duration of their collocation.***

## ATTACHMENT K

## COMMERCIAL-IN-CONFIDENCE INFORMATION (CORE)

**Note to tenderers: Attachment K 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 if 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; and**
- f. contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive.**

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

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

**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 which the information is Commercial-in-Confidence
<b>Conditions of Contract, for example</b>			
Clause 5.2 (if amended)	Intellectual Property Licence	Contains details about intellectual property regimes that is commercially sensitive.	<b>Insert name of party</b>
Clause 8.5.1 (eg if an amended liability regime)	Limitation of Liability	Contains details about insurance and liability regimes that are commercially sensitive.	<b>Commonwealth / Contractor</b>
Clause 8.6.1 (if amended)	Insurance	Contains details about insurance and liability regimes that are commercially sensitive.	<b>Commonwealth / Contractor</b>

## ATTACHMENT K

Item	Title	Reason for classification	Party for which the information is Commercial-in-Confidence
<b>Conditions of Contract, for example</b>			
Clause 9.21 and clause 9.26	Warranty	Contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive.	<b>Contractor</b>
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	<b>Insert name of party</b>
Indemnity provisions - add these provisions if modified from the template	(Insert any indemnity clauses which are not standard clauses and which contain information communicated and received in circumstances imposing an obligation of confidentiality.)	Contains details about insurance and liability regimes that are commercially sensitive.	<b>Insert name of party</b>

## ATTACHMENT K

Item	Title	Reason for classification	Party for which the information is Commercial-in-Confidence
<b>Conditions of Contract, for example</b>			
Other - any confidential clauses inserted in the contract additional to the template clauses	(Insert any additional clauses which are not standard template clauses and which contain information communicated and received in circumstances imposing an obligation of confidentiality.)	Insert relevant reason	Insert name of party
Attachment A:  (List relevant parts of the Specifications)	Specifications	Contains details about the capability/services being delivered that are commercially sensitive.	<b>Contractor</b>
Attachment B:	Price and Delivery Schedule	Contains details about commercially sensitive pricing information including profit margins and the underlying price basis.	<b>Contractor</b>
Annex B to Attachment B:	Schedule of Payments	Contains details about commercially sensitive pricing information including profit margins and the underlying price basis.	<b>Contractor</b>
Attachment C	Liquidated Damages	Contains details about contractual rights and remedies, including warranties, financial guarantees and securities and liquidated damages that are commercially sensitive.	<b>Commonwealth / Contractor</b>

## ATTACHMENT K

Item	Title	Reason for classification	Party for which the information is Commercial-in-Confidence
<b>Conditions of Contract, for example</b>			
Attachment D:	Government Furnished Material	Contains commercially sensitive information, disclosure of which is not in the relevant party's best interest.	<b>Commonwealth</b>
Attachment F:	Intellectual Property Plan	Contains details about intellectual property regimes that is commercially sensitive.	<b>Insert name of party</b>

## ATTACHMENT L

### KEY STAFF POSITIONS (OPTIONAL)

***Note to tenderers: This Attachment will consist of an amalgamation TDR E-4 to the conditions of tender and the successful tenderer's response.***

***Note to drafters: Drafters should ensure this Attachment includes the names of the Key Persons and the tasks to which they are assigned.***

## ATTACHMENT M

## GLOSSARY (CORE)

**Note to drafters:**

**All Conditions of Tender definitions in section 2 should be removed from the version used for any resultant contract, as they are no longer applicable.**

**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 Effective Date.**

## 1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
A.B.N.	Australian Business Number
A.C.N.	Australian Company Number
A.R.B.N.	Australian Registered Business Number
ABS	Australian Bureau of Statistics
ADF	Australian Defence Force
ADF AA	ADF Airworthiness Authority
AEO	Authorised/Accredited Engineering Organisations
AIC	Australian Industry Capability
AMO	Authorised/Accredited Maintenance Organisations
AMTC	Australian Military Type Certificate
ANZ	Australia and New Zealand
ATO	Australian Taxation Office
ATProcs	Acceptance Test Procedures
ATPs	Acceptance Test Plans
ATR	Acceptance Test Reports
AV&V	Acceptance Verification and Validation
CAGE	Commercial and Government Entity
CALS	Continuous Acquisition and Life Cycle Support
CASA	Civil Aviation Safety Authority
CASP	Commonwealth Assets Stocktaking Plan
CBT	Computer Based Training
CCB	Configuration Control Board
CCP	Contract Change Proposal
CCR	Configuration Change Register
CDRL	Contract Data Requirements List
CEI	Chief Executive Instructions
CI	Configuration Item
CITIS	Contractor Integrated Technical Information Service
CM	Configuration Management

## ATTACHMENT M

Abbreviation	Description
CMP	Configuration Management Plan
CMCA	Contractor Managed Commonwealth Assets
CMS	Contract Master Schedule
COC	Conditions of Contract
COMSEC	Communications Security
COTS	Commercial-Off-The-Shelf
CP	Contract Price
CPGs	Commonwealth Procurement Guidelines – January 2005
CSA	Configuration Status Accounting
CSCI	Computer Software Configuration Item
CTXP	Contractor Transition Plan
CWBS	Contract Work Breakdown Structure
DDR	Detailed Design Review
DGTA-SCI	Director General Technical Airworthiness – System Certification and Integrity section
DID	Data Item Description
DI(G)	Defence Instruction (General)
DISP	Disposal Plan
DMO	Defence Materiel Organisation
DOR	Description of Requirement
DPPM	<b><i>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.</i></b> Defence Procurement Policy Manual
DRB	Defence Reference Book
DWRM	Defence Workplace Relations Manual
DSM	Defence Security Manual
ECARS	Equipment Certification to Access Radio Frequency Spectrum
ECP	Engineering Change Proposal
ED	Effective Date
EIS	Engineering Information System
ET	Electrical Technical
FACRR	Facilities Readiness Review
FCA	Functional Configuration Audit
FPS	Function and Performance Specification
FRAR	Facilities Requirements Analysis Report
G&A	General and Administrative
GFD	Government Furnished Data

**ATTACHMENT M**

<b>Abbreviation</b>	<b>Description</b>
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFI	Government Furnished Information
GFM	Government Furnished Material
GFS	Government Furnished Services
GST	Australian Goods and Services Tax
GTI	Government Titled Item
HCI	Human-Computer Interface
HE	Human Engineering
HEPP	Human Engineering Program Plan
ILS	Integrated Logistic Support
IP	Intellectual Property
ISP	Integrated Support Plan
JAS-ANZ	Joint Accreditation System for Australia and New Zealand
KPIs	Key Performance Indicators
LCC	Life Cycle Cost
LOT	Life-of-Type
LSA	Logistic Support Analysis
LSAR	Logistic Support Analysis Record
MOTS	Military-Off-The-Shelf
MSR	Mandated System Reviews
NOHSC	National Occupational Health and Safety Commission
NTE	Not To Exceed
OCD	Operational Concept Document
OEM	Original Equipment Manufacturer
PB	Project Budget
PCA	Physical Configuration Audit
PDR	Preliminary Design Review
PHS&T	Packaging, Handling, Storage and Transportation
PMP	Project Management Plan
PPR	Provisioning Preparedness Review
PRRL	Personnel Resource Requirements List
PSR	Project Status Reports
PV&VRP	Previous V&V Results Package
QA	Quality Assurance
QMS	Quality Management System
RFT	Request For Tender

**ATTACHMENT M**

<b>Abbreviation</b>	<b>Description</b>
RMP	Risk Management Plan
RPL	Recommended Provisioning List
RP	Resident Personnel
RTM	Requirements Traceability Matrix
S&TE	Support and Test Equipment
SCR	Safety Case Report
SDD	Software Design Document
SDR	System Definition Review
SDSS	Standard Defence Supply System
SE	Systems Engineering
SEMP	Systems Engineering Management Plan
SIDA	Strategic Industry Development Activity
SME	Small Medium Enterprises
SMP	Software Management Plan
SOW	Statement of Work
SRR	System Requirement Review
SS	System Specification
SSPP	System Safety Program Plan
TAMM	Technical Airworthiness Management Manual
TAR	Technical Airworthiness Regulator
TD	Technical Data
TDL	Technical Data List
TDP	Technical Data Plan
TDRL	Tender Data Requirement List
TDT	Technical Documentation Tree
TEMP	Test and Evaluation Management Plan
TNGRR	Training Readiness Review
TRA	Technical Regulatory Authority
TRR	Test Readiness Review
V&V	Verification and Validation
V&VP	Verification and Validation Plan
VCRM	Verification Cross Reference Matrix
WBS	Work Breakdown Structure

## ATTACHMENT M

## 2. DEFINITIONS – CONDITIONS OF TENDER

**Note to drafters: This section should be deleted prior to Contract signature.**

Term	Status	Definition
Annex	(Core)	Means an annex to an attachment.
Attachment	(Core)	means an attachment listed in the table of contents in the conditions of tender.
"complies"	(Core)	<p>in relation to a tenderer's statement of compliance means:</p> <ul style="list-style-type: none"> <li>a. in the case of a clause which imposes a contractual condition, that the condition is agreed exactly as set out in the RFT;</li> <li>b. in the case of a clause which specifies a characteristic or performance to be met by the Supplies to be provided, that the tenderer meets the requirement as specified and agrees with the clause exactly as specified in the RFT;</li> <li>c. in the case of a clause which is of an informative nature only that the clause has been read, understood and is agreed; or</li> </ul> <p>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.</p>
"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. If a tender does not comply with a particular clause, the extent of and reason for non-compliance is to be stated. The tender shall include a specific proposed amendment or alternative and reason for that approach.
"exceeds requirement"	(Core)	in relation to a tenderer's statement of compliance, means the Supplies offered exceed the specified requirements. Full details of the extent of variation from the specified requirement are to be stated.
Tender Closing Time	(Core)	has the meaning given by clause 3.1.1 of the conditions of tender.
Tender Data Requirement	(Core)	means the information required to be provided by a tenderer as set out in the TDRL.
Tender Data Requirements List or TDRL	(Core)	means Attachment A to the conditions of tender, and its Annexes.

## ATTACHMENT M

## 3. DEFINITIONS

Term	Status	Definition
Acceptance	(Core)	means acceptance of the Supplies in accordance with clause 6.5 of the conditions of contract signified by the Commonwealth Representative's signature of the Supplies Acceptance Certificate; and "Accept" has a corresponding meaning.
Acceptance Verification and Validation or Acceptance V&V	(Core)	means V&V activities conducted in accordance with clause 7.2 of the SOW for the purposes of achieving Acceptance of Supplies; "Verify" and "Validate" has a corresponding meaning.
Agency	(Core)	for clause 11.7 of the conditions of contract, has the same meaning as in the <i>Privacy Act 1988</i> .
Approval	(Core)	<p>a. for a data item, has the meaning given by clause 2.3.4 of the SOW; and</p> <p>b. in every other context, means the act of the Commonwealth Representative approving a particular course of action as a basis for further work under the contract.</p> <p>Approval in either case does not constitute Acceptance; and "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 G; and "Approved Subcontract" has a corresponding meaning.
Attachment	(Core)	means an attachment to the 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	(Core)	means the plan set out at Attachment E which describes the activities and the methodology for the management, monitoring, verification, reporting, auditing and validation of the Industry Requirements set out at Attachment E.
Background IP	(Core)	<p>means IP, other than Third Party IP, that:</p> <p>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</p> <p>b. is embodied in, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies.</p>
Base Date	(Core)	means [...INSERT BASE DATE...].
Breakdown Spare	(Core)	means anything other than Consumables and includes individual parts, components, kits, or non-repairable assemblies that are required to complete or maintain a system or end item of equipment. A Repairable Item is not a Breakdown Spare; however, Breakdown Spares are used to repair Repairable Items.

## ATTACHMENT M

Term	Status	Definition
Capability	(Core)	means the ability resulting from the employment of the Mission System and the Support System. 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.
Certification	(Optional)	means the act of issuing a certificate that provides assurance that an entity, including product, service or organisation, complies with a stated specification, standard or other requirement.
Codification Data	(Core)	means: <ul style="list-style-type: none"> <li>a. for items of Supplies (other than data, services, or 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</li> <li>b. for items of Supplies already codified in the NATO Codification System, the details of that codification.</li> </ul>
Commercial and Government Entity (CAGE) 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: <ul style="list-style-type: none"> <li>a. is by its nature confidential; or</li> <li>b. the receiving party knows or ought to know is confidential,</li> </ul> but does not include information which: <ul style="list-style-type: none"> <li>c. is or becomes public knowledge other than by breach of the Contract;</li> <li>d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or</li> <li>e. has been independently developed or acquired by the receiving party.</li> </ul>
Commonwealth Mandated GFM	(Optional)	means GFM identified as "Commonwealth Mandated GFM" in Annex A of Attachment D.
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.
Company ScoreCard	(Core)	has the meaning given by the Defence Company ScoreCard Policy Statement.
Conditions of Contract or CoC	(Core)	means the terms in the part of the Contract identified as the 'conditions of contract'
Configuration Audit	(Core)	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.

## ATTACHMENT M

Term	Status	Definition
Configuration Baseline (or 'Baseline')	(Core)	<p>may have one of four possible meanings:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>c. in the context of Configuration Management documents means the currently approved and released configuration documentation; or</li> <li>d. in the context of a software product means a released set of files comprising a software version and associated configuration documentation.</li> </ol>
Configuration Control	(Core)	<p>may mean either:</p> <ol style="list-style-type: none"> <li>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; or</li> <li>b. in the context of a product means the configuration management activity concerning: the systematic proposal, justification, evaluation, coordination, and disposition of proposed changes; and the implementation of all approved and released changes into: <ol style="list-style-type: none"> <li>(i) the applicable configurations of a product,</li> <li>(ii) associated product information, and</li> <li>(iii) supporting and interfacing products and their associated information.</li> </ol> </li> </ol>

## ATTACHMENT M

Term	Status	Definition
Configuration Identification	(Core)	<p>a. in the context of an identification process, the unique identifiers for a product and its configuration documents; and</p> <p>b. in the context of a Configuration Management activity, the systematic process of selecting the product attributes, organizing associated information about the attributes, and stating the attributes. This Configuration Management activity encompasses the :</p> <p>(i) selection of Configuration Items,</p> <p>(ii) determination of the types of configuration documentation required for each Configuration item,</p> <p>(iii) issuance of numbers and other identifiers affixed to the Configuration Items and to the technical documentation that defines the Configuration Item's configuration,</p> <p>(iv) release of Configuration Items and their associated configuration documentation, and establishment of Configuration Baselines for Configuration Items.</p>
Configuration Item	(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 (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 Item.
Continuation Training	(Core)	means training that users can voluntarily undergo, or training that unit commanders can direct staff to undergo, on an as-required basis, in order to maintain currency and skill in relation to the Capability.
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 or CCP	(Core)	means a proposal in the format required by and submitted in accordance with clause 10.1 of the conditions of contract.
Contract Price	(Core)	means the amount set out in Annex A to Attachment B.
Contract (Support)	(Core)	means a contract entered or to be entered to sustain the Supplies.
Contractor (Support)	(Core)	means the party (other than the Commonwealth) to the Contract (Support).

## ATTACHMENT M

Term	Status	Definition
Contractor Managed Commonwealth Assets (CMCA)	(Core)	means any item of goods owned by the Commonwealth in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors and may include, but is not limited to, Government Furnished Material, assets stored as spares, assets under repair, or assets loaned to the Contractor.
Conversion Training	(Core)	means training on the systems being provided under the Contract, which occurs after the Introduction into Service Training, and which is conducted throughout the Life-Of-Type (LOT) of the Mission System to cover attrition and replacement Personnel.
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.
day	(Core)	means a calendar day.
Defence	(Core)	for clause 10.11 of the conditions of contract means the Department of Defence and/or the Australian Defence Force.
Defence Purposes	(Core)	means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes purposes that are necessary or incidental to that purpose.
Description of Requirement	(Core)	means the document set out at Annex A to the SOW.
Developmental Support System Components	(Optional)	means all items of Support and Test Equipment (S&TE), Training Equipment and Packaging that either need to be developed or modified to satisfy the requirements of the Contract.
Deviation	(Core)	means written authorisation to depart from the originally specified requirements for a product before its production. 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"> <li>a. test requirement,</li> <li>b. process requirement,</li> <li>c. material requirement, and</li> <li>d. quality system requirement.</li> </ul>
document	(Core)	includes: <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>

**ATTACHMENT M**

<b>Term</b>	<b>Status</b>	<b>Definition</b>
Earned Value Management System	(Optional)	means the compliant management system detailed in clause 3.2.4 of the Statement of Work.
Earned Value Management	(Optional)	means the program set out in clause 3.2.4 of the SOW for integrating scope, schedule, and resources and for measuring project performance under the Contract. It compares the amount of work that was planned with what was actually earned and what was actually spent to determine if cost and schedule performance are as planned. It also includes the management action to correct deviations from the plan.
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.
Employee	(Core)	for clause 10.11 of the conditions of contract means an employee of Defence or a member of the Australian Defence Force.
Engineering Information System or EIS	(Optional)	means the Contractor's system, as required under clause 4.5.3 of the SOW, which is used and generated by the systems engineering processes to provide access to the relevant technical information, decisions and rationale that describe the current state of system development and evolution. The EIS includes information produced by the Contractor and Approved Subcontractors.
Engineering Support	(Core)	means the organisation of hardware, software, materiel, facilities, Personnel, processes, and TD needed to enable engineering and design-management services to be competently provided for the Materiel System throughout its life. Engineering Support includes software support.
excepted risk	(Core)	for clause 8.3 of the conditions of contract, has the meaning given by clause 8.3.2.
Exchange Rate	(Optional)	for clause 7.3 of the conditions of contract, has the meaning given by clause 7.3.2
existing equipment	(Core)	for clause 3.2 of the conditions of contract, has the meaning given by clause 3.2.2.
Expendable Item	(Core)	Means items which are expended, or used beyond recovery in normal use that includes items such as ammunition, adhesives, rivets, paint, fuel, lubricant, sealants, sheet metal, lock wire, nuts, bolts, cleaning materials and electrical wiring cables.
Facilities	(Core)	means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated machinery, plant and utilities for the operating, engineering, maintenance, supply, training, and administrative elements of a Materiel System.
Final Acceptance	(Optional)	means acceptance of the Materiel System in accordance with clause 6.5 of the conditions of contract signified by the Commonwealth Representative's signature of the Final Acceptance Certificate.
Final Acceptance Certificate	(Core)	means the certificate issued under clause 6.5 of the conditions of contract and as set out at Annex D of Attachment H.
Foreground IP	(Core)	Means IP which is created under or otherwise in connection with the Contract or any Approved Subcontract (or both), other than Third Party IP.

## ATTACHMENT M

Term	Status	Definition
Function and Performance Specification or FPS	(Core)	means the specification set out in Part A of Annex A to the SOW.
Functional Baseline	(Core)	means documentation describing a system's/segments functional characteristics and the verification required to demonstrate the achievement of those specified functional characteristics. The system or segment specification establishes the functional baseline for the Mission System and Developmental Support System Components.
Glossary	(Core)	means this glossary.
Government Furnished Data or GFD	(Optional)	means the data listed in Annex A to Attachment D under the heading "Government Furnished Data".
Government Furnished Equipment or GFE	(Optional)	means the equipment listed in Annex A to Attachment D under the heading "Government Furnished Equipment".
Government Furnished Facilities or GFF	(Optional)	means the facilities listed in Annex B to Attachment D under the heading "Government Furnished Facilities".
Government Furnished Information or GFI	(Optional)	means the information referred to in Annex A to Attachment D under the heading "Government Furnished Material".
Government Furnished Material or GFM	(Optional)	is the collective name for the GFD, GFE, GFI to be provided to the Contractor under the Contract and which is listed in Annex A of Attachment D.
GST Act	(Core)	for clause 7.11 of the conditions of contract, has the meaning given by clause 7.11.7. The expressions "adjustment note", "taxable supply" and "tax invoice" also have the meanings given by clause 7.11.7.
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" (HSIS).
Imported Content	(Core)	means that part of the Supplies that is not Local Content or Australian Government charges or duties, including GST. This includes that part of the Supplies that is of overseas (other than New Zealand) origin and comprises all associated costs including, but not limited to, international freight and cartage (by other than Australian and New Zealand industry carriers), agent's fees, and overseas storage.
Industry Requirement	(Core)	means the statement in Attachment E describing a capability in technology, skills or equipment supportability terms, which is necessary in Australian New Zealand industry to satisfy Defence requirements.
Information Privacy Principle	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> .
infringement	(Core)	for clause 8.4 of the conditions of contract has the meaning given by clause 8.4.

## ATTACHMENT M

Term	Status	Definition
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 Subcontractor conducts as part of the program of activities for the Contract.
Introduction into Service Training	(Core)	means Training that is designed to train Personnel, who are already competent and qualified on existing equipment, on the new systems being provided under the Contract to enable those Personnel to competently operate and support the new systems. This type of Training would also be provided to Training Personnel.
IP Plan	(Core)	means the plan specified in accordance with clause 3.13 of the SOW and included in Attachment F.
Key Person	(Optional)	means a person filling a Key Staff Position
Key Staff Position	(Optional)	means a project position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the project, as identified in accordance with clause 3.4 of the SOW.
Latent Defect	(Optional)	means a deficiency in design, materials or workmanship not discoverable by reasonable care or inspection prior to Acceptance or Final Acceptance, as the case may be which causes: <ul style="list-style-type: none"> <li>a. a software failure; or</li> <li>b. a failure of Supplies other than software which falls outside the incidence of random failures to be expected from those supplies.</li> </ul>
Life Cycle Cost or LCC	(Core)	means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Mission System and Support System over the Life Of Type (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 planned duration of the service life of the Mission System. For this Contract, the LOT is the period of [...PROJECT TO INSERT PERIOD...] years following Final Acceptance.
Local Content	(Core)	<b>Note to drafters: For when the procurement is a non-covered procurement and is therefore not subject to the Mandatory Procedures in the CPGs.</b> means that part of the Supplies that is value added by Australian and New Zealand industry.
Maintenance	(Core)	means all actions taken to retain material in or restore it to a specified condition or to restore it to serviceability. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment.

## ATTACHMENT M

Term	Status	Definition
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.
Mandated System Review	(Core)	means a System Review that is mandated in the Contract.
Materiel System	(Core)	means the combination of the Mission System and the Support System.
Milestone Payment	(Core)	means a payment of an amount set out in Annex b to Attachment B in respect of a Milestone, made in accordance with clause 7.2 of the conditions of contract.
Mission System	(Core)	means that element of the Capability that directly performs the operational function. For this Contract, Mission System specifically means [...PROJECT TO INSERT...].
Mobilisation Payment	(Optional)	means the payment identified as a Mobilisation Payment in Annex B to Attachment B.
month	(Core)	means a calendar month.
Moral Rights	(Core)	means: <ul style="list-style-type: none"> <li>a. a right of attribution of authorship;</li> <li>b. a right not to have authorship falsely attributed; or</li> <li>c. a right of integrity of authorship.</li> </ul>
National Privacy Principle	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> .
New Resources	(Core)	means Support Resources that require development, and may include Support and Test Equipment, Facilities, new or restructured personnel skills, Training Equipment or Training Materials, new or special transportation systems, new computer resources, and new repair, test, or inspection techniques or procedures to support new design plans or technology.
Non-Development Item	(Core)	means material available from a wide variety of sources (including COTS items). An NDI does not require any development effort to meet specific Commonwealth requirements.
Operational Concept Document	(Core)	Is in Part B of Annex A to the SOW.
Operating Support	(Core)	means the organisation of hardware, software, materiel, facilities, Personnel, processes and TD needed to enable the Mission System to be competently operated throughout its LOT.
Ozone Depleting Substance	(Core)	means any substance identified as having ozone depleting potential in the Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 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.
Personal Information	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> .

## ATTACHMENT M

Term	Status	Definition
Personnel	(Core)	means all staff required to operate, support, and dispose of the Materiel System, including Commonwealth, Contractor (Support), and Subcontractors (Support).
Physical Configuration Audit (PCA)	(Optional)	means the formal examination of the "as-built" configuration of a Configuration Item against its technical documentation to establish or verify the Configuration Item's Product Baseline.
Preventive Maintenance	(Core)	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: <ul style="list-style-type: none"> <li>a. scheduled inspection on-condition tasks;</li> <li>b. scheduled inspection Failure-finding tasks;</li> <li>c. scheduled removal rework tasks; and</li> <li>d. scheduled removal discard tasks.</li> </ul>
Problem Resolution System	(Core)	means the Contractor's closed-loop system, as required under clause 7.1.6 of the SOW, for collecting, classifying, and documenting data in relation to failures, problems and faults, and for defining corresponding corrective actions and V&V activities.
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 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.
Quality	(Core)	means the degree to which a set of inherent characteristics fulfils requirements.
Quality Assurance	(Core)	means that part of Quality Management focused on providing confidence that Quality Requirements will be fulfilled.
Quality Management	(Core)	means coordinated activities to direct and control an organisation with regard to Quality.
Quality Management System (QMS)	(Core)	means a management system to direct and control an organisation with regard to Quality.
Related Body Corporate	(Core)	Has the meaning as given by section 9 of the <i>Corporations Act 2001</i> .

## ATTACHMENT M

Term	Status	Definition
Relevant Period	(Core)	for clause 10.11 of the conditions of contract each of: a. 24 months; b. 12 months; and c. 6 months, before the request for the approval contemplated by 10.11.2 was made.
Repairable Item	(Core)	means an item that when unserviceable can be reconditioned or economically repaired to a serviceable state for further use.
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.
Review	(Core)	in relation to a data item, means the process of verifying that a data item complies with its documented requirements.
Service Provider	(Core)	for clause 10.11 of the conditions of contract, a person, other than an Employee, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.
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 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.
Spare	(Core)	means an item that is a Repairable Item (RI), Breakdown Spare (BDS), or Consumable that is not currently fitted to an end item or system.
Specification	(Core)	a detailed statement of a set of requirements to be satisfied by a material, product, system or process, indicating the procedures for checking compliance with these requirements. It may take the form of either a standard produced for common and repeated use, or a publication, which defines a unique product or process, and may incorporate reference to published standards.
Standard	(Core)	a document, established by consensus and approved by a recognized body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context.

## ATTACHMENT M

Term	Status	Definition
Statement of Work	(Core)	means the statement of the work at Attachment A including the Annexes to the SOW and any specifications referred to in the SOW.
Strategic Industry Development Activity	(Core)	means an activity that: <ul style="list-style-type: none"> <li>a. provides Australian industry with the skills, technology and infrastructure to support the Australian Defence Force and its equipment throughout its service life;</li> <li>b. does not form part of the Supplies; and</li> <li>c. complements specified Local Content in achieving the Industry Requirements.</li> </ul>
Stop Payment Milestone	(Optional)	means a Milestone, identified as a Stop Payment Milestone in Annex B to Attachment B.
Subcontractor	(Core)	means any person that for the purposes of the Contract, furnishes Supplies directly to the Contractor or indirectly to the Contractor through another person and includes Approved Subcontractors; and "Subcontract" has a corresponding meaning.
Subcontractor(S)	(Core)	means a subcontractor to the Contractor (Support).
Supplies	(Core)	means goods and services including Intellectual Property and Technical Data required to be supplied under the Contract and includes items acquired in order to be incorporated in the Supplies.
Supplies Acceptance Certificate	(Core)	means the certificate issued under clause 6.4 of the conditions of contract as set out at Annex F to Attachment H.
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 LOT. Supply Support also includes the Supply Resources of spares, piece parts, consumables and packaging materials.
Support and Test Equipment	(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 Mission System as the case requires.
Support System	(Core)	means the sum of the existing support infrastructure (including that of the Commonwealth, the Contractors (Support) and Subcontractors (Support)) and the additional support elements being generated under the Contract to enable the Mission System to be effectively supported so that can meet its operational requirements. The Support System includes support required for Support System Components.

## ATTACHMENT M

<b>Term</b>	<b>Status</b>	<b>Definition</b>
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.
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 involves the following organisations: the Commonwealth, in-service support contractors (including the Contractor) and in-service 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.
Supportability Related Design Factors	(Core)	means those supportability factors that affect the design of an item. Examples include inherent reliability and maintainability values, testability values, and transportability characteristics.
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).
Sustainment Training	(Core)	means training that is conducted as part of career, trade and specialist courses in the Australian Defence organisation in relation to the Capability.
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 [derived from AS NZS ISO 9000:2000].
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.
Systems Engineering	(Core)	includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program. SE includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning. SE also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration.

## ATTACHMENT M

Term	Status	Definition
Technical Data or TD	(Core)	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 Supplies and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, Source Code, Software Design Data, test results, software and Software Updates and other items describing or providing information relating to the Supplies or their operations.
Technical Integrity	(Optional)	refers to an item's fitness for service, safety and compliance with regulations for environmental protection.
Technical Regulatory Authority	(Optional)	is organisation authorised by a single Service Chief to issue instructions for the technical regulation of a nominated type of Defence materiel.
Third Party IP	(Core)	means that IP which is owned by a party other than the Commonwealth, Contractor or Approved Subcontractors and is embodied in the Supplies, or attaches to the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies, and is not limited to COTS items.
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.
Training Materials	(Core)	means material, not contained in a Publication, necessary for a suitably qualified instructor to effectively and efficiently conduct a sequence of training given a body of students who meet the defined entry requirements. This material includes lesson scripts, assessment instruments (including recording/tracking tools), training aids, student precis, exams, mass briefs, sorties, and, if applicable, computer-based training hardware, software and manuals.
Training Support	(Core)	means the organisation of hardware, software, material, facilities, Personnel, processes, and Technical Data needed to enable training services to be competently provided for the Materiel System.
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 Spare to go through the complete cycle from dispatch to the Contractor, through Contractor repair and return to the Spares inventory ready for use.
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. "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.

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<b>Term</b>	<b>Status</b>	<b>Definition</b>
Warranty period	(Core)	for clause 9.2 of the conditions of contract, has the meaning given by clause 9.2.1.
Work Breakdown Structure (WBS)	(Core)	has the meaning given in DEF(AUST) 5664A – Work Breakdown Structures for Defence Materiel Projects.
Workforce Development Threshold	(Core)	means the minimum percentage of the total ANZ Defence industry staff involved in the Contract, who are required to participate in Workforce Development for the duration of the Contract.
Working Day	(Core)	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.

**4. REFERENCED DOCUMENTS**

<b>Reference</b>	<b>Description</b>
AAP 2002.001	Manual of Training Policies and Procedures
AAP 5030.001	RAAF Publication System – Technical and Non-Technical Manuals
AAP 5102.003	Military Standard 1388-1A/2B and ADF Unique Requirements
AAP 7001.048	ADF Airworthiness Manual
AAP 7001.053	Technical Airworthiness Management Manual
AAP 7001.054	Airworthiness Design Requirements Manual
AAP 7001.059	ADF Aviation Maintenance Management Manual
ABR 6205	NTEAMAN - Naval Test, Evaluation and Acceptance Manual
ABR 6492P	Navy Technical Regulations Manual
ACSI 53	Australian Department of Defence publication -Australian Communications Security Instruction 53
ADFP 561 – Joint Communications	Radio Frequency Spectrum Management
ANSI/AIAA G-043-1992	American National Standards Institute / American Institute of Aeronautics and Astronautics, Guide for the Preparation of Operational Concept Documents, 1993
ANSI/EIA-649	National Consensus Standard for Configuration Management
AS 3925.1	Software Quality Assurance Part 1 : Plans
AS/NZS 3907:1996 (ISO 10007:1995)	Quality Management Guidelines for Configuration Management
AS/NZS 4360 – 1999	Risk Management
AS/NZS ISO 10005:1995	Quality Management – Guidelines for Quality Plans
AS/NZS ISO 8402:1994	Quality Management and Quality Assurance
AS/NZS ISO 9000.2	Quality management and quality assurance standards
AS/NZS ISO 9001:2000	Quality Systems – Model for quality assurance in design, development, production, installation and servicing
AS/NZS ISO 9002:1994	Quality Systems – Model for quality assurance in production, installation and servicing
AS/NZS ISO 9000:2000	Quality Management Systems - Fundamentals and Vocabulary
AS/NZS ISO 9004:2000	Quality Management Systems – Guidelines for Performance Improvements

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Reference	Description
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
AS/NZS 15939:2003 (ISO/IEC 15939:2002)	Information Technology - Software Measurement Process
ASD S1000D	International Specification for Technical Publications Utilizing a Common Source Database
CPGs	Commonwealth Procurement Guidelines – January 2005
	<i>Auditor-General Act 1997</i>
	Copyright Act 1968
	Corporations Act 2001
DEF STAN 05-57	Ministry of Defence, Defence Standard, Configuration Management of Defence Materiel
DEF(AUST) 1000C	ADF Packaging
DEF(AUST) 5085B	Engineering Drawing - Acquisition and Preparation for Defence Equipment
DEF(AUST) 5629A	Production of Military Technical Manuals
DEF(AUST) 5664	Work Breakdown Structures for Defence Materiel Projects - Policy and Guidelines
DEF(AUST) 5679	The Procurement of Computer-Based Safety Critical Systems
DEF (AUST) 5692	Logistic Support Analysis Record Requirements for the Australian Defence Organisation
	Defence Company ScoreCard Policy Statement, July 2001
	Defence IP Policy “ <i>Getting Smarter about Knowledge Rights</i> ”
	<i>Designs Act 2003</i>
DI(AF) AAP 2002.001	Manual of Training Policies and Procedures
DI(AF) AAP 5030.001	RAAF Publication System Technical & Non-Technical Manuals
DI(AF) AAP 7001.006-1	Technical Maintenance Control and Associated Documentation
DI(AF) AAP 7001.006-2	Technical Maintenance Control and Associated Documentation
DI(AF) AAP 7001.025	Configuration Management Manual
DI(G) LOG 03-2	Defence Policy on Acquisition and Management of Technical Data
DI(G) LOG 03-4	Defence Policy on Life Cycle Costing Analysis
DI(G) LOG 4-3-008	Disposal of Defence Assets
DI(G) OPS 07-14	Management of Defence Use of the Radio Frequency Spectrum
DI(G) LOG 4-3-014	Stocktaking of Defence Assets held by Contractors
DI(G) LOG 08-16	Defence Policy on Codification
DI-HFAC-80740A	Human Engineering Program Plan (HEPP) DID
DI-IPSC-81427A	Software Development Plan (SDP) DID
DI-IPSC-81428A	Software Installation Plan (SIP) DID
DI-IPSC-81429A	Software Transition Plan (STrP) DID
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

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Reference	Description
DI-IPSC-81435A	Software Design Description (SDD) DID
DI-IPSC-81436A	Interface Design Description (IDD) DID
DI-IPSC-81437A	Database Design Description (DBDD) DID
DI-IPSC-81438A	Software Test Plan (STP) DID
DI-IPSC-81439A	Software Test Description (STD) DID
DI-IPSC-81440A	Software Test Report (STR) DID
DI-IPSC-81441A	Software Product Specification (SPS) DID
DI-IPSC-81442A	Software Version Description (SVD) DID
DI-SESS-81632	Interface Specification
DI-IPSC-81443A	Software User Manual (SUM) DID
DI-IPSC-81444A	Software Center Operator Manual (SCOM) DID
DI-IPSC-81445A	Software Input/Output Manual (SIOM) DID
DI-IPSC-81446A	Computer Operation Manual (COM) DID
DI-IPSC-81447A	Computer Programming Manual (CPM) DID
DI-IPSC-81448A	Firmware Support Manual (FSM) DID
DIMPI 9/99	Policy for the Payment of Radio Frequency Spectrum Charges
DPPM	<b>Note to drafters: Prior to RFT release and prior to the execution of any resultant contract, this reference should be updated to reflect the versions of the DPPM current at that time. Version number and update number, if applicable, are to be included.</b>  <i>Defence Procurement Policy Manual</i>
DWRM	Defence Workplace Relations Manual
DSM	Defence Security Manual, in force from time to time
EIA-632-1998	Processes for Engineering a System
EIA-649	National Consensus Standard for Configuration Management
EIA-836	Configuration Management Data Exchange and Interoperability
	Equal Opportunity for Women in the Workplace Act 1999
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i>
	Hazardous Substances Information System (HSIS)
IEEE Std 1471-2000	Recommended Practice for Architectural Description of Software-Intensive Systems
	Interim Defence Procurement Complaints Handling Policy
ISO 10007:1995(E)	Quality Management - Guidelines for Configuration Management
ISO 10918	JPEG
ISO 216	Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series
ISO 9001:2000	Quality Management Systems Requirements
ISO/IEC 15939	Information Technology - Software Measurement Process
	Judiciary Act 1903
MIL-HDBK-1467	Acquisition of Software Environments and Support Software
MIL-HDBK-2165	Testability Handbook for Systems and Equipment
MIL-HDBK-217F	Reliability Prediction of Electronic Equipment
MIL-HDBK-46855A	Human Engineering Guidelines for Military Systems, Equipment and Facilities

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<b>Reference</b>	<b>Description</b>
MIL-HDBK-470A	Designing and Developing Maintainable Products and Systems Vol 1 & Vol 2
MIL-HDBK-472	Maintainability Prediction
MIL-HDBK-502	Acquisition Logistics
MIL-HDBK-61A (SE)	Configuration Management Guidance
MIL-HDBK-727	Design Guidance for Producibility
MIL-HDBK-781A	Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production
MIL-HDBK-881	Work Breakdown Structure
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-87268A	Interactive Electronic Technical Manuals: General Content, Style, Format, and User-Interaction Requirements
MIL-PRF-87269	Database Revisable: For the Support of Interactive Electronic Technical Manuals
MIL-STD- 2361A	Interface Standard, Digital Publication Development
MIL-STD-1388-1A	Logistic Support Analysis
MIL-STD-1388-2B	DOD Requirements for a Logistics Support Analysis Record
MIL-STD-1390D	Level of Repair Analysis (LORA)
MIL-STD-1472F	Human Engineering
MIL-STD-1521B	Technical Reviews and Audits for Systems, Equipment and Computer Software
MIL-STD-1629A	Procedures for Performing a Failure Mode, Effects & Critically Analysis
MIL-STD-1818A	Electromagnetic Effects Requirements for Systems
MIL-STD-1840	Automated Interchange of Technical Information
MIL-STD-2165A	Testability Program for Systems and Equipment
MIL-STD-2173	Reliability-Centered Maintenance Requirements for Naval Aircraft, Weapons Systems and Support Equipment
MIL-STD-2549	Configuration Management Data Interface
MIL-STD-38784A	Standard Practice for Technical Manuals: General Style and Format Requirements
MIL-STD-40051A	Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals
MIL-STD-461	Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility
MIL-STD-464	Electromagnetic Environmental Effects Requirements for Systems
MIL-STD-470B	Maintainability Program for Systems and Equipment
MIL-STD-471A	Maintainability Verification/Demonstration/Evaluation
MIL-STD-490A	Specification Practices

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Reference	Description
MIL-STD-704E	Aircraft Electric Power Characteristics
MIL-STD-756B	Reliability Modelling and Prediction
MIL-STD-781D	Reliability Testing for Engineering Development, Qualification & Production
MIL-STD-785B	Reliability Program for Systems and Equipment Development & Production
MIL-STD-882C	System Safety Program Requirements
MIL-STD-961E	Defense and Program-unique Specifications Format and Content
MIL-STD-973	Configuration Management
MIL-STD-974	Contractor Integrated Technical Information Service
MLW 3.4.2	Manual of Land Warfare
MSDI Log 07-1	Maritime Systems Division Instruction, Configuration Management
	NATO Standardisation Agreement (STANAG) 4177
NOHSC: 1008 (2004)	Approved Criteria for Classifying Hazardous Substances (National Occupational Health and Safety Commission (NOHSC))
NOHSC: 10005 (1999)	List Of Designated Hazardous Substances
NOHSC 2011 (1994)	National Code of Practice for the Preparation of Material Safety Data Sheets
	Occupational Health and Safety (Commonwealth Employment) Act 1991
	Ozone Protection Act 1989
	Patents Act 1990
	<i>Privacy Act 1988</i>
	Radiocommunications Act 1992
	RAN Training System Manual
RTCA/DO-178B	Software Considerations in Airborne Systems and Equipment Certification
SAE ARP4754	Certification Considerations for Highly Integrated or Complex Aircraft Systems
STANAG 4177	Codification of Items of Supply - Uniform System of Data Acquisition
TRAMM	Technical Regulation of Army Materiel Manual
	United Nations Convention on Contracts for the International Sale of Goods

**ATTACHMENT M****5. WBS DICTIONARY FOR ELECTRONIC/AUTOMATED SOFTWARE SYSTEM**

<b>WBS Element</b>	<b>Definition</b>
Mission System	<p>This element includes the hardware and software used to accomplish the primary mission of the defence materiel item.</p> <p>This element includes all integration, assembly, test and checkout, as well as all technical and management activities associated with individual hardware/software elements</p> <p>This element also includes the integration, assembly, test and checkout associated with the overall MS. When the electronic/automated software system comprises several MSs, each will be listed separately at level 2.</p>
Support System	<p>This element includes all of the physical support deliverables being generated under the Contract, including any effort associated with the acquisition of, and/or the design, development and production of those physical deliverables.</p> <p>Includes any effort associated with delivery, installation, integration, and check out.</p> <p>Includes the acquisition, design, development and production of any logistics resources associated with those physical deliverables (ie, the logistics resources required for the support of Support System elements such as Facilities, S&amp;TE, etc).</p>
Integrated Logistics Support	<p>This element includes the overall planning, directing, and controlling of the ILS function.</p> <p>This element includes the effort associated with the logistics-analysis processes, the outcome of which result in the identification of the logistics resources (both range and scale) required to support both the Mission System and the Support System.</p> <p>Excludes the acquisition of, and/or the design, development and production of specific Support System Components (eg, S&amp;TE, Facilities, Software Support Environment, Training Equipment and Materials, etc). These activities are covered under the individual Support System elements themselves.</p> <p>Excludes the acquisition, design, development and production of the logistics resources required for the support of the individual Support System elements themselves.</p>
Platform Integration	<p>This element includes the effort involved in providing technical and engineering services to the platform manufacturer or integrator during the installation and integration of the Mission System into the host vehicle.</p>
Project Management	<p>This element includes the business and administrative planning, organising, directing, coordinating, controlling, and approval actions designated to accomplish overall program objectives which are not associated with specific hardware elements and are not included in systems engineering.</p> <p>This element includes cost, schedule, performance measurement management, warranty administration, contract management, data management, vendor liaison, subcontract management, risk, IV&amp;V activities, lifecycle cost, transition to operational service, Australian Industry Capability, intellectual property.</p>

## ATTACHMENT M

WBS Element	Definition
Systems Engineering	<p>This element includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program.</p> <p>This element includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning.</p> <p>This element also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration.</p>
Verification and Validation	<p>This element includes V&amp;V management and infrastructure for both the Mission System and the Support System as well as the actual V&amp;V for all phases of the project.</p> <p>This element includes processes that demonstrate that the engineering design and development process is complete, demonstrate that the design risks have been minimised, demonstrate that the system will meet specifications and determine whether the engineering design is supportable (practical, maintainable, safe, etc.) for operational use.</p> <p>This element includes such tests as system demonstration, flight tests, sea trials, mobility demonstrations, stability tests, qualification operational test and evaluation , etc., and support thereto, required to prove the operational capability of the deliverable system</p> <p>This element also includes logistics testing efforts to evaluate the achievement of supportability goals and the adequacy of the support for the system (e.g., deliverable maintenance tools, test equipment, technical publications, maintenance instructions, personnel skills and training requirements, and software support facility/environment elements).</p>