

PART 3 - DRAFT STATEMENT OF WORK**TABLE OF CONTENTS**

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Notes to drafters: Wherever practicable and acceptable to the Commonwealth, advantage should be taken of existing tenderer and Contractor processes and data in progressing the acquisition.

Standards and DIDs contain mandatory process and product requirements which are invoked by the SOW when the Standard or DID is called up. The full impact of these additional requirements needs to be considered. If a Military or Commercial Engineering Standard or a DID is called up in the SOW, do not repeat the requirements of the Standard or the DID in the SOW.

The compliance of both products and processes will be evaluated throughout the project.

1. SCOPE (CORE)

Note to drafters: This section should include a brief statement of what the SOW covers. (The 'Scope of Work' clause defines the breadth and limitations of the work to be done.) Background information should be limited to only that information needed to acquaint the proposer with the basic acquisition requirement. As this section is not intended to define the formal contractual scope (but is only the scope of the SOW itself), the items listed below should NOT be included in the "Scope" clause:

- a. *Directions to the contractor to perform work tasks.*
- b. *Specification of data requirements.*
- c. *Description of deliverable products.*

1.1 Purpose (Core)

- 1.1.1 The purpose of this SOW is to communicate, to the Contractor, Commonwealth requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background (Core)

Note to drafters: Insert the background to the project that may be useful to the Contractor.

2. GENERAL REQUIREMENTS (CORE)

2.1 Scope of Work (Core)

Notes to drafters: *This section should define the Contractor's overall scope of work under the Contract. This should cover such activities as design, develop, construct, install, integrate, test, verify, model simulate, conduct reviews, etc.*

This section should call up the Commonwealth Description of Requirements (DOR) at Annex A to the RFT draft SOW. The DOR must include specification and operational and support concepts information, as defined in the guidance for Annex A. Drafters must ensure that the Commonwealth requirements, as proposed, provide adequate definition, including of proposed operating and support environments and rates of effort or use, facilities and logistics infrastructure constraints, and any policy implications, etc to enable the tenderers to adequately understand the requirement, and to develop proposed solutions.

Guidance on the preparation of the DOR is provided in the ASDEFCON (Complex Materiel) Handbook Part 3.

This section should address the major product and service deliverables of the program, i.e. it does not include the Contract Data Requirements.

- 2.1.1 The Contractor shall perform all activities necessary to manage, design, develop, construct, integrate, test, deliver, install and commission the Supplies to the Commonwealth in accordance with the Contract.

2.2 Delivery of Supplies (Core)

Notes to drafters: *The following clause is not intended to include exhaustive marking and consignment documentation requirements and should only be further tailored to specify additional requirements when these are required to comply with the applicable regulatory framework.*

The following clauses may be tailored to allow adoption of the Contractor's normal packaging and marking standards, where these are acceptable to the Commonwealth Representative.

- 2.2.1 The Contractor shall ensure that all Supplies are packaged and marked for delivery such that the delivered items comply with appropriate package marking, consignment documentation and documentation language standards as may be necessary to meet the requirements of the Contract.
- 2.2.2 The Contractor acknowledges that DEF(AUST) 1000C Part 5 provides guidance on package marking standards that are acceptable to the Commonwealth.
- 2.2.3 The Contractor shall ensure that secure and legible documentation is affixed to the outside of each package for delivery, with duplicate copies inside at the top of each package, which includes the following information:
- a. the relevant project identifier (project name and number);
 - b. the relevant Commonwealth procurement demand number or contract acceptance and purchase order number;
 - c. the item name;
 - d. the item quantity;
 - e. the name of the supply source;
 - f. the consignment delivery point; and
 - g. the date of dispatch.
- 2.2.4 The Contractor shall ensure that all items delivered to the Commonwealth are accompanied by such certification of conformance from the Original Equipment Manufacturer (OEM) as may be necessary to meet regulatory requirements.

2.3 Deliverable Data Items (Core)

2.3.1 Development and Submission of Data Items

2.3.1.1 The Contractor shall produce, update and deliver all data items to the Commonwealth in accordance with the Contract Data Requirements List (CDRL) at Annex C of this SOW and this clause 2.3.

Note to drafters: Consideration should be given to the delivery of data items via electronic means such as a Contractor Integrated Technical Information Service (CITIS) to effect electronic delivery. Additional clauses will be required to be included to invoke a CITIS. See DI(G)LOG 03-2 (Acquisition and Management of Technical Data) and MIL-STD-974, Contractor Integrated Technical Information Service.

2.3.2 Review, Approval or Non-Approval, and Acceptance of Data Items

2.3.2.1 The Commonwealth Representative will:

- a. review;
- b. Approve or not Approve;
- c. Accept or reject; or
- d. consider a Contract change proposal for approval for;

each data item in accordance with the CDRL and this clause 2.3.

2.3.3 Data Item Review

2.3.3.1 Where the CDRL provides that a data item is to be submitted by the Contractor to the Commonwealth Representative for review, the Commonwealth Representative may provide the Contractor with such comment, information or advice as it considers appropriate to provide. Any comment, information or advice provided:

- a. is intended to be of assistance to the Contractor and shall not be construed as a direction from the Commonwealth Representative to the Contractor;
- b. shall not be taken as Approval or Acceptance of Supplies or work that do not conform to the Contract;
- c. shall not waive any provisions of, or release the Contractor from its obligations under the Contract; and
- d. shall be addressed by the Contractor prior to the System Review at which the data item is applicable or as part of the next update cycle for that data item, whichever is the earlier.

2.3.4 Data Item Approval

2.3.4.1 Where the CDRL requires a data item to be submitted by the Contractor to the Commonwealth Representative for Approval, then the Commonwealth Representative will, within the action period specified in the CDRL, advise the Contractor in writing that the data item is either Approved or not Approved.

2.3.4.2 If the Commonwealth Representative determines that any data item subject to Approval submitted by the Contractor is not in accordance with the requirements of the Contract, the Commonwealth Representative will notify the Contractor accordingly in writing. In such event, the data item shall not be considered to have been submitted and the data item shall be rectified at no additional cost to the Commonwealth.

2.3.4.3 Where, pursuant to clause 2.3.4.1, the Commonwealth Representative provides the Contractor with notice of non-Approval of a data item, then the Commonwealth Representative shall advise the Contractor in writing of the reasons for non-Approval and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered for Approval.

- 2.3.4.4 The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to the context of any or all of the following criteria:
- a. in the judgement of the Commonwealth Representative, the data item submitted by the Contractor is not clearly understandable;
 - b. in the judgement of the Commonwealth Representative, the data item submitted by the Contractor does not provide adequate detail;
 - c. in the judgement of the Commonwealth Representative, the data item submitted by the Contractor is inconsistent with the Contract, including related data items; and
 - d. in the judgement of the Commonwealth Representative, the data item submitted by the Contractor will not meet the objective of the data item.
- 2.3.4.5 The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item which are identified in writing to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.3.4.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.
- 2.3.4.6 Where the Commonwealth Representative provides the Contractor with notice of non-Approval in accordance with clause 2.3.4.1, the Contractor shall, within a period equal to the Commonwealth action period defined in the CDRL for the relevant data item (or within such further period as the Commonwealth Representative may allow), deliver the rectified data item for Approval.
- 2.3.4.7 If, within the time specified under clause 2.3.4.6, the Contractor submits the rectified data item as conforming to the requirements of the Contract, the Commonwealth Representative shall be entitled to exercise the rights provided by this clause 2.3 as if the data item had been submitted by the Contractor for the first time.
- 2.3.4.8 Where, pursuant to clause 2.3.4.1, the Commonwealth Representative provides the Contractor with notice of Approval, then the data item shall have effect in accordance with that Approval and the task comprising the development of that data item shall be deemed to be accomplished.
- 2.3.4.9 Where the Commonwealth Representative fails to furnish to the Contractor notice, in writing, of Approval or non-Approval, pursuant to clause 2.3.4.1, within the period specified in the CDRL, then any delay shall be considered to be delay caused by the Commonwealth and may, where appropriate, entitle the Contractor to claim a postponement of the date for delivery of Supplies pursuant to clause 6.2 of the conditions of contract.

Note to drafters: Consider the resources available and the actual period required to review each data item before inserting periods in the CDRL. Factors to be considered include: the size and complexity of the document; whether a preliminary or draft version would already have been reviewed; the need to involve external agencies or approval authorities; and conflicting requirements e.g., the need to review more than one data item concurrently.

- 2.3.4.10 Approval of a data item by the Commonwealth shall:
- a. be construed as no more than an indication that the data item appears to the Commonwealth Representative to be capable of being used as a basis for further work;
 - b. not be construed as limiting the Contractor's responsibility to provide Supplies in accordance with the requirements of the Contract; and
 - c. not be construed as a waiver of any right under this Contract or any cause of action arising out of any act or omission of the Contractor or its officers, employees, agents and Subcontractors.

2.3.5 Data Item Acceptance

2.3.5.1 Where the SOW or the CDRL provides that a data item is to be submitted for Acceptance, the Contractor shall deliver the data item for Acceptance in accordance with clause 6.1 of the conditions of contract.

2.3.6 Data Items Delivered Under Contract Change Proposals

2.3.6.1 Where the SOW or the CDRL provides that a data item is to be submitted via a Contract change proposal, the Contractor shall deliver the data item in accordance with clause 10.1 of the conditions of contract.

2.3.7 Data Item Updates

2.3.7.1 The Contractor shall maintain the accuracy, completeness and currency of all data items delivered under the Contract in accordance with the CDRL.

2.3.7.2 Where, pursuant to clause 2.3.7.1, changes to any data item become necessary, the Contractor shall submit a proposed amendment to the data item to the Commonwealth.

2.3.7.3 A proposed amendment to any data item shall be subject to the same review and Approval processes specified in this clause 2.3 to the extent of the effect of the proposed amendment.

2.3.7.4 Until a proposed amendment to an Approved data item is Approved, the original data item shall remain in effect.

2.3.7.5 The Contractor shall be liable for all costs associated with data item maintenance, except in those circumstances where the need for maintenance is generated by some action for which the Commonwealth has agreed, in writing, that it accepts responsibility.

2.3.8 Actioning of Data Items

2.3.8.1 The Contractor acknowledges and agrees that:

- a. the timeframes for the delivery of the data items by the Contractor and the actioning of those data items by the Commonwealth in the CDRL have been determined in light of the numbers of personnel within the Commonwealth team available to action the data items delivered by the Contractor;
- b. the Commonwealth's obligations to action the data items within the timeframes described in the CDRL is subject to the Contractor delivering the data items in accordance with the CDRL; and
- c. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to action the data items within the timeframes specified in the CDRL.

2.3.8.2 If at any time the Contractor's delivery of one or more data items changes because of a delay in the Contractor meeting its obligations under the Contract, the Commonwealth shall:

- a. use reasonable endeavours to action the data items within the timeframes described in the CDRL; and
- b. is only required to action data items delivered by the Contractor at the time Commonwealth resources become available to action the data items.

2.3.8.3 The Commonwealth's inability to action the data items within the timeframes described in the CDRL in the circumstances described in clause 2.3.8.2 is not an event beyond the reasonable control of the Contractor for the purposes of clause 6.2.4b of the conditions of contract.

2.4 Hazardous Substances and Ozone Depleting Substances (Core)

Note to drafters: Depending on the nature of the Supplies to be acquired, or where specific requirements are to be mandated by the Commonwealth, drafters may be able to select the appropriate option for Hazardous Substances and Ozone Depleting Substances.

However, where specific requirements are not to be mandated, and there is doubt as to whether such substances may be included in tendered Supplies, both options should be included in the RFT draft SOW. (See Notes to tenderers below.) Depending on the tenderers' responses to the optional clauses, the appropriate options should then be selected for inclusion in the Contract SOW. In this case, the following Note to tenderers should be included in the RFT draft SOW.

Note to tenderers: (Optional) Depending on the tendered supplies, and their acceptability to the Commonwealth, appropriate clause sets for Ozone Depleting Substances and Hazardous Substances, selected from the optional clauses below will be incorporated into the Contract SOW. Tenderers should indicate in their tender response which of the optional clauses are appropriate to their offer.

Option A: For when there is a total prohibition of the use of Ozone Depleting Substances.

2.4.1 The Contractor shall not provide Supplies containing an Ozone Depleting Substance.

Option B: For when only authorised Ozone Depleting Substances may be used in the Supplies.

2.4.2 The Contractor shall not provide Supplies containing an Ozone Depleting Substance except for those substances authorised by the Commonwealth Representative and listed in Attachment [...INSERT ATTACHMENT REFERENCE...] to the conditions of contract.

Option A: For when there is a total prohibition of the use of Hazardous Substances in the Supplies.

2.4.3 The Contractor shall not provide Supplies containing any Hazardous Substances.

Option B: For when only authorised Hazardous Substances may be used in the Supplies.

2.4.4 The Contractor shall not provide Supplies containing or emitting Hazardous Substances except for those substances authorised by the Commonwealth Representative and listed in Attachment [...INSERT ATTACHMENT REFERENCE...] ("authorised substances.") to the conditions of contract.

2.4.5 The Contractor shall:

- a. provide full details of the authorised substances incorporated into the Supplies, including but not limited to location and protective measures adopted, to the Commonwealth in the format of a Material Safety Data Sheet in accordance with CDRL Line Number MGT-1100.
- b. include in all documentation supporting the Supplies clear identification of the nature of the hazard; and
- c. label all Supplies containing the authorised substance to clearly identify the nature of the substance and its associated hazards.

2.4.6 The Contractor shall, no later than seven days after discovery, advise the Commonwealth that the Contractor is aware of a non-Hazardous Substance which could be substituted for the authorised substance content without significant detriment to the performance of the Supplies.

- 2.4.7 To the extent consistent with their function, the Supplies shall not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to personnel, the environment or the operation of other equipment.
- 2.4.8 The Contractor shall be responsible for all materials used by its Subcontractors.

3. PROJECT MANAGEMENT (CORE)

3.1 Contractor's Project Management Arrangements (Core)

Option A: For when acquisition complexity warrants a discrete Contractor Project Management Organisation.

3.1.1 The Contractor shall establish and maintain within its company structure a discrete management organisation (referred to as the 'Contractor's Project Management Organisation') with suitable capability and authority to perform the Contract.

Option B: For when acquisition simplicity warrants only a Contractor Project Manager.

3.1.2 The Contractor shall nominate within its company structure a project manager (referred to as the 'Contractor's Project Manager') with suitable capability and authority to perform the Contract.

3.2 Project Planning (Core)

3.2.1 Project Management Plan

3.2.1.1 The Contractor shall develop, deliver and update a PMP in accordance with CDRL Line Number MGT-100.

3.2.1.2 The Contractor shall manage the project in accordance with the Approved PMP.

3.2.2 Contract Master Schedule

3.2.2.1 The Contractor shall develop, deliver and update a CMS in accordance with CDRL Line Number MGT-110.

3.2.2.2 The Contractor shall use the Approved CMS as the primary schedule for managing the Contract.

3.2.2.3 The Contractor shall use a scheduling software package Approved by the Commonwealth Representative to develop the CMS.

3.2.2.4 Where the Contractor produces the CMS using a software package not held by the Commonwealth Representative, the Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the CMS as required.

3.2.2.5 The Contractor may amend the Approved CMS, without first obtaining the Commonwealth's Approval under clause 2.3.4, as long as:

- a. payments under the Contract are not affected;
- b. the Milestones dates are not affected; and
- c. the ability of the Commonwealth to meet its obligations under the Contract is not affected.

3.2.2.6 Commonwealth Approval of an amendment to the Approved CMS under clause 3.2.2.5 shall be obtained when the next update to the CMS is required, as specified in the CDRL.

3.2.3 Contract Work Breakdown Structure

3.2.3.1 The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL Line Number MGT-120.

3.2.3.2 The Contractor shall manage the Contract in accordance with the Approved CWBS.

3.2.3.3 The Contractor may amend the Approved CWBS below level [...INSERT LEVEL...], without first obtaining the Commonwealth's Approval under clause 2.3.4, as long as:

- a. the amendments are consistent with the Approved CWBS; and

- b. the Commonwealth is notified within 30 days of the changes being made.

3.2.4 Earned Value Management System(Optional)

Note to drafters: As per the requirements of DPPM, projects will utilise Earned Value Management for all DMO Acquisition contracts value exceeds \$20m, however at the Complex Materiel level projects need to determine whether their risk profile would allow for an EVM system exclusion. Drafters should refer to DPPM and seek guidance from PM-EVM.

3.3 Project Monitoring and Control (Core)

3.3.1 Progress Reporting

Note to drafters: There are a number of reports that may be required components of the Project Status Report.

- 3.3.1.1 The Contractor shall prepare and deliver Project Status Reports (PSR) in accordance with CDRL Line Number MGT-300.
- 3.3.1.2 If the Commonwealth notifies the Contractor on the basis of any PSR that the Contractor has failed to maintain satisfactory progress under the Contract, the Contractor shall advise the Commonwealth of the measures proposed to re-establish Contract progress and shall reflect the results of such measures in subsequent PSRs.

3.4 Key Persons Management (Core)

- 3.4.1.1 The Contractor shall identify and update as required, the position/person specifications for Key Staff Positions, in accordance with the PMP (CDRL Line Number MGT-100).
- 3.4.1.2 The Contractor shall reflect, in the affected position/person specification, any changes in duties and responsibilities that result from the replacement or substitution of a Key Person in accordance with clause 3.9 of the conditions of contract.

3.5 Subcontractor Management (Optional)

3.5.1 Subcontractor Planning

- 3.5.1.1 The Contractor shall ensure that all Subcontractors manage their contracts in accordance with their own project management plans.
- 3.5.1.2 Not Used.

3.5.2 Subcontractor Monitoring and Control

- 3.5.2.1 The Contractor shall ensure that the Approved Subcontractors monitor progress against their own plans.
- 3.5.2.2 Not Used.
- 3.5.2.3 The Contractor shall ensure that the Approved Subcontractors implement corrective actions to address any deviations from any plan.

3.5.3 Subcontractor Status Reporting

- 3.5.3.1 The Contractor shall ensure that the Approved Subcontractors prepare and deliver Subcontract status reports to the Contractor at the same intervals that the Contractor reports to the Commonwealth Representative.
- 3.5.3.2 The Contractor shall include the Status Report(s) from Approved Subcontractors as a component of the Project Status Report in accordance with CDRL Line Number MGT-300.

3.6 Risk Management (Core)

- 3.6.1 The Contractor shall develop, deliver and update a Risk Management Plan (RMP) in accordance with CDRL Line Number MGT-400.

- 3.6.2 The Contractor shall conduct the risk management program in accordance with the Approved RMP.
- 3.6.3 The Contractor shall maintain a Risk Register in accordance with the Approved RMP.
- 3.6.4 The Contractor shall update the Risk Register prior to the submission of the Project Status Report (PSR) to ensure that each PSR represents the current status of the project risks.
- 3.6.5 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Risk Register during the Contract period.

3.7 Issue Management (Core)

- 3.7.1 The Contractor shall conduct issue management in accordance with the Approved PMP, with the objective of ensuring that significant issues are addressed in a timely manner.

3.8 Maintenance of Contractual Documents (Core)

3.8.1 Configuration Management of the Contract

- 3.8.1.1 The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.
- 3.8.1.2 The Contractor shall archive all superseded versions of the Contract.
- 3.8.1.3 The exact status of the Contract at any previous time shall be able to be determined from the archived versions of the Contract material.

3.8.2 Subcontract Configuration Management

- 3.8.2.1 The Contractor shall incorporate all changes to its Subcontracts and maintain configured copies of these Subcontracts.
- 3.8.2.2 The Contractor shall archive all superseded versions of Subcontracts.
- 3.8.2.3 The exact status of the Subcontracts at any previous time shall be able to be determined from the archived versions of the Subcontract material.

3.9 Customer Liaison (Core)

3.9.1 Progress Meetings (Optional)

Note to drafters: Regular progress meetings will add to the cost of the project for both the Contractor and the Commonwealth. For lower risk acquisitions using this SOW template, the periodic Project Status Reports, specialist reviews, as required extraordinary meetings and other forms of communication with the Contractor may be sufficient, and regular progress meetings may not be required.

If a need for regular progress meetings is evident, careful consideration should be given to the meeting frequency.

If this option is not selected then the following clause(s) should be deleted and the heading above replaced with 'Not Used'.

- 3.9.1.1 The Contractor shall conduct progress meetings at intervals of no greater than [...INSERT PERIOD...] unless otherwise agreed with the Commonwealth Representative.
- 3.9.1.2 Progress meetings shall be co-chaired by the Commonwealth Representative or nominated representative and the Contractor's Project Manager or nominated representative.
- 3.9.1.3 The Contractor shall prepare and deliver all progress meeting agendas in accordance with CDRL Line Number MGT-500.

- 3.9.1.4 The progress meetings shall not be conducted until the Commonwealth Representative has agreed the time and place of the progress meeting.
- 3.9.1.5 Progress meetings shall be held at the Contractor's premises unless otherwise agreed by the Commonwealth Representative.
- 3.9.1.6 The Contractor shall prepare and deliver minutes for each progress meeting in accordance with CDRL Line Number MGT-510.
- 3.9.1.7 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities, materials and services reasonably required for the conduct of the meeting.

3.9.2 Extraordinary Meetings

- 3.9.2.1 When scheduling extraordinary meetings, the party calling the meeting shall provide the other party with reasonable advance notice of such meetings.
- 3.9.2.2 The Contractor shall conduct extraordinary meetings as agreed by the parties.
- 3.9.2.3 If the Commonwealth Representative calls the meeting, the Commonwealth Representative shall advise the Contractor of the specific requirements for the meeting, the nature of the issues to be discussed, and the requirements for preparation and delivery of associated information by the Contractor.
- 3.9.2.4 If the Contractor calls the meeting, the Contractor shall advise the Commonwealth Representative of the requirements for the meeting, the nature of the issues to be discussed, and the requirements for preparation and delivery of associated information by the Commonwealth.
- 3.9.2.5 The party calling the meeting shall chair extraordinary meetings unless otherwise mandated by the Commonwealth Representative.
- 3.9.2.6 The party calling the meeting shall deliver an agenda to the other parties before each extraordinary meeting as specified in CDRL Line Number MGT-500.
- 3.9.2.7 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities, materials and services reasonably required for the conduct of extraordinary meetings.
- 3.9.2.8 The party that chairs the meeting shall prepare and deliver minutes for each extraordinary meeting in accordance with CDRL Line Number MGT-510.

3.10 Transition into Operational Service (Optional)

Note to drafters: Drafters should consider whether the project will include a Transition activity involving the Contractor, and if so, the need for either a Contractor Transition Plan (CTXP), or whether any low-complexity Transition activities can be adequately addressed in the PMP.

The scope of any Contractor Transition planning, in either the PMP or the CTXP, will be dependent upon a range of factors, including the concept for logistics support (as documented in the Description of Requirement), whether or not the Contractor is proposed to be involved in support (eg, via interim support arrangements), and whether or not a separate Contract (Support) will be enacted with the Contractor.

Transition is a typical area of risk, and drafters should carefully review the potential issues and discuss them with the in-service capability and support managers before deleting these clauses.

The following clauses provide options to allow selection of an approach appropriate to ensure that, where relevant, the Contractor will be an integral part of the Transition process.

If the Contractor will not be involved in Transition activities, this clause should be deleted and the heading replaced with 'Not Used'.

3.10.1 Contractor Transition Planning (Optional)

Option A: For when transition will be complex, and a discrete CTXP will be required.

- 3.10.1.1 The Contractor shall develop, deliver and update, for the period of the Contract, a Contractor Transition Plan (CTXP) in accordance with CDRL Line Number MGT-1000.
- 3.10.1.2 The Contractor shall conduct all of its Transition activities in accordance with the Approved CTXP.

Option B: For when transition will not be complex, and Transition planning aspects can be adequately included in the PMP.

- 3.10.1.3 The Contractor shall conduct all of its Transition activities in accordance with the Approved PMP.

3.10.2 Transition Meeting (Optional)

Notes to drafters: If transition will not be complex, a pre-transition meeting may not be required. Transition should be addressed in Project Status Reports (clause 3.3.1) and be included in the agenda for progress meetings (if clause 3.9.1 is selected) from early in the project. Nevertheless, Transition is typically a risk area for projects, and a Pre-Transition Meeting has the potential to ensure that the task is not being progressed on any false premises, and that associated issues are properly addressed.

If a pre-transition meeting is not to be required, this clause should be deleted and the heading replaced with 'Not Used'.

The timeframe of 120 days in the following clause is indicative only and the Commonwealth Representative should determine an applicable timeframe, depending upon the nature and scope of the Transition activities.

The location of the pre-Transition Meeting (and subsequent meetings) also needs to be determined to ensure that the objectives can be achieved most effectively (e.g. at the address of the in-service support agency).

- 3.10.2.1 At least 120 days before the first Test Readiness Review (TRR) for the Mission System (or other time agreed between the parties), the Contractor shall conduct a Pre-Transition Meeting at the Commonwealth's premises to:
- a. ensure that the Transition responsibilities of the Commonwealth, the Contractor and Subcontractors are well-understood by all parties;
 - b. ensure that the Transition activities of the Commonwealth, the Contractor and Subcontractors are progressing satisfactorily and in accordance with the Approved CMS;
 - c. address risk-mitigation strategies for any Transition-related risks, in accordance with the Approved PMP; and
 - d. address any requisite changes to the Approved [...INSERT 'CTXP' OR 'PMP' AS APPROPRIATE...] as an outcome of the pre-Transition Meeting, including any requirements for subsequent Transition Meetings.
- 3.10.2.2 Subject to clause 3.12.2.1, the Contractor shall organise and conduct the pre-Transition Meeting as an extraordinary meeting in accordance with clause 3.9.2 (Extraordinary Meetings).
- 3.10.2.3 Subsequent Transition Meetings shall also be organised and conducted as Extraordinary Meetings in accordance with clause 3.9.2.

3.10.3 Transition Register (Optional)

Note to drafters: This clause should be selected only if the option for a discrete CTXP is selected at clause 3.12.1.

- 3.10.3.1 The Contractor shall develop, deliver, and update a Transition Register, as defined in the Approved CTPX, in accordance with CDRL Line Number MGT-1010.

3.11 Government Furnished Material Management (Optional)

3.11.1 Delivery and Receipt of GFM (Optional)

- 3.11.1.1 The Commonwealth shall deliver or provide access to GFM to the Contractor at the place and times stated in Annex A to Attachment D of the conditions of contract.
- 3.11.1.2 The Contractor shall acknowledge in writing receipt of the GFM to the Commonwealth Representative within seven days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.
- 3.11.1.3 Where GFM is not accompanied by an issue voucher from the Commonwealth, the Contractor shall report that omission in the acknowledgment of receipt for that GFM.
- 3.11.1.4 The Contractor shall, within 14 days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative:
- a. inspect GFM for defects or deficiencies and any physical damage which impact on, or are likely to impact on, the intended use of the GFM; and
 - b. report in writing its satisfaction or dissatisfaction with the GFM to the Commonwealth Representative.
- 3.11.1.5 Unless otherwise agreed between the parties, the Contractor shall not use GFM which has been found on inspection to be damaged, defective or deficient.
- 3.11.1.6 In addition to the requirement under clause 3.13.1.4, the Contractor shall, within[...INSERT NUMBER OF DAYS...] days prior to the date that any work is to be commenced in relation to the Government Furnished Equipment (GFE), carry out appropriate functional testing to the extent feasible of any GFE item or part thereof to determine that the GFE is serviceable for use as required by the Contract.
- 3.11.1.7 Any deficiency significantly affecting the function of GFE as required by the Contract shall be reported in writing to the Commonwealth by the Contractor within seven days of functional testing, or such other period as may be agreed by the Commonwealth Representative.

3.11.2 Use of GFM (Optional)

- 3.11.2.1 The Contractor shall, in a skilful manner, incorporate the GFM into the Supplies or utilise the GFM in production of the Supplies in accordance with the Contract.
- 3.11.2.2 The Contractor shall return GFM that is not incorporated into the Supplies (other than consumable items of GFM) to the Commonwealth as directed by the Commonwealth Representative.

3.11.3 Care of GFM (Optional)

- 3.11.3.1 The Contractor shall take all reasonable care of GFM in its care, custody or control.
- 3.11.3.2 The Contractor shall provide facilities to store and handle all GFM as it is received.
- 3.11.3.3 The Contractor shall institute, maintain and apply a system for, and comply with the provisions of the Contract and any directions of the Commonwealth Representative, in respect of the accounting for and control, handling, preservation, protection and maintenance of GFM and any installation, setting to work, inspection, test or trial of GFM required under the Contract.
- 3.11.3.4 The Contractor shall carry out such physical stocktakes and certification of the GFM as the Commonwealth Representative may by notice in writing from time to time require.
- 3.11.3.5 The Contractor shall carry out calibration of all GFE requiring such calibration.

Note to drafters: If the GFM requires preventive or periodic maintenance then a clause needs to be added stating that the Contractor shall perform such maintenance.

3.12 Australian Industry Capability Management (Optional)

Note to drafters: This clause is to be included in the RFT if the Contract price is expected to be more than \$5M.

This clause is to be omitted from RFT if the Contract price is expected to be less than \$5M, but may be required to be inserted into Contract documentation, subject to any All commitments by the Contractor arising from requests to a tenderer in accordance with TDR H-1 of the conditions of tender.

If no All commitment is required of the Contractor, these clauses should be deleted and the heading above replaced with 'Not Used'.

Option A: For use when a complex All program is anticipated.

- 3.12.1.1 The Contractor shall comply with the AIC Plan.
- 3.12.1.2 The Contractor shall further develop, deliver and update the AIC Plan in accordance with CDRL Line Number MGT-700.
- 3.12.1.3 Where the Contractor proposes an update to the Approved AIC Plan in accordance with clause 3.14.2, the Contractor shall submit a Contract change proposal in accordance with clause 10.1 of the conditions of contract to incorporate the proposed change into the Contract.
- 3.12.1.4 The Contractor shall develop and deliver AIC Progress Reports in accordance with CDRL Line Number MGT-710.
- 3.12.1.5 Prior to, or following, the submission of the first AIC Progress Report, a review may be conducted by the Commonwealth at the Contractor's premises to assess and verify the:
 - a. implementation of the AIC Plan; and
 - b. adequacy of the Contractor's financial management information system and data collection methods.
- 3.12.1.6 All performance reviews may be undertaken annually by the Commonwealth at the Contractor's premises to verify the nature and level of the work actually performed and the achievement of the AIC Plan as reported by the Contractor. The Contractor shall facilitate any review conducted by the Commonwealth.

Option B: For use when a simple AIC program is anticipated. AIC reporting will be included in the PSR, rather than in separate AIC reports.

- 3.12.1.7 The Contractor shall comply with the AIC Plan.
- 3.12.1.8 Where the Contractor proposes an update to the AIC Plan, the Contractor shall raise a Contract change proposal in accordance with clause 10.1 of the conditions of contract to incorporate the proposed change into the Contract.
- 3.12.1.9 The Contractor shall document AIC progress against the AIC Plan in the AIC Progress Report section of each PSR in accordance with CDRL Line Number MGT-300.

3.13 Intellectual Property Management (Core)

3.13.1 Intellectual Property Plan

- 3.13.1.1 The Contractor shall comply with the IP Plan.
- 3.13.1.2 Where the Contractor proposes an update to the IP Plan, the Contractor shall raise a Contract change proposal in accordance with clause 10.1 of the conditions of contract to incorporate the proposed change into the Contract.

- 3.13.1.3 The Contractor shall document IP progress against the IP Plan in the IP Progress Report section of each PSR in accordance with CDRL Line Number MGT-300.

3.14 Defence Security Compliance (Optional)

Note to drafters: If not required, this clause should be deleted and the heading replaced with 'Not Used'.

- 3.14.1 The Contractor shall ensure that all security procedures, training, facilities, fittings and clearance requests are established and maintained to meet the requirements of clause 10.10 of the conditions of contract.

3.15 Resident Personnel (Optional)

Note to drafters: The need for Resident Personnel will vary significantly from project to project. For acquisitions which have little development or integration activities, Resident Personnel, if any, are likely to be required only during Verification or Acceptance activities.

If no Resident Personnel are to be required, then this clause should be deleted and the heading above replaced with 'Not Used'.

- 3.15.1 RP will be colocated at the Contractor's premises during the Contract. The number of RP, terms of reference, and duration of their colocation are set out in Attachment J to the conditions of contract.
- 3.15.2 The Contractor shall provide and maintain at its premises all of the facilities identified in Attachment J to the conditions of contract and give such assistance as is reasonably required to support the RP.
- 3.15.3 The facilities provided shall be of an equal standard to that provided to Contractor's personnel of similar status, and take into account requirements for health, safety and comfort.
- 3.15.4 The Contractor shall provide all reasonable assistance to facilitate the Commonwealth arranging clearances for Commonwealth personnel requiring access to the Contractor's premises where these premises are located outside Australia.
- 3.15.5 The Commonwealth will comply with, and will require persons afforded access under clause 3.17 to comply with, any relevant Contractor safety and security arrangements and regulations and codes of behaviour that apply to particular Contractor's premises or sites relevant to the Contract.

3.16 Business Resource Planning (Core)

- 3.16.1 The Contractor shall conduct Business Resource Planning in accordance with the Approved PMP to demonstrate that resources are adequate to complete all current and planned work.
- 3.16.2 The Commonwealth shall conduct reviews and audits of the Contractor's progress against the requirements of CDRL Line Number MGT-300.
- 3.16.3 If the Commonwealth considers that the Contractor has not demonstrated adequate resources to continue to maintain satisfactory progress under the Contract, the Contractor shall take remedial action in accordance with clause 3.3.1.3 of the SOW.

3.17 Stocktaking of Contractor Managed Commonwealth Assets (Core)

- 3.17.1 The Contractor shall develop, deliver and update a Commonwealth Assets Stocktaking Plan (CASP) in accordance with CDRL Line Number MGT-100.
- 3.17.2 Without limiting clause 2.3, the Commonwealth Representative will assess the CASP to ascertain whether it is sufficient to discharge Defence's responsibilities to account for its assets, as set out in DI(G) LOG 4-3-014.
- 3.17.3 The Contractor shall

- a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of CMCA; and
 - b. undertake stocktakes and reporting for CMCA,
in accordance with the Approved CASP.
- 3.17.4 The Contractor shall develop and deliver quarterly Commonwealth Assets Stocktaking Reports (CASR) in accordance with CDRL Line Number MGT-300.
- 3.17.5 Without limiting clause 2.3, the Commonwealth will assess the CASR to ascertain whether it sufficiently accounts for the Commonwealth assets in the possession of the Contractor and will at its discretion notify the Contractor whether the stocktaking report is accepted or rejected.
- 3.17.6 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.17.7 The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA where:
 - a. loss of attractive or sensitive items of any value, including weapons and associated controlled repair parts, classified equipment, controlled medical supplies is suspected or confirmed; or
 - b. fraud, theft, or misappropriation is suspected or confirmed; or
 - c. a tolerance reporting threshold of 5% has been exceeded either in:
 - (i) total deficiencies as a percentage of the total stock codes counted; or
 - (ii) the value of discrepancies as a percentage of the total value of all stock codes counted.

4. SYSTEMS ENGINEERING (CORE)

Notes to drafters: The requirements of this clause should apply to the design and development of the Mission System as well as to significant end items of technical equipment that form part of the Support System. These elements should be clearly defined in clause 2.1.

In this SOW, the level of engineering design is minimal, and a broadly scoped DID for the System Engineering Plan (SEMP) may be used. The main purpose of this approach is to avoid over-specification of standards when Contractor's in-house standards and documents will suffice, and to minimise the cost of tendering and management oversight when one plan can accommodate the requirements that might otherwise be covered by several specialist plans.

For this SOW, DID-ENG-MGT-SEMP-2 should be used, which can be used as the governing plan for Systems Engineering, Configuration Management and Verification & Validation activities.

Note to tenderers: Under the philosophy embodied in this SOW, the Commonwealth controls system functional requirements and the Contractor controls the design and product requirements and is responsible for development and maintenance of the lower level development and production of Configuration Item (CI) specifications.

4.1 Systems Engineering Management (Core)

4.1.1 Engineering Organisation and Plan

Note to tenderers: Tenderers may wish to refer to EIA-632 in compiling the SEMP.

- 4.1.1.1 The Contractor shall develop, deliver and update a Systems Engineering Management Plan (SEMP) in accordance with CDRL Line Number ENG-100.
- 4.1.1.2 All engineering plans for the Contract shall be subordinate to the SEMP. The SEMP shall:
 - a. define the scope and purpose of subordinate plans; and
 - b. delineate the interrelationship between subordinate plans.
- 4.1.1.3 The Contractor shall ensure that all Contractor and Subcontractor activities are consistent with the Approved SEMP.

4.1.2 Engineering Schedule

- 4.1.2.1 The Contractor shall develop, deliver and update a time-based schedule of engineering activities as part of the CMS (CDRL Line Number MGT-110).
- 4.1.2.2 The Contractor shall capture all technical milestones, including System Reviews, and their key dependencies in the CMS.

4.1.3 Authorised / Accredited Engineering Organisation (Optional)

Notes to drafters: Drafters should refer to the ASDEFCON (Complex Materiel) SOW Handbook for guidance pertaining to the AEO clauses. If, after reading the guidance, the Contractor is not required to become an AEO, mark this clause as 'Not Used'.

Insert the applicable Technical Regulatory reference into the clause below.

- 4.1.3.1 The Contractor shall ensure that design and engineering activities are performed in accordance with the technical regulatory requirements defined in the [...INSERT TECHNICAL REGULATORY REFERENCE...].
- 4.1.3.2 The Contractor shall develop and deliver an AEO application, in accordance with CDRL Line Number ENG-105 to seek from the Commonwealth Representative, AEO status for the level and scope of engineering and engineering activities required by this Contract.
- 4.1.3.3 AEO status, appropriate to the design and engineering activities required by this Contract, is to be attained within [...INSERT NUMBER IN WORDS AND (NUMBERS)...]

months of the Effective Date and shall be maintained, subject to the conditions of contract, for the duration of the Contract.

4.1.3.4 The Contractor shall ensure that all design and engineering activities are undertaken, whether by the Contractor or a Subcontractor, within the design organisation and procedures described in the latest [...INSERT 'APPROVED AEO APPLICATION' OR 'LETTER OF ENGINEERING AUTHORITY'...] and its subordinate documentation.

4.1.3.5 The Contractor is accountable to the [...INSERT NAME OF APPLICABLE COMMONWEALTH TECHNICAL REGULATORY AUTHORITY...] to ensure that all design and engineering activities provided by subcontractors are performed in accordance with the applicable technical regulatory framework requirements and the requirements of the [...INSERT 'APPROVED AEO APPLICATION' OR 'LETTER OF ENGINEERING AUTHORITY'...] and subordinate documents.

4.1.4 Authorised / Accredited Maintenance Organisation (Optional)

Notes to drafters: Drafters should refer to the ASDEFCON (Complex Materiel) SOW Handbook for guidance pertaining to the AMO clauses. If, after reading the guidance, the Contractor is not required to become an AMO, mark this clause as 'Not Used'.

Insert the applicable Technical Regulatory reference into the clause below.

4.1.4.1 The Contractor shall ensure that maintenance activities are performed in accordance with the technical regulatory requirements defined in the [...INSERT TECHNICAL REGULATORY REFERENCE...].

4.1.4.2 The Contractor shall develop and deliver an AMO application, in accordance with CDRL Line Number ENG-106 to seek from the Commonwealth Representative AMO status for the level and scope of maintenance activities required by this Contract.

4.1.4.3 AMO status, appropriate to the maintenance activities required by this Contract, is to be attained within [...INSERT NUMBER IN WORDS AND (NUMBERS)...] months of the Effective Date and shall be maintained, subject to the conditions of contract, for the duration of the Contract.

4.1.4.4 The Contractor shall ensure that all maintenance activities provided by the Contractor under this Contract are undertaken in accordance with the [...INSERT 'APPROVED AMO APPLICATION' OR 'MAINTENANCE AUTHORITY CERTIFICATE'...] and its subordinate documentation.

4.1.4.5 The Contractor is accountable to the [...INSERT NAME OF APPLICABLE COMMONWEALTH TECHNICAL REGULATORY AUTHORITY...] to ensure that all maintenance activities provided by Subcontractors are performed in accordance with the applicable technical regulatory framework requirements and the requirements of the [...INSERT 'APPROVED AMO APPLICATION' OR 'MAINTENANCE AUTHORITY CERTIFICATE'...] and subordinate documents.

4.1.5 Conduct of System Reviews

Note to tenderers: The intent, where possible, is to encourage progressive development and Commonwealth review of products associated with a particular development phase. The formal System Review meetings should then be a checkpoint that ensures all activities have been addressed.

4.1.5.1 The Contractor shall conduct all Mandated System Reviews and all Internal System Reviews in accordance with the Approved SEMP, ISP or V&VP, as applicable for the subject and objectives of the review.

4.1.5.2 The Contractor shall hold all Mandated System Reviews at the Contractor's premises unless otherwise agreed by the Commonwealth Representative.

Note to drafters: If work on the Contract is being undertaken at a number of locations, consideration should be given to the most suitable location to meet the review objectives (e.g. Contractor or Subcontractor premises).

- 4.1.5.3 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall not enter any Mandated System Review until:
- a. all CDRL items required to be delivered before the review have been delivered, and the Commonwealth Representative considers the CDRL items to be acceptable for the purposes of conducting the review;
 - b. the entry criteria defined in the governing plans for the review have been achieved;
 - c. all action items from any previous reviews affecting this review have been successfully addressed or action plans agreed with the Commonwealth Representative; and
 - d. any pre-requisite activities defined in the Contract have been successfully conducted.
- 4.1.5.4 Prior to each Mandated System Review, the Contractor shall deliver the Agenda for that review in accordance with CDRL Line Number ENG-210.
- 4.1.5.5 Prior to each Mandated System Review, the Contractor shall deliver the Review Package for that review in accordance with CDRL Line Number ENG-220.
- 4.1.5.6 The Contractor shall ensure that Contractor representatives and Subcontractors' representatives participate in each Mandated System Review as appropriate to the subject and objectives of that Mandated System Review.
- 4.1.5.7 The Contractor and the Commonwealth Representative shall co-chair each Mandated System Review.
- 4.1.5.8 Following each Mandated System Review, the Contractor shall deliver minutes of that System Review in accordance with CDRL Line Number ENG-230.
- 4.1.5.9 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall not exit any Mandated System Review until:
- a. the exit criteria defined in the governing plans for the review have been achieved;
 - b. the Minutes of the Mandated System Review have been Approved by the Commonwealth Representative;
 - c. all Contract plans, schedules, and activities for future phases have been reviewed and confirmed as appropriate, realistic and achievable with acceptable risk;
 - d. all major Action Items have been closed;
 - e. all minor Action Items have agreed action plans; and
 - f. the Mandated System Review has achieved its objectives, as defined in the clause and the governing plans relating to that review.
- 4.1.5.10 The Contractor shall not claim completion for a System Review until both the Commonwealth Representative and the Contractor are satisfied that all the exit criteria have been met.

Note to drafters: Although there is normally a limited formal review process at the ASDEFCON (CM) Volume 2 level, the following options may be selected if the Commonwealth Representative requires visibility of the design process.

Option: For use when the Commonwealth may wish to attend the Contractor's Internal System Reviews.

- 4.1.5.11 The Contractor shall invite the Commonwealth to all Internal System Reviews.

Option: For use when the Commonwealth requires visibility of the outcomes of the Contractor's Internal Reviews.

- 4.1.5.12 The Contractor shall provide the Commonwealth visibility of the outcomes of the Internal System Reviews.

4.2 System Definition (Core)

4.2.1 Description of Requirement

Note to drafters: For some types of supplies to be acquired using this template, an OCD and/or FPS may not be available. Because of this the Commonwealth will define its requirements in a 'Description of Requirements (DOR)', to be included at Annex A to the RFT Draft SOW. The DOR may or may not include an OCD or an FPS, but in their absence is to include other documents describing the requirement. Guidance for preparation of the DOR is included in the ASDEFCON (Complex Materiel) Handbook.

4.2.1.1 During the System Definition Phase, and prior to each Mandated System Review, the Contractor shall propose changes to the Commonwealth developed Description of Requirements (DOR) that would address any inconsistencies between the DOR Part B (Operational and Support Concepts) and the System Specification.

4.2.1.2 Where the Contractor proposes to change the DOR Part B in accordance with this clause 4.2.1, the Contractor shall raise a Contract change proposal in accordance with clause 10.1 of the conditions of contract to incorporate the proposed change into the Contract.

4.2.2 System Requirements Validation

4.2.2.1 The Contractor shall develop and validate a set of requirements for the Mission System based on:

- a. the initial Commonwealth requirements as defined by the DOR Part A (Specification);
- b. an analysis of the DOR Part B to extract Commonwealth end-user needs and objectives in the operational context to confirm that all functional and performance requirements and constraints for the Mission System are captured;
- c. the requirements of government regulatory organisations;
- d. other Defence stakeholder requirements as facilitated by the Commonwealth Representative; and
- e. the Contractor's domain experience.

4.2.2.2 The Contractor shall develop, deliver and update the validated Mission System requirements as the System Specification (SS) in accordance with CDRL Line Number ENG-310.

4.2.2.3 In developing and updating the SS, the Contractor shall, in accordance with the Approved SEMP, and as a minimum:

- a. show traceability from each requirement of the original DOR Part A to the SS with rationale for any modifications;
- b. show traceability from each requirement of the SS to both the DOR Part A and the DOR Part B with rationale for any modifications; and
- c. where necessary, refine, with rationale for any modifications, the requirements stated in the original DOR Part A to a level that further defines functional, performance or constraint requirements of the Mission System.

Note to tenderers: The DOR represents DMO's agreement with Defence Capability (or other internal or external) staff on the requirements for the Materiel System to be delivered. As such it is not normally expected to change over the life of the Contract. Where, as a result of the Contractor's development activities and in particular during the system definition phase, the Contractor proposes SS requirements that would be in conflict with Part A of the DOR, the Commonwealth Representative needs to gain internal approval. The following clause is intended to provide the Commonwealth Representative with the mechanism for achieving such approval.

4.2.2.4 Where proposed SS requirements are in conflict with the DOR Part A, the Contractor shall submit an Application for Deviation in accordance with clause 8.4 of the SOW for Commonwealth Representative Approval.

Note to tenderers: The SS is placed on Contract after successful completion of the System Definition Review. The SS is intended to be the basis for the remaining engineering effort of the Contract.

- 4.2.2.5 The Contractor shall submit a Contract change proposal in accordance with clause 10.1 of the conditions of contract to establish the SS as the Functional Baseline for the Mission System and hence the basis for development and Verification of the Mission System.

Notes to drafters: This section defines two reviews, the System Requirements Review (SRR) and the System Definition Review (SDR), which will lead to endorsement of the Mission System specification. At the simplest level, where there is a low and acceptable risk that operational requirements will be misunderstood or require amendment, both reviews may be held simultaneously.

The inclusion of these reviews in this template recognises the importance of sound requirements for project success; hence, even at the lower end of complexity, the reviews should be retained.

4.2.3 System Requirements Review

- 4.2.3.1 At the completion of an initial analysis phase, the Contractor shall hold a Mandated System Review, the System Requirements Review (SRR), in accordance with the Approved SEMP.

- 4.2.3.2 The Contractor acknowledges that the objectives of the SRR are to:

- a. validate that the system requirements for the Mission System are complete and well formulated, both individually and in sets;
- b. ensure that the set of system requirements is consistent with the Commonwealth's intent; and
- c. ensure that both the Commonwealth and the Contractor have a common understanding of the requirements.

4.2.4 System Definition Review

- 4.2.4.1 At the completion of the system definition phase, the Contractor shall hold a Mandated System Review, the System Definition Review (SDR), in accordance with the Approved SEMP.

- 4.2.4.2 The Contractor acknowledges that the objectives of the SDR are to:

- a. demonstrate convergence on, and achievability of, technical requirements for the Mission System; and
- b. demonstrate readiness to initiate the subsequent system design phase for the Mission System.

4.3 System Design (Core)

Note to drafters: This section defines two reviews for this phase, the Preliminary Design Review (PDR) and the Detailed Design Review (DDR), both of which are optional. As the scope and complexity of the expected design activities increase, the need for the Commonwealth to maintain visibility into these design activities also increases. These two reviews provide this visibility.

At a lower level of complexity, both reviews could be conducted at the same time, however as DDR marks the end of the design phase, this review should be considered to have higher precedence than PDR.

4.3.1 Preliminary Design Review

- 4.3.1.1 At the completion of the preliminary design phase, the Contractor shall hold a Mandated System Review, the Preliminary Design Review (PDR), in accordance with the Approved SEMP.

- 4.3.1.2 The Contractor acknowledges that the objectives of PDR are to confirm:
- a. that all subsystem and enabling product building blocks have been defined appropriately;
 - b. that all subsystem building block designs satisfy their parent requirements; and
 - c. that the approaches to the next level have been appropriately planned and that risks are identified with appropriate mitigation plans in place.

4.3.2 Detailed Design Review

4.3.2.1 At the completion of the detailed design phase, the Contractor shall hold a Mandated System Review, the Detailed Design Review (DDR), in accordance with the Approved SEMP.

- 4.3.2.2 The Contractor acknowledges that the objectives of DDR are to demonstrate:
- a. that specifications, drawings and software development documentation have been appropriately defined;
 - b. that building block end product designs satisfy their parent requirements;
 - c. that enabling product requirements have been adequately defined; and
 - d. that the building blocks are either ready for further development, adequately defined for procurement, or adequately defined for fabrication.

4.4 System Implementation (Core)

4.4.1 General

Note to drafters: This section should address any Contract specific requirements relating to system implementation and integration including, for example:

- a. access to and limitations associated with specific Commonwealth facilities, Contractor facilities or Subcontractor facilities;
- b. Commonwealth visibility of integration activities; and
- c. visibility of integration related defects and their closure.

Option: For when site-installation activities on Commonwealth-managed sites, including facilities, are likely to be required.

- 4.4.1.1 The Contractor shall develop, deliver and update a Site Installation Plan (SIP) in accordance with CDRL Line Number ENG-175 to address site-installation activities at Commonwealth-managed sites (including facilities).

4.4.2 Software Development (Optional)

Note to drafters: For very limited software development, a separate Software Management Plan is not warranted. In this case software activities are specified within the SEMP. In such cases, the following clauses will require tailoring to reflect the SEMP as the covering plan.

The software engineering aspects of this SOW have been aligned with ISO 12207 which covers all software life cycle phases. In the case where a Contractor is not involved in software development, but supplies software, the Contractor is still expected to satisfy this SOW for the acquisition and supply life cycle phases of ISO12207 as a minimum. As such, the SEMP is to capture the Contractor's tailoring of ISO12207 and integrate applicable software safety standards including data deliverables, as applicable for the Contract and the Contractor's internal procedures.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

Option: For selection when a separate Software Management Plan is required.

4.4.2.1	The Contractor shall develop, deliver and update a Software Management Plan (SMP) to cover the development of both Mission System and Support System software in accordance with CDRL Line Number ENG-600.
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4.4.2.2 The Contractor shall plan and conduct its software engineering activities in accordance with the requirements of ISO12207, as tailored by the Approved [...INSERT 'SEMP' OR 'SMP'...].

4.4.2.3 The Contractor shall require each Approved Subcontractor to plan and conduct software engineering activities in accordance with the requirements of ISO12207, with appropriate tailoring.

4.4.2.4 The Contractor shall approve Subcontractor tailoring of ISO12207, ensuring it is consistent with the Contract and the level of risk associated with the development.

4.4.2.5 The Contractor shall develop, deliver and update a Software List in accordance with CDRL Line Number ENG-610.

4.4.3 Hardware Development (Optional)

Note to Drafters: If not required, this clause should be deleted and the heading replaced with 'Not Used'.

4.4.3.1 The Contractor shall develop and update hardware development processes and procedures that define the conduct of all Contractor hardware development activities for the Contract.

4.4.3.2 The Contractor shall document all hardware development processes and procedures in the SEMP.

4.4.3.3 The Contractor shall conduct all hardware development activities for the Contract in accordance with the Approved SEMP.

4.5 System Analysis, Design and Development (Core)

4.5.1 Technical Documentation Tree (Optional)

Note to Drafters: If not required, this clause should be deleted and the heading replaced with 'Not Used'. Drafters should note, however, that the TDT is a key design-management data item, and its use is recommended for more complex developmental projects.

4.5.1.1 The Contractor shall:

- a. develop and update a hierarchy of specifications and design documentation, which reflects the hierarchy of System design products; and
- b. document this hierarchy as the Technical Documentation Tree, in accordance with CDRL Line Number ENG-500.

4.5.1.2 The Contractor shall develop and update the specifications and design documentation as defined by the Technical Documentation Tree.

4.5.1.3 The Contractor shall deliver the specifications and design documentation defined by the Technical Documentation Tree, as Design Documentation in accordance with CDRL Line Number ENG-510.

4.5.2 Design Traceability (Optional)

Note to drafters: At the simplest level of design a Requirements Traceability Matrix may not be required, in which case this clause may be marked 'Not Used'.

Full design traceability will not then be available. However, the VCRM will still permit tracking between specified requirements and acceptance of the product.

4.5.2.1 The Contractor shall develop, deliver and update a Requirements Traceability Matrix (RTM), in accordance with CDRL Line Number ENG-400.

- 4.5.2.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the RTM as it develops during the design phases.
- 4.5.2.3 The Contractor shall use the RTM to maintain traceability of all specifications in the Technical Documentation Tree.
- 4.5.2.4 The Contractor shall trace each specification requirement to one or more requirements in the next lower level in the specification hierarchy (downward traceability).
- 4.5.2.5 The Contractor shall trace each specification requirement to one or more requirements in the next higher level in the specification hierarchy (upward traceability).

4.5.3 Engineering Drawings

Note to drafters: This section may mandate or recommend particular standards as guidance such as DEF(AUST) 5085B. The requirements need to address both the level (e.g. Level 2) and the scope (e.g. installation, wiring and rack layout) of engineering drawings.

- 4.5.3.1 The Contractor shall develop, deliver and update a complete set of [...INSERT REQUIRED DRAWING LEVEL...] Engineering Drawings in accordance with CDRL Line Number ENG-700.

4.6 Specialty Engineering (Core)

4.6.1 Growth, Evolution and Obsolescence Program

Note to drafters: This section is needed to address the issues relating to the increasing discrepancy between the lifecycle of COTS equipment and software and the lifecycle of the system, and to ensure that supportability and LCC benefits are obtained from technology insertion opportunities.

- 4.6.1.1 The Contractor acknowledges that the objectives of the Contractor's growth, evolution and obsolescence program are to ensure that:
- a. technology evolution and obsolescence issues are appropriately considered in the design of the Mission System and significant Support System Components;
 - b. the Contractor's design, development and production programs will not deliver equipment that has obsolescence problems at the time of delivery; and
 - c. the Contractor's solutions for the Mission System and significant Support System Components minimise LCC when technology evolution and obsolescence issues are taken into consideration.
- 4.6.1.2 In developing the design solutions for the Mission System and significant Support System Components, the Contractor shall analyse potential areas of growth and technology evolution over the design, development and production phases and Life of Type (LOT) of the systems.
- #### 4.6.1.3 Planning
- 4.6.1.3.1 The Contractor shall conduct the Growth Program in accordance with the Approved SEMP.
- #### 4.6.1.4 Program Activities
- 4.6.1.4.1 The Contractor shall develop, deliver and update a Growth Program Report in accordance with CDRL Line Number ENG-155.

4.6.2 Integrated Reliability, Maintainability and Testability Engineering Program (Optional)

Note to drafters: If not required, this clause should be deleted and the heading replaced with 'Not Used'.

4.6.2.1 Program Objectives

4.6.2.1.1 The Contractor acknowledges that the objectives of the Contractor's Integrated Reliability, Maintainability and Testability (IRMT) engineering program are to simultaneously optimise:

- a. the operational readiness and mission success of the Mission System;
- b. the demand for maintenance manpower and logistic support;
- c. the provision of essential management information; and
- d. the impacts of the IRMT engineering program on overall program cost and schedule.

4.6.2.2 Planning

4.6.2.2.1 The Contractor shall conduct the IRMT engineering program in accordance with the Approved SEMP.

4.6.2.3 Program Activities

4.6.2.3.1 The Contractor shall develop, deliver and update an IRMT Report in accordance with CDRL Line Number ENG-135.

Notes to drafters: Selection of RMT activities will depend on the project requirements. Selection of activities to be specified should be tailored in consultation with the appropriate RAM centre of expertise.

4.6.3 Logistics Engineering (Optional)

4.6.3.1 Logistics Support Analysis Record (LSAR) (Optional)

Note to drafters: If not required, this clause should be deleted and the heading replaced with 'Not Used'.

Option: For when a Logistics Support Analysis Record (LSAR) is being developed and delivered as part of the contract.

4.6.3.1.1 The Contractor shall update the Logistics Support Analysis Record (LSAR) (CDRL Line Number ILS-1060) to reflect the Supportability Related Design Factors for the Mission System.

4.6.4 Human Engineering (Optional)

Note to drafters: This section may mandate or recommend particular Human Engineering (HE) standards as guidance, such as MIL-HDBK-46855A and MIL-STD-1472F. Consideration should be given to:

- a. aligning the choice of these standards with the Contractor's work practices; and
- b. establishing an HE Working Group to develop the relevant system aspects in a joint Commonwealth-Contractor environment as the design progresses.

In the case of aircraft projects, AAP 7001.054 provides relevant guidance.

Often, the high-risk nature of HE and human-computer interaction in particular warrants a more-detailed statement of the Commonwealth's involvement in the HE process. This section of the SOW may need to address:

- a. how the HE requirements may be specified, i.e. what documentation may need to be developed;
- b. the Commonwealth Approval rights over HE documentation; and
- c. Commonwealth visibility of intermediate stages of developing HE solutions to enable wider end-user review and feedback.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

4.6.4.1 The Contractor shall undertake a human factors engineering program in accordance with the Approved SEMP, including determination of physical layout.

- 4.6.4.2 The Contractor shall develop, deliver and update a Human Engineering Program Report in accordance with CDRL Line Number ENG-125.

4.6.5 Electromagnetic Environmental Effects (Optional)

Notes to drafters: *This clause may mandate or recommend particular electromagnetic interference and compatibility standards as guidance, such as MIL-STD-461, MIL-STD-464 and commercial equivalents.*

Consideration should be given to aligning the choice of these standards with the Contractor's work practices and the appropriate regulatory and operational environment for the System.

In the case of aircraft projects, DGTA-SCI must be consulted to establish airworthiness certification requirements. AAP 7001.054 provides relevant guidance.

If not required, this clause should be deleted and the heading replaced with 'Not Used'

4.6.6 Safety

Notes to drafters: *This clause may mandate or recommend particular safety standards as guidance, such as MIL-STD-882C, SAE ARP4754 or DEF (AUST) 5679.*

Software safety including addressing the required integrity levels of System software should be considered as part of an overall safety program. In the case of aircraft, the preferred Commonwealth standard is RTCA/DO-178B. Assuring the required levels of software integrity should be addressed in the SMP.

Consideration should be given to aligning the choice of these standards with the Contractor's work practices.

In the case of aircraft projects, DGTA-SCI must be consulted to establish airworthiness certification requirements. AAP 7001.054 provides relevant guidance.

Note to tenderers: *The tenderer shall identify its proposed software safety standards in the SMP.*

Option A: For use when safety aspects are assessed to be critical.

- 4.6.6.1 The Contractor shall develop, deliver and update a Systems Safety Program Plan (SSPP) in accordance with CDRL Line Number ENG-110.
- 4.6.6.2 The Contractor shall conduct all safety-related activities for the Contract in accordance with the Approved SSPP.
- 4.6.6.3 The Contractor shall develop, deliver and update a Safety Case Report (SCR) in accordance with CDRL Line Number ENG-520.

Option B: For use when safety is assessed to be non-critical and is required to meet normal industry and community standards.

- 4.6.6.4 The Contractor shall ensure that Supplies comply with recognised engineering practice and Australian standards, or International standards acceptable in Australia, to ensure that they are safe in their intended operational use and environment.
- 4.6.6.5 The Contractor shall implement a Systems Safety Program in accordance with the Approved SEMP.
- 4.6.6.6 The Contractor shall develop, deliver and update a Safety Case Report (SCR) in accordance with CDRL Line Number ENG-520.

4.6.7 System Security (Optional)

Note to drafters: This clause is intended to address the design of appropriate security features of the Mission and Support Systems. It should include a security program in accordance with SECMAN 3 or equivalent, development of a security architecture plan, an accreditation plan, issues of timing and Commonwealth involvement.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

4.6.8 Aircraft Type Certification (Optional)

Note to drafters: SOW clauses need to address the contents of the Type Certification Program and associated plan. The Type Certification Plan must present a comprehensive proposal for the aircraft Certification Basis Description (CBD) that allows certification risk to be assessed. This CBD must be prepared in accordance with AAP 7001.054.

In the case of aircraft projects, DGTA-SCI must be consulted to establish airworthiness certification requirements. AAP 7001.054 provides relevant guidance.

In addition to the areas already noted in this SOW template, the following areas must be considered:

- a. Aircraft Structural Integrity;**
- b. Engine Structural Integrity;**
- c. Aircraft Electrical Loads Analysis;**
- d. Stores Clearance; and**
- e. Environmental Control Systems Analysis.**

If not required, the heading above should be replaced with 'Not Used'.

4.6.9 Access to the Radio Frequency Spectrum (Optional)

Notes to drafters: If access to the Radio Frequency Spectrum is likely to be required or may be offered as a 'solution', then the following clauses must be inserted into this section and CDRL Line Number ENG-530 must be included in the CDRL.

Drafters should ensure that technical requirements relating to access to the Radio Frequency Spectrum, including interoperability requirements, are included in the Description of Requirements (DOR). Additionally, drafters should ensure that the operational context and appropriate operational scenarios are included in the Description of Requirements (DOR). Finally, drafters should ensure that any significant Verification requirements are included in any Test Concept Document (TCD).

Drafters should ensure that the requirements pertaining to access to the Radio Frequency Spectrum are harmonised with the related requirements pertaining to Electromagnetic Environmental Effects.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

- 4.6.9.1 The Contractor shall develop, deliver and update an Equipment Certification to Access Radiofrequency Spectrum (ECARS) in accordance with CDRL Line Number ENG-530.**

Note to drafters: If Radio Frequency Spectrum issues are likely to be significant, consideration should be given to including requirements for site surveys and associated survey reports if these requirements are not addressed elsewhere in the SOW (eg in the DOR), or have not been otherwise addressed (e.g. through offer definition activities). A site survey to investigate the likely Radio Frequency Spectrum issues at proposed equipment locations could be a worthwhile activity to include as part of any offer definition phase.

5. INTEGRATED LOGISTICS SUPPORT (CORE)

5.1 Integrated Logistics Support Program (Core)

5.1.1 ILS Program Objectives

- 5.1.1.1 The Contractor acknowledges that the objectives of the Contractor's Integrated Logistics Support (ILS) program are to achieve the following outcomes:
- a. a Mission System that has been designed for supportability;
 - b. a Support System that has been designed to meet the Mission System support requirements, while seeking to minimise Life Cycle Cost (LCC) to the Commonwealth; and
 - c. the implementation of the Support System.

Note to drafters: The following clause should be amended to reflect the exact scope of work required under the Contract. For example, if understanding the Contractor (Support)'s or the Subcontractors (Support)'s support arrangements is not required, then these elements should be deleted. Alternatively, if there are specific Contract/Subcontractor elements in which the Commonwealth is interested (e.g. in-country software support), then the clause should be amended accordingly.

- 5.1.1.2 The Contractor further acknowledges that the scope of the Support System, including the Support Resources, subject to this ILS program includes:
- a. the five Support System Constituent Capabilities:
 - (iii) Operating Support,
 - (iv) Engineering Support,
 - (v) Maintenance Support,
 - (vi) Supply Support, and
 - (vii) Training Support; and
 - b. the organisational entities involved in the provision of support:
 - (i) Commonwealth,
 - (ii) Contractor(Support), and
 - (iii) Subcontractors(Support).

5.1.2 ILS Program Management

5.1.2.1 Planning

Notes to drafters: The following set of ILS program plans should be tailored based on the scope and risks associated with the ILS program. If the Technical Data Plan (TDP) is not included in the Contract, the Integrated Support Plan (ISP) DID ensures that the ISP is required to address Technical Data issues, albeit at a lesser level of detail. However, the TDP should be included in the Contract if the optional CALS clause 5.3.3.4 is used.

- 5.1.2.1.1 The Contractor shall develop, deliver and update the following ILS program plans:
- a. an Integrated Support Plan (ISP) in accordance with CDRL Line Number ILS-100; and
 - b. a Technical Data Plan (TDP) in accordance with CDRL Line Number ILS-1000.
- 5.1.2.1.2 The Contractor shall conduct the ILS program in accordance with the Approved ILS program plans.
- 5.1.2.1.3 The Contractor shall develop a schedule of ILS program activities as part of the Contract Master Schedule (CMS) (CDRL Line Number MGT-110).

5.1.2.2 Mandated System Reviews

Note to drafter: The set of ILS program Mandated System Reviews required by the SOW, including the following clause, should be tailored based on the scope and risks associated with the elements of the ILS program.

5.1.2.2.1 As part of the ILS program, the Contractor shall conduct, or participate in, the following System Reviews in accordance with clause 4.1.5:

a. Mandated System Reviews, as follows:

- (i) SRR for the Mission System, which includes supportability requirements that will affect Support Resource requirements;
- (ii) SDR for the Mission System, which includes supportability requirements that will affect Support Resource requirements;
- (iii) PDR for the Mission System if required under clause 4 of the SOW which includes supportability aspects that will affect Support Resource requirements;
- (iv) DDR for the Mission System if required under clause 4 of the SOW which includes supportability aspects that will affect Support Resource requirements;
- (v) Provisioning Preparedness Review (PPR);
- (vi) Training Readiness Review (TNGRR);
- (vii) Facilities Readiness Review (FACRR);
- (viii) Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA), if required under clause 6 of the SOW, for Support System Components; and
- (ix) Test Readiness Review (TRR) if required under clause 7 of the SOW for Support System Components; and

b. Internal System Reviews.

5.1.2.2.2 The Contractor may conduct those Mandated System Reviews, which form a part of the ILS program, concurrently if the entry criteria, exit criteria, and objectives of those reviews can be simultaneously achieved.

5.1.2.3 Provisioning Preparedness Review (PPR)

Note to drafters: The purpose of the Provisioning Preparedness Review is to review the Recommended Provisioning Lists for Spares, S&TE and Training Equipment, as applicable, prior to formal action to produce or procure these items. If any of these resources are not required, or if the range and quantity of any of these have been determined during requirements definition, tender evaluation or Contract negotiation, and included in the Contract as deliverables, then the following clause must be edited accordingly.

5.1.2.3.1 Prior to producing or procuring any Spares, Support and Test Equipment (S&TE) or Training Equipment, the Contractor shall conduct a Provisioning Preparedness Review (PPR), in accordance with the Approved ISP, with the objective of demonstrating that:

- a. the recommended Spares, S&TE, and Training Equipment will effectively and economically support the Mission System and the Support System in the intended operational and support environments at the operating rates defined in the DOR;
- b. the recommended range and quantity of Spares, S&TE, and Training Equipment are adequate and not excessive; and
- c. Spares, S&TE, and Training Equipment analyses provide sufficient justification to enable the Commonwealth Representative to Approve the Recommended Provisioning List (RPL) (CDRL Line Number ILS-810).

5.1.2.4 Training Readiness Review (Optional)

Note to drafters: If no training program is required from the Contractor (i.e. the Contractor will not provide any training under this Contract and is not involved in set-up of the Commonwealth program) then the following clauses should be deleted and the heading above replaced with 'Not Used'.

Note to tenderers: The objective of the Training Readiness Review is to confirm that all Training elements are in place and functional, to enable Training to proceed effectively.

- 5.1.2.4.1 After delivery and, if applicable, installation of all Training elements, and prior to the conduct of any Training required to be conducted by the Contractor, the Contractor shall hold a Mandated System Review, the Training Readiness Review (TNGRR), in accordance with the Approved ISP.
- 5.1.2.4.2 The Contractor acknowledges that the objective of the TNGRR is to demonstrate that all necessary elements are ready to enable training to commence, including, as applicable, training syllabi, materials, equipment, classrooms, and instructors.

5.1.2.5 Facilities Readiness Review (Optional)

Note to drafters: If the Contractor is not involved in implementing facilities requirements, then the following clauses should be deleted and the heading above replaced with 'Not Used'.

Note to tenderers: The purpose of the Facilities Readiness Review is to confirm that all facilities and facilities works are ready for hand-over to the Commonwealth.

- 5.1.2.5.1 After completing the implementation of all facilities requirements identified, delivery to the Commonwealth, the Contractor shall hold a Facilities Readiness Review (FACRR), in accordance with the Approved ISP.
- 5.1.2.5.2 The Contractor acknowledges that the objective of the FACRR is to demonstrate that the facilities that are new, refurbished, fitted-out, or otherwise modified by the Contractor are complete, ready to occupy, and ready for hand-over to the Commonwealth.

5.2 Logistics Support Analysis Program (Core)

5.2.1 LSA Program Management

- 5.2.1.1 The Contractor shall conduct the LSA program in accordance with the Approved ISP.

5.2.2 Support System Definition

- 5.2.2.1 The Contractor shall develop and deliver to the Commonwealth, proposed amendments to the DOR Part B to address any inconsistencies or deficiencies in the DOR which are revealed by conduct of the ILS program.
- 5.2.2.2 Where the Contractor proposes to change the DOR Part B in accordance with this clause 5.2.2, the Contractor shall submit a Contract change proposal in accordance with clause 10.1 of the conditions of contract to incorporate the proposed change into the Contract.

5.2.3 Support System Synthesis

5.2.3.1 General

- 5.2.3.1.1 For the purposes of this clause 5.2.3, the Commonwealth will consider that Spares, Packaging, Training, Technical Data, S&TE, Facilities, and Personnel have been satisfactorily addressed when the Contractor has demonstrated that the Mission System and Support System may be effectively and economically supported in accordance with the operational and support requirements and concepts defined in the DOR.

Note to drafter: If the Contractor is not required to determine particular Support Resource requirements, then the following SOW clauses relating to those Support Resources are to be replaced with 'Not Used', or amended, as appropriate.

5.2.3.2 Spares, Packaging, Training Equipment and Materials, and Support and Test Equipment

5.2.3.2.1 The Contractor shall analyse and define, in accordance with the Approved ISP, the range and quantity of Spares, Packaging, Training Equipment and Materials, and S&TE for each of the Support System Constituent Capabilities required to satisfy the operational and support requirements and concepts defined in the DOR.

5.2.3.2.2 Not Used.

5.2.3.2.3 The Contractor shall develop, deliver and update a Recommended Provisioning List (RPL) in accordance with CDRL Line Number ILS-810, which documents the required range and quantity of Spares, Packaging, Training Equipment and Materials, and S&TE.

5.2.3.3 Training

Note to drafters: The approved ISP in the following clause needs to be amended to incorporate the standards for training design and development (e.g. AAP 2002.001 (Air Force), Manual of Land Warfare 3.4.2 (Army), RAN Training System Manual Volume 1 (Navy)).

5.2.3.3.1 The Contractor shall conduct the Training program in accordance with the approved ISP and the Approved Training Recommendations Report (TNGRECR).

5.2.3.3.2 The Contractor shall analyse and define, in accordance with the Approved ISP, the types and quantities of Training for each of the Support System Constituent Capabilities required to satisfy the operational and support requirements and concepts defined in the DOR.

5.2.3.3.3 The Contractor shall develop, deliver and update a Training Recommendations Report (TNGRECR) in accordance with CDRL Line Item ILS-910, which documents the required range and quantity of Training.

5.2.3.4 Technical Data

5.2.3.4.1 The Contractor shall analyse and define, in accordance with the Approved [...INSERT ISP or TDP...], the types and quantities of Technical Data for each of the Support System Constituent Capabilities required to satisfy the operational and support requirements and concepts defined in the DOR.

5.2.3.4.2 The Contractor shall develop, deliver and update a Technical Data List (TDL) in accordance with CDRL Line Number ILS-1010, which documents the required range and quantity of Technical Data.

5.2.3.5 Facilities (Optional)

5.2.3.5.1 The Contractor shall analyse and define, in accordance with the Approved ISP the types and quantities of facilities and facilities works for each of the Support System Constituent Capabilities required to satisfy the operational and support requirements and concepts defined in the DOR.

5.2.3.5.2 The Contractor shall develop, deliver and update a Facilities Requirements Analysis Report (FRAR) in accordance with CDRL Line Number ILS-1210, which documents the required range and quantities of facilities and associated works to satisfy the facilities requirements.

5.2.3.6 Personnel

5.2.3.6.1 The Contractor shall analyse and define in accordance with the Approved ISP the types and quantities of Personnel for each of the Support System Constituent Capabilities required to satisfy the operational and support requirements and concepts defined in the DOR.

5.2.3.6.2 The Contractor shall develop, deliver and update a Personnel Resource Requirements List (PRRL) in accordance with CDRL Line Number ILS-1400, which documents the required types and quantities of Personnel.

5.2.3.7 Software Support Requirements (Optional)

5.2.3.7.1 The Contractor shall develop, deliver and update a Software Support Plan (SWSP) in accordance with CDRL Line Number ILS-440 to define the software-support requirements for software components of the Mission System and Support System.

5.2.3.8 Disposal Requirements

5.2.3.8.1 The Contractor shall develop, deliver and update a Disposal Plan (DISP) in accordance with CDRL Line Number ILS-640 to define the disposal requirements for items delivered under the Contract.

5.3 Support System Implementation (Core)

Note to tenderers: The outcome of the LSA program section of the SOW is the identification of all of the logistics resources (Commonwealth, Contractor, Subcontractors, Contractor (Support) and Subcontractors (Support)) that will be required to implement the requisite Support System. This section of the SOW concentrates on a subset of the identified logistics resources, namely:

- a. *those Support Resources that will be delivered to the Commonwealth as Supplies under the Contract, including Training;*
- b. *all of the Technical Data associated with the Contract; and*
- c. *those major Support Resources that will be implemented by the Contractor (or Subcontractors) but not delivered to the Commonwealth as Supplies under the Contract; however, the resources are considered to be of such significance to the Commonwealth that visibility into their development and implementation is required.*

Notes to drafters: Insert the specific date, if applicable, that Support Resources and Training to Personnel need to be provided to the Commonwealth, in the clause below. If not applicable, "in sufficient time" should be used.

5.3.1 General

5.3.1.1 The Contractor acknowledges that Support Resources and Training to Personnel need to be provided to the Commonwealth by (...INSERT SPECIFIC MILESTONE...) to enable the Commonwealth to undertake integration of Support Resources into the existing Commonwealth infrastructure.

Notes to drafters: If the Contractor is not required to implement particular Support Resource requirements, then the following SOW clauses relating to those Support Resources are to be replaced with 'Not Used', or amended, as appropriate.

The Commonwealth may choose to include in the Price and Delivery Schedule at Annex A to Attachment B to the conditions of contract, the range and quantity and delivery requirements of particular Support Resource/s to be delivered to the Commonwealth. If so, the clauses below relating to implementation of those Support Resources are to be replaced with 'Not Used', or amended, as appropriate.

Verification of Support Resources is addressed in the V&V section of this SOW.

5.3.2 Implementation of Spares, Packaging, Training Equipment and Materials, and Support and Test Equipment Requirements

Note to drafters and tenderers: Packaging in this context refers to packaging which is an element of the Supplies which will form part of the Support System, rather than any packaging which is solely required to effect delivery of the Supplies.

5.3.2.1 The Contractor shall design and develop or acquire, as applicable, the Spares, Packaging, Training Equipment and Materials, and S&TE identified for delivery to the Commonwealth in the Approved RPL.

Note to drafters and tenderers: The default situation for ASDEFCON (Complex Materiel) Volume 2 is that Spares, Training Equipment, and S&TE are not included in the initial Contract

Price, and each are subject to a Not To Exceed (NTE) Price provided by the tenderer. All other Support System Components and Training are intended to be included in the initial Contract Price. Refer to the conditions of tender for additional guidance on these NTE prices.

- 5.3.2.2 The Contractor shall deliver the Spares, Packaging, Training Equipment and Materials, and S&TE in accordance with the Approved RPL.
- 5.3.2.3 The Contractor shall install and commission any Training Equipment and S&TE that needs to be installed into Commonwealth facilities, as detailed in the Approved RPL.
- 5.3.2.4 Subsequent to the Approval of the RPL, where the Commonwealth Representative identifies additional Commonwealth Spares and S&TE requirements outside the Not To Exceed (NTE) provisions, the Contractor shall deliver the additional Spares and S&TE at a price not greater than that detailed in the Approved RPL.
- 5.3.2.5 Spares and S&TE requirements identified by the Commonwealth pursuant to clause 5.3.2.4 would be subject to Contract change proposal action in accordance with clause 10.1 of the conditions of contract.

5.3.3 Implementation of Technical Data Requirements

Note to drafters & tenderers: As highlighted in the Note to drafters under clause 5.3, this clause 5.3.3 covers all of the Technical Data associated with the Contract, including internal Contractor Technical Data that is not identified for delivery in either the CDRL or the Approved Technical Data List (TDL). In this context, "delivery" means any one or all of the following:

- a. to the Commonwealth (e.g. in accordance with the CDRL);
- b. into escrow, for those items identified in the Approved TDL for lodgement into escrow (noting that delivery into escrow is considered to be included under delivery to the Commonwealth, but is separately identified here for clarity); and
- c. to the organisations that will be involved in the provision of support to the Mission System and the Support System Components (e.g. Contractor (Support) and Subcontractors (Support)), including to the Contractor and Subcontractors where these entities will have support responsibilities.

5.3.3.1 General

- 5.3.3.1.1 In accordance with clause 5 of the conditions of contract, the Contractor shall design and develop or acquire, as applicable, the Technical Data identified for delivery to the Commonwealth in the Approved Technical Data List (TDL) (CDRL Line Number ILS-1010).
- 5.3.3.1.2 The Contractor shall deliver items of Technical Data, which are not identified in the CDRL but which are identified for delivery to the Commonwealth in the Approved TDL, to the locations detailed in the Approved TDL. If a delivery location is not specified in either the Contract or the Approved TDL, and is not otherwise agreed in writing between the parties, the delivery location for Technical Data shall be the Commonwealth Representative.

5.3.3.2 Continuous Acquisition and Life Cycle Support (Optional)

Note to drafters: If not required, this clause should be deleted and the heading replaced with 'Not Used'.

- 5.3.3.2.1 The Contractor shall deliver items of Technical Data, as identified in the Approved TDL, to the Commonwealth in accordance with the CALS standards specified in the Approved TDP.

5.3.3.3 Publications

Note to drafters: The project team should consider, as part of its considerations under Intellectual Property, whether or not certain publications (eg, deeper maintenance publications) should be placed into escrow if these publications are not being delivered to the Commonwealth.

- 5.3.3.3.1 In accordance with CDRL Line Number ILS-1040, the Contractor shall develop and deliver the publications and the amendments to the existing Commonwealth publications,

which are identified in the Publications Tree in the Approved TDL as either being delivered to the Commonwealth or being placed into escrow.

- 5.3.3.3.2 The Contractor shall Verify and Validate that all publications are accurate, grammatically correct, technically correct, and suitable for use.

5.3.3.4 Codification Data (Core)

Note to drafters: The following clauses comply with the requirements of DI(G) LOG 08-16 Defence Policy on Codification and, accordingly, with Appendix 1 to NATO Standardisation Agreement (STANAG) 4177. These clauses are mandatory for any item of Supply that is repetitively procured, owned, stored or repaired by Defence. Under the Chief Executive Instructions (CEIs), these items need to be registered on the Standard Defence Supply System (SDSS) for asset management and financial reporting purposes.

This clause may be 'Not Used' where identified in Di(G) Log 08-16

If included in the SOW, they should not be changed without the agreement of the National Codification Bureau within the DMO. While the codification clauses may be optional in some instances, they are mandatory for any item of Supply that is repetitively procured, owned, stored or repaired by Defence. Under the Chief Executive Instructions (CEIs), these items need to be registered on the Standard Defence Supply System (SDSS) for asset management and financial reporting purposes.

- 5.3.3.4.1 Unless otherwise agreed, in writing, by the Commonwealth Representative, the Contractor shall deliver Codification Data, in accordance with CDRL Line Number ILS-1050, for all items of Supplies that are not data, services, and Intellectual Property (IP).
- 5.3.3.4.2 The Contractor shall provide or arrange to have provided updating information regarding agreed modifications, design or drawing changes to all Supplies that are not data, services, and IP.
- 5.3.3.4.3 The Contractor shall include the terms of this clause in any Subcontract(s) to ensure the availability of Codification Data to the Commonwealth.
- 5.3.3.4.4 The Commonwealth will utilise the Codification Data provided pursuant to this clause 5.3.3.4 to establish codification by the Commonwealth of the essential characteristics that give any item of Supplies its unique character and differentiate it from any other item.
- 5.3.3.4.5 Where information, which reveals manufacturing processes, is requested pursuant to this clause 5.3.3.4, it may be endorsed by the Contractor as follows: "This document is supplied only to enable codification in the Defence Codification System of the items referred to therein, and for no other purpose. When codification action is completed, this document is to be retained by the Commonwealth."

5.3.3.5 Logistics Support Analysis Record (Optional)

Notes to drafters: If an LSAR is not required (in any form), this clause should be deleted and replaced with 'Not Used'. Drafters should also check the remainder of the SOW to ensure that there are no references to an LSAR.

Select, and modify if necessary, one of the following three clauses depending on the use of a compliant LSAR or the use of an alternative Commonwealth-approved system. Option A is compliant, Option B provides for the exchange of data from a non-compliant Contractor system to a compliant Commonwealth system, while Option C provides for the collection of logistics and configuration data in an alternative format approved for project team and in-service use.

Option A: For when the Contractor utilises a compliant LSAR.

- 5.3.3.5.1 The Contractor shall develop, deliver and update a Logistics Support Analysis Record (LSAR), which is compliant with the data-capture, reporting, and data-transfer requirements of MIL-STD-1388-2B [for Aerospace, AAP 5102.003].

Option B: For when the Contractor utilises a non-compliant LSAR, but exchange of data to a

Commonwealth-compliant LSAR is required.

5.3.3.5.2 The Contractor shall develop, deliver and update an information system that provides for the transfer of logistics support analysis data in an exchange format compliant with the table relationships and data transfer requirements of MIL-STD-1388-2B [for Aerospace, AAP 5102.003].

Option C: For when the Contractor utilises a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth-compliant LSAR.

5.3.3.5.3 The Contractor shall develop, deliver and update an information system that provides for the transfer of Logistics Support Analysis (LSA) data to the Commonwealth in accordance with [...SPECIFY APPROVED FORMAT...].

Option: For when Resident Project Personnel are resident at the Contractor's premises.

5.3.3.5.4 The Contractor shall provide Resident Personnel with real-time, on-line access to the project's logistic data in the Contractor's LSAR.

Note to drafters: The CDRL highlights that the following CDRL Line Number has multiple deliveries, including progressively for review by the Commonwealth and at the end of the Contract, even if the Contractor has provided on-line access to the Resident Project Team.

Option A: For when the Contractor utilises a compliant LSAR or a non-compliant LSAR for which exchange of data to a Commonwealth-compliant LSAR is required.

5.3.3.5.5 The Contractor shall deliver compliant LSAR data transfer files to the Commonwealth in accordance with CDRL Line Number ILS-1060.

Option B: For when the Contractor utilises a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth-compliant LSAR.

5.3.3.5.6 The Contractor shall deliver data transfer files in the approved format, pursuant to clause 5.3.3.5.1, to the Commonwealth in accordance with CDRL Line Number ILS-1060.

5.3.3.5.7 If the Contractor uses a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth compliant LSAR, the Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth to efficiently access and manipulate the LSA data depository as required.

5.3.3.5.8 The Contractor shall ensure that the LSAR is populated with up-to-date data, consistent with the developmental status of both the Mission System and Support System.

5.3.4 Implementation of Training Delivery Requirements

Note to drafters: The locations for the conduct of Contractor provided training, as specified in the following clause, need to be determined based on a cost-effectiveness assessment.

5.3.4.1 The Contractor shall conduct all Contractor provided Training at the following locations:

- a. [...INSERT LOCATION...], and
- b. [...INSERT LOCATION...].

5.3.5 Implementation of Facilities Requirements (Optional)

Notes to drafters: The Commonwealth normally contracts separately for the design and construction of any proposed extension to, or modification or conversion of, existing Commonwealth facilities and any new Commonwealth facilities required by the project. Such activities will be based on the facilities requirements detailed in the FRAR. Nevertheless, it is

acknowledged that, for reasons of cost and project-management efficiency, the Contractor may conduct this activity more effectively. Accordingly, it is recommended that drafters, as part of the RFT, consider the potential benefit of seeking an option for the tenderers to accept responsibility for the development and delivery of all facilities requirements. If this approach is not adopted, the following clauses will require either amendment or deletion.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

- 5.3.5.1 In accordance with the Approved FRAR, the Contractor shall design, develop, construct, install or connect, fit-out and commission those facilities identified for delivery to the Commonwealth by the Contractor.
- 5.3.5.2 The Contractor shall support the Commonwealth's development of those facilities requirements identified as Commonwealth responsibilities in the Approved FRAR.
- 5.3.5.3 In accordance with the Approved FRAR, the Contractor shall design, develop, construct, fit-out, and commission those facilities required by the Contractor and Subcontractors, which do not form Supplies under the Contract.

6. CONFIGURATION MANAGEMENT (CORE)

6.1 Configuration Management Planning (Core)

Notes to drafters: Clause 6.1.1 requiring a Contractor's Configuration Management Plan (CMP) should be used if configuration management of the supplies during design, production or in service use will be significant or critical. Alternatively, the SEMP may be used to cover CM planning aspects, if CM is not anticipated to be a significant or critical aspect of the acquisition. In this case, clause 6.1.1 should be deleted and replaced with 'Not Used'. Other clauses will require amendment also to reflect the use of this other plan.

The Contractor is expected to identify the standard(s) that will be used to define the CM practices for the project. These standards will be reflected in the final Contract. The Commonwealth would consider MIL-STD-973 as an acceptable standard or, for projects subject to the Technical Regulation of Army Materiel Manual (TRAMM), EIA-649 tailored with guidance from the TRAMM. Consideration should be given to aligning the choice of these standards with the Contractor's work practices.

Option: For when the CMP will be the governing plan for the CM program.

6.1.1 The Contractor shall develop, deliver and update a Configuration Management Plan (CMP) in accordance with CDRL Line Number CM-100.

6.1.2 The Contractor shall provide project wide management and coordination of all Contractor and Subcontractor configuration management activities.

6.1.3 The Contractor shall conduct all CM activities for the Contract in accordance with the Approved [...INSERT 'CMP' OR 'SEMP'...].

6.1.4 The Contractor shall ensure that all Subcontractors comply with the requirements of the [...INSERT 'CMP' OR 'SEMP'...] and are integrated into the overall Contractor's CM activities.

6.2 Configuration Identification (Core)

6.2.1 The Contractor shall identify all Configuration Items (CIs) that constitute the Mission System and Support System.

6.2.2 The Contractor shall uniquely identify all documents that disclose the performance, functional and physical attributes of the Mission System and Support System Components, so that they may be accurately associated with the relevant Configuration Baselines.

6.3 Configuration Baselines (Core)

6.3.1 The Contractor shall develop and maintain at least each of the following configuration baselines for the Mission System and for Developmental Support System Components during the Contract:

- a. Functional Baseline;
- b. Allocated Baseline; and
- c. Product Baseline.

6.4 Configuration Control (Core)

6.4.1 The Contractor shall manage configuration changes and variances including their:

- a. identification;
- b. request and documentation;
- c. classification as Major (Class I) or Minor (Class II);

- d. evaluation and coordination; and
 - e. implementation and Verification of the changes.
- 6.4.2 The Contractor shall develop and submit Contract change proposals supplemented by ECPs in accordance with clause 10.1 of the conditions of contract and the Approved [...'CMP' OR 'SEMP'...] to implement changes to Approved Functional and Product Baselines.
- 6.4.3 All changes to a Functional Baseline shall be classified as a Major change.
- 6.4.4 The Contractor shall classify changes to a Product Baseline as either a Major change or a Minor change.
- 6.4.5 The Contractor shall submit all proposed Major changes to the Product Baseline to the Commonwealth for Approval as Contract change proposals supplemented by ECPs.
- 6.4.6 The Contractor shall submit all proposed Minor changes to the Product Baseline to the Commonwealth Representative for review.
- 6.4.7 At the request of the Commonwealth, the Contractor shall resubmit a proposed Minor change to the Product Baseline as a proposed Major change to the Product Baseline in accordance with clause 6.4.5.
- 6.4.8 The Contractor shall, for any proposed change to a baseline, ensure that all baselines will be mutually consistent and compatible.

6.5 Configuration Status Accounting (Core)

Note to drafters: Depending on the logistics support concept, the configuration status accounting system may need to be considered as a deliverable. The drafter should consider the applicability of standards for interchange of CM data such as MIL-STD-2549 and the developing commercial standard EIA-836.

- 6.5.1 The Contractor shall establish and maintain, in accordance with the Approved [...INSERT 'CMP' OR 'SEMP'...], a Configuration Status Accounting (CSA) system that correlates, stores, maintains and provides readily available views of all configuration information relating to those items identified as CIs.
- 6.5.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's Configuration Status Accounting system for the duration of the Contract period.
- 6.5.3 The Contractor shall deliver reports to the Commonwealth from the Contractor's Configuration Status Accounting system in accordance with CDRL Line Number CM-110.

6.6 Configuration Audits (Optional)

Note to drafters: Insert the applicable plan into the following clause.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

- 6.6.1 The Contractor shall conduct a Mandated System Review, the Functional Configuration Audit (FCA), on each delivered Mission System product and Support System Component in accordance with the Approved [...INSERT 'CMP' OR 'SEMP'...].
- 6.6.2 The Contractor acknowledges that the objective of an FCA for an item is to demonstrate that the item's actual performance complies with all elements of its specification.
- 6.6.3 The Contractor shall conduct a Mandated System Review, the Physical Configuration Audit (PCA), on each delivered Mission System product and Support System Component in accordance with the Approved [...INSERT 'CMP' OR 'SEMP'...].
- 6.6.4 The Contractor acknowledges that the objectives of a PCA for an item are to:
- a. confirm that the "as-built" or "as-coded" configuration is consistent with the configuration documentation;
 - b. confirm that the configuration documentation is complete and accurate; and

- c. establish or Verify the Product Baseline for the item.
- 6.6.5 The Contractor shall invite the Commonwealth to witness all System FCAs and PCAs.
- 6.6.6 Unless otherwise advised in writing by the Commonwealth Representative, the Commonwealth Representative or appointed representative(s) shall witness configuration audits that are conducted for the purposes of Acceptance.
- 6.6.7 Unless the Commonwealth Representative has advised that it will not witness a configuration audit in accordance with clause 6.6.6, the Contractor shall not conduct that configuration audit in the absence of Commonwealth witnesses.

7. VERIFICATION AND VALIDATION (CORE)

Notes to drafters: This section should be tailored to match the specifics of the program and acquisition strategy. For systems subject to Test, Evaluation and Acceptance into Naval Service, refer to the Naval Test, Evaluation and Acceptance Manual (NTEAMAN), ABR 6205.

Both Mission System and Support System elements must be considered by the V&V program.

Note to drafters & tenderers: Although this template only provides for the conduct of Verification, the headings and plan title include reference to Validation for document standardisation and management purposes.

Both Mission System and Support System elements must be considered by the V&V program.

7.1 Verification and Validation Management (Core)

7.1.1 General

7.1.1.1 The Contractor acknowledges that the objectives of the V&V program are to demonstrate that Supplies offered for Acceptance comply with the requirements of the Contract.

7.1.2 Verification and Validation Planning

Notes to drafters: Clause 7.1.2.1 requiring a Contractor's V&VP should be used if Acceptance Verification of the Supplies will be a significant or critical task. Alternatively, the SEMP may be used to cover V&V planning aspects if Verification is not anticipated to be a significant or critical aspect of the acquisition. In this case, clause 7.1.2.1 should be deleted and replaced with 'Not Used'. Other clauses will require tailoring as indicated to reflect the use of the appropriate plan.

Option: For when the V&VP will be the governing plan for the V&V program.

7.1.2.1 The Contractor shall develop, deliver and update a V&VP in accordance with CDRL Line Number V&V-100.

7.1.2.2 The Contractor shall conduct all V&V activities for the Contract in accordance with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPROPRIATE ...].

7.1.2.3 Where the Contractor wishes to claim previously conducted Verification activities as precluding the requirement for conduct of further specific Verification activities within the V&V program, the Contractor shall:

- a. develop, deliver and update a Contractor's Previous V&V Results Package in accordance with CDRL Line Number V&V-250; and
- b. include cross references in the [...INSERT 'V&VP' OR 'SEMP' AS APPROPRIATE...] and in the Verification Cross Reference Matrix (VCRM) to details in the Package, as a basis for not conducting the further specific Verification activities.

7.1.3 Verification Cross Reference Matrix

Note to drafters: The VCRM should be used to trace specification requirements to test methods and test results.

Note to tenderers: Previous test results may be offered as proof that a requirement or requirements have been met. Where the Contractor has previously conducted Verification or Validation and the results can be used to verify or validate requirements for the current project, the Contractor should annotate the VCRM accordingly and reference the relevant Contractor's test plan(s), test procedure(s) and report(s).

- 7.1.3.1 The Contractor shall develop, deliver and update a Verification Cross Reference Matrix (VCRM) in accordance with CDRL Line Number V&V-200, which captures the detail of the Verification criteria and status of the Verification activities for each requirement in:
- the Mission System Functional Baseline; and,
 - the Functional Baselines for Support System Components based on a judgement of significance for those components in accordance with the technical regulatory requirements applicable to the Contract.

7.1.4 Test Readiness Reviews (Optional)

Note to drafters: A TRR may be required to precede all Commonwealth formal V&V activities if the complexity of the process is anticipated to warrant this. Each stage of the V&V program should have associated test documentation.

Generally, a TRR should always be used under an Acceptance Verification program, except where the scope of this program is expected to be minimal.

If not required, this clause should be deleted and the heading replaced with 'Not Used'.

- 7.1.4.1 Prior to the commencement of each V&V activity that is conducted for the purposes of Acceptance (hereinafter known as Acceptance V&V (AV&V)), the Contractor shall complete a Mandated System Review, a Test Readiness Review (TRR), in conjunction with the Commonwealth and in accordance with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPROPRIATE...], which:
- confirms the completeness of test procedures;
 - assures that the relevant Mission System or Support System element is ready for testing;
 - assures that any Commonwealth resources required are prepared for formal testing; and
 - assures that the Contractor is prepared for formal testing.

7.1.5 Commonwealth Involvement in AV&V

- 7.1.5.1 The Contractor shall invite the Commonwealth Representative or representatives appointed by the Commonwealth Representative to witness all Mission System and Support System AV&V activities.
- 7.1.5.2 Unless otherwise advised in writing by the Commonwealth Representative, the Commonwealth Representative or appointed representative(s) shall witness Mission System and Support System AV&V activities.
- 7.1.5.3 Unless the Commonwealth Representative has advised that it will not witness a Mission System or Support System AV&V activity in accordance with clause 7.1.5.2, the Contractor shall not conduct that Mission System and Support System V&V activity in the absence of Commonwealth witnesses.
- 7.1.5.4 Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall provide the Commonwealth with at least 20 Working Days advance notice of the start date and time of all Mission System and Support System AV&V activities.

7.1.6 Failure Reporting and Analysis

- 7.1.6.1 For all Verification or other failures that occur during AV&V of the Mission System and Support System Components, the Contractor shall provide the Commonwealth with access to the Contractor's system that:
- collects failure data;
 - defines corrective actions; and
 - identifies the scope of additional Verification activities.

7.1.7 Regression Testing

- 7.1.7.1 If configuration changes are made to the Mission System or Support System Components after starting AV&V, the Contractor shall repeat those tests whose results have been potentially affected by the configuration changes.

7.2 Acceptance Verification (Core)

7.2.1 General

- 7.2.1.1 The Contractor acknowledges that the objective of Mission System and Support System Acceptance Verification is to conduct Verification on equipment that is of the same Hardware and Software configuration as that which will be offered for Acceptance.
- 7.2.1.2 The Contractor shall Validate the test environment and all test equipment used for Mission System and Support System Acceptance Verification in accordance with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPLICABLE...].

7.2.2 Conduct of Acceptance Verification

Note to drafters: If separate Verification phases (e.g. Factory Acceptance Testing and Site Acceptance Testing) are deemed necessary, this clause should identify these phases.

- 7.2.2.1 The Contractor shall Verify that the delivered Mission System complies with the Mission System Functional Baseline.
- 7.2.2.2 The Contractor shall Verify that the delivered Support System Components comply with the requirements specified in the DOR.
- 7.2.2.3 The Contractor shall Verify that the delivered Support System Components comply with their respective specifications.
- 7.2.2.4 Not Used
- 7.2.2.5 The Contractor shall develop, deliver and update Acceptance Test Plans and Procedures (ATP&Ps), in accordance with CDRL Line Number V&V-310, which are necessary for conduct of Acceptance Verification consistent with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPLICABLE...].
- 7.2.2.6 The Contractor shall develop, deliver and update Acceptance Test Reports (ATRs), in accordance with CDRL Line Number V&V-320, which are necessary for conduct of Acceptance Verification consistent with the Approved ATProcs.

8. QUALITY MANAGEMENT PROGRAM (CORE)

Notes to drafter: Quality may be assured by:

- a. *controlling the processes during the production, including design and development, using a Quality Management System (QMS) that has third party accreditation to a recognised standard;*
- b. *Acceptance Verification of the completed product; or*
- c. *a combination of these means.*

An accredited QMS (which will include a Quality Plan for the Contractor's current activities) may be assessed as adequate in itself to assure Quality during the production, including design and development, of the Supplies (or to have assured this, in the case of prior production). Alternatively, a Contract-specific Quality Plan may be required.

Selection of the method of assuring Quality will depend on the value in, or essentiality of, ensuring that a formal QMS either was, or will be applied during production, including design and development, of the Supplies, and whether the Commonwealth requires to Approve, and have direct visibility of, and involvement in, any such QMS. Drafters should be aware of the potentially high cost of requiring a Contractor to introduce Contract-specific documentation and procedures.

There are three choices as follows:

- a. *The Contractor has an accredited QMS; the Contractor provides a Contract-specific Quality Plan, which the Commonwealth Representative is to Approve; the Commonwealth has the right to audit the implementation of the Contractor's QMS on the Contract, and to undertake process and product surveillance and audits. This choice is appropriate for complex or critical production processes, where Quality will be vital to performance of the Supplies, and the Commonwealth requires visibility of and influence on certain Quality management processes and decisions. This choice is implemented by selecting clause 8.1 Option A and clauses 8.2 and 8.3. (If the Supplies have potential to have been manufactured prior to Contract Effective Date, the clause at 8.1.9 facilitates acquisition of supplies previously manufactured under an accredited QMS which meets the Contract requirements.)*
- b. *The Contractor has an accredited QMS; there is no Contract-specific Quality Plan; the Commonwealth has the right to audit the implementation of the Contractor's QMS on the Contract, and to undertake process and product surveillance and audits. This choice is appropriate where Quality management in the production process is critical to performance of the Supplies, but it is assessed that Commonwealth requirements can be, or should have been, met by the Contractor's existing QMS and Plan. This choice is implemented by selecting clause 8.1 Option A and clause 8.3, and deleting clause 8.2. (If the Supplies have potential to have been manufactured prior to Contract Effective Date, clause at 8.1.9 facilitates acquisition of supplies previously manufactured under an accredited QMS which meets the Contract requirements.)*
- c. *There is no requirement for the Contractor to have an accredited QMS; the Commonwealth has no rights for production system or product audit or surveillance activities; the Quality of the Supplies will be assured solely through their V&V. This choice is appropriate where an accredited QMS is not assessed as necessary or appropriate due to the nature of the Supplies, their production environment, or their application, and V&V is assessed as suitable to provide adequate Quality Assurance. This choice is implemented by deleting Option A in clause 8.1 and clauses 8.2 and 8.3 in total.*

Unless otherwise approved by the relevant Technical Regulatory Authority (TRA), contracts for the production of items affecting the Technical Integrity of ADF Materiel (See clause 4.2) are to be placed only with suppliers that have a QMS that has been certified to an internationally accepted standard (equivalent to AS/NZS ISO 9001:2000).

8.1 Contractor Quality Management Responsibilities (Core)

Note to drafter: The option not selected should be simply deleted, and the text box removed from the selected option.

Option A: For when Quality will be assured through the control of production processes:

- 8.1.1.1 The Contractor shall have an established and maintained Quality Management System (QMS), which has been Certified by a Certification Body acceptable to the Commonwealth Representative as meeting the requirements of 'AS/NZS ISO 9001:2000, "Quality management systems – Requirements", at the Effective Date, or other internationally accepted equivalent standard as agreed by the Commonwealth Representative.
- 8.1.1.2 The Contractor shall maintain and apply the QMS agreed in clause 8.1.1 to the production, including design and development, as applicable, of the Supplies and shall inform the Commonwealth Representative of any changes to the Certification status of the Contractor.
- 8.1.1.3 During progress of work under the Contract, the Commonwealth may at its discretion perform Audit and Surveillance activities in relation to the work performed, including any of the following:
- a. System Audit;
 - b. Process Audit; or
 - c. Product Audit.
- 8.1.1.4 The Contractor shall ensure that all Approved Subcontractors have quality management systems which are appropriate to the work required under the Subcontract.
- 8.1.1.5 The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor under clause 8.1.
- 8.1.1.6 For clause 8 of the SOW "Certification" means certification by an organisation accredited by the Joint Accreditation System for Australia and New Zealand (JAS-ANZ), or equivalent international or national certification body acceptable to the Commonwealth (the "Certification Body").
- 8.1.1.7 The Contractor shall maintain records pertaining to the planning and Verification of the quality of the Supplies for a minimum period of seven years after Final Acceptance.
- 8.1.1.8 If all or part of the Supplies have been manufactured or partly manufactured prior to the Effective Date, the Contractor shall demonstrate to the Commonwealth Representative's satisfaction, prior to offering Supplies for Acceptance, that a QMS meeting the requirements of this clause 8.1 was established prior to this manufacture, and maintained and applied throughout this manufacture.

Option B: For when quality will be assured via normal commercial practices.

- 8.1.1.9 The Contractor shall apply its normal quality standards and practices to the production, including development and manufacture, and delivery of the Supplies.

8.2 Quality Plan (Optional)

Notes to drafters: This clause should be used only when clause 8.1 Option A is selected and a Contract-specific Quality Plan is considered necessary. Otherwise, it should be deleted and replaced with 'Not Used'.

Where possible the Commonwealth should align its requirements with the Contractor's Quality Management System.

A requirement for a Contract-specific Quality Plan should not be invoked if the Contractor's Quality management activity under its QMS is considered adequate for the Commonwealth's purposes, noting the clause 8.1.9 provision permitting the Commonwealth to conduct system, process and product audits.

Where Contract activities warrant deviation from the Contractor's QMS, or where the criticality of supplies is such that Contract-specific structures or processes are seen as necessary, the Commonwealth Representative is to ensure that an effective Contract-specific Quality Plan is developed and used by the Contractor to implement the QMS, in accordance with the following clauses.

The Commonwealth Representative should seek advice from the subject matter experts (SB-QA) on whether a Contract-specific Quality Plan is required. SB-QA staff contact details are available on:

http://stagedao.cbr.defence.gov.au/esad/msb/QA/Title_Page.htm

The DID for the Quality Plan has been developed as a generic template that must be tailored to the specific requirements of a Contract. Tailoring of this DID must be done in consultation with SB-QA.

8.2.1 The Contractor shall develop, deliver and update a Quality Plan in accordance with CDRL Line Number MGT-140.

8.2.2 The Contractor shall manage the Contract's Quality Program in accordance with the Approved Quality Plan.

8.3 Quality Systems, Processes and Product Non-Conformances (Optional)

Note to drafter: This clause should be selected if clause 8.1 Option A is selected.

If this option is not required, the clauses below should be deleted and the heading above replaced with 'Not Used'. Drafters should also select the appropriate option in clause 8.3.1b.

8.3.1 If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 8.1 or otherwise that, in relation to the production of the Supplies:

- a. the QMS applied no longer conforms to the Certified QMS;
- b. the processes in use do not conform to the [...INSERT 'APPROVED QUALITY PLAN' OR 'CONTRACTORS QUALITY PLAN'...]; or
- c. the products produced do not conform to the DOR,

then the Commonwealth Representative may notify the Contractor in writing of the details of the non-conformance and require the Contractor to correct the non-conformance within the period specified in the notice.

8.3.2 The Contractor shall take whatever action is necessary to correct a legitimate quality system/process/product non-conformance within the period specified in the notice issued pursuant to clause 8.3.1 or within any period agreed in writing by the Commonwealth Representative, and shall advise the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the Non-Conformance has been corrected.

8.4 Commonwealth Representative Approval of Non-Conforming Supplies (Core)

8.4.1 Where the Contractor seeks to use non-conforming materials or work in the Supplies, it shall submit an Application for Deviation Form SG2, together with all supporting documentation for Commonwealth Representative Approval.

8.4.2 Any approval given by the Commonwealth Representative for the use of non-conforming materials shall not release the Contractor from due performance of any of its obligations under the Contract, except to the extent specifically set out in the Application for Deviation Form SG2.