

---

**Sent:** Sunday, 28 September 2008 12:40  
**To:** White Paper  
**Subject:** WWW Submission: 8. Defence Industry [SEC=UNCLASSIFIED]

Name: Christopher Skinner  
Organisation: DISplay Pty Ltd

Submission: In the most recent formulation of Australia industry policy for Defence there is provision for the basis of Australian industrial participation to be prescribed in a Deed of Agreement between the supplying prime contractor and customer organisation, the DMO. This is a good idea as far as it goes

What has not been defined is the recourse for the DMO in the event the Deed is breached. There has been vague talk about effective sanctions - presumably some administrative slap on the wrist - but there has not been any mention of the common law principles that apply to such agreements.

The DWP should make it clear that a Deed of Agreement is considered a binding contractual instrument and the full range of legal sanctions will be invoked in the event a breach occurs

There has also been a proposal that similar Deeds should be used in the relationships between prime contractors and major sub-contractors and suppliers. The latter have complained that they have been unreasonably disadvantaged on some occasions by the lack of any legally enforceable basis for their participation in tenders for major Defence projects.

The DMO could require that such tenders include the Deeds that have been entered into by the tenderer with suppliers and proposed sub-contractors and that these same Deeds should then become part of the structure of a successful contract with the DMA as a party to such agreements.

This arrangement would give greater certainty to Australian industrial participants and at the same time give effect to the principles of Defence industry policy.

I agree to my submission being published on the Defence website

I agree to my submission being quoted in the Community Consultation Report