

ATTACHMENT A

SCOPE OF SERVICES (CORE)

Note to drafters: Prior to release of the RFT, drafters are to include a description of the scope of Services covered by this Standing Offer.

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

ATTACHMENT B

LABOUR RATES (CORE)

Note to tenderers: Attachment B will consist of an amalgamation of the Labour Rates table at Annex C-2 to the conditions of tender, the successful tenderer's response and any negotiated adjustments.

ATTACHMENT C

TASKING STATEMENT (CORE)

Note to drafters: Tasking Statements can only be drafted for those Services that are within the Scope of Services at Attachment A.

To: [INSERT CONTRACTOR]	
Please provide a Quotation for the provision of Services as per the following:	
Deed of Standing Offer:	
Project Number/Title (If Applicable):	
Security Classification (If Applicable):	
Security Categorisation (If Applicable):	
Security Guidance (If Applicable):	
Labour Category (If Applicable):	
Background:	
Task Description:	
Task Objective:	
Required Start Date:	Required Completion Date:
Task Deliverables:	
Allowances:	
Supplementary Conditions:	
Documents Enclosed:	
Date Quotation Required:	
Payment Basis:	

Authorised Officer Details:		
Name:		
Appointment:		
Division/Branch/Section:		
Telephone:	Fax:	E-mail:
Address:		
Signature:		Date:

ATTACHMENT D

OFFICIAL ORDER (CORE)

The Official Order, once executed by the Commonwealth and delivered in accordance with the **[INSERT STANDING OFFER NAME AND NUMBER]**, will constitute acceptance by the Commonwealth of the Contractor's offer to supply the Services specified in this Official Order.

The conditions in the **[INSERT STANDING OFFER NAME AND NUMBER]**, this Official Order and any other documents expressly referred to in this Official Order as forming part of the Official Order, together constitute a Contract between the Commonwealth and the Contractor.

Purchase Order Number:	[INSERT NUMBER]
Contract Date: (Official Order will be in accordance with clause 1.7 of the Deed)	[INSERT DATE]
Contractor Details:	[INSERT NAME OF CONTRACTOR] [INSERT A.B.N/A.C.N AND A.R.B.N (IF APPLICABLE)] [INSERT ROMAN VENDOR NUMBER] [INSERT POSTAL ADDRESS AND EMAIL] [INSERT PHONE AND FAX NUMBERS].
Commonwealth Details:	[INSERT NAME OF AUTHORIZED OFFICER] [INSERT POSTAL ADDRESS AND EMAIL] [INSERT PHONE AND FAX NUMBERS].

Note to tenderers: The Official Order will consist of an amalgamation of this attachment and the successful tenderer's Quotation.

Note to drafters: This attachment provides example clauses only for writing a Statement of Work.

1. INTRODUCTION (CORE)
 - 1.1 **[INSERT SUMMARY OF REQUIREMENT]**
 - 1.2 **[INSERT BACKGROUND TO REQUIREMENT]**
2. STATEMENT OF WORK (CORE)

Note to drafters: There should be nothing in the Statement of Work that is not covered or could not be covered by the requirements of the standing offer as set out by the tenderer in Table 1 of Annex C of the conditions of tender. It is usual to either set a services Contract up so that the Contractor is conducting the work in phases, or else is performing specific duties. Detailed below are two examples of drafting SOWs to reflect this need. Please note the following example assumes that there is no right for the Commonwealth to terminate the Contract at the completion of each phase.

ATTACHMENT D

Option A: For when a Contractor is performing a specific task (produce a report etc) use the following clauses or similar.

- 2.1 The Contractor shall undertake the work in the following phases:
 - a. Phase 1: **[INSERT DETAILS];**
 - b. Phase 2: **[INSERT DETAILS];**
 - c. Phase 3: **[INSERT DETAILS];** etc
- 2.2 Phase 1: **[INSERT DETAILS OF PHASE/NAME]**
 - a. The Contractor shall.....
 - b. The Contractor shall.....
- 2.3 Phase 2: **[INSERT DETAILS OF THE PHASE/NAME]**
 - a. The Contractor shall.....
 - b. The Contractor shall.....
- 2.4 The Contractor shall perform the Services at **[INSERT LOCATION]**.

Option B: For when a Contractor is not performing a specific task use the following clauses or similar.

- 2.5 The Contractor shall:
 - a. **[INSERT DETAILS AS APPROPRIATE (eg, "shall provide general Project Management and ILS advice on the Project")];** and
 - b. draft and staff documentation including:
 - (i) **[INSERT DETAILS AS APPROPRIATE (eg, "ILS Plans and / or Transition Plans")];** and
 - (ii) **[INSERT DETAILS].**
- 2.6 The Contractor shall perform the Services at **[INSERT LOCATION]**.

3. DELIVERABLES (CORE)

Option A: For when a Contractor is performing a specific task (produce a report etc) use the following clauses or similar.

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

No.	Deliverable	Location	SOW Ref	Delivery Date
1				
2				
3				

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

ATTACHMENT D

Option B: For when a Contractor is not performing a specific task use the following clause or similar.

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

3.3 [DESCRIBE THE SERVICES (eg, “the Contractor shall provide deliverables on an ongoing basis as directed by the Authorised Officer”)].

4. KEY PERSONS (CORE)

4.1 The Key Persons identified for the performance of the Contract are:

Name	Task Title/ Duties	Labour Category (if applicable)

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

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

4.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from any day within the two week period that starts on the Saturday before Christmas Day; or if Christmas Day falls on a Saturday, Christmas Day.

5. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

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

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

Item	Date Required	Location Required	Remarks/Intended Purpose

6. BASIS OF PAYMENT (CORE)

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

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

ATTACHMENT D

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

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

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

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

- 6.4 Subject to clause 5 of the conditions of deed, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the Labour Rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause 7:

Labour Category	Estimated Allowable Hours	Labour Rates (GST Inclusive)

- 6.5 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.
- 6.6 Notwithstanding clause 6.4 above, and subject to clause 8.3 of the conditions of deed, the Contractor shall provide the Services for a Contract Price which shall not exceed **(INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE)**.

7. REIMBURSABLE EXPENSES (CORE)

Note to drafters: Drafters should choose one of the following clauses. Information on travelling allowances is available from the Defence travel website:

- <http://drnet.defence.gov.au/DSRG/DefenceTravel/pages/Home.aspx>.

Option A: For when no expenses will be reimbursed.

- 7.1 No expenses shall be reimbursable under the Contract.

ATTACHMENT D

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

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

- 7.2 The following expenses shall be reimbursed to the Contractor under the Contract:
 - a. If the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence travelling allowance rates which have been adjusted to include an element for GST. All claims for such reimbursements shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence travelling allowances. As an alternative to reimbursement of such expenses, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.
 - b. **(INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE).**
- 7.3 If the Contractor is required to travel under an Official Order, the hours spent travelling are not billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under an Official Order does not constitute a reimbursable expense.
- 7.4 If requested by the Authorised Officer, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.

8. EXECUTION (CORE)

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature)	(print name and position)	(date)
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In the presence of:

(signature)	(print name)	(date)
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ATTACHMENT E

ADJUSTMENTS (OPTIONAL)

Note to drafters: This attachment must be included if Option B is selected at clause 2 of Annex C to the COT.

Drafters must ensure that this attachment contains Defence's preferred indices. See the Note to drafters below at clause 2 for information on selecting preferred indices.

1. ADJUSTMENTS FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS

1.1 The prices shall be subject to annual adjustment in accordance with the following formula:

$$AUP = EDP \times \frac{V}{V_0}$$

where:.

- AUP = Adjusted Price
- EDP = Price at Effective Date, as adjusted for changes to the Deed expressed in Base Date prices
- V = the index number for the quarter preceding the quarter containing the applicable Adjustment Date
- V₀ = the index number for the quarter containing the Base Date; and the index number to be used in the formula is the first published index number for the relevant quarter.

2. INDEX

Note to drafters: ASDEFCON (Standing Offer for Services) is based on an assumption that only one index needs to be applied. If the prices for different items of Services are to be adjusted with reference to different indices, or a formula which applies to more than one index is considered necessary, the template must be amended.

Drafters should contact the FIS if they require further assistance.

Note to tenderers: The only Input based (cost of labour) index acceptable to the Commonwealth is ABS catalogue 6345 'Wage Price Index'. Tenderers should note that agreements reached as a result of work place enterprise bargaining are not considered to be awards for the purposes of the formula set out in Attachment E to the draft conditions of deed.

2.1 The designated index shall be as follows:

Index	Table/Group (ABS Catalogue)	Series ID
Labour Index	9b: Ordinary Hourly Rates of Pay Excluding Bonuses	6345: Wage Price Index

ATTACHMENT F

CONFIDENTIAL INFORMATION AND REPORTING (CORE)

Note to drafters: Drafters must review their draft Deed to determine if it contains commercial information that meets the Confidentiality Test. Drafters should then review the examples provided below, prior to release of the RFT, and complete the tables as appropriate. Commercial Information claimed to be confidential must be assessed against the Confidentiality Test and only information that meets this test can be included in this Attachment. Only the information in this Attachment can be considered for reporting confidentiality provisions on AusTender and for Senate Order 192.

Note to tenderers: This Attachment will consist of the successful tenderer's response to this Attachment and any negotiated adjustments.

The Commonwealth's policy on the identification of Confidential Information, including the 'Confidentiality Test', is contained on the Department of Finance (DoF) website at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>. The following four criteria comprise the 'Confidentiality Test', and must all be met before commercial information will be considered to be Confidential Information:

- a. **Criterion 1: The information to be protected must be specifically identified;**
- b. **Criterion 2: The information must be commercially sensitive;**
- c. **Criterion 3: Disclosure would cause unreasonable detriment to the owner of the information or another party; and**
- d. **Criterion 4: The information was provided with an express or implied understanding that it would remain confidential.**

The period of confidentiality must be specified for each item (eg. for the period of the Deed, a period specified in the Deed). It should not be for an unlimited period.

Pricing provisions in Attachment B must only be listed in this attachment if they meet the Confidentiality Test.

Item	Clause Title	Reason for classification	Party for whom the information is Confidential	Period of Confidentiality
Confidentiality (Contract)				
Conditions of Contract, for example				
Clause 6.3 (i.e. Liability cap dollar amount only or a non standard template liability regime.)	Limitation of Liability	Contains details about liability regime that meets the DoF Confidentiality Test	Contractor	
(Any clauses which are non standard template clauses and that meet the DoF Confidentiality Test)	Insert relevant clause title	Insert relevant reason that meets the DoF Confidentiality Test	Insert name of party	
Attachments, for example				
Attachment B: (Insert only commercially sensitive information)	Labour Rates	Contains details about commercially sensitive pricing information that	Contractor	

ATTACHMENT F

		is not in the public domain (including profit margins and the underlying price basis. The total Contract price is not generally considered Confidential Information)		
Confidentiality (Outputs)				
Contract deliverable	(Insert name of document, including specific section/s)		Contractor / Commonwealth	

ATTACHMENT G

CONTRACT MATERIAL RIGHTS SCHEDULE (CORE)

Note to tenderers: Attachment G defines any restrictions on the rights granted under the Contract to Use or grant sublicences in respect of Contract Material. Attachment G will consist of an amalgamation of information contained in this Attachment G, the successful tenderer's response and any negotiated adjustments.

Unique Line Item Description	Owner or Licensor	Description of Contract Material	Restrictions on Commonwealth's rights to sublicense the Contract Material (COD, clause 5.2.1b.)	Justification for Restriction(s)
(a)	(b)	(d)	(e)	(f)
<i>Example: G-1-1</i>	<i>Contractor</i>			
<i>Example: G-1-2</i>	<i>Contractor</i>			

ATTACHMENT H

GLOSSARY (CORE)

Note to drafters: All conditions of tender definitions in section two should be removed from the version used for any resultant Deed, as they are no longer applicable.

Definitions, acronyms and abbreviations that are not used in a draft Deed may be deleted. If drafters propose a new definition, acronym or abbreviation, careful consideration must be given to the legal effect of that addition in the context of the existing document.

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

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description	Abbreviation	Description
ABN	Australian Business Number	CPRs	Commonwealth Procurement Rules – April 2019
ACM	Asbestos Containing Material	DI(G)	Defence Instruction (General)
ACN	Australian Company Number	DI ADMINPOL	Defence Instruction Administrative Policy
ADF	Australian Defence Force	DISP	Defence Industry Security Program
AIC	Australian Industry Capability	DOE	Department of Employment
AIA	Australian Industry Activity	DSPF	Defence Security Principles Framework
AGEST	Australian Government Employees Superannuation Trust	GST	Goods and Services Tax
ANZ	Australia and New Zealand	GFM	Government Furnished Material
ARBN	Australian Registered Body Number	ILS	Integrated Logistics Support
ASD	Australian Signals Directorate	IPP	Indigenous Procurement Policy
ATO	Australian Taxation Office	IP	Intellectual Property
CASG	Capability, Acquisition and Sustainment Group	ISO	International Standards Organisation
COD	Conditions of Deed	LIA	Local Industry Activity
COT	Conditions of Tender	MEC	Multiple Entry Consolidated
CMCA	Contractor Managed Commonwealth Assets	PEPPOL	Pan-European Public Procurement On-Line
CMR	Contract Material Rights	PT PCP	Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT
COMSEC	Communications Security		

ATTACHMENT H

Abbreviation	Description	Abbreviation	Description
	<i>PCP) are included in the COD.</i>	SDS	Safety Data Sheet
	Payment Times Procurement Connected Policy	SOS	Scope of Services
		STR	Statement of Tax Record
SCCG	Security Classification and Categorisation Guide	TD	Technical Data
		WHS	Work Health and Safety

ATTACHMENT H

2. DEFINITIONS

Term	Status	Definition
Adjustment	(Core)	means the process by which Labour Rates are revised in accordance with Attachment E.
Adjustment Date	(Core)	means each anniversary of the Effective Date, starting from the second anniversary of the Effective Date.
Approval	(Core)	means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work under the Deed or any resultant Contract. 'Approve' has a corresponding meaning.
Asbestos Containing Material	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Australian Privacy Principles	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> (Cth)
Authorisation	(Core)	means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of the Services.
Authorised Officer	(Core)	means any person nominated in accordance with clause 2.2 of the COD, or, if no Authorised Officer has been nominated, means the Commonwealth Representative.
Australian Industry Activity	(Optional)	means an activity required to be undertaken by ANZ industry as set out in the AIA Schedule.
Australian Industry Activity Schedule	(Optional)	means the Schedule set out at Attachment G.
Base Date	(Core)	means [INSERT BASE DATE]
Circuit Layout	(Core)	means a circuit layout that is protected under the <i>Circuit Layouts Act 1989</i> (Cth) or the corresponding laws of any other jurisdiction.
Commercial and Government Entity (CAGE) Code Item	(Core)	means the code any item or service that identifies is: <ul style="list-style-type: none"> a. available to the general public or in the manufacturer of market for defence goods and services for supply on standard commercial terms; and b. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item or use the service), but does not include an item created, manufactured or produced by the Contractor or a Related Body Corporate of the Contractor.
Commercialise	(Core)	means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee.
Commonwealth Personnel	(Core)	means any officers, employees or agents of the Commonwealth.

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Term	Status	Definition
Commonwealth Premises	(Core)	means any of the following that is owned or occupied by the Commonwealth: a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, vessel or aircraft.
Commonwealth Supplier Code of Conduct	(Core)	means the Commonwealth Supplier Code of Conduct, as amended from time to time.
Confidential Information	(Core)	means information (whether or not owned by the Commonwealth) that meets all of the following criteria: a. is specifically identified at Attachment F; b. is commercially sensitive; c. disclosure would cause unreasonable detriment to the owner of the information or another party; and d. was provided with an express or implied understanding that it would remain confidential, e. but does not include information which: f. is or becomes public knowledge other than by breach of the Deed or any Contract; g. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or h. has been independently developed or acquired by the receiving party.
Consolidated Group	(Optional)	means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).
Contract	(Core)	means the enforceable contract that is created when an Official Order is placed under the Deed.
Contractor Managed Commonwealth Assets	(Core)	means any item of goods owned by the Commonwealth in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors and may include, but is not limited to, GFM, assets stored as spares, assets under repair, or assets loaned to the Contractor.
Contract Material	(Core)	means information, including Technical Data or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract.
Contract Material Rights Schedule or CMR Schedule	(Core)	means Attachment G to the Contract.
Contractor Personnel	(Core)	means any officers, employees or agents of the Contractor.
Contract Price	(Core)	means the amount payable by the Commonwealth under a Contract made pursuant to the Deed [excluding any interest payable under clause 5.8 of the COD]. Note to drafters: the words in square brackets should only form part of the definition of 'Contract Price' if clause 5.8 is included in the resultant Deed.

ATTACHMENT H

Term	Status	Definition
Correctly Rendered Invoice	(Optional)	<p>Note to drafters: Include if clauses 9.9.6 to 9.9.9 (regarding PT PCP) are included in the COD.</p> <p>for the purposes of clause 9.9.7 of the COD, means an invoice which is:</p> <ol style="list-style-type: none"> rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract.
day	(Core)	means a calendar day.
Deed	(Core)	means the COD, the Attachments and any document expressly incorporated as part of the Deed.
Defence	(Core)	means the Department of Defence or the ADF.
Defence Personnel	(Core)	means an employee or member of Defence (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Purposes	(Core)	means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peacekeeping and emergency aid to the civil community, and purposes that are necessary or incidental to those purpose.
Defence Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.
document	(Core)	includes: <ol style="list-style-type: none"> any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Free and Open Source Software	(Core)	means Software that: <ol style="list-style-type: none"> is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and may be used, modified, developed or adapted by any person subject to specified conditions, <p>and includes open source software, public domain software, shareware, community source software and freeware.</p>
General Interest Charge Rate	(Core)	means the ATO sourced general interest charge rate determined under section 8AAD of the <i>Tax Administration Act 1953</i> (Cth).
Glossary	(Core)	means this glossary at Attachment H to the Contract.
Government Furnished Material	(Core)	means the material to be provided to the Contractor under the Contract and which is listed in Attachment D.
GST Act	(Core)	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and associated taxation legislation. The expressions “adjustment note”, “taxable supply” “taxable importation” and “tax invoice” have the meanings given to those expressions in the GST Act.
GST Group	(Optional)	means a GST group formed in accordance with Division 48 of the GST Act.

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Term	Status	Definition
Insolvency Event	(Core)	<p>means, in respect of a person:</p> <ul style="list-style-type: none"> a. the person becoming bankrupt or insolvent; b. the person becoming subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act 2001, including: <ul style="list-style-type: none"> (i) the appointment of a person to administer a scheme or compromise in relation to the person in accordance with Part 5.1 of the Corporations Act 2001; (ii) the appointment of a controller or managing controller to the whole or any part of the assets or undertakings of the person in accordance with Part 5.2 of the Corporations Act 2001; (iii) the appointment of an administrator under Part 5.3A of the Corporations Act 2001 in relation to the person; or (iv) the appointment of a liquidator or provisional liquidator in relation to the person; c. the person becoming subject to any form of administration under the laws of a non-Australian jurisdiction which is the same as, or substantially equivalent to, one of those referred to in clause b of this definition; d. the person is wound up by resolution or an order of the court; e. the person suffers execution against any of its assets which has an adverse effect on the Contractor's ability to perform its obligations under the Contract; f. the person makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; g. the person becomes an insolvent under administration; or h. the person ceases to carry on business.
Intellectual Property	(Core)	<p>means all present and future rights conferred by law in or in relation any of the following:</p> <ul style="list-style-type: none"> a. Copyright; b. rights in relation to a Circuit Layout, Patent, Registerable Design or Trade Mark (including service marks); and c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.
Key Persons	(Core)	means the personnel specified in Attachment D as personnel required to undertake the Services or part of the work constituting the Services.
Labour Rates	(Core)	means the rates set out in Attachment B.

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Term	Status	Definition
Licence	(Core)	<p>a. means a means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that:</p> <p>b. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;</p> <p>c. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term;</p> <p>d. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;</p> <p>e. operates on a world-wide basis; and</p> <p>f. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material.</p>
month	(Core)	means a calendar month.
Moral Rights	(Core)	<p>means:</p> <p>a. a right of attribution of authorship;</p> <p>b. a right not to have authorship falsely attributed; or</p> <p>c. a right of integrity of authorship.</p>
Notifiable Incident	(Core)	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Official Order	(Core)	means the document to be used by the Commonwealth in the form set out in Attachment D by which the Commonwealth places an order for Services and enters into a Contract with the Contractor.
Ozone Depleting Substances	(Core)	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
Patent	(Core)	means the rights and interests in any registered, pending, or restored standard or innovation patent under the <i>Patents Act 1990</i> (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates.
Panel	(Optional)	means a panel of suppliers established by the Commonwealth who may be contracted by the Commonwealth to provide Services of the kind set out in the Deed.
Personal Information	(Core)	has the same meaning as in the <i>Privacy Act 1998</i> (Cth).
Privacy Commissioner	(Core)	has the same meaning as in the Australian Information Commissioner Act 2010 (Cth)

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Term	Status	Definition
Problematic Substance	(Core)	<p>means:</p> <p>a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act;</p> <p>b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time); or</p> <p>c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).</p>
PT PCP	(Optional)	<p>Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.</p> <p>means the Commonwealth's 'Payment Times Procurement Connected Policy'.</p>
PT PCP Policy Team	(Optional)	<p>Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.</p> <p>means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.</p>
PT PCP Subcontract	(Optional)	<p>Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.</p> <p>means a Subcontract between a Reporting Entity and another party (Other Party) where:</p> <p>a. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;</p> <p>b. both parties are carrying on business in Australia; and</p> <p>c. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract;</p> <p>but does not include the following Subcontracts:</p> <p>d. Subcontracts entered into prior to the Reporting Entities' tender response for the Contract;</p> <p>e. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or</p> <p>f. Subcontracts for the purposes of:</p> <p>(i) procuring and consuming goods or services overseas; or</p> <p>(ii) procuring real property, including leases and licences.</p>
PT PCP Subcontractor	(Optional)	<p>Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.</p> <p>means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.</p>

ATTACHMENT H

Term	Status	Definition
PTR Act	(Optional)	Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD. means the <i>Payment Times Reporting Act 2020</i> (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act.
Quotation	(Core)	means the Contractor's response to any Tasking Statements issued under clause 1.7.
Registrable Design	(Core)	means a design able to be protected under the <i>Designs Act 2003</i> (Cth) or the corresponding laws of any other jurisdiction.
Related Body Corporate	(Core)	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Relevant Employer	(Optional)	means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.
Reporting Entity	(Optional)	Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD. has the meaning given to this term in the <i>PTR Act</i> .
Reporting Entity Subcontractor	(Optional)	Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD. means any person that: a. is a Reporting Entity; and b. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed \$4,000,000 (inc GST). 'Reporting Entity Subcontract' has a corresponding meaning.
Safety Data Sheet	(Core)	means a safety data sheet prepared in accordance with the Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> , approved under section 274 of the <i>Work Health and Safety Act 2011</i> (Cth).
Safety Data Sheet	(Core)	means a safety data sheet prepared in accordance with the Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> , approved under section 274 of the <i>Work Health and Safety Act 2011</i> (Cth).
Services	(Core)	means the services and goods specified in the Deed and provided under the Contract, including documents, equipment, reports, Intellectual Property, Technical Data, plans, charts, drawings, calculations, tables, schedules, models, software, information and data stored by any means, that are: a. brought, or required to be brought into existence, as part of, or for the purposes of performing the Services; b. incorporated in, supplied, or required to be supplied along with the Services; or c. copied or derived from the material provided.

ATTACHMENT H

Term	Status	Definition
Software	(Core)	means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, but excludes Source Code.
Source Code	(Core)	means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software.
Statement of Tax Record or STR	(Optional)	has the same meaning as in the <i>Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019</i> .
Subcontractor	(Core)	means any person, other than the Commonwealth, that for the purposes of a Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and “Subcontract” has a corresponding meaning.
Subcontractor Personnel	(Core)	means any officers, employees or agents of a Subcontractor.
Tasking Statement	(Core)	means the form provided to the Contractor in accordance with clause 1.7 and attached at Attachment C.
Technical Data	(Core)	means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to Supplies described in the Specification and includes calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials (excluding Software), test results and writings and includes Source Code.
Term	(Core)	means the period determined in accordance with clause 1.3.
Third Party IP	(Core)	means that IP which is owned by a person other than the Commonwealth or the Contractor and is embodied in the Services, or attached to the Services or is otherwise necessarily related to the functioning or operation of the Services, and is limited to commercial off the shelf and military off the shelf items.
Use	(Core)	means, in relation to a licence of any Contract Material granted to a licensee, to: <ul style="list-style-type: none"> a. use, reproduce, adapt and modify the Contract Material in accordance with the licence; and b. disclose, transmit and communicate the Contract Material: <ul style="list-style-type: none"> (i) to the licensee's employees, officers and agents; and (ii) to a sublicensee under a sublicense granted in accordance with the licence.
WHS Legislation	(Core)	means: <ul style="list-style-type: none"> a. the <i>Work Health and Safety Act 2011 (Cth)</i> and the <i>Work Health and Safety Regulations 2011 (Cth)</i>; and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011 (Cth)</i>.
Wilful Default	(Core)	means a default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm.

ATTACHMENT H

Term	Status	Definition
Working Day	(Core)	<p>in relation to the doing of an action in a place, means any day in that place other than:</p> <p>a. Saturday, Sunday or public holiday; and</p> <p>b. any day within the two-week period that starts on:</p> <p>(i) the Saturday before Christmas Day; or</p> <p>(ii) if Christmas Day falls on a Saturday, Christmas Day.</p>

3. REFERENCED DOCUMENTS

Reference	Description
	<i>Auditor-General Act 1997 (Cth)</i>
	<i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i>
	<i>Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) (Cth)</i>
Shadow Economy Procurement Connected Policy	<i>Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.</i>
	Defence Cost Principles, as amended from time to time.
CPRs	<i>Commonwealth Procurement Rules – December 2020</i>
	<i>Complaints and Alternative Resolutions Manual</i>
	<i>Criminal Code (Cth)</i>
	Defence and Industry Policy Statement
DEFLOGMAN, Part 2, Vol 5	Stocktaking of Defence Assets and Inventory
	<i>Designs Act 2003 (Cth)</i>
DSPF	Defence Security Principles Framework, as amended from time to time.
	<i>Financial Policy – Gifts and Benefits</i>
	<i>Financial Policy - Sponsorship</i>
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
	<i>Incident Reporting and Management Manual</i>
	<i>Integrity Policy Manual</i>
IPP	<i>Commonwealth Indigenous Procurement Policy – July 2015.</i> A copy of the IPP is available from: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i>
PT PCP	<i>Payment Times Procurement Connected Policy</i>
	<i>Privacy Act 1988 (Cth)</i>
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WHS Regulations	<i>Work Health and Safety Regulations 2011 (Cth)</i>
	<i>Workplace Gender Equality Act 2012 (Cth)</i>
	<i>Workplace Gender Equality Procurement Principles</i>

ATTACHMENT I

AUSTRALIAN INDUSTRY CAPABILITY (AIC) (CORE)

1 AUSTRALIAN INDUSTRY ACTIVITIES SCHEDULE REQUIREMENTS

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

ATTACHMENT J

SECURITY CLASSIFICATION AND CATEGORISATION GUIDE (OPTIONAL)

Note to drafters: A SCCG is to be included where the procurement involves classified information or security-protected assets.

For information on developing a SCCG refer to the Defence Security and Vetting Service guidance on Business Impact Levels at:

<http://drnet/AssociateSecretary/security/advice/Pages/bils.aspx>

and contact the Defence Security and Vetting Services Project Security Team at DSA.ProjectSecurity@defence.gov.au.

[DRAFTERS TO INSERT SECURITY CLASSIFICATION AND CATEGORISATION GUIDE PRIOR TO RELEASE OF RFT].