

[...INSERT NAME OF SYSTEM / PRODUCT FAMILY...] SUPPORT

STATEMENT OF WORK

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ANNEXES

- A. List of Products Being Supported (Core)
- B. Mandated Defence Information System Use (Optional)
- C. Contract Data Items (Core)
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1. SCOPE (CORE)

Note to drafters: These clauses will require tailoring to meet the specific needs of the Contract. Further guidance on how to tailor these clauses may be found in the SOW Tailoring Guide.

1.1 Purpose (Core)

1.1.1 The purpose of this Statement of Work (SOW) is to state the Commonwealth requirements for work to be carried out under the Contract relating to the provision of Services to support the Products Being Supported, and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

Note to drafters: Include, in this clause, background information that will be useful to the tenderers, Contractor, and Defence personnel unfamiliar with the development of this Contract. The background clause should not duplicate or create any new Contractor obligations (eg, do not include “shall” or “must” statements) and should be limited to only that information needed to acquaint the reader with the basic support Services requirement. The background clause may refer out to other documents or websites. If not required, the heading should be retained and ‘(Not used)’ added at the end of the heading. Delete all clauses below the heading.

1.2.1 Not used.

2. GENERAL REQUIREMENTS (CORE)

Note to drafters: These clauses will require tailoring to meet the specific needs of each Contract. Further guidance can be found in the SOW Tailoring Guide.

2.1 Scope of Work (Core)

Note to drafters: Not all contracts will require all activities listed below. Tailor as required.

- 2.1.1 The Contractor shall perform all activities necessary for the provision of Services associated with supporting the Products in accordance with the Contract, including:
- a. provision of management Services;
 - b. provision of Operating Support Services;
 - c. provision of Engineering Services;
 - d. provision of Maintenance Services;
 - e. provision of Supply Services;
 - f. provision of Training Services;
 - g. provision and support of Support Resources;
 - h. Quality Management; and
 - i. Health, Safety and Environmental Management.

Note to drafters: If the Contract is to be operated largely through the provision of Task Priced Services and/or S&Q Services and there will be no Recurring Services, the following clause may be deleted. Refer to the SOW Tailoring Guide for further advice.

- 2.1.2 Unless otherwise expressly stated in Attachment B or this SOW, all Services are Recurring Services and are included in the Recurring Services Fee. Services to be provided as S&Q Services [...INSERT "or Task-Priced Services" IF APPLICABLE...] are indicated as such within each clause.

2.2 Rate of Effort (Optional)

Note to drafters: Unless ALL major Services (ie, excluding contract management and policy compliance) are to be Task-Priced Services or S&Q Services (ie, as a 'standing-offer') the Rate of Effort clause may be used to describe the level of effort required to deliver the major Recurring Services. Refer to the SOW Tailoring Guide for guidance. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 2.2.1 The Contractor shall provide Services that [...DRAFTER TO INSERT CLAUSE(S) EXPRESSING RATE OF EFFORT REQUIREMENT...].

Note to drafters: For further justification of CCPs, refer to the SOW Tailoring Guide.

- 2.2.2 If notified by the Commonwealth Representative of a pending change to the Rate of Effort, the Contractor shall prepare and submit a CCP, in accordance with clause 11.1 of the COC, to cover the increase or decrease, as applicable, in the provision of Services that are necessary to meet the requirements of a change to the Rate of Effort.

2.3 Deliverable Data Items (Core)

- 2.3.1 The Contractor shall deliver all data items to the Commonwealth Representative:
- a. in accordance with the Data Item Descriptions (DIDs) listed at Annex C; and
 - b. unless otherwise specified in the applicable clause or DID, in the Contractor's presentation format, as a softcopy in a data format that is readable and acceptable to the Commonwealth (eg, Microsoft Office® products).
- 2.3.2 Except where otherwise specified for a particular data item the Commonwealth Representative shall, within 20 Working Days of receipt of a data item, advise the Contractor in writing that the data item is either Approved or not Approved.
- 2.3.3 If a data item is not Approved:

- a. the Commonwealth Representative shall advise the Contractor in writing of the reason(s) and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered; and
- b. the Contractor shall (at no additional cost to the Commonwealth) within 10 Working Days of the notice of non-Approval (or such other period agreed by the Commonwealth in writing), deliver the rectified data item for Approval (and this clause 2.3 shall apply to the data item as if it had been submitted for the first time).

2.3.4 The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:

- a. is not clearly understandable;
- b. does not provide adequate detail;
- c. is inconsistent with the Contract, including related data items; and
- d. does not meet the objective of the data item.

2.3.5 The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item, which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.3.4, 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.

2.3.6 Approval of a data item by the Commonwealth shall not be construed as:

- a. any 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. limiting the Contractor's responsibility to provide Services in accordance with the requirements of the Contract; and
- c. an election to not enforce any right under this Contract or any cause of action arising out of or as a consequence of any act or omission of the Contractor or any Contractor Personnel.

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

2.3.8 The Contractor shall bear all costs associated with data item maintenance, except to the extent that the Commonwealth Representative otherwise agrees, in writing.

2.3.9 The Contractor acknowledges that the Commonwealth's obligations to action the data items within the timeframes described in this SOW are subject to the Contractor delivering the data items in accordance with the SOW, and that any delay by the Contractor may result in the Commonwealth not being able to action the data items within the timeframes specified.

3. SUPPORT SERVICES MANAGEMENT (CORE)

3.1 Support Services Planning (Core)

- 3.1.1** The Contractor shall develop a Support Services Management Plan (SSMP) that complies with the requirements of DID-SPTS-SSMP and clause 2.3.1.
- 3.1.2** The Contractor shall deliver the SSMP to the Commonwealth Representative, for Approval, no later than [...INSERT NUMBER OF DAYS, EG 20...] Working Days after the Effective Date (ED).
- 3.1.3** The Contractor shall manage and perform the Services in accordance with the Approved SSMP.
- 3.1.4** The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures and instructions supporting the scope of work under this Contract.
- 3.1.5** The Contractor shall review the accuracy of the SSMP, and update the SSMP if necessary, at intervals of no greater than [...INSERT NUMBER OF MONTHS, EG six...] months, in accordance with clauses 2.3.7 to 2.3.8.

3.2 Contract Reporting (Core)

Note: The Contract Status Report (CSR) contains four parts including the Contract Status (Part A), the Services Summary Report (Part B), Commonwealth Assets Stocktaking Report (Part C) and the Australian Industry Capability Report (Part D).

- 3.2.1** The Contractor shall develop the Contract Status Reports (CSRs), which comply with the requirements of DID-SPTS-CSR and clause 2.3.1.

Note to drafters: Include Option A if Part A (overall contract status) will only be delivered in preparation for a CPR. If Part A is to be delivered more frequently (eg, a report every six months and a CPR held every 12 months) select Option B and tailor clause 3.3 accordingly. A similar clause may be used if Part B (Services Support Reports) are to be delivered more frequently than Services Performance Reviews are held.

- 3.2.2** The Contractor shall deliver to the Commonwealth Representative, for Approval, parts of the CSR as follows:

Option A: Include if Part A of the CSR is only to be delivered in preparation for a CPR.

- a. Part A, 'Contract Status', [...INSERT NUMBER, EG 10 ...] Working Days prior to each Contract Performance Review (CPR) held in accordance with clause 3.3;

Option B: Include if Part A of the CSR is to be delivered more frequently than CPRs are held (eg, at intervals of three months, including 10 Working Days before each six-monthly CPR).

- b. Part A, 'Contract Status', at intervals of no greater than [...INSERT NUMBER, EG 'six' ...] months from the ED, including [...INSERT NUMBER, EG 10 ...] Working Days prior to each Contract Performance Review (CPR) held in accordance with clause 3.3;

- c. Part B, 'Services Summary Report', [...INSERT NUMBER, EG 10 ...] Working Days prior to each Services Performance Review (SPR) held in accordance with clause 3.4;
- d. Part C, 'Commonwealth Asset Stocktaking Report', every three months from the ED, in accordance with the stocktaking requirements under clause 3.10.4; and

Option: Include this option if the draft Contract will include an AIC program.

- e. Part D, 'Australian Industry Capability (AIC) Report', with [...INSERT EG. 'every', 'every second', 'every fourth'...] delivery of Part A, 'Contract Status', to report on the AIC program in accordance with clause 3.15.

- 3.2.3** The Contractor shall, upon request, make supporting data for the reports required by clause 3.2.2 available to the Commonwealth Representative within three Working Days of the request.

- 3.2.4** If the Commonwealth Representative notifies the Contractor on the basis of any CSR, or part thereof, that the Contractor has failed to achieve performance to the levels required under the Contract, the Contractor shall advise the Commonwealth Representative of the measures proposed to achieve the levels of performance required and shall reflect the results of such measures as are necessary to re-establish Contract performance in subsequent reports.

3.3 Contract Performance Reviews (Core)

Note to drafters: A CPR held once per year is the minimum requirement. More frequent CPRs may be required in order to address a contract with greater complexity or risk. Insert the required frequency of CPRs in the following clause. If KPIs are used under the Contract, and Services Performance Reviews are not included, then the CPRs will need to be conducted at the same frequency as the KPIs need to be assessed (eg, quarterly). Drafters will also need to relocate the optional clauses for the discussion of Performance Measures from clause 3.4 into this clause, and delete "subject to clause 3.4.1" from clause 3.3.2b.

- 3.3.1** The parties shall jointly conduct CPR meetings at intervals of no greater than [...INSERT REVIEW PERIOD IN MONTHS, EG six, 12...] months or as otherwise agreed between the parties in writing.

- 3.3.2** The CPR meetings shall:

- a. discuss Contract status, management and financial aspects of the Contract, drawing information from the CSR Part A;
- b. subject to clause 3.4.1, include a Services Performance Review (SPR) to discuss the Services provided during the reporting period, drawing information from the Services Summary Report (CSR Part B);
- c. discuss issues and/or discrepancies arising from the stocktake of Contractor Managed Commonwealth Assets (CSR Part C), if required;

Option: Include if the AIC program is applicable to the draft Contract (see clause 3.15).

- d. review the progress of, and discuss any issues in relation to, the AIC program (CSR Part D);
- e. identify and determine the actions required for longer-term planning of Contract management activities and the provision of Services; and
- f. be conducted in accordance with the administrative arrangements in clause 3.5.

- 3.3.3** The parties acknowledge that the aims of each CPR are to consider the factors reported in the CSR and to facilitate the early identification and mitigation of any adverse effects, caused by either party, and to deal with external changes affecting the Contract.

3.4 Services Performance Reviews (Optional)

Note to drafters: SPRs are intended for contracts with a high level of activity and enable the review of the primary Services (as defined in clauses 4 to 8) more frequently than the whole-of-contract CPR, including performance measurement reporting. If Performance Measures will be included in the Contract (especially KPIs linked to Performance Payments), then the frequency of the SPRs will need to match the frequency at which the performance against KPIs is assessed (eg, quarterly). If SPRs are required, then tailor the following clause. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading. Refer to the SOW Tailoring Guide for guidance.

- 3.4.1** The parties shall jointly conduct SPR meetings at intervals of no greater than [...DRAFTER TO INSERT NUMBER, EG, three or six...] months or as otherwise agreed between the parties in writing.

- 3.4.2** If an SPR and a CPR are scheduled to occur in the same month, the Contractor may combine these reviews into a single review, except where otherwise specified in writing by the Commonwealth Representative.

- 3.4.3** The SPR meetings shall:

- a. review the Contractor's performance in relation to the Service requirements of the Contract, drawing information from the Services Summary Report (CSR Part B);

- b. allow the Contractor to provide any additional supporting information reasonably required to enable the Approval of the Services Summary Report (CSR Part B);

Option: Include this option if the draft Contract includes performance measures. If the draft Contract does not include KPIs, with a determination of Adjusted Performance Scores and the use of Performance Payments, amend as required.

- c. review the Contractor's performance for the provision of Services, as measured by the performance measures defined in the Contract, including:
- (i) the achieved results and normalised results (eg, Adjusted Performance Scores) reported in the Performance Measurement Report portion of the Services Summary Report;
 - (ii) if applicable, claims for an adjustment of the measured results, including reasons for Performance Relief in accordance with clause 6.4 of the COC, and associated calculations; and
 - (iii) if applicable, the progress of any Remediation Plans;
- d. enable the Commonwealth Representative to:
- (i) assess the validity of the reported performance results and any claim for an adjustment to the measured results; and
 - (ii) determine any adjustment to the Performance Payments in accordance with Annex E to Attachment B;

- e. to facilitate early identification and mitigation of adverse effects, caused by either party, and to deal with external changes that may affect future performance; and
- f. be conducted in accordance with the administrative arrangements in clause 3.5.

Option: Include this option if the draft Contract will include KPIs and an Adjusted Performance Score of less than 80% represents significant under-performance. If a different performance management regime applies, seek advice from the PBC CoE at pbcc.enquiry@defence.gov.au.

3.4.4 The Commonwealth may, in its discretion, require more frequent reviews of Contractor performance than specified in clause 3.4.1 when the Contractor's performance assessed against any KPI is considered to be a significant under-performance (eg, an Adjusted Performance Score of less than 80% for a KPI). These additional meetings shall be conducted as ad hoc meetings in accordance with clause 3.6, with each meeting being conducted as if the Commonwealth Representative had called the meeting.

3.5 Administrative Arrangements for Reviews (Core)

Note to drafters: Amend the following clause if SPRs are included at clause 3.4.

- 3.5.1** The administrative arrangements under this clause 3.5 apply to all CPRs [...INSERT "and SPRs", IF APPLICABLE...].
- 3.5.2** Reviews shall be chaired by the Commonwealth Representative or a nominated representative.
- 3.5.3** At least 10 Working Days prior to each review, the Contractor shall develop and deliver to the Commonwealth Representative an agenda (that is not subject to Approval), which:
- a. complies with clause 2.3.1; and
 - b. addresses all topics in the applicable CSR sections, as per clause 3.2, and any other matters as required by the Commonwealth Representative or the Contractor.
- 3.5.4** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of review meetings. Review meetings may be held virtually when agreed by the Commonwealth Representative.
- 3.5.5** The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Approved Subcontractors' representatives, participate in each review as appropriate to the subject and objectives of the review.

- 3.5.6** A review shall not be conducted until the Commonwealth Representative has agreed the time and place of the review.

Option A: For when the Contractor is to take minutes:

- 3.5.7** Within five Working Days following each review, the Contractor shall deliver minutes of the review to the Commonwealth Representative, for Approval, which summarise the major points of discussion, decisions taken, and all action items arising from the review.

Option B: For when the Commonwealth is to take minutes:

- 3.5.8** The Commonwealth Representative shall arrange for the preparation and delivery of minutes for each review.

- 3.5.9** The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated information and data supporting the reviews.

3.6 Ad Hoc Meetings (Core)

- 3.6.1** When scheduling ad hoc meetings, the party calling the meeting shall:

- a. provide the other party with reasonable advance notice of such meetings;
- b. advise the other party of the specific requirements for the meeting, including the nature of the issues to be discussed and the anticipated information requirements;
- c. deliver an agenda to the other party, as soon as practical, considering the date of the meeting and the urgency of the issues to be discussed; and
- d. chair the meeting, unless otherwise mandated by the Commonwealth Representative.

- 3.6.2** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of ad hoc meetings. Ad hoc meetings may be held virtually when agreed by the Commonwealth Representative.

- 3.6.3** The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Approved Subcontractors' representatives, participate in each ad hoc meeting as appropriate to the subject and objectives of the meeting.

- 3.6.4** Within five Working Days following the conclusion of the ad hoc meeting, the party that chaired the meeting shall deliver minutes to the other party, which summarise the major points of discussion, decisions taken, and all action items arising from the meeting. Contractor-developed minutes shall be subject to Approval by the Commonwealth Representative.

3.7 Subcontractor Management (Optional)

Note to drafters: If the Contract does not have scope for Approved Subcontractors then this clause will not be required. Refer to COC clause 11.9 for the criteria for selecting Approved Subcontractors, which also indicates what Contract provisions may need to be flowed down into Approved Subcontracts. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading. See the SOW Tailoring Guide for guidance.

- 3.7.1** The Contractor shall ensure that work performed by Approved Subcontractors is planned and managed consistent with the needs of the Contract.

- 3.7.2** The Contractor shall include details of the Approved Subcontractors' activities in each part of the CSR, where applicable to their assigned responsibilities.

3.8 Co-ordination and Co-operation (Core)

- 3.8.1** The Contractor acknowledges that the performance of its obligations under the Contract may require:

- a. interoperation and integration of the Products with other systems; and
- b. consultation, co-ordination and co-operation with Associated Parties.

- 3.8.2** The Contractor shall:

- a. co-operate, as may be necessary or required by the Commonwealth, with all Associated Parties to ensure the interoperation and/or integration of the Products with host systems or other interfacing systems, as applicable;
- b. co-operate, as may be necessary or required by the Commonwealth, with all Associated Parties (including outgoing and incoming contractors) to ensure that the Services:
 - (i) are provided in accordance with safety, security and other requirements of the Contract; and
 - (ii) do not impact on or interfere with the performance of the Products, or with other systems, or the completion of activities by Associated Parties; and
- c. bring any causes, or likely causes, of interruption to the operation of the Products or to the performance of the Services to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.

Note to drafters: Amend the following clause to suit the requirements of the Contract, and include optional clause 3.8.4 when these responsibilities are delegated to Associated Parties.

- 3.8.3** The Contractor acknowledges that the Commonwealth is the system manager for the Products and host systems, which includes overall responsibility for:
- a. Certification of the Materiel System(s) and its component products, as applicable;
 - b. Configuration Management;
 - c. system safety, including the management of applicable safety case(s);
 - d. system security risk management and security accreditation; and
 - e. [...DRAFTER TO INSERT...].

Option: For when Associated Parties will have responsibility for system-level management, such as system security, certification, and Configuration Management functions, and the Contractor will be required to co-ordinate and co-operate with the Associated Parties to ensure that system-level records are maintained.

- 3.8.4** The Contractor acknowledges that the Commonwealth Representative may authorise one or more Associated Parties to undertake elements of the system-level responsibilities identified in clause 3.8.3.

- 3.8.5** Subject to clause 3.8.6, the Contractor shall notify the Commonwealth Representative and the applicable Associated Parties, in writing, when the Contractor either identifies an issue or undertakes work that either affects or is otherwise relevant to one or more of the system-level responsibilities identified in clause 3.8.3, in accordance with the following timeframes (or other timeframes agreed by the Commonwealth Representative):
- a. for any matter that affects the safety of any person, within one Working Day;
 - b. for any high-risk (or higher) vulnerability that affects security (as determined in accordance with the risk management section of the Approved SSMP), within one Working Day; and
 - c. for all other matters, within 10 Working Days.

- 3.8.6** The Contractor does not need to notify the Commonwealth Representative or Associated Parties in accordance with clause 3.8.5c when it has otherwise notified these parties as part of the Services.

3.9 Maintenance of Contractual Documents (Core)

- 3.9.1** The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.
- 3.9.2** The Contractor shall archive all superseded versions of the Contract to ensure that the exact status of the Contract at any previous time is able to be determined from the archived versions.

3.10 Contractor Managed Commonwealth Assets (Core)**3.10.1 Provision and Management of Government Furnished Material (Optional)**

Note to drafters: This clause is required when GFM (as a subset of CMCA) will be provided to the Contractor. If not required, replace the following clauses with a single 'Not used'.

If safety-related information is not contained within Technical Data, additional information will need to be provided as GFI or GFD. Refer to CASsafe "Regulated Hazard 09: Plant" regarding obligations to manage and control risks associated with plant/equipment.

Note: The Commonwealth is to provide applicable safety-related information for GFE.

- 3.10.1.1** Subject to clause 3.6 of the COC, the Commonwealth shall deliver or provide access to Government Furnished Material (GFM) to the Contractor at the place(s) and times stated in Attachment G and the GFM section of Approved S&Q Orders, as applicable.
- 3.10.1.2** The Contractor shall acknowledge receipt of the GFM, in writing, to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.
- 3.10.1.3** If 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.
- 3.10.1.4** The Contractor shall:
- a. within the periods identified in Attachment G or the GFM section of Approved S&Q Orders (as applicable), 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;
 - b. at least 15 Working Days prior to the date that the Contractor intends to utilise an item of Government Furnished Equipment (GFE), carry out appropriate functional testing to the extent feasible of that item to determine that it is serviceable for use as required by the Contract; and
 - c. notify its satisfaction or dissatisfaction with the GFM to the Commonwealth Representative within five Working Days of inspection or functional testing.
- 3.10.1.5** The Contractor shall not use GFM that has been found on inspection to be materially damaged, defective or deficient.

Note to drafters: To fully define the scope of the Contractor's Maintenance responsibilities for GFE requires Maintenance responsibilities for these items to be specified in Annex A.

- 3.10.1.6** The Contractor shall carry out Maintenance of all items of GFE that require Maintenance in accordance with clause 6 and the applicable maintenance manuals.

3.10.2 Use of GFM (Optional)

- 3.10.2.1** The Contractor shall, in a skilful manner, utilise the GFM in the provision of the Services in accordance with the Contract.

3.10.3 Care of Contractor Managed Commonwealth Assets (Core)

- 3.10.3.1** The Contractor shall provide the facilities and other resources required to store, handle, preserve and protect all Contractor Managed Commonwealth Assets (CMCA).
- 3.10.3.2** Without limiting the Contractor's obligations under the Contract and except where otherwise required under clause 3.10.4, the Contractor shall, within five Working Days of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event.

3.10.4 Assurance and Stocktaking of Contractor Managed Commonwealth Assets (Core)

Note to drafters: DEFLOGMAN policies for stocktaking are being superseded by the LCAM. When completing the clauses below, check for updates to the LCAM for relevant chapters.

The note to tenderers below is to advise tenderers of the transition to the Defence ERP System. If the Defence ERP System's stocktaking function will be available by OD, the note to tenderers can be deleted and clauses amended to refer to the Defence ERP System inserted of MILIS.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and

stock control functions scheduled in the initial tranche of replacement systems. References to MILIS below should be considered as references to the Defence ERP System, used to perform stocktaking functions.

Changes to the draft Contract, for the introduction of the Defence ERP System (and updated references to the Logistics Compliance and Assurance Manual) may be included during negotiations for any resultant Contract. If the Defence ERP System's stocktaking function has not been implemented by the ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW Annex B for training in the use of Defence information systems.

- 3.10.4.1** The Contractor shall develop, deliver and update a Commonwealth Assets Stocktaking Plan (CASP) as part of the SSMP.
- 3.10.4.2** Without limiting clause 2.3, the Commonwealth Representative shall assess the CASP to ascertain whether it is sufficient to discharge Defence's responsibilities to account for its assets, as set out in the Logistics Compliance and Assurance Manual (LCAM) Volume 2, Part 1, [...INSERT APPLICABLE CHAPTERS...].
- 3.10.4.3** The Contractor shall:
- a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and maintenance of CMCA;
 - b. undertake stocktakes and other assurance checks of CMCA; and
 - c. develop and deliver the Commonwealth Assets Stocktaking Reports (CASRs) in accordance with clause 3.2.

Note to drafters: Amend the following clauses as required for systems other than MILIS.

- 3.10.4.4** The Contractor acknowledges that, where CMCA are held to account on the Military Integrated Logistics Information System (MILIS), the stocktaking requirements for these assets will be defined by MILIS, such that:
- a. where the Commonwealth manages the MILIS records for any CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktaking; and
 - b. where the Contractor manages the MILIS records for any CMCA, the Contractor will conduct stocktaking of these CMCA in accordance with the requirements defined by MILIS.
- 3.10.4.5** If CMCA are held to account on systems other than MILIS, the Contractor shall conduct assurance stocktakes for each type of asset in accordance with the requirements of the Logistics Compliance and Assurance Manual (LCAM) Volume 2, Part 1.
- 3.10.4.6** Without limiting clause 2.3, the Commonwealth Representative will assess the CASR to ascertain whether it sufficiently accounts for the CMCA in the possession of the Contractor.
- 3.10.4.7** The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.10.4.8** The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.

3.11 Technical Data and Software Rights Management (Core)

- 3.11.1** The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC.

3.12 Defence Security Compliance (Core)

Note to drafters: Work to implement Defence security compliance may vary based on the tailoring of clause 11.10 of the COC. Refer to the SOW Tailoring Guide for optional clauses.

- 3.12.1** The Contractor shall ensure that all security procedures, training, facilities, documentation and clearance requests are established and maintained to meet the requirements of clause 11.10 of the COC.

3.13 Quoting for Survey and Quote Services (Core)

- 3.13.1** The Contractor shall ensure that all requests for S&Q Services are responded to, and undertaken, in accordance with clause 3.10 of the COC, including the preparation of quotations that comply with the requirements of DID-SPTS-S&Q and clause 2.3.1.
- 3.13.2** Where the Commonwealth considers that the preparation of a quote for an S&Q Service is likely to require a substantial level of effort, the Commonwealth Representative may request the Contractor to prepare the quote as a separate S&Q Service.
- 3.13.3** The preparation of a quote as an S&Q Service under clause 3.13.2 does not commit the Commonwealth to the Approval of the resulting quote for S&Q Services.

3.14 Remediation (Optional)

Note to drafters: Remediation Plans are a mechanism used to plan and then overcome a Default, including an under-performance of Services. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 3.14.1** A Default Notice issued under clause 13.3 of the COC, or a direction given under clause 12.4.9 of the COC (regarding Work Health and Safety (WHS)), may require the Contractor to develop and submit to the Commonwealth Representative, for Approval, a Remediation Plan in accordance with clause 6.7 of the COC, detailing the steps that the Contractor will take to address the relevant matter and the dates by which those steps will be completed.
- 3.14.2** The Contractor shall ensure that the steps the Contractor undertakes as required by an Approved Remediation Plan in relation to Services do not affect the performance of any other Services or are inconsistent with the Contract.
- 3.14.3** Once a Remediation Plan is Approved, the Contractor shall complete all of the steps and activities contained in the Approved Remediation Plan within the timeframe specified in the Approved Remediation Plan.

3.15 Australian Industry Capability (Optional)

Note to drafters: This clause should be included if an AIC program will apply to any resultant Contract. Refer to COC clause 4 for more details on including an AIC program.

If an AIC program is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 3.15.1** The Contractor shall manage and conduct the Australian Industry Capability (AIC) program in accordance with clause 4 of the COC, Attachment K, and the Approved SSMP.
- 3.15.2** The Contractor shall address the conduct and management of the AIC program activities in the SSMP.
- 3.15.3** The Contractor shall develop and deliver the AIC Reports, as part of the CSR, in accordance with clause 3.2.

3.16 Indigenous Participation (Optional)

Note to drafters: Include these clauses when an Indigenous Participation Plan is required as part of the Contract. Refer to COC clause 12.9 for additional detail.

If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

Note to tenderers: This clause implements the work component for the Indigenous Procurement Policy, refer to COC clause 12.9 for details. For details of the Indigenous Procurement Policy Reporting Solution (IPPRS) refer to:

<https://www.niaa.gov.au/ipprs/getting-started>

- 3.16.1** The Contractor shall comply with the Indigenous Participation Plan at Attachment L.
- 3.16.2** The Contractor shall submit [...INSERT EG 'quarterly'...] reports and an end of Contract report, regarding the achievement of the Indigenous Participation Plan under the Contract, through the Indigenous Procurement Policy Reporting Solution (IPPRS).
- 3.16.3** For the Term of the Contract, the Contractor is responsible for managing access by Contractor Personnel to the IPPRS reporting portal, including by:

- a. enabling access for authorised personnel; and
- b. disabling access for authorised personnel once access is no longer required.

3.16.4 The Contractor shall provide Indigenous Participation Reports as part of the CSR.

4. OPERATING SUPPORT (OPTIONAL)

Note to drafters: Operating Support is not required in all contracts. Refer to the SOW Tailoring Guide regarding Operating Support. If Operating Support is not a required for the Contract, the clauses below may be deleted and the heading annotated as 'Not used'.

The following clauses set out requirements for help desk Services (for hardware or Software Products) as an example of Operating Support Services. More detailed clauses for help desk Services may be copied from DSD-OPS-HLPDSK from ASDEFCON (Support). Where other types of Operating Support Services are required, these clauses should be replaced accordingly.

4.1 General Requirements for Help Desk Services (Optional)

- 4.1.1 The Contractor shall provide help desk Services within Australia, for the Products for which the Contractor is identified as having help desk responsibilities in Annex A, to assist [... 'users' OR 'Defence help desk staff to assist users'...] that operate the [...INSERT NAME OF SYSTEMS / EQUIPMENT...].
- 4.1.2 The use of help desk Services by the Commonwealth will be primarily limited to [...INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME...] personnel who are authorised to access these Services.

Note to drafters: Edit the following clauses according to the help desk Services required.

- 4.1.3 The Contractor's help desk shall provide the following range of Services in accordance with this clause 4 and the Approved SSMP:
- a. the resolution of operational queries and assistance to staff in the performance of their normal duties;
 - b. provision of technical operation and Maintenance advice and direction to Commonwealth Personnel on matters relating to the function and performance of the applicable Products, including operating and Maintenance procedures for Commonwealth Personnel, Maintenance incidents and anomalies, required spares and repair parts and Maintenance Consumables, and vendor or third party support;
 - c. provision of management and coordination of maintenance 'site call-out', when requested by the Commonwealth Personnel who are authorised to access these Services; and
 - d. provision of direct user support for the pre-deployment / pre-mission preparation, operation, and post-deployment / post-mission reconstitution for the [...INSERT NAME OF SYSTEM...].

Note to drafters: If only a portion of the documents to be listed in clause 4.1.4 are applicable, then the following clause should be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

- 4.1.4 The Contractor shall provide help desk Services in accordance with the following documents, as tailored by the Approved SSMP:
- a. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...], and
 - b. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...].

Note to drafters: The Price & Payment Schedule will need to identify the applicable Task-Priced Service. Alternatively, the following clause will need to be modified.

- 4.1.5 The Contractor's help desk Services shall be provided during [...INSERT HOURS OF OPERATION...] hours, Eastern Standard Time / Eastern Summer Time, as applicable. Help desk Services outside these 'standard hours' shall be provided as a Task-Priced Service in accordance with Attachment B.

Note to drafters: When required, amend the methods for Help Desk contact.

- 4.1.6 The Contractor shall provide a free-call phone number, e-mail address, facsimile number and self-service portal for use by the Commonwealth to correspond with the Contractor's help desk.

4.2 Management of Help Desk Requests (Optional)

Note to drafters: Develop appropriate clauses from the following topics / outlines. Refer to DSD-OPS-HLPDSK in ASDEFCON (Support) for examples of more detailed clauses.

- 4.2.1** The [...INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME...] role is to coordinate all [...INSERT NAME OF SYSTEM...] service requests from [...INSERT USERS AND / OR DEFENCE HELP DESK...].
- 4.2.2** [...INSERT EXPLANATION OF REQUIREMENTS FOR THE LOGGING OF SERVICE REQUESTS AND ALLOCATION OF TRACKING NUMBERS, ETC...].
- 4.2.3** [...INSERT EXPLANATION OF REQUIREMENTS FOR FAILURE/PROBLEM REPORTING AND ESCALATION...].
- 4.2.4** [...INSERT REFERENCE TO PROCEDURES FOR THE FAILURE/PROBLEM RESOLUTION PROCESS AND REPORTING...].
- 4.2.5** [...INSERT EXPLANATION OF REQUIREMENTS FOR RESPONSE AND RESOLUTION TIMES...].
- 4.2.6** The [...INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME...] shall be the sole determinant of the priority of the Failure / problem and the closure of a service request.
- 4.2.7** The Contractor shall maintain detailed records of all help desk service requests and resolution activities conducted. Such records are to be archived by the Contractor because they may be required by the Commonwealth for auditing and investigation purposes. At the end of the Term, all such records are to be passed to the Commonwealth.

5. ENGINEERING SUPPORT (OPTIONAL)

Note to drafters: Engineering Support may not be required in all contracts. Refer to the SOW Tailoring Guide for more information. If Engineering Support is not a requirement of the Contract, the clauses below can be deleted and the heading annotated as 'Not used'.

5.1 General Requirements for Engineering Services (Core)

5.1.1 General (Core)

5.1.1.1 The Contractor shall provide Engineering Services for the Products:

- a. for which the Contractor has been identified as having engineering responsibility at Annex A; and
- b. using the technical manuals referenced against each of the applicable Products.

Note to drafters: Insert relevant reference(s) into the following clause to describe the standard engineering administrative processes to be followed. If only a part of a reference is relevant, that part should be identified. If not applicable, the following clause may be deleted.

5.1.1.2 In addition to the technical manuals referenced against each Product in Annex A, the Contractor shall provide Engineering Services in accordance with:

- a. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...]; and
- b. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...].

5.1.1.3 The Contractor shall undertake all engineering administrative actions necessary to ensure that the correct engineering-related recording and reporting processes have been followed in accordance with the Approved SSMP and [...INSERT APPLICABLE REFERENCE, SUCH AS THE ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...].

5.1.2 Commonwealth-authorized Annual Technical Effort (Optional)

Note to drafters: The Commonwealth-authorized Annual Technical Effort (CAATE) aims to provide an efficient alternative to implementing numerous individual S&Q Services by including the required effort as part of Recurring Services. Benefits of this feature include avoiding the administrative overheads that managing S&Q Services places on both parties.

The Commonwealth will pay for this effort whether or not all of the hours are used; hence, the decision to include this clause needs to be based on an on-going requirement. If not required, the clauses below the heading can be deleted and the heading designated as 'Not used'.

5.1.2.1 The parties acknowledge that there may be engineering and related technical tasks, which:

- a. are identified in this SOW as S&Q Services under this clause 5, under clause 6 and, where related to help desk Services, under clause 4; and
- b. may not be appropriate to be undertaken as an S&Q Service when the costs to the Commonwealth (whether in monetary, time, capability or personnel safety terms) to implement an S&Q Order for the provision of the Service would be disproportionate to the value of the Service.

Note to drafters: Insert a suitable number of hours of annual effort into the following clause. As a guide, 750 hours would allow for approximately half of a 'full time equivalent' person, even though different people may perform different tasks.

5.1.2.2 To address the Commonwealth's needs arising out of clause 5.1.2.1, the Contractor shall provide [...DRAFTER TO INSERT EG.: "750"...] hours of engineering and related technical effort per annum ('Commonwealth-authorized Annual Technical Effort' or 'CAATE') to be utilised for tasks, as defined by the Commonwealth in accordance with clause 5.1.2.1b. Any task, which does not meet the criteria identified in clause 5.1.2.1b or is required after all of the CAATE has been utilised, is to be undertaken as an S&Q Service.

5.1.2.3 In relation to the management and utilisation of the CAATE:

- a. CAATE shall be managed and utilised in accordance with this clause 5.1.2 and the Approved SSMP;

- b. the Contractor shall not use the CAATE to undertake tasks that relate to the performance of an obligation which the Contractor is otherwise required to perform under the Contract;
- c. the Contractor shall not commence a CAATE task until the Commonwealth has provided written notice to the Contractor that the task is authorised;
- d. unless otherwise specified by the Commonwealth, in writing, each task shall be undertaken on a time-and-materials basis under a Not to Exceed (NTE) amount for that task specified in the notice authorising the task (ie, the maximum amount of effort that can be utilised on that task);
- e. the Contractor shall not exceed the authorised NTE amount for a task, even if all of the CAATE for the year has not been utilised;
- f. any unused hours that were authorised for a CAATE task but not required for the completion of that task shall be available for subsequent CAATE tasks;
- g. if the Commonwealth does not utilise all of the CAATE in a year, any remaining effort does not carry over into the subsequent year, unless otherwise agreed between the parties; and
- h. if the Commonwealth has authorised sufficient tasks to utilise all the CAATE in a year but the Contractor does not utilise all of the CAATE, then unless otherwise agreed by the Commonwealth, in writing, the Contractor shall:
 - (i) only make a final claim for payment for a year in relation to the hours actually provided to the Commonwealth for that year; and
 - (ii) reimburse the Commonwealth for any hours in respect of which payment has been made by the Commonwealth that were not provided.

5.2 Engineering Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clauses to suit the applicable ADF regulatory / assurance framework; otherwise, the clauses under clause 5.2 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors, hence the list below should only include requirements applicable to contractors (not whole publications). Drafters should refer to the SOW Tailoring Guide and, when required, seek advice from the applicable ADF regulatory / assurance authority.

- 5.2.1** The Contractor shall have the systems, people and resources in place to ensure that Engineering Services are performed:
- a. to approved standards, by competent and authorised individuals who are acting as members of an authorised organisation, and whose work is certified as correct; and
 - b. in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:
 - (i) [...INSERT REGULATIONS / DOCUMENT SECTION...]; and
 - (ii) [...INSERT REGULATIONS / DOCUMENT SECTION...].

Note to drafters: The following optional clauses should be considered if the Contractor's engineering activities could reasonably, and directly, affect Material Safety. If all work will pass through Defence engineering staff with applicable delegations, this may not be necessary. If the Contractor will be required to be 'approved' by the ADF regulator / assurance authority, refer to ASDEFCON (Support) for additional clauses. Insert applicable details and amend the following two clauses to suit the individual Contract requirements.

Option: Include the following clauses when the scope of engineering work could reasonably affect the Materiel Safety of the Mission System.

- 5.2.2** The Contractor acknowledges that the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...] has overall responsibility to the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...] (the ADF regulatory / assurance authority) for the continuing [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System / Fleet...].

- 5.2.3** The Contractor shall, when providing Engineering Services that affect the [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System...], ensure compliance with the requirements defined in clause 5.2.1 on behalf of the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...].
- 5.2.4** When requested by the Commonwealth Representative for the purposes of audit by the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...], the Contractor shall demonstrate that its engineering systems and processes comply with the requirements defined in clauses 5.1.1.2 and 5.2.1.

5.3 Configuration Management (Core)

5.3.1 General

- 5.3.1.1** The Contractor shall ensure that the configuration of the Products, for which the Contractor has been identified as having engineering responsibility at Annex A, remain compliant with the Configuration Baselines for those Products, as defined in [...INSERT REFERENCE TO BASELINE CONFIGURATION DATA / DOCUMENT(S)...], unless otherwise agreed by the Commonwealth Representative.

Option: Include, and if required amend, the following clause when the Contractor will need to identify the Configuration Baselines at the start of the Contract (eg, because suitable baselines were not obtained during a preceding acquisition program).

- 5.3.1.2** No later than 40 Working Days after the Effective Date, the Contractor shall:
- a. identify all Configuration Items (CIs) that constitute the Products for which the Contractor is annotated as having Configuration Management (CM) responsibility at Annex A;
 - b. uniquely identify all documents that disclose the performance, functional and physical attributes of the Products specified in sub-clause a above, so that the documents may be accurately associated with the applicable Configuration Baselines (eg, Functional Baseline (FBL) and Product Baseline (PBL)); and
 - c. develop a CSA report in accordance with clause 5.3.3.1.3 that demonstrates that the requirements of sub-clauses b and c above have been met, and deliver the CSA report to the Commonwealth Representative for Approval.

Option: Include and amend and the following clauses to specify the Contractor's responsibilities in relation to maintaining Configuration Baselines for the Products.

- 5.3.1.3** The Contractor shall maintain the Configuration Baselines of the Products, for which the Contractor is annotated as having CM responsibility at Annex A.
- 5.3.1.4** If a change to a Product Baseline is required as an outcome of another Service that is provided as an S&Q Service (eg, as an outcome of an Approved Engineering Change Proposal (ECP)), the change to the Product Baseline shall be included as part of that other Service.

5.3.2 Configuration Control (Optional)

Note to drafters: This clause should be included when the Contractor will be required to develop and implement Engineering Change Proposals. If not required, delete the clauses below and annotate the heading as 'Not used'.

5.3.2.1 General

- 5.3.2.1.1** The Contractor shall manage configuration changes and Deviations, including their:
- a. physical and functional design characteristics;
 - b. request and documentation;
 - c. for configuration changes only, classification as Major Changes or Minor Changes;
 - d. evaluation and coordination; and
 - e. implementation and Verification of the changes.

5.3.2.2 Deviations

5.3.2.2.1 The Contractor shall submit an Application for a Deviation in accordance with clause 10.4 for any Services that will or are likely to result in a non-conformance with a Baseline.

5.3.2.2.2 The Contractor shall not perform the Service that would result in a non-conformance with a Baseline until the Deviation has been Approved by the Commonwealth Representative.

5.3.2.3 Configuration Changes

5.3.2.3.1 Either party may propose a configuration change to the Products. When such a configuration change is proposed, the Contractor shall develop an ECP that complies with the requirements of DID-CM-MGT-ECP.

5.3.2.3.2 The Contractor shall deliver ECPs to the Commonwealth, for Approval, as follows:

- a. for all Commonwealth-proposed configuration changes, within 30 Working Days after receipt of the Commonwealth's notice in relation to the proposed configuration change (or other timeframe agreed between the parties); and
- b. for all Contractor-proposed configuration changes that are classified as Major Changes, in a timeframe commensurate with the impact of the proposed configuration change on the operation, use and support of the Mission System, including in relation to operational effectiveness, safety, and compliance with requirements for environmental protection.

5.3.2.3.3 For all Contractor-proposed configuration changes that are classified as Minor Changes, the Contractor shall advise the Commonwealth of each change within 20 Working Days of the Contractor approving the Minor Change through its Configuration Control processes (or other timeframe agreed between the parties).

5.3.2.3.4 At the request of the Commonwealth, the Contractor shall resubmit a proposed Minor Change to a Product Baseline as a proposed Major Change to that Product Baseline in accordance with clause 5.3.2.3.2.

5.3.2.3.5 For each ECP delivered to the Commonwealth, for Approval, the Commonwealth shall advise the Contractor in writing, pursuant to clause 2.3.2, that the ECP is either Approved or not Approved within 40 Working Days of receipt of the ECP (or other timeframe agreed between the parties).

5.3.2.3.6 Subject to clause 5.3.2.3.7, the Contractor shall undertake the following activities for a Major Change as S&Q Services:

- a. except where otherwise specified in the Contract, all activities associated with the development of an ECP for a Major Change, including obtaining the necessary Commonwealth Approvals for the ECP; and
- b. implementation, Verification and Validation (V&V), and Configuration Audits of an Approved Major Change, including (if applicable) obtaining Acceptance of the modified Products from the Commonwealth Representative.

Note to drafters: The scope of Major Changes to be undertaken as Recurring Services may depend on the level of on-going engineering resources under contract and the Contractor's responsibility for the Products (eg, were they the manufacturer?). Hence, while compliance with other provisions of the Contract (clause 5.3.2.3.7b) will apply in most cases, other conditions could add undue risk and cost (within Recurring Services Fees) to any resultant Contract. Drafters should review and tailor the following list for the needs and scale of the draft Contract. Note that, if clause 5.1.2 is included, the CAATE provides some engineering resources as a Recurring Service (but not the procurement of new stock items).

5.3.2.3.7 The Contractor shall undertake all activities for a Major Change as part of the Recurring Services Fee if the Major Change:

- a. is required to be undertaken due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);
- b. is required to enable the Contractor to comply with the other provisions of the Contract, including provisions for Defects;

- c. is already provided for through a Subcontract, product licensing or supplier support agreement;
- d. involves the replacement of a Non-RI with one that is form, fit and function compatible; or
- e. is required to ensure that an RI is able to be made Serviceable.

5.3.2.4 Commonwealth-conducted Configuration Control Boards (Optional)

Note to drafters; If the following clause is retained, copies of the relevant parts of the Commonwealth's CMP will need to be provided to the Contractor. Care needs to be taken that the Commonwealth's CMP does not conflict with the requirements of the SOW.

- 5.3.2.4.1 The Commonwealth will conduct CCBs in accordance with the Commonwealth's Configuration Management Plan.
- 5.3.2.4.2 When requested by the Commonwealth Representative, the Contractor shall participate in Commonwealth-conducted CCBs, as a non-voting advisor, to ensure that the implications of any proposed Major Change are considered prior to agreement by the CCB.
- 5.3.2.4.3 The Contractor shall ensure that the Contractor representatives and, when requested by the Commonwealth Representative, Subcontractors' representatives participate in each Commonwealth-conducted CCB, as appropriate to the subject and objectives of the meeting.
- 5.3.2.4.4 When the Contractor has been requested to attend a Commonwealth-conducted CCB, the Parties shall conduct the preparation, notice and follow-up to the Commonwealth-conducted CCB as an ad hoc meeting in accordance with clause 3.6.
- 5.3.2.4.5 The Contractor shall, upon request, make all supporting data reasonably required by the Commonwealth for the purposes of the Commonwealth-conducted CCBs available to the Commonwealth Representative within five Working Days of the request.
- 5.3.2.4.6 In the event that any proposed Major Change would result in a change to the Contract, the Contractor shall develop and submit a CCP in accordance with clause 11.1 of the COC.
- 5.3.2.4.7 The Commonwealth shall convene Commonwealth-conducted CCBs on an as-required basis. For planning purposes, the Contractor should expect to attend at least two Commonwealth-conducted CCBs in any calendar year, with each CCB running for approximately half a day.

5.3.3 Configuration Status Accounting (Optional)

Note to drafters: Clauses 5.3.3.1 and 5.3.3.2 are drafted on the basis of the Contractor being required to use their own CSA system. If the Contractor will be required to use a Defence CSA system, then these clauses will require amendment. Refer to the ASDEFCON (Support) template, DSD-ENG-CM clause 6.2.6 (and guidance) to assist in amending the following clauses.

5.3.3.1 General

- 5.3.3.1.1 The Contractor shall implement, maintain and use, in accordance with the Approved SSMP, a CSA system that correlates, stores, maintains and provides readily available views of all configuration information relating to the applicable Products at Annex A and their Baselines.
- 5.3.3.1.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's CSA system for the duration of the Contract.
- 5.3.3.1.3 The Contractor shall develop the CSA reports from the Contractor's CSA system for the applicable Products at Annex A, that comply with the requirements of DID-CM-DATA-CSAR, clause 5.3.3.2, and clause 2.3.1.

Note to drafters: Amend the following clause, depending upon whether or not the optional clause 5.3.1.2 has been included above.

- 5.3.3.1.4 The Contractor shall deliver each CSA report to the Commonwealth Representative, for Approval, no later than 10 Working Days after receiving the Commonwealth's request, in writing, for the required CSA report. For scoping purposes only, the Contractor should plan to provide at least two CSA reports each calendar year [..., and the CSA report required under clause 5.3.1.2...].

5.3.3.2 CSA Data Exchange

Note to drafters: In the clause below, drafters need to insert the applicable specification for defining the data exchange schema; for example, EIA-836B, DEF(AUST) 10814 Land Materiel Data Exchange Standard, or ANP4422-6001 Materiel Data Exchange Specification.

- 5.3.3.2.1** The Contractor shall develop, in consultation with the Commonwealth, a schema for the exchange of CSA data between the Contractor's CSA system and the Commonwealth CSA system, as necessary to ensure that the delivered CSA data is both timely and accurate. The schema shall comply with [...INSERT APPLICABLE SPECIFICATION...].
- 5.3.3.2.2** The Contractor shall ensure that the schema required under clause 5.3.3.2.1 is developed and Approved no later than 12 months after the Effective Date (or other timeframe agreed between the parties). The Commonwealth Representative will provide Approval (or otherwise) of any proposed schema as if it were a data item being delivered pursuant to clause 2.3.
- 5.3.3.2.3** After the schema has been Approved by the Commonwealth Representative, the Contractor shall deliver CSA reports under clause 5.3.3.1 utilising the Approved schema.

5.4 Engineering Investigations (Core)

Note to drafters: The initial investigation of Defects and Maintenance incident investigations are covered under clause 6.7. This clause provides for engineering investigations, which may include follow-up activities from those Maintenance investigations. Drafters should tailor the clause to meet the specific requirements of the Contract.

The following clauses assume that engineering investigations under clause 5.4.1 are included as Recurring Services, while engineering investigations under clauses 5.4.2 and 5.4.3 are undertaken as S&Q Services. Drafters may need to amend the following clauses, depending upon the management and preferred payment arrangements for Engineering Services.

- 5.4.1** The Contractor shall conduct engineering investigations and related technical research, which are required or appropriate to:
- a. maintain the function and performance of the Products, particularly in relation to parts substitution for Non-RIs;
 - b. perform its regulatory / assurance responsibilities, as defined in clause 5.2;
 - c. maintain safety in relation to the Products;
 - d. support the provision of Maintenance Services; and
 - e. support the analysis and rectification of any Defects (including Latent Defects) requiring rectification under the Contract.
- 5.4.2** When requested by the Commonwealth in writing, the Contractor shall undertake engineering investigations and related technical research into various issues for which the Contractor has technical capability and expertise, including:

Note to drafters: The following list may be amended to suit the Contract – these areas of investigation are not expected to be included in the Recurring Services.

- a. detailed investigation of Defects, where the Commonwealth requires more detailed investigation than would otherwise be required to support the rectification of the Defects under clause 5.4.1;
- b. parts substitution for RIs;
- c. development of alternate or supplementary operating, Maintenance, and supply procedures;
- d. development of Deviations; and
- e. development of publication amendment proposals.

Note to drafters: Where the Contractor is to raise requests for more than results of Technical Data reviews, the following clause should be expanded with subclauses.

- 5.4.3** The Contractor shall raise requests for engineering investigations based on its engineering judgement of the results of Technical Data reviews.

- 5.4.4** An engineering investigation request raised by either party shall detail:
- the scope and objectives of the engineering investigation;
 - the estimated duration;
 - the reporting requirements, including report format; and
 - any other requirements applicable to the type of engineering investigation.
- 5.4.5** Subject to clause 5.4.1, the Contractor shall undertake engineering investigations conducted in accordance with clauses 5.4.2 and 5.4.3 as S&Q Services.
- 5.4.6** The Contractor shall promptly undertake each engineering investigation, commensurate with the impact of the issue being investigated on Defence operations, other Contract work, the health and safety of personnel, and the environment.
- 5.4.7** On completion of an engineering investigation, the Contractor shall report its findings to the Commonwealth Representative within 10 Working Days (or other timeframe agreed between both parties), using the agreed report format from clause 5.4.4c.
- 5.4.8** Within 10 Working Days of receiving the engineering investigation report from the Contractor (or other timeframe advised by the Commonwealth Representative), the Commonwealth shall advise, in writing, whether or not:
- the report is Approved; and
 - any further action is required to be taken by the Contractor in relation to the engineering investigation.

5.5 Technical Instruction Development (Optional)

Note to drafters: Omit clause if not required, and mark as 'Not used'. If required, insert technical references in clause 5.5.1 and add these to the applicable documents in clause 5.5.3 also. Note that Technical Instructions have different names under the differing domains. For example, Technical Instructions can embrace Special Technical Instructions (Aerospace), N4 Library Advice Notes (Maritime), and Electrical and Mechanical Engineering Instructions (Land). Under these circumstances, the following clause may be amended or the Glossary definitions for Technical Instruction could be amended (and the clauses left as is).

Note: Technical Instructions can include requirements to undertake urgent action, for example, to amend authorised publications, remove items of equipment from use, and modify items of equipment. They are generally used to minimise the likelihood of harm to personnel and/or damage to equipment.

- 5.5.1** When requested by the Commonwealth in writing, the Contractor shall undertake the analysis, design, development and preparation effort required for draft Technical Instructions in accordance with:
- the timeframes specified by the Commonwealth Representative (or other timeframe agreed between the parties);
 - the Approved SSMP; and
 - the [...INSERT TECHNICAL REFERENCE...].
- 5.5.2** Within the specified timeframe, the Contractor shall deliver to the Commonwealth Representative, for Approval and / or Acceptance (as applicable), the draft Technical Instructions and (as applicable):
- all associated engineering drawings;
 - draft publication amendments;
 - parts and other cost estimates; and
 - other applicable information.

Note to drafters: Amend the following clause to specify the particular document types that support the development of Technical Instructions, and insert the applicable references.

- 5.5.3** The Contractor shall produce the following document types in accordance with:
- for Technical Instructions, [...INSERT TECHNICAL REFERENCE...];

- b. for publication amendments, [...INSERT TECHNICAL REFERENCE...]; and
- c. for installation orders, [...INSERT TECHNICAL REFERENCE...].

Note to drafters: The ability to undertake Technical Instruction development as a Recurring Service will depend on the scope of the draft Contract to include on-going Engineering Services (this is not always viable in smaller contracts using this template). If the scope is sufficient, update clause 5.5.5 to suit the requirements of the Contract. If Technical Instruction development will only be performed as an S&Q Service, delete clause 5.5.5 and the reference to it in clause 5.5.4. Note that, if clause 5.1.2 is included, the CAATE provides some engineering resources as a Recurring Service, which may be able to undertake the tasks in clause 5.5.5.

5.5.4 Subject to clause 5.5.5, the Contractor shall develop the Technical Instructions and other related documents under this clause 5.5 as S&Q Services.

5.5.5 The Contractor shall undertake the activities under this clause 5.5 for a Technical Instruction (including related documents) as part of the Recurring Services Fee, if the Technical Instruction is required:

- a. due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);
- b. to prevent injury to Personnel or the premature Failure of equipment associated with the operation and/or sustainment of the Products;
- c. to prevent or minimise the likelihood of damage to the Products Being Supported or other equipment or facilities that has arisen or could arise due to deficient Technical Data provided by the Contractor (eg, Maintenance instructions);
- d. to prevent the improper operation of equipment due to a security vulnerability identified in the Products; and
- e. to ensure that the Contractor complies with the Defect provisions of the Contract.

5.6 Software Updates (Optional)

Note to drafters: Software Updates may be included when the Contractor will develop Software Updates as Configuration Changes under clause 5.3.2.3, or if the Products are such that the Contractor is, or represents, a supplier who would normally develop and distribute Software Updates to their customers. Note that the SSMP does not include the scope to manage significant software development. Include this clause if applicable to the scope, responsibilities and Software application(s) to be supported, otherwise, delete the following clause and annotate the heading as 'Not used'.

5.6.1 The Contractor shall provide Software Updates and associated Technical Data (eg, installation instructions) to the Commonwealth in a form that enables the Commonwealth to incorporate the Software Update and undertake any necessary testing to confirm the operation of the Product being updated.

6. MAINTENANCE SUPPORT (OPTIONAL)

Note to drafters: Maintenance Support may not be required in all contracts. Refer to the SOW Tailoring Guide for more information. If Maintenance Support is not a requirement of the Contract, the clauses below may be deleted and the heading annotated as 'Not used'.

6.1 General Requirements for Maintenance Services (Core)

6.1.1 The Contractor shall provide Maintenance Services for the Repairable Items (RIs) identified in Annex A:

- a. using the technical manuals referenced against each of the RIs; and
- b. in accordance with the assigned responsibilities for Preventive Maintenance and Corrective Maintenance at the specified levels/grades of Maintenance, as identified at Annex A.

Note to drafters: Insert references in the following clause to define the standard administrative processes to be followed (eg, for recording of Maintenance actions, tracking serial numbered items, filling in Maintenance tracking cards, etc).

6.1.2 In addition to the technical manuals referenced against each RI identified at Annex A, the Contractor shall provide Maintenance Services in accordance with:

- a. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...]; and
- b. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...].

Note to drafters: Include a suitable test accreditation agency in the following clause (eg, NATA).

6.1.3 The Contractor shall ensure that all RIs and other equipment requiring calibration are calibrated by an organisation accredited by the [...INSERT SUITABLE TESTING ACCREDITATION AGENCY...] for the class of testing appropriate to the equipment.

Note to drafters: If an ADF regulatory / assurance framework applies, then a separate MMP may be highly desirable. If not required (ie, the SSMP alone is suitable), the option may be deleted.

Option: For when a stand-alone MMP is required:

6.1.4 The Contractor shall develop, deliver and update a Maintenance Management Plan (MMP) that complies with the requirements of DID-SPTS-MMP and clause 2.3.1.

6.1.5 The Contractor shall deliver the MMP to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.

6.1.6 The Contractor shall review the accuracy of the MMP at intervals of not greater than [...INSERT NUMBER OF MONTHS, EG six...] months in accordance with clauses 2.3.7 to 2.3.8.

6.1.7 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures, instructions and data supporting the MMP.

6.1.8 The Contractor shall provide Maintenance Services in accordance with the Approved MMP.

6.1.9 The Contractor shall undertake all Maintenance administrative actions necessary to ensure that the correct technical recording and reporting processes have been followed in accordance with the Approved SSMP, [...INSERT 'Approved MMP' IF APPLICABLE...] and [...INSERT APPLICABLE REFERENCE, SUCH AS REFERENCES FROM THE ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...].

Note to drafters: Maintenance documentation in the following clauses include Maintenance logs, Maintenance forms, etc. The clauses should be amended if required to be more specific. Alternatively, 'Maintenance Documentation' could be defined as a term in the Glossary.

6.1.10 The Contractor shall update the Maintenance documentation (eg, maintenance logs) for the RIs identified at Annex A.

6.1.11 The Contractor shall deliver the updated Maintenance documentation to the Commonwealth Representative when the RI to which the Maintenance documentation applies is returned into the Commonwealth's control.

Option: Include the following clause when on-platform Maintenance needs to be coordinated with the platform SPO / Associated Parties (eg, for equipment Maintenance on-board a ship).

- 6.1.12** When requested by the Commonwealth Representative, the Contractor shall undertake Maintenance activities, including co-ordination and co-operation with the respective platform SPO(s) or Associated Parties in accordance with clause 3.8, for any Preventive Maintenance or Corrective Maintenance that requires the Contractor to have access to the platform to undertake that Maintenance.

6.2 Maintenance Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clauses for the applicable ADF regulatory / assurance framework; otherwise the clauses under clause 6.2 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors, hence the list below should only include requirements applicable to contractors (not whole publications). Drafters should refer to the SOW Tailoring Guide and, when required, seek advice from the applicable ADF regulatory / assurance authority.

- 6.2.1** The Contractor shall have the systems, people and resources in place to ensure that Maintenance Services are performed:
- a. to approved standards, by competent and authorised individuals who are acting as members of an authorised organisation, and whose work is certified as correct; and
 - b. in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:
 - (i) [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
 - (ii) [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: The following optional clauses should be considered if the Contractor's Maintenance activities could reasonably, and directly, affect Material Safety. If all work (eg, on components) will pass through other Defence or contractor Maintenance staff, then this may not be necessary. If the Contractor will be required to be 'approved' by the ADF regulator / assurance authority, refer to ASDEFCON (Support) for additional clauses. Insert applicable details and amend the following clauses to suit the individual Contract requirements.

Option: Include the following clauses when the scope of Maintenance work could reasonably affect the Materiel Safety of the Mission System.

- 6.2.2** The Contractor acknowledges that the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...] has overall responsibility to the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...] (the ADF regulatory / assurance authority) for the continuing [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System / Fleet...].
- 6.2.3** The Contractor shall, when providing Maintenance Services that affect the [...INSERT Materiel Safety / airworthiness / seaworthiness ...] of the [...INSERT Materiel System...], ensure compliance with the requirements defined in clause 6.2.1 on behalf of the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...].
- 6.2.4** When requested by the Commonwealth Representative for the purposes of audit by the [...INSERT ADF REGULATORY / ASSURANCE AUTHORITY...], the Contractor shall demonstrate that its Maintenance systems and processes comply with the requirements defined in clauses 6.1.2 and 6.2.1.

6.3 Contractor Maintenance Management System (Optional)

Note to drafters: If the Contractor will be provided with access to a Defence information system for the purposes of recording all relevant Maintenance activity, then the following clauses may be replaced with 'Not used' and the appropriate details added to Annex B. If not all information will be managed using a Defence information system, then both Annex B and the following clauses may be required. If this clause is required, the list below may be amended to meet the

needs of the draft Contract. Refer to the SOW Tailoring Guide for guidance and optional clauses for Defence information systems.

- 6.3.1** The Contractor shall use a Maintenance Management System, in accordance with the Approved [...INSERT 'SSMP' OR 'MMP', AS APPLICABLE...], for the RIs identified at Annex A to:
- a. maintain operating and Maintenance history, including Failure data and Failure trends;
 - b. forecast scheduled Maintenance arisings and provide notification to the Commonwealth Representative of RIs approaching a scheduled Maintenance activity (ie, within servicing latitude);
 - c. provide reports on availability and servicing details;
 - d. maintain job records and progress sheets/cards;
 - e. reflect the location and movement of RIs subject to Maintenance or modification incorporation (or both); and
 - f. record the modification status.
- 6.3.2** Upon request from the Commonwealth Representative for Maintenance Management System data, the Contractor shall make the data available to the Commonwealth within 10 Working Days, or as otherwise agreed by the Commonwealth Representative.

Option: Include this option if analysis of Maintenance data is required to be included in the Contract scope.

- 6.3.3** The Contractor shall collect and analyse Maintenance and related data for the Products (eg, Failure rates, Defect investigation results, structural fatigue data, use and monitoring systems data, unscheduled shut downs, unscheduled removals, and no-fault-found rates) to identify whether or not:
- a. problems exist or are emerging in relation to the Products; and
 - b. action needs to be taken to address these problems.
- 6.3.4** The Contractor shall:
- a. notify the relevant parties of any existing or emerging problems in accordance with clause 3.8.5;
 - b. analyse and investigate the Maintenance and related data for the Products in accordance with clause 5.4 and/or clause 6.7, as applicable; and

Note to drafters: Include reference to CAATE if clause 5.1.2 is included in the Contract.

- c. where action needs to be taken to rectify the problems, undertake the rectification activities in accordance with the relevant provisions of the Contract, including the provisions relating to S&Q Services [...or CAATE...], where the rectification of a problem is not included in the scope of the Contract.

6.4 Authority to Fit (Optional)

Note to drafters: The following clauses are applicable where Maintenance of the Products is subject to a parts control program. The Applicable Reference in the following clause could be MILIS, ADAASS, the applicable IPB, or other reference. The clause may require restructuring if differing references are required to address the full scope of RIs identified at Annex A.

- 6.4.1** The Contractor shall use [...INSERT APPLICABLE REFERENCE...] to determine the authority to fit an RI or a Non-Repairable Item (Non-RI) to any of the RIs identified at Annex A.
- 6.4.2** The Contractor acknowledges that identification of a Product by the Commercial and Government Entity (CAGE) code and part number approved by the Original Equipment Manufacturer (OEM) is not sufficient to determine authority to fit.
- 6.4.3** Replacement Non-RIs to be fitted to an RI shall be:
- a. unused, except for situations which arise under Cannibalisation;

- b. a currently OEM approved CAGE code / part number combination, sourced from the OEM or a current OEM approved source of supply, except for situations which arise under Cannibalisation; and
- c. for Aeronautical Stock Items, accompanied by a Certificate of Conformity prepared in accordance with Volume 5 Section 1 Chapter 4 of the Electronic Supply Chain Manual (ESCM).

Note to drafters: The Applicable Reference in the following clause is the same as the one inserted into clause 6.4.1.

6.4.4 If the CAGE code / part number combination is currently OEM-approved, but the [...INSERT APPLICABLE REFERENCE...] has not yet been updated, such Stock Items will be authorised for fit subject to the Contractor receiving Approval, in writing, from the Commonwealth Representative (or authorised delegate).

6.5 Cannibalisation (Optional)

Note: Cannibalisation is also known as 'controlled parts exchange'.

6.5.1 Unless otherwise directed or agreed in writing by the Commonwealth Representative, the Contractor shall not undertake Cannibalisation of an RI or Non-RI.

6.6 Beyond Economic Repair and Beyond Physical Repair (Optional)

6.6.1 The Contractor shall notify the Commonwealth Representative, in writing, of RIs that it regards as being either Beyond Economic Repair or Beyond Physical Repair. Such notices shall include:

- a. the rationale for assessing that the RI is either Beyond Economic Repair or Beyond Physical Repair; and
- b. a recommended course of action.

6.6.2 All Commonwealth-owned RIs, which are assessed as either Beyond Economic Repair or Beyond Physical Repair, shall remain Commonwealth Property.

Note to drafters: In the following clause, include or delete the optional words depending on whether clause 7.7 will be included in the draft SOW.

6.6.3 The Commonwealth Representative shall advise the Contractor within 15 Working Days of receipt of the notice, or such other time as agreed between the parties, of the action to be taken by the Contractor in relation to the RI (eg, repair, disassemble, dispose [...in accordance with clause 7.7...], or hold for further investigation).

6.6.4 The Contractor shall comply with the Commonwealth Representative's determination at clause 6.6.3 within the time period stipulated by the Commonwealth Representative.

6.7 Maintenance Investigations (Core)

6.7.1 The Contractor shall investigate and report on any Defects in Non-RIs and any of the RIs identified in Annex A, which are identified during Maintenance Services or Commonwealth-performed Maintenance, in accordance with the Approved [...INSERT 'SSMP' OR 'MMP', AS APPLICABLE...].

6.7.2 The Contractor's investigation of Defects pursuant to clause 6.7.1 shall determine:

- a. the nature of the Defect;
- b. likely causes;
- c. safety, mission or other implications likely to result from the Defect; and
- d. the need for further engineering investigation.

6.7.3 Without limiting clause 11.4, if Defects identified during Maintenance Services have safety implications for Commonwealth Personnel or other persons, the Contractor shall immediately inform the Commonwealth Representative of the nature of the Defect and whether or not the safety implications apply to other in-service systems or equipment.

6.7.4 Without limiting clause 11.4, the Contractor shall investigate and promptly report on any incidents that occur during Maintenance Services, where these incidents have implications

for Commonwealth-performed Maintenance, including incidents that have resulted in, or have the potential to result in:

- a. injury to Commonwealth Personnel;
- b. damage to equipment or facilities or both; or
- c. a premature Failure of equipment, which is not immediately attributable to a material Defect.

6.8 Implementing Non-Standard Repairs and Deviations (Optional)

- 6.8.1** The Contractor shall submit, prior to implementation of a Non-Standard Repair, an Application for a Deviation in accordance with clause 10.4.
- 6.8.2** When a Deviation, which is not related to a Non-Standard Repair, is required to be implemented during Maintenance and either an Application for a Deviation has not been submitted by the Contractor or an Approved Deviation has not been provided by the Commonwealth, the Contractor shall submit an Application for a Deviation in accordance with clause 10.4.
- 6.8.3** The Contractor shall not implement a Non-Standard Repair or any other Deviation required to be implemented during Maintenance until the Commonwealth Representative has granted Approval, in writing, of the relevant Application for a Deviation.
- 6.8.4** The Contractor shall maintain, for the Term of the Contract, records of all details relating to Non-Standard Repairs and Deviations and make these available to the Commonwealth Representative promptly upon request.
- 6.8.5** If the Contract is terminated or is to expire, then the Contractor shall deliver to the Commonwealth Representative a copy of the records required under clause 6.8.4, in either hard copy or soft copy or both hard and soft copy, as agreed between the parties.

6.9 Incorporating Modifications, Alterations, and Technical Instructions (Optional)

Note to drafters: If no modifications or Technical Instructions are likely to be incorporated, the following clauses can be replaced with 'Not used'. Otherwise, amend the following clause depending on the processes applicable to the Contract.

- 6.9.1** The Contractor shall incorporate, as an S&Q Service, each [...INSERT APPLICABLE DOCUMENT (EG, Modification Instruction, Modification Order or Change Directive...)], alteration or Technical Instruction proposed by the Commonwealth Representative during routine Maintenance activities or otherwise in accordance with a schedule that has been agreed by the Commonwealth Representative.
- 6.9.2** The Contractor shall perform the additional Services required to implement [...INSERT APPLICABLE DOCUMENT (EG, Modification Instructions, Modification Orders or Change Directives...)] and Technical Instructions in accordance with the applicable [...INSERT APPLICABLE DOCUMENT (EG, Modification Instruction, Modification Order or Change Directive...)] or Technical Instruction.

7. SUPPLY SUPPORT (OPTIONAL)

Note to drafters: Supply Support may not be required in all contracts (noting stocktakes in clause 3.10.4). Refer to the SOW Tailoring Guide for more information. If Supply Support is not a requirement of the Contract, the clauses below may be deleted and the heading annotated as 'Not used'.

7.1 General Requirements for Supply Services (Core)

Note to drafters: Amend the following clause to align with the scope of Supply Services.

7.1.1 The Contractor shall provide Supply Services for the following types of Products listed in Annex A to the SOW:

- a. Commonwealth-owned Stock Items; and
- b. Contractor-owned Stock Items (if applicable).

7.1.2 The Contractor shall provide Supply Services, including:

- a. inventory management;
- b. issuing and receipting of Stock Items;
- c. storage, handling and distribution; and
- d. other routine Supply functions necessary for the effective provision of Services.

Note to drafters: Amend the following clause if additional documents are to be mandated.

7.1.3 The Contractor shall provide routine Supply Services in accordance with the ESCM.

7.2 Supply Management System (Core)

Note to drafters: Option A is for when the Contractor will have access to MILIS (or Defence ERP System) to perform the functions described in Annex B, with other tasks performed using their own Supply Management System. Option B is for when the Contractor will not have access to MILIS (or ERP). Option B may be redrafted / expanded to identify the required activities; refer to the SOW Tailoring Guide for further information.

Option A: Include this option if the Contractor is to use a Defence information system when providing Supply Services (including stocktake).

7.2.1 The Contractor shall use the Defence information systems specified in Annex B, to undertake the Supply Support activities described in Annex B, for the management of Commonwealth-owned Stock Items.

7.2.2 The Contractor shall use a Contractor Supply Management System:

- a. for all other Supply Support activities necessary to provide Supply Services that are not managed using the Defence information systems specified in Annex B (eg, procurement of Non-RIs); and
- b. to satisfy the Supply Support reporting requirements defined in DID-SPTS-CSR to the extent that these reporting requirements cannot be satisfied by the Defence information systems specified in Annex B.

Option B: Include this option if a Defence information system will not be provided and a Contractor Supply Management System is required to manage Stock Items.

7.2.3 The Contractor shall use a Contractor Supply Management System to:

- a. undertake the Supply Support activities required for the management of Commonwealth-owned Stock Items (including stocktakes); and
- b. undertake all other Supply Support activities as may be required to provide Supply Services in accordance with the Contract (eg, procurement of Non-RIs); and
- c. satisfy the Supply Support reporting requirements defined in DID-SPTS-CSR.

- 7.2.4 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor Supply Management System for the period of the Contract.

7.3 Requirements Determination (Optional)

Note to drafters: Requirements Determination can be applicable if the Contractor will determine stockholdings. If not required, this clause is to be replaced with 'Not used'.

- 7.3.1 The Contractor shall conduct the following activities for the Products identified at clause 7.1.1:
- a. Requirements Determination relating to the need to induct RIs into the repair pipeline or to redistribute RIs to meet forecast demand; and
 - b. Requirements Determination relating to the need to procure Non-RIs to meet forecast demand.

Note to drafters: Amend the following clause if Reserve Stockholding requirements will not be included in the Contract.

- 7.3.2 Subject to clause 7.3.3, the Contractor may propose amendments to Annex A to the SOW, including the Reserve Stockholding Levels, at any time during the Term of the Contract.
- 7.3.3 If the Contractor proposes an amendment under clause 7.3.2, the Contractor shall provide a CCP in accordance with clause 11.1 of the COC, with such supporting documents as the Commonwealth Representative requires to justify the proposed amendment.

7.4 Procurement of Non-Repairable Items (Optional)

Note to drafters: The following clause is optional. If all procurement activities can be addressed using MILIS, then the following clause should be replaced with 'Not used'. Alternatively, the following clause would require amendment if certain Non-RIs were to be provided to the Contractor by the Commonwealth.

- 7.4.1 The Contractor shall procure all Non-RIs:
- a. required to provide the Maintenance Services in accordance with the Contract; and
 - b. to meet the demand requirements for any Non-RIs, identified in Annex A, that are required to be delivered to the Commonwealth.

7.5 Care for Contractor-held Stock Items (Optional)

- 7.5.1 The Contractor shall ensure that all Stock Items held by the Contractor, which are subject to deterioration over time (eg, through shelf life, corrosion, desiccant replacement, etc), are subject to an Approved preservation and/or Preventive Maintenance program, as applicable.

7.6 Delivery of Stock Items (Optional)

Note to drafters: If there are likely to be a number of personnel authorised to issue demands for Stock Items (eg, personnel at operating units), including demands issued via MILIS, the Commonwealth Representative may need to define this group of 'authorised persons'. Drafters are to insert the delivery point(s) below, which may include, for example, the closest Defence Warehousing and Distribution (DW&D) contract delivery point. Additional clauses may be required to address the hours for receipt of deliveries, if applicable.

- 7.6.1 The Contractor shall deliver Stock Items demanded by the Commonwealth Representative to the location(s) specified on each Demand, or if a location is not specified, to the following delivery point(s):
- a. [...INSERT DELIVERY LOCATION...]; or
 - b. as directed by the Commonwealth Representative.

Note to drafters: The following clause will require amendment if timeframes for delivery of RIs and Non-RIs (eg, turn-around time and / or order response time) are included in Annex A. See SOW Tailoring Guide for further information.

7.6.2 The Contractor shall deliver Stock Items demanded by the Commonwealth in accordance with the timeframes specified on each Demand, or if no such timeframe is specified, within 20 Working Days or other timeframe specified by the Commonwealth Representative.

7.7 Disposal (Optional)

Note to drafters: DEFLOGMAN, including the ESCM, is in the process of being superseded. Drafter's should refer to DEFLOGMAN Part 2 Volume 5 Chapter 10, 'Defence Disposal Policy' and the ESCM reference below, or the replacement documents when published. Amend the clause below if the ESCM chapter has been superseded at the time of drafting.

The following clauses may be amended if there is a need to address specific disposals, and if the Contractor will have access to a Defence information system that details the applicable disposal requirements (eg, for security controlled items, hazardous waste or consumables). The following clauses only deal with 'normal / routine' disposals.

7.7.1 When Commonwealth-owned Stock Items need to be considered for disposal, the Contractor shall provide a disposal recommendation to the Commonwealth Representative, which accords with the disposal directive issued by the designated logistics manager and the unit disposal requirements of the ESCM Volume 4 Section 7 Chapter 1.

7.7.2 The Commonwealth Representative may request the Contractor to administer the disposal of Stock Items where the Commonwealth Representative has agreed with the Contractor's disposal recommendation.

7.7.3 The Contractor shall implement the Approved disposal recommendation, requested in accordance with clause 7.7.2:

- a. for all Non-RIs, as part of Recurring Services; or
- b. for all RIs, as an S&Q Service.

7.7.4 The Contractor shall inspect Commonwealth-owned Stock Items, which have been sentenced for disposal, to see whether any of the Stock Items can be disassembled and any parts be used in a recycling / reuse program.

Note to drafters: If the Contractor has access to an applicable Defence information system for disposal records, the following clause may be amended to refer to that system, and then the second sentence may be deleted.

7.7.5 The Contractor shall maintain a disposal register, which lists all Commonwealth-owned Stock Items (excluding Non-RIs) for which the administration of the disposal has been conducted by the Contractor. The Contractor shall provide the Commonwealth Representative with access to the disposal register, promptly upon request.

8. TRAINING SUPPORT (OPTIONAL)

Note to drafters: Training Support may not be required in all contracts. Refer to the SOW Tailoring Guide for more information. If Training Support is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

8.1 General Requirements for Training Services (Core)

Note to drafters: Insert the names of the Training courses to be provided in the clause below. Annex D, which details Training course requirements, will also need to be tailored.

- 8.1.1 The Contractor shall provide Training Services for the following Training courses in accordance with this clause 8 and Annex D:
- a. [...INSERT NAME AND (IDENTIFIER) OF COURSE...]; and
 - b. [...INSERT NAME AND (IDENTIFIER) OF COURSE...].

Note to drafters: Amend the list of referenced documents in clause 8.1.2 as applicable. If only a portion of a document is applicable, then the clause should be modified accordingly.

- 8.1.2 The Contractor shall provide Training Services in accordance with the following documents, as applicable, as tailored by the Approved SSMP:
- a. Systems Approach to Defence Learning;
 - b. [...INSERT NAME OF REFERENCE...]; and
 - c. Vocational Education and Training (VET) Quality Framework.
- 8.1.3 The Contractor shall deliver Training using adult learning principles.

Note to drafters: If all courses will be Recurring Services (in accordance with clause 2.1.2) then neither of the following options will be required and it will be essential that the Commonwealth provide a Training Schedule with the RFT to enable pricing. Alternatively, option A allows for a number of courses to be included as Recurring Services, with additional courses as Task Priced services, while option B can be included if all courses will be Task Priced Services.

Option A: Include the following clause if a number of courses will be delivered each year as Recurring Services with additional courses delivered as Task Priced Services.

- 8.1.4 In addition to the numbers of courses to be delivered each year in accordance with Annex D, the Contractor shall undertake the administration and delivery of each additional Training course as a Task-Priced Service in accordance with clause 3.10 of the COC.

Option B: Include the following clause if all Training delivery will be provided as a Task-Priced Service.

- 8.1.5 The Contractor shall undertake the administration and delivery of each of the Training courses identified at clause 8.1.1 as a Task-Priced Service in accordance with clause 3.10 of the COC. For clarity, the maintenance of Training Materials under clause 8.9 shall be undertaken as a Recurring Service.

8.2 Training Scheduling and Panelling (Optional)

Option A: Include the following clauses if the Contractor will develop the Training schedule.

- 8.2.1 The Contractor shall develop a Training Schedule for the courses identified at clause 8.1.1 which:
- a. complies with clause 2.3.1; and
 - b. includes those Training courses scheduled to occur within the next six months.

Note to drafters: An indicative Training schedule should be included with the RFT in order to enable tenderers to estimate a price for Training Services.

- 8.2.2 The Contractor shall deliver the first Training schedule to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.
- 8.2.3 The Contractor shall update the Training schedule, if necessary, at intervals of not less than [...INSERT NUMBER OF MONTHS, EG three...] months in accordance with clauses 2.3.7 and 2.3.8

Option B: Include the following clauses when the Commonwealth will be managing the scheduling of, and panelling for, all of the required Training courses

- 8.2.4 The Commonwealth shall advise the Contractor each six months, in writing, of its planned Training Schedule for the forthcoming 12 months, which will provide the necessary details to enable the Contractor to plan the required Training accordingly.

- 8.2.5 The Commonwealth shall provide at least 30 Working Days' notice of any change to the dates for the courses identified in the Training Schedule, including any requirements for additional courses, except under the circumstances set out in clause 8.2.6.

Option: Include this option to allow short-notice Training courses to be held in order to address urgent operational needs. If courses are usually delivered as Recurring Services, also consider the need to make these additional courses either Task-Priced or S&Q Services.

- 8.2.6 The Commonwealth may provide less than the 30 Working Days' notice specified under clause 8.2.5 when there is a short-notice requirement for Training to satisfy an urgent operational need. The Contractor shall use its reasonable endeavours to satisfy any such short-notice Training requirements.

Note to drafters: Include the optional text at the end of this clause if the option (above) for short-notice Training courses is included.

- 8.2.7 Unless otherwise specified in Annex D, the Commonwealth shall panel all participants for each course to be conducted and provide a copy of the panel to the Contractor three weeks prior to each course commencing [... (or other timeframe either agreed between the parties or to accommodate a short-notice Training requirement under clause 8.2.6)...].

8.3 Course Joining Instructions (Optional)

- 8.3.1 The Contractor shall:
- a. develop a course joining instruction, that complies with clause 2.3.1, for each course to be conducted; and
 - b. issue the joining instruction, at least 10 Working Days prior to each course commencing, to each student on the panel, the student's unit, and the Commonwealth Representative.

8.4 Training Venues (Core)

- 8.4.1 Except where identified as being provided by the Commonwealth in Annex D, the Contractor shall arrange the provision of Training venues for face-to-face Training.

Option: Include the following clause if the Commonwealth is to provide some or all Training venues, as identified in Annex D.

8.4.2 For courses where the Commonwealth has been identified in Annex D as providing the Training venue for face-to-face Training, the Contractor shall set-up and safely and correctly operate the Training venue, and return it in a serviceable condition on completion of the course.

8.5 Training Equipment (Optional)

Note to drafters: Training Equipment provided by the Commonwealth should be listed as GFE in Attachment E and may be listed at Annex A if it is to be supported by the Contractor.

Option: For when Training Equipment is included at Annex D.

8.5.1 The Contractor shall use the Training Equipment identified at Annex D to undertake the required Training.

8.5.2 For face-to-face Training, the Contractor shall set-up and operate such Training Equipment at the required Training locations, including any Training Equipment provided as GFE.

8.5.3 Except as may otherwise be required for remotely-provided on-line Training, the Contractor shall set-up all Training Equipment so that the equipment operates to the performance standards required for the delivery of Training.

8.6 Training Materials (Optional)

8.6.1 Except as otherwise identified at Annex D, the Contractor shall produce and provide Training Materials, including copies of student notes and consumable materials, as required for the delivery of Training, as identified at Annex D.

8.7 Training Assessment (Optional)

8.7.1 The Contractor shall record assessment results for each student in accordance with the requirements of Annex D.

8.7.2 The Contractor's assessment of students shall not deviate from the assessment strategy and standards for the Training courses, as detailed in Annex D, without the Approval of the Commonwealth Representative.

8.7.3 Within five Working Days of completion of each Training and assessment program, the Contractor shall provide or deliver to each student, who successfully completes the Training, a statement of attainment, certificate of attendance, or other certificate, as applicable to each Training program and student.

Option: Include the following clause if the VET Quality Framework applies.

8.7.4 If a Training course includes an assessment against a unit of competency under the Vocational Education and Training (VET) Quality Framework, the Contractor shall provide details of the assessment results for each student against each of the assessed criteria.

8.8 Post-Training Reporting (Optional)

8.8.1 The Contractor shall develop a post-Training report for each course completed, and forward the report to the Commonwealth Representative within 10 Working Days of completion of that course. The post-Training report shall include:

- a. the name of the Training course;
- b. the number of students participating in each course or unit;
- c. the number of students, by course / unit, deemed 'competent' and the number deemed 'not yet competent';
- d. the number of students withdrawing during a Training program, if any;
- e. the number of qualifications, statements of attainment, or other certificates, as applicable, issued; and
- f. recommended changes, if any, for the Training course, Training Materials and Training Equipment.

8.9 Maintenance of Training Materials (Optional)

Note to drafters: Training Materials need to be consistent with the configuration of the equipment and/or the processes for which Training is required. Training Materials may be provided by the Contractor (eg, adapted commercial course) or be provided as GFI/GFD. The following clauses cover both situations. If all Training Materials will be provided from one source or the other, the redundant clauses may be deleted.

- 8.9.1** The Contractor shall monitor the currency of Training Materials used in Training courses identified in clause 8.1.1 to ensure that delivered Training is consistent with the systems, equipment and related processes that are the subject of the Training.
- 8.9.2** Where the Training Materials are provided by the Contractor, the Contractor remains responsible for the maintenance and update of those Training Materials, including to ensure that the Training Materials are consistent with any applicable Defence policies and processes, as may be notified by the Commonwealth Representative from time to time.
- 8.9.3** Where the Training Materials have been provided as GFM, the Contractor shall provide details of the required changes to the Training Materials, including supporting documents (eg, facilitation guides), to the Commonwealth Representative.
- 8.9.4** The Commonwealth Representative may task the Contractor with developing updates to the Training Materials, as identified through clause 8.9.3, as S&Q Services.

9. SUPPORT RESOURCES (CORE)

9.1 Personnel (Core)

- 9.1.1 The Contractor shall undertake all necessary recruitment, training, security clearance preparation and other functions as necessary, to ensure that Contractor Personnel have the requisite skills, experience and qualifications to enable the Contractor to meet the requirements of the Contract.

Note to drafters: Refer to the SOW Tailoring Guide for Key Persons management.

9.2 Technical Data (Core)

- 9.2.1 The Contractor shall develop a Technical Data List (TDL) that complies with the requirements of DID-SPTS-TDL and clause 2.3.1.
- 9.2.2 The Contractor shall deliver the TDL to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.
- 9.2.3 The Contractor shall review the accuracy of the TDL, and update the TDL if necessary, at intervals of no less than [...INSERT NUMBER OF MONTHS, EG six...] months in accordance with clauses 2.3.7 to 2.3.8.
- 9.2.4 Without limiting clause 2.3, Approval of the TDL requires that the TDL identify all Technical Data that is required to be delivered to the Commonwealth.
- 9.2.5 The Contractor shall deliver all Technical Data identified in the Approved TDL for delivery to the Commonwealth in accordance with this SOW, the Approved TDL, and otherwise in accordance with clause 5.8 of the COC.

Note to drafters: Refer to the SOW Tailoring Guide for information on the following optional clauses. If not required, delete the following two clauses.

Option: For when the Contractor is required to maintain a technical information library.

- 9.2.6 The Contractor shall maintain a technical information library for any policies, regulations, procedures, and task descriptions required for the performance of the Contract.
- 9.2.7 The Contractor shall ensure that staff, including the staff of its Subcontractors, are aware of, and have access to, the technical information library for documentation appropriate to the procedures and tasks that the Contractor requires them to undertake.

Note to drafters: Include the following option when the Contractor will perform administrative updates to publications, such as incorporating amendments. This is separate from any CM activities that the Contractor will have in relation to developing updates to publications. Refer to the SOW Tailoring Guide for guidance. If not required, delete the following clause.

Option: For when the Contractor is required to maintain publications under the Contract.

- 9.2.8 The Contractor shall maintain the publications identified in Section 4 of Annex A, including the incorporation of Commonwealth-issued amendments and OEM amendments that have been Approved by the Commonwealth.

9.3 Support and Test Equipment and Training Equipment (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for guidance and alternative clauses.

- 9.3.1 The Contractor shall provide all of the S&TE and Training Equipment necessary for the provision of Services.

9.4 Packaging (Core)

- 9.4.1 The Contractor shall ensure that all Items to be delivered to the Commonwealth are packaged and marked for delivery with appropriate package labels, consignment documentation and documentation language standards, as may be necessary to:
- a. comply with applicable legislative and regulatory requirements, including the WHS Legislation; and
 - b. meet the requirements of the Contract.

Note to drafters: Consideration should be given to identifying the specific section(s) of DEF(AUST)1000C applicable to the types of deliverable items under the Contract.

- 9.4.2 Unless otherwise agreed in writing by the Commonwealth Representative, the Packaging and Packaging materials used by the Contractor for the packaging of Stock Items and other items that are to be delivered to the Commonwealth shall comply with DEF(AUST)1000C.

10. QUALITY MANAGEMENT (CORE)**10.1 Contractor Quality Responsibilities (Core)**

Note to drafters: While a Certified QMS is usually desirable, small-to-medium enterprises can incur significant costs for Certification (when process / location specific). This cost will be passed on to the Commonwealth or could exclude potential tenderers. In these cases, the Commonwealth Representative may allow the Contractor's QMS to be certified by a Defence-managed Quality Audit, conducted before or shortly after the ED. For further guidance refer to the SOW Tailoring Guide.

The two options below, and the reasons why each may be selected, are described as follows:

- a. **Option A:** Quality is to be assured using a QMS that is certified by a third-party. The Contractor must have a QMS certified by an organisation accredited by the JAS-ANZ, or equivalent certification body, either prior to or shortly after ED. Select this option by deleting Option B below.
- b. **Option B:** Quality is to be assured using a QMS certified by either a third-party or Defence. This clause is tailored prior to the RFT. If the drafter does not know whether the market has sufficient numbers of third-party quality-certified tenderers, then option B allows a Defence-certified QMS as a 'fall-back' option. The Defence Audit of the Contractor's QMS means that one of the Audits in the subsequent clauses must be conducted immediately after ED. Select this option by deleting Option A below.

A QMS for new work location and/or process may require re-certification to occur after the ED. The drafter may amend the following clause to reflect a given time period or depend on post-ED agreement by the Commonwealth Representative.

Option A: For when the Contractor must have a QMS that is certified by an organisation accredited by the JAS-ANZ, or equivalent certification body acceptable to the Commonwealth.

- 10.1.1 The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements' at the Effective Date, or as otherwise agreed by the Commonwealth Representative.
- 10.1.2 For this clause 10, 'Certification' means certification by an organisation accredited by the JAS-ANZ, or equivalent international or national certification body acceptable to the Commonwealth.

Note to drafters: Consideration should be given to a quality audit prior to ED. Alternatively, drafters should coordinate with the quality representative to amend the time period, in the clause below, for when an audit will be conducted.

Option B: For when the Contractor does not need to have a QMS certified by an organisation accredited by the JAS-ANZ or equivalent certification body.

- 10.1.3 The Contractor shall have a Quality Management System (QMS) that defines and controls the systems, processes and Product quality for Services provided under this Contract.
- 10.1.4 For this clause 10, 'Certification' means certification of the Contractor's QMS by either Defence Quality Assurance representatives, or by being certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements' by an organisation accredited by the JAS-ANZ or equivalent certification body acceptable to the Commonwealth.
- 10.1.5 Where the Contractor does not have AS/NZS ISO 9001:2016 Certification for the Contractor's processes and Services required under the Contract, the Contractor shall facilitate Certification of its QMS by Defence Quality Assurance representatives through an initial Audit activity.
- 10.1.6 The Commonwealth shall conduct the initial Audit activity no later than [...INSERT NUMBER OF DAYS, EG 20...] Working Days after the Effective Date.

- 10.1.7 The Contractor shall maintain and apply the QMS to the provision of the Services, and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

10.1.8 During progress of work under the Contract, the Commonwealth may perform Audit and Surveillance activities (either independently or by participating in the Contractor's internal audits, as determined by the Commonwealth Representative) in relation to the work performed, including any of the following:

- a. System Audit;
- b. Process Audit; or
- c. Product Audit.

10.1.9 The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor.

10.1.10 The Contractor shall maintain records pertaining to the planning and Verification of the Quality of the Services for a minimum period of seven years after the Term.

10.2 Quality Management Planning (Core)

10.2.1 The Contractor shall manage the Quality program in accordance with the Approved SSMP.

10.3 Quality Systems, Process and Product Non-Conformances (Core)

10.3.1 If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 10.1.8 or otherwise that, in relation to the provision of the Services:

- a. the Quality system being applied no longer conforms to the Certified QMS;
- b. the Quality procedures and processes do not conform to the Approved SSMP (including referenced quality documentation); or
- c. the products produced do not conform to agreed product specifications,

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

10.3.2 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 under clause 10.3.1, or within any other 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.

10.4 Non-Conforming Services (Core)

Note to drafters: If a more detailed process to manage Applications for Deviations is required, refer to clause 11.4 of the ASDEFCON (Support) SOW. If an Application for a Deviation relating to a Product (rather than a process) will be managed as a 'request for variance', clause 10.4.1 may be amended to refer to an "... Application for a Deviation that complies with DID-PM-MGT-AFD for process deviations or [... INSERT DID NUMBER ...] for Product variances, and clause 2.3.1 ...". Drafters would also need to develop an appropriate DID and include it at Annex C.

10.4.1 If the Contractor seeks to use non-conforming materials or work in the Services, it shall develop an Application for a Deviation that complies with the requirements of DID-PM-MGT-AFD and clause 2.3.1, together with all supporting documentation.

10.4.2 The Contractor shall deliver each Application for a Deviation to the Commonwealth Representative, for Approval, in sufficient time to enable the Contract requirements to be met should Approval be denied.

10.4.3 The Contractor shall comply with any conditions specified in an Approved Application for a Deviation, including any time limits on the use of non-conforming materials or work, limits to the scope of application, and any monitoring and remediation requirements.

10.4.4 Any Approval of an Application for a Deviation 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 Approved Application for a Deviation.

10.4.5 Once the non-conformance has been rectified, the Contractor shall notify the Commonwealth and seek closure of the Application for a Deviation.

11. HEALTH, SAFETY AND ENVIRONMENT (CORE)**11.1 Problematic Substances and Problematic Sources (Core)****11.1.1 Problematic Substances (Core)**

Note to drafters: Amend clause 11.1.1.1 if work on Commonwealth Premises is not applicable. A contractor may perform some work on Commonwealth Premises as a 'visitor'; however, if work will be on-going, refer to the ASDEFCON (Support) template for additional clauses.

11.1.1.1 The Contractor shall not:

- a. use, handle or store a Problematic Substance in connection with performing a process specified by the Commonwealth (eg, in specified Technical Data);
- b. use, handle or store a Problematic Substance on Commonwealth Premises; or
- c. incorporate or embed a Problematic Substance in a Deliverable that may affect the health and safety of personnel (including Commonwealth Personnel), or contamination of the environment, during reasonably foreseeable use, support and disposal activities,

unless the Problematic Substance is an Approved Substance that is used, handled, stored, incorporated or embedded (as applicable) for a purpose for which it is Approved.

11.1.1.2 While meeting the requirements of clause 11.1.1.1, if the Contractor intends to use, handle, store, incorporate or embed a Problematic Substance that is not an Approved Substance, or propose a new purpose for an Approved Substance, then the Contractor shall:

- a. not use that Problematic Substance, except where otherwise Approved; and
- b. at least 10 Working Days before the intended use of the Problematic Substance:
 - (i) deliver to the Commonwealth, for Approval, an Application for a Deviation in accordance with clause 10.4, or an update to the SSMP to include details of the Problematic Substance and its proposed use, as applicable;
 - (ii) for a newly identified Problematic Substance, deliver to the Commonwealth a Safety Data Sheet prepared in accordance with DID-PM-HSE-SDS; and
 - (iii) if a new Authorisation is required, provide evidence to the Commonwealth that the Contractor has, or will obtain in a timely manner, that Authorisation.

11.1.1.3 The Commonwealth or Contractor may, at any time, discover a Problematic Substance in CMCA which is not an Approved Substance and, in such circumstances, shall:

- a. notify the other party of the Problematic Substance as soon as practicable and, in any event, within five Working Days; and
- b. consult with the other party regarding the appropriate action(s) to be taken including, as applicable, removal of the Problematic Substance or changes to work procedures.

11.1.1.4 If the Contractor becomes aware of a substitute for an Approved Substance, with lower risk and without significant detriment to the performance of work under the Contract, the Contractor shall advise the Commonwealth as soon as practicable.**11.1.1.5** To the extent consistent with their function, any newly-developed or modified Deliverables 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.**11.1.2 Problematic Sources (Optional)**

Note to drafters: Include the following clauses if Services will be provided to a Product containing a Problematic Source (eg. a laser designator) or will use a Problematic Source (eg, for a non-destructive test). If not required, replace the following clauses with a single 'Not used'. Refer to the SOW Tailoring Guide for further information.

11.1.2.1 Where the Services require the use of a Problematic Source, the Contractor shall:

- a. only use the Problematic Source:
 - (i) where it is Approved and for a purpose that has been Approved, and specified, in an annex to the Approved SSMP; and

- (ii) in accordance with the applicable source licence or facility licence; and

Note to drafters: If the Contractor will have a Commonwealth-owned Problematic Source on an on-going basis (ie, GFE), or be required to have their own Problematic Source, then a source licence is generally required. For further information, contact the CASG Directorate of Health, Safety and Environment. If a Problematic Source requiring a source licence is GFE, include the following a note to tenderers and identify the applicable item(s) of GFE; otherwise, delete the note to tenderers.

Note to tenderers: The Contractor, under any resultant Contract, will be required to hold a source licence (ie, an 'Authorisation') issued by the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or the applicable State / Territory authority for the following items of GFE: [...drafter to insert...].

- b. where a Problematic Source:
- (i) is, or is part of, GFE that is provided on an on-going basis; or
 - (ii) is not covered by a Defence source licence (eg, a Contractor-owned Problematic Source);
- provide evidence of the applicable Authorisation (eg, the Contractor's source licence) to the Commonwealth Representative before commencing the work that involves the Problematic Source.

11.1.2.2 Without limiting clause 11.1.2.1, if the Contractor proposes to introduce a new Problematic Source or to change the use or location of an existing Approved Problematic Source, the Contractor shall, at least 20 Working Days prior to the intended change or as otherwise agreed by the Commonwealth Representative:

- a. deliver an updated SSMP to the Commonwealth Representative; and
- b. if a new or amended Authorisation is required, provide evidence to the Commonwealth Representative that the Contractor has, or will obtain in a timely manner, that Authorisation.

Option: Include this option if the Commonwealth may supply an item (as a Product Being Supported or as GFE) containing a Problematic Source to the Contractor.

11.1.2.3 Where work performed under the Contract involves the use of a Problematic Source supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide the Contractor with details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

11.2 Environmental Management (Optional)

Note to drafters: If environmental issues / risks in connection with the Services have been assessed as significant, then refer to the SOW Tailoring Guide for further guidance. The clauses below facilitate compliance with the COC if the Contractor is to perform Services on Commonwealth Premises that have potential environmental issues. Details (eg, Base Environmental Management Plans) will need to be provided. If this clause is not required, the clauses below can be deleted and the heading annotated as 'Not used'.

11.2.1 The Contractor acknowledges that the environmental management requirements of this clause 11.2 apply to all Services provided at Commonwealth Premises.

11.2.2 Without limiting the Contractor's obligations at law and under clause 12.5 of the COC, the Contractor shall ensure that Services provided at the applicable Commonwealth Premises are performed in accordance with any applicable environmental requirements including:

- a. as set out in the Environmental Management Plan for the Commonwealth Premises; and
- b. as advised by the Commonwealth or an Associated Party (eg, a platform support contractor) at the Commonwealth Premises.

11.2.3 The Contractor shall address environmental compliance and management issues as part of the SSMP.

11.3 Work Health and Safety (Core)

Note to drafters: The following clauses are considered minimal and based on the Contractor NOT performing on-going work on Commonwealth Premises, as Government Furnished Facilities are outside the scope of this template. The Contractor may perform some work on Commonwealth Premises as a 'visitor'; however, if work will be on-going, refer to the ASDEFCON (Support) template for additional clauses. Refer to the SOW Tailoring Guide for guidance.

11.3.1 Acknowledgment of WHS Advice

11.3.1.1 The Contractor acknowledges that hazards may be present within the Products, including GFE if applicable, which are relevant to the Services.

11.3.1.2 The Contractor acknowledges that hazards within or relating to the operation or support of the Products, including GFE if applicable, are identified within the associated Technical Data (including any manuals listed in Annex A), which provide warnings that were, at the time of publishing, considered suitable for competent persons that are appropriately trained in the operation and/or support applicable to the Products and Services.

11.3.2 Planning for and Management of WHS Duties

11.3.2.1 The Contractor shall address WHS compliance and management issues as part of the SSMP.

11.3.2.2 The Contractor shall provide the Services in accordance with clause 12.4 of the COC, clause 11 of the SOW and in accordance with the WHS management elements of the Approved SSMP.

11.3.2.3 The Contractor shall have a WHS Management System (WHSMS), as part of its QMS or otherwise, to ensure that work performed under the Contract complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy, and which is accessible to the Commonwealth in accordance with clause 11.7 of the COC.

11.3.2.4 The Contractor's WHSMS shall include the following WHS-related records:

- a. WHS-related Authorisations;
- b. WHS-related risk assessments and control measures;
- c. safe work method statements required under the applicable WHS Legislation in relation to the Services;
- d. details of emergency plans and procedures and for access to first aid, including first aiders and available facilities and resources;
- e. workplace registers and records required to be maintained under the applicable WHS Legislation; and
- f. the WHS management elements of the Approved SSMP and all associated plans, processes, procedures and instructions supporting the WHS management elements of the Approved SSMP.

11.3.2.5 The Contractor shall ensure that the Contractor's representatives consult, co-operate and co-ordinate activities with the Commonwealth Representative and Associated Parties in relation to the management of WHS issues and shall ensure that Contractor Personnel consult, co-operate and co-ordinate activities with Commonwealth Personnel and other workers in order to ensure that the work required to be performed under the Contract is performed safely.

Option: Include if Contractor Personnel will work on Commonwealth Premises (ie, as visitors).

11.3.2.6 The Contractor shall ensure that Contractor Personnel, who will perform work at Commonwealth Premises, participate in any safety-related induction training, visitor and site induction briefings, provided by Defence, or Associated Parties, as applicable.

11.4 Incident Reporting and Remediation (Core)

11.4.1 The Contractor shall report, in accordance with the *Defence Safety Manual, Work Health and Safety Event (Incident) Reporting Policy and Guidance*, any Notifiable Incident that involves:

- a. Contractor Personnel on Commonwealth Premises;

- b. Commonwealth Personnel on Contractor Premises; or
- c. Contractor Personnel on Contractor Premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including in connection with GFM or a Commonwealth specified system of work).

11.4.2 The report provided under clause 11.4.1 shall include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the Sentinel Event Kiosk on the Defence Protected Network (if applicable).

11.4.3 The Contractor shall, in respect of any Notifiable Incident arising out of, or in connection with, the Contract:

- a. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
- b. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
- c. promptly provide the Commonwealth Representative with copies of any notice(s) or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
- d. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.

11.4.4 The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises in relation to work performed under the Contract of which it is aware, and provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.

Option: Include the following clause if any CMCA may contain Ozone Depleting Substances or Synthetic Greenhouse Gases.

11.4.5 The Contractor shall notify the Commonwealth Representative within 10 Working Days of becoming aware of any actual or suspected incident involving the release or leakage of Ozone Depleting Substances or Synthetic Greenhouse Gases during the provision of Services, except where the release is:

- a. required to occur as part of the Services; and
- b. managed by an appropriately licensed or authorised entity.

Note to drafters: If clause 11.2, Environmental Management, has been included (above) then refer to the SOW Tailoring Guide for clauses relating to the reporting environmental incidents.