

ASDEFCON LINKAGES MODULE AMENDMENT INSTRUCTIONS

CONTRACT (ACQUISITION) ATTACHMENTS

The following are amendments to be made to the *ASDEFCON (Strategic Materiel) V4.0* template attachments to the draft conditions of contract as part of a linked request for tender package using the ASDEFCON Linkages Module.

ANNEX B TO ATTACHMENT B

SCHEDULE OF PAYMENTS

Amend the note to drafters in Annex B to Attachment B (Schedule of Payments), and **Insert** the examples of Concurrent Contract Milestones into Table B-1 (Milestone Payments), as follows:

Note to drafters: Prior to RFT release drafters should complete the Schedule of Payments at Table B-1.

Drafters should insert a percentage of the Contract Price against the Mobilisation Payment (if used) and all Milestones selected for inclusion in the Schedule of Payments, including the Final Acceptance Milestone but not including Milestones payable as Cost Reimbursement Payments. Drafters should also indicate whether achievement of a Milestone will be signified by a Progress Certificate, Supplies Acceptance Certificate or a Final Acceptance Certificate. Drafters should also nominate any Stop Payment Milestones.

When selecting the Milestones for inclusion in the Schedule of Payments, drafters should have regard to the Milestones listed in Attachment C. Attachment C will list all Milestones payable under the Contract and the Milestone Date for achievement of the Milestone.

Drafters should identify Concurrent Contract Milestones within the Milestone Payments table to link the Milestones under the Contract and the Contract (Support) appropriately.

...

Table B-1: Milestone Payments

MILESTONE DESCRIPTION	MILESTONE TYPE (eg. Stop Payment, System Review, Final Acceptance)	MILESTONE DATE(S) (months after ED)	CERTIFICATION [INSERT ONE OF PROGRESS CERTIFICATION, ACCEPTANCE OR FINAL ACCEPTANCE]	MILESTONE PAYMENTS								
				MILESTONE PAYMENTS (excluding GST and customs duty)		CUSTOMS DUTY	GST	MILESTONE PAYMENTS (including GST and customs duty) (e)+(f)+(g)		ADJUSTMENTS (if Applicable) (total = 1.00) (refer to formulae at clause 1.1 of Annex D to this attachment)		
				(a)	(b)	(c)	(d)	(e)		(f)	(g)	(h)
				\$A	(INSERT FOREIGN CURRENCY)	\$A	(INSERT FOREIGN CURRENCY)	\$A	(INSERT FOREIGN CURRENCY)	Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
SSDDR: [...DESCRIPTION...] (CCM#1)												
TXRR (CCM#2)												
...												
SAA#1: [...DESCRIPTION...] (CCM#3)												
SAA#2: [...DESCRIPTION...] (CCM#4)												
SAA#3: [...DESCRIPTION...] (CCM#4)												

ANNEX C TO ATTACHMENT B

MILESTONE ENTRY AND EXIT CRITERIA

Insert the following rows relating to Concurrency Contract milestones into Table C-1 (milestone Criteria – Entry and Exit) at Annex C to Attachment B (Schedule of Milestone Entry and Exit Criteria) as follows:

MILESTONE	MILESTONE CRITERIA		DESCRIPTION OF RELEVANT SUPPLIES (if applicable) (refer to clause 6.11.1a. of the COC)
	ENTRY CRITERIA	EXIT CRITERIA	
(a)	(b)	(c)	(d)
...			
SAA#1: [...DESCRIPTION...] (CCM#3)	<ul style="list-style-type: none"> Entry criteria in MSR-CHECKLIST-SAA met. Training Readiness Review complete. Contractor obligations for Contract (Support) Operative Date (OD(S)) met, as per Approved CXP. [...DRAFTER TO INSERT OTHER CRITERIA...]. 	<ul style="list-style-type: none"> Exit criteria in MSR-CHECKLIST-SAA met. Acceptance/Approval (as relevant) of all CDRL items scheduled for delivery prior to or at CCM#3 (for CDRL items subject to Acceptance or Approval). Delivery of all CDRL items scheduled for delivery prior to or at CCM#3 (for CDRL items subject to Review). 	
...			
SAA#3: [...INSERT NUMBER...]: [...DESCRIPTION...] (CCM#4)	<ul style="list-style-type: none"> Completion of SAA#1 and SAA#2. Acceptance of sufficient numbers of Mission Systems and Support Resources to enable [...INSERT CAPABILITY-RELATED DESCRIPTION...]. Entry criteria in MSR-CHECKLIST-SAA met. [...DRAFTER TO INSERT OTHER CRITERIA...]. 	<ul style="list-style-type: none"> Exit criteria in MSR-CHECKLIST-SAA met. Acceptance/Approval (as relevant) of all CDRL items scheduled for delivery prior to or at CCM#[...INSERT NUMBER...] (for CDRL items subject to Acceptance or Approval). Delivery of all CDRL items scheduled for delivery prior to or at CCM#[...INSERT NUMBER...] (for CDRL items subject to Review). 	

ATTACHMENT C
DELIVERY SCHEDULE

Insert the following rows relating to Concurrent Contract Milestones in Table C-1 (Milestone Schedule) at Attachment C (Delivery Schedule) as follows:

MILESTONE				MILESTONE DATE (months after ED)	DELIVERY LOCATION
(a)				(b)	(c)
SSDDR: (CCM#1)	[...]	INSERT	DESCRIPTION...]	ED + [...INSERT NUMBER...]	[...INSERT LOCATION...]
...					
SAA#1: (CCM#3)	[...]	INSERT	DESCRIPTION...]	ED + [...INSERT NUMBER...]	[...INSERT LOCATION...]
...					
SAA#3: (CCM#4)	[...]	INSERT	DESCRIPTION...]	ED + [...INSERT NUMBER...]	[...INSERT LOCATION...]

ATTACHMENT M

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Insert the following abbreviation into the Acronyms and Abbreviations table:

Abbreviation	Description
CCM	Concurrent Contract Milestone

2. DEFINITIONS

Replace or Insert the following defined terms into the Definitions table:

Term	Status	Definition
Approved Subcontractor (Support)	(Core)	has the meaning given to the term Approved Subcontractor in the Contract (Support).
Change of Control	(Core)	means where a body corporate or entity that: <ol style="list-style-type: none"> a. Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; b. Controls the Contractor (Support) or the Guarantor (Support) ceases to Control the Contractor (Support) or the Guarantor (Support); c. does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor; or d. does not Control the Contractor (Support) or the Guarantor (Support) comes to Control the Contractor (Support) or the Guarantor (Support).
Commonwealth Contractor	(Core)	means a person (other than the Contractor, a Subcontractor, the Contractor (Support) or a Subcontractor (Support)) engaged by the Commonwealth to provide goods or services to the Commonwealth.
Commonwealth Default	(Core)	means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor under this Contract or a 'Commonwealth Default' as defined under the Contract (Support).
Concurrent Contract Milestone or CCM	(Core)	means those Milestones identified in Annex B to Attachment B as Concurrent Contract Milestones.
Confidential Information	(Core)	means: <ol style="list-style-type: none"> a. information in the Contract that is identified in Attachment N; b. any other information: <ol style="list-style-type: none"> (i) that is commercially sensitive (not generally known or ascertainable); and (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and (iii) that was provided with an express or implied understanding that it would remain confidential; and b. any information that is identified as Confidential Information (as that term is defined in the Contract (Support)) in the Contract (Support),

Term	Status	Definition
		but does not include information which: <ul style="list-style-type: none"> c. is or becomes public knowledge other than by breach of the Contract; d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party.
Contractor Default	(Core)	means a Default in relation to the Contract by the Contractor, Contractor Personnel, the Contractor (Support) or Contractor (Support) Personnel.
Contractor (Support) Default	(Core)	has the meaning given to the term Contractor Default in the Contract (Support)
Contractor (Support) Personnel	(Core)	has the meaning given to the term Contractor Personnel in the Contract (Support)
Contractor (Support) Premises	(Core)	has the meaning given to the term Contractor Premises in the Contract (Support)
Control	(Core)	means, in relation to the Contractor, the Contractor (Support), the Guarantor or the Guarantor (Support): <ul style="list-style-type: none"> a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in any of the Contractor, the Contractor (Support), the Guarantor or the Guarantor (Support); b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in any of the Contractor, the Contractor (Support), the Guarantor or the Guarantor (Support); c. the ability to appoint or remove a majority of the directors of any of the Contractor, the Contractor (Support), the Guarantor or the Guarantor (Support); d. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of any of the Contractor, the Contractor (Support), the Guarantor or the Guarantor (Support); or e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of any of the Contractor, the Contractor (Support), the Guarantor or the Guarantor (Support).

Term	Status	Definition
Default	(Core)	<p>means any of the following:</p> <ul style="list-style-type: none"> a. a breach of an express or implied provision of the Contract by a party to the Contract; and b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following: <ul style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; (ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; (iii) the Contractor or Contractor Personnel; and (iv) the Contractor (Support) or Contractor (Support) Personnel. <p>A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel, the Contractor (Support) or Contractor (Support) Personnel is taken to be a Default of the Contractor.</p>
Deliverable(s)	(Core)	has the meaning given to that term in the Contract (Support).
Excepted Risk	(Core)	<p>means an event or circumstance that is any of the following:</p> <ul style="list-style-type: none"> a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone; b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power; c. confiscation by governments or public authorities; and d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, <p>except to the extent that the event or circumstance (or any resulting delay, loss or damage):</p> <ul style="list-style-type: none"> e. arose out of or as a consequence of a Contractor Default or a Contractor (Support) Default; or f. could have been prevented or mitigated by reasonable care on the part of any of the Contractor, Contractor Personnel, the Contractor (Support) or Contractor (Support) Personnel.
GFF Delay Event (Support)	(Core)	has the meaning given to the term GFF Delay Event in the Contract (Support)
Guarantor (Support)	(Core)	means the Guarantor specified in the Details Schedule of the Contract (Support).
Product	(Core)	has the meaning given to that term in the Contract (Support).
Services	(Core)	has the meaning given to that term in the Contract (Support).
Subcontractor (Support)	(Core)	has the meaning given to the term Subcontractor in the Contract (Support).

Term	Status	Definition
Support System	(Core)	means the sum of the existing support infrastructure (including that of the Commonwealth, the Contractor and the Subcontractors, the Contractor (Support) and the Subcontractors (Support), and the additional support elements being generated under the Contract to enable the Mission System to be effectively operated and supported so that it can meet its operational requirements. The Support System includes support required for Support System Components. The Support System includes the support responsibilities undertaken by the Commonwealth, the Contractor, the Contractor (Support) and the Subcontractors (Support).
Unrelated Party	(Core)	means any person other than any of the following: a. the Commonwealth and Commonwealth Personnel; b. the Contractor and Contractor Personnel; c. the Contractor (Support) and Contractor (Support) Personnel; d. a Related Body Corporate of the Contractor; e. a Related Body Corporate of the Contractor (Support); f. an employee, officer or agent of a Related Body Corporate of the Contractor; and g. an employee, officer or agent of a Related Body Corporate of the Contractor (Support).

ATTACHMENT O

GOVERNMENT FURNISHED FACILITIES LICENCE

Amend clause 2.4.2 as follows:

2.4.2 The Contractor acknowledges and agrees that Commonwealth Contractors and the Contractor (Support) may access a GFF Licensed Area in accordance with their contracts with the Commonwealth.

Amend clause 2.4.3 as follows:

2.4.3 The Commonwealth shall comply with, and shall require any Commonwealth Contractors and the Contractor (Support) to comply with, any reasonable Contractor safety and security requirements.