

ASDEFCON LINKAGES MODULE AMENDMENT INSTRUCTIONS

CONTRACT (ACQUISITION)

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

Drafters should make any necessary formatting or grammatical changes when adding any new provisions or amending existing provisions in contract documents.

INFORMATION TABLE

Insert the following items into the Information Table:

Item (Attachment M)	21 Contract (Support) (Core)	Contract number (INSERT CONTRACT NUMBER) dated on or about the date of this Contract between the Commonwealth and the Contractor (Support) to provide the Services.
Item (Attachment M)	22 Contractor (Support) (Core)	(INSERT NAME OF SUPPORT CONTRACTOR) ABN (INSERT SUPPORT CONTRACTOR'S ABN)

Amend clauses 3.2.1c. and d. as follows:

- a. c. ensure that the Supplies are compatible with and do not restrict the performance of, or adversely affect, other equipment specified or referred to in the Contract or the Contract (Support) that will, or may, be used with the Supplies or the Services; and
- b. d. ensure that the Supplies will not restrict the performance of, or adversely affect the performance of the Contract (Support), or adversely affect the provision of the Services.

Amend clause 3.7.7 as follows:

3.7.7 The Contractor shall ensure that the GFM does not adversely impact on the provision of the Services or Products or on the production, delivery or functionality of Supplies.

Amend optional clause 3.7.10a. and Insert a new clause 3.7.10c. as follows:

a.	a Defect that was present in the item when it was provided to the Commonwealth by or through the Contractor or the Contractor (Support), or a Related Body Corporate of either of them, whether under the Contract, the Contract (Support) or another contract;
...	
c.	a Contractor (Support) Default.

Insert new clause 3.7.11 as follows:

3.7.11 If an item of GFM is included in both Attachment E to the Contract and Attachment E to the Contract (Support) the Contractor shall:

- a. coordinate with the Contractor (Support) regarding the use of the item of GFM for each of the Contract and the Contract (Support); and
- b. not be entitled to postponement or performance relief under clause 6.3 as a result of the item of GFM being used by the Contractor (Support) for the purposes of the Contract (Support).

Insert new clause 5.3.3d as follows:

- d. the Contractor (Support) to Use the TD or Software, or to grant a further sublicense to Use the TD or Software, to enable the Contractor (Support) to perform its obligations, functions or duties to the Commonwealth under the Contract (Support).

Insert new clauses 5.4.2d, e. and f. as follows:

- d. the Contractor (Support);
- e. an Approved Subcontractor (Support); or
- f. a Related Body Corporate of the Contractor (Support),

Insert new clause 5.7.1b.(iv) as follows:

- (iv) the Contractor (Support) to Use the Contract Material, or to grant a further sublicense to Use the Contract Material, to perform its obligations, functions or duties to the Commonwealth under the Contract (Support).

Amend clause 5.9.1b. as follows:

- b. the rights granted under the Sublicense shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD, Software and Contract Material (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth, the Contractor (Support) or a Commonwealth Contractor;

Amend clause 5.17.1b. as follows:

- b. the rights granted to the Commonwealth in accordance with clause 5 (including in relation to Commercial TD and Commercial Software), will not prevent the Materiel System from being used and supported as provided for in either the Contract or the Contract (Support) (as applicable);

Amend clauses 5.18.3c. and d. as follows:

- c. none of the Contractor, any Approved Subcontractor, the Contractor (Support), or any Approved Subcontractor (Support) is engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
- d. there are no proceedings threatened by or against the Contractor, any Approved Subcontractor, the Contractor (Support) or any Approved Subcontractor (Support) in relation to any of the IP and there is nothing that is likely to give rise to any such proceedings.

Amend clause 5.18.4 as follows:

5.18.4 The warranty under clause 5.18.1 and the obligations under clause 5.18.2 do not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a sublicensee of the Commonwealth (other than the Contractor (Support) or a Subcontractor (Support)) to comply with a relevant restriction specified in the TDSR Schedule.

Amend clause 5.20.2a. as follows:

- a. is not the Contractor, the Contractor (Support), a Subcontractor, a Subcontractor (Support), or a Related Body Corporate of any of them;

Amend clause 5.22.1 as follows:

5.22.1 The licences, rights and obligations under this clause 5 are in addition to; and:

- a. do not affect any other licences, rights or obligations relating to IP under any other contracts between the parties; and
 - b. are not limited by the IP rights granted or assigned to the Commonwealth under the Contract (Support),
- unless expressly stated otherwise for the purposes of this clause 5.

Amend clause 6.1.2 as follows:

6.1.2 Without limiting the Commonwealth’s other rights and remedies under the Contract, the Contract (Support) or at law, if the Contractor does not comply with its obligations under clause 6.1.1, the Commonwealth may be entitled to:

Amend clause 6.2.1 as follows:

6.2.1 Without affecting the Contractor’s obligations under clause 6.1.1, the Contractor shall take all reasonable steps to prevent and minimise delay and to mitigate Losses incurred by the Commonwealth, the Contractor or the Contractor (Support) due to delay.

Amend clauses 6.2.2b. and d. as follows:

- b. the steps that the Contractor, its Subcontractors, the Contractor (Support) and the Subcontractors (Support) are taking and will take to minimise the delay;
- ...
- d. whether the Contractor proposes to claim postponement of a date for delivery of Supplies or the Milestone Date, or seeks any other change to the Contract or the Contract (Support), on the basis of the delay.

Amend clause 6.3.1 as follows:

6.3.1 Subject to clauses 6.3.2, 6.3.3 and 6.5, the Contractor shall be entitled to postponement of a date for delivery of Supplies or a Milestone Date to the extent that:

- a. an event or circumstance:
 - ...
 - (ii) is beyond the reasonable control of the Contractor, the Subcontractors, the Contractor (Support) and the Subcontractors (Support); and
 - (iii) could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering the Contract or by the Contractor (Support) or the Subcontractors (Support) before entering the Contract (Support); or
- b. the Contractor is delayed in the performance of its obligations under the Contract by:
 - ...

Option: Insert if GFF is included in the draft Contract (Support).

- (i) (iv) a GFF Delay Event (Support),

- but only if:
- ...
 - d. the work under the Contract or the Contract (Support) cannot be performed in such a way as to meet the date for delivery of Supplies or the Milestone Date as is reasonable having regard to the Contract Price and any other relevant circumstances;
 - e. the Contractor has made and will make all reasonable endeavours to minimise delay and mitigate Losses incurred by the Commonwealth, the Contractor and the Contractor (Support);

- f. in the case of a delay resulting from an Excepted Risk, the Contractor and the Contractor (Support) have taken reasonable steps to prevent the delay occurring; and

...

Amend clause 6.3.2 as follows:

6.3.2 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date to the extent that the relevant delay resulted from:

...

- b. a Contractor (Support) Default;
- c. compliance with a direction under clause 12.4.10;
- d. d. compliance by the Contractor (Support) with a direction under clause 12.4.10 of the Contract (Support);
- e. a cessation of work under clause 8.3.3 of the SOW or the Commonwealth's inability to action a data item within the timeframes described in the CDRL in circumstances described in clause 2.4.8.2 of the SOW; or
- f. a cessation of work under clause 11.3.3 of Attachment A to the Contract (Support) or the Commonwealth's inability to action a data item within the timeframes described in Annex C of Attachment A to the Contract (Support) in the circumstances described in clause 2.4.8.2 of Attachment A to the Contract (Support).

Amend clauses 6.4.1a and d and the corresponding note to drafters as follows:

Note to drafters: If GFF is included in the draft Contract or Contract (Support) include the text in square brackets below, as applicable, otherwise delete.

- a. the delay resulted from a Commonwealth Default [**or GFF Delay Event or GFF Delay Event (Support)**];
- d. the Contractor provides substantiating evidence to the satisfaction of the Commonwealth Representative of the costs and steps taken to mitigate the Losses incurred by the Commonwealth, the Contractor and the Contractor (Support).

....

Amend clause 6.4.3 and the corresponding note to drafters as follows:

Note to drafters: If GFF is included in the draft Contract or Contract (Support) include the text in square brackets below as applicable, otherwise delete.

6.4.3 The Contractor shall only be entitled to postponement costs equal to the unavoidable additional costs that are:

- a. incurred by the Contractor as a direct consequence of the Commonwealth Default [**or GFF Delay Event or GFF Delay Event (Support)**] referred to in clause 6.4.1a; and
- b. not otherwise recovered by the Contractor (Support) from the Commonwealth under clause 6.4 of the Contract (Support).

Amend clause 6.5.4a. as follows:

- a. the Commonwealth is as well informed as is reasonably possible about the implications of a proposed direction for the Contract, the Contract (Support) or any other contract between the Contractor and the Commonwealth; and

Amend clause 6.5.5c. and the corresponding note to drafters as follows:

Note to drafters: If GFF is included in the draft Contract or Contract (Support) include the text in square brackets below as applicable, otherwise delete.

- c. any relevant Excepted Risk, Commonwealth Default [or GFF Delay Event or GFF Delay Event (Support)].

Amend clause 6.6.1a. as follows:

- a. the Commonwealth Representative has issued a direction under clause 6.5.1a after receiving a CCP under clause 6.3.4b, and the delay notified in that CCP was caused by an act or omission of the Commonwealth in relation to the Contract or the Contract (Support); or

Amend clause 6.6.3 as follows:

6.6.3 Subject to clause 6.6.4, the Contractor shall only be entitled to schedule recovery costs equal to the unavoidable additional costs that are:

- a. incurred by the Contractor as a direct consequence of complying with a direction under clause 6.5.1;
- b. determined to be consistent with Attachment B; and
- c. not otherwise recovered by the Contractor (Support) under the Contract (Support).

Schedule recovery costs shall not include postponement costs.

Amend clause 6.6.4 as follows:

6.6.4 If the Commonwealth issues a direction under clause 6.5.1d subsequent to negotiation in accordance with clause 6.5.6, the Contractor shall be entitled to schedule recovery costs that are:

- a. equal to all reasonable costs, including loss of profit, if any, incurred by the Contractor as a direct consequence of complying with the direction;
- b. determined by the Commonwealth in a manner which is consistent with Attachment B to the Contract and agreed in writing at the time of negotiation under clause 6.5.6; and
- c. not otherwise recovered by the Contractor (Support) under the Contract (Support)

Amend clause 6.8.4a. as follows:

- a. without limiting the Contractor's warranties and other obligations, rectify the Defect itself, by the Contractor (Support) or by a third party; and

Amend clause 6.8.14 as follows:

6.8.14 Any action of:

- a. the Contractor in correcting or replacing the Supplies and in complying with the directions of the Commonwealth Representative under this clause 6.8; or
- b. the Contractor (Support) in rectifying defects in the Deliverables and in complying with the directions of the Commonwealth Representative under clause 6.8 of the Contract (Support),

shall not entitle the Contractor to postponement of the date for delivery of the Supplies or the Milestone Date, or relieve the Contractor from performing its obligations under the Contract.

Amend clause 6.11.1b.(ii) as follows:

- (ii) if the Supplies are not subject to Acceptance, upon delivery to the Commonwealth, or, with the agreement of the Commonwealth, to the Contractor (Support) on behalf of the Commonwealth, under or in accordance with the Contract.

Amend clause 7.4.5b. as follows:

- b. to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract or by the Contractor (Support) to the Commonwealth in relation to the Contract (Support).

Insert new clause 7.5.3b. and **Amend** now clause 7.5.3c. as follows:

- b. to obtain compensation for Loss suffered in the event that the Contractor (Support) fails to perform the Contract (Support), including upon termination of the Contract (Support) in accordance with clause 13.2 of the Contract (Support); or
- c. to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract or by the Contractor (Support) to the Commonwealth in relation to the Contract (Support).

Option: The following amendments enable the Commonwealth to stop payments under the Contract (Acquisition) if payments are suspended under the Contract (Support). If the Commonwealth does not require these rights to be linked then do not incorporate this change.

If including this option, **Amend** clauses 7.9.1 and 7.9.2 as follows:

- 7.9.1 The Commonwealth may suspend some or all payments under the Contract if a Stop Payment Milestone is not achieved by the relevant Milestone Date or if payment is suspended under the Contract (Support) in accordance with clauses 1.5.8 or 7.9 of the Contract (Support).
- 7.9.2 The Commonwealth shall cease the suspension of payments under clause 7.9.1 if the relevant Stop Payment Milestone has been achieved and if payments under the Contract (Support) are not suspended or have ceased to be suspended.

Insert new clause 7.11.2d, e and f as follows:

- 7.11.2 Without limiting clause 7.9 or any other rights of the Commonwealth, the Commonwealth shall not pay the Contractor Incentive Payments for any assessment period if, during the assessment period:
 - ...
 - d. the Contractor (Support) did not achieve a Concurrent Contract Milestone (during an assessment period);
 - e. the Commonwealth was entitled to claim liquidated damages under the Contract (Support); or
 - f. the Commonwealth was entitled to terminate the Contract (Support) for Contractor (Support) Default under clause 13.2 of the Contract (Support).

Amend clause 8.2.2b. as follows:

- b. if the Defect comprises damage to the Supplies, the damage arose while the risk of loss of or damage to the Supplies resided with the Commonwealth under clause 10.7.1 and the Contractor is not otherwise liable for the damage under clause 10.8.2, or the Contractor (Support) is not otherwise liable for the damage under the Contract (Support), and:

Amend clause 8.2.3 as follows:

- 8.2.3 The Contractor's obligations under clause 8.2.1a do not require the Contractor to remedy a Defect in GFM incorporated into Supplies except to the extent that the Defect:
 - a. arose out of or as a consequence of a Contractor Default or Contractor (Support) Default or

- b. was present in the item when it was provided to the Commonwealth by or through the Contractor or the Contractor (Support) or a Related Body Corporate of either of them, whether under the Contract, the Contract (Support) or another contract.

Amend clause 8.2.5 as follows:

- 8.2.5 If the Contractor fails to rectify a Defect within the period specified in clause 8.2.1, the Commonwealth may itself or by a third party (including the Contractor (Support)) ensure that the rectification is performed:
- a. if the Commonwealth engages a third party (not including the Contractor (Support)) to perform the rectification work, the Contractor's warranties and obligations in relation to the Supplies will be reduced to the extent of the warranty given by the third party in relation to the rectification work;
 - b. the Commonwealth may elect to recover from the Contractor under clause 13.6 the amount of the Commonwealth's costs of the rectification work, including any amount incurred under the Contract (Support) in rectifying the Defect;
 - c. no amount shall be owing to the Commonwealth under this clause 8.2.5 until the Commonwealth elects to recover the amount; and
 - d. any action taken by the Commonwealth to require the Contractor (Support) to rectify the Defect does not affect or limit the Commonwealth's rights under this Contract or at common law.

Insert new clauses 8.2.9 and 8.2.10 as follows and renumber existing clause 8.2.9 as clause 8.2.11:

- 8.2.9 The Commonwealth may require a Defect in the Supplies to be rectified under clause 8.2.1 even if:
- a. the Defect may have arisen out of, or as a consequence of the Services or the performance of the Contract (Support); or
 - b. it is not clear to the Commonwealth whether or not the Defect arose out of or a consequence of the performance of the Contract or the Contract (Support) or both.
- 8.2.10 The Commonwealth may, in a notice given under clause 8.2.1, require the Defect to be rectified under the Contract (Support) and the Contractor shall:
- a. provide all assistance reasonably required by the Contractor (Support) to enable it to rectify the Defect under the Contract (Support); and
 - b. not be entitled to any additional amount in respect of such assistance, except to the extent that the Contractor demonstrates that the Defect meets the requirements of clause 8.2.2.

Amend clause 8.4.1 as follows:

- 8.4.1 The Contractor shall, for the period of **[INSERT PERIOD IN YEARS]** commencing immediately after delivery of the Supplies, maintain facilities or other arrangements for the supply to the Commonwealth, the Contractor (Support) or Commonwealth Contractors of sufficient quantities of spare parts and support equipment to enable the Supplies to be maintained.

Amend clause 10.1.1 as follows:

- 10.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with the death, personal injury, disease or illness of any employee or officer of the Contractor or the Contract (Support) in relation to the Contract.

Amend clause 10.2.1b. as follows:

- b. breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Contractor, Contractor Personnel, the Contractor (Support) or Contractor (Support) Personnel.

Amend clause 10.3.1 as follows:

- 10.3.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party arising out of or as a consequence of a Contractor Default or a Contractor (Support) Default, including a Claim in respect of:

Insert new clause 10.5.3 as follows:

- 10.5.3 The Commonwealth may not recover from the Contractor an amount under an indemnity given by the Contractor under clauses 10.1, 10.2 or 10.3 of this Contract to the extent that the Commonwealth has recovered that amount under an indemnity under clause 10.1, 10.2 or 10.3 of the Contract (Support) in respect of the same Loss.

Amend clause 10.6.4c. as follows:

- c. to accept compensation, including from the Contractor (Support), (instead of the LD Amount) as agreed in writing between the parties; or

Amend clause 10.6.9 as follows:

10.6.9 If:

- a. the Commonwealth elects to accept compensation instead of liquidated damages (whether in the form of further supplies or services or otherwise); or
- b. the Contractor provides compensation in respect of an amount of liquidated damages under the Contract (Support),

the Contractor shall prepare a CCP to effect a change to the Contract and any other contract between the Commonwealth and the Contractor that may be affected.

Amend clause 10.8.2 as follows:

10.8.2 The Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to:

- a. any Commonwealth Property (other than GFF) while it is:
 - (i) on any Contractor Premises;
 - (ii) on any Contractor (Support) Premises; or
 - (iii) being stored or transported by or on behalf of the Contractor, a Related Body Corporate of the Contractor, a Subcontractor, the Contractor (Support), a Related Body Corporate of the Contractor (Support) or a Subcontractor (Support); or
- b. any GFF (other than fair wear and tear) in respect of which the Contractor, a Subcontractor, the Contractor (Support) or a Subcontractor (Support) is responsible for controlling physical access, in connection with the Contract, whether or not the loss or damage arises out of or as a consequence of a Contractor Default or a Contractor (Support) Default.

Amend clause 10.8.4 as follows:

10.8.4 Without limiting clause 10.8.2, the Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to, Commonwealth Property arising out of or as a consequence of a Contractor Default or a Contractor (Support) Default.

Amend clause 10.10.4i. as follows:

- i. **(Wilful Default)** a Wilful Default of the Contractor, Contractor Personnel, the Contractor (Support) or Contractor (Support) Personnel;

Insert new clause 11.1.2c as follows:

- c. if the proposal involves a change to the Contract (Support), the Contractor:
 - (i) agrees that the Commonwealth is not able to properly assess the CCP without assessing any potential impacts on the Contract (Support);
 - (ii) shall notify and include in the CCP any potential impacts on the Contract (Support);
 - (iii) where required, shall liaise with and assist the Contractor (Support) to prepare a CCP to the Contract (Support) in accordance with clause 11.1 of the Contract (Support); and
 - (iv) shall coordinate with the Contractor (Support) to provide the CCP in relation to the Contract, and the CCP in relation to the Contract (Support), to the Commonwealth at the same time.

Amend clause 11.1.6c. as follows:

- c. any other CCP to this Contract which is proposed or required to address any non-performance of the Contractor under the Contract or of the Contractor (Support) under the Contract (Support).

Insert new clause 11.4.2b. and renumber existing clause 11.4.2b. as 11.4.2c. as follows:

- b. has executed an appropriate confidentiality deed poll under the Contract (Support); or
- c. is otherwise subject to an obligation not to disclose the Confidential Information to any other person on terms substantially equivalent to those in Annex B of Attachment I.

Amend clauses 11.4.3b. and d.(v) as follows:

- b. necessary for the conduct of any legal proceedings arising in connection with the Contract or the Contract (Support);
- ...
- d. to any of the following persons:
 - ...
 - (v) an employee, officer or agent of the Contractor (Support) who needs to know the information to enable the Contractor (Support) to perform its obligations to the Commonwealth under the Contract (Support) and to perform an obligation of the Contractor under this Contract.

Amend clause 11.5.2 as follows:

11.5.2 If the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation. The notification from the Contractor must detail the impact of the proposed arrangement on the Contract (Support) and on any existing arrangements the Contractor has in place with the Contractor (Support).

Amend clause 11.7.1 as follows:

11.7.1 During the performance of the Contract, the Contractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Contractor, provide the Commonwealth Representative, and any person authorised by the Commonwealth Representative, with access to its premises, records and accounts for any purpose related to the Contract or the Contractor's involvement, if any, in the Contract (Support). However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.

Insert new clause 11.7.4l. as follows:

- I. investigating the Contractor's involvement in relation to the Contract (Support), including with respect to any allocation or attribution of the Contractor's obligations to the Contract (Support).

Amend clause 11.7.5 as follows:

11.7.5 The Contractor shall permit the Commonwealth to, and shall facilitate the Commonwealth being able to, exercise its rights in this clause 11.7 to access Related Bodies' Corporate records (including subsidiary and parent company records) relating to transfer pricing, cross-subsidisation with Related Bodies Corporate and the allocation of overheads between the Contractor and the Related Bodies Corporate in connection with any investigation, audit or review referred to in clause 11.7.4. The Contractor shall also assist the Commonwealth to access any records of the Contractor (Support) in accordance with the Commonwealth's rights under the Contract (Support) and that are held by the Contractor.

Amend clauses 11.12.3a. to c. as follows:

- a. the ownership and management arrangements of the Contractor, the Guarantor, the Contractor (Support) or the Guarantor (Support) that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Contractor became aware of the prospective change;
- b. the ownership and management arrangements of the Contractor, the Guarantor, the Contractor (Support) or the Guarantor (Support) that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Contractor reasonably expects to be put in place if the change occurs;
- c. the impact (if any) that the change has had on the Contractor's, the Guarantor's, the Contractor (Support)'s or the Guarantor (Support)'s ability to meet its obligations under the Contract and the Contract (Support) or, if the change has yet to occur, that the Contractor reasonably expects the change to have on that ability; and

Insert new clause 11.13 as follows:

11.13 Contract (Support) (Core)

11.13.1 The Contractor acknowledges and agrees that any failure to comply or delay in complying with its obligations under the Contract may result in the Commonwealth:

- g. a. not being able to comply with its obligations under the Contract (Support);
- h. b. not being able to obtain the full benefit of the Services provided under the Contract (Support); or
- i. c. suffering loss or damage in connection with the Contract (Support).

11.13.2 The Contractor shall provide all necessary assistance to enable the Contractor (Support) to comply with its obligations under the Contract (Support) where such compliance requires the assistance of the Contractor.

- 11.13.3 Without limiting any other obligations and unless expressly stated otherwise in the Contract, if the Contractor requires the assistance of the Contractor (Support) to comply with its obligations under the Contract, the Contractor shall obtain and co-ordinate such assistance without the involvement of the Commonwealth.
- 11.13.4 Unless expressly stated in the Contract, nothing in the Contract (Support), or the exercise of rights by the Commonwealth under the Contract (Support) limits the Commonwealth's rights and remedies or increases its obligations, including at law, arising under or in connection with the Contract.
- 1.1.2 11.13.4 Without limiting any other provisions of this clause 11.13, the Contractor acknowledges and agrees that if the Contractor is substituted for the Contractor (Support) under clause 6.11 of the Contract (Support), that substitution shall not entitle the Contractor to a postponement of the date for delivery of Supplies or a Milestone Date, or relieve the Contractor from performing its obligations, under the Contract.

Insert new clauses 13.1.9 and 13.1.10 and renumber existing clause 13.1.9 as clause 13.1.11 as follows:

- 13.1.9 If a Dispute may impact on the Contract (Support), the Contractor shall notify the Contractor (Support) and, where appropriate, require the Contractor (Support) to participate in any negotiation, alternative dispute resolution or other processes referred to in this clause 13.
- 13.1.10 If the Contractor is required by the Contractor (Support) to participate in any negotiation, alternative dispute resolution or other process in respect of a dispute under the Contract (Support) that impacts on the Contract, the Contractor shall participate in such negotiation, alternative dispute resolution or other process.

Insert new clause 13.2.1h. as follows:

- h. the Contract (Support) is terminated in accordance with clause 13.2 of the Contract (Support) or otherwise for default.

Insert new clause 13.4.5 as follows:

- 13.4.5 The Contractor is not entitled to the amounts at clause 13.4.3b. if the scope of the Contract is reduced for convenience and the Contract (Support) is amended to substantially incorporate that scope.

Amend clause 13.6.1 as follows:

- 13.6.1 Without limiting the Commonwealth's other rights or remedies under the Contract:
- a. if the Commonwealth elects, in accordance with the Contract, to recover an amount from the Contractor or the Contractor otherwise owes any debt to the Commonwealth in relation to the Contract; or
 - b. the Contractor (Support) owes any debt to the Commonwealth in relation to the Contract (Support),
- the Commonwealth may:
- c. deduct the amount from payment of any claim; or
 - d. give the Contractor a notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days after receipt of notice.

Amend clause 13.6.2 as follows:

- 13.6.2 The Commonwealth may exercise any or all of its rights in respect of any security provided in accordance with clauses 7.4 or 7.5 to recover any debt owing by the Contractor or the Contractor (Support), except to the extent otherwise recovered by the Commonwealth under clause 13.6.1.

Insert new clause 13.6.5 as follows:

- 13.6.5 If the Commonwealth recovers an amount from the Contractor (Support) under the Contract (Support) in respect of a debt referred to in clause 13.6.1, the Commonwealth cannot recover that amount under this clause 13.6.