GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-ENG-CSC

(CONTRACTOR STANDING CAPABILITY SERVICES)

Status: Optional (to be used when access to an ongoing pool of Contractor Personnel is required to undertake engineering-related or other Services where the scope cannot be accurately forecast)

Purpose: To define the SOW-related provisions associated with the management and utilisation of a standing capability provided by the Contractor.

Policy: Nil.

Guidance: See the guidance in the General Guidance document for the CSC.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Annex G to Attachment B, ‘Contractor Standing Capability Pricing’ sets out the available CSC Service Hours and associated rates for the CSC skill sets, any overheads, and the baseline price for the CSC.

Annex D to Attachment B, ‘Rates for Survey and Quote Services’ sets out the rates for CSC Additional Resources, which are treated in the same way as any other work provided as S&Q Services.

Other DSDs set out the work requirements associated with particular CSC Tasks (eg, DSD-ENG-SERV sets out the framework for managing Major Changes, which would be utilised whenever the CSC was required to undertake a specific Major Change).

DID-ENG-CEMP (as modified by the *CSC Module*) is the governing plan for the CSC.

DID-SSM-SSMP is the governing plan for Key Persons.

COC clause 3.12, SOW clause 9.1 and DID-ENG-SSMP specify the requirements relating to Key Persons.

TDR D‑13 sets out the tender data requirements for pricing information for the CSC.

TDR E‑15 sets out the tender data requirements the required management and related information (eg, CSC composition) for the CSC.

Optional Clauses: None

# 6.1.2 Purpose of the CSC

Status: Core

Purpose: To define the purpose of the CSC.

Policy: Nil.

Guidance: This purpose of the CSC identified in clause 6.1.2 is likely to be suitable for the majority of situations, but may need to be modified to suit the particular requirements of the Contract.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Optional Clauses: None

# 6.1.3 Duration

Status: Core

Purpose: To define the duration within which the CSC is required to operate.

Policy: Nil.

Guidance: This clause enables the CSC to commence working from a date other than the Effective Date or the Operative Date and, therefore, the drafter can establish a start date that suits the particular requirements of the Contract. This is likely to be applicable when *ASDEFCON (Support)* is used in conjunction with an acquisition contract and there is no requirement to have an in‑service engineering team until the acquisition contract’s team is starting to wind down.

The use of the defined term, ‘CSC Term’, also enables the period of operation to be managed by the Commonwealth, and this approach has been provided because a standing capability may not be required for the entire life of the Contract.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Glossary, Attachment M includes the defined terms associated with the CSC.

Optional Clauses: None

# 6.2.1 Management, Coordination and Reporting

Status: Core

Purpose: To establish the management arrangements for the CSC.

Policy: Nil.

Guidance: This clause sets up a number of management requirements for the CSC, but drafters should also refer to clause 15 of the COC and Annex G to Attachment B to understand the full nature and scope of the management arrangements.

Clauses 6.2.1.1 and 6.2.1.2 require the Contractor to have a CSC Manager, who will be the primary point-of-contact for the Commonwealth Representative in relation to all CSC matters.

Clause 6.2.1.3 identifies the standing tasks of the CSC, which include the activities required for the efficient running of the CSC by the CSC Manager, but which are not covered through Approved CSC Task Plans. These standing tasks will consume available effort, and the drafter will need to determine the best way of handling this cost. Clause 6.2.1.4 makes it clear that the standing tasks must not exceed 10% of the available CSC Service Hours. This percentage has been selected for consistency with a reasonable upper limit on the level of effort for management tasks under earned value management systems.

Another option for managing these standing tasks is to raise a unique CSC Task Plan to cover this effort. If this latter option is selected, clause 6.2.1 will need to be modified accordingly.

Clause 6.2.1.5 enables the Commonwealth Representative to provide directions to the CSC Manager in relation to CSC matters. In essence, the provisions establish the CSC as a team that is subject to Commonwealth direction. Clause 15.8 of the COC establishes the parameters of these directions, which can include ceasing work on a task, prioritising particular tasks, and changing particular requirements and processes associated with a task. This provides the Commonwealth Representative with great discretionary powers, enabling the Commonwealth to use the CSC resources as an extension of the engineering (or other) expertise within the CASG SPO. However, there are commercial implications associated with this type of direction, and clause 15.8 of the COC also sets out these implications.

Clauses 6.2.1.6 and 6.2.1.7 require the parties to conduct joint workshops for planning purposes and to improve the efficiency and effectiveness of the CSC.

Clauses 6.2.1.8 - 6.2.1.11 set out the tactical requirements for managing and reporting against the respective CSC Tasks. Firstly, the Contractor is required to implement a task-management system to provide a database of all proposed, pending, authorised, suspended and completed CSC Tasks. This task-management system is accessed by both parties and provides a ready reference of the status of all CSC Tasks. Drafters should consider including this in the Data Management System (DMS) under SOW clause 2.3 if the CSC team is not located with or near the Commonwealth.

Secondly, the Contractor is required to have a CSC Master Schedule (CSCMS), which provides the schedule for all active and proposed tasks. While a schedule is provided when a CSC Task Plan is submitted for Approval, a consolidated schedule that includes all proposed tasks is required to enable the Commonwealth Representative to evaluate the implications of each proposed task on the existing tasks, to understand the constraints imposed by the existing tasks on the proposed task, and to ensure efficient utilisation of CSC team members (and expenditure). The schedule information for the proposed tasks is not formally incorporated into the Approved CSCMS until the CSC Task Plan is Approved (ie, the CSCMS, which includes a proposed task, is effectively an interim update).

Lastly, the Contractor is required to report its performance against the Approved CSC Task Plan in accordance with the CSC Status Report (CSCSR). As explained in the introductory guidance to this DSD, these schedules and reports have been deliberately separated from the Support Services Master Schedule (SSMS) and the standard Contract reports because the CSC may have a differing life to the remainder of the Contract.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Annex G to Attachment B, ‘Contractor Standing Capability Pricing’ sets out the available CSC Service Hours and associated rates for the CSC skill sets, any overheads, and the baseline price for the CSC.

Glossary, Attachment M includes the defined terms associated with the CSC.

SOW clause 2.3 for the task management system to be accessed through a DMS.

SOW clause 3.4.3 sets out the requirements for ad hoc meetings.

DID-ENG-CEMP (as modified by the *CSC Module*) sets out the requirements for the CSC task-management system.

DID-ENG-CSCMS sets out the requirements for the CSC Master Schedule.

DID-ENG-CSCSR sets out the requirements for CSC Status Reports.

Optional Clauses: None

# 6.2.2 CSC Task Plans

Status: Core

Purpose: To require the delivery of CSC Task Plans.

Policy: Nil.

Guidance: Clause 6.2.2 requires the Contractor to develop, deliver and update CSC Task Plans, in accordance with the requirements defined in DID-ENG-CSCTP. The intent behind this clause is to ensure that all CSC activities are covered by Approved CSC Task Plans (with the exception of standing tasks).

For management purposes, two categories of CSC Task have been defined, which provides for greater visibility into the more complex CSC Tasks. The Glossary defines the breakpoint between a CSC Category 1 Task and a CSC Category 2 Task at 400 person-hours of effort (ie, approximately 10 person-weeks). The drafter can amend this breakpoint if so desired, but any change should be made carefully because it affects both Contractor and Commonwealth effort. The current breakpoint of 400 person-hours has been established as a reasonable and risk-balanced point.

CSC Category 1 Tasks require more rigorous planning and reporting than CSC Category 2 Tasks. For example, a CSC Task Plan for a CSC Category 1 Task requires (among other things) ‘a resource-loaded schedule, which shows the major milestones and projected dates and is divided, wherever possible, into tasks of no longer than two weeks and which clearly identify the individual resources, including Subcontractors, involved in the tasks’.

In accordance with clause 6.2.2.9, a CSC Task Plan for a CSC Category 1 Task is required to be undertaken as a CSC Category 2 Task. This clause means that the development of the CSC Task Plan for a more complex task must be undertaken under an Approved CSC Task Plan (ie, a small plan to cover the planning required for the bigger plan). This approach accords with best practice process frameworks, such as the Capability Maturity Model Integration (CMMI)©. A separate CSC Task Plan to cover the planning for a CSC Category 2 Task is not required because this would not be efficient. Notwithstanding, the development of a CSC Task Plan for a CSC Category 2 Task will still take effort, which is factored into the available effort and costs through the standing tasks identified in clause 6.2.1.3.

In addition to the categorisation of the CSC Tasks, the DSD sets out the requirements for three different types of CSC Tasks (ie, Major Change Tasks, Study Tasks, and Other Tasks), which are addressed through clause 6.3 of this DSD.

Clauses 6.2.2.10 and 6.2.2.12 establish broad entry and exit criteria for each CSC Task and make it clear that each CSC Task operates under an Approved CSC Task Plan. Drafters may include additional entry and exit criteria, if required to suit the particular requirements of a Contract, but should aim to minimise administrative process where possible. Note that, in accordance with DID-ENG-CSCTP, one of the requirements for any multi-stage task is the development of the CSC Task Plan for any subsequent stage(s) as part of the scope of work for the current stage.

Clause 6.2.2.10 enables the Commonwealth Representative to direct that work on a CSC Task must commence before the CSC Task Plan is Approved. While this can increase risk, it may be necessary (for example) to satisfy urgent operational requirements.

Clause 6.2.2.10 enables the Commonwealth Representative to waive particular requirements of a CSC Task Plan, which can occur when these requirements are either no longer required or no longer represent value for money. The impact of the Commonwealth Representative’s direction in this regard is addressed by clause 15.8 of the COC.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Glossary, Attachment M includes the defined terms associated with the CSC.

DID-ENG-CSCTP sets out the requirements for both categories of CSC Task Plan.

Optional Clauses: None

# 6.3.1 Major Change Tasks

Status: Core

Purpose: To define the requirements for developing, implementing and achieving Acceptance of a Major Change.

Policy: TBD

Guidance: The technical requirements for undertaking a Major Change are defined in DSD-ENG-SERV, particularly clauses 6.2.4, ‘Analysis of Change Requests’ and clause 6.2.5, ‘Developmental Activities for Major Changes’. This clause 6.3.1 does not change the provisions of DSD-ENG-SERV; instead, it places additional management requirements around DSD-ENG-SERV for the purposes of the operation of the CSC, as outlined in the following paragraphs.

Clause 6.3.1 breaks the Major Change process into four stages to reduce the risk to both parties. If a proposal for a Major Change were to be undertaken as a single stage, the Contractor would be unlikely to be willing to provide a capped price and the Commonwealth would be exposed, therefore, to (potentially significant) price increases under Time and Materials (T&M) arrangements as the development progressed. If a capped price were to be obtained, however, it would be likely to include a significant contingency budget.

By breaking the process into stages, the risks can be identified during the analysis and requirements-definition phase, thereby reducing the potential cost exposure. The first two stages are undertaken as CSC T&M Tasks (although they can be undertaken as CSC Capped Price Tasks if agreed between the parties), while the final two stages are undertaken as CSC Capped Price Tasks. The Contractor should be reasonably able to provide a ‘capped price’ once the analysis during the first two stages has been completed; hence, there is no option to agree an alternative pricing approach for the latter stages.

Note that each stage would be typically undertaken under a separate CSC Task Plan; however, for simpler Major Change requirements, the separate plans can be combined, where agreed, to reduce unnecessary administrative overhead.

It may appear strange to be discussing T&M and ‘capped price’ when the Commonwealth is paying for a standing capability and, therefore, all work is effectively T&M. Essentially, the work is ‘priced’ in terms of hours to be used from the established pool of CSC Service Hours (as set out in Annex G to Attachment B) and the corresponding CSC Personnel, plus the cost of any CSC Additional Resources. The provisions governing CSC Capped Price Tasks and CSC T&M Tasks are included in clause 15 of the COC. Under the arrangements for a CSC Capped Price Task, the Commonwealth pays up to the ceiling price defined by the ‘capped price’ and, if the Contractor costs exceed the ‘capped price’, then it absorbs the cost overrun (in both CSC Service Hours and CSC Additional Resources). On the other hand, if the Contractor meets the requirements of a task for less than the ‘capped price’, then the unused hours become available for use for other CSC Tasks (ie, the Contractor is required to perform the requirements of the CSC Task within the ‘capped price’ for a CSC Capped Price Task).

While this approach may seem to encourage the Contractor to over-price any CSC Capped Price Tasks, the Commonwealth Representative should be continually monitoring the pricing information provided by the Contractor and, if over-pricing were to be identified, appropriate contract-management action should be taken. In this regard, the provisions of clause 15.2 of the COC encourage the Contractor not to over-price because the CSC Term is ‘extendable’ and subject to the adjustment of the quantity and type of CSC resources. It is important, therefore, that the provisions of clause 15.8.2 of the COC in relation to the use of third parties not be modified.

The number of CSC Service Hours actually provided by the Contractor is reconciled with the Commonwealth for each CSC Period (eg, six monthly, as defined in Attachment M) in accordance with clause 15 of the COC.

This approach means that the Commonwealth Representative must not only monitor the usage of CSC Service Hours by the CSC, but must also monitor under which tasks the hours are used. This also becomes particularly important for payment because in accordance with clause 15 of the COC, the Commonwealth only pays up to a set percentage of the ‘capped price’ under a CSC Capped Price Task (ie, 80%) and the balance is paid once the task is completed (or at agreed milestones). Note that this is made more complicated because there may not be sufficient tasks available to occupy all members of the CSC; however, as stated earlier, the Commonwealth is still liable to pay for any unused effort.

Related Clauses/Documents:

DSD-ENG-SERV sets out the governing requirements for Major Changes.

COC clause 15 provides the commercial terms associated with the CSC.

Optional Clauses: None

# 6.3.2 Study Tasks

Status: Core

Purpose: To define the requirements for undertaking studies into particular issues or problems associated with the Products Being Supported.

Policy: Nil.

Guidance: Clause 6.3.2 sets out a minimal set of governing requirements for a study task because the nature and scope of required studies, which may be applicable over the period of the Contract, cannot be predicted or defined in advance. For this reason, Study Tasks are undertaken on a T&M basis as CSC T&M Tasks.

Clause 6.3.2.3 requires any implementation activities, which arise from undertaking a Study Task, to be undertaken under a separate CSC Task Plan. For example, the initial Study Task may result in a more focussed follow-on study, as a Study Task, or the development and implementation of a Major Change, as a Major Change Task. In another example, a study into the reliability and availability of a set of Repairable Items (RIs) could identify that additional RIs are required. These additional RIs could be procured by the CSC through an ‘Other Task’ (see next clause) or through the Supply Services provisions of the SOW (including DSDs).

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Optional Clauses: None

# 6.3.3 Other Tasks

Status: Core

Purpose: To define the requirements for undertaking tasks other than Major Change Tasks or Study Tasks.

Policy: Nil.

Guidance: The only provision placed on Other Tasks is that they must be undertaken on a ‘capped price’ basis, as CSC Capped Price Tasks. An example of an Other Task is a Minor Change (eg, an update to a publication). As the envisaged Other Tasks are either minor in scope or readily able to be scoped, it is not unreasonable that these be performed as CSC Capped Price Tasks.

Related Clauses/Documents:

COC clause 15 provides the commercial terms associated with the CSC.

Other clauses in the SOW (including DSDs) that set requirements for S&Q Services, which do not relate to a Study Task or a Major Change.

Optional Clauses: None

Detailed Service Description

1. DSD Number: DSD-ENG-CSC-V5.0
2. Title: Contractor Standing Capability SERVICES
3. Description and Intended Use

This DSD describes the requirements for the use of a Contractor Standing Capability (CSC) to undertake a range of Services that are identified as S&Q Services in the SOW.

1. Inter-relationships

This DSD forms part of the SOW.

This DSD must be applied in conjunction with the Engineering Services defined in the Engineering Support requirements of the SOW and associated DSDs.

1. Applicable Documents

The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD. Do not include reference to Defence policy (eg, DI(G)s) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

|  |  |
| --- | --- |
| 1. Nil |  |

1. Service Description
   1. Introduction
      1. Scope of DSD

This DSD defines the nature of the work and the associated management requirements to be undertaken for, and by, the CSC.

* + 1. Purpose of the CSC

Note to drafters: Amend the following clause to align the CSC requirements for the Contract.

The parties acknowledge and agree that the purpose of the CSC is to:

evolve and enhance the Products Being Supported; and

investigate any other issue or problem that is affecting, or could affect, the performance, technical integrity, supportability, cost or other consideration associated with the Products Being Supported over the Life-of-Type of the Materiel System.

* + 1. Duration

The Contractor shall implement a CSC from the CSC Commencement Date and for the CSC Term in accordance with this DSD and clause 15 of the COC.

* 1. CSC Management
     1. Management, Coordination and Reporting

The CSC shall be managed and coordinated by the CSC Manager.

The Commonwealth Representative will liaise with the CSC Manager in relation to all CSC matters and in particular all proposed or Approved CSC Tasks, including in relation to tasking the CSC, prioritising work, monitoring performance, resolving performance deficiencies, witnessing Verification activities, and Approving or Accepting CSC Task outcomes. The CSC Manager will be the Commonwealth Representative’s point of contact in relation to the CSC and CSC Additional Resources.

The CSC Manager shall be responsible for the standing tasks of the CSC, which include:

developing CSC Task Plans for CSC Category 2 Tasks;

maintaining CSC Task Plans; and

meeting the requirements of this clause 6.2.1 in relation to task management, scheduling, reporting, and conducting the joint workshop.

Except where otherwise agreed, in writing, by the Commonwealth Representative, the effort required to perform the standing tasks under clause 6.2.1.3 shall not exceed 10% of the total CSC Service Hours in the CSC Period.

The Commonwealth Representative may issue directions to the CSC Manager in relation to CSC Tasks or any other matter in relation to the CSC, in accordance with the provisions of clause 15.8 of the COC.

The Commonwealth Representative and CSC Manager and representatives nominated by each party shall conduct a joint workshop, at least quarterly during the CSC Term, to:

identify and prioritise proposed CSC Tasks to be undertaken over the planning period of interest (eg, six months);

review the effectiveness and efficiency of the Contractor’s and Commonwealth’s processes applied to current and closed CSC Tasks, with the intention of improving the performance of future CSC Tasks;

discuss the closure of CSC Tasks; and

any other matters agreed between the parties.

The parties shall conduct the preparation, notice and follow-up to the joint workshop as identified in clause 6.2.1.6 in accordance with clause 3.4.3 (Ad Hoc Meetings) of the SOW.

The Contractor shall develop and update a CSC task-management system to manage and control all proposed, pending, authorised, suspended and completed CSC Tasks in accordance with the Approved CEMP.

The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the CSC task-management system for the Term.

As part of the CSC task-management system, the Contractor shall develop, deliver and update a schedule for all active and proposed CSC Tasks in accordance with CDRL Line Number ENG‑910.

The Contractor shall report against the performance of its Approved CSC Tasks in accordance with CDRL Line Number ENG‑920.

Unless otherwise agreed by the Commonwealth Representative in writing, the Contractor shall manage all Personnel that fill CSC Staff Positions as Key Persons in accordance with clause 3.12 of the COC.

* + 1. CSC Task Plans

Where the Commonwealth requires the Contractor to perform a CSC Task, the Commonwealth Representative shall, by written notice to the Contractor, request the Contractor develop a CSC Task Plan for the proposed CSC Task.

The Commonwealth Representative may specify, in a notice under clause 6.2.2.1, that a proposed CSC Task be performed as a CSC Capped Price Task or as a CSC T&M Task.

Where a CSC Task is proposed by the Commonwealth, the notice under clause 6.2.2.1 shall include:

the purpose of the proposed CSC Task; and

a brief written description of the proposed CSC Task, or a statement of work for a more complicated proposed CSC Task, to enable the Contractor to develop a CSC Task Plan in accordance with clause 6.2.2.4.

The Contractor shall develop, deliver and update CSC Task Plans in accordance with CDRL Line Number ENG‑900.

Note: The CSC Task Plan also identifies the use of CSC Additional Resources, which supplement the capacity and capability of the CSC, when required.

The Contractor shall submit any requests for CSC Additional Resources as part of the CSC Task Plan, and in accordance with clause 15.4 of the COC.

Where the CSC Service Hours have been 'used up' for the CSC Term for any CSC Personnel but those CSC Personnel are available for additional tasking for the remainder of the CSC Term, the Contractor may propose to use those CSC Personnel as CSC Additional Resources.

The Contractor should, in determining whether CSC Additional Resources are required, utilise CSC Personnel on the basis set out in Annex G to Attachment B. The Contractor shall not use CSC Personnel outside the basis set out in Annex G to Attachment B for an extended period without the Commonwealth's prior written consent.

The Contractor shall, in preparing each CSC Task Plan for the Commonwealth, ensure that:

the CSC Task Plan is reasonable having regard to the Contractor’s understanding of the activities required to complete the proposed CSC Task, and having regard to any instruction the Commonwealth Representative has provided as to the required date for completion of the proposed CSC Task and its priority;

the CSC Task Plan takes into account reasonable contingencies for the time and effort it will take to initiate and complete the proposed CSC Task;

the CSC Task Plan would be considered by a prudent and competent contractor in the Contractor's position to be a sound and achievable approach to the performance of the proposed CSC Task; and

the CSC Service Hours estimated by the Contractor as being required to be undertaken by each person in the CSC to complete the proposed CSC Task are based on an efficient and effective use of those Personnel and are a reasonable estimate of the level of effort required to complete the proposed CSC Task.

The Contractor shall undertake the development of a CSC Task Plan for a CSC Category 1 Task as a CSC Category 2 Task.

Except where otherwise directed, in writing, by the Commonwealth Representative, the Contractor shall not commence work on a CSC Task until the CSC Task Plan for that task is Approved.

Subject to clause 6.2.2.10, the Contractor shall undertake each CSC Task in accordance with:

the Approved CSC Task Plan for that CSC Task;

the Contract and the requirements for each type of CSC Task specified in this DSD; and

any directions given in accordance with clause 6.2.1.5.

The Contractor shall not close a CSC Task until the Commonwealth Representative agrees, in writing, that the requirements of the Approved CSC Task Plan have been satisfied, except to the extent directed by the Commonwealth Representative in accordance with clause 6.2.1.5.

* 1. Undertaking Specific Services using the CSC
     1. Major Change Tasks

When the development of a Major Change is required to be performed as a CSC Task (Major Change Task), the Contractor shall undertake this task in accordance with this clause 6.3.1 and DSD-ENG-SERV.

For each Major Change Task, the Contractor shall apply the following sequence of stages, except where otherwise agreed between the parties:

Stage 1 – analysis of change requests;

Stage 2 – requirements analysis and development of the Engineering Change Proposal (ECP) and/or Software Change Proposal, as applicable;

Stage 3 – design and development of the Major Change; and

Stage 4 – implementation, Verification and Validation, Acceptance and incorporation of the Major Change.

Each of these stages identified in clause 6.3.1.2 shall be the subject of a separate CSC Task Plan, except where otherwise agreed between the parties, and may be the subject of a different category of CSC Task.

The Contractor shall undertake Stages 1 and 2 as CSC T&M Tasks, unless otherwise agreed between the parties.

The Contractor shall undertake Stages 3 and 4 as CSC Capped Price Tasks, unless otherwise agreed between the parties.

The CSC Manager shall present the relevant outcomes from undertaking these stages to the applicable Commonwealth CCBs, as specified in the Approved CSC Task Plan and in accordance with the Approved CEMP or the Approved CMP, as applicable to the Contract.

* + 1. Study Tasks

A CSC Task can involve studies into issues or problems that are affecting, or could affect, the performance, technical integrity, supportability, cost or other consideration associated with the Products Being Supported (Study Task).

The Contractor shall undertake all Study Tasks as CSC T&M Tasks, except where otherwise agreed between the parties.

Subject to clause 6.2.2.10, where the outcome of a Study Task recommends additional CSC activities, and the Commonwealth Representative agrees to those recommendations, the Contractor shall undertake these additional activities under a separate CSC Task Plan.

* + 1. Other Tasks

The Contractor shall conduct all CSC Tasks, other than Major Change Tasks and Study Tasks, as CSC Capped Price Tasks (Other Tasks) unless otherwise agreed between the parties.