DATA ITEM DESCRIPTION

1. DID NUMBER: -
2. TITLE: Contract status report
3. DESCRIPTION and intended use

The Contract Status Report (CSR) is the Contractor’s principal statement and explanation of the status of the Contract at the end of each reporting period.

The Contractor uses the CSR to inform the Commonwealth and to provide regular updates on:

performance of the Services;

planned activities; and

opportunities, problems, risks and Issues.

The Commonwealth uses the CSR:

1. to assist with monitoring the performance of the Contractor;
2. as a document that forms the historical record of contractual performance; and
3. to determine that the Services are meeting contractual requirements.
4. INTER-RELATIONSHIPS

The CSR is subordinate to the following data items, where these data items are required under the Contract:

1. Support Services Management Plan (SSMP);
2. Australian Industry Capability (AIC) Plan; and
3. all other plans for which there is a reporting requirement identified in this DID.

The CSR inter-relates with the following data items, where these data items are required under the Contract:

1. Support Services Master Schedule (SSMS);
2. Innovation / Efficiency Implementation Plan (IEIP);
3. Support Services Verification Matrix (SSVM); and
4. all other reports and minutes of meetings required under the Contract.

The CSR inter-relates with the Technical Data and Software Rights (TDSR) Schedule.

1. APPLICABLE DOCUMENTS

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

|  |  |
| --- | --- |
|  | 1. Australian Contract Expenditure (ACE) Measurement Rules |

1. Preparation Instructions
   1. Generic Format and Content

The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled ‘General Requirements for Data Items’.

When the Contract has specified delivery of another data item (eg, schedule or register) that contains aspects of the required information (including for the same reporting period), the CSR shall summarise these aspects and refer to the other data item.

The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

* 1. Specific Content
     1. Overview

The CSR shall identify the date at which the CSR is statused and the time period since the status date of the previous CSR (the ‘reporting period’).

The CSR shall include a brief summary of the more important aspects of the report, including:

1. the scope of the activities performed for the provision of applicable Services during the reporting period;
2. the overall achievement or non-achievement of Performance Measures, including Key Performance Indicators (KPIs) and any Other Performance Measures (OPMs), where these are required under the Contract; and
3. expected changes and significant forthcoming events in the future provision of Services and Contract management, as applicable.
   * 1. Contract Status

The CSR shall include the following information:

a summary of significant work activities (including those undertaken by Approved Subcontractors) undertaken during the reporting period;

a summary of significant work activities (including those to be undertaken by Approved Subcontractors) expected to be undertaken in the next reporting period;

a summary of any long-term changes or foreseen events and the impact (beneficial or otherwise) that these are expected to have on the applicable Services;

a report identifying the status of all outstanding data items, the data items delivered during the reporting period and the data items to be delivered in the next reporting period, including delivered / due dates (as applicable), review cycles and results;

a report providing a list of those data items that have been reviewed for accuracy in accordance with the maintenance requirements of the CDRL, and found not to need updating;

a list of all action items and their status from Periodic Performance Reviews;

a report on progress of any required Export Approvals (if applicable);

a summary of the Contractor's Configuration Control Board (CCB) minutes, including documentation of the major decisions of the Contractor CCB meetings (if applicable);

details of progress made against all Approved Remediation Plans other than those reported under clause 6.2.3 (if applicable);

a list of correspondence that requires a response from the Commonwealth, but for which no response has been received; and

a list of Commonwealth correspondence to the Contractor for which a response is outstanding, and an estimate of the response date.

The CSR shall include one of the two following statements from the Contractor (along with any additional information required by the statement) pursuant to COC clause 11.2:

1. ‘During the reporting period, there has been no event or series of events that has triggered any of the Contractor's reporting obligations pursuant to COC clause 11.2’; and
2. ‘During the reporting period, there has been an event or series of events that has triggered one or more of the Contractor's reporting obligations pursuant to COC clause 11.2. A summary of those events is set out below.’ [… Contractor to insert details of non-conformance(s) / trigger event(s) …]
   * 1. Performance Measurement Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR (eg, in order to inform Performance Assessment Reviews).

Where reporting against KPIs or OPMs (or both) is required under the Contract, the CSR shall include a Performance Measurement Report that sets out, for the associated Review Period:

1. the Contractor’s collation of performance data, including the Contractor’s evaluation and analysis of that data;
2. the Contractor’s calculation of:

the Achieved Performance, Adjusted Performance Score and Performance Band for each KPI;

the results against Other Performance Measures (OPMs); and

the Performance Payments; and

1. the identification of any restrictions on certain payments, as defined by clause 7 of the COC.

The Performance Measurement Report shall, for each KPI and for each OPM that is a measure of the Contractor’s performance (whether related to the Services or compliance with the Contract):

1. report the result in terms of the metric used for the Performance Measure;
2. report on the achievement or non-achievement of the Required Performance Level or other specified threshold, when one is applicable to the Performance Measure;
3. if a Required Performance Level or other specified threshold for a Performance Measure was not achieved during the Review Period:

identify and summarise the reasons for the non-achievement; and

provide an assessment of the resources or other factors needed to achieve the Required Performance Level or other specified threshold, or to overcome the identified reasons for non‑achievement, as applicable, in future Review Periods;

1. summarise the progress made against any Remediation Plans, that are related to Performance Measures, during the Review Period; and
2. provide a comparison with results from previous Review Periods to enable the identification of performance trends.

Where OPMs are used to forecast the future performance of the Products Being Supported and the attendant Support System (eg, as lead indicators of the future Capability and supportability of the Materiel System), the Performance Measurement Report shall, for each such OPM:

1. report the result in terms of the metric used for the OPM and the relevance, if any, of the result in relation to established performance baselines or thresholds;
2. provide a comparison with previous results to enable the identification of system performance trends;
3. cross-refer to any related analyses undertaken during the reporting period to assess the impact of the results, or previous related results, on the Materiel System or Contract, as applicable; and
4. cross-refer to any risks, Issues or problems that have been identified in response to the results, including those that may affect Contractor’s capability to provide Services in the future.

For each of the major (Routine and Ad Hoc) Services provided during the reporting period that are managed against a schedule (eg, a Major Change program or a maintenance overhaul exceeding one month in duration), and including those Services in progress, the Performance Measurement Report shall report the progress achieved against the relevant schedule. This shall be supported by Performance Measures appropriate to the scope of work for the individual tasks within each schedule.

If a significant quantity of performance measurement and related information is to be reported, the Performance Measurement Report should use graphical representations to summarise overall achievement levels.

* + 1. Capability Innovations and Efficiencies Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR (eg, in order to inform Performance Assessment Reviews).

The CSR shall include a Capability Innovations and Efficiencies Report, which shall provide, for the associated reporting period(s), a summary of:

1. each Approved Innovation / Efficiency (IE) being progressed, including its goals and, where applicable, projected costs / cost-savings and/or productivity improvements;
2. progress for each Approved IE including, as applicable, preparation of the Contract Change Proposal (CCP) to incorporate the Approved IE, or progress against the separate implementation plan appended to the Approved IEIP;
3. any problems or Issues encountered with implementing an Approved IE, including the approach to resolving the problems or Issues;
4. any potential IEs awaiting disposition by the Commonwealth; and
5. any potential IEs rejected by the Commonwealth.
   * 1. Finance Report

The CSR shall include a Finance Report, which facilitates a review of financial management activities undertaken during the reporting period and identifies factors related to future financial management and budgeting activities.

The Finance Report shall include, for the current reporting period (as applicable):

1. Recurring Services where the scope of the Services were significantly less than or greater than the description contained in Annex B to Attachment B or the SOW, where those Services are described in quantitative terms;
2. Task-Priced Services that either exceeded or were significantly less than the Estimated Arisings, if listed, in Annex D to Attachment B;
3. a summary of the payments for Survey and Quote (S&Q) Services, including the type of Services and quantity of S&Q Orders within nominal price ranges; and
4. a summary of CCPs, if any, implemented for changes in the Rate of Effort, as required under the SOW.

The Finance Report shall include, for future financial management and budgeting activities (as applicable):

1. a forecast estimate of claims for payment for the next reporting period, including the aggregate of known Ad Hoc Services (eg, programmed Major Change development activities paid for as S&Q Services);
2. recommended changes to the Price and Payment Schedule (Attachment B) categories for Services, such as:

Task-Priced Services with regular arising rates, which may be considered for Recurring Services;

Recurring Services with irregular arising rates, which may be considered for Task-Priced Services; and

S&Q Services with consistent costs, or costs and arising rates, which may be considered for Task-Priced Services or Recurring Services;

1. recommended changes to the cumulative value or total number of Pre-Authorised Ad Hoc Services defined in the COC; and
2. a summary of details of an anticipated CCP applicable to established or forecast changes in the Rate of Effort, as defined in the SOW.
   * 1. Risk Report

The CSR shall include a Risk Report, which reflects the current status of risk for the Contract, including for any Ad Hoc Services.

The Risk Report shall include risks from the Risk Register that affect the Contract or any Ad Hoc Services, showing either the 20 most significant risks or all risks that are assessed as high (or higher), whichever is the greater number.

The Risk Report shall include highlights of progress in risk mitigation activities and any changes in risk status since the previous CSR.

* + 1. Problem Report

The CSR shall include a Problem Report, which describes the significant problems experienced during the reporting period and any potential problems. For each problem, the description shall include:

1. an account of the problem;
2. the effect of the problem on the Contract to date;
3. the proposed resolution;
4. any requested Commonwealth Representative actions to overcome or mitigate the problem;
5. the effect on the Contract if the proposed actions are put into effect; and
6. the effect on the Contract if the proposed actions are not taken or fail.
   * 1. Configuration Change Register

The CSR shall include a Configuration Change Register (CCR), which records all activities relating to CCPs, Engineering Change Proposals (ECPs) and Deviations (including variances) during the reporting period. The first section of the CCR shall contain active items, and the second section shall contain brief details of closed and completed items.

The active items section of the CCR shall include information such as reference number, title, abstract, date raised, date approved, affected Contract clause number, responsible party, cost/savings involved, date of last action, status at last action, target date for completion of next action, target status at completion of next action, and target date for completion of the CCP, ECP or Deviation.

The closed and completed section of the CCR shall include information such as reference number, title, abstract, affected Contract clause number, cost/savings involved, and closure/completion date.

* + 1. Quality Assurance Report

The CSR shall include a Quality Assurance Report, which addresses:

1. Certification status and external audit results;
2. internal audit non-conformances;
3. a summary of Subcontractor audits performed and details of non-conformances detected;
4. a summary of the actions taken to resolve non-conformances and any outstanding actions that are still pending;
5. any significant changes to the Quality Management procedures that are likely to impact on the Services; and
6. any other quality-related subject on an exception basis nominated by the Commonwealth Representative or Quality Assurance Representative.
   * 1. Personnel Report

The CSR shall include a Personnel Report, which provides the following information:

the number of Full-Time Equivalent (FTE) Personnel being employed by the Contractor and each Approved Subcontractor for the purposes of the Contract, including the location (by country and within Australia by the postcode of the place of employment);

details of the actual versus planned FTE (both total and by skill category) for the Contractor, including any issues with respect to fulfilling the personnel requirements in relation to numbers, skills and experience);

any issues with respect to Key Persons, including any proposed changes to Key Persons or Key Staff Positions;

a statement as to whether or not the Contractor’s obligations in regard to current and future contracts / work has any implications for the Contract in relation to fulfilling the personnel requirements; and

a brief description as to how any identified issues are being addressed.

* + 1. Australian Industry Capability Management Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

The CSR shall include an Australian Industry Capability (AIC) Management Report that describes the implementation of the AIC Plan and the overall achievements of the AIC program.

The AIC Management Report shall include the following information for the reporting period:

1. a description of the activities undertaken to provide assurance that AIC Obligations were met and AIC Objectives were pursued, in accordance with the Approved AIC Plan;
2. an explanation for over or under performance in relation to the AIC Plan, including what actions will be taken to address any underperformance;
3. identify any emerging risks (eg, skills shortages for Industry Capabilities) that could prevent full achievement of the AIC Plan and the proposed mitigation;
4. a summary of any emerging opportunities to enhance AIC cross-referring, when applicable, to the Capability Innovations and Efficiencies Report for additional detail;
5. if the CDRL requires the AIC Management Report to be delivered at a different time to the remainder of the CSR, the AIC Management Report shall include:

the Subcontractor Report in accordance with clause 6.2.15; and

the Personnel Report in accordance with clause 6.2.10;

1. details of any specific activities or commitments by the Contractor and Approved Subcontractors to provide further support to the Indigenous Procurement Policy or the engagement and employment of ANZ veterans;
2. identification of any achievements, suitable for publication, that demonstrate the benefits of the AIC program to Defence and/or to promote the value of the Contract to the Australian economy; and
3. any other the reporting requirements specified in the AIC Plan.

If Supply Chain Management is included in the SOW, the AIC Management Report shall include a summary of any new Subcontracts planned to be tendered by the Contractor, in respect of the next reporting period, including:

tenders for which Australian Entities are expected to be competitive; and

tenders that will not be open to Australian Entities or for which Australian Entities are not expected to compete, the reason for that conclusion and, when applicable, the limitations to be overcome that would enable Australian Industry to participate.

If AIC Subcontractors are applicable to the Contract, the AIC Management Report shall include the following information for each AIC Subcontractor in relation to implementing their Subcontractor AIC Plan:

any opportunities being pursued by the AIC Subcontractor, or being promoted to their Subcontractors, which will enhance Australian Industry participation; and

details of any risks or Issues, including in relation to IP rights, Technical Data, skills transfer or other factors, that could hinder continued and enhanced Australian Industry participation by the AIC Subcontractor and their Subcontractors.

* + 1. Australian Industry Activities Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

If Australian Industry Activities (AIAs) are included in the Contract, the CSR shall include an AIA Report which provides the following information for the reporting period:

a summary of the activities undertaken, outcomes achieved, any difficulties experienced, any emerging risks identified, and the activities for the next reporting period to address the identified difficulties and/or risks, including reference to any associated AIC Remediation Plan;

where Defence-Required Australian Industry Capabilities (DRAICs) are applicable to the Contract, the following information for each DRAIC in addition to the information provided in response to subclause a above:

identification of the funds expended (in AUD) over the reporting period and to date against the total planned expenditure for the DRAIC; and

if the DRAIC has been Accepted, an assessment of its ongoing viability and sustainability, particularly to ensure that it is available when required, in the form required and with the capability required.

* + 1. Australian Contract Expenditure Progress Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

The CSR shall include an Australian Contract Expenditure (ACE) Progress Report, which provides the following information:

for each category of Services applicable to the Contract (eg, Phase In Services, Recurring Services, Task-Priced Services, S&Q Services and Contractor Standing Capability (CSC) Services, as applicable), the ACE and Imported Contract Expenditure (ICE), both in numerical form and as a graphical representation, including:

Notes:

1. Planned ACE and ICE for Ad Hoc Services should be provided in relation to each S&Q Order and each authorised Task-Priced Service only, and not in relation to Pre-Authorised Ad Hoc Services. The S&Q Orders and authorised Task-Priced Services may have already been provided, may be currently underway, or may be due to commence in the next reporting period. Each S&Q Order should be separately reported.
2. Planned ACE and ICE for CSC Services should be provided in relation to the CSC Term, and any CSC Tasks that extend beyond the end of the CSC Term, including in relation to any CSC Additional Resources.
3. Actual ACE and ICE for all categories of Services are required to be the actual costs incurred in accordance with the ACE Measurement Rules.

the total values of ACE and ICE planned for the Contract;

the values of ACE and ICE for the current reporting period;

the cumulative values of ACE and ICE to the end of the reporting period;

the forecast values of ACE and ICE for the next reporting period;

the forecast cumulative value of ACE and ICE for the remainder of the Contract;

if Prescribed ACE Percentages are applicable to the Contract, the Achieved ACE Percentage versus the Prescribed ACE Percentage for the last ACE Measurement Point prior to the end of the reporting period;

if Prescribed ACE Percentages are applicable to the Contract, the forecast values of ACE and ICE for the next ACE Measurement Point; and

if Prescribed ACE Percentages are applicable to the Contract, the Achieved ACE Percentage forecast for the next ACE Measurement Point.

for Recurring Services only, a report on the progress towards achieving the planned ACE for the Contract (including, if applicable, the Prescribed ACE Percentages) up until the end of the reporting period, which:

in respect of the cumulative ACE value that had been budgeted by the Contractor to the end of the reporting period, provides an explanation for any over- or under-expenditure of the ACE, where over- or under-performance is defined as a variance from the cumulative baseline plan to the end of the reporting period by greater than +/- 5% or +/- AUD1m (whichever is greater);

if Prescribed ACE Percentages are applicable to the Contract, provides an explanation for over- or under-performance achieved in relation to the Prescribed ACE Percentage at the last ACE Measurement Point prior to the end of the reporting period and/or that is expected to be achieved at the next ACE Measurement Point;

describes what actions will be or are being taken to address under-performance of ACE, including reference to any AIC Remediation Plan; and

identifies any emerging risks that could prevent full achievement of ACE for the Contract, including, if applicable, the next ACE Measurement Point; and

for Recurring Services only, a breakdown of the ACE by postcode, including for each postcode:

the cumulative value of ACE achieved to the end of the reporting period; and

the forecast cumulative value of ACE for the remainder of the Contract.

* + 1. Technical Data and Software Rights Report

The CSR shall include a Technical Data and Software Rights Report (TDSRR), which facilitates a review of activities to manage Technical Data and Software rights under the Contract undertaken during the reporting period.

The TDSRR shall:

summarise any significant events (eg, system and Software changes) during the reporting period, and any significant events expected in the next reporting period, that affect Technical Data and Software rights, identifying the scope of Technical Data and Software affected;

report on the progress made to grant, or have granted, rights to any new or modified Technical Data and Software in accordance with the Contract, including rights to enable the delivery of Technical Data and Software in accordance with SOW Annex A, the Approved TDL and other Approved data items, as applicable;

identify the risks and any Issues in relation to obtaining Intellectual Property licences or any other Authorisations required for Technical Data and Software; and

describe and justify any proposed changes to the assignment of the Commonwealth’s rights to items of Technical Data and Software, including:

identification of the relevant new or modified Technical Data and Software;

the nature of the change (eg, the assignment of a modified item of Technical Data to a restrictive category of rights defined by clause 5 of the COC);

any effect on work performed under the Contract; and

the effect of the change on the value of the Technical Data and Software to the Commonwealth (eg, a reduced ability to compete future work or a reduction in work accessible by Australian Industry).

The TDSRR shall cross-reference other data items, the TDSR Schedule, and other Attachments, as appropriate.

* + 1. Subcontractor Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

The CSR shall include a Subcontractor Report, which shall report on ANZ and overseas Subcontractors in separate sections, and provides the following information for both the reporting period and cumulatively for the Contract:

number by the location (by country and within Australia by postcode where the Subcontract is placed) and value (in AUD) of all Subcontracts signed or to be signed by the Contractor:

prior to the reporting period;

in the reporting period;

forecast for the next reporting period; and

any significant Issues or risks associated with establishing the Subcontract; and

a summary for each Approved Subcontractor of:

significant work activities undertaken during the reporting period;

significant work activities expected to be undertaken in the next reporting period;

progress against the Subcontract elements of the Approved SSMS, when an SSMS is required by the Contract; and

any significant Issues or risks associated with the subcontracted work, including the status of key deliverables that are either overdue or non-compliant to requirements or likely to become so.

The Subcontractor Report shall provide an overview of any activities conducted with contracted SMEs and/or Local Businesses during the reporting period, particularly any activities that are assisting the SMEs or Local Businesses with building or enhancing their capabilities.

* + 1. Health Safety and Environment Report

The CSR shall include a Health Safety and Environment (HSE) Report applicable to the work performed under the Contract during the reporting period.

The HSE Report shall, in relation to the work performed under the Contract to which the WHS Legislation and environmental legislation applies, include where applicable:

1. for the statistical measures related to WHS that are routinely collected by the Contractor and Approved Subcontractors for the measurement period(s) ending within the CSR reporting period (eg, lost-time injuries / disease occurrences, incident rates (per 100 workers), frequency rates (per hours worked), and average time lost rate (per occurrence), by company and/or relevant work location):

a summary of the results; and

a comparison with previous results to enable the identification of trends;

for Notifiable Incidents, a tabulated summary of Notifiable Incidents including cause, effect, remedial actions completed and those yet to be completed, if applicable;

a summary of:

the formal notices, written communications and written undertakings required to be provided under clause 12.4.5 of the COC; and

any legal proceedings and prosecutions related to applicable legislation, including the WHS Legislation;

where environmental management is required under the Contract, a summary of Environmental Incidents, including cause, effect, remedial actions completed and those yet to be completed;

information concerning events related to WHS and the Environment that may affect work performed under the Contract (eg, changes to legislation or directions by a regulator) and, if applicable, activities to address those events; and

where the WHSMS and/or ENVMS are required under the Contract to be certified, the certification status of the WHSMS and/or ENVMS.