**GOVERNMENT FURNISHED MATERIAL AND GOVERNMENT FURNISHED SERVICES (RFT CORE)**

* 1. This Attachment E consists of the following annexes:
     1. GFM; and
     2. GFS.

GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth Mandated GFM and non-mandated GFM prior to release of the RFT. The first line under ‘Commonwealth Mandated GFM-GFE’ is provided as an example only, to illustrate the linkages between Table E-A-1 and Table E-A-2. This example must be deleted and replaced with project-specific detail as appropriate.

If, in addition to the licence terms provided under clause 5.6 of the draft COC, further restrictions apply to:

1. the use of Technical Data and Software within the GFM, due to restrictions or limitations on the relevant IP rights (such as those restrictions established under an acquisition contract for the development of the relevant GFM) - these are to be identified in column (g) and Table E-A-2; and
2. GFM that is subject to Export Approvals (ie, foreign export controls such as International Traffic in Arms Regulations) - these are to be identified in column (i).

To determine the circumstances in which the Commonwealth may consider the Contractor (or its nominee) obtaining ownership of the IP developed under the Contract with respect to new GFM, refer to the ASDEFCON Commercial TD / IP Handbook at:

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx>.

GFE provided to the Contractor must be accompanied by safety related information sufficient to enable safety risk assessments to be performed. Refer to CASsafe Requirement 10.2 ‘Supply safe plant, structures, substances and radiation sources’ for further information. Where safety-related information is not intrinsically captured in the Technical Data provided with GFE, that information must be provided as additional GFI or GFD (as applicable).

Note to tenderers: Attachment E will consist of an amalgamation of TDR E-9, this draft Annex and the successful tenderer’s response. The tenderer may propose that it own newly created IP in GFM in accordance with clause 5.1.4 of the draft COC.

Non-mandated GFM will include GFM proposed by the Commonwealth and included in the RFT and GFM proposed by the Contractor and included in TDR E-9, as negotiated between the Commonwealth and the successful tenderer.

1. GOVERNMENT FURNISHED MATERIAL
   1. Table E-A-1 sets out the Government Furnished Material (GFM) provided by the Commonwealth to the Contractor under the Contract, divided into:
      1. Commonwealth Mandated GFM (Government Furnished Equipment (GFE) and Government Furnished Data (GFD)) that the Contractor is required to use in the provision of the Services in accordance with the Contract; and
      2. non-mandated GFM (Government Furnished Information (GFI) and all other GFM that is not Commonwealth Mandated GFM).

**TABLE E-A-1: GOVERNMENT FURNISHED MATERIAL**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item Description | Reference/ Part Number | Quantity | Delivery Date and Location | Return Date and Location | Time Period for Inspection | Technical Data and Software Restrictions  (Yes/No)  (if Yes, include Unique Line Item Description) | Contractor to Own New IP in GFM (Yes/No) | Export Approval Restrictions  (if applicable) | Comments/ Intended Purpose |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) |
| Commonwealth Mandated GFM - GFE | | | | | | | | | |
| 1. *EXAMPLE ONLY: Combat Management System* |  |  |  |  |  | 1. *E-R-1* | 1. *No* |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Commonwealth Mandated GFM - GFD | | | | | | | | | |
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| Non-mandated GFM - GFI | | | | | | | | | |
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|  |  |  |  |  |  |  |  |  |  |
| All other non-mandated GFM | | | | | | | | | |
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Notes: Table E-A-1

1. Item Description: A description of the item of GFM.
2. Reference/Part Number: A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
3. Quantity: The quantity of the item of GFM to be delivered by the Commonwealth.
4. Delivery Date and Location: The date on and location at which the item of GFM is to be delivered by the Commonwealth.
5. Return Date and Location: The date on and location at which the item of GFM is to be returned to the Commonwealth.
6. Time Period for Inspection: The period within which the Contractor is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.11.1 of the SOW.
7. TD and Software Restrictions: Indicates if there are restrictions on the Technical Data or Software within an item of GFM that are in addition to the licence terms granted by the Commonwealth under clause 5.6 of the COC (if applicable). The nature of the restrictions on the relevant TD or Software is set out in detail in Table E-A-2.
8. Contractor to Own New IP in GFM: A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of TD or Software within an item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC.
9. Export Approvals Restrictions: Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
10. Comments/Intended Purpose: The purpose for which the item of GFM is provided to the Contractor and any comments that are supplementary to the information provided in columns (a) to (i).

**TABLE E-A-2: RESTRICTIONS**

Note to drafters: Drafters should set out any restrictions that apply to the Contractor's use and sublicensing of the GFM. Relevant restrictions may be identified in related Acquisition contracts or earlier Support contracts for the Capability. The first line is provided as an example only, and must be deleted and replaced with project-specific detail as appropriate.

For TD or Software that is listed in this table, ownership in any new IP created by the Contractor or a Subcontractor is assigned to the Commonwealth or its nominee under clause 5.1.3 of the COC. Column (c) should describe the category in sufficient detail so as to enable the identification of TD or Software that comes within the relevant category.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Unique Line Item Description | Equipment/ System/ Subsystem/ Component/ CI Name | Description of TD or Software | Owner or Licensor | Restrictions on Use or sublicense of the TD or Software |
| (a) | (b) | (c) | (d) | (e) |
| 1. *EXAMPLE ONLY: E-R-1* | 1. *Combat Management System* | 1. *Electronic Warfare Software Source Code* | *EW Pty Ltd* | 1. *The Contractor may use solely for the purpose of installation and configuration of the CMS and must not sublicence any of the Technical Data to XYZ Pty Ltd or its related body corporates.* |
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GOVERNMENT FURNISHED SERVICES

Note to drafters: Drafters should provide details of any Commonwealth Mandated or non-Mandated GFS prior to release of the RFT.

Note to tenderers: Annex D will consist of an amalgamation of TDR E-11, this draft Annex and the successful tenderer’s response.

1. GOVERNMENT FURNISHED SERVICES
   1. The following GFS shall be used by the Contractor for the provision of the Services and, where specified, only for the intended purpose:

COMMONWEALTH MANDATED GFS

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| --- | --- | --- |
| Proposed GFS | Dates of Delivery of GFS | Comments / Conditions of Access / Intended Purpose |
|  |  |  |
|  |  |  |

Note to tenderers: Non-mandated GFS will include GFS proposed by the Commonwealth and included in the RFT and GFS proposed by the Contractor and included in TDR E-11, as negotiated between the Commonwealth and the successful tenderer.

NON MANDATED GFS

|  |  |  |
| --- | --- | --- |
| Proposed GFS item | Dates of Delivery of GFS | Comments / Conditions of Access / Intended Purpose |
|  |  |  |
|  |  |  |