

ANNEX D TO ATTACHMENT B

2.3 Provisional Payments

- 2.3.1 Except for the final month in a Review Period for a KPI, the Capability Partner is entitled to claim in respect of each KPI a monthly payment (Provisional Payment) representing the At-Risk Amount attributable to that KPI for the month, on account of the Capability Partner's potential future entitlement to the At-Risk Amount for that KPI as determined under clause 2.2.
- 2.3.2 At the Performance Assessment Review for each Review Period in accordance with clause 5.3 of Attachment T, the Commonwealth shall calculate the Capability Partner's entitlement to a Performance Payment for each KPI for the Review Period in accordance with clause 2.2 and:
- if the Performance Payment for the KPI for the Review Period is more than the sum of the Provisional Payments claimed for the KPI during the Review Period, then the Capability Partner is entitled to submit a claim for the amount of the difference; or
 - if the Performance Payment for the KPI for the Review Period is less than the sum of the Provisional Payments claimed for the KPI during the Review Period, then the Commonwealth may elect to recover the amount of the difference from the Capability Partner, and the Commonwealth may recover the amount from the Capability Partner under clause 15.7 of the COC. No amount shall be owing under this clause 2.3.2b until the Commonwealth elects to recover the amount.

2.4 Suspension of Performance Assessment of a KPI

- 2.4.1 The Commonwealth may, in its discretion and by notice to the Capability Partner, suspend the requirement to assess the Capability Partner's performance against a specified KPI for a Review Period.
- 2.4.2 If the Commonwealth suspends the requirement to assess the Capability Partner's performance against a specific KPI, the Capability Partner is entitled to claim the full At-Risk Amount allocated to that KPI for that Review Period.

3 INCENTIVE AMOUNT**3.1 Introduction to Incentive Amount**

- 3.1.1 The purpose of the Incentive Amount is to reward the Capability Partner for achieving high levels of performance in delivering s47D of the required recruiting volumes for s47D s47D positions, being those that are higher difficulty to attract as defined in Annex A to Attachment P.
- 3.1.2 The Review Period used in this clause 3, is the KPI-01 Review Period as defined in Attachment P.
- 3.1.3 The Incentive Amount is s47D for each Review Period.

3.2 Entitlement to the Incentive Amount

- 3.2.1 Subject to clause 4, and clause 8.13 of the COC, the Capability Partner shall be entitled to all or part of the Incentive Amount if the Required Performance Level for KPI-01 s47D s47D is exceeded in the Review Period.
- 3.2.2 Subject to clause 3.2.3, the portion of the Incentive Amount payable for the Review Period shall be calculated as follows:
- If the AP is less than s47D in accordance with the following formula:

$$PIA = 5 \times (AP - s47D) \times IA$$
 - If the AP is equal to or greater than s47D in accordance with the following formula:

$$PIA = [10 \times (AP - s47D + s47D) \times IA$$

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where:

PIA = the Capability Partner's entitlement to the Incentive Amount for a Review Period.

AP = The average of the s47D Achieved Performance and the s47D Achieved Performance which are calculated in accordance with clause 3.4 of Annex A to Attachment P.

IA = The Incentive Amount defined at clause 3.1.3.

- 3.2.3 The PIA shall not exceed the Incentive Amount for a Review Period and shall not be less than zero. For clarity, if the PIA calculated in accordance with clause 3.2.2 exceeds the Incentive Amount defined at clause 3.1.3, then the PIA is set to the Incentive Amount.

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2 TRANSITION IN

2.1 Transition In

- 2.1.1 Transition In commences on the Effective Date and continues until Transition In is Accepted (Transition In Period).
- 2.1.2 Each party shall perform its obligations during the Transition In Period in accordance with the SOW and the Approved Transition In Plan.
- 2.1.3 During the Transition In Period, the Capability Partner shall:
- use diligent efforts to identify and resolve, or assist the Commonwealth in the resolution of, any problems encountered in the timely completion of each Transition In task;
 - as required by the Commonwealth, ensure minimum disruption to the Commonwealth's business;
 - cooperate as required by the Commonwealth with the Associated Parties and the Commonwealth except to the extent that the Capability Partner reasonably believes that such co-operation is likely to result in a transfer of business (within the meaning of the *Fair Work Act 2009* (Cth)) from one or more of the Associated Parties to the Capability Partner or any of its Approved Subcontractors; and
 - provide the Commonwealth with the progress reports as specified in the SOW or Transition In Plan (or as otherwise directed by the Commonwealth) that describe in detail the current status of the Transition In, and identify any actual or anticipated problems and propose solutions to those problems.
- 2.1.4 During the Transition In Period, the Capability Partner shall make the following enhancements to the PowerForce ICT System, in accordance with the Approved Transition In Plan:
- enabling PowerForce ICT System user and group permissions to enable the Capability Partner's Service Delivery Model;
 - enhancing the data capture and reporting for Performance Measures identified in Attachment P;
 - decentralising the delivery of a Candidate's assessment sessions and locations to enable the Capability Partner's Service Delivery Model; and
 - enabling process integration to book Candidates into the Capability Partner's or an Approved Subcontractor's medical clinics,
- unless otherwise agreed in writing between the parties.
- 2.1.5 If, due to circumstances beyond the reasonable control of the Capability Partner, the Capability Partner is unable to complete the enhancements set out in clause 2.1.4 to the PowerForce ICT System:
- the Commonwealth shall not take into consideration the Capability Partner's failure to complete those enhancements to the PowerForce ICT System in assessing whether the Capability Partner has achieved the Acceptance Criteria for Transition In in accordance with clause 2.2;
 - the Capability Partner shall be entitled to seek an extension to the Performance Implementation Period and shall submit a CCP in accordance with clause 13.1; and
 - the Commonwealth's Approval of the Capability Partner's requested extension to the Performance Implementation Period shall not be unreasonably withheld.
- 2.1.6 For the purposes of clause 2.1.5, circumstances beyond the reasonable control of the Capability Partner includes any failure by s47G (an Approved Subcontractor) to deliver Services related to enhancing the PowerForce ICT System in accordance with the terms of the applicable Subcontract.

2.2 Acceptance of Transition In

- 2.2.1 The Capability Partner shall provide all assistance reasonably requested by the Commonwealth in connection with the Acceptance of Transition In.
- 2.2.2 The Commonwealth shall assess whether the Capability Partner has achieved the Acceptance Criteria to determine if the Capability Partner is fully able to provide all of the Services by the Operative Date. In making this assessment, the Commonwealth shall not take into consideration the Capability Partner's progress in delivering and implementing the Defence Career Discovery Centre.
- 2.2.3 If the Commonwealth's assessment reveals that the Acceptance Criteria for Transition In of the Services have:
- been achieved, the Commonwealth will issue an Acceptance Certificate to that effect to the Capability Partner; or
 - not been achieved, the Capability Partner shall, at no cost to the Commonwealth, do all things necessary to rectify any problems and the Commonwealth will repeat the assessment in accordance with the Transition In Plan.
- 2.2.4 If the Capability Partner fails to:
- comply with clause 2.2.3b;
 - pass the repeat assessment referred to in clause 2.2.3b; or
 - achieve Acceptance of Transition In of the Services and that failure is caused or contributed to by any act or omission of the Commonwealth or a Commonwealth Contractor (including, the incumbent provider),
- then the Commonwealth may, by notice in writing to the Capability Partner, do any one or more of the following:
- where applicable, specify a new date to repeat the assessment (in which case clause 2.2.3b applies);
 - waive the requirement for the Capability Partner to perform the obligation or satisfy an Acceptance Criterion by the Operative Date, subject to conditions, if any, specified in the notice, which may include conditions as to when the obligation is to be performed; or
 - in the case of clauses 2.2.4a or 2.2.4b only, reject the Transition In of the Services and terminate the Contract under clause 15.2.
- 2.2.5 Subject to clause 2.2.6, the Commonwealth shall not be liable for any Services Fees conditional on Acceptance of Transition In of a component of the Services unless and until Acceptance of Transition In of that component of the Services has occurred in accordance with this clause 2.2 and the Approved Transition In Plan.
- 2.2.6 If the Commonwealth issues a waiver in accordance with clause 2.2.4e, the Commonwealth may (without limiting the Commonwealth's other rights under the Contract or at law or in equity and despite any other provision of the Contract):
- pay a component of the relevant Milestone Payment that is proportional to the obligations that the Commonwealth Representative determines have been performed by the Capability Partner in accordance with the Contract;
 - withhold an amount from any Milestone Payment, or any other amount payable to the Capability Partner under the Contract prior to the Operative Date, being in total the amounts that the Commonwealth Representative determines to be commensurate with the diminution in value to the Commonwealth as a result of the Capability Partner's failure to comply with its obligations under the Approved Transition In Plan by the Operative Date; or

- c. deduct from the payment of the Services Fees such amount that reflects the reduction in value of the Services as determined by the Commonwealth Representative as a result of the Capability Partner's failure to comply with its obligations under the Approved Transition In Plan.
- 2.2.7 The Commonwealth's right to withhold or deduct an amount under clause 2.2.6 shall continue until such time as the Capability Partner complies with its obligations under the Approved Transition In Plan.

2.3 No Deemed Acceptance

- 2.3.1 The Commonwealth shall not be deemed to have Accepted Transition In of the Services by the use of the Services, or any other act or omission other than by the provision of an Acceptance Certificate.

2.4 Termination

- 2.4.1 If the Commonwealth terminates the Contract pursuant to clause 2.2.4 the Commonwealth shall be entitled to recover from the Capability Partner the amount specified in Attachment D as liquidated damages and not as a penalty.

- 2.4.2 The parties acknowledge and agree that:

- a. the amount which the Commonwealth is entitled to recover in accordance with clause 2.4.1 is a genuine pre-estimate of the damage that will be suffered by the Commonwealth in the circumstances to which that clause 2.2.4 applies; and
- b. the amount which the Commonwealth is entitled to recover in accordance with clause 2.4.1 shall be the Commonwealth's sole right to be compensated for Loss suffered if the Commonwealth terminates the Contract pursuant to clause 2.2.4.

- 2.4.3 The parties acknowledge and agree that:

- a. the fact that the Commonwealth has elected (or may have elected) to do any of the things referred to in clause 2.2.4 in respect of any breach shall not, to the extent permitted by law:
 - (i) constitute a waiver or election of any of the Commonwealth's rights under the Contract or otherwise at law or in equity in respect of that breach or in respect of any other breach; or
 - (ii) limit or affect the ability of the Commonwealth to terminate the Contract in respect of any breach, notwithstanding that the Commonwealth may have exercised its rights under clause 2.2.4 in respect of any prior breach; and
- b. the Capability Partner releases the Commonwealth from any claim that it otherwise may have been able to make or bring against the Commonwealth arising out of or in connection with any exercise by the Commonwealth of any of its rights under clause 2.2.4 (including as the exercise of those rights is contemplated in this clause 2.4.3).

2.5 Responsibility

- 2.5.1 Subject to Acceptance of Transition In, on and from the Operative Date:

- a. the Commonwealth shall hand over to the Capability Partner responsibility for the provision of the entirety of the Services; and
- b. the Capability Partner shall accept full responsibility for provision of the entirety of the Services in accordance with the Contract.

- 2.5.2 Notwithstanding clause 2.5.1, the parties may agree that the Capability Partner is to accept responsibility for a portion of the Services earlier than the Operative Date and the Capability Partner shall submit a CCP to the Commonwealth to give effect to the parties' agreement, in accordance with clause 13.1.

2.6 Transition In Delays

- 2.6.1 The Capability Partner shall be able to fully provide the Services by the Operative Date.
- 2.6.2 The Capability Partner shall actively monitor and manage the Transition In, including anticipating and identifying potential failures to meet the Operative Date (referred to as a 'delay' in this clause 2.6.2).
- 2.6.3 If there is a delay:
- a. the Capability Partner shall immediately notify the Commonwealth, in accordance with clause 7.2.2;
 - b. the Capability Partner shall inform the Commonwealth whether:
 - (i) the Capability Partner (or Capability Partner Personnel) will be able to temporarily work around the problem in order to prevent or rectify the delay; or
 - (ii) any other person can provide assistance in order to prevent, limit or rectify the delay;
 - c. the Commonwealth Representative and Capability Partner Representative (or their nominated representatives) shall, if requested to do so by the Commonwealth, meet within five Working Days after receiving notification of the actual or potential delay, to discuss how to prevent, limit or rectify the delay;
 - d. the Capability Partner shall:
 - (i) prepare and submit regular update reports (as required by the Commonwealth) in relation to the delay; and
 - (ii) take all steps reasonably required by the Commonwealth to prevent, limit or rectify the delay, including working cooperatively with other service providers;
 - e. if required by the Commonwealth, the parties shall negotiate in good faith to attempt to agree on a temporary workaround plan by the time notified by the Commonwealth (having regard to the overall timeframe and the extent of the delay) which shall set out as a minimum:
 - (i) the cost implications of the delay;
 - (ii) the interdependencies; and
 - (iii) the expected time impact of the tasks required to rectify the delay,and, if agreed, shall be signed and dated by the parties; and
 - f. the Capability Partner shall implement and comply with any temporary workaround plans agreed in accordance with clause 2.6.3e.
- 2.6.4 If the parties agree on a temporary workaround plan in accordance with clause 2.6.3e, that workaround plan will:
- a. be used by the parties to assist to document that variation in accordance with clause 13.1;
 - b. only operate as a variation of the Contract to the extent that it relates to, and for the duration of, the delay and does not operate as a waiver of the other obligations that the Capability Partner may have under the Contract; and
 - c. not limit the Commonwealth's rights or remedies it may have against the Capability Partner in connection with the delay (for example, to claim Losses).

16 TRANSITION OUT

16.1 Application of Transition Out Provisions

16.1.1 This clause 16 applies and Transition Out commences:

- a. if the Transition Out Commencement Date occurs, in respect of all Services from the Transition Out Commencement Date or as otherwise advised to the Capability Partner by the Commonwealth;
- b. if the Commonwealth gives an Extension Notice that includes a reduction in the scope of the Contract for the Award Term pursuant to clause 1.9, in respect of the Services removed from the date specified in the Extension Notice or as subsequently advised to the Capability Partner by the Commonwealth, but such date shall not be prior to the Transition Out Commencement Date applicable as the date of the Extension Notice;
- c. if the Commonwealth gives a notice terminating the Contract under clauses 15.2 or 15.4, in respect of all Services from the date and to the extent specified in the notice or as subsequently advised to the Capability Partner by the Commonwealth;
- d. if the Commonwealth gives a notice reducing the scope of the Contract under clause 15.4, in respect of the Services being removed from the scope of the Contract from the date and to the extent specified in the notice or as subsequently advised to the Capability Partner by the Commonwealth; or
- e. if there is a termination of the Contract or a reduction in scope of the Contract for any other reason (including by CCP), in respect of the Services being terminated or removed from the scope of the Contract from the date and to the extent specified in the notice or as subsequently advised to the Capability Partner by the Commonwealth or as agreed between the parties,

and the Services within the scope of clause 16.1.1a to 16.1.1d, as applicable, are referred to as the 'Services being Transitioned Out'.

16.2 Objective of Transition Out

- 16.2.1 The parties acknowledge that the objective of Transition Out is to prepare for and undertake the activities, including Transition Out activities, necessary to enable, as applicable the orderly transition of the Services being Transitioned Out to the Commonwealth or another Capability Partner appointed by the Commonwealth
- 16.2.2 During Transition Out, the Capability Partner shall provide the Services being Transitioned Out in accordance with the Contract, as modified by clause 16.4.2.
- 16.2.3 The Capability Partner acknowledges that:
 - a. it is essential for the continuing operation of the ADF that there is no interruption to the provision to the Commonwealth of the Services being Transitioned Out as a result of the transition from the Capability Partner to the Commonwealth or an incoming contractor; and
 - b. the transfer of highly skilled and trained Personnel from the Capability Partner to the Commonwealth or the incoming contractor may be of paramount importance for the satisfactory performance of services the same as or similar to the Services being Transitioned Out.

16.3 Completion of Transition Out

- 16.3.1 The Capability Partner's obligations under this clause 16 and the Approved Transition Out Plan shall survive termination or expiry of the Contract.
- 16.3.2 In the event of termination or expiry of the Contract:
 - a. where the Commonwealth reasonably considers that the Capability Partner has failed to fully comply with its obligations under this clause 16 or the Approved Transition Out Plan; or

- b. the Approved Transition Out Plan requires the Capability Partner to perform obligations after termination or expiry of the Contract,
then the terms of the Contract, modified if applicable by the terms of the Approved Transition Out Plan, shall continue to apply until the Commonwealth gives notice to the Capability Partner that the Capability Partner has complied with its obligations under this clause 16 and the Approved Transition Out Plan, or the parties otherwise agree.

16.4 General Provisions for Transition Out

- 16.4.1 The Capability Partner shall in respect of the Services being Transitioned Out:
 - a. co-operate with the Commonwealth to implement the applicable Approved Transition Out Plan and comply with its obligations under that plan; and
 - b. comply with the SOW and this clause 16.
- 16.4.2 In respect of the Services being Transitioned Out, the Commonwealth may direct the Transition Out of:
 - a. the types of the Services being Transitioned Out;
 - b. the number of Products Being Supported; and
 - c. the frequency, scheduling or sequencing of the Services being Transitioned Out, to occur:
 - d. in accordance with the Approved Transition Out Plan;
 - e. as directed by the Commonwealth, including on a gradual basis, or stepped basis at a particular time or times or for a particular period; or
 - f. as otherwise agreed.
- 16.4.3 To implement the Transition Out in accordance with clause 16.4.2, the Commonwealth may direct the Capability Partner to submit one or more of the following:
 - a. an update of the existing Approved Transition Out Plan for Approval; and
 - b. an additional Transition Out Plan for Approval in respect of the Services being Transitioned Out (where the existing Approved Transition Out Plan is not suitable).
- 16.4.4 If the Commonwealth gives a direction in accordance with clause 16.4.2, the Capability Partner shall, within 20 Working Days after receipt of the notice, provide to the Commonwealth:
 - a. details of the reductions proposed in the amounts payable by the Commonwealth to the Capability Partner to reflect the reduction in cost to the Capability Partner of no longer providing the Services being Transitioned Out; and
 - b. detailed financial data and supporting information to allow the Commonwealth to determine the reduction in cost to the Capability Partner of no longer providing the Services being Transitioned Out and the appropriate reduced payment amount and any additional amounts payable.
- 16.4.5 Upon receipt of the information required by clause 16.4.4, the Commonwealth may, in respect of the proposed amounts payable:
 - a. accept the proposed amounts payable and direct the Capability Partner to promptly submit a CCP in accordance with clause 13.1 to reflect the Transition Out of the Services being Transitioned Out and reduction in the scope of the Services, including the amounts payable; or
 - b. reject the proposed amounts payable, giving reasons.
- 16.4.6 If the parties are unable to agree on the amounts payable within 20 Working Days, the parties shall seek Dispute resolution in accordance with clauses 15.1 in respect of the amounts

payable, having regard to the information provided pursuant to clause 16.4.5 and any other relevant information.

16.4.7 The Commonwealth is not obliged to make any payment to the Capability Partner during Transition Out except as expressly provided for in the Contract.

16.4.8 The Commonwealth may require the Capability Partner to submit a quote for the provision of S&Q Services pursuant to clause 4.26 for the provision of additional services (not otherwise provided under the existing Approved Transition Out Plan or the Contract), which are required to facilitate the transition of the Services being Transitioned Out to the Commonwealth or to an incoming contractor, or for the cessation of Services being Transitioned Out. The additional Services may include the provision of training to an incoming contractor and/or Commonwealth Personnel.

16.5 Transition to a New Capability Partner

16.5.1 As part of Transition Out, the Capability Partner shall:

- a. provide to the Commonwealth (or any person nominated by the Commonwealth and subject to the person having agreed to be bound by appropriate obligations of confidentiality), within five Working Days after receipt of a request by the Commonwealth Representative, information and documents relating to the Capability Partner's provision of the Services being Transitioned Out. The information and documents which may be required may include:
 - (i) answers to questions in relation to the Services, including the methods and processes used for provision of the Services being Transitioned Out;
 - (ii) Technical Data and Contract Material relevant to the provision of the Services being Transitioned Out; and
 - (iii) any other information that the Commonwealth may reasonably require;
- b. return all GFM to the Commonwealth or the incoming contractor (as required by the Commonwealth);
- c. fully co-operate with the Commonwealth and any incoming contractor and do all tasks and things as may be reasonably necessary to ensure the smooth transition of the Services being Transitioned Out from the Capability Partner to the incoming contractor or the Commonwealth (as the case may be) in a manner which ensures no interruption of the Services being Transitioned Out;
- d. use all reasonable endeavours to resolve any issues arising with the transition from the Capability Partner to the incoming contractor or the Commonwealth (as the case may be);
- e. comply with all reasonable directions from the Commonwealth Representative, having regard to the requirements of the Commonwealth or the incoming contractor;
- f. other than in respect of documents, property or information required for the provision of the Services (other than the Services being Transitioned Out), upon request from the Commonwealth or otherwise prior to the Capability Partner ceasing to provide a Service being Transitioned Out:
 - (i) provide to the Commonwealth all documents in its possession, power or control, or in the possession, power or control of Capability Partner Personnel, which contain or relate to any Commonwealth or third party Confidential Information or which are security classified;
 - (ii) deliver to the Commonwealth all existing Technical Data; and
 - (iii) return to the Commonwealth (or such other person as directed by the Commonwealth Representative) all Commonwealth Property, Commonwealth Data and any other property or information provided by the Commonwealth to the Capability Partner,

in connection with or arising from the Services being Transitioned Out, in the condition required by the Contract and to the satisfaction of the Commonwealth Representative;

- g. engage in briefings as required by the Commonwealth Representative and the incoming contractor with a view to ensuring that the Commonwealth or incoming contractor have sufficient information to provide the Services being Transitioned Out or goods or services of a similar nature to the Services being Transitioned Out;
- h. take all reasonable steps to facilitate the transfer of the Personnel who wish to transfer to the incoming contractor or the Commonwealth and who are accepted for engagement by the incoming contractor or the Commonwealth. If such Personnel do not wish to transfer, the Capability Partner shall make reasonable efforts to provide the services of such Personnel to the incoming contractor or the Commonwealth, by way of subcontract, at reasonable rates for a reasonable period agreed with the incoming contractor or the Commonwealth;
- i. novate to the Commonwealth, or to any person nominated by the Commonwealth, any Subcontract as required by the Commonwealth Representative on the terms of a novation deed that are reasonably satisfactory to the Commonwealth Representative;
- j. if any Subcontract is not specific to the Contract, use its reasonable endeavours to procure the Subcontractor to enter into a contract with the Commonwealth, or any person nominated by the Commonwealth, as required by the Commonwealth Representative on terms reasonably satisfactory to the Commonwealth Representative; and
- k. if required by the Commonwealth Representative, use its reasonable endeavours to arrange for the transfer to the Commonwealth, or a person nominated by the Commonwealth Representative, of any of the following, if and to the extent that the following arrangements and items are used by the Capability Partner solely in the performance of the Contract:
 - (i) leases or service agreements; and
 - (ii) hardware, software, parts, components, consumables or equipment used by the Capability Partner to provide, or provided as part of, the Services being Transitioned Out at the Capability Partner's then depreciated book value of those items or a fair market value (whichever is the lesser amount).

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3 TRANSITION IN AND TRANSITION OUT

3.1 Scope

- 3.1.1 The Capability Partner shall work with the Commonwealth to define, manage and monitor:
- a. Transition In during the Transition In Period; and
 - b. Transition Out Services upon the expiration, earlier termination or reduction in the scope of the contracted Services.
- 3.1.2 As recruiting is a fundamental enabler to capability delivery, it is essential for the continuing operation of the ADF that there be continuity of the provision of the recruiting services to the Commonwealth as a result of Transition In and Transition Out Services. This includes maintaining the standard of service to Candidates and to the Commonwealth during the transfer of responsibility across the organisation's people, operations, technology and information domains.
- 3.1.3 The parties shall each take a collaborative approach together with the outgoing or incoming service provider (as relevant), the Commonwealth and the Capability Partner to ensure business continuity is maintained during Transition In or Transition Out of the provision of the recruiting services.

3.2 Transition In

- 3.2.1 The Capability Partner shall develop, deliver and update a Transition In Plan in accordance with CDRL Line Number DFR-800.
- 3.2.2 The Capability Partner shall conduct Transition In in accordance with the Approved Transition In Plan (TIP) and clause 2 of the Conditions of Contract.
- 3.2.3 In conducting the Transition In activities, the Capability Partner shall ensure that it:
- a. does not adversely impact ongoing recruiting operations;
 - b. supports the implementation of the Chief of Services Committee's (COSC) endorsed changes to the ADF Recruiting System set out at Annex B to the SOW;
 - c. acts in a collaborative and integrated manner and works cooperatively with all existing service providers and the Commonwealth to enable each party to fully meet their respective obligations;
 - d. complies with the agreed governance structures and processes identified in the Approved TIP;
 - e. complies with its obligations and meets all relevant Milestones identified in the Approved TIP;
 - f. efficiently adapts to any changes that occur during the Transition In Period;
 - g. proactively identifies, manages and mitigates Transition In-related risks and opportunities;
 - h. subject to clause 2.1.3c of the Conditions of Contract, takes all reasonable steps to facilitate the transfer of the outgoing service provider's Personnel who wish to transfer to the Capability Partner and who are accepted for engagement by the Capability Partner, in accordance with the Approved TIP and Approved SDMP; and
 - i. arranges the appropriate and timely transfer of all assets (not including Facilities) under the previous recruiting services contract (DFR/CON/2011/001-RSC) with Manpower Services (Australia) Pty Ltd ABN 15 071 884 994 to the Capability Partner; and
 - j. executes such documents or instruments, and does all other things reasonably required, in order to give effect to the novation or assignment of the leases for the following locations under the recruiting services contract (DFR/CON/2011/001-RSC) with Manpower Services (Australia) Pty Ltd ABN 15 071 884 994 to the Capability Partner:
 - (i) Albury – Suite 1, Ground Floor 530-540 Swift Street, Albury;
 - (ii) Adelaide – Part level 4, Naylor House, 191 Pulteney Street, Adelaide;

- (iii) Cairns – 118 McLeod Street, Cairns;
 - (iv) Canberra – Level 2, 64 Northbourne Avenue, Canberra;
 - (v) Darwin – Level 2, Tamar House, 66 Mitchell Street, Darwin;
 - (vi) Fairbairn – Tenancy 2, Ground Floor and Tenancy 2.2, Second Floor, 10 Richmond Avenue, Canberra Airport;
 - (vii) Maroochydore – Tenancy 1, 35-37 Primary School Court (corner Evans Street and Maroochydore Road), Maroochydore;
 - (viii) Newcastle – 528-534 Hunter Street, Newcastle;
 - (ix) Robina – 198 Robina Town Centre Drive, Robina;
 - (x) Townsville – Part of Ground Floor, 136 – 184 Ogden Street Townsville; and
 - (xi) Wollongong – Suite 2 ground level, mezzanine level and first level of 94-96 Crown Street, Wollongong.
- 3.2.4 The Capability Partner shall maintain and provide the Commonwealth access to a Transition In Register in accordance with the Approved Transition In Plan.
- 3.2.5 The Capability Partner shall prepare and deliver Transition In Progress Reports in accordance with CDRL Line Number DFR-2400.
- 3.2.6 The Commonwealth shall:
- a. meet its obligations set out in the Approved Transition In Plan;
 - b. provide working accommodation for up to 50 Capability Partner Personnel in DFR headquarters in Fairbairn (ACT) from the Effective Date for the duration of the Transition In Period; and
 - c. facilitate engagement between the Capability Partner and the outgoing service provider to support a collaborative approach to Transition In.
- #### 3.3 Operative Date
- 3.3.1 The Capability Partner shall achieve Acceptance of Transition In in accordance with clause 2.2 of the Conditions of Contract.
- 3.3.2 From the Operative Date, subject to clause 3.3.1, the Capability Partner shall assume full responsibility for the provision of the Recruiting Services and deliver the Services at the standards required by this SOW and the Performance Management Framework at Attachment P to the Contract.
- 3.3.3 Notwithstanding clause 3.3.2, the parties may agree that the Capability Partner is to accept responsibility for a portion of the Services earlier than the Operative Date and the Capability Partner shall submit a CCP to the Commonwealth to give effect to the parties' agreement, in accordance with clause 13.1 of the Conditions of Contract.
- #### 3.4 Transition Out
- 3.4.1 The Capability Partner shall develop, deliver and update a Transition Out Plan in accordance with CDRL Line Number DFR-2200.
- 3.4.2 The Capability Partner shall conduct Transition Out Services in accordance with the Approved Transition Out Plan and clause 16 of the Conditions of Contract.
- 3.4.3 During the Transition Out Period, the Capability Partner shall:
- a. fully co-operate with the Commonwealth and any incoming contractor; and
 - b. do all things reasonably necessary to ensure the smooth transition of the contracted Services from the Capability Partner to the incoming contractor or the Commonwealth (as the case may be) in a manner which ensures business continuity.

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- 3.4.4 The Capability Partner shall maintain and provide Commonwealth access to a Transition Out Register in accordance with the Approved Transition Out Plan.
- 3.4.5 The Capability Partner shall prepare and deliver Transition Out Progress Reports in accordance with CDRL Line Number DFR-2600.
- 3.4.6 The Commonwealth shall:
- a. meet its obligations set out in the Approved Transition Out Plan;
 - b. provide the names and contacts of key Commonwealth representatives or any person appropriately nominated by the Commonwealth to support Transition Out activities prior to the commencement of the Transition Out Period;
 - c. provide notice to the Capability Partner in relation to any request for information and documents relating to the Capability Partner's provision of the Services, in accordance with clause 16.5.1a of the Conditions of Contract; and
 - d. facilitate engagement between the Capability Partner and any incoming contractor to support a collaborative approach to the transition to any new arrangement.