Statement of Work (Core)

Note to drafters: This Attachment provides example clauses only for writing a Statement of Work. Guidance on these issues can be found in the ASDEFCON (Services) Handbook.

Note to tenderers: Attachment A will consist of an amalgamation of this Attachment and the successful tenderer’s response.

1. INTRODUCTION (core)
   1. [INSERT SUMMARY OF REQUIREMENT]
   2. [INSERT BACKGROUND TO REQUIREMENT]
2. STATEMENT OF WORK (core)

Note to drafters: It is usual to either set up a services contract so that the Contractor is conducting the work in phases, or else is performing ongoing duties. There are many different ways to draft a SOW to address these separate needs. Detailed below are just two examples of drafting to reflect these needs. Please note the following example assumes that there is no right for the Commonwealth to terminate the Contract at the completion of each phase.

|  |
| --- |
| Option A: For when a Contractor is performing a specific task (produce a report etc), drafters may choose to use clauses similar to the following:   * 1. The Contractor shall undertake the work in the following phases:      1. Phase 1: [INSERT DETAILS];      2. Phase 2: [INSERT DETAILS];      3. Phase 3: [INSERT DETAILS]; etc.   2. Phase 1: [INSERT DETAILS OF PHASE/NAME]      1. The Contractor shall…….      2. The Contractor shall……..   3. Phase 2: [INSERT DETAILS OF PHASE/NAME]      1. The Contractor shall……..      2. The Contractor shall…….. |

|  |
| --- |
| Option B: For when a Contractor is performing ongoing duties rather than a specific discrete task, drafters may choose to use clauses similar to the following:   * 1. The Contractor shall:      1. [INSERT DETAILS AS APPROPRIATE…for example: provide general Project Management and ILS advice on THE PROCUREMENT]; and      2. draft and staff documentation including:         1. ILS Plans; and         2. transition plans; etc |

1. DELIVERABLES (core)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Option A: For when a Contractor is performing a specific task (produce a report etc), drafters may choose to use clauses similar to the following:   * 1. The Contractor shall provide [INSERT NUMBER] hard copies and [INSERT NUMBER] soft copies of the deliverables in accordance with the schedule detailed below:   Table 1: Contract deliverables   |  |  |  |  |  | | --- | --- | --- | --- | --- | | No. | Deliverables | Location | SOW Ref | Delivery Date | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  |  * 1. The Contractor shall provide the deliverables in the following format:      1. Soft copies: [INSERT FORMAT]; and      2. Hard copies: [INSERT FORMAT]. |

|  |
| --- |
| Option B: For when a Contractor is performing ongoing duties rather than a specific discrete task, drafters may choose to use clauses similar to the following:  Note to drafters: Care must be exercised here when specifying tasks to minimise the risk of the Contractor being deemed to be an employee of the Commonwealth   * 1. [DESCRIBE THE SERVICES. For example: the Contractor shall provide deliverables on an ongoing basis as directed by the Commonwealth Representative]. |

1. MEETINGS AND REPORTING (optional)
   1. [INSERT ANY SPECIFIC MEETING AND REPORTING REQUIREMENTS].
2. key persons (Core)
   1. The Key Persons identified for the performance of the Contract are:

Table 2: Personnel Identified for the Performance of the Contract

|  |  |  |
| --- | --- | --- |
| Name | Task Title / Duties | Labour category (if applicable) |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| Option: For when Key Persons will not be required to work over the Christmas / New Year stand-down period.  Note to Drafters: Depending on the nature of the Services to be provided, it may be necessary to avoid situations where the Contractor is working without access to guidance or management from APS/ADF personnel during the Christmas / New Year stand-down period. This may be especially important if Commonwealth employee input or supervision is required for the Services to be satisfactorily completed.   * 1. Key Persons will not be required to work over the Christmas / New Year stand-down period scheduled from [INSERT DATE] to [INSERT DATE]. |

1. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: In this instance, GFM includes items such as work areas. Drafters are to specifically identify in the table below where items are GFE for the purposes of clause 3.2.8 of the Draft Conditions of Contract

* 1. The Commonwealth shall provide the following Government Furnished Material (GFM) to the Contractor at the times and places detailed below:

Table 3: Government Furnished Material

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Date Required | Location Required | Licence Restrictions (if applicable) | Remarks / Intended Purpose |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Stocktaking of Contractor Managed Commonwealth Assets (Core)
   1. The Contractor shall:
      1. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of Contractor Management Commonwealth Assets (CMCA);
      2. undertake quarterly stocktakes of CMCA; and
      3. develop and deliver quarterly CMCA stocktaking reports that include the following information:
         1. the stocktake number;
         2. the storage location of all goods included in the stocktake;
         3. all stocktake codes;
         4. stocktake start and end dates; and
         5. statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaked, surpluses and deficiencies.
   2. The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
   3. The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.

Payment (Core)

1. BASIS OF PAYMENT

|  |
| --- |
| Option A: For when the Contractor will be paid at the conclusion of the task.   * 1. Subject to clause 5 of the COC, the Contract Price is (INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE), and is payable upon delivery of the final deliverable and completion of the Services.  The Contractor may submit a claim for payment of the Contract Price upon delivery of the final deliverable and completion of the Services. |

|  |
| --- |
| Option B: For when the Contractor will be paid on completion of agreed milestones.  Note to drafters: Milestone details should align with the phases in the SOW.   * 1. Subject to clause 5 of the COC, the Contract Price is (INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE), and is payable in the following instalments:      1. (INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE) upon completion of [INSERT MILESTONE DETAILS]; and      2. (INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE) upon completion of [INSERT MILESTONE DETAILS].   2. The Contractor may submit a claim for payment of each instalment following completion of the relevant milestone. |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Option C: For when the Contractor will be paid monthly in arrears based on pre-agreed rates that apply to defined labour categories, and the Services are to be delivered within an agreed maximum (i.e. not to be exceeded) Contract Price.   * 1. Subject to clause 5 of the COC, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the labour rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause 2:  |  |  |  | | --- | --- | --- | | Labour Category | Estimated Allowable Hours | Labour Rates  (GST Inclusive) | |  |  |  | |  |  |  | |  |  |  |      * 1. The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.   2. Notwithstanding clause 1.4 above, and subject to clause 5.3 of the COC, the Contractor shall provide the Services for a Contract Price which shall not exceed (INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE). |

1. REIMBURSABLE EXPENSES

Note to drafters: Drafters should choose one of the following clauses.

Information on Travelling Allowances is available from the Defence Travel website at:

* <http://drnet/dfg/Travel/GuidesInfo/Pages/default.aspx>

|  |
| --- |
| Option A: For when no expenses will be reimbursed.   * 1. No expenses shall be reimbursable under the Contract. |

|  |
| --- |
| Note to tenderers: If information on Defence Travelling Allowance rates is required prior to submitting your tender, contact the Contact Officer.  Option B: For when the Commonwealth will reimburse specified expenses.   * 1. The following expenses shall be reimbursed to the Contractor under the Contract:      1. Where the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence travelling allowance rates which have been adjusted to include an element for GST. All claims for such reimbursement shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence travelling allowances. As an alternative to reimbursement of such expenses, and at the discretion of the Commonwealth, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.      2. [INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE].   2. If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under the Contract does not constitute a reimbursable expense.   3. If requested by the Commonwealth Representative, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim. |

Contract MAterial rights SCHEDULE (CORE)

Note to tenderers: Attachment C defines any restrictions on the rights granted under the Contract to Use or grant sublicences in respect of Contract Material. Attachment C will consist of an amalgamation of information contained in this Attachment C, the successful tenderer’s response and any negotiated adjustments.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Unique Line Item Description** | **Owner or Licensor** | **Description of Contract Material** | **Restrictions on Commonwealth's rights to sublicence the Contract Material**  **(COC, clause 4.2.1b.)** | **Justification for Restriction(s)** |
| **(a)** | **(b)** | **(d)** | **(e)** | **(f)** |
| *Example: D-1-1* | *Contractor* |  |  |  |
| *Example: D-1-2* | *Contractor* |  |  |  |

CONFIDENTIAL INFORMATION AND REPORTING (CORE)

Note to tenderers: This Attachment will consist of the successful tenderer’s response to this Attachment and any negotiated adjustments.

Note: The Commonwealth’s policy on the identification of Confidential Information, including the ‘Confidentiality Test’, is contained on the Department of Finance (DoF) website at:

* <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

The following four criteria comprise the ‘Confidentiality Test’, and must all be met before commercial information will be considered to be Confidential Information:

1. Criterion 1: The information to be protected must be specifically identified;
2. Criterion 2: The information must be commercially sensitive;
3. Criterion 3: Disclosure would cause unreasonable detriment to the owner of the information or another party; and
4. Criterion 4: The information was provided with an express or implied understanding that it would remain confidential.

The period of confidentiality must be specified for each item (e.g. for the period of the Contract, a period specified in the Contract). It should not be for an unlimited period.

Pricing provisions in Attachment B must only be listed in this Attachment if they meet the Confidentiality Test.

Note to drafters: Drafters must review their draft Contract to determine if it contains commercial information that meets the Confidentiality Test. Drafters should then review the examples provided below, prior to release of the RFT, and complete the tables as appropriate. Commercial information claimed to be confidential must be assessed against the Confidentiality Test and only information that meets this test can be included in this Attachment. Only the information in this Attachment can be considered for reporting confidentiality provisions on AusTender and for Senate Order 192.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Clause Title | Reason for classification | Party for whom the information is Confidential | Period of Confidentiality |
| Confidentiality (Contract) | | | | |
| Conditions of Contract, for example | | | | |
| 1. Clause 6.6 2. (i.e. if not standard template liability regime | 1. Limitation of Liability |  | 1. **Commonwealth/Contractor** |  |
| 1. (Any clauses which are not standard template clauses and that meet the DoF Confidentiality Test) |  |  | 1. **Insert name of party** |  |
| 1. **Attachments**, for example | | | | |
| 1. Attachment A: | 1. Statement of Work 2. (Identify specific clause/s) |  | 1. **Commonwealth/Contractor** |  |
| 1. Attachment B: | 1. Payment 2. (Identify specific clause, table or section) |  | 1. **Contractor** |  |
| 1. Attachment C | 1. Contract Material Rights Schedule |  | 1. **Contractor** |  |

SECURITY CLASSIFICATION AND CATEGORISATION GUIDE (OPTIONAL)

Note to drafters: A SCCG is to be included where the procurement involves classified information or security-protected assets.

For information on developing a SCCG refer to the Defence Security Division’s guidance on Business Impact Levels at:

* <http://drnet/eig/Defence-Security/Security-Risk-Management/Pages/BIL.aspx>

and contact the Defence Security Division Project Security Team at:

[DSA.ProjectSecurity@defence.gov.au](mailto:DSA.ProjectSecurity@defence.gov.au).

**[DRAFTERS TO INSERT SECURITY CLASSIFICATION AND CATEGORISATION GUIDE PRIOR TO RELEASE OF RFT].**

GLOSSARY (CORE)

Definitions, acronyms or abbreviations that are not used in a particular RFT or Contract may be deleted from this list. If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal effect of the proposed addition in the context of the existing document.

The listing of all acronyms, abbreviations, definitions and referenced documents, and the version numbers of all referenced documents should be reviewed for currency prior to both the RFT release and the Effective Date.

1. Acronyms and Abbreviations

| 1. **Abbreviation** | 1. **Description** |
| --- | --- |
| 1. ABN | 1. Australian Business Number |
| 1. ACIP | 1. Approved Contractor Insurance Program |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ACN | 1. Australian Company Number |
| 1. ADF | 1. Australian Defence Force |
| 1. ANZ | 1. Australia and New Zealand |
| 1. ASD | 1. Australian Signals Directorate |
| 1. ATO | 1. Australian Taxation Office |
| 1. CASG | 1. Capability Acquisition and Sustainment Group |
| 1. CCP | 1. Contract Change Proposal |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. CMR | Contract Material Rights |
| 1. COC | 1. Conditions Of Contract |
| 1. COMSEC | 1. Communications Security |
| 1. COT | 1. Conditions of Tender |
| 1. CPRs | 1. Commonwealth Procurement Rules – June 2023 |
| 1. DEFLOGMAN | 1. Defence Logistics Manual |
| 1. DI ADMINPOL | 1. Defence Instruction Administrative Policy |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DPI | 1. Departmental Personnel Instruction |
| 1. DSVS | 1. Defence Security Vetting Service |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. GFD | Government Furnished Data |
| 1. GFE | 1. Government Furnished Equipment |
| 1. GFI | Government Furnished Information |
| 1. GFM | 1. Government Furnished Material |
| 1. GST | 1. Australian Goods and Services Tax |
| 1. ICT | 1. Information and Communications Technology |
| 1. ILS | 1. Integrated Logistics Support |
| 1. IP | 1. Intellectual Property |
| 1. MEC | 1. Multiple Entry Consolidated |
| 1. PEPPOL | 1. Pan-European Public Procurement On-Line |
| 1. SCCG | 1. Security Classification and Categorisation Guide |
| 1. SDS | 1. Safety Data Sheet |
| 1. SOW | 1. Statement of Work |
| 1. STR | 1. Statement of Tax Record |
| 1. TD | 1. Technical Data |
| 1. WHS | 1. Work Health and Safety |

1. DEFINITIONS

| Term | Status | Definition |
| --- | --- | --- |
| 1. Approval | (Core) | 1. means the act of the Commonwealth Representative approving, in writing, a CCP, quote, claim, proposal or a particular course of action as a basis for further work under the Contract. 2. Approval in either case does not constitute Acceptance; and ‘Approve’ and ‘Approved’ have a corresponding meaning. |
| 1. Asbestos Containing Material | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Australian Privacy Principles | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). |
| 1. Authorisation | 1. (Core) | 1. means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of the Services. |
| 1. Circuit Layout | 1. (Core) | 1. means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Claim | 1. (Core) | 1. means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal). |
| 1. Commercial Item | 1. (Core) | 1. means any item or service that is:    1. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and    2. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item or use the service), 2. but does not include an item created, manufactured or produced by the Contractor or a Related Body Corporate of the Contractor. |
| 1. Commercial Material | 1. (Core) | 1. means any Contract Material that is:    1. a Commercial Item;    2. supplied, without further development or modification, in conjunction with a Commercial Item, under the standard commercial terms applicable to that item; or    3. Free and Open Source Software, or any TD supplied in conjunction with Free and Open Source Software. |
| 1. Commercialise | 1. (Core) | 1. means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in Contract Material in return for payment of a royalty or a commercial return to the Commonwealth or the sublicensee. |
| 1. Commonwealth Contractor | 1. (Core) | 1. means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth. |
| 1. Commonwealth Default | 1. (Core) | 1. means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor. |
| 1. Commonwealth Officer | 1. (Core) | 1. means any of the following:    1. a Minister of State for the Commonwealth;    2. a person employed or engaged under the *Public Service Act 1999* (Cth) or the *Members of Parliament (Staff) Act 1984* (Cth);    3. a person who is included in Defence Personnel; and    4. a member of the Australian Federal Police. |
| 1. Commonwealth Personnel | 1. (Core) | 1. means any Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth. |
| 1. Commonwealth Premises | 1. (Core) | 1. means any of the following that is owned, leased, occupied or operated by the Commonwealth:    1. an area of land or any other place (whether or not it is enclosed or built on);    2. a building or other structure; and    3. a vehicle, a vessel (including a submarine) or an aircraft. |
| 1. Commonwealth Property | 1. (Core) | 1. means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth. |
| 1. Commonwealth Representative | 1. (Core) | 1. means the person so named on the Details Schedule or any other person appointed as Commonwealth Representative. |
| 1. Commonwealth Service Provider | 1. (Core) | 1. means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:    1. professional, administrative, contract management or project management services to Defence; or    2. technical management or assurance services, including verification and validation, safety, certification, security or capability development. |
| 1. Commonwealth Supplier Code of Conduct | 1. (Core) | 1. means the Commonwealth Supplier Code of Conduct, as amended from time to time. |
| 1. Confidential Information | 1. (Core) | 1. means information (whether or not owned by the Commonwealth) that meets all of the following criteria:    1. is specifically identified at Attachment D;    2. is commercially sensitive (not generally known or ascertainable);    3. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and    4. was provided with an express or implied understanding that it would remain confidential; 2. but does not include information which:    1. is or becomes public knowledge other than by breach of the Contract;    2. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or    3. has been independently developed or acquired by the receiving party. |
| 1. Contract | 1. (Core) | 1. means the COC (including the Details Schedule), the Attachments including the SOW, and any document expressly incorporated as part of the Contract. |
| 1. Contract Material | 1. (Core) | 1. means information, including Technical Data or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract. |
| 1. Contract Material Rights Schedule or CMR Schedule | 1. (Core) | 1. means Attachment C to the Contract. |
| 1. Contract Price | 1. (Core) | 1. means the amount set out in Attachment B. |
| 1. Contractor Default | 1. (Core) | 1. means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| 1. Contractor Managed Commonwealth Assets | 1. (Core) | 1. means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract. |
| 1. Contractor Personnel | 1. (Core) | 1. means each of the following:    1. an employee, officers or agent of the Contractor;    2. a Subcontractor; and    3. an employee, officers or agent of a Subcontractor. |
| 1. Contractor Premises | 1. (Core) | 1. means any of the following:    1. premises owned by the Contractor or a Subcontractor; and    2. premises:       1. that are leased by, or licensed to, the Contractor or a Subcontractor; and       2. where the Contractor or the Subcontractor is responsible for controlling physical access to the premises. |
| 1. Controller | 1. (Core) | 1. has the same meaning as in the *Corporations Act* *2001* (Cth). |
| 1. Copyright | 1. (Core) | 1. means any existing or future copyright as defined under the *Copyright Act 1968* (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future. |
| 1. Default | 1. (Core) | 1. means any of the following:    1. a breach of an express or implied provision of the Contract by a party to the Contract; and    2. a breach of a general law duty or an applicable law in relation to the Contract by any of the following:       1. the Commonwealth or Commonwealth Personnel;       2. a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and       3. the Contractor or Contractor Personnel. 2. A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth. 3. A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor. |
| 1. Defence | 1. (Core) | 1. means the Department of Defence and/or the Australian Defence Force. |
| 1. Defence Personnel | 1. (Core) | 1. means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the *Defence Act 1903* (Cth)) and the equivalents from other organisations on exchange to Defence. |
| 1. Defence Property | 1. (Core) | 1. means Commonwealth Property administered by Defence. |
| 1. Defence Purpose | 1. (Core) | 1. means any purpose related to any of the following:    1. the defence and defence interests of Australia;    2. the national security of Australia;    3. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and    4. peacekeeping or peace enforcement activities. |
| 1. Defence Service Provider | 1. (Core) | 1. means a person, other than an Defence Personnel, involved in Defence work or engaged by Defence. |
| 1. document | 1. (Core) | 1. includes each of the following:    1. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and    2. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device. |
| 1. Environment | 1. (Core) | 1. in the context of environmental management, means any of the following:    1. ecosystems and their constituent parts;    2. natural and physical resources;    3. the qualities and characteristics of locations, places and areas;    4. noise; and    5. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraph a, b or c. |
| 1. Excepted Risk | 1. (Core) | 1. means an event or circumstance that is any of the following:    1. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone;    2. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power;    3. confiscation by governments or public authorities; and    4. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels,   except to the extent that the event or circumstance (or any resulting delay, loss or damage):   * 1. arose out of or as a consequence of a Contractor Default; or   2. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel. |
| 1. Free and Open Source Software | 1. (Core) | 1. means Software that:    1. is distributed on a free to use basis without a requirement to pay a royalty or other fee; and    2. may be used, modified, developed or adapted by any person subject to specified conditions, 2. and includes open source Software, public domain Software, shareware, community source Software and freeware. |
| 1. General Interest Charge | 1. (Core) | 1. has the meaning given to it under section 8AAD of the *Taxation Administration Act 1953* (Cth). |
| 1. Glossary | 1. (Core) | 1. means this glossary at Attachment F to the Contract. |
| 1. Government Furnished Data or GFD | 1. (Core) | 1. means the data identified as “Government Furnished Data” in Table 3 to the SOW. |
| 1. Government Furnished Equipment or GFE | 1. (Core) | 1. means the equipment specifically identified as GFE in Table 3 to Attachment A. |
| 1. Government Furnished Information or GFI | 1. (Core) | 1. means the information identified as “Government Furnished Information" in Table 3 to the SOW. |
| 1. Government Furnished Material or GFM | 1. (Core) | 1. means the material to be provided to the Contractor under the Contract and which is listed in the SOW. |
| 1. GST Act | 1. (Core) | 1. means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated taxation legislation. |
| 1. Insolvency Event | 1. (Core) | 1. means, in respect of a person, any of the following:    1. the person:       1. becoming insolvent;       2. ceasing to carry on all or a material part of its business; or       3. taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;    2. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;    3. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth):    4. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of person's property (including seizing the person's property within the meaning of section 123 of the *Personal Properties Securities Act 2009* (Cth));    5. person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;    6. an order or resolution for the winding up or deregistration of the person;    7. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and    8. any analogous event under the law of any applicable jurisdiction. |
| 1. Intellectual Property or IP | 1. (Core) | 1. means all present and future rights conferred by law in or in relation to any of the following:    1. Copyright;    2. rights in relation to a Circuit Layout, Patent Registrable Design or Trade Mark (including service marks); and    3. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered. |
| 1. Key Persons | 1. (Core) | 1. means the personnel specified in Attachment A as personnel required to undertake the Services or part of the work constituting the Services. |
| 1. Licence | 1. (Core) | 1. means a non-exclusive licence of IP in respect of Contract Material, being a licence that:    1. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee;    2. cannot be revoked or terminated by the licensor for any reason except on expiration of a statutory protection term;    3. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;    4. operates on a world-wide basis; and    5. binds each successor in title to the owner of the IP in respect of the Contract Material. |
| 1. Loss | 1. (Core) | 1. means any liability, loss (including economic loss), damage, compensation, costs and expenses. |
| 1. Moral Rights | 1. (Core) | 1. means any of the following:    1. a right of attribution of authorship;    2. a right not to have authorship falsely attributed; or    3. a right of integrity of authorship. |
| 1. Notifiable Incident | 1. (Core) | 1. has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth). |
| 1. Patent | 1. (Core) | 1. means the rights and interests in any registered, pending or restored standard or innovation patent under the *Patents Act 1990* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). |
| 1. Privacy Commissioner | 1. (Core) | 1. has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth). |
| 1. Problematic Substance | 1. (Core) | 1. means:    1. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act;    2. any dangerous goods as defined in the *Australian Code for the Transport of Dangerous Goods by Road and Rail* (extant edition and as amended from time to time); or    3. any hazardous chemicals as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Proportionate Liability Law | 1. (Core) | 1. means any of the following:    1. *Civil Liability Act 2002* (NSW) – Part 4;    2. *Wrongs Act 1958* (Vic) – Part IVAA;    3. *Civil Liability Act 2002* (WA) – Part 1F;    4. *Civil Liability Act 2003* (Qld) – Chapter 2, Part 2;    5. *Civil Law (Wrongs) Act 2002* (ACT) – Chapter 7A;    6. *Proportionate Liability Act 2005* (NT);    7. *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) – Part 3;    8. *Civil Liability Act 2002* (Tas) – Part 9A;    9. *Competition and Consumer Act 2010* (Cth) – Part VIA;    10. *Corporations Act 2001* (Cth) – Part 7.10, Div 2A; and    11. *Australian Securities & Investments Commission Act 2001* (Cth) – Part 2, Division 2, Subdivision GA. |
| 1. Related Body Corporate | 1. (Core) | 1. has the meaning given by section 9 of the *Corporations Act 2001* (Cth)*.* |
| 1. Registrable Design | 1. (Core) | 1. means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Relevant Employer | 1. (Optional) | 1. means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer until the number of its employees falls below 80. |
| 1. Services | 1. (Core) | 1. means the services and goods (including Contract Material) required to be provided under the Contract, and includes items acquired in order to be incorporated in the Services. |
| 1. Software | 1. (Core) | 1. means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware, applications and updates, but excludes source code. |
| 1. Subcontractor | 1. (Core) | 1. means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor; and ‘Subcontract’ has a corresponding meaning. |
| 1. Technical Data or TD | 1. (Core) | 1. means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Services and includes all calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, training materials, test results and writings, and includes source code. |
| 1. Trade Mark | 1. (Core) | 1. means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction. |
| 1. Unrelated Party | 1. (Core) | 1. means any person other than any of the following:    1. the Commonwealth and Commonwealth Personnel;    2. the Contractor and Contractor Personnel;    3. a Related Body Corporate of the Contractor; and    4. an employee, officer or agent of a Related Body Corporate of the Contractor. |
| 1. Use | 1. (Core) | 1. means, in relation to a licence of any Contract Material granted to a licensee, to:    1. use, reproduce, adapt and modify the Contract Material in accordance with the licence; and    2. disclose, transmit and communicate the Contract Material:       1. to the licensee’s employees, officers and agents; and       2. to a sublicensee under a sublicence granted in accordance with the licence. |
| 1. WHS Legislation | 1. (Core) | 1. means any of the following:    1. the *Work Health and Safety Act 2011* (Cth) and the Work Health and Safety Regulations 2011 (Cth); and    2. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth). |
| 1. Wilful Default | 1. (Core) | 1. means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm. |
| 1. Working Day | 1. (Core) | 1. in relation to the doing of an action in a place, means any day in that place other than:    1. a Saturday, Sunday or public holiday; and    2. any day within the two-week period that starts on:       1. the Saturday before Christmas Day; or       2. if Christmas Day falls on a Saturday, Christmas Day. |

1. ReferenceD Documents

| Reference | Description |
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|  | 1. *Auditor-General Act 1997*(Cth) |
|  | 1. Australian Code for the Transport of Dangerous Goods by Road and Rail, (Extant edition and as amended from time to time) |
|  | 1. Defence Cost Principles, as amended from time to time |
| 1. CPRs | 1. Commonwealth Procurement Rules – June 2023 |
|  | 1. Commonwealth Supplier Code of Conduct, as amended from time to time |
|  | 1. Complaints and Alternative Resolutions Manual |
|  | 1. *Corporations Act 2001 (Cth)* |
|  | 1. Defence WHS Manual |
|  | 1. Defence and the Private Sector – Working with Integrity |
| 1. DEFLOGMAN Part 2 Volume 5 Section 17 | 1. Stocktaking of Defence Assets and Inventory |
| 1. DSPF | 1. Defence Security Principles Framework, as amended from time to time |
|  | 1. *Environmental Protection and Biodiversity Conservation Act 1999* (Cth) |
|  | 1. Financial Policy – Gifts and Benefits (Including Hospitality) - Receiving |
|  | 1. Financial Policy – Gifts and Benefits (Including Hospitality) - Spending |
|  | 1. Financial Policy - Sponsorship |
| 1. GST Act | 1. *A New Tax System (Goods and Services Tax) Act 1999* (Cth) |
|  | 1. Incident Reporting and Management Manual |
|  | 1. Integrity Policy |
|  | 1. *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) |
|  | 1. *Privacy Act 1988* (Cth) |
| 1. WHS Act | 1. *Work Health and Safety Act 2011* (Cth) |
| 1. WHS Regulations | 1. *Work Health and Safety Regulations 2011*(Cth) |
| 1. WGE Act | 1. *Workplace Gender Equality Act 2012* (Cth) |
|  | 1. Workplace Gender Equality Procurement Principles |