GLOSSARY (CORE)

Note to drafters: If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal and practical effect of the proposed addition in the context of the tender pack or contract as a whole.

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

| Abbreviation | Description |
| --- | --- |
| 1. ABN | 1. Australian Business Number |
| 1. ABS | 1. Australian Bureau of Statistics |
| 1. ACE | 1. Australian Contract Expenditure |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ACN | 1. Australian Company Number |
| 1. ACSC | 1. Australian Cyber Security Centre |
| 1. ACSI | 1. Australian Communications Security Instruction |
| 1. ADF | 1. Australian Defence Force |
| 1. ADFP | 1. Australian Defence Force Publication |
| 1. AGSVA | 1. Australian Government Security and Vetting Agency |
| 1. AFD | 1. Application for a Deviation |
| 1. AIA | 1. Australian Industry Activity |
| 1. AIC | 1. Australian Industry Capability |
| 1. AIO | 1. Australian Industry Opportunity |
| 1. ANP | 1. Australian Naval Publication |
| 1. ANZ | 1. Australian and New Zealand |
| 1. APS | 1. Adjusted Performance Score |
| 1. ARBN | 1. Australian Registered Body Number |
| 1. ASD | 1. Australian Signals Directorate |
| 1. ASARP | 1. As Secure As Reasonably Practicable |
| 1. ATO | 1. Australian Taxation Office |
| 1. ATO | 1. Authorisation to Operate |
| 1. ATO-C | 1. Authorisation to Operate with Conditions |
| 1. AUSMIMPS | 1. Australian Standard Materiel Issue and Movement Priority System |
| 1. BER | 1. Beyond Economic Repair |
| 1. BPR | 1. Beyond Physical Repair |
| 1. CAGE | 1. Commercial and Government Entity |
| 1. CASG | 1. Capability Acquisition and Sustainment Group |
| 1. CASP | 1. Commonwealth Assets Stocktaking Plan |
| 1. CASR | 1. Commonwealth Assets Stocktaking Report |
| 1. CCB | 1. Configuration Control Board |
| 1. CCP | 1. Contract Change Proposal |
| 1. CCR | 1. Configuration Change Register |
| 1. CDRL | 1. Contract Data Requirements List |
| 1. CEMP | 1. Contractor Engineering Management Plan |
| 1. CFA | Commercial and Financial Analysis |
| 1. CI | 1. Configuration Item |
| 1. CIE | 1. Capability Innovations and Efficiencies |
| 1. CM | 1. Configuration Management |
| 1. CMAINT | 1. Contingency Maintenance |
| 1. CMC | 1. Common Management Code |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. CMP | 1. Configuration Management Plan |
| 1. COC | 1. Conditions of Contract |
| 1. COMSEC | 1. Communications Security |
| 1. COTS | 1. Commercial-Off-The-Shelf |
| 1. CPI | 1. Consumer Price Index |
| 1. CPR | 1. Contract Performance Review |
| 1. CPRs | 1. Commonwealth Procurement Rules |
| 1. CR | 1. Commonwealth Representative |
| 1. CSA | 1. Configuration Status Accounting |
| 1. CSC | 1. Contractor Standing Capability |
| 1. CSCR | 1. Cyber Security Case Report |
| 1. CSCRP | 1. Cyber Supply Chain Risk Plan |
| 1. CSIRO | 1. Commonwealth Scientific and Industrial Research Organisation |
| 1. CSR | 1. Contract Status Report |
| 1. CSRL | 1. Contract Services Requirements List |
| 1. CSSP | 1. Contractor Supply Support Plan |
| 1. CSSR | 1. Combined Services Summary Report |
| 1. CSWBS | 1. Contract Summary Work Breakdown Structure |
| 1. CTIS | 1. Cyber Threat Intelligence Sharing |
| 1. CWBS | 1. Contract Work Breakdown Structure |
| 1. DASA | 1. Defence Aviation Safety Authority |
| 1. DASR | 1. Defence Aviation Safety Regulations |
| 1. DCERT | 1. Design Certificate |
| 1. DCwS | 1. Defence Cyberworthiness System |
| 1. DDG | Defence Digital Group |
| 1. DESE | Digitally Enabled Systems and Equipment |
| 1. DI ADMINPOL | 1. Defence Instruction Administrative Policy |
| 1. DID | 1. Data Item Description |
| 1. DIDS | Defence Industry Development Statement |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DMH (PROJ) | 1. Defence Materiel Handbook (Project Management) |
| 1. DMS | 1. Data Management System |
| 1. DSD | 1. Detailed Service Descriptions |
| 1. DRAIC | 1. Defence-Required Australian Industrial Capability |
| 1. DRAICRR | 1. DRAIC Readiness Review |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. DSTG | 1. Defence Science and Technology Group |
| 1. DTR-A | 1. Director of Technical Regulation - Army |
| 1. DW&D | 1. Defence Warehousing and Distribution (contract or contractor) |
| 1. E8MM | 1. Essential Eight Maturity Model |
| 1. EAIR | 1. Efficiency Analysis and Implementation Report |
| 1. ECP | 1. Engineering Change Proposal |
| 1. ED | 1. Effective Date |
| 1. EMM | Engineering and Maintenance Manual |
| 1. EMSEC | Emanation Security |
| 1. ENVMP | 1. Environmental Management Plan |
| 1. ENVMS | 1. Environmental Management System |
| 1. ERP | Enterprise Resource Planning |
| 1. ESCP | Emanation Security Control Plan |
| 1. ETA | 1. EMSEC Threat Assessment |
| 1. FBL | 1. Functional Baseline |
| 1. FCA | 1. Functional Configuration Audit |
| 1. FMECA | 1. Failure Mode, Effects and Criticality Analysis |
| 1. FMS | 1. Foreign Military Sales |
| 1. FSCAP | 1. Flight Safety Critical Aircraft Parts |
| 1. FTE | 1. Full-Time Equivalent |
| 1. G&A | 1. General and Administrative |
| 1. GFD | 1. Government Furnished Data |
| 1. GFE | 1. Government Furnished Equipment |
| 1. GFF | 1. Government Furnished Facilities |
| 1. GFI | 1. Government Furnished Information |
| 1. GFM | 1. Government Furnished Material |
| 1. GFS | 1. Government Furnished Services |
| 1. GFS(IT) | 1. Government Furnished Services (Information Technology) |
| 1. GST | 1. Goods and Services Tax |
| 1. H | 1. Hardcopy |
| 1. HSMP | 1. Health and Safety Management Plan |
| 1. ICE | 1. Imported Contract Expenditure |
| 1. ICT | 1. Information and Communications Technology |
| 1. IE | Innovations / Efficiencies |
| 1. IEIP | IE Implementation Plan |
| 1. IETP | 1. Interactive Electronic Technical Publication |
| 1. IIL | 1. Item Identification List |
| 1. ILS | 1. Integrated Logistics Support |
| 1. IMSP | 1. In-service Materiel Safety Plan |
| 1. Incl | 1. Include/s/d |
| 1. IP | 1. Intellectual Property |
| 1. IPP | 1. Indigenous Procurement Policy |
| 1. IPB | 1. Illustrated Parts Breakdown |
| 1. ISSMP | 1. In-Service Security Management Plan |
| 1. IT | 1. Information Technology |
| 1. IV&V | 1. Independent Verification & Validation |
| 1. JAS-ANZ | 1. Joint Accreditation System for Australia and New Zealand |
| 1. KPI | 1. Key Performance Indicator |
| 1. LCAM | Logistics Compliance and Assurance Manual |
| 1. LCC | 1. Life Cycle Cost |
| 1. LCCA | 1. Life Cycle Costing Analysis |
| 1. LCN | 1. Logistic (Support Analysis) Control Number |
| 1. LMP | 1. Learning Management Package |
| 1. LMSM | 1. Land Materiel Safety Manual |
| 1. LOT | 1. Life-of-Type |
| 1. LSAR | 1. Logistic Support Analysis Record |
| 1. MEC | 1. Multiple Entry Consolidated |
| 1. MILIS | 1. Military Integrated Logistics Information System |
| 1. MMP | 1. Maintenance Management Plan |
| 1. MOA | 1. Memorandum of Agreement |
| 1. MOTS | 1. Military-Off-The-Shelf |
| 1. MRU | 1. Members Required in Uniform |
| 1. MSR | 1. Mandated System Review |
| 1. MTBF | 1. Mean Time Between Failure |
| 1. NATA | 1. National Association of Testing Authorities |
| 1. NMSwAA | 1. Naval Materiel Seaworthiness Assurance Agency |
| 1. Non-RI | 1. Non-Repairable Item |
| 1. NSF | 1. (Australian) National Skills Framework |
| 1. NTE | 1. Not-To-Exceed |
| 1. OD | 1. Operative Date |
| 1. ODIS | 1. Office for Defence Industry Support |
| 1. OEM | 1. Original Equipment Manufacturer |
| 1. OPM | 1. Other Performance Measure |
| 1. OSP | 1. Operating Support Plan |
| 1. OT | Operational Technology |
| 1. PCA | 1. Physical Configuration Audit |
| 1. PHIP | 1. Phase In Plan |
| 1. PHOP | 1. Phase Out Plan |
| 1. PHS&T | 1. Packaging, Handling, Storage and Transportation |
| 1. PIP | 1. Performance Implementation Period |
| 1. POD | 1. Planned Operative Date |
| 1. PPR | 1. Periodic Performance Review |
| 1. PT PCP | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. Payment Times Procurement Connected Policy |
| 1. QAR | 1. Quality Assurance Representative |
| 1. QMS | 1. Quality Management System |
| 1. QP | 1. Quality Plan |
| 1. Qty | 1. Quantity |
| 1. RAAF | 1. Royal Australian Air Force |
| 1. RAN | 1. Royal Australian Navy |
| 1. Ref | 1. Reference |
| 1. RI | 1. Repairable Item |
| 1. ROE | 1. Rate of Effort |
| 1. RSL | 1. Reserve Stockholding Level |
| 1. S | 1. Softcopy |
| 1. S&Q | 1. Survey and Quote |
| 1. S&TE | 1. Support and Test Equipment |
| 1. SAC | 1. Supplies Acceptance Certificate |
| 1. SCCG | 1. Security Classification and Categorisation Guide |
| 1. SCR | 1. Safety Case Report |
| 1. SDS | 1. Safety Data Sheet |
| 1. SE | 1. Systems Engineering |
| 1. SDIP | 1. Sovereign Defence Industrial Priority |
| 1. SEG | 1. Security and Estate Group |
| 1. SICC | 1. Security Incident Coordination Centre |
| 1. SME | 1. Small to Medium Enterprise |
| 1. SOE | 1. Standard Operating Environment |
| 1. SOW | 1. Statement of Work |
| 1. SPO | 1. System Program Office |
| 1. SPMP | 1. Support Performance Measurement Plan |
| 1. SPTPW | 1. Support Pricing Workbook |
| 1. SRMP | 1. Security Risk Management Plan |
| 1. SSDESC | 1. Support System Description |
| 1. SSMP | 1. Support Services Management Plan |
| 1. SSMS | 1. Support Services Master Schedule |
| 1. SSOP | 1. Security Standard Operating Procedure |
| 1. SSP | 1. System Security Plan |
| 1. SSVM | 1. Support Services Verification Matrix |
| 1. STR | 1. Statement of Tax Record |
| 1. SWCR | 1. Software Change Request |
| 1. SWG | Security Working Group |
| 1. SWMP | 1. Software Management Plan |
| 1. SWSP | 1. Software Support Plan |
| 1. TBD | 1. To be determined |
| 1. TD | 1. Technical Data |
| 1. TCO | 1. Total Cost of Ownership |
| 1. TDL | 1. Technical Data List |
| 1. TDSR | 1. Technical Data and Software Rights |
| 1. TMC | 1. Technical Management Code |
| 1. ToSA | 1. Target of Security Assessment |
| 1. TRS | TEMPEST Requirements Statement |
| 1. TRS | 1. Training Requirements Specification |
| 1. TSP | 1. Training Support Plan |
| 1. TXRR | 1. Transition Requirements Review |
| 1. UOC | 1. Unit of Competency |
| 1. VET | 1. Vocational Education and Training |
| 1. V&V | 1. Verification and Validation |
| 1. V&VP | 1. Verification and Validation Plan |
| 1. WBS | 1. Work Breakdown Structure |
| 1. WHS | 1. Work Health and Safety |
| 1. WHSMS | 1. Work Health and Safety Management System |
| 1. WSL | 1. Working Stockholding Level |

1. DEFINITIONS

| Term | Status | Definition |
| --- | --- | --- |
| 1. Acceptance | 1. (Core) | 1. means acceptance of Deliverables delivered in the course of providing the Services in accordance with clause 6.8 of the COC, signified by the Commonwealth Representative’s signature (or by an Authorised Person’s signature) of the SAC, and ‘Accept’ has a corresponding meaning. |
| 1. Accreditation | 1. (Optional) | 1. means formal recognition by an authoritative body that:    1. an organisation has demonstrated competence to carry out certain duties and tasks; or    2. a system is authorised to operate in a defined configuration, with a specified role and in a particular environment (having regard to the associated residual risk with the operation of a system). |
| 1. ACE Measurement Point | 1. (Core) | 1. means, in respect of Recurring Services Fees, each ACE Measurement Point specified in Table F‑1 of Attachment F. |
| 1. ACE Measurement Rules | 1. (Core) | 1. means the referenced document titled *‘Australian Contract Expenditure Measurement Rules’*, which defines the methods to be applied to determine the values for ACE and ICE for the Contract. |
| 1. ACE Value | 1. (Core) | 1. means the Australian dollar value of ACE. |
| 1. Achieved ACE Percentage | 1. (Core) | 1. means, in respect of an ACE Measurement Point, the ACE expressed as a percentage of the Total Contract Expenditure. |
| 1. Achieved Performance | 1. (Core) | 1. for a KPI for a Review Period, means a number representing the Contractor's performance against the KPI in the Review Period, as determined in accordance with Attachment P. |
| 1. Ad Hoc Services | 1. (Core) | 1. means Task-Priced Services, S&Q Services and Pre-Authorised Ad Hoc Services. |
| 1. Adaptive Maintenance | 1. (Optional) | 1. means the modification of a Software Product, after delivery, to keep the Software Product usable in a changed or changing environment. |
| 1. ADF Capability Objectives | 1. (Core) | 1. has the meaning given in clause 1.3.1b of the COC. |
| 1. Adjusted Performance Score | 1. (Core) | 1. for a KPI for a Review Period, means the percentage score determined, in accordance with Attachment P, as the Contractor’s Adjusted Performance Score, representing the relative value of the Achieved Performance to the Commonwealth. |
| 1. Adjustment Date | 1. (Core) | Note to drafters: This definition may be amended to align Adjustment Dates with financial years or a different cycle.   1. means:    1. for Milestone Payments, the Base Date and each anniversary of the Base Date;    2. for the Mobilisation Payment, the Base Date and the date the Mobilisation Payment is made by the Commonwealth; and    3. for Services other than Services included in Milestones, the Base Date and each anniversary of the Base Date. |
| 1. Adjustment Note | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. AIC Compliance Certificate | 1. (Core) | 1. means a certificate in the form of Annex F to Attachment I. |
| 1. AIC Objectives | 1. (Core) | 1. has the meaning given in clause 1.3.1c of the COC. |
| 1. AIC Obligations | 1. (Core) | 1. means the obligations under the Contract relating to AIC and for the avoidance of doubt includes the following obligations:    1. the obligations on the Contractor under clause 4 of the COC, clause 10 of the SOW and Attachment F; and    2. the Essential AIC Obligations. |
| 1. AIC Subcontractor | 1. (Core) | 1. means a Subcontractor identified as an AIC Subcontractor in Attachment H in accordance with clause 11.9 of the COC. |
| 1. AIC Subcontractor Obligations | 1. (Core) | 1. means the obligations of an AIC Subcontractor under the relevant Approved Subcontract relating to AIC and for the avoidance of doubt includes the obligation to comply with the relevant Subcontractor AIC Plan. |
| 1. Allocated Baseline | 1. (Optional) | 1. means the current Approved documentation for a CI, which describes the functional, performance, interoperability and interface characteristics that are allocated from those of the higher-level CI and the Verification required to demonstrate achievement of those specified characteristics. |
| 1. Allowable Costs | 1. (Core) | 1. means a cost incurred by the Contractor that is an allowable cost in accordance with the meaning in the *Defence Cost Principles*. |
| 1. Application for a Deviation | 1. (Core) | 1. means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD or other form agreed between the parties. |
| 1. Approval | 1. (Core) | * 1. for a data item, has the meaning given by clause 2.4.4 of the SOW; and   2. in every other context, means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work, under the Contract.  1. Approval in either case does not constitute Acceptance; and ‘Approve’ and ‘Approved’ have a corresponding meaning. |
| 1. Approved Subcontractor | 1. (Core) | 1. means a Subcontractor that is listed in Attachment H or the Approved Subcontractor section of an S&Q Order and ‘Approved Subcontract’ means a contract between the Contractor and an Approved Subcontractor or between a Subcontractor and an Approved Subcontractor to that Subcontractor. For the avoidance of doubt, an AIC Subcontractor is an Approved Subcontractor. |
| 1. Approved Subcontractor Deed | 1. (Core) | 1. means a deed substantially in the form of Annex A to Attachment I. |
| 1. Approved Substance | 1. (Core) | 1. means a Problematic Substance that is:    1. specified for use by the Commonwealth in writing, including a Problematic Substance used for a purpose(s) stated in Technical Data that has been specified by the Commonwealth for use in providing the Services;    2. Approved and used for the purpose(s) specified in an Approved Application for a Deviation; or    3. Approved and used for the purpose(s) specified in the Approved HSMP or the Approved SSMP, as applicable. |
| 1. As Secure As Reasonably Practicable or ASARP | 1. (Core) | 1. means that, in relation to a Security System-of-Interest (SSoI), or elements thereof, an adequate level of security has been achieved, such that an incremental improvement in security would:    1. require a disproportionate deterioration in relation to meeting other system cost, schedule, or performance objectives;    2. violate system constraints; or    3. require unacceptable concessions, such as an unacceptable change in the way operations are performed. |
| 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. Assets Register | 1. (Core) | 1. means the log used by the Contractor for recording Contractor Managed Commonwealth Assets. |
| 1. Associated Parties | 1. (Core) | 1. means other entities (including other contractors and Commonwealth organisations) performing activities related to the Products, the Services, the Capability, the parent system or platform (if applicable), or otherwise having a connection with the Services being provided or the work to be performed under the Contract. |
| 1. At-Risk Amount | 1. (Core) | 1. means the portion of the Core Services Fee that is either fully earned or reduced relative to the Contractor’s performance in providing the Services that are measured by KPIs and determined in accordance with Annex C to Attachment B. The At-Risk Amount may be expressed as a percentage of the Core Services Fee or as a dollar amount for the given period, as the context requires. |
| 1. Attachment | 1. (Core) | 1. means an Attachment to the Contract. |
| 1. Audit | 1. (Core) | 1. means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled. |
| 1. Australian Contract Expenditure or ACE | 1. (Core) | 1. has the meaning given in clause 2.2 of the ACE Measurement Rules. |
| 1. Australian Entity | 1. (Core) | 1. means:    1. a company registered under the *Corporations Act 2001* (Cth) or a company registered under the *Companies Act 1993* (New Zealand);    2. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or    3. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN), 2. carrying on business through a permanent establishment in Australia or New Zealand, including as evidenced through employment and the conduct of business operations in Australia or New Zealand. |
| 1. Australian Industry | 1. (Core) | 1. means Australian Entities that perform work in Australia or New Zealand. |
| 1. Australian Industry Activity or AIA | 1. (Core) | 1. means an activity identified as an Australian Industry Activity in Attachment F. |
| 1. Australian Industry Capability or AIC | 1. (Core) | 1. means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry. |
| 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, Export Approval or other documented authority (however described), required by law and necessary for the provision of Services or the performance of the Contract. |
| 1. Authorised Person | 1. (Core) | 1. means a person who is delegated a function or authorised to carry out a function on behalf of the Commonwealth Representative in accordance with the Contract. |
| 1. Authority to Operate or ATO | 1. (Optional) | Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.   1. has the meaning given through the Defence Security Principles Framework (DSPF). |
| 1. Authority to Operate with Conditions or ATO‑C | 1. (Optional) | Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.   1. has the meaning given through the DSPF. |
| 1. Award Assessment Period | 1. (Optional) | Note to drafters: Insert this definition if Option A is selected at clause 1.9 of the COC.   1. has the meaning given in clause 1.9 of the COC. |
| 1. Award Term | 1. (Optional) | Note to drafters: Insert this definition if Option A is selected at clause 1.9 of the COC.   1. means the period by which the Term is extended, as determined in accordance with clause 1.9 of the COC. |
| 1. Award Term Determination Date | 1. (Optional) | Note to drafters: Insert this definition if Option A is selected at clause 1.9 of the COC.   1. has the meaning given in clause 1.9 of the COC. |
| 1. Base Date Currency Exchange Rate | 1. (Core) | 1. means the currency exchange rate between source currency and Australian dollars available from www.rba.gov.au/statistics/frequency/exchange-rates.html that applied at the Base Date. |
| 1. Base Fee | 1. (Core) | 1. means, in respect of a given period,the amount equal to the Core Services Fee less the At-Risk Amount, for that period. |
| 1. Baseline | 1. (Core) | 1. has the same meaning as Configuration Baseline. |
| 1. Beyond Economic Repair | 1. (Optional) | 1. means the categorisation given to an unserviceable Product when the cost of repairing the Product outweighs the cost of buying a replacement Product. |
| 1. Beyond Physical Repair | 1. (Optional) | 1. means the categorisation given to an unserviceable Product when it cannot physically be repaired (eg due to damage). |
| 1. Cannibalisation | 1. (Optional) | 1. means the removal of a serviceable Item from one system or high-level spare, in order to use that Item to make another system available to undertake operations; and ‘Cannibalise’ has a corresponding meaning. |
| 1. Defence Cost Principles | 1. (Core) | 1. means the referenced document titled ‘*Defence Cost Principles*’, which provides a framework to deliver greater understanding and clarity regarding how costs may be attributed to Defence Contracts. |
| 1. Capability | 1. (Core) | Note to drafters: Insert the applicable Capability name where indicated. Amend the following definition if there is no Mission System included at Annex A to the SOW. Instead, replace the term ‘Mission System’ with the actual higher-level platform(s) to which the Products Being Supported relate.   1. means the **[INSERT NAME]** Capability. Capability is the power to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period. For the **[INSERT NAME]** Capability, this is achieved through the employment of the Mission System(s), the Support System, and other inputs provided by Defence. |
| 1. Carried Forward Unserviceability | 1. (Optional) | 1. means a deferred unserviceability that does not prejudice the technical integrity of a Product or the safety of any person. |
| 1. Cataloguing | 1. (Optional) | 1. means the act of recording and promulgating selected management data relating to Stock Items in the catalogues of the MILIS global record and other supply systems. |
| 1. Certificate of Conformity | 1. (Optional) | 1. means a formal certification by a responsible member of the supplier's quality control organisation that the goods supplied are authentic, their origin traceable, that they meet the specification and conditions contained in the original order. |
| 1. Certification | 1. (Core) | 1. means:    1. for the purposes of clauses 11 and 12 of the SOW, certification by an organisation accredited by the JAS-ANZ, or an equivalent certification body acceptable to the Commonwealth, and Certified has a corresponding meaning; and    2. in relation to the certification of Products, the end result of a process, which formally examines and documents compliance of a Product against predefined standards, to the satisfaction of the certificating authority. |
| 1. Certification Basis | 1. (Optional) | 1. means the suite of standards against which materiel is to be certified, derived from or judged to be equivalent to a subset of the materiel standards approved by an applicable regulatory authority. |
| 1. Certification Basis Description | 1. (Optional) | 1. means the document listing, inter-alia, the individual Certification Basis requirements and the evidence that demonstrates Contractor compliance with the requirements. |
| 1. Change of Control | 1. (Core) | 1. means:    1. a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or    2. a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor. |
| 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. Codification | 1. (Optional) | 1. means the act of establishing and maintaining Stock Item identification and related data under the Defence cataloguing system and/or the national system of another country participating in the NATO Codification System. |
| 1. Codification Data | 1. (Core) | 1. means:    1. for Deliverables (other than data, services, and IP) not already codified in the NATO Codification System, the engineering drawings, standards, specifications and/or technical documentation required to fully identify the items designated by the Commonwealth to support the equipment covered by the Contract; or    2. for Deliverables already codified in the NATO Codification System, the details of that Codification. |
| 1. Commercial and Government Entity Code | 1. (Core) | 1. means the code that identifies the manufacturer of an item in the NATO Codification System. |
| 1. Commercial Item | 1. (Core) | 1. means an 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). |
| 1. Commercial Software | 1. (Core) | 1. means Software 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. |
| 1. Commercial TD | 1. (Core) | 1. means TD that is:    1. a Commercial Item; or    2. supplied, without further development or modification in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software. |
| 1. Commercialise | 1. (Core) | 1. means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software 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 Funded Resources | 1. (Core) | 1. has the meaning set out in clause 3.18 of the COC. |
| 1. Commonwealth Mandated GFM | 1. (Optional) | 1. means GFE or GFD identified as ‘Commonwealth Mandated GFM’ in:    1. Annex A to Attachment E; or    2. the GFM section of an S&Q Order. |
| 1. Commonwealth Mandated GFS | 1. (Optional) | 1. means GFS identified as ‘Commonwealth Mandated GFS’ in:    1. Annex B to Attachment E; or    2. the GFS section of an S&Q Order. |
| 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 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, 2. but does not include Excluded Parties. |
| 1. Commonwealth Software | 1. (Core) | Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth Software.   1. means:    1. any Software of the type described in Annex D to the TDSR Schedule in respect of a Deliverable specified in that annex;    2. any Software described as such in an S&Q Order; and    3. any developments, modifications or improvements to that Software. |
| 1. Commonwealth Supplier Code of Conduct | 1. (Core) | 1. means the Commonwealth Supplier Code of Conduct, as amended from time to time. |
| 1. Commonwealth TD | 1. (Core) | Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth TD.   1. means:    1. any TD of the type described in Annex D to the TDSR Schedule in respect of a Deliverable specified in that annex;    2. any TD described as such in an S&Q Order; and    3. any developments, modifications or improvements to that TD. |
| 1. Commonwealth-sponsored Training | 1. (Optional) | 1. means those elements of Training that are either owned by the Commonwealth or licensed to the Commonwealth by a third party and that are provided to the Contractor for the purposes of the Contract. |
| 1. Competency | 1. (Optional) | 1. means the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments. |
| 1. Confidential Information | 1. (Core) | 1. means:    1. any information in the Contract that is identified in Attachment N or in the Confidential Information section of an S&Q Order; and    2. any other information:       1. is commercially sensitive (not generally known or ascertainable);       2. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and       3. that was provided with an express or implied understanding that it would remain confidential,   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. Configuration Audit | 1. (Core) | 1. means Product configuration Verification accomplished by inspecting documents, Products and records; and reviewing procedures, processes, and systems of operation to Verify that the Product has achieved its required attributes (performance requirements and functional constraints) and the Product's design is accurately documented. Includes both functional and physical configuration audits. |
| 1. Configuration Baseline (or ‘Baseline’) | 1. (Core) | 1. means:    1. in the context of a Product, an agreed-to description of the attributes of a Product, at a point in time, which serves as a basis for defining change;    2. in the context of documentation, an approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change;    3. in the context of Configuration Management documents, the currently approved and released configuration documentation; and    4. in the context of a Software Product, a released set of files comprising a Software version and associated configuration documentation. |
| 1. Configuration Control | 1. (Core) | 1. means:    1. in the context of configuration documentation, a systematic process that ensures that changes to released configuration documentation are properly identified, documented, evaluated for impact, approved by an appropriate level of authority, incorporated, and verified; and    2. in the context of a Product, the Configuration Management activity concerning: the systematic proposal, justification, evaluation, co-ordination, and disposition of proposed changes; and the implementation of all approved and released changes into:       1. the applicable configurations of a Product;       2. associated Product information; and       3. supporting and interfacing Products and their associated information. |
| 1. Configuration Control Board | 1. (Core) | 1. means the group of functional and other representatives responsible for the Configuration Control of a Mission System, Configuration Item, or other Product. There may be Commonwealth, Contractor and Subcontractor CCBs, as applicable to the Contract. The composition of the required CCBs is normally defined in each organisation’s CM plans. |
| 1. Configuration Identification | 1. (Core) | 1. means:    1. in the context of an identification process, the unique identifiers for a Product and its configuration documents; and    2. in the context of a Configuration Management activity, the systematic process of selecting the Product attributes, organising associated information about the attributes, and stating the attributes. This Configuration Management activity encompasses the:       1. selection of Configuration Items;       2. determination of the types of configuration documentation required for each Configuration Item;       3. issuance of numbers and other identifiers affixed to the Configuration Items and to the technical documentation that defines the Configuration Item’s configuration; and       4. release of Configuration Items and their associated configuration documentation, and establishment of Configuration Baselines for Configuration Items. |
| 1. Configuration Item | 1. (Core) | 1. means an aggregation of hardware/Software (or any of its discrete proportions), which satisfies an end item use function and is designated for Configuration Management. |
| 1. Configuration Management | 1. (Core) | 1. means a technical and management process for establishing and maintaining consistency of a Product's performance, functional, and physical attributes with its requirements, design and operational information throughout its life. |
| 1. Configuration Status Accounting | 1. (Core) | 1. means the Configuration Management activity that formalises the recording and reporting of the established product configuration information, the status of requested changes, and the implementation of approved changes including changes occurring to Product units during operation and maintenance. |
| 1. Consolidated Group | 1. (Optional) | 1. means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the *Income Tax Assessment Act 1997* (Cth). |
| 1. Consumable | 1. (Core) | 1. means a Non-Repairable Item (Non-RI) which is consumed, or used beyond recovery in normal use, including non-RIs such as ammunition, adhesives, rivets, paint, fuel, lubricants, sealants, sheet metal, lock wire, nuts, bolts, cleaning materials and electrical wiring cables. |
| 1. Contamination | 1. (Core) | 1. means the presence in, on or under land, air or water of a substance or emission (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the Environment. |
| 1. Continuation Training | 1. (Core) | 1. means Training undertaken by Commonwealth Personnel in order to maintain currency and skill in relation to the Capability. |
| 1. Contingency | 1. (Optional) | 1. means the provision of support by the Contractor, in addition to the requirements of the Contract, to meet the Commonwealth’s requirements for support during heightened ADF operations. Contingency is an element of Surge. |
| 1. Contingency Maintenance | 1. (Optional) | 1. means that Maintenance carried out on technical equipment during heightened ADF operations, when the availability of that equipment is crucial to force capability, and peacetime maintenance procedures are inappropriate. |
| 1. Contract | 1. (Core) | 1. means the COC (including the Details Schedule), the attachments including the SOW, any S&Q Order and any document expressly incorporated as part of the Contract. |
| 1. Contract Change Proposal | 1. (Core) | 1. has the meaning given by clause 11.1 of the COC. |
| 1. Contract Material | 1. (Core) | 1. means information, other than TD 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. Contractor Default | 1. (Core) | 1. means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| 1. Contractor Maintained Licensed Fittings | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. for a GFF Licensed Area, means the Licensed Fittings identified in the list titled ‘Contractor Maintained Licensed Fittings’ included in Appendix 2 of the relevant annex to Attachment O. |
| 1. Contractor Managed Commonwealth Asset | 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, officer or agent of the Contractor;    2. a Subcontractor; and    3. an employee, officer or agent of a Subcontractor. |
| 1. Contractor Premises | 1. (Core) | 1. means any of the following:    1. premises owned by the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and    2. premises (including any GFF):       1. that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and       2. where the Contractor, Related Body Corporate or the Subcontractor is responsible for controlling physical access to the premises. |
| 1. Contractor-sponsored Training | 1. (Optional) | 1. means Training that is either owned by the Contractor or licensed to the Contractor by a third party to enable the Contractor to provide the Training Services. |
| 1. Control | 1. (Core) | 1. means, in relation to the Contractor or the Guarantor, any of the following:    1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor or the Guarantor;    2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor or the Guarantor;    3. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor;    4. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of the Contractor or the Guarantor; or    5. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor. |
| 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. Core Services | 1. (Core) | 1. means the Recurring Services other than the Excluded Services. |
| 1. Core Services Fee | 1. (Core) | 1. means in respect of a given period, the amount specified in Annex B to Attachment B as the Core Services Fee for that period. |
| 1. Corrective Maintenance | 1. (Core) | 1. means those actions necessary to restore items or systems (both hardware and Software) to a satisfactory condition or level of performance after Failure or other unsatisfactory condition has been detected. It may be performed on any item, irrespective of whether another form of Maintenance (such as Preventive Maintenance) is also defined for the item. In some cases the Corrective Maintenance action necessary may be equivalent to a Preventive Maintenance task defined for the item. Corrective Maintenance may also occur as a result of a suspected Failure, even if further investigation indicates that no actual Failure occurred. 2. with respect to Software, means reactive modification of a Software Product after delivery to correct discovered problems. |
| 1. Correctly Rendered Invoice | 1. (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. for the purposes of clause 11.9.12 of the COC, means an invoice which is:    1. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and    2. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. |
| 1. Cost Review Period | 1. (Optional) | 1. means a time period within the Term for which a Periodic Cost Review is conducted. |
| 1. Cyber Security Assurance Basis | 1. (Optional) | 1. means the suite of requirements against which the Materiel System is to be assessed in relation to cyber security. |
| 1. Cyber Supply Chain | 1. (Core) | 1. means the Contractor and the associated network of Subcontractors (including direct Subcontractors and lower-tier Subcontractors) that provides items of Digitally Enabled Systems and Equipment (DESE) directly or indirectly to the Commonwealth to satisfy the requirements of the Contract. |
| 1. Cyberworthiness | 1. (Core) | 1. means the desired outcome of a range of policy and assurance activities that allow the operation of Australian Defence Force platforms, systems and networks in a contested cyberspace environment, in accordance with the capability manager’s operating intent. 2. Assessing Cyberworthiness takes into consideration output from security assessments of enabling systems, the intended operating context, and any mitigation measures to be applied. The aim of Cyberworthiness is to ensure a capability is fit for purpose by assuring the confidentiality, integrity and availability of the systems required for survivability in a contested cyber environment. |
| 1. Dangerous Goods | 1. (Core) | 1. has the meaning given in the *Australian Code for the Transport of Dangerous Goods by Road and Rail*(extant edition and as amended from time to time). |
| 1. Data Management System | 1. (Core) | 1. means the Contractor’s system for providing on-line access to DMS Contract Data in accordance with clause 2.3 of the SOW. |
| 1. day | 1. (Core) | 1. means a calendar day. |
| 1. Default |  | 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. Defect | 1. (Core) | 1. means:    1. in respect of a Product or Deliverable, any fault, defect, damage, omission or deficiency in design, materials, workmanship or quality (other than fair wear and tear), which:       1. results in the Product or Deliverable not conforming to a requirement of this Contract or applicable legislation or recognised standards of practice; or       2. renders the Product or Deliverable unfit for its intended use; and    2. in respect of any other Service, the provision of the Service otherwise than in accordance with this Contract, applicable legislation or recognised standards of practice. |
| 1. Defence | 1. (Core) | 1. means the Department of Defence and/or the Australian Defence Force. |
| 1. Defence Cyberworthiness System | 1. (Optional) | 1. means the framework provisioned by Chief of Joint Capability (CJC) as the ADF Cyberworthiness Authority, for the purposes of ensuring that Capability Managers understand and manage their risks to achieve Cyberworthiness outcomes. It complements the process and directives within existing frameworks, including seaworthiness, land worthiness and airworthiness. |
| 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 a 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-Required Australian Industrial Capability or DRAIC | 1. (Optional) | 1. means an Industrial Capability provided by one or more Australian Entities that provides specific outcomes required by Defence, and described in Attachment F. A DRAIC is a combination of DRAIC Elements that can be:    1. organised and operated to provide the required outcome; and    2. applicable to the acquisition and/or the sustainment of a materiel system. |
| 1. Defence Service Provider | 1. (Core) | 1. means a person, other than Defence Personnel, involved in Defence work or engaged by Defence. |
| 1. Defence Supply Chain | 1. (Optional) | 1. means that portion of the overall supply chain for a Stock Item in which one or more Defence agencies are involved in the Supply actions (eg, receipting, storage and delivery) for that Stock Item. |
| 1. Defined Contract Value | 1. (Core) | 1. means the sum of the Mobilisation Payment (if applicable), Milestone Payments and the Recurring Services Fee for the Term. |
| 1. Deliverable(s) | 1. (Core) | 1. means any service, information (including Technical Data and Contract Material), document (including report, manuals, designs, drawings and the like), hardware, Software or other thing which is, or is required by the Contract to be, delivered or provided by the Contractor or its agents to the Commonwealth or its agents in the course of the performance of the Services. |
| 1. Delivery Schedule | 1. (Core) | 1. means Attachment C to the Contract. |
| 1. Demand | 1. (Optional) | 1. means a request for the supply of a Stock Item from the Commonwealth to the Contractor or from the Contractor to the Commonwealth, made by the person authorised to do so for the Commonwealth or the Contractor, as the case may be. |
| 1. Design Support Network | 1. (Optional) | 1. see Technical Support Network. |
| 1. Detailed Sovereign Defence Industrial Priority | 1. (Optional) | 1. means a detailed description of how an SDIP is to be delivered to support Defence capabilities. Detailed SDIPs include information needed by all levels of the supply chain, to consistently and continuously guide and grow the sovereign defence industrial base, aligned to Defence’s needs. |
| 1. Deviation | 1. (Core) | 1. means written authorisation to depart from the originally specified requirements for a Product. An Application for a Deviation is submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following:    1. test requirement;    2. process requirement;    3. material requirement; and    4. quality system requirement. |
| 1. Digitally Enabled Systems and Equipment or DESE | 1. (Core) | Note to drafters: Amend the following clause to suit the cyber requirements of the Contract. This definition acts to scope the cyber requirements (eg, for the purposes of cyber supply chain analyses).   1. means those systems and items of equipment that are categorised as Information and Communications Technology (ICT) Equipment, Operational Technology (OT) Equipment, or internet of things devices (ie, devices that connect together via the internet). |
| 1. Disposal | 1. (Optional) | 1. means a process used by the Contractor to dispose of Commonwealth Stock Items and Non-Stock Items. |
| 1. Dispute | 1. (Core) | 1. means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any dispute or difference as to the formation, validity, existence or termination of this Contract. |
| 1. Distribution | 1. (Optional) | 1. means the management process and physical functions associated with the movement of Items between pick up and delivery points. |
| 1. Distribution System | 1. (Optional) | 1. means the Defence Distribution System available for use by the Contractor, principally through the Defence Warehousing and Distribution (DW&D) contract. |
| 1. DMS Contract Data | 1. (Optional) | 1. means the data for which on line access is provided to the Commonwealth through the DMS in accordance with clause 2.3 of the SOW. |
| 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. DRAIC Element | 1. (Optional) | 1. means a component element of a DRAIC, and includes, as separate DRAIC Elements, infrastructure, hardware, Software, materiel, facilities, personnel, ICT, processes, and Technical Data. |
| 1. Employee | 1. (Core) | 1. means an employee 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. Engineering Change Proposal | 1. (Core) | 1. means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, to vary the specific requirements of an article, either delivered or to be delivered, which will require revision of any of the following:    1. the Configuration Baseline;    2. the engineering drawings; and    3. any document referenced from the documents identified in either subclause a or b. |
| 1. Engineering Information System | 1. (Core) | 1. means the Contractor's system, as required under clause 6.2.2 of DSD-ENG-SERV, which is used and generated by the engineering processes to provide access to the relevant technical information, decisions and rationale that describe the current state of engineering activities and associated approvals. The EIS includes information produced by the Contractor and Approved Subcontractors. |
| 1. Engineering Services | 1. (Core) | 1. means those Services associated with performing activities of an engineering nature, including design management, technical integrity management, Configuration Management and Software support, as well as the management of these engineering activities. |
| 1. Engineering Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes and Technical Data needed to enable Engineering Services to be competently provided for the Materiel System throughout its life. |
| 1. Environment | 1. (Optional) | 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. Environmental Harm | 1. (Optional) | 1. means any actual or threatened adverse impact on, or damage to, the Environment. |
| 1. Environmental Incident | 1. (Optional) | 1. means any Environmental Harm or Contamination caused by or in relation to the Contractor’s activities. |
| 1. Environmental Management System | 1. (Core) | 1. has the meaning given to that term in AS/NZS ISO 14001:2004. |
| 1. Essential AIC Obligations | 1. (Core) | 1. means each of the obligations set out in clause 4.2 of the COC. |
| 1. Event Performance Rating | 1. Optional) | 1. has the meaning contemplated by clause 2.4.2b of Attachment P. |
| 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; or    4. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels. |
| 1. Excess Capacity | 1. (Optional) | 1. means the extent to which the potential capacity of the GFM, GFS, GFF and MRU exceeds the capacity of the GFM, GFS, GFF and MRU required to be used by the Contractor to provide the Services. |
| 1. Excluded Parties | 1. (Core) | 1. means the parties identified as such in Annex E to the TDSR Schedule. |
| 1. Excluded Services | 1. (Core) | 1. means the Services (if any) specified in Annex B to Attachment B, in relation to pass-through costs, including Technical Data, Software and Contract Material, required to be provided under the Contract in relation to those Services. |
| 1. Excluded Services Fee | 1. (Core) | 1. means in respect of a given period, the amount specified in Annex B to Attachment B as the Excluded Services Fee for that period. |
| 1. Exigency | 1. (Optional) | 1. means the provision of support for a period of up to two months in any six month period, with no less than two weeks’ notice, and for up to 150% of the average monthly ROE. Exigency is an element of Surge.   Note to drafters: The drafter should amend the parameters above to suit Contract needs. More than one Exigency period (eg, exercise) may be identified. |
| 1. Export Approval | 1. (Core) | 1. means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the performance of the Contract, including the provision and use of the Services. |
| 1. Extension Notice | 1. (Optional) | 1. has the meaning given in clause 1.9 of the COC. |
| 1. Facilities | 1. (Core) | 1. means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated machinery, plant and utilities for the operating, engineering, Maintenance, supply, Training, and administrative elements of a Materiel System. |
| 1. Facilities Condition Report | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. In relation to a GFF Licensed Area, means the report at Appendix 3 of the relevant annex to Attachment O. |
| 1. Failure | 1. (Core) | 1. means the inability of a system or component to perform its required functions within specified performance requirements. |
| 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,    3. and includes open source Software, public domain Software, shareware, community source Software and freeware. |
| 1. Freight Distribution Centre | 1. (Optional) | 1. means the Defence or Defence-managed organisation (including contractors) in a particular location that is responsible for receiving, storing (if required), documenting and dispatching Defence freight to customer organisations in accordance with priorities assigned by the Commonwealth Representative. |
| 1. Full-Time Equivalent or FTE | 1. (Optional) | 1. means the equivalent of one person employed in a defined staff position on a full time basis, allowing for associated employment agreement obligations and entitlements. |
| 1. Functional Baseline | 1. (Core) | 1. means the current Approved documentation for a system or top level CI, which describes the functional, performance, interoperability, and interface characteristics and the Verification required to demonstrate the achievement of those specified characteristics. |
| 1. General Interest Charge | 1. (Core) | 1. means the Australian Taxation Office sourced rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) expressed as a decimal rate per day*.* |
| 1. GFF Common Area | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means an area of a GFF Licensed Area or the Commonwealth Premises in which the GFF is located, identified in the plans in Appendix 1 of the relevant annex to Attachment O as a GFF Common Area. |
| 1. GFF Delay Event | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means any of the following:    1. the Commonwealth excludes the Contractor or Contractor Personnel from the GFF (or a substantial part of it) other than as reasonably necessary for the normal operation and maintenance of the Commonwealth Premises in which the GFF is located;    2. the Commonwealth requires the Contractor to relocate from the GFF to another location;    3. the GFF Licence is terminated by the Commonwealth; and    4. the Contractor cannot exercise (or fully exercise) a right granted under the GFF Licence due to a Commonwealth Default or a breach of a general law duty or an applicable law by an Unrelated Party, 2. other than as a result of a Contractor Default or an Excepted Risk. |
| 1. GFF Licence | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the licence granted by clause 3.7 of the COC. |
| 1. GFF Licence Application Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licensed Area, means the date specified in the annex to Attachment O for that GFF Licensed Area as the date on which the GFF Licence applies to the GFF Licensed Area. |
| 1. GFF Licence Commencement Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence for a GFF Licensed Area, means the date specified in the relevant annex to Attachment O as the date on which the GFF Licence applies to that GFF Licensed Area,. |
| 1. GFF Licence Expiry Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence for a GFF Licensed Area, means the date specified in the relevant annex to Attachment O as the date on which the GFF Licence ceases to apply to that GFF Licensed Area. |
| 1. GFF Licence Term | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licence, means the period determined in accordance with clause 1.1 of Attachment O. |
| 1. GFF Licensed Area | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licence, means the area forming part of a Commonwealth Premises and identified as such in Appendix 1 of the relevant annex to Attachment O, including all buildings in that area and all Licensed Fittings in that area or those buildings. |
| 1. GFF Permitted Purpose | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means any of the following:    1. the purpose of performing the Contractor's obligations under and in connection with the Contract; and    2. if the Commonwealth Representative consents in writing to the use of a GFF Licensed Area for a purpose under or in connection with another contract to which the Commonwealth is a party, the other purpose. |
| 1. Goods and Services Tax | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Governing Security Documents | 1. (Optional) | Note to drafters: Amend the following definition to suit the security requirements of the Contract. This definition is critical to the successful operation of the security provisions of the SOW, and particular attention is drawn to clause 4.6.7 of the SOW. Do not include commercial standards within this definition. Be aware that many of the Defence EMSEC documents (eg, the ACSIs) are classified and have releasability constraints. ACSI-61D and ACSI-71D, for example, are only available on the DSN.   1. means the following documents applicable to the security provisions of the SOW:    1. the Protective Security Policy Framework (PSPF);    2. the Australian Government Information Security Manual (ISM);    3. the Defence Security Principles Framework (DSPF);    4. the Essential Eight Maturity Model (E8MM);    5. the Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC;  |  | | --- | | Option: Include this option (amended as required) if EMSEC is applicable to the scope of system security.   * 1. the applicable Australian Communications Security Instructions (ACSIs) identified at Annex A to the SOW or in the Approved Emanation Security Control Plan (ESCP);   2. Project EMSEC Threat Assessment (ETA) and Project TEMPEST Requirements Statement (TRS); and |  * 1. [INSERT OTHER APPLICABLE DEFENCE SECURITY DOCUMENTS]. |
| 1. Government Agency | 1. (Core) | 1. means a person or body performing governmental functions, including any of the following:    1. a body politic;    2. a government or government department or other body;    3. a governmental, semi-governmental or judicial person; and    4. a person (whether autonomous or not) charged with the administration of a law. |
| 1. Government Furnished Data or GFD | 1. (Optional) | 1. means the data identified as ‘Government Furnished Data’ in:    1. Annex A to Attachment E; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Equipment or GFE | 1. (Optional) | 1. means the equipment identified as ‘Government Furnished Equipment’ in:    1. Annex A to Attachment E; or    2. the GFE section of an S&Q Order. |
| 1. Government Furnished Facilities or GFF | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means:    1. the GFF Licensed Area(s) identified in Attachment O; or    2. the GFF section of an S&Q Order. |
| 1. Government Furnished Information or GFI | 1. (Optional) | 1. means the information identified as ‘Government Furnished Information’ in:    1. Annex A to Attachment E; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Material or GFM | 1. (Optional) | 1. is the collective name for the GFE, GFD and GFI and any other material identified by the Commonwealth as GFM in Annex A to Attachment E. |
| 1. Government Furnished Services or GFS | 1. (Optional) | 1. means the services identified as ‘Government Furnished Services’ in:    1. Annex B to Attachment E; or    2. the GFS section of an S&Q Order. |
| 1. GST Act | 1. (Core) | 1. means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated taxation legislation. |
| 1. GST Group | (Optional) | 1. means a GST group formed in accordance with Division 48 of the GST Act. |
| 1. Guarantor |  | 1. means the guarantor (if any) specified in the Deed of Guarantee and Indemnity, as identified in Item 9 of the Contract Details. |
| 1. Hazardous Chemical | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Highly Sensitive Software | 1. (Core) | 1. means Software specified in Annex A to the TDSR Schedule. |
| 1. Highly Sensitive TD | 1. (Core) | 1. means TD specified in Annex A to the TDSR Schedule. |
| 1. Information and Communications Technology Equipment or ICT Equipment | 1. (Optional) | 1. means any device that can process, store or communicate data electronically in a digital form, such as computers, multifunction devices, network devices, smartphones, digital cameras, electronic storage media, smart devices and other radio devices. |
| 1. ICT System | 1. (Optional) | 1. means a set of Software or combined hardware and Software Products whose primary function is to acquire, process, store, and disseminate information, and which is identified as an ICT System in Annex A to the SOW. |
| 1. Imported Contract Expenditure or ICE | 1. (Core) | 1. has the meaning given in clause 2.3 of the ACE Measurement Rules. |
| 1. Independent AIC Audit Program | 1. (Core) | 1. means the Commonwealth’s Independent AIC Audit Program for auditing compliance with the AIC Obligations and AIC Subcontractor Obligations. |
| 1. Indigenous Enterprise | 1. (Optional) | 1. means an organisation, operating a business, that is 50 per cent or more Indigenous owned. It may take the form of a company, incorporated association or trust. A social enterprise or registered charity may also be an Indigenous enterprise if it is operating a business. 2. Supply Nation ([www.supplynation.org.au](http://www.supplynation.org.au)) maintains a list of Indigenous Enterprises that meet this definition. |
| 1. Industrial Capability | 1. (Core) | 1. means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial capability is one that is not only able to provide the goods and services when needed, but it is also sustainable over the period that the industrial capability may be required. ‘Industrial Capabilities’ has a corresponding meaning. |
| 1. Initial Term | 1. (Core) | 1. has the meaning given in the Details Schedule. |
| 1. Innovation / Efficiency or IE | 1. (Core) | 1. means any means by which the Contractor enables:    1. Defence’s Total Cost of Ownership for the Capability and/or the total cost of ownership for Other Capabilities to be reduced;    2. the Capability to be enhanced to address technology evolution, technology insertion and changing operational imperatives and threats (as advised by the Commonwealth); and    3. the AIC Objectives to be enhanced, 2. while ensuring that Outcomes are achieved. Such means may include one or more of the following:    1. any means by which the Contractor is able to more efficiently, cost effectively, or professionally perform any or all of the Services;    2. enhancements to the Products Being Supported;    3. changes to the responsibilities of, and the modes of interaction between, any of the parties involved in the operation and support of the Products Being Supported, including both within and between the Commonwealth, Contractor and Subcontractors;    4. changes to the modes of operation and support for the Capability or related capabilities (or both), including through repatriation to Australia or New Zealand of services, which are currently being provided by overseas entities, to enhance Sovereignty;    5. enhancements to wider Defence or other Commonwealth capability arrangements (eg, requirements bundling);    6. obtaining cost reductions to be passed on to the Commonwealth (eg, through implementing Subcontractor arrangements that assist with reducing support costs); and    7. any other identified opportunities. 3. ‘Innovations / Efficiencies’ has a corresponding meaning. |
| 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 the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth));    5. the 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 | 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. Internal System Review | 1. (Core) | 1. means a System Review, other than a Mandated System Review, that the Contractor or a Subcontractor conducts as part of the program of activities for the Contract. |
| 1. Issue | 1. (Core) | 1. means a concern or action whose progress needs to be monitored, but which is technically not a risk because it does not represent any cost or schedule threat to the Contract at this point in time. Typical issues include action items from meetings, corrective actions, and concerns or actions arising from correspondence, metrics collection and analysis, deviation from progress against plans, and reviews of process application. |
| 1. Issue Register | 1. (Core) | 1. means the log used by the Contractor for recording each Issue and the associated actions. |
| 1. Item | 1. (Core) | 1. means a general term used to denote any element of the Support System. |
| 1. Justification | 1. (Core) | 1. means the determination and authorisation of a stocking level at a particular Commonwealth or Contractor location. |
| 1. Key Commercial Item | 1. (Core) | 1. means:    1. a Commercial Item listed (or required to be listed) in Annex C to the TDSR Schedule; or    2. a Commercial Item described as a Key Commercial Item in an S&Q Order. |
| 1. Key Performance Indicator | 1. (Core) | 1. means a Performance Measure specified in Annex A to Attachment P as a KPI, being a measure that is used to determine the Contractor's entitlement to Performance Payments under Annex C to Attachment B. |
| 1. Key Person | 1. (Optional) | 1. means a person filling a Key Staff Position. |
| 1. Key Requirement | 1. (Optional) | 1. means each obligation or requirement described as such in Attachment D. |
| 1. Key Staff Position | 1. (Optional) | 1. means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the Contract, as identified in accordance with clause 9.1 of the SOW. |
| 1. Latent Defect | 1. (Core) | 1. means a Defect that:    1. was not discoverable by reasonable care or inspection before Acceptance of the Products, Deliverables or Services ; and    2. other than in relation to Software, falls outside the incidence of random Failures to be expected of Products, Deliverables or Services of the relevant kind. |
| 1. LD Amount | 1. (Optional) | 1. means an amount specified in, or calculated in accordance with, Attachment D as the LD Amount for the Key Requirement. |
| 1. Lead Time | 1. (Core) | 1. means the time it will take (in days) for the Contractor to deliver the goods or items to the place nominated in the Contract. |
| 1. Licence | 1. (Core) | 1. means a non-exclusive licence of IP in respect of TD, Software or 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 upon 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 TD, Software or Contract Material. |
| 1. Licensed Fittings | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the following items in a GFF Licensed Area:    1. fixed internal partitioning and panelling;    2. floor coverings, window blinds and awnings;    3. cabling and connection points of any installed telecommunication systems;    4. lines, conduits, connections, taps, outlets, controls and regulatory and safety devices of any reticulated electricity, gas or water supply;    5. sinks and basins,    6. fire sprinkler systems;    7. light, heating and air-conditioning fittings;    8. installed warning or alarm systems;    9. signage supporting the function or the intended function of the GFF;    10. hoses and compressor units;    11. other fixed plant and equipment (not being GFE), including that listed in an appendix to an annex to Attachment O; and    12. any other items made available in a GFF Licensed Area by the Commonwealth for the Contractor’s use, 2. and any items that replace those while the GFF Licence is in force, but does not include items that are GFE.   Note to drafters: This list should be reviewed and updated depending on the actual licensed fittings. If a fitting which is being licensed does not appear on the list above, you will need to include it. Conversely, if an item is listed as being a 'licensed fitting' above, but is not being licensed to the Contractor, it should be deleted from the list above. |
| 1. Life Cycle Cost | 1. (Core) | 1. means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Products Being Supported under the Contract over the LOT of the Mission System. The LCC includes all costs associated with acquisition, in-service operations, logistics support and disposal. |
| 1. Life of Type | 1. (Core) | 1. means the period in which the Commonwealth will use an item of equipment or Defence capability. The Commonwealth may vary this period from time to time at its discretion including based on strategic or operational requirements. |
| 1. Local Business | 1. (Core) | Note to tenderers: The definition of Local Business for any resultant Contract will be based on the successful tenderer’s response to Annex H to Attachment A to the Conditions of Tender.   1. means […INSERT DEFINITION…]. |
| 1. Loss | 1. (Core) | 1. means any liability, loss (including economic loss), damage, compensation, costs and expenses. |
| 1. Maintenance | 1. (Core) | 1. means all actions taken to retain material in, or restore it to, a specified condition or to restore it to serviceability; and ‘Maintain’ has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance.   Note: The terms Adaptive Maintenance and Perfective Maintenance are not considered subcategories of Maintenance. These terms are used in commercial Software standards and are used for consistency with these standards, but are considered to be part of Engineering Services. |
| 1. Maintenance Management System | 1. (Core) | 1. means the logistic information management system that is used for managing the provision and performance of Maintenance Services. There may be more than one Maintenance Management System used under the Contract (eg Commonwealth-provided system and Contractor system). |
| 1. Maintenance Requirements Determination | 1. (Optional) | 1. means the systematic application of a number of processes (eg failure mode, effects and criticality analysis; and reliability centred maintenance) that are used to develop maintenance requirements for a Product. |
| 1. Maintenance Services | 1. (Core) | 1. means those Services associated with performing Maintenance, including the management of Maintenance activities. |
| 1. Maintenance Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Maintenance Services to be competently provided for the Materiel System throughout its life. |
| 1. Major Change | 1. (Core) | Note to drafters: Prior to RFT release amend this definition to suit the requirements of the Contract, particularly in relation to the Products Being Supported.   1. means an engineering change that:    1. contains an engineering design for which the impact assessment is classified as significant in relation to the technical risk introduced by the implementation of the design;    2. affects the FBL of the Mission System(s) and/or of an item of Commonwealth-owned equipment;    3. affects the payments to be provided under the Contract;    4. affects any Key Performance Indicators (KPIs) included in the Contract;    5. results in significant retrofit action, particularly in relation to installed systems;    6. with respect to Software, any change that involves Adaptive Maintenance or Perfective Maintenance (but, for clarity, not Corrective Maintenance, except where otherwise may be determined in accordance with paragraphs a or g);    7. affects requirements (other than the Functional Baseline) and/or the design, and the Commonwealth considers the change has a significant impact upon one or more of the following:       1. the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability;       2. the ability to meet schedule requirements (eg, for a ship availability);       3. Government Furnished Equipment (GFE);       4. Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support Software, spares, trainers or training devices, equipment or Software;       5. the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes;       6. interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies;       7. sources of CIs or Repairable Items at any level defined by source-control drawings; and       8. skills, personnel numbers, training, biomedical factors or human-engineering design. |
| 1. Malware | 1. (Core) | 1. means Software or Source Code the intent or effect of which is malicious (ie, Software that may appear to be dormant or perform a useful or desirable function, but that actually gains unauthorised access to system resources or induces the user to execute other malicious logic). Malware is a generic term for a number of different types of malicious code including adware, spyware, bots, ransomware, rootkits, trojans, viruses and worms. |
| 1. Mandated System Review | 1. (Optional) | 1. means a System Review that is mandated in the Contract. |
| 1. Materiel Safety | 1. (Core) | 1. means that the Materiel Systems, including elements thereof, are, so far as is reasonably practicable, without risks to the health and safety of persons who:    1. use those Materiel Systems or elements for a purpose for which they were designed and manufactured;    2. handle those Materiel Systems or elements;    3. store those Materiel Systems or elements;    4. construct those Materiel Systems or elements;    5. carry out any reasonably foreseeable activity in relation to the manufacture, assembly or use of the Materiel Systems or elements or proper storage decommissioning, or disposal (eg, inspection, operation, cleaning, Maintenance or repair of Materiel Systems or elements); and    6. are at or in the vicinity of a workplace and who are exposed to Materiel Systems or elements at that workplace or whose health or safety is affected by any activity referred to in sub-paragraph (a) to (e) above. |
| 1. Materiel System | 1. (Core) | 1. means the Mission System(s) combined with the Support System. |
| 1. Maximum Probable Loss | 1. (Core) | 1. means the financial consequence (to the Commonwealth and to any third party) of a risk event occurring after taking into account any risk treatments that mitigate consequence – it is NOT discounted by the likelihood of it occurring. |
| 1. Members Required in Uniform | 1. (Optional) | 1. means the ADF members specified at Attachment R. |
| 1. Milestone | 1. (Core) | 1. means an event specified as a Milestone in Attachment C. |
| 1. Milestone Date | 1. (Core) | 1. in relation to a Milestone, means the date for achievement of the Milestone as set out in Attachment C. |
| 1. Milestone Payment | 1. (Core) | 1. in relation to a Milestone, means the amount set out in Annex A to Attachment B in respect of the Milestone. |
| 1. Minor Change | 1. (Core) | Note to drafters: If this definition is required, amend it prior to RFT release to suit the requirements of the Contract, particularly in relation to the Products at Annex A to the SOW.   1. means an engineering change that does not meet the criteria for a Major Change and that:    1. changes a Baseline;    2. substitutes a component with one that is built to the same build standard; or    3. amends TD, and the amendments have no technical impact on the supported materiel’s form, fit, function, physical performance, logistic or maintenance support arrangements, and include amendments such as:       1. typographic errors;       2. grammatical errors;       3. misspellings;       4. incorrect page numbering;       5. incorrect nomenclature; and       6. incorrect contact information. |
| 1. Mission Critical Capabilities | 1. (Optional) | Note to drafters: Amend the following definition, as required, to support the classification of the severity of Failures (eg, see DSD-OPS-HLPDSK). In more complex situations, it may be more appropriate to create a table or indented structure identifying Mission Critical Capabilities for each group of Products Being Supported.   1. means those functions that:    1. [DRAFTER TO INSERT]; and    2. [DRAFTER TO INSERT]. 2. A Mission Critical Capability means one, all, or any of the identified functions, as the case requires. |
| Mission System | (Core) | 1. means a Product designated as a Mission System in Annex A to the SOW. |
| 1. Mobilisation Payment | 1. (RFT Core) | 1. means the payment identified as a Mobilisation Payment in Attachment B. |
| 1. Modification Order | 1. (Optional) | 1. means the documentation that provides the means by which an approved configuration change resulting from an ECP process is incorporated into a Product. |
| 1. month | 1. (Core) | 1. means a calendar month. |
| 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; and    3. a right of integrity of authorship. |
| 1. MRU Credit Rate | 1. (Optional) | 1. means the rates for calculating MRU credits as set out in Table 2 of Attachment R. |
| 1. Non Mission Critical Capabilities | 1. (Optional) | 1. means those functions that are not classified as Mission Critical Capabilities. |
| 1. Non-Repairable Item | 1. (Core) | 1. means a Stock Item which is consumed in normal use; loses its original identity during periods of use by being incorporated into or attachment upon another assembly; or as a result of wear and tear, cannot be reconditioned because its design does not make it possible or its actual value does not justify reconditioning. |
| 1. Non-Standard Repairs | 1. (Optional) | 1. means repairs that are not documented in approved maintenance publications or instructions. |
| 1. Non-Stock Item | 1. (Core) | 1. means all Items which are not Stock Items, and can include Software, Technical Data or Facilities. |
| 1. Not-To-Exceed | 1. (Core) | 1. means a price (inclusive of any extra fees) that shall not be exceeded for the provision and completion of a Service, a Deliverable or of an approved work activity. |
| 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. Objective Evidence | 1. (Core) | 1. means specified documentary evidence required to validate an item for a specific application. |
| 1. Obsolescence | 1. (Core) | 1. means the process of becoming out-of-date or superseded. Obsolescence can affect all equipment, Software, tools, processes, Technical Data and other support elements. |
| 1. Obsolescent | 1. (Core) | 1. means, for a hardware Item, that the Item is subject to an announced end of production date; and, for a Software Item, that the Item is subject to an announced end of support date. |
| 1. Obsolescent Item | 1. (Core) | 1. means the status of a Stock Item or of an equipment system, which indicates that it is no longer to be provisioned although it may remain in use until worn out or declared an Obsolete Item. |
| 1. Obsolete | 1. (Core) | 1. means, for a hardware Item, that the Item is no longer in production by the manufacturer; and, for a Software Item, that the Item is no longer supported. |
| 1. Obsolete Item | 1. (Core) | 1. means the status of a Stock Item or of an equipment system, which indicates that it will not be purchased or issued in the future, as the Stock Item is no longer required and is not to be used. |
| 1. Off Ramp Date | 1. (Optional) | Note to drafters: Include the following if Option A or C is selected at clause 1.9 of the COC.   1. means the date that is **[INSERT OFF RAMP PERIOD IN YEARS E.G. TWO YEARS]** before the end of the current Term, or such other date as is determined in accordance with the Contract. |
| 1. Open Book Basis | 1. (Optional) | 1. means the provision of any pricing, costing and other information on an open book basis, to enable an assessment of actual costs and profit margins, cost savings, including a breakdown of all relevant preliminaries, insurances, labour, equipment, materials, Subcontract costs, margins and discount rates used to calculate net present values in a clear and transparent manner to allow the Commonwealth to understand fully the basis upon which the Contractor is being, or seeking to be, paid. |
| 1. Operating Expenses | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. This list should be reviewed and amended to ensure completeness and accuracy.   1. means the total of all costs, charges, fees, expenses, Taxes and other outgoings paid or payable, charged or chargeable, assessed or assessable upon or otherwise incurred by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located or in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the Commonwealth Premises in which the GFF is located and not otherwise recouped by the Commonwealth under the GFF Licence, including all of the following:    1. all amounts paid or payable to any Government Agency in respect of the Commonwealth Premises in which the GFF is located (not including a GFF Licence fee, if any);    2. all insurance premiums payable in respect of the insurances effected by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located against risks referable to the Commonwealth Premises in which the GFF is located or to the Commonwealth in relation to the Commonwealth’s ownership or interest in the Commonwealth Premises in which the GFF is located;    3. amounts incurred in respect of the maintenance, operation, renovation, repair, upgrade and upkeep of the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located from which the Contractor derives no benefit from a right of access);    4. amounts incurred in respect of cleaning, lighting, maintaining and servicing common areas;    5. amounts incurred in respect of caretaking, security and other expenses associated with facilities provided on or from the Commonwealth Premises in which the GFF is located;    6. amounts incurred in respect of control and security (including fees payable to the Commonwealth’s security contractors, car parking attendants and traffic supervisors) in connection with the Commonwealth Premises in which the GFF is located (including amounts incurred in respect of salaries and wages, labour on costs and accident compensation insurance premiums);    7. amounts incurred in respect of maintenance, repair and testing of firefighting and protection equipment (including sprinkler installations, hydrants, fire extinguishers, smoke detectors and other firefighting equipment) installed by the Commonwealth on the Commonwealth Premises in which the GFF is located, including amounts paid or payable to a Government in respect of the supply, maintenance, servicing and monitoring of fire alarms;    8. amounts incurred in respect of any other services (including IT services) provided in respect of the Commonwealth Premises in which the GFF is located, including:       1. amounts payable to specialist contractors;       2. wages paid to permanent staff employed; and       3. the cost of materials used by the Commonwealth, in connection with those services;    9. amounts that the Commonwealth incurs in respect of the management and supervision of the Commonwealth Premises in which the GFF is located and arrangements for use or occupation of or access to the Commonwealth Premises in which the GFF is located;    10. amounts incurred in complying with any requirement of a Government Agency in relation to the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located, to which there is no access or use by the public or the Contractor) but excluding requirements which are the responsibility of a particular tenant, licensee or occupier of the Commonwealth Premises in which the GFF is located; and    11. any other expenditure reasonably and properly incurred by the Commonwealth in the operation and maintenance of the Commonwealth Premises in which the GFF is located, 2. but excluding any of the following:    1. costs of capital repairs (provided these are not needed because of Contractor Default);    2. amounts that the Commonwealth is not permitted by law to recover from the Contractor;    3. amounts of GST in respect of the GFF Licence; and    4. any other amounts payable or to be borne by the Contractor under Attachment O. |
| 1. Operating Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable the Mission System to be competently operated throughout its life. |
| 1. Operating Support Services | 1. (Core) | 1. means those Services associated with:    1. operating a Mission System;    2. performing activities that directly enable the operation of the Mission System (eg refuelling, fire-fighting and ordnance loading); and    3. managing Operating Support activities, 2. but excludes Maintenance at the operational level of the Mission System and the provision of the associated Supply Services. |
| 1. Operational Technology Equipment or OT Equipment | 1. (Optional) | 1. means the programmable components of a system (hardware and/or software) that detect or cause a change through the direct monitoring and/or control of physical devices, processes or events. These components interact with the physical environment or manage devices that interact with the physical environment. 2. Embedded systems are also included in the sphere of operational technology (eg, smart instrumentation), along with a large subset of scientific data acquisition, control, and computing devices. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology. An OT device could be as small as the engine control unit (ECU) of a car or as large as the distributed control network for a national electricity grid. |
| 1. Operative Date | 1. (Core) | 1. means the date specified in a notice under clause 1.5.4 or 1.5.5b of the COC. |
| 1. Other Capabilities | 1. (Core) | 1. means Capabilities that are provided and maintained by the Commonwealth and/or by third parties under separate contractual arrangements with the Commonwealth, and which interoperate and/or integrate with the Products Being Supported. |
| 1. Other Performance Measure | 1. (Core) | 1. means a Performance Measure listed in Attachment Q or an applicable document in accordance with clause 1.3 of Attachment Q, which is used to obtain information that is relevant to the management of the Contract or supported Products, but which is not a KPI. |
| 1. Outcome | 1. (Core) | 1. means the desired resultant effect on a Defence Capability that is an objective of, and enabled through, the Services provided by the Contract as specified in Annex A to Attachment P. |
| 1. Ozone Depleting Substance | 1. (Core) | 1. means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act. |
| 1. Packaging | 1. (Core) | 1. means the wrapping, container, cushioning materials and palletisation materials, as required, in which an Item is delivered, handled, stored or distributed until required for use or to be disposed of. |
| 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, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates. |
| 1. Perfective Maintenance | 1. (Optional) | 1. means the modification of a Software Product after delivery to improve performance or maintainability. |
| 1. Performance Band | 1. (Core) | 1. means any or all of Performance Band A, Performance Band B, Performance Band C and Performance Band D, as applicable. |
| 1. Performance Band A | 1. (Core) | 1. has the same meaning as in Attachment P. |
| 1. Performance Band B | 1. (Core) | 1. has the same meaning as in Attachment P. |
| 1. Performance Band C | 1. (Core) | 1. has the same meaning as in Attachment P. |
| 1. Performance Band D | 1. (Core) | 1. has the same meaning as in Attachment P. |
| 1. Performance Event | 1. (Core) | 1. means an event or circumstance which prevents the Contractor from complying with clauses 6.1.1d or e of the COC. |
| 1. Performance Implementation Period | 1. (Core) | 1. means the period defined in Annex C to Attachment B and in Attachment P, being the period during which the performance assessment processes are introduced in one or more stages. |
| 1. Performance Incentive | 1. (Optional) | 1. for a KPI for a Review Period, means the amount determined in accordance with clause 3.3 of Annex C to Attachment B in respect of the Contractor's performance against that KPI in that Review Period. The Performance Incentive is a part of the Performance Payment. |
| 1. Performance Measure | 1. (Core) | 1. means a unit or standard of measurement pertaining to a particular Service, action or deed, measured either from the process itself or the impact on the resultant outcomes. |
| 1. Performance Payment | 1. (Core) | 1. for a KPI for a Review Period, means the amount determined in accordance with clause 3 of Annex C to Attachment B as the Performance Payment payable in respect of the Contractor's performance against that KPI in that Review Period. |
| 1. Performance Relief | 1. (Core) | 1. means relief from compliance with clauses 6.1.1d and e of the COC for a period specified by the Commonwealth, including agreement by the Commonwealth Representative to allow a value that is different to the measured value to be used when calculating the Adjusted Performance Score for a KPI for a Review Period. |
| 1. Periodic Cost Review | 1. (Optional) | 1. means a review held in accordance with clause 3.4.6 of the SOW and clause 1.11 of the COC. |
| 1. Periodic Performance Review | 1. (Core) | 1. means a review held in accordance with clauses 3.4.1, 3.4.2, 3.4.4 and 3.4.5 of the SOW and the Approved SSMP. Periodic Performance Reviews include CPRs, Performance Assessment Reviews (unless specified as an ad hoc meeting), Combined Services Performance Reviews and individual Services performance reviews, as specified in the Contract. |
| 1. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). |
| 1. Personnel | 1. (Core) | 1. means all staff involved in the operation and support of the Products Being Supported, including Commonwealth Personnel, Contractor Personnel and Subcontractor Personnel. |
| 1. Prescribed ACE Percentage | 1. (Core) | 1. means the ACE percentage in respect of the Recurring Services Fees specified in Table 1 of Attachment F in respect of an ACE Measurement Point. |
| 1. Phase In | 1. (Optional) | 1. means the set of activities to be undertaken by the Contractor and Commonwealth, in respect of, and to prepare for, the commencement of the provision of the Services, which culminates in, and concludes on, the achievement of the Operative Date. |
| 1. Phase Out | 1. (Core) | 1. means the set of activities undertaken by the Contractor and Commonwealth in respect of, and to prepare for, the expiry or earlier termination of the Contract or where there is a reduction in scope of the Contract. |
| 1. Postponement | 1. (Core) | 1. means the postponement of a due date for the provision of a Service. |
| 1. Postponement Event | 1. (Core) | 1. means an event or circumstance which prevents the Contractor from complying with clauses 6.1.1 a, b or c of the COC. |
| 1. Pre-Authorised Ad Hoc Service | 1. (Optional) | 1. means an Ad Hoc Service undertaken in accordance with clause 3.16 of the COC. |
| 1. Prescribed Activities | 1. (Core) | 1. means any of the following:    1. the use, handling or storage of:       1. a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth); or       2. Hazardous Chemicals the use of which is restricted under regulation 382 of the *Work Health and Safety Regulations* *2011* (Cth) including polychlorinated biphenyls;    2. unless otherwise agreed by the Commonwealth, the use, handling or storage of Hazardous Chemicals that are defined in the *Work Health and Safety Regulations* *2011* (Cth) as:       1. Schedule 11 Hazardous Chemicals exceeding manifest quantities; or       2. Schedule 15 Chemicals where the applicable State or Territory regulator has determined the storage facility to be a major hazard facility;    3. the use, handling or storage of a Problematic Source;    4. the use, handling or storage of ordnance;    5. high risk work as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth) that requires dedicated work plans;    6. electrical work on energised electrical equipment as contemplated by the *Work Health and Safety Regulations* *2011* (Cth);    7. high risk construction work, demolition work or excavation work, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth);    8. work involving ACM contemplated by subregulation 419(2) of the *Work Health and Safety Regulations* *2011* (Cth);    9. work that requires a confined space entry permit in accordance with *Work Health and Safety Regulations* *2011* (Cth); or    10. remote or isolated work as defined in subregulation 48(3) of the *Work Health and Safety Regulations* *2011* (Cth). |
| 1. Preventive Maintenance | 1. (Core) | 1. means all scheduled Maintenance actions performed to retain the systems in a serviceable condition, to ascertain the condition and correct functioning of the system hardware or Software, and to improve the reliability of the systems by providing systematic inspection, detection, prevention and delaying of known Failure Modes. Preventive Maintenance tasks include:    1. scheduled inspection on-condition tasks;    2. scheduled inspection Failure-finding tasks;    3. scheduled removal rework tasks; and    4. scheduled removal discard tasks. 2. With respect to Software, Preventive Maintenance also means the modification of a Software Product after delivery to detect and correct latent faults in the Software Product before they become effective faults. |
| 1. Privacy Commissioner | 1. (Core) | 1. means any person performing any ‘privacy function’ within the meaning of the *Australian Information Commissioner Act 2010* (Cth). |
| 1. Problematic Source | 1. (Core) | 1. means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Agency. |
| 1. Problematic Substance | 1. (Core) | 1. means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical. |
| 1. Process Audit | 1. (Core) | 1. means a systematic, independent and documented review of a process (a process being a set of interrelated or interacting activities which transforms inputs into outcomes) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the process complies with stated requirements. The review may include any documentation and records associated with the process. |
| 1. Product | 1. (Core) | 1. means any element that forms part of the Capability, including elements of the Mission System(s) (if any) and the Support System. |
| 1. Products Being Supported | 1. (Core) | 1. means the Products identified in Annex A to the SOW together with other Products identified in the SOW, which are required to be supported by the Contractor in performing the Contract and include, where applicable, subordinate components. A ‘Product Being Supported’ has a corresponding meaning. |
| 1. Products Being Supported Restrictions Schedule | 1. (Core) | 1. means Attachment S. |
| 1. Product Audit | 1. (Core) | 1. means a systematic, independent and documented review of a product (a product being the result of a process) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the product complies with stated requirements. The review may include the inspection of the product and analysis of its processes, documentation and records. |
| 1. Product Baseline | 1. (Core) | 1. means the current Approved documentation that describes the configuration of a CI during the production, fielding/deployment and operational support phases of its life cycle. The Product baseline describes all necessary physical or form, fit, and function characteristics of a CI, the selected functional characteristics designated for production Acceptance testing, and the production Acceptance test requirements. |
| 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. PT PCP | 1. (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. means the Commonwealth’s ‘Payment Times Procurement Connected Policy’. |
| 1. PT PCP Policy Team | 1. (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. |
| 1. PT PCP Subcontract | 1. (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. means a Subcontract between a Reporting Entity and another party (**Other Party**) where:    1. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;    2. both parties are carrying on business in Australia; and    3. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) $1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract; 2. but does not include the following Subcontracts:    1. Subcontracts entered into prior to the Reporting Entities’ tender response for the Contract;    2. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or    3. Subcontracts for the purposes of:       1. procuring and consuming goods or services overseas; or       2. procuring real property, including leases and licences. |
| 1. PT PCP Subcontractor | 1. (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract. |
| 1. PTR Act | 1. (Optional) | Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.   1. means the [*Payment Times Reporting Act 2020* (Cth](https://www.legislation.gov.au/Details/C2020A00091)), as amended from time to time, and includes a reference to any subordinate legislation made under the Act. |
| 1. Quality | 1. (Core) | 1. means the degree to which a set of inherent characteristics fulfils requirements. |
| 1. Quality Assurance | 1. (Core) | 1. means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled. |
| 1. Quality Management | 1. (Core) | 1. means coordinated activities to direct and control an organisation with regard to Quality. |
| 1. Quality Management System | 1. (Core) | 1. means the management system implemented by the Contractor in accordance with clause 11.1 of the SOW for the purposes of Quality Management. |
| 1. Ramp Up | 1. (Optional) | 1. means the set of activities that are required in order to increase the Contractor's capability and capacity to provide the Services in accordance with clause 1.13 of the COC. |
| 1. Rate of Effort | 1. (Core) | 1. means the set level of operational activity (or range of operational activities) conducted by the Commonwealth during a period nominated in the Contract and as specified in clause 2.2 of the SOW. |
| 1. Recurring Services | 1. (Core) | 1. means all of the Services, other than any S&Q Services, Pre-Authorised Ad Hoc Services, Task-Priced Services and Phase In Services, required to be provided by the Contractor under the Contract. |
| 1. Recurring Services Fee | 1. (Core) | 1. means, in respect of a given period, the amount determined in accordance with Annex B to Attachment B as the Recurring Services Fee for that period. |
| 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. Related Body Corporate | 1. (Core) | 1. has the meaning given by section 9 of *the Corporations Act 2001* (Cth). |
| 1. Remediation Plan | 1. (Core) | 1. means a plan required by clause 6.12 of the COC. |
| 1. Removed Services | 1. (Core) | 1. has the meaning given in clause 13.6.1 of the COC. |
| 1. Required Delivery Date | 1. (Optional) | 1. means the calendar date specified in a Demand on or by which materiel is required to be delivered. The Required Delivery Date specified on a Demand normally reflects the standard delivery date allocated by MILIS in accordance with the AUSMIMPS priorities, but the standard delivery date may be modified by the demanding unit to reflect operational and/or logistics requirements. |
| 1. Repairable Item | 1. (Core) | 1. means an Item that, when unserviceable, can be reconditioned or economically repaired to a serviceable state for further use. |
| 1. Repairable Item Pipeline | 1. (Core) | 1. means the defined process flow (pipeline) of an RI from being fitted to a parent equipment at an operating unit, through either the Commonwealth or Contractor storage and distribution system, to a repair venue, back into the Commonwealth or Contractor storage and distribution system and ultimately back to an operating unit for fitment to a parent equipment. |
| 1. Reporting Entity | 1. (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.   1. has the meaning given to this term in the PTR Act. |
| 1. Reporting Entity Subcontractor | 1. (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.   1. means any person that:    1. is a Reporting Entity; and    2. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed $4,000,000 (inc GST). 2. ‘Reporting Entity Subcontract’ has a corresponding meaning. |
| 1. Request | 1. (Core) | 1. means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth. |
| 1. Required Performance Level | 1. (Core) | 1. for a KPI, means the minimum level of performance, as measured by the KPI for each Review Period, required to be achieved by the Contractor as specified in Annex A to Attachment P. |
| 1. Requirements Determination | 1. (Core) | 1. means the process which establishes the quantity of Stock to be procured, and comprises the assessment, requirement computation, and procurement determination based on historical use/consumption data. |
| 1. Reserve Stock | 1. (Core) | 1. means the quantities of Stock Items required to be held by the Contractor to service a level of operations over and above that which is contracted for normal operations. |
| 1. Reserve Stockholding Level | 1. (Core) | 1. means the minimum holding of Reserve Stock to be maintained by the Contractor unless otherwise Approved by the Commonwealth Representative. |
| 1. Resident Personnel | 1. (Core) | 1. means the Commonwealth Personnel and Commonwealth engaged contractors and representatives located at the Contractor’s and Subcontractor’s premises for the purpose of the Contract and included at Attachment L or the Resident Personnel section of an S&Q Order, but excludes MRU. |
| 1. Review | 1. (Core) | 1. in relation to a data item, has the meaning given by clause 2.4.3 of the SOW. |
| 1. Review Period | 1. (Core) | 1. means the period over which a Performance Measure is measured and assessed, as specified in Attachment P for KPIs and in Attachment Q for any OPMs that have a defined review period. |
| 1. Risk Register | 1. (Core) | 1. means the log used by the Contractor for recording each risk, risk assessment and risk-management strategy in accordance with the Approved RMP. |
| 1. Rotable | 1. (Core) | 1. means a Repairable Item which needs special management. |
| 1. Royalty | 1. (Core) | 1. means a payment or credit made by a licensee in consideration for the exercise of a particular right or privilege by the licensor in favour of the licensee for the use of, or the right to use, any IP, however calculated. |
| 1. S&Q Order | 1. (Core) | 1. means an order issued by the Commonwealth in respect of an S&Q Service and an S&Q Quote in the form of Part 3 of Annex A to DID-SSM-S&Q. |
| 1. S&Q Quote | 1. (Core) | 1. has the meaning given in clause 3.15 of the COC. |
| 1. S&Q Request | 1. (Core) | 1. means a request issued by the Commonwealth in respect of a proposed S&Q Service in the form of Part 1 of Annex A to DID-SSM-S&Q. |
| 1. S&Q Services | 1. (Core) | 1. means the Services identified as S&Q Services in the SOW and other such services requested by the Commonwealth in accordance with clause 3.15 of the COC that are directly related to the Services. |
| 1. Schedule 11 Hazardous Chemical | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Schedule 15 Chemical | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Security Authorisation | 1. (Core) | 1. means a security-related Certification, Accreditation, risk assessment outcome, regulatory approval, or other documented authority provided by a Defence security authority and necessary for the delivery of the Supplies or the performance of the Contract.   Note to drafters: Amend the following clause to suit the security requirements of the Contract:  Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents at the time that the template was drafted, where the terms ‘ATO‑C’ and ‘ATO’ have replaced ‘PICTA’ and ‘ICTA’, respectively.   1. For the purposes of the security requirements of the Contract, the applicable Security Authorisations are:    1. physical security Certification;    2. EMSEC Certification;    3. ATO‑C / ATO;    4. cyber-maturity assessment against the Defence Cyberworthiness System (DCwS); and    5. the security considerations as part of the applicable regulatory / assurance framework for the Contract (eg, seaworthiness or airworthiness). |
| 1. Security Interest | 1. (Core) | 1. means any of the following:    1. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;    2. a ’security interest’ as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and    3. an agreement to create any of these or allow any of these to exist. |
| 1. Security Outcomes | 1. (Core) | 1. means that a Security System-of-Interest (SSoI), including elements thereof, has achieved a level of security performance such that the SSoI is determined to be As Secure As Reasonably Practicable (ASARP), including that:    1. security considerations have been addressed as they apply to the design, development, implementation, V&V, and Security Authorisations for the SSoI;    2. the SSoI is able to operate effectively, achieve the Safety Outcome, and undertake the intended missions in the environment in which the system is expected to operate, as set out in the Contract;    3. the SSoI is resilient to cyber threats, including that the SSoI is able to:    4. withstand, respond to, and adapt to adverse system conditions caused by cyber threats; and    5. recover from effects, attacks or compromises caused by cyber threats;    6. the security risks applicable to the SSoI have either been eliminated or the likelihood and/or consequence have been reduced to the extent practicable; and    7. the Commonwealth’s security obligations have been met as they pertain to the confidentiality, classification, availability and integrity of information and data processed, stored and/or communicated electronically or by similar means by the SSoI. |
| 1. Security System-of-Interest or SSoI | 1. (Core) | Note to drafters:  Amend the following definition to incorporate any additional SSoIs, which are those systems that would be subject to the requirements of the System Security Program clause of the SOW.  Drafters should consider the relationship between SSoIs and ToEs when amending this definition.   1. means:    1. the Mission System;    2. the Support System; and    3. [DRAFTER TO INSERT]. |
| 1. Serviceable | 1. (Core) | 1. means the condition of a Stock Item when it is fit for its intended use. |
| 1. Services | 1. (Core) | 1. means services and goods (including Deliverables) required to be provided under the Contract and includes:    1. any items acquired in order to be incorporated in the Services; and    2. all services, functions and responsibilities that are reasonably related or required for the proper provision of the Services, even if they are not otherwise expressly mentioned in the Contract. |
| 1. Services being Phased Out | 1. (Core) | 1. has the meaning given in clause 14.1.1 of the COC. |
| 1. Sewerage Treatment Plant | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. Ensure the Sewerage Treatment Plant is identified on the plan.   1. means the facility so identified on the plan at Appendix 1 of an Annex to Attachment O. |
| 1. Shared Facilities | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence, means:    1. if a part of a GFF Licensed Area is identified in a plan at Appendix 1 to an annex to Attachment O as Shared Facilities, that part of the GFF Licensed Area; and    2. any part of a GFF Licensed Area specified as Shared Facilities in a notice by the Commonwealth Representative under clause 4 of Attachment O. |
| 1. Small to Medium Enterprise | 1. (Core) | 1. means an Australian Entity which has up to 200 full-time equivalent employees. |
| 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 Software Updates, but excludes Software Design Data and Source Code. |
| 1. Software Design Data | 1. (Core) | 1. means data which describes the internal design and operation of a Software program and its interface with the external Software and hardware systems in which it operates including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing). |
| 1. Software Incident | 1. (Optional) | 1. means any event that is not part of the standard operation of a system that results in some form of action to provide Services in support of Software Products. |
| 1. Software Release | 1. (Optional) | 1. means a collection of new and/or changed Software CIs, which are tested and introduced into the live environment together. |
| 1. Software Update | 1. (Core) | 1. means, in relation to Software:    1. a new release of or change to that Software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the Software); or    2. a new version of that Software (which is designed to enhance or provide extra functionality to that Software). |
| 1. Source Code | 1. (Core) | 1. means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software. |
| 1. Sovereign Defence Industrial Priority or SDIP | 1. (Core) | 1. has the meaning given in the 2024 Defence Industry Development Strategy. SDIPs applicable to the Contract are identified in Attachment F. |
| 1. Sovereignty | 1. (Core) | 1. means Australia having sovereign control over the ability to employ Defence capability or force when and where required, and for the period required, to produce the desired military effect. Sovereignty is a component of Capability, particularly in relation to preparedness. Sovereignty embraces all of the Industrial Capabilities identified in Attachment F for delivery under the Contract. |
| 1. Special Packaging | 1. (Optional) | 1. means Packaging that is uniquely adapted for a specific Item that it protects, or because it facilitates a particular Commonwealth Supply process. |
| 1. Statement of Tax Record | (Optional) | 1. has the same meaning as in the Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
| 1. Statement of Work | 1. (Core) | 1. means Attachment A, including the annexes to the SOW and any specifications referred to in the SOW. |
| 1. Stock Assessment | 1. (Optional) | 1. means the analysis, optimisation, determination and authorisation of the level of Stock Items to be procured and/or held at a particular Commonwealth or Contractor location(s), which analysis is based on ROE, Item reliability, cost and Support System parameters. |
| 1. Stock Item | 1. (Optional) | 1. means an Item which is either a RI or a Non-RI and held either by the Commonwealth or the Contractor to support the Materiel System. Stock Items include spares. |
| 1. Stock Optimisation | 1. (Optional) | 1. means the process undertaken by the Commonwealth or the Contractor to determine the best assortment of Stock Items based on a combination of failure rate and another variable, usually cost. |
| 1. Stop Payment Milestone | 1. (Core) | 1. means a Milestone identified as a Stop Payment Milestone in Attachment C. |
| 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 includes Approved Subcontractors; and ‘Subcontract’ has a corresponding meaning. |
| 1. Subcontractor AIC Plan | 1. (Core) | 1. means the AIC plan developed, delivered and updated by the AIC Subcontractor and approved by the Contractor or another Approved Subcontractor (as applicable) in accordance with the relevant Approved Subcontract. |
| 1. Subcontractor Personnel | 1. (Core) | 1. means any officers, employees or agents of a Subcontractor. |
| 1. Sublicence | 1. (Core) | 1. in respect of a Licence to IP granted to the Commonwealth in accordance with clause 5.2, 5.3 or 5.7 of the COC , means a sublicence of that IP on terms that comply with the requirements of clause 5.8 of the COC. |
| 1. Supplies Acceptance Certificate | 1. (Core) | 1. means a certificate in the form of Annex A to DID-PM-MGT-SAC or other form agreed between the parties. |
| 1. Supply | 1. (Core) | 1. means the comprehensive function of providing Products and Services needed by users at the time and place required, and includes identification, requirement determination, procurement, receipt, inspection, storage, distribution, stock recording and accounting, reclamation and disposal. |
| 1. Supply Chain | 1. (Core) | 1. means the network of Subcontractors that deliver products and services to the Contractor, either directly or indirectly through other Subcontractors, which are incorporated into the Services. |
| 1. Supply Management System | 1. (Core) | 1. means the logistic information management system that is used for managing the provision and performance of Supply Services. There may be more than one Supply Management System used under the Contract (eg, Commonwealth-provided system and Contractor system). |
| 1. Supply Services | 1. (Core) | 1. means those Services associated with performing Supply activities, including the management of those Supply activities. |
| 1. Supply Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Supply Services to be competently provided for the Materiel System throughout its life. Supply Support also includes the Support Resources of spares, piece parts, Consumables and Packaging. |
| 1. Support and Test Equipment | 1. (Core) | 1. means the equipment needed to support the operation, support and disposal of the Mission System and Support System Components, as and when required, throughout the life of the Materiel System. S&TE includes ground handling equipment, tools, personal protective equipment, metrology and calibration equipment, test equipment and automated test equipment, and diagnostic Software for support equipment Maintenance. S&TE does not include either Training Equipment or Mission System equipment that is used by the Mission System when it is directly engaged in the performance of its mission. |
| 1. Support Resources | 1. (Core) | 1. means the physical Products, including spares, equipment, materials, Facilities, Technical Data, Personnel, and any other physical resources required to operate and support all or a particular part of the Materiel System as the case requires. |
| 1. Support System | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data required to enable the Mission System to be effectively operated and supported so that the Mission System can meet its operational requirements. The Support System includes the support required for Support System Components. The Support System includes the support responsibilities undertaken by the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors). |
| 1. Support System Components | 1. (Core) | 1. means the physical end items of the Support System that can be defined using a specification. Support System Components are a subset of Support Resources and include Packaging, Technical Data, equipment, materials and Facilities, as well as spares and other physical components required for the support of those Support System end-items. Support System Components do not include Personnel or spares for the Mission System. |
| 1. Support System Constituent Capabilities | 1. (Core) | 1. means the five subsystems of the Support System including Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support. Each Support System Constituent Capability includes the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors). |
| 1. Supportability | 1. (Core) | 1. means the degree to which the Mission System design characteristics and the planned or existing Support System enable preparedness requirements to be met. |
| 1. Surge | 1. (Optional) | 1. means a short to medium-term change to the ROE. Surge is categorised into two types: Exigency and Contingency. |
| 1. Surveillance | 1. (Core) | 1. means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, Product, project, contract etc). |
| 1. Synthetic Greenhouse Gas | 1. (Core) | 1. means any gas identified as a Synthetic Greenhouse Gas in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or in any regulations made under that Act. |
| 1. System Audit | 1. (Core) | 1. means a systematic, independent and documented review of a system (a system being a set of interrelated or interacting elements) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the system and its associated processes, documentation and records comply with stated requirements. The review may include any elements of the system. |
| 1. System Owner | 1. (Core) | Note to drafters: Amend the following definition to incorporate the System Owner for the Mission System. If different SSoIs (or parts thereof) will have different System Owners, amend the definition accordingly.   1. has the meaning given in the Defence Cyber Security Assessment & Authorisation Framework. For the purposes of the ICT and cyber security requirements of the Contract, the System Owner is **[INSERT APPLICABLE APPOINTMENT].** |
| 1. System Review | 1. (Core) | 1. means an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements. |
| 1. Target of Security Assessment or ToSA | 1. (Optional) | 1. in relation to ICT security and cyber security, means an information system, a system comprising DESE, and all associated documentation, that is the subject of a security evaluation. 2. The Mission System, as a whole, could be a ToSA (as well as being a Security System-of-Interest (SSoI)) or specific subsystems or components of the Mission System could be separate ToSAs (eg, the mission management system and the communications system within a platform could be separate ToSAs).  For the Support System, the entire system will never be a ToSA (but it is always an SSoI), while relevant elements of the Support System (eg, an item of Training Equipment) may be defined as either a ToSA within the Support System or a standalone SSoI with one or more ToSAs. |
| 1. Task-Priced Services | 1. (Optional) | 1. means the items identified as Task-Priced Services in Annex D to Attachment B. |
| 1. Tax | 1. (Core) | 1. means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge. |
| 1. Tax Invoice | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. taxable supply | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Technical Data | 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 Materiel System, and includes 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 Software Design Data and Source Code. |
| 1. Technical Data and Software Rights Schedule or TDSR Schedule | 1. (Core) | 1. means Attachment G to the Contract. |
| 1. Technical Instruction | 1. (Optional) | Note to drafters: This definition may be amended to include the name of the applicable document used by the ADF regulatory / assurance framework.   1. means a technical document, which is used to provide a rapid means of formally providing advice from an appropriate issuing authority to users and which is managed in accordance with its impact on technical integrity. |
| 1. Technical Substitution | 1. (Optional) | 1. means the identification, selection and authorisation of the use of alternative Items (either as interchangeable with, or to be used in lieu of, the Item currently approved for use in the Configuration Baseline) to ensure that only approved Items are used in the support of Products. |
| 1. Technical Support Network | 1. (Optional) | 1. a group of agencies that provide advice relating to the development and sustainment of the design for materiel. |
| 1. Term | 1. (Core) | means the period referred to in clause 1.9 of the COC. |
| 1. Total Contract Expenditure | 1. (Core) | 1. means, in the context of an ACE Measurement Point, the sum of:    1. Australian Contract Expenditure; and    2. Imported Contract Expenditure, 2. each calculated for the applicable ACE measurement period identified in Attachment F for Recurring Services. |
| 1. Total Cost of Ownership | 1. (Core) | 1. means the total cost to the Commonwealth (both direct and indirect) of the relevant Products over the LOT of the Capability. The TCO includes all costs associated with in-service operations, logistics support and disposal. 2. The TCO of the Capability means all costs associated with operating, supporting and disposing of all Products that comprise the Capability. |
| 1. Total Cost of Ownership Independent Verification and Validation Agent or TCO IV&V Agent | 1. (Optional) | 1. means an agent of the Commonwealth that performs an independent review of cost information to Verify and Validate any aspect of the TCO, where independent means that the agent is technically, managerially, and financially independent of the Contractor. For clarity, the TCO IV&V Agent may be the Commonwealth or a third party appointed by the Commonwealth. |
| 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. Training | 1. (Core) | 1. means the processes, systems, materials, resources, and Services for bringing Personnel to the required standard of competency by instruction, practice or other prescribed methodology. |
| 1. Training Equipment | 1. (Core) | 1. means any item of equipment required to perform Training. |
| 1. Training Materials | 1. (Core) | 1. means materials, necessary for a suitably qualified instructor to effectively and efficiently provide Training to a body of students who meet the defined entry requirements. This material includes Training specifications, course curricula, Competency standards, lesson plans, assessment instruments (including recording/tracking tools), student workbooks, précis and other publications (excluding publications developed for non-Training purposes), exams, Training aids including presentation, image, audio and video files, and, if applicable, computer-based training content, Software and manuals. |
| 1. Training Services | 1. (Core) | 1. means those Services associated with performing Training activities, including the management of those Training activities. |
| 1. Training Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Training Services to be competently provided for the Materiel System throughout its life. |
| 1. Turn-Around-Time | 1. (Core) | 1. means that element of time needed to transport, service, repair or check out an Item for recommitment. This constitutes the time that it takes a Stock Item to go through the complete cycle from dispatch to the Contractor, through Contractor repair, and return the Stock Item ready for use. |
| 1. Type Certification | 1. (Optional) | 1. has the same meaning asDASPMAN Defence Aviation Safety Program Manual |
| 1. Type Record | 1. (Optional) | 1. has the same meaning as in *A* DASPMAN Defence Aviation Safety Program Manual. |
| 1. Unit of Competency or UOC | 1. (Optional) | 1. an agreed statement of the skills and knowledge required for effective performance in a particular job or job function. A UOC is made up of elements of competency, together with performance criteria, a range of variables, and an evidence guide. |
| 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 TD, Software or Contract Material granted to a licensee, to:    1. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and    2. disclose, transmit and communicate the TD, Software or 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. Validation | 1. (Core) | 1. means confirmation by examination and provision of objective evidence that the specific intended use or application of a product or service, or aggregation of products and services, is accomplished in an intended usage environment; and ‘Validate’ and ‘Validated’ have corresponding meanings. |
| 1. Verification | 1. (Core) | 1. means confirmation by examination and provision of objective evidence that specified requirements to which a product or service, or aggregation of products and services, is built, coded, assembled and provided have been fulfilled; and ‘Verify’ has a corresponding meaning. |
| 1. Warehouse | 1. (Optional) | 1. means the logical segregation of Stock Items at a secure facility controlled by the Contractor. |
| 1. Warehousing | 1. (Optional) | 1. means the term used to encompass receipt, storage, stock maintenance, packaging, retrieval, issue and consignment actions by the Contractor. |
| 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. WHS Management System | 1. (Core) | 1. has the meaning given to OHS Management System in ISO 45001:2018. |
| 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. Work Breakdown Structure | 1. (Core) | 1. means a product-oriented family tree division of hardware, Software, services and other work tasks, which organises, defines, and graphically displays the products to be produced as well as the work to be accomplished to achieve the specified outcomes. |
| 1. Working Day | 1. (Core) | 1. in relation to the doing of an action in a place, means any day other than:    1. a Saturday, Sunday or public holiday; or    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, 2. provided that paragraph b of this definition will not apply to the calculation of Working Days in respect of:    1. a notice issued by the Commonwealth under clauses 6.11 or 13 of the COC; or    2. the calculation of liquidated damages or any grace period in respect of liquidated damages. |
| 1. Working Stock | 1. (Optional) | 1. means the combination of *operating stock* and *safety stock*, where:    1. *operating stock* is that part of the Working Stock used to enable routine issues to be made in the intervals between routine replenishments; and    2. *safety stock* is that part of the Working Stock which is maintained over and above *operating stocks* to ensure the continuity of Supply during unforeseen interruptions in normal stock replenishments and unpredictable fluctuations in Demands. 2. Working Stock excludes Reserve Stocks. |

1. Referenced Documents

| Reference | Description |
| --- | --- |
| 1. AAP 5030.001 | 1. RAAF Publication System – Technical and Non-Technical Manuals |
| 1. AAP 7001.054 | 1. Airworthiness Design Requirements Manual |
| 1. AAP 7001.059 | 1. Transition Aviation Maintenance Management Manual |
| 1. DASPMAN Defence Aviation Safety Program Manual | 1. Defence Aviation Safety Regulations |
| 1. ABS Catalogue 5206 Table 4 | 1. Australian National Accounts: National Income, Expenditure and Product, Table 4 - Chain Price Indexes |
| 1. ABS Catalogue 6345 | 1. Wage Price Index, Australia |
| 1. ABS Catalogue 6427 | 1. Producer Price Indexes, Australia |
| 1. ABS Catalogue 6457 | 1. International Trade Price Indexes, Australia |
| 1. ACE Measurement Rules | 1. *Australian Contract Expenditure Measurement Rules*. A copy is available from: <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance> |
|  | 1. ACSC Publication, ‘Cloud Computing Security Considerations’, October 2021 |
|  | 1. ACSC Publication, ‘Cyber Supply Chain Risk Management’, May 2023 |
|  | 1. ACSC Publication, ‘Essential Eight Maturity Model’, as amended from time to time |
|  | 1. ACSC Publication, ‘Guidelines for Security Documentation’, September 2023 |
|  | 1. ACSC Publication, ‘Guidelines for System Monitoring’, September 2023 |
|  | 1. ACSC Publication, ‘Identifying Cyber Supply Chain Risks’, May 2023 |
|  | 1. ACSC Publication, ‘Strategies to Mitigate Cyber Security Incidents’, February 2017 |
|  | 1. ACSC Publication, ‘Strategies to Mitigate Cyber Security Incidents – Mitigation Details’, February 2017 |
|  | 1. ACSC System Security Plan (SSP) Annex A, as amended from time to time |
| 1. ACSI 61D | 1. Emanation Security Installation Manual |
| 1. ACSI 71D | 1. Emanation Security Manual |
| 1. ADFP 6.0.4 | 1. Radiofrequency Spectrum Management |
| 1. AFSMAN | 1. Air Force Security Manual, Volume 1, 7 May 2024 |
| 1. ANP2200 | 1. Navy Safety Management System |
| 1. ANP3411-0101 | 1. Naval Materiel Assurance Publication |
| 1. ANP3412-4004 | 1. Naval Materiel Configuration Management |
| 1. ANP3702 | 1. Royal Australian Navy Training |
| 1. ANP4605 | 1. Navy Cyberworthiness |
| 1. AS/NZS ISO 45001:2018 | 1. Occupational health and safety management systems— Requirements with guidance for use |
| 1. AS/NZS ISO 9000:2006 | 1. Quality Management Systems – Fundamentals and Vocabulary |
| 1. AS/NZS ISO 9001:2016 | 1. Quality Management Systems – Requirements |
| 1. AS/NZS ISO 10005:2018 | 1. Quality Management – Guidelines for Quality Plans |
| 1. AS/NZS ISO 14001:2016 | 1. Environmental management systems—Requirements with guidance for use |
| 1. AS/NZS ISO/IEC 14764:2001 | 1. Information Technology – Software Maintenance |
| 1. AS/NZS ISO 19011: 2003 | 1. Guidelines for Quality and/or Environmental Management Systems Auditing |
| 1. AS/NZS ISO 31000:2018 | 1. Risk Management – Principles and Guidelines |
| 1. AS/NZS ISO/IEC 12207:2019 | 1. Information Technology – Software Life Cycle Processes |
| 1. AS 4964-2004 | 1. Method for the qualitative identification of asbestos in bulk samples |
| 1. ASIO 18-9938 | 1. Security Manager’s Guide: Supply Chain Security, 2018 |
|  | 1. *Auditor-General Act 1997* (Cth) |
|  | 1. *Australian Information Commissioner Act 2010* (Cth) |
|  | 1. *Australian Securities & Investments Commission Act 2001* (Cth) |
| 1. Shadow Economy Procurement Connected Policy | 1. Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
|  | 1. *Circuit Layouts Act 1989* (Cth) |
|  | 1. *Civil Law (Wrongs) Act 2002* (ACT) |
|  | 1. *Civil Liability Act 2002* (NSW) |
|  | 1. *Civil Liability Act 2002* (Tas) |
|  | 1. *Civil Liability Act 2002* (WA) |
|  | 1. *Civil Liability Act 2003* (Qld) |
| 1. CMU/SEI-96-HB-001 | 1. IDEAL – A Users Guide to Software Process Improvement |
|  | 1. *Defence Cost Principles*, as amended from time to time |
|  | 1. Code of Practice, *Managing the Work Environment and Facilities*  (an approved code of practice under section 274 of the *WHS Act*) |
|  | 1. Code of Practice, *Preparation of Safety Data Sheets for Hazardous Chemicals*  (an approved code of practice under section 274 of the *WHS Act*) |
| 1. CPRs | 1. Commonwealth Procurement Rules – June 2023 |
|  | 1. Commonwealth Supplier Code of Conduct, as amended from time to time |
|  | 1. *Companies Act 1993* (New Zealand) |
|  | 1. *Competition and Consumer Act 2010* (Cth) |
|  | 1. Complaints and Alternative Resolutions Manual |
|  | 1. *Copyright Act 1968* (Cth) |
|  | 1. *Corporations Act 2001* (Cth) |
|  | 1. CASG Risk Management Product Risk Matrix |
| 1. CTIS | 1. Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform |
| 1. DEF(AUST)1000C | 1. ADF Packaging |
| 1. DEF(AUST) 5000, Volume 6, Part 2, Section 12, Issue 2 | 1. Emanation Security |
| 1. DEF(AUST)CMTD-5085C | 1. Engineering Design Data for Defence Materiel |
| 1. DEF(AUST)5691 | 1. Logistic Support Analysis |
|  | 1. *Defence Act 1903* (Cth) |
|  | 1. Defence Cyber Security Assessment & Authorisation Framework, Version 4.2, 22 April 2024 |
|  | 1. Defence Cyberworthiness System (DCwS) Maturity Model |
| 1. Defence ICT/Cyber SCRM Framework | 1. The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020 |
| 1. DEFLOGMAN Part 2 Volume 5 | 1. Defence Inventory and Assets Manual |
| 1. DEFLOGMAN Part 2 Volume 5 Section 17 | 1. Stocktaking Defence Assets and Inventory |
| 1. DEFLOGMAN, Part 2 Volume 7 Chapter 1 | 1. Defence Supplier Quality Assurance Manual |
| 1. DEFLOGMAN Part 2 Volume 9 | 1. Defence Explosive Ordnance Manual |
| 1. DEFLOGMAN Part 2 Volume 10 | 1. Defence Materiel Engineering and Maintenance Manual |
| 1. DEFLOGMAN Part 3 | 1. Electronic Supply Chain Manual |
| 1. DI ADMINPOL Annex C AG5 | 1. Incident Reporting and Management |
| 1. DI ADMINPOL Annex C AG5 | 1. Conflicts of interest and declarations of interest |
| 1. DI ADMINPOL Annex J PPL7 | 1. Required behaviours in Defence |
| 1. DI-IPSC-81431A | 1. System/Subsystem Specification (SSS) DID |
| 1. DI-IPSC-81432A | 1. System/Subsystem Design Description (SSDD) DID |
| 1. DI-IPSC-81433A | 1. Software Requirements Specification (SRS) DID |
| 1. DI-IPSC-81434A | 1. Interface Requirements Specification (IRS) DID |
| 1. DSPF | 1. Defence Security Principles Framework, as amended from time to time |
| 1. DWRM | 1. Defence Workplace Relations Manual |
|  | 1. *Designs Act 2003* (Cth) |
|  | 1. *Environment 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. GHS | 1. Globally Harmonised System of Classification and Labelling of Chemicals, 3rd Revised Edition |
| 1. GST Act | 1. *A New Tax System (Goods and Services Tax) Act 1999* (Cth) |
|  | 1. Incident Reporting and Management Manual |
|  | 1. *Income Tax Assessment Act 1997* (Cth) |
|  | 1. Integrity Policy |
| 1. IPP | 1. *Commonwealth Indigenous Procurement Policy*, as amended from time to time. A copy of the IPP is available from: 2. <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy> |
| 1. ISA/IEC 62433 series | 1. Security for Industrial Automation and Control Systems |
| 1. ISM | 1. Information Security Manual, as amended from time to time |
| 1. ISO 216 | 1. Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series |
| 1. ISO/IEC 10918 | 1. Information Technology – Digital compression and coding of continuous-tone still images, lossless (JPEG) |
| 1. ISO/IEC 27001:2022 | 1. Information security, cybersecurity and privacy protection – Information security management systems – Requirements |
| 1. ISO/IEC 27005:2022 | 1. Information security, cybersecurity and privacy protection – Guidance on managing information security risks |
| 1. ISO/IEC 27032:2012 | 1. Cybersecurity – Guidelines for internet security |
| 1. AS/NZS ISO/IEC/IEEE 15939 – 2022 (ISO/IEC/IEEE 15939 – 2017) | 1. Systems and software engineering - Measurement process |
|  | 1. *Judiciary Act 1903* (Cth) |
| 1. LMSM | 1. Land Materiel Safety Manual |
|  | 1. *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) |
|  | 1. Legal Services Directions 2017 |
|  | 1. *Members of Parliament (Staff) Act 1984* (Cth) |
| 1. MIL-HDBK-1467 | 1. Acquisition of Software Environments and Support Software |
| 1. MILPERSMAN | 1. Military Personnel Policy Manual |
| 1. MIL-PRF-28000 | 1. Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols |
| 1. MIL-PRF-28001 | 1. Markup Requirements and Generic Style Specification for Electronic Printed Output and Exchange of Text |
| 1. MIL-PRF-28002 | 1. Raster Graphics Representation in Binary Format |
| 1. MIL-STD-882E | 1. Department of Defense Standard Practice – System Safety |
|  | 1. National Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals |
| 1. NIST CSF | 1. National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024 |
| 1. NIST SP 800-30 | 1. Guide for Conducting Risk Assessments, Revision 1, September 2012 |
| 1. NIST SP 800-37 | 1. Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018 |
| 1. NIST SP 800-53 | 1. Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020 |
| 1. NIST SP 800-53A | 1. Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022 |
| 1. NIST SP 800-82 | 1. Guide to Operational Technology Security, Revision 3, September 2023 |
| 1. NIST CSF | 1. National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024 |
|  | 1. *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) |
|  | 1. *Patents Act 1990* (Cth) |
|  | 1. *Personal Property Securities Act 2009* (Cth) |
|  | 1. Physical Security Standards – HMA Ships, Submarines & Watercraft, Version 4.0, 17 December 2020 |
|  | 1. *Privacy Act 1988* (Cth) |
|  | 1. *Proportionate Liability Act 2005* (NT) |
| 1. PSPF | 1. Protective Security Policy Framework, as amended from time to time |
|  | 1. *Public Service Act 1999* (Cth) |
|  | 1. *Radiocommunications Act 1992* (Cth) |
| 1. S1000DTM | 1. International specification for technical publications using a common source database |
| 1. SafetyMan | 1. Defence Safety Manual |
| 1. SCRM Procurement Tool | 1. ICT/Cyber Procurement Supply Chain Risk Assessment (SCRA) Tool, version 1.0, April 2021 |
|  | 1. *Taxation Administration Act 1953* (Cth) |
|  | 1. *Trade Marks Act 1995* (Cth) |
| 1. WHS Act | 1. *Work Health and Safety Act 2011* (Cth) |
| 1. WHS Regulations | 1. *Work Health and Safety Regulations 2011* (Cth) |
|  | 1. *Workplace Gender Equality Act 2012* (Cth) |
|  | 1. Workplace Gender Equality Procurement Principles |
|  | 1. *Wrongs Act 1958* (Vic) |
|  | 1. The United Nations Convention on Contracts for the International Sale of Goods |

1. WBS Dictionary for THE CONTRACT SUMMARY WBS

Note to drafters: Modify the following definitions to align with the Contract. For example, if Workstreams are incorporated into the Contract, it may be necessary to align the CSWBS definitions with the respective Workstreams. Drafters should be aware that the CSWBS forms the highest-level breakdown of the pricing for Core Services, as set out in the applicable schedules of Annex C to Attachment B.

| WBS Element | Definition |
| --- | --- |
| 1. Operating Support | 1. This element includes the provision of the Operating Support Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services. 2. Includes all work required to satisfy the Operating Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Operating Support Services. Includes any Operating Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews). 3. Includes all of the Support Resources and any other goods and services specifically required for the provision of Operating Support Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Operating Support). 4. Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Operating Support equipment is covered under Maintenance Support, provision of Non-RIs for Operating Support equipment is covered under Supply Support, and personnel management for Operating Support personnel is covered under Support Services Management). |
| 1. Engineering Support | 1. This element includes the provision of the Engineering Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services. 2. Includes all work required to satisfy the Engineering Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Engineering Services. Includes any Engineering Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews). 3. Includes all of the Support Resources and any other goods and services specifically required for the provision of Engineering Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Engineering Support). 4. Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Engineering equipment is covered under Maintenance Support, provision of Non-RIs for Engineering equipment is covered under Supply Support, and personnel management for Engineering personnel is covered under Support Services Management). |
| 1. Maintenance Support | 1. This element includes the provision of the Maintenance Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services. 2. Includes all work required to satisfy the Maintenance Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Maintenance Services. Includes any Maintenance Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews). 3. Includes all of the Support Resources and any other goods and services specifically required for the provision of Maintenance Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Maintenance Support). 4. Except in relation to Maintenance, this CWBS Element excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Engineering support for Maintenance equipment (eg, S&TE) is covered under Engineering Support, provision of Non-RIs for Maintenance equipment is covered under Supply Support, and personnel management for Maintenance personnel is covered under Support Services Management). |
| 1. Supply Support | 1. This element includes the provision of the Supply Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services. 2. Includes the costs for the procurement of RIs, Non-RIs, Consumables and Packaging required by other CSWBS Elements, particularly Operating Support, Engineering Support, Maintenance Support and Training Support. 3. Includes all work required to satisfy the Supply Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Supply Services. Includes any Supply Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews). 4. Includes all of the Support Resources and any other goods and services specifically required for the provision of Supply Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Supply Support). 5. Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Supply equipment (eg, materials handling equipment) is covered under Maintenance Support and personnel management for Supply personnel is covered under Support Services Management). |
| 1. Training Support | 1. This element includes the provision of the Training Services required to achieve the Contract Outcomes, requirements and objectives, including the management efforts that are specific to the provision of those Services. 2. Includes all work required to satisfy the Training Support provisions of the SOW and DSDs, including within the Approved plan(s) specific to the provision of Training Services. Includes any Training Support efforts required to support activities under other CSWBS Elements (eg, development of plans and reports and participation in Contract reviews). 3. Includes all of the Support Resources and any other goods and services specifically required for the provision of Training Services, with the exception of those Support Resources or other goods or services that are addressed though other CSWBS Elements (eg, common resources not specific to Training Support). 4. Excludes the support of the Support Resources. These activities are covered under other CSWBS Elements (eg, Maintenance of Training Equipment is covered under Maintenance Support, provision of Non-RIs for Training Equipment is covered under Supply Support, and personnel management for Training personnel is covered under Support Services Management). |
| 1. Support Resources | 1. This element includes the physical resources and work for the provision, management and support of Support Resources, which are not covered under other CSWBS Elements. For example, this element may include training of contractor personnel, provision of Technical Data Services, provision and support of common-use facilities, and provision, support and updating of Information and Communications Technology (ICT) systems. |
| 1. Support Services Management | 1. This element includes the business and administrative planning, organising, directing, co-ordinating, controlling, reporting and approval actions designated to accomplish Contract Outcomes, requirements and objectives, which are not included within the scope of the CSWBS Elements for the SSCCs. 2. This element includes contract management and administration; cost, schedule and performance management; Defect claims administration; contract data management; vendor liaison; Subcontract management; risk management; Life Cycle Cost; Ramp Up; Phase Out; AIC and Technical Data and Software rights management. 3. This element includes work performed to satisfy the requirements of:    1. SOW clause 2, General Requirements;    2. SOW clause 3, Support Services Management;    3. SOW clause 10, Australian Industry Capability;    4. SOW clause 11, Quality Management;    5. SOW clause 12, Health, Safety and Environment; and    6. SOW clause 13, Capability Innovations and Efficiencies; and    7. the work necessary for compliance with the COC. |