DATA ITEM DESCRIPTION

1. DID NUMBER: -
2. TITLE: Australian Industry CAPABILITY PLAN
3. DESCRIPTION and intended use

The Australian Industry Capability (AIC) Plan sets out the Contractor’s strategy, plans, processes and responsibilities for achieving the AIC Objectives and satisfying the AIC Obligations, including describing the management of the AIC program for the period of the Contract. To the maximum practicable extent, the AIC Plan is written to contain specific and measureable commitments by the Contractor.

The Contractor uses the AIC Plan to:

set out the strategies, plans, processes, responsibilities and timeframes for the delivery of the AIC program and achieving the AIC Objectives and satisfying the AIC Obligations;

manage, coordinate and monitor the delivery of the AIC program;

ensure that those parties (including AIC Subcontractors) who are undertaking AIC-related activities understand their responsibilities, the commitments to be achieved, and the time-frames involved;

integrate the AIC activities being performed by AIC Subcontractors with the Contractor’s AIC activities to ensure that a coherent and cohesive AIC program is realised; and

provide assurance to the Commonwealth that the Contractor’s plan for delivering the AIC program will enable the AIC Objectives and AIC Obligations to be achieved while satisfying the other requirements of the Contract.

The Commonwealth uses the AIC Plan to:

evaluate and gain assurance that the Contractor’s AIC program will achieve the AIC requirements of the Contract and, if applicable, the Contract (Support);

provide a basis for monitoring and assessing the Contractor’s performance in relation to the execution of the AIC program;

assess the Contractor’s willingness and ability to work collaboratively with the Commonwealth and Australian Industry to achieve the AIC Objectives and AIC Obligations; and

identify the Commonwealth’s involvement in the AIC program.

1. INTER-RELATIONSHIPS

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

Project Management Plan (PMP);

Supply Chain Management Plan (SCMP);

Defence-Required Australian Industrial Capabilities Plan (DRAICP);

Research and Development Management Plan (R&DMP);

Materiel Procurement Strategy (MPS);

Materiel Procurement Business Case (MPBC);

Contract Work Breakdown Structure (CWBS);

Contract Master Schedule (CMS);

Contract Status Report (CSR);

Australia and New Zealand (ANZ) Subcontractor Technical Data List (ASTDL);

Support System Description (SSDESC); and

Support System Technical Data List (SSTDL).

The AIC Plan inter-relates with the AIC requirements at Attachment F, the associated AIC financial information in Attachment B, and the relevant delivery requirements in Attachment C.

1. Applicable Documents

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

|  |  |
| --- | --- |
| 1. 2018 DES | 1. 2018 Defence Export Strategy |
| 1. 2019 DPIP | 1. 2019 Defence Policy on Industry Participation |
| 1. 2024 DIDS | 1. 2024 Defence Industry Development Strategy |
|  | 1. 2019 Defence Industry Skilling and STEM Strategy |
|  | 1. ACE Measurement Rules |

1. Preparation Instructions
   1. Generic Format and Content

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

When the Contract has specified delivery of another data item that contains aspects of the required information, the AIC Plan shall summarise these aspects and refer to the other data item.

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

The AIC Plan shall be written in accordance with the following requirements:

the Contractor’s commitments are to be separated from any background or descriptive information;

the background or descriptive information is to be no more than 25% of the overall size of the AIC Plan (measured by page count), and is to be clearly identified as background and/or descriptive material;

the Contractor’s commitments are to be set out using the following terminology as appropriate:

except when using one of the forms in paragraph (ii) below, the words, “the Contractor shall […]”, are to be used to set out absolute commitments;

the words, “the Contractor shall use its best endeavours to […]” or “the Contractor shall use its reasonable endeavours to […]”, are to be used when the Contractor is not able to make an absolute commitment, but a qualified commitment is required; and

the words, “the Contractor may […]”, are to be used when there is little-to-no certainty that a particular path or decision will actually occur or be made, or the matter is discretionary; and

any matters or assumptions which qualify the Contractor’s commitments are to be clearly stated individually in respect of each commitment, and the relevant commitment is to be expressed to be subject to those qualifications using specific cross references. Any background or descriptive information is not to qualify the Contractor’s commitments. Generic words, such as “where appropriate”, “when appropriate”, or “as required” are not to be used to qualify the Contractor’s commitments.

* 1. Specific Content
     1. AIC Program Summary

Note: This section should be no more than three pages. It should provide an introduction and summary of the strategic intent, objectives and commitments underpinning the AIC Plan consistent with the Australian Industry policy requirements identified at clause 5.

The AIC Plan shall provide a summary of:

the Contractor’s strategy for achieving each of the AIC Objectives, including summarising the Contractor’s and AIC Subcontractors’ commitments over the period of the Contract for achieving these AIC Objectives;

any Sovereign Defence Industrial Priorities (SDIPs), including any Detailed SDIPs, applicable to the Contract;

the Contractor’s and AIC Subcontractors’ commitments for delivering against the Australian Industry Activities (AIAs), including Defence-Required Australian Industrial Capabilities (DRAICs), applicable to the Contract;

the overall Prescribed ACE Percentage for the Contract;

the Contractor’s and AIC Subcontractors’ commitments over the period of the Contract to promote innovation and research and development (R&D) relating to the Contract and/or the Supplies;

the Contractor’s commitments to employing veterans (previous members of the Australian Defence Force), as applicable to the Contract;

the Contractor’s and AIC Subcontractors’ commitments to Australian Industry over the longer term, particularly Small-to-Medium Enterprises (SMEs), including:

newly-proposed long-term partnering arrangements with particular Australian Entities;

enhancements to existing long-term partnering arrangements with particular Australian Entities; and

long-term engagement of particular Australian Entities in the Contractor’s supply chain; and

any other commitments or matters of note that demonstrate the Contractor’s commitment to achieving the AIC Objectives.

* + 1. AIC Management

The AIC Plan shall:

identify the AIC manager, including name, title, contact details and the AIC manager’s responsibilities, position in the organisation, and describing the scope of influence of the AIC manager to promote and achieve the AIC Objectives;

describe the organisational arrangements for managing and undertaking the AIC program and related activities for the Contract, including:

identifying the number of people involved in the AIC program and their respective responsibilities; and

separately identifying the people involved in the management of DRAICs, supply chain activities and R&D (where these activities are separately identified within the SOW); and

where AIC Subcontractors are applicable to the Contract, identifying the arrangements and division of responsibilities between the Contractor’s AIC organisation and each of the AIC Subcontractor’s AIC organisations.

The AIC Plan shall describe:

the assurance process used to ensure that the AIC Obligations are met and the AIC Objectives are being pursued, including:

the data to be captured, monitored and reported on;

the nature of, and the indicative frequency of, assurance activities; and

the reporting process for assurance activities planned / conducted during each reporting period;

the strategy and processes used to identify and remediate potential or actual problems with achieving the AIC Obligations, including:

describing the different processes to be employed when the problems are internal to the Contractor or are due to a Subcontractor, including the triggers that will be used to identify potential or actual problems;

the processes to be used to assist Australian Entities to address identified problems; and

the processes to be followed and associated timeframes to escalate the identified problems within the Contractor’s organisation, including to advise the Commonwealth of the problems in accordance with clauses 4 and 11.2.2 of the COC; and

the details and outcomes that will be recorded in relevant Contract progress reporting.

If an AIC Initiatives Program is a requirement of the Contract, the AIC Plan shall describe the Contractor’s arrangements for managing the program, including:

the identification of the individual who has overall responsibility for the program;

how the program will be conducted and resourced to ensure that the costs of operating the program are minimised, while the benefits are maximised;

the mechanisms to be used to report performance and progress against the AIC Objectives;

the methodology for integrating the AIC Subcontractors into the program, including the specific mechanisms to incentivise Subcontractor involvement in the program (if any);

the methodology, systems, processes and tools to be used to:

assist with the identification of potential Australian Industry Opportunities (AIOs);

undertake the development of the documentation required by the SOW to support the program (eg, MPBC); and

implement and report on the implementation of AIOs.

* + 1. AIC Schedule

The AIC Plan shall include an AIC Schedule that details the activities being performed under the Contract and over the period of the Contract in Australia or New Zealand and/or by each Australian Entity.

The AIC Schedule required by clause 6.2.3.1 shall be in the format defined in Annex B, or as otherwise agreed between the parties.

* + 1. Opportunities for Australian Industry

Note: The Contractor’s and AIC Subcontractors’ commitments to provide work to particular ANZ Subcontractors are provided in response to clause 6.2.7 and 6.2.8, respectively.

The AIC Plan shall include a table (refer Table 1), at Level 3 of the CWBS, which identifies those elements of the Contract for which the exact source of supply for particular goods and services has not yet been finalised (including goods that are subject to make or buy decisions by the Contractor), including:

a description of the specific goods and services for which the source of supply has not yet been finalised, including in relation to any goods and/or services that the Contractor will be acquiring through an Approved Subcontractor (ie, the Approved Subcontractor has not yet finalised the source of supply for the elements that it will be providing to the Contractor and these elements could be acquired through a lower-tier Subcontract);

identification as to whether or not the Contractor considers that one or more opportunities exist for Australian Industry to provide those goods and/or services;

if the Contractor considers that one or more opportunities exist, a brief description of the nature and scope of those opportunities, including:

the identification of the Australian Entities that have been identified by the Contractor as potentially suitable (if any), including whether or not they are SMEs and a brief description of the goods and/or services that those companies offer;

the likely timings associated with each opportunity; and

whether or not the Contractor plans to compete the opportunity with overseas companies; and

if the Contractor considers that opportunities for Australian Industry do not exist for the particular goods and/or services, the rationale for that assessment, including whether or not such an opportunity may exist at some future time and, if so, the conditions required for the opportunity to be considered viable.

Note: For clarity, the table should not include any elements for which the Contractor has already made a binding commitment to an Australian supplier.

Table : Opportunities for Australian Industry

|  |  |  |  |
| --- | --- | --- | --- |
| CWBS Level 3 Element | Description of the goods / services for which the source of supply is still to be determined | Opportunities for the participation of Australian Industry | Description of opportunity, or rationale for no opportunity |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Where the Contractor has proposed in its tender response (or subsequently) to utilise a particular Australian or New Zealand supplier, but the actual supplier, or the scope of actual goods and/or services to be provided from that supplier, will be determined as an outcome of a market testing process that is yet to be conducted, the AIC Plan shall identify:

the supplier; and

the details in relation to the nature and timing of the associated market testing process.

* + 1. Contract Market Testing / Subcontract Establishment

Note: This clause requires consideration of the industry engagement processes, such as the use of industry associations, supplier advocates, professional networks, the Office of Defence Industry Support (ODIS), AusIndustry, Supply Nation or other forms of advertising and/or promotion used to publicise opportunities for Australian Industry.

If a SCMP is not a requirement under the Contract, the AIC Plan shall describe the approach, actions, processes and clear commitments in relation to industry engagement, market testing and Subcontract establishment that will be undertaken by the Contractor to promote and achieve the AIC Objectives and satisfy the AIC Obligations, particularly in relation to the opportunities identified in response to clause 6.2.4, including in relation to:

scanning Australian Industry to identify potential Australian or New Zealand suppliers to deliver the contracted requirements and further the AIC Objectives, including the timeframes when the Contractor commits to undertaking these activities (which, for clarity, may be defined in relation to Milestones);

advising Australian Industry of the potential opportunities to participate in the work required under the Contract, such as advertising through industry associations, forums and the Contractor’s website, and the timeframes when the Contractor commits to undertaking these activities (which, for clarity, may be defined in relation to Milestones);

establishing Subcontracts with Australian Industry, including:

an overview of the Contractor’s standard procurement processes, including identifying the typical linkages that exist with the Contractor’s design teams for the Mission System and Support System;

a description of how procurement activities will be structured, including in relation to timings and use of selection criteria, to maximise opportunities for Australian Industry to participate in the procurement activities on a fair and equitable basis;

a description of any standard contract templates that will be used by the Contractor, including an overview of the factors that the Contractor will take into consideration when establishing the contract conditions for a Subcontract (eg, in relation to pricing model, liability regime and Intellectual Property (IP)); and

describing how any commercial requirements and constraints, which may apply to particular types of procurement activities, will be addressed, including in relation to IP, security, and export controls, so that the widest possible market engagement can be undertaken to satisfy the AIC Objectives; and

ensuring that AIC Subcontractors will undertake their own market testing activities to promote and achieve the AIC Objectives.

Note: Refer to <https://www.veteransemployment.gov.au/> regarding the National Veterans Employment Program.

The AIC Plan shall describe the Contractor’s commitments to employ veterans (previous members of the Australian Defence Force), including through suppliers that employ veterans, as part of delivering the Contract requirements.

* + 1. Creation, Enhancement and Maintenance of ANZ Industrial Capabilities

Note: This clause is intended to address all ANZ Industrial Capabilities being created, enhanced or maintained under the Contract and not be limited to those Industrial Capabilities that are identified as AIAs in Attachment F.

The AIC Plan shall identify and describe the Contractor’s commitments and any AIC Subcontractors’ commitments under the Contract in relation to the creation or enhancement of Industrial Capabilities in Australia or New Zealand, including:

a brief description of each Industrial Capability, including:

the identification (where known) of the Australian Entity(ies) in which the Industrial Capability will be created or enhanced; and

whether or not the Industrial Capability is identified as an AIA in Attachment F;

the outcomes being sought in terms of:

the specific Industrial Capabilities to be created or enhanced, including describing the specific creation of, or enhancements to, skills, knowledge, systems, technology and/or infrastructure;

Note: The purpose of the following clause is to establish the exact boundaries of each Industrial Capability. For example, an Industrial Capability established to undertake Software development may only undertake a portion of the overall work in relation to the Software to be delivered under the Contract.

the utilisation of the newly-created or newly-enhanced Industrial Capabilities by the Contractor and/or the AIC Subcontractors under the Contract and, if applicable, the Contract (Support) (ie, the specific work to be performed by the Industrial Capability, and explicitly identifying any work that could be done by the Industrial Capability, but is proposed to be undertaken by overseas companies); and

the potential opportunities that may exist more broadly to utilise the Industrial Capabilities for future work with the Contractor and/or AIC Subcontractors, including for future work with Defence;

Note: The purpose of the following clause is to obtain the Contractor’s and, if applicable, the AIC Subcontractors’ plans (ie, the who, what, when, where, how and why), as a series of commitments, for implementing each Industrial Capability.

the specific initiatives and activities to be undertaken to achieve these outcomes, including:

where the Industrial Capabilities will be established and/or evolved in Australian Entities other than the Contractor or AIC Subcontractors, the identification of the specific sectors of Australian Industry for which assistance will be provided, including, where known, the specific companies to receive the assistance (by company name and ACN/NZCN) and whether or not the company is an SME;

the specific commitments of the Contractor, AIC Subcontractor(s) and, where applicable, other companies (eg, a parent company or an Original Equipment Manufacturer (OEM) under a Subcontract) to achieve the identified outcomes, including in relation to the transfer of technology, know-how, know-why, and TD/IP (cross-referring to the ASTDL, as appropriate, if such a data item is required under the Contract);

the timeframes and costs associated with these commitments, including stages of implementation, when any new or enhanced Industrial Capabilities will be available, a time-phased estimate of the resources required by the Contractor and/or AIC Subcontractors to undertake the commitments, and whether or not the commitments involve the utilisation of government grants;

any assumptions, constraints and/or risks associated with the Industrial Capability and/or the plan for its creation, enhancement or maintenance (as applicable), including the proposed mechanisms and/or activities to address or mitigate the identified assumptions, constraints and risks;

whether or not there are any specific Authorisations (eg, Export Approvals) required to enable the initiatives to be undertaken and, if so, the specific details and timings (which, for clarity, may be defined in relation to Milestones) associated with each different type of Authorisation;

whether or not these initiatives relate to skills requirements identified within the Defence skilling programs – either currently targeted or future gaps that have been identified – and, if so, the specific details in relation to each skill category being targeted; and

any expectations of the Contractor with respect to the Commonwealth associated with the Industrial Capability and/or the plan for its creation, enhancement or maintenance (as applicable);

how achievement of the specific enhancements and/or outcomes will be measured and reported; and

any planned follow-on activities or opportunities to ensure that the new or enhanced Industrial Capabilities are maintained and will remain viable.

The AIC Plan shall identify and describe the Contractor’s commitments and any AIC Subcontractors’ commitments under the Contract to support the maintenance of existing Industrial Capabilities within Australian Industry, including:

the specific sectors of Australian Industry for which assistance will be provided or activities will be undertaken, including, where known, the specific companies to receive the assistance (by company name and ACN/NZCN) and whether or not the company is an SME; and

the specific activities and/or initiatives to be undertaken, including a brief description as to how these activities assist with the maintenance of existing Industrial Capabilities in Australia or New Zealand.

Note: The 2018 Defence Export Strategy sets out the Australian Government’s approach to achieving greater export success in order to build a stronger, more sustainable and globally competitive Australian Defence Industry.

The AIC Plan shall identify any commitments of the Contractor or AIC Subcontractors to promote the long-term sustainability of Industrial Capabilities within Australian Industry, including identifying and describing:

any new Australian Industry company that has entered, or will be entering, the Contractor’s global supply chain as a result of the Contract, including:

the nature of each company’s current or projected contribution; and

the estimated timeframe for each new company to enter the Contractor’s global supply chain; and

how Australian Industry has or will be provided with opportunities to enter export markets or facilitate domestic sales of goods or services as a result of the Contract.

* + 1. Contractor Activities Contributing to ACE

Note: The Contractor’s activities will be described in various Contract plans, including the CWBS and CMS. The intent here is for the AIC Plan to set out the Contractor’s activities contributing to ACE, which (for clarity) will summarise any AIC Subcontractor activities and cross-refer to the response to clause 6.2.8 for details. The activities to be addressed through this clause include:

1. all activities being conducted directly by the Contractor, which are classified as ACE;
2. all activities being conducted by Subcontractors, which are classified as ACE (referring to the responses to clause 6.2.8 for AIC Subcontractors); and
3. where the Contractor is an overseas entity, all activities being conducted by the Contractor in support of ANZ Subcontractors, which are not classified as ACE, but enable ACE through the related ANZ Subcontract (eg, delivery of training and TD to transfer skills).

For those Contractor activities contributing to ACE (including Approved Subcontractor activities), the AIC Plan shall provide a breakdown at Level 3 of the CWBS, which:

provides a breakdown that clearly describes the elements of the work being conducted in Australia or New Zealand (by postcode) and the elements being conducted overseas (by country), including:

identifying the source(s) of supply for the major Supplies being provided under the Contract; and

separately identifying the activities being conducted by the Contractor from those being conducted by each AIC Subcontractor and cross-referring to the response provided to clauses 6.2.6 and/or 6.2.8 where appropriate;

separately identifies the Contractor’s activities in direct support of each Subcontractor activity being conducted in Australia or New Zealand (ie, identifying the specific activities pertaining to each Subcontractor), including:

identifying whether the Subcontractor is an SME; and

cross-referring to the response provided to clauses 6.2.6 and/or 6.2.8, and supplemented by the identification of any other support being provided by the Contractor to those Subcontractors, such as (for example) the provision of technical assistance, training, TD and equipment, and the secondment of Contractor personnel;

if the delivery of Industrial Capabilities as DRAICs or other AIAs are applicable to the Contract, identifies the specific AIAs to be created, enhanced or maintained by the Contractor (and/or a Subcontractor to the Contractor, including through an AIC Subcontractor), cross-referring to the response provided to clauses 6.2.6 and/or 6.2.8 where appropriate;

if a R&DMP is not required under the Contract and subject to clause 6.1.2 (when such a plan is required), separately identifies the Contractor’s activities to foster and promote innovation and to undertake R&D in conjunction with Australian Industry, Defence Science and Technology Group (DSTG), Commonwealth Scientific and Industrial Research Organisation (CSIRO), state governments, academia and other Commonwealth agencies in support of the Commonwealth’s requirements under the Contract and, if applicable, the Contract (Support); and

if not provided in the financial information provided in Attachment B, provides a breakdown of the ACE into its component elements (as determined in accordance with the ACE Measurement Rules applied under the Contract), including labour and materials costs (where not included as Subcontract prices), other direct costs (eg, travel and training), Subcontract prices (cross-referencing AIC Subcontractor prices under clause 6.2.8.1e), indirect overheads (including general and administrative costs incurred by the Contractor), management reserve as applicable, and the Contractor’s profit.

For the set of Contractor activities contributing to ACE, the AIC Plan shall provide a summary of the Australian and/or New Zealand workforce profile for the Contractor over the period of the Contract, as derived from the Staff / Skills Profile provided in the PMP and which identifies:

any increase or decrease in the Contractor’s total Australian and/or New Zealand workforce numbers as an outcome of the Contract, including by location (postcode); and

the areas impacted (eg, full-time vs part-time employees, apprenticeships and particular labour categories impacted), using the same breakdown of the workforce into the labour categories identified in the Staff / Skills Profile in the PMP.

Where the Contractor’s activities contributing to ACE are facilitated or made possible due to technology transfer (or similar assistance) from another company (eg, from a parent company or from an OEM under a Subcontract), the AIC Plan shall describe the specific commitments of the other company(ies) to enable this work to be undertaken in Australia or New Zealand, including:

specific details in relation to transfer of technology, TD/IP, know-how and know-why; and

the mechanisms and timeframes associated with this assistance.

* + 1. AIC Subcontractor Activities Contributing to ACE

Note: The activities to be addressed through this clause include:

1. all activities being conducted directly by the AIC Subcontractor, which are classified as ACE;
2. all activities being conducted by Subcontractors to the AIC Subcontractors (including any lower-tier AIC Subcontractors), which are classified as ACE; and
3. all activities being conducted by the AIC Subcontractor in support of ANZ Subcontractors, which are not classified as ACE (but do contribute to ACE through the resulting ANZ Subcontract), under those circumstances where the AIC Subcontractor is an overseas entity.

For those AIC Subcontractor activities contributing to ACE, the AIC Plan shall provide the following information as a separate annex for each AIC Subcontractor:

the company undertaking the activities, including the ACN/NZCN and head office address;

a description of the work being undertaken by the AIC Subcontractor, including:

the outcomes to be achieved, products to be delivered, and/or services to be provided;

the WBS Element(s) in the CWBS in which the work effort is captured;

the main location(s) where the work will be undertaken;

whether or not the AIC Subcontractor is an SME;

whether or not the AIC Subcontractor is engaging an SME as a Subcontractor and, if so, the nature and scope of the work to be undertaken by the SME, including outcomes to be achieved, products to be delivered, and/or services to be provided; and

the broader benefits being derived by the AIC Subcontractor and each SME, including (for example) new skills, technology transfer, and access to the IP needed to undertake the work;

if the delivery of Industrial Capabilities as DRAICs or other AIAs are applicable to an AIC Subcontractor, identifies the specific AIAs to be created, enhanced or maintained by the AIC Subcontractor (and/or a Subcontractor to the AIC Subcontractor), cross-referring to the response provided to clause 6.2.6 where appropriate;

if a R&DMP is not required under the Contract and subject to clause 6.1.2 (when such a plan is required), separately identifies the AIC Subcontractor’s activities to foster and promote innovation and to undertake R&D in conjunction with Australian Industry, DSTG, CSIRO, state governments, academia and other Commonwealth agencies in support of the Commonwealth’s requirements under the Contract and, if applicable, the Contract (Support);

if not provided in the financial information provided in Attachment B, provides a breakdown of the ACE for each AIC Subcontractor into its component elements (as determined in accordance with the ACE Measurement Rules applied under the Contract), including labour and materials prices (where not included as Subcontract prices, for Subcontractors to the AIC Subcontractor), other direct prices (eg, travel and training), and Subcontract prices; and

provides a summary of the workforce profile for any Australian or New Zealand AIC Subcontractor over the period of the Contract, which identifies:

any increase or decrease in the Subcontractor’s total workforce numbers as an outcome of the Contract, including by location (postcode); and

the areas impacted (eg, full-time vs part-time employees, apprenticeships and particular labour categories impacted).

Where the AIC Subcontractor’s activities contributing to ACE are facilitated or made possible due to technology transfer (or similar assistance) from another company (eg, from a parent company or from an OEM under a Subcontract), the AIC Plan shall describe the specific commitments of the other company(ies) to enable this work to be undertaken in Australia or New Zealand, including:

specific details in relation to transfer of technology, TD/IP, know-how and know-why; and

the mechanisms and timeframes associated with this assistance.

**Annexes**

1. Public AIC Plan
2. Australian Industry Capability Schedule

PUBLIC AIC PLAN

Notes:

1. The Public AIC Plan is designed to facilitate transparency and promote opportunities for Australian Industry to compete on merit throughout the period of the Contract by publishing these opportunities on the Commonwealth’s internet website.
2. The initial Public AIC Plan is to be developed from the successful tender response and any negotiated changes (as may be included in Attachment K) prior to being submitted to the Commonwealth for Approval.
3. Updates to the Public AIC Plan are to be prepared, in accordance with the CDRL, to ensure that the plan accurately reflects forthcoming industry opportunities for publication on the Commonwealth internet website.
4. Generic Format and content

The Public AIC Plan shall be written on a company letterhead, signed by a duly authorised officer of the Contractor, and presented in a format that can be published on a Commonwealth internet website.

The Public AIC Plan shall only contain information of an appropriate security classification for publication on a public Internet website.

The Public AIC Plan shall, to the extent practicable, comply with the Australian Government Style Manual, which can be found at: [***https://www.stylemanual.gov.au/***](https://www.stylemanual.gov.au/).

The Public AIC Plan shall include the information required under section 2, including using the same headings and structure.

1. Specific Content: Public AIC Plan
   1. Company Details

The Public AIC Plan shall include the following company details:

company name;

address for the relevant company office; and

website details.

* 1. Executive Summary

The Public AIC Plan shall contain an *executive summary* that includes:

the Defence project number and the Contract number;

an overview of the scope of the Contract, including the major equipment systems and services to be provided and the scope of work to be performed by Australian Industry;

the Contract Price and the overall Prescribed ACE Percentage for the Contract;

the Contract duration and forecast completion date; and

identification of the SDIPs, Detailed SDIPs, and the AIAs applicable to the Contract, including any DRAICs.

This section of the Public AIC Plan shall be consistent with the “AIC Program Summary” required under clause 6.2.1.

* 1. Subcontracted Work

The Public AIC Plan shall describe the work to be subcontracted to Australian Industry, including:

a summary of the overall scope of work to be subcontracted;

the total forecast value of Subcontracts (in Australian dollars at Base Date), including those Subcontracts that have been signed;

ACE, as a percentage of the total forecast value of the Subcontracts;

for each AIC Subcontractor, the company name, location and nature of work that they have been contracted to perform; and

a list of Subcontractors within the supply chain that are a Small to Medium Enterprise, and/or that have signed the Veterans employment commitment.

In addition to the information required by clause 2.3.1d, the Public AIC Plan should summarise any other notable Subcontracts (ie, other than Subcontracts with AIC Subcontractors) that demonstrate and promote the benefits of the Contract in achieving the AIC Objectives.

* 1. Creation, Enhancement and Maintenance of Australian Industrial Capabilities

The Public AIC Plan shall summarise the Contractor’s commitments, and any AIC Subcontractors’ commitments, to the creation of new Industrial Capabilities, or the enhancement or maintenance of existing Industrial Capabilities within Australia or New Zealand, including:

the sectors in Australian Industry for which assistance is being or will be provided, and the outcomes being sought from providing that assistance;

a brief summary of the specific work being conducted or the initiatives being implemented to assist with the creation, enhancement and/or maintenance of Industrial Capabilities, particularly where these provide benefits to Defence, such as:

transfer of technology;

related AIAs, particularly DRAICs; and

training and skills development programs.

This section of the Public AIC Plan shall be consistent with the “Creation, Enhancement and Maintenance of ANZ Industrial Capabilities” required under clause 6.2.6.

* 1. Future Work Opportunities

The Public AIC Plan shall summarise the future work opportunities available to Australian Industry, including:

a summary of the goods and services for which the source of supply is still to be determined and for which there are one or more opportunities for Australian Industry;

the nature of each opportunity, in terms of the scope of each proposed Subcontract for the goods and services identified in response to clause 2.5.1a; and

if applicable, the location(s) where it is required or desirable for the work to be performed (eg, if installation work is required to be performed on a Defence base).

This section of the Public AIC Plan shall be consistent with the “Opportunities for Australian Industry” required under clause 6.2.4.

* 1. Market Engagement

The Public AIC Plan shall describe the process for Australian Entities to apply for the work opportunities described in response to clause 2.5, including:

indicative timeframes for advertising, tendering and Subcontract award;

how the opportunity will be advertised (eg, through the use of supplier advocates, industry forums, professional networks, and the Contractor’s webpage); and

contact details for an appropriate representative from the Contractor to enable Australian companies to discuss the opportunities and register their interest.

This section of the Public AIC Plan shall be consistent with the “Contract Market Testing / Subcontract Establishment” required under clause 6.2.5.

Australian Industry Capability Schedule

Table : Australian Industry Capability Schedule

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| --- | --- | --- | --- | --- | --- | --- |
| Entity Name | ACN/NZCN (if applicable) | CWBS X-refs (Subcontractors only) | Scope of Work to be conducted in Australia or New Zealand and/or by each Australian Entity | Location | SME | Veterans |
| a. | b. | c. | d. | e. | f. | g. |
| 1. […Contractor name…] |  | 1. [… 'not applicable' for Contractor …] | 1. [… cross-refer to response to clause 6.2.7 …] |  |  |  |
| 1. […AIC Subcontractor A…] |  | 1. [… 'not applicable' for AIC Subcontractor …] | 1. [… cross-refer to response to clause 6.2.8 …] |  |  |  |
| 1. [… Entity C (Subcontractor to AIC Subcontractor A)…] |  |  | 1. [… cross-refer to response to clause 6.2.6, if applicable …] |  |  |  |
|  |  |  |  |  |  |  |

Notes for Table 2:

1. Entity Name: The name of the company or other entity if known. If not known at the time of submitting the AIC Plan to the Commonwealth, insert “To be determined” where the Contractor expects to subcontract that element of the work, but no subcontractor has yet been identified. Also identify the approximate timing(s) / timeframes when this subcontracting activity will be undertaken.
2. ACN/NZCN: If applicable, the Australian Company Number or New Zealand Company Number.
3. CWBS Cross-references: Identify the Level 3 CWBS Element(s) in which the scope of work for the identified entity is captured. This requirement does not apply to the Contractor or AIC Subcontractors when the work effort is described in response to clauses 6.2.7 and 6.2.8.
4. Scope of Work: A brief description (eg, 2-3 bullet points) of the scope of work to be performed in Australia or New Zealand and/or by each Australian Entity, including the approximate timing(s) / timeframes when the work will be undertaken and, if applicable, cross-references to DRAICs and other AIAs. For the Contractor and each AIC Subcontractor, cross-refer to the descriptions of work scope prepared in response to clauses 6.2.7 and 6.2.8 respectively. If a particular Subcontractor, which is not an Australian Entity, is not performing any work in Australia or New Zealand, enter ‘Nil’ in this cell.
5. Location: The location(s), including postcode(s), where the majority of work is to be performed. For the Contractor and each AIC Subcontractor, leave this column blank (this information is provided in response to clauses 6.2.7 and 6.2.8).
6. SME: Is the organisation a Small-to-Medium Enterprise (yes/no)?
7. Veterans: Has the organisation signed the Veterans Employment Commitment (yes/no)? Refer to veteransemployment.gov.au for details.